



AGENDA

Garden Grove City
Council

Tuesday, April 27, 2021

6:30 PM

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

Steve Jones

Mayor

Kim B. Nguyen

Mayor Pro Tem - District 6

George S. Brietigam

Council Member - District 1

John R. O'Neill

Council Member - District 2

Diedre Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bui

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

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

INVOCATION

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

1. PRESENTATIONS

- 1.a. Orange County Fire Authority update presented by Chief Ron Roberts.

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 supporting drowning prevention awareness and the Orange County Fire Authority's 2021 campaign "Always Watch Your Child Around Water." (*Action Item*)
- 3.b. Adoption of a Proclamation celebrating May 2021 as Asian and Pacific Islander Heritage Month in Garden Grove. (*Action Item*)
- 3.c. Adoption of a Proclamation recognizing Building and Safety Month. (*Action Item*)
- 3.d. Acceptance of an easement for public street and highway purposes for a portion of property located at 12431 Ninth Street, Garden Grove. (*Action Item*)

- 3.e. Approval of an agreement with the County of Orange for the receipt and allocation of the 2020 Edward Byrne Memorial Justice Assistance Grants (JAG) Program. (Grant Amount: \$30,989.75) (*Action Item*)
- 3.f. Award a contract to InfoSend Inc. for data processing, printing, inserting and mailing services for utility bills, and the CityWorks publication. (Cost: \$132,000) (*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. Accept comments and authorize submittal of the Fiscal Year 2021-22 Action Plan for the use of Housing and Urban Development Funds. (*Action Item*)

5. COMMISSION/COMMITTEE MATTERS

- 5.a. Acceptance of David Johnson's resignation from the Parks, Recreation and Arts Commission. (*Action Item*)

6. ITEMS FOR CONSIDERATION

- 6.a. Award contracts to C Below, Inc. and T2 UES, Inc., to provide subsurface utility investigation services. (Cost: \$250,000 each contract) (*Action Item*)
- 6.b. Approval of an agreement with the County of Orange to provide forensic services. (Cost: \$633,970) (*Action Item*)
- 6.c. Award a contract to All American Asphalt for Project No. CP-1254000, Arterial and Streets Rehabilitation and Sanitary District Sewer Improvements on Garden Grove Boulevard. (Cost: \$3,185,281) (*Joint Action Item with the Garden Grove Sanitary District.*)

7. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 7.a. Second reading and adoption of Ordinance No. 2921
Entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING A TEXT AMENDMENT TO PLANNED UNIT DEVELOPMENT NO. PUD-104-73 (REV. 2018/REV. 2021) TO EXPAND THE USES PERMITTED TO ALSO INCLUDE THE USES PERMITTED IN THE C-1 (NEIGHBORHOOD COMMERCIAL) ZONE AND TO AMEND THE SIGN REQUIREMENTS OF THE PUD. (*Action Item*)

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

- 8.a. Financial update including the American Rescue Plan and FY 2021-2023 Biennial Budget Development as requested by City Manager Stiles.
- 8.b. City of Garden Grove Health Equity and Vaccine Distribution update as requested by City Manager Stiles.
- 8.c. 2021 Homelessness Activities and updates as requested by City Manager Stiles.

9. ADJOURNMENT

The next Regular City Council Meeting will be on Tuesday, May 11, 2021, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, 92840.

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 supporting drowning prevention awareness and the Orange County Fire Authority's 2021 campaign "Always Watch Your Child Around Water." (*Action Item*) Date: 4/27/2021

Attached is a Proclamation for the Orange County Fire Authority's 2021 drowning prevention awareness campaign from May through October recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	4/20/2021	Proclamation	4-27-21_02G_BOD_Drowning_Prevention_Proc_3-25-2021_(2).pdf

PROCLAMATION

DROWNING PREVENTION AWARENESS

WHEREAS, drowning is the leading cause of death and disability in California for children under five years of age; and

WHEREAS, for every child who dies from drowning, another five receive emergency care for non-fatal submersion injuries; and

WHEREAS, fatal and non-fatal drowning is a silent event, occurring in as little as two inches of water, including inflatable swimming pools, spas, bath tubs, the ocean, and any other body of water; and

WHEREAS, the Orange County Fire Authority's (OCFA) 2021 theme for drowning prevention is "Always Watch Your Child Around Water" with the initiatives set forth in the "ABCs of Water Safety" program designed to increase public awareness regarding proper procedures to prevent this needless tragedy; and

WHEREAS, in-depth information for preventing drowning is available at <https://www.ocfa.org/SafetyPrograms/DrowningPrevention.aspx>; and

WHEREAS, all families, parents, residents, schools, recreational facilities, businesses, and homeowner associations are encouraged to become partners in preparedness by increasing their knowledge of proper safety measures to prevent drowning; and

WHEREAS, OCFA will launch a water safety campaign in May that will continue through October 2021.

NOW, THEREFORE BE IT PROCLAIMED, that the City of Garden Grove City Council supports drowning prevention awareness and promotes the Orange County Fire Authority's 2021 campaign "Always Watch Your Child Around Water."

April 27, 2021

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Adoption of a Proclamation Date: 4/27/2021
celebrating May 2021 as
Asian and Pacific Islander
Heritage Month in Garden
Grove. (*Action Item*)

Attached is a Proclamation celebrating May 2021 as Asian and Pacific Islander Heritage Month in Garden Grove recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	4/20/2021	Proclamation	4-27- 21_May_as_Asian_Pacific_Islander_Heritage_Month_Proclamation.pdf

PROCLAMATION

MAY 2021 AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

WHEREAS: The City of Garden Grove and the United States of America continue to thrive because of the hard work, talent, and ongoing cultural contributions of its richly diverse community;

WHEREAS: According to the 2018 Census, Asian Americans constitute more than 40 percent of the City of Garden Grove's population;

WHEREAS: Asian and Pacific Americans have helped advance the City's prosperity through their contributions to all fields of education, business, the arts, economic development, science, and technology;

WHEREAS: Asian and Pacific Americans are working to achieve full participation in the social, economic, and political decisions that affect their families, building stronger alliances across all communities in Garden Grove;

WHEREAS: Asian Americans and Pacific Islanders have a proud legacy of service and dedication to our community, our city, our state and our country;

WHEREAS: The City is the proud home to Little Saigon, the largest Vietnamese community outside Vietnam, as well as Koreatown;

WHEREAS: May has become a symbolic month in which Asian Americans and Pacific Islanders and supporters come together in various celebrations of culture, traditions and history.

NOW, THEREFORE, BE IT RESOLVED, that the City of Garden Grove, does hereby proclaim May 2021 to be Asian American and Pacific Islander Heritage Month in Garden Grove and encourage the community to join in this observance.

April 27, 2021

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation recognizing Building and Safety Month. (*Action Item*) Date: 4/27/2021

Attached is a Proclamation celebrating May as Building and Safety Month in Garden Grove recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	4/20/2021	Proclamation	4-27-21_Building_and_Safety_Month.pdf

PROCLAMATION

PROCLAIMING MAY 2021 AS BUILDING AND SAFETY MONTH

WHEREAS, the City of Garden Grove is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster;

WHEREAS, our confidence in the structural integrity of buildings that make up our community is achieved through the devotion of vigilant guardians--building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry--who work year-round to ensure the safe construction of buildings;

WHEREAS, these guardians are dedicated building safety professionals depended on to implement the highest-quality codes to protect us in the buildings where we live, learn, work, and play;

WHEREAS, our community benefits economically and technologically from using modern, up-to-date codes and standards, including the International Codes, which are the most widely adopted building safety and fire prevention codes in the world;

WHEREAS, "Prevent, Prepare, Protect, Building Codes Safe" the theme for Building Safety Month 2021, encourages all individuals to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2021 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local, regional and international agencies has saved lives and protected homes and businesses; and

WHEREAS, each year, in observance of Building Safety Month, citizens worldwide are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential services provided to all of us by building departments, fire prevention bureaus and other agencies in protecting lives and property.

NOW, THEREFORE, BE IT PROCLAIMED that the month of May 2021 is hereby recognized as "**Building and Safety Month**" in Garden Grove.

April 27, 2021

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of an easement for public street and highway purposes for a portion of property located at 12431 Ninth Street, Garden Grove. (<i>Action Item</i>)		
		Date:	4/27/2021

OBJECTIVE

To request City Council approval for the acceptance of an easement for public street and highway purposes in accordance with the requirements for approval of Precise Grading Plan G-1432 (the "Project"), for a portion of the real property located at 12431 Ninth Street, Garden Grove, owned by UTICA HB, LLC ("Owners").

BACKGROUND

On August 17, 2019, the Owners submitted grading plans for construction of a new, 7,526 square foot, two-story, single family dwelling.

DISCUSSION

The Owners are dedicating ten (10) feet of right-of-way along Ninth Street to the City for future public street improvements. Ninth Street is designated as a Secondary Arterial Highway on the City's Master Plan of Streets and Highways. The 10-foot dedication will provide a total half-width road right-of-way of forty-feet, which is in conformance with this designation.

FINANCIAL IMPACT

There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve and accept the easement for public street and highway purposes for a portion of the property located at 12431 Ninth Street, Garden Grove; and

- Authorize the City Clerk to accept the offer of a grant of easement by Street Deed on Behalf of the City.

By: Kamyar Dibaj
Project Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Street Deed	4/7/2021	Backup Material	Street_Deed_for_12431_9th_Street.pdf

Recording Requested By:

CITY OF GARDEN GROVE

AND WHEN RECORDED MAIL TO

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

Portion of: **090-092-27**
ASSESSOR PARCEL NUMBER

This document is exempt from payment of recording fees pursuant to Section 6103 of the Government Code.

City Clerk's No. _____

By: _____

STREET DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
UTICA HB, LLC.

*do(es) hereby **GRANT** to the CITY OF GARDEN GROVE, a municipal corporation, an easement for public street and highway purposes in, on and over the real property in the City of Garden Grove, County of Orange, State of California, described as:*

PER LEGAL DESCRIPTION SHOWN ON EXHIBIT "A", AND DELINEATED ON PLOT MAP SHOWN AS EXHIBIT "B" BOTH OF WHICH ARE ATTACHED HERETO, AND MADE A PART HEREOF

It is understood that each undersigned grantor grants only that portion of the above described land in which said grantor has an interest.

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 Orange

On Feb 26th 2021

before me,

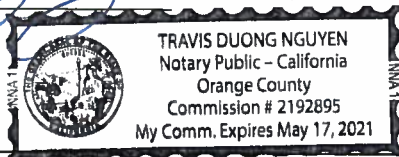
Travis Duong Nguyen Notary Public (insert name and title of the officer) personally appeared

Toan Nguyen, Manager, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
(Seal)



By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

TOAN N NGUYEN, MANAGER

[Signature]

2/26/2021

Street Deed

City of Garden Grove

APPROVED AS TO FORM OTHER THAN LEGAL
DESCRIPTION

By: _____
City Attorney

Dated: _____

APPROVED AS TO EXECUTION AND DESCRIPTION

By: _____
Right of Way Agent

Dated: _____

This is to certify that the interest in real property conveyed by
the deed or grant dated _____ from

_____ to the City of Garden Grove, a governmental agency, is hereby
accepted by the undersigned officer on behalf of the Garden
Grove City Council pursuant to authority conferred by
Resolution of the Garden Grove City Council adopted July 17,
1978, and the grantee consents to recordation thereof by its
duly authorized officer.

Dated: _____

By: _____
City Clerk

EXHIBIT "A"

EASEMENT GRANT DEED FOR ROAD AND PUBLIC UTILITY PURPOSES
IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

LEGAL DESCRIPTION

A 40-FOOT EASEMENT FOR ROAD AND PUBLIC UTILITY PURPOSES ON; OVER AND UNDER ALL THAT REAL PROPERTY SITUATED IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOW:

THE EAST 40 FEET OF THE NORTH 102.32 FEET OF THE EAST 160 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDAN, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAP, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE EASTERLY LINE OF SAID 40-FOOT EASEMENT IS BEING THE CENTERLINE OF 9TH STREET.

CONTAINING 4093 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO AND MADE A PART HEREOF A MAP ENTITLED EXHIBIT "B".

THIS LEGAL DESCRIPTION IS PREPARED BY ME OR UNDER MY SUPERVISION



HUY THAI NGO
P.L.S. No. 8765
EXP: 12/31/2022



MAP TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA



APN
090-092-24

APN
090-092-30




N89°57'21"W 160.00'

130.00'

0.00'

APN
090-092-27

APN
090-092-26

 PROPERTY BOUNDARY LINE
 STREET CENTERLINE
 EXISTING ROW LINE
 NEW ROW LINE
 (ROW) RIGHT OF WAY 



THIS DESCRIPTION/ MAP HAS BEEN
PREPARED BY ME OR UNDER MY DIRECTION

ngotham

1/14/2120

HUY THAI NGO, L.S. 8765

DATE _____

LAMPSON AVENUE

THE BEARINGS SHOWN HERE ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATIONS GPS No. 3053 and GPS No. 3054 BEING N0°2'39"E PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

THE EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE LEGAL DESCRIPTION IN
EXHIBIT "A", AND BY REFERENCE MADE A PART THEREOF.

Recording Requested By:

CITY OF GARDEN GROVE

AND WHEN RECORDED MAIL TO

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

Portion of: **090-092-27**
ASSESSOR PARCEL NUMBER

This document is exempt from payment of recording fees pursuant to Section 6103 of the Government Code.

City Clerk's No. _____

By: _____

STREET DEED

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UTICA HB, LLC.

*do(es) hereby **GRANT** to the CITY OF GARDEN GROVE, a municipal corporation, an easement for public street and highway purposes in, on and over the real property in the City of Garden Grove, County of Orange, State of California, described as:*

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ACKNOWLEDGMENT

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State of California

County of Orange

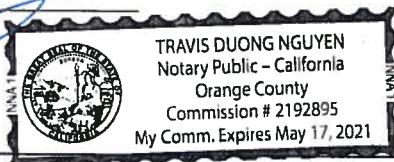
On March 04th 2021 before me,
Travis Duong Nguyen Notary Public (insert
name and title of the officer) personally appeared Toan Bao
Nguyen, who proved to me on

the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
(Seal)



By: TOAN NGUYEN

Its: [Signature]

Date: 3/4/2021

By: _____

Its: _____

Date: _____

Street Deed

City of Garden Grove

APPROVED AS TO FORM OTHER THAN LEGAL
DESCRIPTION

By: _____
City Attorney

Dated: _____

APPROVED AS TO EXECUTION AND DESCRIPTION

By: _____
Right of Way Agent

Dated: _____

This is to certify that the interest in real property conveyed by
the deed or grant dated _____ from

to the City of Garden Grove, a governmental agency, is hereby
accepted by the undersigned officer on behalf of the Garden
Grove City Council pursuant to authority conferred by
Resolution of the Garden Grove City Council adopted July 17,
1978, and the grantee consents to recordation thereof by its
duly authorized officer.

Dated: _____

By: _____
City Clerk

EXHIBIT "A"

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IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA

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CONTAINING 4093 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO AND MADE A PART HEREOF A MAP ENTITLED EXHIBIT "B".

THIS LEGAL DESCRIPTION IS PREPARED BY ME OR UNDER MY SUPERVISION

ngothaihuu

HUY THAI NGO
P.L.S. No. 8765
EXP: 12/31/2022

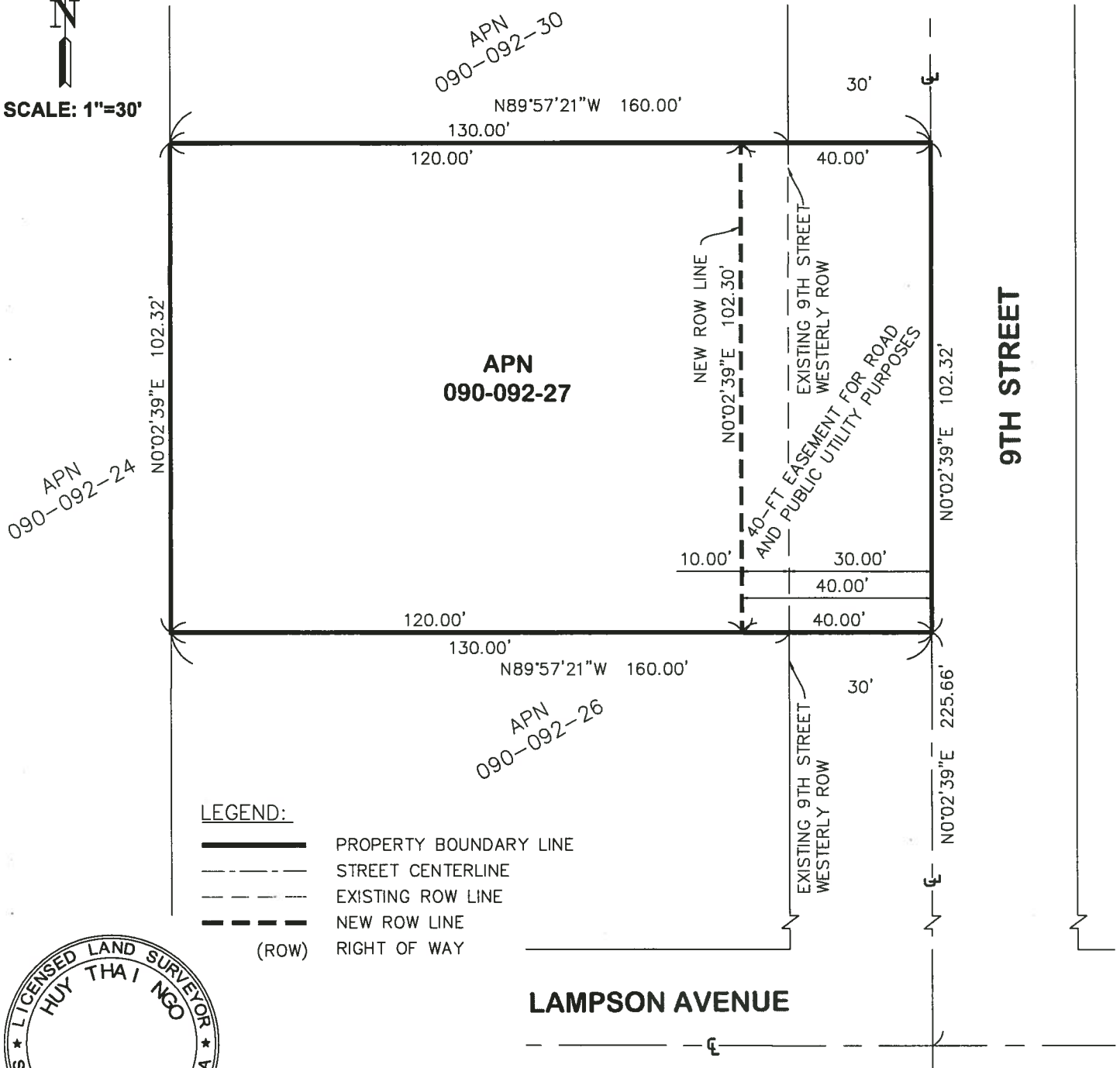


EXHIBIT "B"

MAP TO ACCOMPANY LEGAL DESCRIPTION
IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA



SCALE: 1"=30'



LEGEND:

- PROPERTY BOUNDARY LINE
- STREET CENTERLINE
- EXISTING ROW LINE
- NEW ROW LINE
- (ROW) RIGHT OF WAY



THIS DESCRIPTION/ MAP HAS BEEN
PREPARED BY ME OR UNDER MY DIRECTION

Huy Thai Ngo

HUY THAI NGO, L.S. 8765 1/14/2120 DATE

(FOR REFERENCE ONLY)

LAMPSON AVENUE

BASIS OF BEARINGS:

THE BEARINGS SHOWN HERE ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATIONS GPS No. 3053 and GPS No. 3054 BEING N0°2'39"E PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

NOTE:

THE EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE LEGAL DESCRIPTION IN EXHIBIT "A", AND BY REFERENCE MADE A PART THEREOF.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of an agreement with the County of Orange for the receipt and allocation of the 2020 Edward Byrne Memorial Justice Assistance Grants (JAG) Program. (Grant Amount: \$30,989.75) (<i>Action Item</i>)		
		Date:	4/27/2021

OBJECTIVE

To obtain City Council approval of an agreement with the County of Orange for the receipt and allocation of the 2020 Edward Byrne Memorial Justice Assistance Grants (JAG) Program.

BACKGROUND

In FY 2005-06, Congress combined the Local Law Enforcement Block Grant Program (primarily funding cities) with the Edward Byrne Memorial Grant (primarily funding states and counties), to provide funds for the Justice Assistance Grant (JAG). All eligible Orange County cities under this program now file a joint application with the County to receive their share of these funds. JAG formula grants were placed on hold in 2017 while the Federal government was involved in litigation with the State. The 2020 funds have now been released, and the City received the following allocation:

- Fiscal Year 2020 JAG Allocation: \$35,497 less a 10% administrative fee (\$3,549.80). Garden Grove retains \$30,989.75.

DISCUSSION

For many years the Police Department used JAG funds to pay a portion of its jail services contract. The purpose areas for the 2020 JAG grant, however, differ significantly from years past. For the 2020 award the funds must be used in the following purpose areas:

- Crime prevention
- Cold case criminal investigations

- Less than lethal equipment (munitions)

The Police Department has chosen to use the 2020 JAG funds for crime prevention. The grant will enable the Community Liaison Division (CLD) to effectively partner with our Community Impact Unit (CIU) to reduce crime in high crime areas, crime trend areas, and provide education and awareness in these areas and to community members and businesses throughout Garden Grove.

Funds will be used by CLD staff to purchase supplies necessary to educate the public about community policing strategies, the CIU's efforts, and Neighborhood Watch programs within the city. JAG funds will also be utilized for CIU and/or CLD overtime incurred as the result of specific, targeted efforts towards reaching the project goals, as well as for personnel to attend essential outside training to ensure they are equipped to accomplish these goals.

FINANCIAL IMPACT

Using JAG money to help fund the above described program creates no burden on the City's General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Agreement with the County of Orange for the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) program; and allocation of those grant funds to the Police Department's FY 2020-21 budget; and
- Authorize the City Manager to execute the agreement with the County of Orange and make minor changes or modifications thereto as needed

ATTACHMENTS:

Description	Upload Date	Type	File Name
JAG 2020 MOU and certification	4/7/2021	Agreement	JAG_2020_MOU_and_cert.pdf
2020 JAG Award Report	4/7/2021	Backup Material	JAG_2020_AWARD_REPORT_2020-DJ-BX-0773.pdf
2020 JAG Local Allocations	4/7/2021	Backup Material	2020_JAG_Local_Allocations-10-23-20.pdf

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE
SHERIFF-CORONER TO DISTRIBUTE THE 2020 EDWARD BYRNE MEMORIAL FUND – JUSTICE
ASSISTANCE GRANT "JAG"**

AWARD #2020-DJ-BX-0773

AWARD DATE: 9/18/2020

ACCEPTANCE DATE: 11/17/2020

I. Participants

Participants hereto acknowledge the County of Orange as lead fiscal agent in charge of programmatic oversight and administration of funds and compliance over all eligible participant law enforcement agencies, hereinafter referred to individually as "Party" and jointly as "the Parties."

II. Purpose

The purpose of this Memorandum of Understanding (MOU) is to support of the objectives of the Office of Justice Programs, expressly those identified as Priority Purpose Areas (PPAs) for the term of this award.

III. Program Overview and Description of Project(s)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams. The County of Orange (Sheriff) will determine validity of each project included in the application

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE
SHERIFF-CORONER TO DISTRIBUTE THE 2020 EDWARD BYRNE MEMORIAL FUND – JUSTICE
ASSISTANCE GRANT “JAG”

AWARD #2020-DJ-BX-0773

AWARD DATE: 9/18/2020

ACCEPTANCE DATE: 11/17/2020

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

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

THE UNDERSIGNED PARTIES HERETO ACKNOWLEDGE THE RECEIPT OF FUNDS FROM THE DEPARTMENT OF JUSTICE AND TRANSFER OF FUNDS FROM COUNTY TO MUNICIPAL GOVERNMENTS.

COUNTY OF ORANGE

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



AUTHORIZED SIGNATORY

ORANGE COUNTY SHERIFF'S DEPARTMENT
FINANCIAL/ADMINISTRATIVE SERVICES DIVISION
FINANCIAL DIRECTOR



AUTHORIZED SIGNATORY

GARDEN GROVE CITY
GARDEN GROVE POLICE DEPARTMENT
CITY MANAGER

AUTHORIZED SIGNATORY

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

City of Garden Grove

Name of Applicant Unit of Local Government



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 18, 2020

Chairwoman Michelle Steel
County of Orange
10 Civic Center Plaza, Ste. 107
Santa Ana, CA 92701-4017

Dear Chairwoman Steel:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by County of Orange for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts \$25,000 or More." The approved award amount is \$365,643. These funds are for the project entitled FY 20 Local JAG Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should County of Orange accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Linda Hill-Franklin, Program Manager at (202) 514-0712; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan", is located below the "Sincerely," text.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

September 18, 2020

Chairwoman Michelle Steel
County of Orange
10 Civic Center Plaza
Ste. 107
Santa Ana, CA 92701-4017

Dear Chairwoman Steel:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.



If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

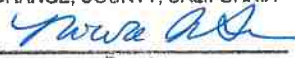
Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 32																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Orange 10 Civic Center Plaza Ste. 107 Santa Ana, CA 92701-4017		4. AWARD NUMBER: 2020-DJ-BX-0773																		
		5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023																		
2a. GRANTEE IRS/VENDOR NO. 950009281		6. AWARD DATE 09/18/2020		7. ACTION Initial																
2b. GRANTEE DUNS NO. 111950874		8. SUPPLEMENT NUMBER 00																		
3. PROJECT TITLE FY 20 Local JAG Program		9. PREVIOUS AWARD AMOUNT \$ 0																		
		10. AMOUNT OF THIS AWARD \$ 365,643																		
		11. TOTAL AWARD \$ 365,643																		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)																				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																				
15. METHOD OF PAYMENT GPRS																				
AGENCY APPROVAL		GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Michelle Steel Chair																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE																
AGENCY USE ONLY																				
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>365643</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		365643	21. VDJUGT3287		
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X	B	DJ	80	00	00		365643													

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

APPROVED AS TO FORM
 OFFICE OF THE COUNTY COUNSEL
 ORANGE, COUNTY, CALIFORNIA
 By  Deputy
 Date: 9/30/20



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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Grant**

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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."
- B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

- (1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
- (2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).
- (3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-
 - (a) conviction described in 8 USC 1227(a)(2), or
 - (b) conduct described in 8 USC 1227(a)(4).
- (4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
- (5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.
- (6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-
 - (a) is designed to prevent or to significantly delay or complicate, or
 - (b) has the effect of preventing or of significantly delaying or complicating.



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(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or



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(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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SPECIAL CONDITIONS

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



Department of Justice (DOJ)
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Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 31 OF 32

PROJECT NUMBER 2020-DJ-BX-0773

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/SuccessStoryList.aspx).



Department of Justice (DOJ)
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**AWARD CONTINUATION
SHEET
Grant**

PAGE 32 OF 32

PROJECT NUMBER 2020-DJ-BX-0773

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

67. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

68. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

69. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.

70. Withholding of funds: Program narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

71. Withholding of funds: NIBRS set-aside

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, a budget that clearly dedicates at least 3 percent of the total amount of the award to NIBRS compliance activities or documentation showing that the recipient has been certified as NIBRS compliant, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

72. Withholding of funds: NIBRS set-aside in Disparate jurisdictions

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, documentation of compliance with the required NIBRS 3 percent set-aside by the recipient and each disparate subrecipient, and a Grant Adjustment Notice (GAN) has been issued to remove this condition. For each jurisdiction, including the recipient and disparate subrecipients, such documentation may be either (1) a budget that clearly documents that the jurisdiction has dedicated at least 3 percent of the total amount of their allocation to NIBRS compliance activities, or (2) documentation showing that the jurisdiction has been certified as NIBRS compliant.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for County of Orange

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

 <div>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</div>	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Grant	
	PROJECT NUMBER 2020-DJ-BX-0773	PAGE 1 OF 1
This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)		
1. STAFF CONTACT (Name & telephone number) Linda Hill-Franklin (202) 514-0712		2. PROJECT DIRECTOR (Name, address & telephone number) Nancy Nguyen Grants Manager 431 The City Drive South Orange, CA 92868-4017 (714) 935-6869
3a. TITLE OF THE PROGRAM JAG Local: Eligible Allocation Amounts \$25,000 or More		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT FY 20 Local JAG Program		
5. NAME & ADDRESS OF GRANTEE County of Orange 10 Civic Center Plaza Ste. 107 Santa Ana, CA 92701-4017		6. NAME & ADDRESS OF SUBGRANTEE
7. PROGRAM PERIOD FROM: 10/01/2019 TO: 09/30/2023		8. BUDGET PERIOD FROM: 10/01/2019 TO: 09/30/2023
9. AMOUNT OF AWARD \$ 365,643		10. DATE OF AWARD 09/18/2020
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs. This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information		

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

2020 ORANGE COUNTY CA LOCAL JAG ALLOCATIONS
2020-DJ-BX-0773

Recipient Agency	Government Type	Direct Allocation	Admin Fee (10%)	[Direct Allocation minus 10% Admin fee]	Minus 3% NIBRS	MOU - FundTransfers
Category 1 Under \$25K						
ORANGE COUNTY (SHERIFF)	County	\$ 17,384.00	\$ 1,738.40	\$ 15,645.60	\$ 469.37	\$ 15,176.23
BUENA PARK CITY	Municipal	\$ 17,126.00	\$ 1,712.60	\$ 15,413.40	\$ 462.40	\$ 14,951.00
COSTA MESA CITY	Municipal	\$ 23,973.00	\$ 2,397.30	\$ 21,575.70	\$ 647.27	\$ 20,928.43
FULLERTON CITY	Municipal	\$ 20,732.00	\$ 2,073.20	\$ 18,658.80	\$ 559.76	\$ 18,099.04
IRVINE CITY	Municipal	\$ 10,323.00	\$ 1,032.30	\$ 9,290.70	\$ 278.72	\$ 9,011.98
ORANGE CITY	Municipal	\$ 13,006.00	\$ 1,300.60	\$ 11,705.40	\$ 351.16	\$ 11,354.24
WESTMINSTER CITY	Municipal	\$ 18,800.00	\$ 1,880.00	\$ 16,920.00	\$ 507.60	\$ 16,412.40
Category 2 Over \$25K						
ANAHEIM CITY	Municipal	\$ 78,421.00	\$ 7,842.10	\$ 70,578.90	\$ 2,117.37	\$ 68,461.53
GARDEN GROVE CITY	Municipal	\$ 35,498.00	\$ 3,549.80	\$ 31,948.20	\$ 958.45	\$ 30,989.75
HUNTINGTON BEACH CITY	Municipal	\$ 26,870.00	\$ 2,687.00	\$ 24,183.00	\$ 725.49	\$ 23,457.51
SANTA ANA CITY	Municipal	\$ 103,510.00	\$ 10,351.00	\$ 93,159.00	\$ 2,794.77	\$ 90,364.23
TOTALS		\$ 365,643.00	\$ 36,564.30	\$ 316,601.10	\$ 9,498.03	\$ 307,103.07

Edward Byrne Memorial Justice Assistance Grant Program FY 2020 Local Solicitation CFDA# 16.738

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Award a contract to InfoSend Inc. for data processing, printing, inserting and mailing services for utility bills, and the CityWorks publication. (Cost: \$132,000) (<i>Action Item</i>)		
		Date:	4/27/2021

OBJECTIVE

For the City Council to award a contract to InfoSend Inc. for data processing, printing, inserting and mailing services for City utility bills and CityWorks.

BACKGROUND

InfoSend has provided the City mail services since 2014, and in 2016, the service scope was expanded to include utility bill processing. InfoSend has intimate knowledge of the City's processes.

InfoSend provides services to many local agencies in Southern California, including data processing, printing, mailing and mail inserting services. Their clientele covers neighboring Orange County cities such as Huntington Beach, Orange, Santa Ana, and Newport. InfoSend has performed the full spectrum of data processing, print and mail services since 1996. Additionally, they support over 450 public agencies nationwide.

DISCUSSION

The City services over 34,000 water accounts and bills customers bi-monthly. Currently, the City mails approximately 15,000 utility paper bills per month or 800-1,000 per day. The water billing process is generated 4-5 days a week with billing data files delivered to the vendor electronically daily.

In March 2016, the City Council approved a 5-year contract with InfoSend for data processing, printing, inserting and mailing services for utility bills and CityWorks inserts. As this contract expires, a Request for Proposal (RFP) was conducted to follow industry best practices. The City received proposals from two vendors,

including the current vendor, InfoSend, Inc. Proposals were reviewed and evaluated by a team of two Finance personnel alongside with a Community Relations staff member. InfoSend was selected as the most qualified vendor based on experience, work approach, pricing, and quality of proposal. InfoSend has the technical, managerial and financial capacity to meet all of the requirements and provisions set forth in the RFP.

FINANCIAL IMPACT

The scope of work includes all of the services related to data processing, printing, mailing and inserting for the City's utility bills. With the evaluation team's efforts, the newly negotiated prices for most of the service line items showed a decrease. Below is a comparison of service costs between the current contract and the newly negotiated contract. Detailed pricing is also included in the attached agreement.

INFOSEND SERVICE COST PRICING		
Fee Description	Old Pricing	New Pricing
One-Time Implementation Fee	Waived	Waived
Professional Services Charges	\$150 per hour	\$120 per hour
Statement Paper Stock Cost	\$0.015 per sheet	\$0.015 per sheet
Certificate Paper Stock Cost	N/A	\$0.055 per sheet
Outgoing Envelope Cost	\$0.025per envelope	\$0.017 per envelope
Return Envelope Cost	\$0.022 per envelope	\$0.016 per envelope
Flat Envelope Cost	N/A	\$0.015 per envelope
One Page Bill Service Fee	\$0.056 per one page bill	\$0.056 per one page bill
Marketing Insert Fee	N/A	\$0.01 per additional page
One Page Certificate Service Fee	N/A	\$0.088 per one page bill
Insert Fee	\$0.01 per additional page	\$0.01 per additional page
Mail Processing	N/A	Included
Move Update Service Fees	\$0.30 per reported change	\$0.25 per reported change
House Holding	N/A	\$0.15 per mail piece
3rd Party Courier Service	N/A	Actual Cost (pass thru fee)
Archive Fee	\$0.01 per archived pdf	\$0.01 per archived pdf
Printing and Inserting of City Works insert	\$0.084 per insert	\$0.084 per insert
In house design services	N/A	\$95 per hour

Total annual cost for the City's print and mailing services for utility bills and CityWorks including paper and envelopes is estimated to be \$132,000, which includes \$29,000 for paper, envelopes, bill print and mailing services; \$25,000 for the printing and inserting of CityWorks; and \$78,000 for postage pass-through.

The contract's annual amount of \$132,000 is already included in each responsible department's current year operating budget. Future years' service fees will be incorporated in the biennial budget process. Funding sources include:

General Fund - \$25,000
 Water Enterprise Fund - \$87,000
 Sewer Enterprise Fund - \$20,000

RECOMMENDATION

It is recommended that the City Council:

- Award a contract, in the amount of \$132,000, to InfoSend Inc. for data processing, printing, inserting and mailing services for utility bills and CityWorks inserts for a 5-year term; and
- Authorize the City Manager to execute the agreement on behalf of the City, and to make modifications as appropriate.

ATTACHMENTS:

Description	Upload Date	Type	File Name
InfoSend Contract Agreement	4/14/2021	Agreement	InfoSend_Contract.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **InfoSend, Inc.**, 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 Data Processing, Printing, Mailing and Inserting Services for City of Garden Grove Utility Bills per RFP S-1280.
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.** The term of the agreement shall be for period of one (1) year from full execution of the agreement, with an option to extend said agreement additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. 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 which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
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 One Hundred Thirty Two Thousand Dollars (\$132,000.00), for the first year, payable in arrears and in accordance with Proposal Pricing Form, Attachment "B". All work shall be in accordance with RFP No. S-1280.

- 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-1280.
- 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.

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.

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)
InfoSend, Inc.
Attention: Russ Rezai, President
4240 East La Palma Avenue
Anaheim, CA 92807

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.
18. **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 1, Term and Termination, 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 hundred fifty dollars (\$150.00) per day for each and every calendar day during which completion of the work is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the contract.

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"
InfoSend, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

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 SERVICES
RFP No. S-1280

**Provide Data Processing, Printing, Mailing and Inserting Services for City
of Garden Grove Utility Bills**

BACKGROUND

The City of Garden Grove (City) has approximately 16,000 active business license tax accounts. The City mails approximately 23,000 business license renewal notices every year. This includes first notices, delinquent notices, and final notices. Our business license tax accounts are annual, anniversary dated. Renewal notices are mailed monthly. Business license also mails out approximately 14,000 paid Business License Tax Certificates every year. Paid Business License Tax Certificates are generally mailed weekly.

In addition, the City bills customer's bi-monthly and services over 34,000 water accounts. Currently the City mails approximately 15,000 utility paper bills per month or 800-1,000 per day. The water billing process is generated 4-5 days a week with billing data files delivered to the vendor electronically daily. The bills must be mailed via presorted first class mail in 1-2 days.

SCOPE OF WORK

The City is requesting proposals from qualified vendors for the purpose of designing, printing, sorting, inserting and delivering/mailing documents including, but not limited to, utility bills for both residential and commercial customers.

The successful proposal will be one that demonstrates the capability to fulfill all areas of the Scope of Work with technical proficiency.

Only firms with verifiable experience in data processing, printing, mailing, and inserting services, and at the minimum, USPS CASS certified, will be considered.

The proposals submitted for this project are to follow the outline described below and must address all requested information. If a requirement cannot be met, please provide an alternative approach.

Statement Design

1. The vendor must be able to accept the City's files in their current format or with minimal changes. See attached examples.
2. Ability to provide in house design services for the redesign of the utility bill that is compatible with City equipment.

3. Ability to provide proof copies of redesigned bill statement.
4. Bill messages and bill inserts are updated bi-monthly or as needed, based on City requirements.

Daily Processing

1. The selected vendor will be required to produce the printed bill statement, fold, insert and process for mailing all from the same facility location. No subcontracting of this work is allowed. The exception will be the bill statement stock, envelopes (mailing and return) and inserts all of which will be the responsibility of the vendor to maintain adequate inventory levels.
2. Ability to accept daily bill files using online upload using web, FTP or SFTP, or similar standard transmission methods. The City should be able to log into the Vendor's server, check status, and remove uploaded files prior to processing by the Vendor. An e-mail file transmission is not acceptable.
3. The City must be able to connect to the vendor's server.
4. The City must have the ability to view and approve sample bills online before they are printed and mailed.
5. Bills must be mailed within one to two business days of receipt. Same day printing and mailing is preferred.
6. The vendor must have the capability to suppress the printing of bills and/or envelopes for certain customers, based on City requirements. Suppression could be on a one-time or continual basis.
7. The remittance stub must be configured to work with the remittance processing equipment and software used to process the incoming checks.
8. The scan line on the stub includes account information and a check digit that is calculated via a specific algorithm.
9. The vendor must have the capability to print:
 - Intelligent bill messages based on customer type
 - Logos and usage history graphs
 - Multiple page bills as needed.
10. Bills must be mailed via presorted first class mail. More details about mailing requirements are provided in section *Archive and Mail* below.
11. Production reports - The City should be able to track all files that have been sent to the vendor - before, during, and after processing.
12. Status reports must be provided daily after processing is complete.
13. Bill Inserts and Messages

- a. The vendor must provide an interface that will allow the city to update requirements for bill messages and bill inserts on a monthly basis.
 - b. The interface must allow the City to include/exclude inserts and messages based on City requirements.
 - c. Please provide specific information about this interface, including screen shots and details about the process for new requests and updates to existing requests.
- 14. Inserts may be black ink or color, 1/3 page or 8 ½" x 11" with a tri-fold. Provide quotes accordingly.
- 15. Please provide details about the following:
 - a. Quality control procedures
 - b. Ability to pull a bill from production processing, and the process for doing so
 - c. Procedures for ensuring that the bill file transmissions are completed successfully and procedures for correcting issues.
- 16. Ability to allow for an electronic submission of multiple Business License renewal files including first notices, delinquent notices, and final notices.
- 17. Business License renewal files will be in PDF form and must be able to be uploaded to vendor platform and printed on renewal invoice design.
- 18. Business License renewal forms must have the ability to print in different colors to differentiate each notice type, if City desires
- 19. Business License renewal forms are to be mailed monthly.
- 20. Ability to include different inserts with different renewal notices.
- 21. Ability to provide in house design services for the redesign of the Business License renewal forms, if City desires.
- 22. Ability to upload PDF files of paid Business License Tax Certificates, and to print on certificate design
- 23. Business License Tax Certificates are mailed weekly, unless the number of accounts is not enough to receive the lowest available postage rate.
- 24. Ability to provide in house design services for the redesign of the Business License Tax Certificates, if City desires.

Archive and Mail

- 1. Bill Image Archives
- 2. All "valid" (bills not in error) bill images must be archived as PDF files on the same day the bill files are received by the vendor. This includes bills that are not printed based on requirements from the City.
- 3. Archive files must be easily accessible to City staff via an online interface.

4. Bill images must be stored for 24 months.
5. Please provide specific details about the archive system:
 - Screen shots of the interface
 - Search capability
 - Print capability
 - Process for viewing archived bill images
 - Process for emailing archived bill images to specific customers
6. Mailing
 - Bills must be mailed via presorted first class mail to maximize postal discounts.
 - The City should be able to verify proof of delivery to the USPS on an as needed basis.
 - Customer addresses must be validated and updated as necessary by the vendor using CASS (USPS-certified) software.
 - The vendor must provide NCOALink service or other change of address feed for City's billing addresses.
 - Multiple bills to the same customer and mailing address shall be matched and inserted in one appropriate size envelope and metered first-class separately, and delivered to the USPS at the same time as all other bills are delivered. These bills require only a single return envelope and single inserts.

Reporting

1. File Confirmation Report – Confirm receipt of file transmission.
2. Daily Production Confirmation Reports via email – immediately after processing is complete:
 1. Volume of bills
 - a. Received for processing
 - b. Printed
 - c. Not printed
 - d. Total \$ value of bills contained in a data file
 2. Postage presort breakdown including actual rates
 3. Inserts used and insert counts
 4. Move Update changes: Addresses changed
 - a. Customer Name
 - b. Utility Account number
 - c. Previous address
 - d. New address

Security

1. The vendor must provide necessary security to protect the City's data from unauthorized access. Please provide details about the security

- measures that are in place. Include procedures for ensuring that only authorized persons are admitted to the production floor.
2. Describe in detail how security is handled for information shared between the vendor and the City via email or online.
 3. The vendor must allow site visits by City personnel.

Paper Supplies

1. The vendor must be able to reproduce the preprinted and perforated paper stock that can match or exceed the quality of the current stock and provide the same number of preprinted colors.
2. The following envelopes must be provided by the vendor:
 - A double window #10 mailing envelope
 - A single window #9 security return envelope
 - Provide incoming envelopes that offer the ability to identify it is business license related, such as color coded, or some other identifiable mechanism.
3. The vendor must accept inserts printed by other vendors, and provide insert printing services as well. Please provide insert specifications and pricing.
4. The vendor must agree to receive shipments of inserts and store/warehouse all forms and envelopes used to process the City's bills.
5. Ability to provide paper sources that are products made/manufactured in the United States of America.

Customer Support and Disaster Recovery

1. Customer Support
 - The vendor must provide unlimited customer support during the hours of 8:00 am – 5:00 pm, Pacific Time
 - Provide procedures for after-hours support.
 - Provide a list of company holidays.
 - Provide contact points for customer service.
2. Disaster Recovery
 - The vendor must have a disaster recovery facility to process the City's bills if the main facility becomes inoperable.
 - Provide locations and information about these facilities.
 - Provide a summary of the disaster recovery plan.
 - Indicate the resources the City will be required to provide if a disaster recovery plan is implemented.

ATTACHMENT "B"
RFP NO. S-1280
(Data Processing, Printing, and Mailing Services)
PROPOSAL PRICING-Page 1 of 4

Proposal must include ALL costs and fees associated with providing the services. **Any fees, costs or charges that are not identified in this proposal will NOT be considered or paid by the CITY.**

Please DO NOT change/alter this page in any way! This page must be submitted with your proposal.

Provide a cost proposal for print and mail development, implementation, and ongoing maintenance. This section adheres to the provided table form. Identify all costs to be billed to the project, including out-of-pocket expenses such as travel and office support.

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	\$WAIVED	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	\$120.00	Per Hour
Cost of Materials		
Statement Paper Stock Cost 8.5x11", 24 pound paper stock with a micro-perforation and backer.	\$ 0.015	Per Sheet
Certificate Paper Stock Cost 8.5x11", card stock with a micro-perforation.	\$0.055	Per Sheet
Outgoing Envelope Cost Single Window white #10 envelope with security tint	\$0.017	Per Envelope
Return Envelope Cost No window #9 blue bar envelope with security tint	\$0.016	Per Envelope
Return Envelope Cost No window #9 green bar envelope with security tint for Business License renewals	\$0.016	Per Envelope
Flat Envelope Cost Applies only multi-page bills that do not fit in the standard double window #10 envelopes.	\$0.15	Per Envelope

ATTACHMENT "B"
RFP NO. S-1280
(Data Processing, Printing, and Mailing Services)
PROPOSAL PRICING-Page 2 of 4

Service Fees		
One Page Bill Service Fee Includes file transmission, data processing, simplex black or black with color bill printing, mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope), and delivery to the USPS.	\$ 0.056	Per One Page Bill
Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	\$0.01*	Per Additional Page
One Page Certificate Service Fee Includes file transmission, data processing, color certificate printing, mail preparation (folding, inserting a 1-page certificate into an outgoing envelope), and delivery to the USPS.	\$0.088	Per One Page Bill
Insert Fee Charge for inserting other various inserts. For example: Informational letters regarding new legislation.	\$0.01*	Per Additional Page
Mail Processing Includes mail preparation (folding, inserting a 1-page bill and the return envelope into an outgoing envelope).	\$Included	Per Mail Piece
Move Update Service Fees NCOALink or ACS Service	\$0.25	Per Reported Change
House Holding This surcharge only applies to multiple page bills that have too many pages to be inserted into the #10 envelope by machine. This surcharge covers the necessary manual labor.	\$0.15	Per Mail Piece
3rd Party Courier Service This cost only applies while the City uses its own indicia and prints statements for processing.	\$Actual Cost	Per Delivery Pass Through Actual Cost

*Insert Fee includes either client provided, folded or InfoSend produced inserts.

Archive Fee Images must be stored in PDF format for 12 months.	\$	Per Additional Insert
Printing and Inserting of City Works insert Paper: White 80# gloss Colors: 4/4, printed on both sides Flat size: 8.5" x 11" Tri-fold size: 8.5" x 3.66" Approx. Qty: 16,000 or 32,000 Frequency: Monthly or bi-monthly Miscellaneous Information Piece is inserted into City water bills Designed in-house; files emailed as pdf to contractor 100-300 quantity returned to City	\$0.084	Type text here
In house design services Provide in house design services for any redesign of business license renewals, business license tax certificates, and utility bills.	\$95/hr	

Contractor must be able to provide all services requested. PARTIAL PRICING PROPOSALS WILL NOT BE ACCEPTED! ALL LINES ON THIS FORM MUST BE COMPLETED OR THE CITY RESERVES THE RIGHT TO DEEM YOUR PROPOSAL AS NON-RESPONSIVE.

NOTE: The City reserves the right to select the services listed above based on the current fiscal year budget. There is no guarantee that all services listed above will be utilized and become part of the contract.

ATTACHMENT "B"
RFP NO. S-1280
(Data Processing, Printing, and Mailing Services)
PROPOSAL PRICING-Page 3 of 4

ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES:

Print Image Archive (per document): \$0.01 for 12 months, \$0.017 for 18 months retention,
\$0.022 for 24 months retention, \$0.027 for 36 months retention, \$0.032 for 48 months

Print Image Archive API Monthly Support Fee \$100.

Please provide a cost break down of how additional costs are calculated, if applicable. You may attached additional pages if needed.

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: 4/27/2021
 (*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	4/21/2021	Warrants	4-27-21_CC_Warrants_(Payroll_04-02-21).pdf
Warrants	4/21/2021	Warrants	4-27-21_CC_Warrants_(Payroll_04-16-21).pdf

184455	RICK L DUVAL	722.26	184456	JUDITH A MOORE	1954.07
184457	DIANE BELAIR	1903.90	184458	MICHAEL F ROCHA	2070.84
184459	DAMIAN JESUS CHAVEZ	668.63	184460	ARTHUR J FLORES	2437.14
184461	EDWIN O THURMAN JR	961.67	184462	FRANK X DE LA ROSA	1792.78
184463	ARNULFO GUZMAN JR	165.53	184464	ETHAN TANG	527.07
184465	SAMANTHA B VARGAS	752.29	184466	PATRICK R JULIENNE	3728.64
184466	GEORGE S BRIETIGAM III	409.87	184467	PHAT T BUI	170.30
184467	STEVEN R JONES	344.83	184468	STEPHANIE L KLOPFENSTEIN	234.34
184468	DIEDRE THU HA NGUYEN	409.27	184469	KIM B NGUYEN	413.05
184469	JOHN R ONEILL	443.62	184470	STEVE R SOLORIO	45.52
184470	PAMELA M HADDAD	1624.24	184471	SHAWN S PARK	2416.70
184471	SCOTT C STILES	6645.87	184472	MARIA A STIPE	5357.58
184472	MEENA YOO	2397.03	184473	AMANDA M POLLOCK	1750.44
184473	TERESA L POMEROY	3442.55	184474	LIZABETH C VASQUEZ	2255.67
184474	VERONICA AVILA	2215.40	184475	JEFFREY P DAVIS	2021.04
184475	NOELLE N KIM	2336.43	184476	MISSY M MENDOZA	263.97
184476	MARIE L MORAN	2551.33	184477	ANA E PULIDO	3947.87
184477	KRISTY H THAI	2296.50	184478	SHAUNA J CARRENO	1975.43
184478	VY D HO	2087.45	184479	DANNY HUYNH	3666.59
184479	VILMA C KLOESS	2445.58	184480	IVY LE	2004.85
184480	TAMMY LE	1227.53	184481	LINDA MIDDENDORF	2582.28
184481	MARIA A NAVARRO	2971.96	184482	PHUONG VIEN T NGUYEN	2027.90
184482	QUANG NGUYEN	2387.36	184483	TINA T NGUYEN	4654.14
184483	THYANA T PHI	2639.35	184484	MARIA RAMOS	2549.67
184484	TANYA L TO	1371.76	184485	CUONG K TRAN	1865.72
184485	ELAINE TRUONG	1615.32	184486	THANH-NGUYEN VO	1557.09
184486	DON T BALANAY	1987.72	184487	SYLVIA GARCIA	1920.58
184487	YUAN SONG	4798.09	184488	RETA J WESTON	1327.17
184488	KAREN M HARRIS	2769.04	184489	CHRISTI C MENDOZA	933.13
184489	TREVOR G SMOUSE	2483.15	184490	JANET J CHUNG	2581.98
184490	ANN C EIFERT	3211.39	184491	MARGARITA ABOLA	1855.06
184491	MARY ANN M ALCANCIA	2867.68	184492	MARISA ATIN RAMOS	1276.73
184492	ROBERT W MAY	1229.71	184493	SHAWNA A MCDONOUGH	1338.10
184493	HEIDY Y MUNOZ	3267.77	184494	SELAMAWIT NIGATU	2422.00
184494	MY TRA VO	2227.32	184495	LIGIA ANDREI	1736.47
184495	ARIANA B BAUTISTA	1879.69	184496	KAREN J BROWN	893.88
184496	CORINNE L HOFFMAN	2311.16	184497	EDWARD E MARVIN JR	1777.33
184497	ANGELA M MENDEZ	1651.37	184498	JENNIFER L PETERSON	1854.54
184498	ANH PHAM	1640.49	184499	EVA RAMIREZ	1939.70
184499	ALEXIS B ROMERO	1933.32	184500	JAIME F CHAVEZ	1645.22
184500	GARY F HERNANDEZ	1726.18	184501	NEAL M MANALANSAN	1857.54
184501	DANIEL J SANCHEZ	1719.15	184502	SANDRA E SEGAWA	3491.88
184502	ALANA R CHENG	2834.71	184503	PAUL GUERRERO	2925.83
184503	LISA L KIM	5211.93	184504	JULIE A ASHLEIGH	1884.38
184504	MICHAEL G AUSTIN	2439.05	184505	RYSON T DAHLHEIMER	2271.43
184505	CHRISTOPHER J CRANDALL	2769.45	184506	DAVID A DENT	2258.13
184506	RYAN J DAKE	2171.08	184507	RALPH V HERNANDEZ	4052.32
184507	TODD C HARTWIG	2672.83	184508		2160.87

**** PAGE TOTAL = 201514.77

D378829	ARMANDO HERRERA JR	915.60	D378830	AARON J HODSON	2230.13
D378831	DONALD E LUCAS	2901.43	D378832	SVETLANA MOURE	2161.24
D378833	PHU T NGUYEN	3807.21	D378834	LORENA J QUILLA SOULES	2655.07
D378835	PEDRO ROQUE	2708.36	D378836	JAKE P TRAN	811.64
D378837	CHRISTOPHER CHUNG	2634.93	D378838	PRIT J KASKLA	1969.48
D378839	HUONG Q LY	3357.66	D378840	LEE W MARINO	4264.56
D378841	MARIA L MARTINEZ	2329.67	D378842	MARIA C PARRA	3014.90
D378843	MONICA COVARRUBIAS	3380.74	D378844	GRACE E LEE	2497.76
D378845	AMEENAH ABU HAMDIYYAH	1890.59	D378846	GREG BLODGETT	3402.48
D378847	ALBERT O NUNEZ BLANCO	544.95	D378848	ORLINO CAMPOS REFUERZO J	544.95
D378849	ROY N ROBBINS	3037.31	D378850	TIMOTHY E THRONE	1863.50
D378851	MICHAEL C BOS	2040.77	D378852	DANIEL J CANDELARIA	3840.50
D378853	VINCENT L DE LA ROSA	2641.67	D378854	KAMVAR DIBAJ	1245.85
D378855	ALICIA M HOFER	1907.07	D378856	NICOLAS C HSIEH	3193.44
D378857	ROSEMARIE JACOT	2058.19	D378858	SHAN L LEWIS	2510.69
D378859	NAVIN B MARU	4516.90	D378860	JUAN C NAVARRO	2556.96
D378861	MICHAEL F SANTOS	3166.27	D378862	MARK P UPHUS	4064.38
D378863	JOSE A VASQUEZ	2907.11	D378864	ANA G VERGARA NEAL	2555.08
D378865	DAI C VU	3996.45	D378866	KHANG L VU	3282.76
D378867	CHRISTOPHER L ALLEN	1725.82	D378868	JOSHUA ARIONUS	1977.16
D378869	ALEJANDRO BANUELOS	2634.11	D378870	JAN BERGER	2238.42
D378871	ROBERT P BERMUDEZ	1278.72	D378872	TIM P CANNON	4176.58
D378873	CARINA M DAN	2106.06	D378874	RYAN H DAVIS	2340.88
D378875	RONALD W DIEMERT	2030.61	D378876	CHRIS N ESCOBAR	3978.73
D378877	JEREMY J GLENN	1454.73	D378878	ALEJANDRO GONZALEZ	2626.13
D378879	MICHAEL J GRAY	1715.40	D378880	LARRY GRIFFIN	2267.16
D378881	ROBERT A HAENDIGES	2975.35	D378882	RYAN S HART	2062.06
D378883	ANTHONY S HERNANDEZ	788.28	D378884	EDWARD A HUY	2160.83
D378885	VIDAL JIMENEZ	1602.01	D378886	LIYAN JIN	2822.44
D378887	SAMUEL K KIM	3712.49	D378888	REBECCA PIK KWAN LI	3885.35
D378889	DAVID MA AE	1678.23	D378890	RAQUEL K MANSON	2629.58
D378891	ALFREDO MARTINEZ	1992.36	D378892	TYLER MEISLAHN	1964.03
D378893	JESSE K MONTGOMERY	2217.29	D378894	JUSTIN M MORRIS	1606.08
D378895	STEVEN J MOYA JR	2251.29	D378896	BASIL G MURAD	3281.35
D378897	KIRK L NATLAND	1342.69	D378898	DUC TRUNG NGUYEN	2074.31
D378899	LISA NGUYEN	952.25	D378900	CORNELIU NICOLAE	3102.04
D378901	ANDREW I ORNELAS	2172.37	D378902	DAVID A ORTEGA	2062.33
D378903	CELESTINO J PASILLAS	2717.85	D378904	WILLIAM F PEARSON	2327.00
D378905	JESSICA J POLIDORI	3052.47	D378906	CHRISTOPHER B PRUDHOMME	1381.20
D378907	LES A RUITENSCHILD	3265.32	D378908	JONATHAN RUIZ	2191.45
D378909	ALEXIS SANTOS	1174.67	D378910	ADRIAN M SARMIENTO	2346.74
D378911	ALBERT TALAMANTES JR	3926.16	D378912	MINH K TRAN	2132.47
D378913	ALEJANDRO VALENZUELA JR	1285.36	D378914	ALEJANDRO N VALENZUELA	3387.84
D378915	RONALD J WOLLAND	1393.31	D378916	VICTOR K YERGENSEN	2673.76
D378917	ALICE K FREGOSO	1909.92	D378918	ALICIA R GARCIA	733.25
D378919	WILLIAM E MURRAY JR	6267.14	D378920	EMILY H TRIMBLE	1903.71
D378921	ALFRED J AGUIFRE	2867.03	D378922	EDWARD D AMBRIZ GARCIA	410.58
D378923	RODOLPHO M BECERRA	2344.97	D378924	RAYMOND A BUCHLER	1380.27

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D378925	EDGAR A CANO	1138.20	D378926	ALBERT J CARRISOZA	1830.66
D378927	GABRIELA R CONTRERAS	2259.50	D378928	JULIE T COTTON	1665.47
D378929	ERIC M ESPINOZA	1723.17	D378930	ALBERT R EURS II	2588.23
D378931	ROBERT J FRANCO	747.87	D378932	CASEY G GIROUARD	1405.79
D378933	HERMILO HERNANDEZ	1978.63	D378934	DARNELL D JERRY	551.61
D378935	BRENT KAYLOR	2360.14	D378936	MARK W LADNEY	2619.82
D378937	RAUL LEYVA	2330.81	D378938	DIEGO A MEJIA	1894.61
D378939	RIGOBERTO MENDEZ	2275.43	D378940	STEVEN T ORTIZ	2333.09
D378941	PHILLIP Q PHAM	518.68	D378942	RICHARD L PINKSTON	2482.61
D378943	JOSE J ROMAN	481.12	D378944	ALEXIS P TARIN	2321.51
D378945	STEVE J TAUANU'U	4011.10	D378946	SUSAN VITALI	1006.15
D378947	STEPHANIE A WASINGER	463.32	D378948	SHAQUANNA D WESTON	459.07
D378949	RICK S ZIEGLER	361.29	D378950	IOAN ANDREI	1040.61
D378951	SYLVESTER A BABINSKI IV	2065.40	D378952	DONEISHA L BELL	776.36
D378953	JEFFREY G CANTRELL	2353.03	D378954	JULIA ESPINOZA	1229.38
D378955	CECELIA A FERNANDEZ	1198.28	D378956	CONRAD A FERNANDEZ	1003.88
D378957	DIANA GOMEZ	964.05	D378958	JORGE GONZALEZ	1155.64
D378959	MICHAEL R GREENE	2229.87	D378960	RONALD D GUSMAN	1053.12
D378961	GLORIA A HARO	1156.21	D378962	ERIC W JOHNSON	1195.90
D378963	LEONEL A LAMAS	929.05	D378964	KHUONG NGUYEN	1202.21
D378965	DELFRADO C REYES	1213.16	D378966	RAFAEL ROBLES	1649.05
D378967	ADRIANNA M RODRIGUEZ	1096.79	D378968	RODERICK THURMAN	1922.92
D378969	EVARISTO VERA	1617.30	D378970	RICHARD L WILLIAMS	2467.06
D378971	ANSELMO AGUIRRE	1877.87	D378972	DOMINIC CAMERA	734.59
D378973	PHILLIP J CARTER	2468.29	D378974	RICK L DUVAL	2405.20
D378975	AARON R HANSEN	2078.53	D378976	HUY HOA HUYNH	2172.60
D378977	MATTHEW D ILFELD	1313.55	D378978	BRYAN D KWIATKOWSKI	2236.07
D378979	DANIEL C MOSS	1359.94	D378980	ROLANDO QUIROZ	1741.68
D378981	RICARDO SALDIVAR	577.04	D378982	WILLIAM A SOTO	1655.20
D378983	LUIS A TAPIA	2360.00	D378984	MICHAEL W THOMPSON	2789.17
D378985	JOSEPH E TRUJILLO	1209.56	D378986	WILLIAM J WHITE	2100.38
D378987	JESSE GUZMAN	1863.67	D378988	MARK M KHALIL	2061.82
D378989	BRETT A MEISLAHN	2526.30	D378990	DOUGLAS A MOORE	2216.36
D378991	ANDREW J MORELAND	608.88	D378992	AUSTIN H POWELL	2016.06
D378993	MELVIN P REED	1657.21	D378994	STEPHEN D SUDDUTH	4829.94
D378995	HILLARD J WILLIAMS	1085.71	D378996	SOUHELIA K GOUNTOUA	2209.88
D378997	ALBERT J HOLMON III	3349.94	D378998	VICTOR T BLAS	2344.77
D378999	JOSE GOMEZ	1938.36	D379000	MICHAEL V GUERRERO	1610.89
D379001	BRENT W HAYES	3355.73	D379002	FRANK D HOWENSTEIN	2360.38
D379003	ALLEN G KIRZNER	2770.20	D379004	BRANDON S NUNES	1531.97
D379005	STEPHEN PORRAS	3367.66	D379006	JESSE VIRAMONTES	2108.53
D379007	JOHN ZAVALA	3319.56	D379008	YOLANDA A ALVARADO	535.34
D379009	STEPHANIE AMBRIZ	492.73	D379010	JOSELYN D AVALOS	388.19
D379011	REBECCA J BAILOR	511.58	D379012	JOSUE BARREIRO MENDOZA	2196.51
D379013	DYLAN J BOGGAN	601.82	D379014	RACHEL M CAMARENA	2110.07
D379015	RENE CAMARENA	1833.96	D379016	VICTORIA M CASILLAS	1836.39
D379017	AMANDA D CROSS	1720.51	D379018	GISELL L CRUZ	701.44
D379019	MARLY DELGADO CHAVEZ	538.50	D379020	GABRIELA DIAZ	644.39

**** PAGE TOTAL = 163652.07

D379021	KELDEN A DOWNS	668.66	D379022	MARK C FREEMAN	3051.74
D379023	JARED D GARCIA	416.06	D379024	STEVEN E GOMEZ	582.23
D379025	JACOB R GRANT	1782.06	D379026	KALYSTA N LOPEZ	374.71
D379027	ELAINE M MA AE	2482.21	D379028	LORENA OCHOA MCINTYRE	1940.40
D379029	JESUS MEDINA	4551.21	D379030	JUAN MEDINA	2121.33
D379031	JOHN A MONTANCHEZ	4735.58	D379032	KIRSTEN K NAKAISHI	503.07
D379033	NOEL N NICHOLAS	950.71	D379034	JENNIFER GODDARD NYE	2617.39
D379035	GABRIELA OCADIZ HERNANDE	2896.75	D379036	STEPHANIE ORTIZ	259.51
D379037	CHRISTIAN PANGAN	100.31	D379038	JANET E PELAYO	3410.85
D379039	ARIELLE PICKRELL	176.89	D379040	ALEXA PRADO	193.93
D379041	SHADY S PUAILOA	496.16	D379042	SUGEIRY REYNOSO	3451.59
D379043	MARINA Y ROMERO	1890.88	D379044	MARIA D ROSALES	393.20
D379045	TANYA ROSAS	203.95	D379046	DANA MARIE SAUCEDO	2461.61
D379047	EMERON J SCHLUMBERGER	467.54	D379048	REBECCA S SMITH	152.96
D379049	ANNIE NGAN TRAN-LUONG	774.18	D379050	KENNETH P TRAVIS III	320.50
D379051	CLAUDIA VALDIVIA	2918.42	D379052	JEFFREY VAN SICKLE	2189.17
D379053	JOSHUA VENCES	576.04	D379054	PAUL E VICTORIA	1294.68
D379055	JACOB D VIRAMONTES	305.22	D379056	PEDRO R ARELLANO	3695.48
D379057	THOMAS R DARE	5787.26	D379058	CAROLE A KANEGAE	2260.24
D379059	CLAUDIA ALARCON	3064.12	D379060	KRISTEN A BACKOURIS	1466.86
D379061	SHARON S BAEK	2349.12	D379062	GENA M BOWEN	1742.28
D379063	JESENIA CAMPOS	2198.97	D379064	BRIAN D DALTON	2794.62
D379065	NICHOLAS A DE ALMEIDA LO	4711.56	D379066	AMIR A EL FARRA	4325.10
D379067	HELENA ELSOUSOU	2570.08	D379068	BRIAN C GIRGENTI	3657.26
D379069	AI KELLY HUYNH	2212.30	D379070	MICHAEL J JENSEN	4859.80
D379071	ALLYSON T LE	1897.94	D379072	MATTHEW P MARCHAND	3636.68
D379073	LINDA M MORIN	3783.81	D379074	PHILLIP H PHAM	3394.27
D379075	REYNA ROSALES	1836.46	D379076	ROBERT M STEPHENSON III	3941.92
D379077	MICHAEL J VISCOMI	3332.39	D379078	CARL J WHITNEY	6777.12
D379079	GIOVANNI ACOSTA	2321.23	D379080	TIMOTHY R ASHBAUGH	2640.44
D379081	ALFREDO R AVALOS	4457.17	D379082	COLLIN E BAKER	2882.82
D379083	RENZO CHUMBE	2269.15	D379084	DARRYL B CORTEZ JR	2047.84
D379085	GARY L COULTER	2496.41	D379086	CHARLIE DANIELEY III	1396.62
D379087	ISAAC DAVILA	2146.67	D379088	RONALD A DOSCHER	1416.15
D379089	BROC D DUDLEY	2209.79	D379090	STEPHEN C ESTLOW	1234.97
D379091	JESUS FAJARDO	2472.76	D379092	HECTOR FERREIRA JR	3385.84
D379093	ROBERT D FREENIUS	2237.11	D379094	JASON S FULTON	2661.30
D379095	TRAVIS J HADDEN	2659.53	D379096	JOSE D HERRERA	3962.33
D379097	JASON A HOWARD	2813.51	D379098	KIRK P HURLEY	2197.35
D379099	DONALD J HUTCHINS	3378.95	D379100	NICKOLAS K JENSEN	3060.09
D379101	CHAD B KIM	2330.13	D379102	TIMOTHY P KOVACS	3270.56
D379103	MICHAEL J LANG	2787.66	D379104	RAPHAEL M LEE	815.89
D379105	MARK A LORD	3895.95	D379106	RYAN M LUX	3491.63
D379107	JORGE L MAZON	2764.57	D379108	MICHAEL A MOSER	1629.41
D379109	MITCHEL S MOSSER	2887.15	D379110	JACOB J NEELY	2052.03
D379111	JASON S PERKINS	3523.51	D379112	COREY T POLOPEK	3323.44
D379113	SINDY RAMIREZ OROZCO	2796.62	D379114	JOHN E RANEY	3039.12
D379115	THOMAS S REED	2463.82	D379116	AARON T SHIPLEY	2181.76

**** PAGE TOTAL = 227608.62

D379117	SHAYLEN L SIMONS	2275.53	D379118	CHARLES W STARNES	2612.74
D379119	PAUL M TESSIER	3299.07	D379120	VINCENTE J VAICARO	3597.20
D379121	EDGAR VALENCIA	3420.26	D379122	ROYCE C WIMMER	3635.25
D379123	SARAH A WRIGHT	2465.26	D379124	COLE A YNIGUEZ	2790.74
D379125	DAVID C YOUNG	3720.24	D379126	MARCOS R ALAMILLO	3682.70
D379127	BOBBY B ANDERSON	2990.82	D379128	FRANCISCO AVALOS JR	2270.51
D379129	JOHN F BANKSON	3337.11	D379130	JAMES A BLUM	2791.74
D379131	TROY F BOWMAN	2696.72	D379132	JEFFREY A BROWN	4064.68
D379133	RYAN V BUSTILLOS	4258.39	D379134	JUAN C CENTENO	6330.23
D379135	JEROME L CHEATHAM	3289.16	D379136	HAN J CHO	4405.73
D379137	BRIAN M CLASBY JR	3689.39	D379138	JULIO C CORTEZ	2374.10
D379139	JUAN L DELGADO JR	3569.50	D379140	KEVIN DINH	2793.08
D379141	TAYLOR M DUARTE	2161.71	D379142	OTTO J ESCALANTE	4885.22
D379143	JOSHUA N ESCOBEDO	3011.43	D379144	MICHELLE N ESTRADA MONSA	2446.76
D379145	GEORGE R FIGUEREDO	5172.89	D379146	SEAN M GLEASON	2681.06
D379147	GONZALO GONZALEZ JR	2320.14	D379148	KYLE N HALEY	1690.63
D379149	EFRAIN A JIMENEZ JR	2479.94	D379150	CODY M JOHNSON	3052.65
D379151	ROBERT J KIVLER	2729.85	D379152	ARION J KNIGHT	1885.30
D379153	PETER M KUNKEL	3638.26	D379154	ERICK LEYVA	4054.82
D379155	RAFAEL LOERA JR	2574.77	D379156	JESSE A LUCATERO	2404.50
D379157	ROBERTO MACHUCA	2327.84	D379158	TAYLOR A MACY	2816.27
D379159	GIANLUCA F MANTACI	2960.41	D379160	BRYAN J MEERS	5333.08
D379161	NATHAN D MORTON	2578.50	D379162	PATRICK W MURPHY	3126.47
D379163	PATRICK J MUSCHETTO	2134.22	D379164	THOMAS R NADOLSKI	1690.80
D379165	JEFFREY C NGUYEN	3231.52	D379166	JOSHUA T OLIVO	3668.02
D379167	STEVEN TRUJILLO ORTIZ	2151.75	D379168	EMMANUEL PEREZ	2191.41
D379169	OMAR F PEREZ	1968.80	D379170	LUIS A QUIROZ	1805.01
D379171	LUIS F RAMIREZ	3319.67	D379172	RON A REYES	3304.99
D379173	DANIEL RODRIGUEZ	2517.67	D379174	SEAN M SALAZAR	2826.64
D379175	ALFREDO SALGADO JR.	2107.20	D379176	CHRISTOPHER M SHELIGREN	2608.36
D379177	LEVI JOENIEL SILVA	1962.34	D379178	PAUL W ASHBY	3695.62
D379179	THOMAS A CAPPS	2834.84	D379180	MICHAEL K ELHAMI	3485.24
D379181	SHELBY KEUILIAN	1826.35	D379182	DANNY J MIHALIK	3952.12
D379183	JEREMY N MORSE	3610.80	D379184	JASON M MURO	3469.14
D379185	DANIELLE E RIEDL	3417.04	D379186	ROCKY F RUBALCABA	2940.09
D379187	LINO G SANTANA	5098.64	D379188	DUO XU	1442.10
D379189	JOHN J YERGLER	3395.53	D379190	CHRISTOPHER M EARLE	3063.17
D379191	BENJAMIN M ELIZONDO	2907.15	D379192	KRISTOFER D KELLEY	3688.72
D379193	NICHOLAS A LAZENBY	3098.88	D379194	CHARLES H LOFFLER	3188.19
D379195	BRADLEY A LOWEN	2744.51	D379196	RYAN R RICHMOND	1954.61
D379197	GAREY D STAAL	3378.78	D379198	JOSHUA K BEHZAD	2398.44
D379199	AARON J COOPMAN	3156.90	D379200	MICHAEL E GERDIN	2674.84
D379201	TROY HALLER	4663.66	D379202	JASON L JOHNSON	3734.67
D379203	RAUL MURILLO JR	4401.22	D379204	ERIC T RUZIECKI	3563.96
D379205	RENE BARRAZA	3626.37	D379206	DEREK M LINK	3531.95
D379207	ADAM D ZMIJA	4222.08	D379208	LISA A BELTHIUS	185.74
D379209	RICHARD O BURILLO	4491.13	D379210	RANDY G CHUNG	80.78
D379211	COURTNEY P CIBOSKY	2858.34	D379212	ADAM B COUGHRAN	160.52

**** PAGE TOTAL = 291123.17

D379213	JOHN DANG	484.84	D379214	CHRISTOPHER C DOVEAS	30.81
D379215	DANIEL S EDWARDS	855.59	D379216	VICTORIA A JORDAN	176.15
D379217	EDUARDO C LEIVA	5638.65	D379218	MARIO MARTINEZ JR	5680.10
D379219	JOHN O OJEISEKHOBIA	46.43	D379220	JOSEPH A GARCIA	445.28
D379221	RUDY A ROCHA	465.45	D379222	KENTON TRAN	414.66
D379223	CALEB I VAUGHN	445.37	D379224	TYLER D VU	122.82
D379225	KAREN D BRAME	1002.11	D379226	KENNETH L CHISM	1774.21
D379227	PAUL E DANIELSON	1930.77	D379228	TANNER C DE PADUA	1719.51
D379229	KORY C FERRIN	3873.04	D379230	JAMES D FISCHER	1223.30
D379231	VICTORIA M FOSTER	1759.16	D379232	THI A HUYNH	2886.53
D379233	SERGIO J JIMENEZ TAVAREZ	1728.26	D379234	KENNETH E MERRILL	529.77
D379235	JOSEPH N PANELLA	1728.26	D379236	BRANDON J PAQUA	1800.26
D379237	DOUGLAS A PLUARD	4051.03	D379238	BRYANT D RICHARDS	1800.26
D379239	DANIEL C VIGIL	1802.51	D379240	WILLIAM ALLISON	4535.68
D379241	RICHARD A ALVAREZ BROWN	3267.94	D379242	BEAU A BERENGER	3112.06
D379243	RAY E BEX	4687.78	D379244	FLOR DE LIS ELIZONDO	1320.65
D379245	PATRICIA C FLINN	2703.67	D379246	PATRICK E GILDEA	5446.40
D379247	BAO TINH THI LE	1184.29	D379248	RAQUEL D MATA	1101.31
D379249	REBECCA S MEERS	4754.73	D379250	JONATHAN B WAINWRIGHT	3232.75
D379251	MARIA A ALCARAZ	1955.34	D379252	MADELINE M ALVARADO	1779.00
D379253	MARIA S ATWOOD	1834.86	D379254	RYAN S BERLETH	2032.94
D379255	BRITTANEE N BRANTNER	1719.17	D379256	CARISSA L BRUNICK	1465.51
D379257	TAMMY L CHAURAN HAIRGROV	1360.53	D379258	JACINTA F CHOWDHURY	1810.03
D379259	KRISTINA L CORNETT	1654.16	D379260	RUSSELL B DRISCOLL	1846.95
D379261	VERONICA FRUTOS	1282.54	D379262	DAVID L GEORGE	2560.97
D379263	PINKY C HINGCO	2308.44	D379264	LINDALINH THU LY	1388.46
D379265	MARIA C MCFARLANE	1991.48	D379266	DAWN M MONTOYA	1771.80
D379267	TRINA T NGUYEN	2093.22	D379268	MANUEL A QUIRALTE AGUAYO	1611.24
D379269	JENNIFER V ROMBOUGH	1982.89	D379270	KIMBRA S VELLANOWETH	1929.83
D379271	CHRISTAL L WEYKER	2084.67	D379272	SHANNON M YELENSKY	1697.60
D379273	SANDRA M ARROYO	1873.63	D379274	SHYLER R.D. CHAPPELL	1936.09
D379275	JENNIFER A DIX	2416.14	D379276	KATHERINE M FRANCISCO	1416.97
D379277	AMANDA B GARNER	1885.77	D379278	ARCHIE GUZMAN	2528.85
D379279	LAUREN M LADD	2076.38	D379280	ROBERT D LUX	2190.75
D379281	MELISSA MENDOZA CAMPOS	2306.46	D379282	BRANDY J PARK	2600.01
D379283	CRISTINA V PAYAN	2105.64	D379284	JENNIFER M RODRIGUEZ	2179.99
D379285	TANYA L SAMOFF	2890.16	D379286	SUSAN A I SEYMOUR	2411.74
D379287	NICOLE D SHORROW	2270.65	D379288	DANNY J SOSEBEE	1785.24
D379289	MARSHA D SPELLMAN	2344.84	D379290	SPENCER T TRAN	2356.34
D379291	SANTA WARDLE	1073.85	D379292	CHERYL L WHITNEY	1930.93
D379293	EVAN S BERESFORD	2872.93	D379294	DANIEL A CAMARA	2566.18
D379295	RICHARD E DESBIENS	2244.76	D379296	JAMES D FRANKS	2589.17
D379297	PETE GARCIA	2438.88	D379298	ROBERT J GIFFORD	3133.25
D379299	STEVEN H HEINE	2100.49	D379300	WILLIAM T HOLLOWAY	3542.97
D379301	GERALD F JORDAN	3692.32	D379302	JOSEPH L KOLANO	2296.12
D379303	LEA K KOVACS	2905.24	D379304	DAVID LOPEZ	3467.99
D379305	STEVEN W LUKAS	1930.41	D379306	ADAM C NIKOLIC	5677.44
D379307	LUIS A PAYAN	2512.48	D379308	TERRA M RAMIREZ	2381.02

**** PAGE TOTAL = 208856.10

D379309	CHRISTIN E ROGERS	2924.08	D379310	BRIAN T STROUD	3294.87
D379311	TUONG-VAN NGUYEN VU	1923.48	D379312	DENNIS WARDLE	3277.42
D379313	SUMMER A BOGUE	2078.77	D379314	ERIC A QUINTERO	572.68
D379315	ASHLEY C ROJAS	1701.79	D379316	JANNA K BRADLEY	5054.29
D379317	MARY C CERDA	2007.19	D379318	BRANDI M HART	664.02
D379319	LIANE Y KWAN	3317.55	D379320	JANY H LEE	3605.22
D379321	SHERRILL A MEAD	2301.23	D379322	STEPHANIE E RICHARDS	1873.82
D379323	CAITLYN M STEPHENSON	2045.82	D379324	LAURA J STOVER	4983.27
D379325	ANNA L GOLD	1926.80	D379326	KATRENA J SCHULZE	1072.08
D379327	MATTHEW T SWANSON	1702.51	D379328	ANTHONY VALENZUELA	1498.15
D379329	CANDY G WILDER	1931.51	D379330	STEVEN F ANDREWS	2472.72
D379331	TERENCE S CHANG	2591.51	D379332	VERNA L ESPINOZA	1978.29
D379333	CESAR GALLO	2745.20	D379334	ERNIE E HINGCO	1910.47
D379335	GEOFFREY A KLOESS	5284.52	D379336	RACHOT MORAGRAAN	3632.02
D379337	NOEL J PROFFITT	2970.27	D379338	ANAND V RAO	4388.77
D379339	ROD T VICTORIA	2499.77	D379340	TERREL KEITH WINSTON	3355.25
D379341	O.C.E.A. GENERAL	2339.20	D379342	O.C.E.A.	1101.61
D379343	POLICE ASSN	15855.46	D379344	COMMUNITY HEALTH CHARITI	45.00
D379345	GARDEN GROVE POLICE ASSO	1630.00	D379346	SO CAL CREDIT UNION	43752.00
D379347	SOUTHLAND CREDIT UNION	4575.00	W2790	GREAT WEST LIFE 457 #340	105839.94
W2791	GREAT WEST LIFE OBRA#340	2178.56	W2792	INTERNAL REVENUE SERVICE	285460.25
W2793	EMPLOYMENT DEVELOPMENT D	87163.76			

*** PAGE TOTAL = 633526.12

TOTAL CHECK PAYMENTS 12
 TOTAL DIRECT DEPOSITS 603
 TOTAL WIRE PAYMENTS 4
 GRAND TOTAL PAYMENTS 619

17,684.82
 1,460,319.76
 480,642.51

 1,958,647.09 ✓

Checks #184455 thru #184466, and Direct Deposits #D378745 thru #D379347, and wire #W2790 thru #W2793 presented in the Payroll Register submitted to the Garden Grove City Council 27 APR 2021, have been audited for accuracy and funds are available for payment thereof.


 PATRICIA SONG - FINANCE DIRECTOR

184467	RODOLFO B RAMOS	439.59	184468	JENNIFER L ITURRALDE	439.59
184469	CHRISTOPHER J CRANDALL	8293.03	184470	ARIANA B BAUTISTA	4384.65
184471	RACHEL MENDIOLA	434.42	184472	JUDITH A MOORE	1954.07
184473	DIANE BELAIR	1903.90	184474	JULIE T COTTON	1665.47
184475	MICHAEL F ROCHA	2070.84	184476	DAMIAN JESUS CHAVEZ	660.65
184477	ARTHUR J FLORES	2437.14	184478	FRANK X DE LA ROSA	3666.54
184479	ARNULFO GUZMAN JR	159.25	184480	MYCHAELELLA J SIEVE	116.36
184481	ETHAN TANG	527.07	184482	SAMANTHA B VARGAS	1169.35
184483	PATRICK R JULIENNE	2513.95	184484	JESUS GOMEZ	1800.26
D379346	GEORGE S BRIETIGAM III	262.05	D379347	PHAT T BUI	22.48
D379348	STEVEN R JONES	197.01	D379349	STEPHANIE L KLOPFENSTEIN	86.52
D379350	DIEDRE THU HA NGUYEN	276.45	D379351	KIM B NGUYEN	280.23
D379352	JOHN R ONEILL	295.80	D379353	PAMELA M HADDAD	1624.24
D379354	SHAWN S PARK	2416.70	D379355	SCOTT C STILES	6645.87
D379356	MARIA A STIPE	6828.39	D379357	MEENA YOO	2347.03
D379358	AMANDA M POLLOCK	1750.44	D379359	TERESA L POMEROY	3442.55
D379360	LIZABETH C VASQUEZ	2255.67	D379361	VERONICA AVILA	2215.40
D379362	JEFFREY P DAVIS	3256.63	D379363	NOELIE N KIM	2336.43
D379364	MARIE L MORAN	2551.33	D379365	ANA E PULIDO	3909.23
D379366	KRISTY H THAI	2296.50	D379367	SHAUNA J CARRENO	1975.43
D379368	VY D HO	3932.07	D379369	DANNY HUYNH	4551.35
D379370	VILMA C KLOESS	2445.58	D379371	IVY LE	2004.85
D379372	TAMMY LE	1795.44	D379373	LINDA MIDDENDORF	2582.28
D379374	MARIA A NAVARRO	3017.64	D379375	PHUONG VIEN T NGUYEN	2027.90
D379376	QUANG NGUYEN	2387.36	D379377	TINA T NGUYEN	2154.26
D379378	THYANA L PHI	2639.35	D379379	MARIA RAMOS	2312.02
D379380	TANYA L TO	1371.76	D379381	CUONG K TRAN	1865.72
D379382	ELAINE TRUONG	1615.32	D379383	THANH-NGUYEN VO	1557.09
D379384	DON T BALANAY	1987.72	D379385	SYLVIA GARCIA	1920.58
D379386	YUAN SONG	4798.09	D379387	RETA J WESTON	2272.66
D379388	KAREN M HARRIS	2769.04	D379389	CHRISTI C MENDOZA	933.13
D379390	TREVOR G SMOUSE	2382.13	D379391	JANET J CHUNG	2581.98
D379392	ANN C EIFERT	3886.46	D379393	MARGARITA ABOLA	1855.06
D379394	MARY ANN M ALCANCIA	2867.68	D379395	MARISA ATIN RAMOS	1276.73
D379396	ROBERT W MAY	1229.71	D379397	SHAWNA A MCDONOUGH	838.10
D379398	HEIDY Y MUNOZ	3267.77	D379399	SELAMAWIT NIGATU	2422.00
D379400	MY TRA VO	2227.32	D379401	LIGIA ANDREI	1736.47
D379402	KAREN J BROWN	699.13	D379403	CORINNE L HOFFMAN	2311.16
D379404	EDWARD E MARVIN JR	1777.33	D379405	ANGELA M MENDEZ	1651.37
D379406	JENNIFER L PETERSON	1854.54	D379407	ANH PHAM	1640.49
D379408	EVA RAMIREZ	1939.70	D379409	ALEXIS B ROMERO	1933.32
D379410	JAIME F CHAVEZ	1645.22	D379411	GARY F HERNANDEZ	1726.18
D379412	NEAL M MANALANSAN	1857.54	D379413	DANIEL J SANCHEZ	1719.15
D379414	SANDRA E SEGAWA	3491.88	D379415	ALANA R CHENG	6000.90
D379416	PAUL GUERRERO	2545.83	D379417	LISA L KIM	5113.27
D379418	JULIE A ASHLEIGH	1884.38	D379419	MICHAEL G AUSTIN	2439.05
D379420	RITA M CRAMER	2271.43	D379421	BRYSON T DAHLHEIMER	2258.13
D379422	RYAN J DAKE	2171.08	D379423	DAVID A DENT	4052.32

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D379424	TODD C HARTWIG	2672.83	D379425	RALPH V HERNANDEZ	2160.87
D379426	ARMANDO HERRERA JR	422.58	D379427	AARON J HODSON	2230.13
D379428	DONALD E LUCAS	2901.43	D379429	SVETLANA MOURE	2161.24
D379430	PHU T NGUYEN	3807.21	D379431	LORENA J QUILLA SOULES	2655.07
D379432	PEDRO ROQUE	2708.36	D379433	JAKE P TRAN	781.21
D379434	CHRISTOPHER CHUNG	2634.93	D379435	PRIT J KASKLA	1969.48
D379436	HUONG Q LY	2049.26	D379437	LEE W MARINO	4264.56
D379438	MARIA L MARTINEZ	2329.67	D379439	MARIA C PARRA	3014.90
D379440	MONICA COVARRUBIAS	3380.74	D379441	GRACE E LEE	2497.76
D379442	AMEENAH ABU HAMDIYYAH	1890.59	D379443	GREG BLODGETT	3402.48
D379444	ALBERT O NUNEZ BLANCO	544.95	D379445	ORLINO CAMPOS REFUERZO J	544.95
D379446	ROY N ROBBINS	3037.31	D379447	TIMOTHY E THRENE	3541.05
D379448	MICHAEL C BOS	2040.77	D379449	DANIEL J CANDELARIA	3840.50
D379450	VINCENT L DE LA ROSA	2282.73	D379451	KAMYAR DIBAJ	604.95
D379452	ALICIA M HOFER	1957.07	D379453	NICOLAS C HSIEH	3461.45
D379454	ROSEMARIE JACOT	2058.19	D379455	SHAN L LEWIS	2544.06
D379456	NAVIN B MARU	4566.90	D379457	JUAN C NAVARRO	2442.07
D379458	MICHAEL F SANTOS	3166.27	D379459	MARK P UPHUS	4064.38
D379460	JOSE A VASQUEZ	2770.12	D379461	ANA G VERGARA NEAL	2555.08
D379462	DAI C VU	4894.63	D379463	KHANG L VU	3332.76
D379464	CHRISTOPHER L ALLEN	1725.82	D379465	JOSHUA ARIONUS	1977.16
D379466	ALEJANDRO BANUELOS	1750.49	D379467	JAN BERGER	2238.42
D379468	ROBERT P BERMUDEZ	716.39	D379469	TIM P CANNON	2829.13
D379470	CARINA M DAN	2106.06	D379471	RYAN H DAVIS	1726.40
D379472	RONALD W DIEMERT	2030.61	D379473	CHRIS N ESCOBAR	2993.16
D379474	JEREMY J GLENN	1454.73	D379475	ALEJANDRO GONZALEZ	2626.13
D379476	MICHAEL J GRAY	1714.96	D379477	LARRY GRIFFIN	1724.38
D379478	ROBERT A HAENDIGES	4381.63	D379479	RYAN S HART	2062.06
D379480	ANTHONY S HERNANDEZ	761.20	D379481	EDWARD A HUYNH	2588.64
D379482	VIDAL JIMENEZ	7819.18	D379483	LIYAN JIN	2822.44
D379484	SAMUEL K KIM	3712.49	D379485	REBECCA PIK KWAN LI	3885.35
D379486	DAVID MA AE	1678.23	D379487	RAQUEL K MANSON	2629.58
D379488	ALFREDO MARTINEZ	1760.85	D379489	TYLER MEISLAHN	1964.03
D379490	JESSE K MONTGOMERY	2217.29	D379491	JUSTIN M MORRIS	2041.17
D379492	STEVEN J MOYA JR	2251.29	D379493	BASIL G MURAD	2979.29
D379494	KIRK L NATLAND	1342.69	D379495	DUC TRUNG NGUYEN	2074.31
D379496	LISA NGUYEN	700.50	D379497	CORNELIU NICOLAE	1602.04
D379498	ANDREW I ORNELAS	2150.36	D379499	DAVID A ORTEGA	2062.33
D379500	CELESTINO J PASILLAS	2717.85	D379501	WILLIAM F PEARSON	2956.46
D379502	JESSICA J POLIDORI	3052.47	D379503	CHRISTOPHER B PRUDHOMME	1671.28
D379504	LES A RUITENSCHILD	3265.32	D379505	JONATHAN RUIZ	2350.70
D379506	ALEXIS SANTOS	1174.67	D379507	ADRIAN M SARMIENTO	2749.44
D379508	ALBERT TALAMANTES JR	2055.81	D379509	MINH K TRAN	2522.79
D379510	ALEJANDRO VALENZUELA JR	1274.19	D379511	ALEJANDRO N VALENZUELA	3631.87
D379512	RONALD J WOLLAND	1434.72	D379513	VICTOR K YERGENSEN	2862.41
D379514	ALICE K FREGOSO	1909.92	D379515	ALICIA R GARCIA	733.25
D379516	WILLIAM E MURRAY JR	6267.14	D379517	EMILY H TRIMBLE	1903.71
D379518	ALFRED J AGUIRRE	2867.03	D379519	EDWARD D AMBRIZ GARCIA	662.22

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D379520	RODOLPHO M BECERRA	3046.75	D379521	RAYMOND A BUCHLER	1779.96
D379522	EDGAR A CANO	939.54	D379523	ALBERT J CARRISOZA	1830.66
D379524	GABRIELA R CONTRERAS	2590.79	D379525	ERIC M ESPINOZA	1790.47
D379526	ALBERT R EURS II	2613.23	D379527	ROBERT J FRANCO	747.87
D379528	CASEY G GIROUARD	1405.79	D379529	HERMILO HERNANDEZ	1978.63
D379530	DARNELL D JERRY	637.31	D379531	BRENT KAYLOR	2087.18
D379532	MARK W LADNEY	3114.82	D379533	RAUL LEYVA	2330.81
D379534	DIEGO A MEJIA	1894.61	D379535	RIGOBERTO MENDEZ	2275.43
D379536	STEVEN T ORTIZ	2333.09	D379537	PHILLIP Q PHAM	494.51
D379538	RICHARD L PINKSTON	2482.61	D379539	JOSE J ROMAN	738.19
D379540	ALEXIS P TARIN	2393.91	D379541	STEVE J TAUANU'U	2991.13
D379542	STEPHANIE A WASINGER	304.53	D379543	SHAQUANNA D WESTON	374.56
D379544	RICK S ZIEGLER	610.41	D379545	IOAN ANDREI	1040.61
D379546	SYLVESTER A BABINSKI IV	1819.62	D379547	DONEISHA L BELL	776.36
D379548	JEFFREY G CANTRELL	2055.62	D379549	JULIA ESPINOZA	1229.39
D379550	CECELIA A FERNANDEZ	1198.27	D379551	CONRAD A FERNANDEZ	1003.88
D379552	DIANA GOMEZ	964.06	D379553	JORGE GONZALEZ	1155.65
D379554	MICHAEL R GREENE	1871.45	D379555	RONALD D GUSMAN	964.56
D379556	GLORIA A HARO	1156.21	D379557	ERIC W JOHNSON	1195.90
D379558	LEONEL A LAMAS	929.05	D379559	KHUONG NGUYEN	1213.16
D379560	DELFRADO C REYES	1213.16	D379561	RAFAEL ROBLES	1658.53
D379562	ADRIANNA M RODRIGUEZ	1096.78	D379563	EDWIN O THURMAN JR	961.67
D379564	RODERICK THURMAN	1699.87	D379565	EVARISTO VERA	1617.32
D379566	RICHARD L WILLIAMS	2017.00	D379567	ANSELMO AGUIRRE	1877.87
D379568	DOMINIC CAMERA	734.59	D379569	PHILLIP J CARTER	2468.29
D379570	RICK L DUVAL	2774.54	D379571	AARON R HANSEN	1659.00
D379572	HUY HOA HUYNH	2172.60	D379573	MATTHEW D ILFELD	1528.59
D379574	BRYAN D KWIATKOWSKI	1684.87	D379575	DANIEL C MOSS	1359.93
D379576	ROLANDO QUIROZ	1722.69	D379577	RICARDO SALDIVAR	577.05
D379578	WILLIAM A SOTO	1655.20	D379579	LUIS A TAPIA	2360.00
D379580	MICHAEL W THOMPSON	3527.31	D379581	JOSEPH E TRUJILLO	1697.28
D379582	WILLIAM J WHITE	2081.42	D379583	JESSE GUZMAN	1863.67
D379584	MARK M KHALIL	2061.82	D379585	BRETT A MEISLAHN	2286.30
D379586	DOUGLAS A MOORE	2216.36	D379587	ANDREW J MORELAND	608.88
D379588	AUSTIN H POWELL	2016.06	D379589	MELVIN P REED	1657.21
D379590	STEPHEN D SUDDUTH	2080.18	D379591	HILLARD J WILLIAMS	1085.71
D379592	SOUHELIA K GOUNTOUNA	2209.88	D379593	ALBERT J HOLMON III	3349.94
D379594	VICTOR T BLAS	2896.76	D379595	JOSE GOMEZ	2130.36
D379596	MICHAEL V GUERRERO	1553.27	D379597	BRENT W HAYES	3355.73
D379598	FRANK D HOWENSTEIN	2570.35	D379599	ALLEN G KIRZHNER	2408.02
D379600	BRANDON S NUNES	1472.37	D379601	STEPHEN PORRAS	3046.46
D379602	JESSE VIRAMONTES	1738.24	D379603	JOHN ZAVALA	4828.96
D379604	YOLANDA A ALVARADO	425.04	D379605	STEPHANIE AMBRIZ	466.60
D379606	JOSELYN D AVALOS	225.09	D379607	REBECCA J BAILOR	283.64
D379608	JOSUE BARREIRO MENDOZA	1489.43	D379609	DYLAN J BOGGAN	819.57
D379610	RACHEL M CAMARENA	2110.07	D379611	RENE CAMARENA	1833.96
D379612	VICTORIA M CASILLAS	1836.39	D379613	RACHAEL M CHOATE	29.14
D379614	AMANDA D CROSS	1720.51	D379615	GISELL L CRUZ	556.03

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D379616	MARLY DELGADO CHAVEZ	582.35	D379617	GABRIELA DIAZ	629.65
D379618	KELDEN A DOWNS	578.54	D379619	MARK C FREEMAN	3051.74
D379620	JARED D GARCIA	416.06	D379621	STEVEN E GOMEZ	577.39
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D379626	JESUS MEDINA	1762.94	D379627	JUAN MEDINA	2121.33
D379628	JOHN A MONTANCHEZ	4735.58	D379629	KIRSTEN K NAKAISHI	653.30
D379630	NOEL N NICHOLAS	950.71	D379631	JENNIFER GODDARD NYE	2617.39
D379632	GABRIELA OCADIZ HERNANDE	2896.75	D379633	STEPHANIE ORTIZ	224.72
D379634	CHRISTIAN PANGAN	100.31	D379635	JANET E PELAYO	3410.85
D379636	EDOUARD T PHAN	90.50	D379637	ARIELLE PICKRELL	115.13
D379638	ALEXA PRADO	103.43	D379639	SHADY S PUAILOA	496.16
D379640	SUGEIRY REYNOSO	2273.35	D379641	MARINA Y ROMERO	1890.88
D379642	MARIA D ROSALES	357.41	D379643	TANYA ROSAS	160.25
D379644	DIANA SALDIVAR	188.93	D379645	DANA MARIE SAUCEDO	2864.97
D379646	EMERON J SCHLUMBERGER	986.78	D379647	ANNIE NGAN TRAN-LUONG	658.27
D379648	KENNETH P TRAVIS III	415.19	D379649	CLAUDIA VALDIVIA	2918.42
D379650	JEFFREY VAN SICKLE	2189.17	D379651	JOSHUA VENCES	576.04
D379652	PAUL E VICTORIA	1294.69	D379653	JACOB D VIRAMONTES	351.94
D379654	PEDRO R ARELLANO	5584.10	D379655	THOMAS R DARE	6516.16
D379656	CAROLE A KANEGAE	2260.24	D379657	CLAUDIA ALARCON	3064.12
D379658	KRISTEN A BACKOURIS	1466.86	D379659	SHARON S BAEK	2275.31
D379660	GENA M BOWEN	1742.28	D379661	JESENIA CAMPOS	2041.97
D379662	BRIAN D DALTON	2794.62	D379663	NICHOLAS A DE ALMEIDA LO	4858.44
D379664	AMIR A EL FARRA	4980.06	D379665	HELENA ELSOUSOU	2445.70
D379666	BRIAN C GIRGENTI	4743.28	D379667	AI KELLY HUYNH	2670.09
D379668	MICHAEL J JENSEN	5596.13	D379669	ALLYSON T LE	1618.24
D379670	MATTHEW P MARCHAND	4915.17	D379671	LINDA M MORIN	3511.31
D379672	PHILLIP H PHAM	3447.93	D379673	REYNA ROSALES	1836.46
D379674	ROBERT M STEPHENSON III	3941.92	D379675	MICHAEL J VISCOMI	3332.39
D379676	CARL J WHITNEY	6200.51	D379677	GIOVANNI ACOSTA	2321.23
D379678	TIMOTHY R ASHBAUGH	2973.17	D379679	ALFREDO R AVALOS	4253.85
D379680	COLLIN E BAKER	2275.92	D379681	RENZO CHUMBE	2261.82
D379682	DARRYL B CORTEZ JR	2047.84	D379683	GARY L COULTER	2496.41
D379684	CHARLIE DANIELEY III	1519.42	D379685	ISAAC DAVILA	2146.67
D379686	RONALD A DOSCHER	689.05	D379687	BROC D DUDLEY	3199.78
D379688	STEPHEN C ESTLOW	1024.57	D379689	JESUS FAJARDO	2607.10
D379690	HECTOR FERREIRA JR	3602.38	D379691	ROBERT D FRESENIUS	2317.71
D379692	JASON S FULTON	2661.30	D379693	TRAVIS J HADDEN	2353.07
D379694	JOSE D HERRERA	3962.33	D379695	JASON A HOWARD	2813.51
D379696	KIRK P HURLEY	2197.35	D379697	DONALD J HUTCHINS	3413.75
D379698	NICKOLAS K JENSEN	3060.09	D379699	CHAD B KIM	2330.13
D379700	TIMOTHY P KOVACS	3362.06	D379701	MICHAEL J LANG	2787.66
D379702	ANGELA LEDESMA	132.51	D379703	RAHFAEL M LEE	815.89
D379704	MARK A LORD	3895.95	D379705	RYAN M LUX	4332.91
D379706	JORGE L MAZON	2355.14	D379707	MICHAEL A MOSER	1629.41
D379708	MITCHEL S MOSSER	2887.15	D379709	JACOB J NEELY	2052.03
D379710	JASON S PERKINS	3636.13	D379711	COREY T POLOPEK	3323.44

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D379712	SINDY RAMIREZ OROZCO	2796.62	D379713	JOHN E RANEY	3240.41
D379714	THOMAS S REED	3209.71	D379715	AARON T SHIPLEY	2181.76
D379716	SHAYLEN L SIMONS	2275.53	D379717	CHARLES W STARNES	2612.74
D379718	PAUL M TESSIER	3299.07	D379719	VINCENTE J VAICARO	4921.69
D379720	EDGAR VALENCIA	3420.26	D379721	ROYCE C WIMMER	3667.35
D379722	SARAH A WRIGHT	2465.26	D379723	COLE A YNIGUEZ	2441.52
D379724	DAVID C YOUNG	3604.63	D379725	MARCOS R ALAMILLO	3871.44
D379726	BOBBY B ANDERSON	2990.82	D379727	FRANCISCO AVALOS JR	2649.28
D379728	JOHN F BANKSON	3337.11	D379729	JAMES A BLUM	2791.74
D379730	TROY F BOWMAN	2251.02	D379731	JEFFREY A BROWN	4064.68
D379732	RYAN V BUSTILLOS	3324.07	D379733	JUAN C CENTENO	4647.35
D379734	DAVID Y H CHANG	1803.66	D379735	JEROME L CHEATHAM	3321.93
D379736	HAN J CHO	4405.73	D379737	BRIAN M CLASBY JR	3689.39
D379738	JULIO C CORTEZ	2625.99	D379739	JUAN L DELGADO JR	3569.50
D379740	KEVIN DINH	2793.08	D379741	TAYLOR M DUARTE	2161.71
D379742	OTTO J ESCALANTE	5348.79	D379743	JOSHUA N ESCOBEDO	3583.06
D379744	MICHELLE N ESTRADA MONSA	2664.31	D379745	GEORGE R FIGUEROA	1796.67
D379746	SEAN M GLEASON	2643.16	D379747	GONZALO GONZALEZ JR	2320.14
D379748	KYLE N HALEY	1690.63	D379749	EFRAIN A JIMENEZ JR	2889.38
D379750	CODY M JOHNSON	3052.65	D379751	ROBERT J KIVLER	2323.27
D379752	ARION J KNIGHT	3755.83	D379753	PETER M KUNKEL	3354.56
D379754	ERICK LEYVA	4054.82	D379755	RAFAEL LOERA JR	2677.06
D379756	JESSE A LUCATERO	2528.84	D379757	ROBERTO MACHUCA	2327.84
D379758	TAYLOR A MACY	3481.49	D379759	GIANLUCA F MANIACI	4111.29
D379760	BRYAN J MEERS	5088.81	D379761	NATHAN D MORTON	2578.50
D379762	PATRICK W MURPHY	3405.63	D379763	PATRICK J MUSCHETTO	2091.75
D379764	THOMAS R NADOLSKI	1690.80	D379765	JEFFREY C NGUYEN	3231.52
D379766	JOSHUA T OLIVO	3668.02	D379767	STEVEN TRUJILLO ORTIZ	2151.75
D379768	EMMANUEL PEREZ	2348.87	D379769	OMAR F PEREZ	2109.48
D379770	LUIS A QUIROZ	1805.01	D379771	LUIS F RAMIREZ	3319.67
D379772	RON A REYES	3104.99	D379773	DANIEL RODRIGUEZ	2517.67
D379774	SEAN M SALAZAR	2826.64	D379775	ALFREDO SALGADO JR.	2107.20
D379776	CHRISTOPHER M SHELGREEN	2608.36	D379777	LEVI JOENIEL SILVA	2084.38
D379778	PAUL W ASHBY	3695.62	D379779	THOMAS A CAPPS	2781.38
D379780	MICHAEL K ELHAMI	3271.38	D379781	SHELBY KEUILIAN	1856.82
D379782	DANNY J MIHALIK	6382.83	D379783	JEREMY N MORSE	3445.51
D379784	JASON M MURO	4178.07	D379785	DANIELLE E RIEDL	3281.22
D379786	ROCKY F RUBALCABA	4813.78	D379787	LINO G SANTANA	5038.88
D379788	DUO XU	1469.95	D379789	JOHN J YERGLER	3395.53
D379790	CHRISTOPHER M EARLE	3063.17	D379791	BENJAMIN M ELIZONDO	2907.15
D379792	KRISTOFER D KELLEY	2821.52	D379793	NICHOLAS A LAZENBY	3098.88
D379794	CHARLES H LOFFLER	3188.19	D379795	BRADLEY A LOWEN	3247.10
D379796	RYAN R RICHMOND	1954.61	D379797	GAREY D STAAL	3378.78
D379798	JOSHUA K BEHZAD	2577.03	D379799	AARON J COOPMAN	2994.61
D379800	MICHAEL E GERDIN	3174.50	D379801	TROY HALLER	4233.22
D379802	JASON L JOHNSON	3971.10	D379803	RAUL MURILLO JR	4725.80
D379804	ERIC T RUZIECKI	3048.01	D379805	RENE BARRAZA	4074.41
D379806	DEREK M LINK	3331.95	D379807	ADAM D ZMIJA	4278.39

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D379808	LISA A BELTHIUS	208.96	D379809	RICHARD O BURILLO	4491.13
D379810	COURTNEY P CIBOSKY	4138.33	D379811	ADAM B COUGHRAN	299.06
D379812	JOHN DANG	484.84	D379813	CHRISTOPHER C DOVEAS	30.81
D379814	DANIEL S EDWARDS	428.69	D379815	EDUARDO C LEIVA	4540.06
D379816	MARIO MARTINEZ JR	4612.44	D379817	JOHN O OJEISEKHOB	185.74
D379818	JOSEPH A GARCIA	454.91	D379819	JENNIFER L ITURRALDE	439.59
D379820	RODOLFO B RAMOS	439.59	D379821	RUDY A ROCHA	465.45
D379822	KENTON TRAN	414.66	D379823	CALEB I VAUGHN	433.45
D379824	TYLER D VU	122.82	D379825	KAREN D BRAME	1002.11
D379826	KENNETH L CHISM	1774.21	D379827	PAUL E DANIELSON	1996.15
D379828	TANNER C DE PADUA	1719.51	D379829	KORY C FERRIN	3873.04
D379830	JAMES D FISCHER	1191.10	D379831	VICTORIA M FOSTER	1437.71
D379832	THI A HUYNH	2677.83	D379833	SERGIO J JIMENEZ TAVAREZ	1728.26
D379834	KENNETH E MERRILL	502.89	D379835	JOSEPH N PANELLA	1728.26
D379836	BRANDON J PAQUA	1800.26	D379837	DOUGLAS A PLUARD	4051.03
D379838	BRYANT D RICHARDS	1800.26	D379839	DANIEL C VIGIL	1802.51
D379840	WILLIAM ALLISON	6587.56	D379841	RICHARD A ALVAREZ BROWN	3005.46
D379842	BEAU A BERENGER	3112.06	D379843	RAY E BEX	4197.86
D379844	PATRICIA C FLINN	2623.41	D379845	PATRICK E GILDEA	4509.23
D379846	BAO TINH THI LE	1184.29	D379847	RAQUEL D MATA	1330.99
D379848	REBECCA S MEEKS	3144.57	D379849	JONATHAN B WAINWRIGHT	3419.96
D379850	MARIA A ALCARAZ	1955.34	D379851	MADELINE M ALVARADO	1588.24
D379852	MARIA S ATWOOD	1834.86	D379853	RYAN S BERLETH	2032.94
D379854	BRITTANEE N BRANTNER	1913.89	D379855	CARISSA L BRUNICK	1465.51
D379856	TAMMY L CHAURAN HAIRGROV	2026.99	D379857	JACINTA F CHOWDHURY	1810.03
D379858	KRISTINA L CORNETT	1522.70	D379859	RUSSELL B DRISCOLL	1846.95
D379860	VERONICA FRUTOS	1282.54	D379861	DAVID L GEORGE	2119.80
D379862	PINKY C HINGCO	2308.44	D379863	LINDALINH THU LY	1388.46
D379864	MARIA C MCFARLANE	1991.48	D379865	DAWN M MONTOYA	1587.96
D379866	TRINA T NGUYEN	1815.88	D379867	MANUEL A QUIRALTE AGUAYO	1608.46
D379868	JENNIFER V ROMBOUGH	1907.79	D379869	KIMBRA S VELLANOWETH	1929.83
D379870	CHRISTAL L WEYKER	1594.88	D379871	SHANNON M YELENSKY	1697.60
D379872	SANDRA M ARROYO	1873.63	D379873	SHYLER R.D. CHAPPELL	1936.09
D379874	JENNIFER A DIX	2416.14	D379875	KATHERINE M FRANCISCO	1624.77
D379876	AMANDA B GARNER	1885.77	D379877	ARCHIE GUZMAN	2108.72
D379878	LAUREN M LADD	2076.38	D379879	ROBERT D LUX	2190.75
D379880	MELISSA MENDOZA CAMPOS	2333.71	D379881	BRANDY J PARK	2600.01
D379882	CRISTINA V PAYAN	2105.64	D379883	JENNIFER M RODRIGUEZ	2128.54
D379884	TANYA L SAMOFF	2992.32	D379885	SUSAN A I SEYMOUR	2386.79
D379886	NICOLE D SHORROW	2161.69	D379887	DANNY J SOSEBEE	1785.24
D379888	MARSHA D SPELLMAN	2344.84	D379889	SPENCER T TRAN	2356.34
D379890	SANTA WARDLE	1073.85	D379891	CHERYL L WHITNEY	1785.87
D379892	EVAN S BERESFORD	3286.56	D379893	DANIEL A CAMARA	2566.18
D379894	RICHARD E DESBIENS	1623.56	D379895	JAMES D FRANKS	2406.15
D379896	PETE GARCIA	2438.88	D379897	ROBERT J GIFFORD	3539.53
D379898	STEVEN H HEINE	1108.01	D379899	WILLIAM T HOLLOWAY	5392.08
D379900	GERALD F JORDAN	4911.63	D379901	JOSEPH L KOLANO	2296.12
D379902	LEA K KOVACS	2642.76	D379903	DAVID LOPEZ	5361.30

**** PAGE TOTAL = 203361.47

D379904	STEVEN W LUKAS	1930.41	D379905	ADAM C NIKOLIC	5578.26
D379906	LUIS A PAYAN	2512.48	D379907	TERRA M RAMIREZ	2741.79
D379908	CHRISTIN E ROGERS	4072.23	D379909	BRIAN T STROUD	3294.87
D379910	TUONG-VAN NGUYEN VU	2254.22	D379911	DENNIS WARDLE	3544.75
D379912	SUMMER A BOGUE	2366.83	D379913	FLOR DE LIS ELIZONDO	1935.34
D379914	ERIC A QUINTERO	572.68	D379915	ASHLEY C ROJAS	1929.39
D379916	JANNA K BRADLEY	2343.65	D379917	MARY C CERDA	2007.19
D379918	BRANDI M HART	741.79	D379919	LIANE Y KWAN	3317.55
D379920	JANY H LEE	3605.22	D379921	SHERRILL A MEAD	2301.23
D379922	STEPHANIE E RICHARDS	1873.82	D379923	CAITLYN M STEPHENSON	2045.82
D379924	LAURA J STOVER	5193.27	D379925	ANNA L GOLD	1926.80
D379926	KATRENA J SCHULZE	1072.09	D379927	MATTHEW T SWANSON	1702.51
D379928	ANTHONY VALENZUELA	1498.15	D379929	CANDY G WILDER	1931.51
D379930	STEVEN F ANDREWS	2472.72	D379931	TERENCE S CHANG	2715.62
D379932	VERNA L ESPINOZA	1978.29	D379933	CESAR GALLO	2745.20
D379934	ERNIE E HINGCO	1910.47	D379935	GEOFFREY A KLOESS	3563.20
D379936	RACHOT MORAGRAAN	3632.02	D379937	NOEL J PROFFITT	2970.27
D379938	ANAND V RAO	5068.77	D379939	ROD T VICTORIA	2351.76
D379940	TERREL KEITH WINSTON	3154.77	D379941	O.C.E.A. GENERAL	2363.20
D379942	O.C.E.A.	1101.61	D379943	POLICE ASSN	15927.88
D379944	COMMUNITY HEALTH CHARITI	45.00	D379945	GARDEN GROVE POLICE ASSO	1640.00
D379946	SO CAL CREDIT UNION	47427.00	D379947	SOUTHLAND CREDIT UNION	4575.00
W2794	GREAT WEST LIFE 457 #340	106476.97	W2795	GREAT WEST LIFE OBRA#340	2228.81
W2796	INTERNAL REVENUE SERVICE	298254.98	W2797	EMPLOYMENT DEVELOPMENT D	92134.55

**** PAGE TOTAL = 669031.94

TOTAL CHECK PAYMENTS	18
TOTAL DIRECT DEPOSITS	602
TOTAL WIRE PAYMENTS	4
GRAND TOTAL PAYMENTS	624

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499,095.31
.....
2,005,804.65

WJ

Checks #184467 thru #184484, and Direct Deposits #D379346 thru #D379947, and wire #W2794 thru #W2797 presented in the Payroll Register submitted to the Garden Grove City Council 11 MAY 2021, 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: Accept comments and authorize submittal of the Fiscal Year 2021-22 Action Plan for the use of Housing and Urban Development Funds. (*Action Item*) Date: 4/27/2021

OBJECTIVE

To conduct a Public Hearing regarding the City of Garden Grove's (City) FY 2021-22 Action Plan for the use of U.S. Department of Housing and Urban Development funds (Attachment No. 1), and to authorize the submittal of the Action Plan to HUD.

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) requires a public hearing be conducted prior to the approval of the FY 2021-22 Annual Action Plan to receive and utilize HUD grants. The City must submit an Annual Action Plan to HUD forty-five (45) days prior to the start of the fiscal year, or by May 15, 2021. Each year's Action Plan must address the Priority Objectives adopted by the City Council in 2020 for the 5-Year Consolidated Plan for the use of HUD Funds. The Draft FY 2021-22 Action Plan is available on the City's webpage for public review until April 27, 2021 (ggcity.org/neighborhood-improvement/reports).

DISCUSSION

Approximately \$5.8 million in HUD funds will be available during FY 2021-22. This budget includes approximately \$2.8 million of carryover, or previously unallocated HUD funds from prior years' entitlement and CARES Act allocations, and a new entitlement allocation of \$3 million in HUD funds, as depicted below:

HUD Funds	FY 2021-22 Allocation	Prior Year Carryover	Total Funding
CDBG	\$2,001,165	\$869,005	\$2,870,170
HOME	\$838,015	\$1,929,648	\$2,767,663
ESG	\$173,143	\$6,995	\$180,138

ESG-CV2*	N/A	\$22,869	\$22,869
Total	\$3,012,323	\$2,828,517	\$5,840,840

Program plans and funding recommendations for FY 2021-22 are based upon the Priority Objectives and input received during the public comment period on community and housing development needs conducted during the preparation of the 2020-2025 Consolidated Plan. During FY 2021-22, HUD funds will address a wide range of Garden Grove housing and community development needs as follows:

Public Services: Funding in the CDBG public service category is strictly limited by HUD regulatory formula to 15% of the total allocation, or \$300,174 for FY 2021-22.

- *Special Resource Team* – Fund at \$120,080 and assist homeless individuals with essential services and referrals to emergency shelter.
- *Senior Center Services* – Fund at \$160,094 and assist 300 seniors.
- *Meals on Wheels Program* – Fund at \$20,000 and assist 230 individuals.

Public Facilities and Infrastructure: Approximately \$1.5 million in CDBG funds is recommended for the Josephine/Acacia and Garden Grove Park rehabilitation projects that are projected to assist approximately 10,874 individuals.

Owner Occupied Housing Rehabilitation: Approximately \$180,000 in CDBG funds will be allocated to Habitat for Humanity of Orange County to complete 30 owner-occupied rehabilitation projects for single-family homeowners in Garden Grove.

Economic Development: Approximately \$465,758 in CDBG funds is allocated for the Jobs 1st Program and is projected to create/retain approximately 153 jobs.

Affordable Housing: Utilizing approximately \$2.75 million in HOME funds, the City plans to develop a permanent supportive housing project for the homeless in Garden Grove. In addition, the City recommends allocating \$515,000 to continue tenant-based rental assistance for the Valley View Senior Villas tenants, as well as the Homeless Emergency Assistance and Rental Transition (HEART) Program that Mercy House and Interval House administer.

Emergency Solutions Grant: In 2020, the Orange County ESG Collaborative (comprised of staff from the cities of Garden Grove, Santa Ana, Irvine and Anaheim) issued a multi-year Request for Proposals for ESG funding. Below are the proposed funding levels and projections for each eligible activity:

- *Street Outreach* - Fund City Net at \$25,000 to assist 200 homeless individuals with essential services.
- *Emergency Shelter* – Fund Interval House and Illumination Foundation at \$62,153 and assist 52 homeless individuals with shelter and essential services.
- *Rapid Rehousing* - Fund Interval House at \$30,000 and assist 3 homeless households with rental assistance and essential services.
- *Homeless Prevention* - Fund Mercy House at \$25,000 to assist 10 households who are at-risk of homelessness with rental assistance and essential services.
- *Homeless Management Information System* - Funded at \$47,869, 211 Orange County will manage the County's Coordinated Entry System and Homeless Management Information System. Approximately \$22,869* of this allocation is

comprised of unallocated ESG-CV2 funds.

Administration: Approximately \$661,667 in CDBG, HOME, and ESG funds is recommended for staff and material costs for program management, project development and monitoring, public communication, HUD reporting, and financial administration.

CITIZEN PARTICIPATION

All HUD citizen participation requirements have been met. Public notices regarding the draft Action Plan, including an invitation to share comments at this public hearing, were published on March 26, 2021 in local English, Spanish, and Vietnamese language newspapers, exceeding HUD's 30-day minimum public comment period.

FINANCIAL IMPACT

The proposed FY 2021-22 Action Plan will allow the City to access \$3 million in new entitlement grants from HUD and an estimated \$2.8 million in unexpended previous year's funds. The allocation of HUD funds effectively leverages competitive grants and the City's General Funds. Funds will be included as part of the upcoming biennial budget for FY 2021-22.

RECOMMENDATION

It is recommended that the City Council

- Conduct a public hearing and accept comments;
- Direct staff to submit Fiscal Year 2021-22 Action Plan to the Department of Housing and Urban Development (HUD) for approval; and
- Authorize the City Manager to execute agreements related to HUD funding, and to make modifications as appropriate, on behalf of the City.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Draft FY 2021-22 Action Plan	4/20/2021	Exhibit	4-27-21_FY_21-22_AAP_Draft_(FINAL_Public_Review_Draft).pdf

City of Garden Grove

Action Plan

for the Use of HUD Funds

July 1, 2021 – June 30, 2022

Prepared by the Community and Economic Development
Department of the City of Garden Grove

Draft

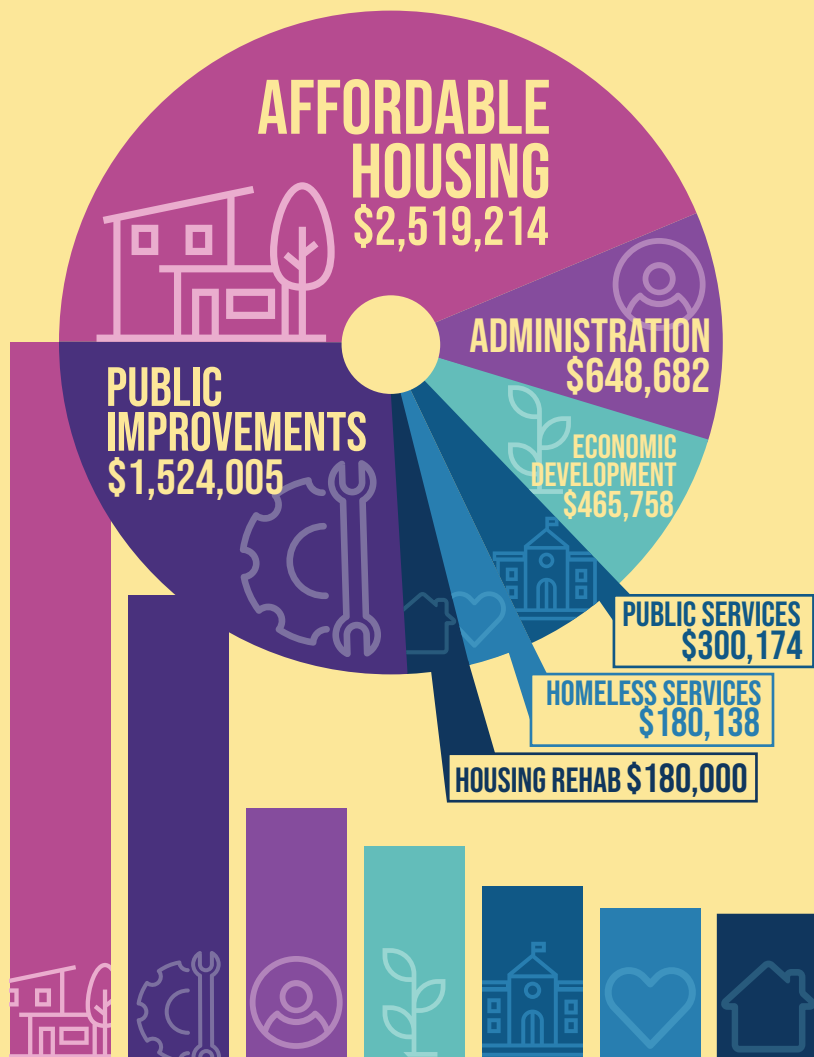
for Public Review
from March 26, 2021 through April 27, 2021



2021-22 ANNUAL ACTION PLAN

2021 PROJECTED FUNDING

During FY 2021-22, the City of Garden Grove is projecting to utilize a total of **\$5,817,971** in HUD grant funds to benefit low/moderate income residents through a variety of programs and services.



HUD ENTITLEMENT FUNDS

The City of Garden Grove is an administrative authority for the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) allocations.

\$2,870,170 in CDBG funding will be programmed to benefit low/moderate income residents, through housing rehabilitation, senior services, fair housing activities, infrastructure improvements, and gang suppression activities.

\$2,767,663 in HOME funding will be used to develop affordable housing and provide rental assistance to low-income households.

\$180,138 in ESG funding will be used to provide homeless services through street outreach, emergency shelter, homeless prevention, and rapid rehousing.

CDBG AND ESG CARES ACT FUNDING will continue to be programmed to provide supportive services to those affected by the Coronavirus (COVID-19).



UNDUPLICATED PERSONS SERVED

14,317 INDIVIDUALS

HOUSING REHABILITATED

30 UNITS

COMMUNITY OUTREACH & EDUCATION

7,300 INDIVIDUALS

HOMELESS ASSISTANCE

293 INDIVIDUALS

FAIR HOUSING SERVICES

210 INDIVIDUALS

MEALS PROVIDED

141,306 MEALS

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Appendix A:	Summary of Public Outreach
Appendix B:	Maps of Projects
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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan/Annual Action Plan

The City of Garden Grove 2020-2025 Consolidated Plan is a planning document that identifies and develops a strategy to address critical housing and community development needs that can be addressed through federal funding sources including Community Development Block Grants, HOME Investment Partnership Act funds, and Emergency Solutions Grants.

To implement the Consolidated Plan and address the adopted priorities, the City annually prepares an Action Plan to more specifically identify financial resources, priority programs and goals, as well as objectives for the fiscal year.

The Consolidated Plan and Action Plan were prepared using the eCon Planning Suite system developed by the U.S. Department of Housing and Urban Development (HUD). The system prescribes the structure and contents of this document, following HUD's Consolidated Planning regulations

This Action Plan covers the period beginning July 1, 2021 through June 30, 2022 and focuses on the use of the three federal funding resources (CDBG, HOME, and ESG) as described below.

Community Development Block Grants (CDBG): The primary objective of this program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of lower income. CDBG funds are relatively flexible and can be used for a wide range of activities, including housing rehabilitation, homeownership assistance, lead-based paint detection and removal, acquisition of land and buildings, construction or rehabilitation of public facilities (including infrastructure), removal of architectural barriers to housing needs, public services, rehabilitation of commercial or industrial buildings, and loans or grants to businesses. The City of Garden Grove's estimated annual entitlement of CDBG funds is **\$2,001,165**.

HOME Investment Partnership Act (HOME): The HOME program provides federal funds for the development and rehabilitation of affordable rental and ownership housing for low- and moderate-income households. The program gives local governments the flexibility to fund a wide range of affordable housing activities through housing partnerships with private industry and non-profit organizations. HOME funds can be used for activities that promote affordable rental housing and homeownership by low- and moderate-income households, including building acquisition, new construction and reconstruction, moderate or substantial rehabilitation, homebuyer assistance, and tenant-based rental assistance. The City of Garden Grove's estimated annual entitlement of HOME funds is **\$838,015**.

Emergency Solutions Grant (ESG): The ESG program provides homeless persons with basic shelter and essential supportive services, including rehabilitating or remodeling a building producing new shelter beds, operations and maintenance of a homeless facility, essential supportive services, and homeless prevention. The City of Garden Grove's estimated annual allocation of ESG funds is **\$173,143**.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This Consolidated Plan has established the following objectives over the life of the Plan (Program Years 2020-2025):

- Expand the City's affordable housing inventory by 5 units through new construction of affordable units for lower income households and 10 units through acquisition/rehabilitation of affordable units for lower income households.
- Provide rehabilitation assistance to 200 single-family homes.
- Provide rental assistance to 134 very low- and extremely low-income households through the TBRA program.
- Assist 1,580 persons/households with homelessness-related issues.
- Assist 3,500 persons through the provision of community services.
- Create or retain approximately 20 jobs.
- Improve low-income neighborhoods through infrastructure and public improvement projects.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Garden Grove continually strives to improve its performance, as well as the performance of its funded agencies.

During FY 2020-21, the City estimates expending a total of **\$2,545,000** in HUD grant funds to meet the goals and objectives outlined in the 2020-2025 Consolidated Plan. The approximate expended amounts by grant are as follows:

- **\$2,000,000** in CDBG funds on administration, public services, capital projects, homeowner rehabilitation, and business assistance activities.
- **\$375,000** in HOME funds on administration and the development of affordable housing.

- **\$170,000** in ESG funds on administration and homeless service activities.

CDBG, HOME and ESG funds were targeted in four primary areas:

1. Development of decent and affordable housing;
2. Provision of community and supportive services;
3. Improvement of public facilities and infrastructure; and
4. Expansion of economic opportunities and anti-poverty activities.

The performance of programs and systems are evaluated on a regular basis through Consolidated Annual Performance and Evaluation Reports (CAPERs). A more detailed summary of the City's evaluation of past performance in previous Consolidated Annual Performance and Evaluation Reports (CAPERs) can be viewed on the City's website at <https://ggcity.org/neighborhood-improvement/reports>

4. Summary of Citizen Participation Process and consultation process

During its development, the Action Plan will be discussed in a publicly noticed NICC meeting where opportunity for public comment is provided. The draft plan will be made available for public review between **March 26, 2021 and April 27, 2021** on the City's website. Public hearings were held before the NICC on **April 26, 2021** and the City Council on **April 27, 2021** to solicit public comments on the Draft 2021-22 Action Plan. All meeting locations were accessible to persons with disabilities. The public review period and public meetings/hearings for the Draft 2021-22 Action Plan were published in the Orange County News (English), Viet Bao (Vietnamese) and Excelsior (Spanish) on **Friday, March 26, 2021**.

5. Summary of public comments

Please see Appendix A for summary of public comments.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

The City of Garden Grove has undertaken diligent and good faith efforts to outreach to all segments of the community that may benefit from the CDBG, ESG, and HOME programs. The City of Garden Grove will continue to concentrate its resources for maximum impact and strive to address the needs, priorities, and goals identified in the 2020-2025 Consolidated Plan and the 2021-22 Action Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	GARDEN GROVE	Community and Economic Development Department
HOME Administrator	GARDEN GROVE	Community and Economic Development Department
ESG Administrator	GARDEN GROVE	Community and Economic Development Department

Table 1 – Responsible Agencies

Narrative (optional)

The City's CDBG, HOME, and ESG programs are administered by the City of Garden Grove Community and Economic Development Department's Neighborhood Improvement Division.

Program Descriptions

The Community Development Block Grant (CDBG) program was initiated by the Housing and Community Development Act (HCDA) of 1974. The primary objective of the program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low and moderate income. Regulations governing the CDBG program also require that each activity undertaken with CDBG funds meet one of the following three broad national objectives:

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slums and blight
- Meet other community development needs having a particular urgency

The HOME Investment Partnership (HOME) program was created by the 1990 National Affordable Housing Act. The HOME program provides federal funds for the development and rehabilitation of affordable rental and ownership housing for low- and moderate-income households, replacing a series of programs previously funded by HUD. The program gives the grantee flexibility to fund a wide range of affordable housing activities through housing partnerships with private industry and non-profit organizations.

The Emergency Solutions Grant (ESG) program provides homeless persons with basic shelter and essential supportive services. ESG funds can be used for a variety of activities, including rehabilitation or remodeling

of a building to add new shelter beds, operations and maintenance of a homeless facility, essential supportive services, and homeless prevention.

Consolidated Plan Public Contact Information

Monica Covarrubias, Senior Program Manager

City of Garden Grove

Community and Economic Development Department

11222 Acacia Parkway, Garden Grove, CA 92840

(714) 741-5788

monicac@ggcity.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

As part of the Consolidated Plan development, the City undertook a comprehensive outreach program to solicit input from residents and beneficiaries of entitlement programs, and to consult with elected officials, City departments, and various organizations, agencies, and service providers to inform and develop the priorities and strategies contained in the Garden Grove 2020-2025 Consolidated Plan. The City has continued to keep these lines of communications open during the preparation of the FY 2021-22 Action Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

There has been input by residents, service providers, non-profit organizations, religious institutions, other city departments, and other agencies through a community survey and public hearings. These views are incorporated into the Garden Grove 2020-2025 Consolidated Plan and its programs. A total of 159 stakeholders, including: public and assisted housing providers and developers; private and governmental agencies; and health, mental health and service agencies were directly contacted and invited to participate in the planning process for Garden Grove.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The County of Orange Department of Housing and Community Services (HCS) coordinates the County Continuum of Care in response to the ongoing homeless needs in the region. A collaborative approach to addressing homelessness in Garden Grove dubbed United to End Homelessness was established in May 2019 uniting the five major sectors of the population: residents, businesses, non-profit organizations, faith-based groups and philanthropic organizations. The City of Garden Grove also participates in the Point in Time Survey that assesses the level of homelessness and an inventory of available local community resources to address homelessness in the county. The Neighborhood Improvement and Conservation Commission is an advisory body to the City Council that promotes citizen awareness, involvement, and support for neighborhood improvement and preservation for the community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Garden Grove is one of five jurisdictions that receive ESG funds directly within the County of Orange. To this end, the city contributes to the countywide CoC providing funding to:

1. Engage homeless individuals and families living on the street;
2. Improve the number and quality of emergency shelters for homeless individuals and families;
3. Help operate these shelters;
4. Provide essential services to shelter residents;
5. Rapidly re-house homeless individuals and families; and
6. Prevent families/individuals from becoming homeless.

The City allocates the resources to sub-recipients to rehabilitate and operate emergency and transitional shelters, provide essential social services, and prevent homelessness.

The City actively participates in the Orange County CoC by attending meetings to discuss how to establish performance measures that benefit the broader goals of the region. Garden Grove provides data for CoC surveys and relies heavily upon the CoC's research and discussions to identify and address critical gaps in local care for the homeless. In doing so, the City is able to meet homeless needs in the community through assistance to providers and programs that offer emergency/transitional housing or homeless prevention services.

The Orange County CoC is the Homeless Management and Information System (HMIS) lead agency, also referred to as Orange County HMIS. This organization administers the HMIS for the region and sets a uniform standard for all homeless and at-risk service providers and agencies to submit client-level and demographic data for HUD reporting and local homeless strategies. All ESG-funded organizations enter information to the Orange County HMIS system.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	211 Orange County
	Agency/Group/Organization Type	Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Economic Development Market Analysis Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what was are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2020-2025 Consolidated Plan.
2	Agency/Group/Organization	Helping Others Prepare for Eternity
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2020-2025 Consolidated Plan.
3	Agency/Group/Organization	Garden Grove Community Arts Society
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2020-2025 Consolidated Plan.
4	Agency/Group/Organization	Illumination Foundation
	Agency/Group/Organization Type	Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2020-2025 Consolidated Plan.
5	Agency/Group/Organization	Garden Grove United Methodist Church
	Agency/Group/Organization Type	Community Church
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2020-2025 Consolidated Plan.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

No agency/ organization was left out of the consultation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	County of Orange	The Orange County Point-in-Time count provided homeless data for the Consolidated Plan. The Orange County Ten-Year Plan to End Homelessness Strategic Plan is closely aligned with the goals of the CoC. Garden Grove is an administering agency for CoC and ESG funds in addition to the City's CDBG and HOME allocations.
City of Garden Grove Housing Element (2014-2021)	City of Garden Grove Community and Economic Development Department	The Housing Element serves as a policy guide to help the City meet existing and future housing needs. Both the Consolidated Plan and the Housing Element share common goals that address housing-related issues in the community.
Garden Grove Proposed Biennial Budget FY 2021-2022	City of Garden Grove Finance Department	The Consolidated Plan is aligned with the City's annual budgets. Finance prepares annual strategies and financing to fulfill the Action Plan and by extension the overall Consolidated Plan.
Economic Development Strategic Plan, 2018	City of Garden Grove Office of Economic Development	The City of Garden Grove's 2018 Economic Development Strategic Plan is a baseline assessment of existing conditions that drive economic investment and outlines strategic recommendations to address the community's economic issues and opportunities.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Citizen participation is a core part of the Consolidated Plan process. This plan is developed through a collaborative process that involves City Staff, service providers, residents, and non-profit agencies. This section gives insight into the collaborative process that took place in the development of this plan. Public input was used to prioritize community needs in the Consolidated Plan. The following avenues were used to obtain public comments:

Consolidated Plan Survey - The City of Garden Grove gave public notice on Friday, August 23, 2019, through a press release inviting residents of Garden Grove to add their input towards the consolidated planning process. The Survey was made available through the City of Garden Grove's website in English, Spanish, and Vietnamese. It was also made available during community workshops.

Community Workshops - In August 2019, the Housing and Community Needs Public Workshops were announced through a press release for the public to give their views on housing and community issues related to the Consolidated Plan. The workshops were held on Wednesday, September 18, 2019, at 6:30 p.m., at Bolsa Grande High School's cafeteria, 9401 Westminster Avenue, and on Thursday, October 17, 2019, at 6:30 p.m., at the Garden Grove Community Meeting Center 'A' Room, 11300 Stanford Avenue.

The Draft Action Plan was available for public review beginning **March 26, 2021 and ending April 27, 2021**. The Draft Plan is available on the City's website for review.

On **April 26, 2021**, the draft Action Plan was reviewed as part of a special NICC meeting.

On **April 27, 2021**, the City Council conducted a public hearing to consider the Action Plan.

A public notice regarding the NICC and Council meetings were advertised in the local newspapers on **March 26, 2021**. Public meetings and hearings were publicized adequately and held at times and locations convenient to the community. The location of hearings at the Garden Grove Community Meeting Center is accessible to persons with physical disabilities.

Summaries of the public comments, meeting minutes and copies of public notices are included in Appendix A.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	See Appendix A (Neighborhood Improvement Conservation Committee)	See Appendix A	N/A	N/A
2	Public Hearing	Non-targeted/broad community	See Appendix A (City Council Meeting)	See Appendix A	N/A	N/A
3	Newspaper Ad	Non-targeted/broad community	See Appendix A	N/A	N/A	N/A
4	Newspaper Ad	Non-English Speaking - Specify other language: Vietnamese	See Appendix A	N/A	N/A	N/A
5	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	See Appendix A	N/A	N/A	N/A
6	Internet Outreach	Non-targeted/broad community	N/A	N/A	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

For the one-year period covering July 1, 2021 through June 30, 2022, the City has planned for the following allocations:

- \$2,001,165 in CDBG funds
- \$838,015 in HOME funds
- \$173,143 in ESG funds

Garden Grove does not receive funding under the Housing Opportunities for Persons with AIDS (HOPWA) programs. In recent years, the levels of CDBG, HOME and ESG funds have been consistent.

In terms of program income, the City anticipates an unsteady stream of program income over the course of this Action Plan. During the past five years, the level of program income received varied from \$30,000 in one year to over \$90,000 in another. Program income received from of will re-programmed for similar loan activities in the same or similar programs from which the funds were originally provided.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,001,165	0	869,005	2,870,170	<p>The amount of CDBG funds available during the planning period is based on actual funds available.</p> <p>Approximately, \$869,005 in unexpended prior year resources will be carried over to fund the Garden Grove Park Rehabilitation, Home Improvement and JOBS 1st Programs and a Permanent Supportive Housing project.</p>
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	838,015	0	1,929,648	2,767,663	<p>The amount of HOME funds available during the planning period is based on actual funds available.</p> <p>Approximately, \$1,929,648 in unexpended prior year resources will be carried over to fund Tenant Based Rental Assistance and a permanent supportive housing project.</p>

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	173,143	0	6,995	180,138	<p>The amount of ESG funds available during the planning period is based on actual funds available.</p> <p>Approximately, \$6,995 in unexpended prior year resources will be carried over to fund Emergency Shelter.</p>

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

As is the case for many communities across the nation, the housing and community development needs in Garden Grove surpass the funding available to meet those needs. Therefore, effective and efficient use of funds is crucial, and the leveraging of multiple funding sources is often necessary to achieve housing and community development objectives. Most activities to be pursued by the City with CDBG, HOME, and ESG funds will be leveraged with a variety of funding sources, including grants from state, federal, and local governments, private foundations, capital development funds, general funds, private donations of funds or services, and various other funding sources. For new construction, substantial rehabilitation, and acquisition of affordable housing, the City encourages the use of Low-Income Housing Tax Credits.

Federal match requirements apply to the City's HOME and ESG funds. The HOME program requires that for every HOME dollar spent, the City must provide a 25% match with non-federal dollars. HUD allows the City to use various resources to meet this match requirement. According to HOME program guidelines, no more than 25% of the City's match liability for any one year can be met through loans to housing projects, but amounts in excess of that may be banked as match credit for future years. The City has an excess of match funds from previous years.

The ESG program requires a 100% match with non-federal dollars. Garden Grove will continue to require its ESG partners to leverage non-federal funds and report their successes with each quarterly performance report.

The Garden Grove Housing Authority provides rental subsidies for eligible low-income (50% MFI) families. The Section 8 Rental Assistance Program is funded by federal grants through the Department of Housing and Urban Development. The Housing Authority provides assistance to over 2,200 low-income families. The funding level for this program is determined annually by Congress. Currently funding is approximately \$25.5 million per year.

The Garden Grove Housing Authority also administers a Family Self-Sufficiency Program, which assists housing participants in achieving economic self-sufficiency through education, training, and employment. Approximately 368 very low-income families are involved in the program, which currently is funded at approximately \$69,000 per year.

Workforce Initiative Subsidy for Homeownership Grant

Under the Workforce Initiative Subsidy for Homeownership (WISH) Program, the Federal Home Loan Bank in San Francisco sets aside a portion of its annual Affordable Housing Program contribution to provide matching grants through bank members for down payment and closing cost assistance to eligible first-time homebuyers. Through the continued partnership with Pacific Mercantile Bank, who is a member bank of Federal Home Loan Bank in San Francisco, the City will continue to leverage WISH funds for homebuyers.

Permanent Local Housing Allocation Program

In 2019, the City was awarded an annual allocation of Permanent Local Housing Allocation Program funds. The Permanent Local Housing Allocation Program is part of a 15-bill housing package aimed at addressing California's housing shortage and high housing costs. The first year of the grant is designed to assist jurisdictions with planning and administration activities, including: updating the Housing Element, creating objective development standards, creating objective development standards for supportive housing, updating the City's density bonus ordinance, creating development standards for hotel and motel conversions, updating the multi-family residential ordinance to allow by-right permanent supportive housing, and providing funding for the University of California, Irvine Housing Study.

Eligible program activities after the first year include predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, and rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households; affordable rental and ownership housing that assists households earning up to 120% AMI, or 150% AMI in high-cost areas; matching portions of funds placed into local or regional housing trust funds; matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund; capitalized reserves for services connected to the preservation and creation of new permanent supportive housing; assisting persons who are experiencing or at risk of homelessness; accessibility modifications; efforts to acquire and rehabilitate foreclosed or vacant homes and apartments; homeownership opportunities; and matching funds invested by a county in an affordable housing development project.

Low-Moderate Income Housing Trust Fund

The City anticipates receiving approximately \$13M into the LMIHAF over the 5-year Consolidated Plan period. Per State regulations, up to \$250,000 per year may be expended to provide programs and services to homeless Garden Grove households. During FY 2020-2021, the City utilized \$100,000 in LMIHAF monies to subsidize the services portion of a rental assistance program for homeless households as a part of the Homeless Emergency Assistance Rental Transition (HEART) Program. The City expects to extend this program throughout the 5-year Consolidated Planning period to reduce homelessness within the jurisdiction. Remaining LMIHAF monies will be expended to produce affordable housing for low-income residents throughout the City.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Successor Agency owns an 8-unit apartment complex located at 12602 Keel Street in Garden Grove. This location is currently being leased to

the Orange County Community Housing Corporation (OCCHC) who offers the units to very-low-income families at an affordable rent. During FY 2021-22, the City will continue to monitor this project for compliance with rent/income limits to ensure Garden Grove residents have access to quality affordable housing.

Discussion

See responses above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Decent and Affordable Housing	2020	2025	Affordable Housing Homeless Non-Homeless Special Needs	Citywide	Increase, Improve, and Preserve Affordable Housing Promote New Construction of Affordable Housing Provide Rental Assistance to Alleviate Cost Burden	CDBG: \$180,000 HOME: \$2,519,214	Rental units constructed: 0 Household Housing Unit Rental units rehabilitated: 10 Household Housing Unit Homeowner Housing Rehabilitated: 30 Household Housing Unit Tenant-based rental assistance / Rapid Rehousing: 47 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Address the Needs of Homeless Individuals	2020	2025	Homeless	Citywide	Promote Programs to Meet Homeless Needs	ESG: \$180,138	Tenant-based rental assistance / Rapid Rehousing: 3 Households Assisted Homeless Person Overnight Shelter: 52 Persons Assisted Homelessness Prevention: 35 Persons (10 Households) Assisted Other: 200 Other
3	Provide Community and Supportive Services	2020	2025	Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Preserve and Improve Existing Supportive Services	CDBG: \$300,174	Public service activities other than Low/Moderate Income Housing Benefit: 930 Persons Assisted
4	Address Public Facilities and Infrastructure Needs	2020	2025	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Address Public Facilities/Infrastructure Needs	CDBG: \$1,524,005	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10,874 Persons Assisted
5	Promote Economic Development and Employment	2020	2025	Non-Housing Community Development	Citywide	Promote Economic Development and Employment	CDBG: \$465,758	Jobs created/retained: 153 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Provide for Planning and Administration Activities	2020	2025	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Provide for Necessary Planning and Administration	CDBG: \$400,233 HOME: \$248,449	\$164,648 in prior year HOME administration funds are being carried over.

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Provide Decent and Affordable Housing
	Goal Description	The City is focused on providing decent and affordable housing through a variety of programs as funding permits. Programs and activities to accomplish the City's goal include: new construction of affordable housing; acquisition and/or rehabilitation activities; rehabilitation assistance programs; lead-based paint hazard reduction efforts; and home ownership assistance.
2	Goal Name	Address the Needs of Homeless Individuals
	Goal Description	The City of Garden Grove will continue to use its funds to address homeless needs in the City in a manner that supports the countywide CoC system.
3	Goal Name	Provide Community and Supportive Services
	Goal Description	The City will provide for a variety of community and supportive services, with a focus on crime awareness and prevention programs and senior services. Other services may be considered if funding is available.

4	Goal Name	Address Public Facilities and Infrastructure Needs
	Goal Description	The City will coordinate improvements to public facilities and infrastructure to improve living conditions for low-income residents and neighborhoods.
5	Goal Name	Promote Economic Development and Employment
	Goal Description	The City will promote greater employment opportunities and support of economic development activities throughout the city.
6	Goal Name	Provide for Planning and Administration Activities
	Goal Description	<p>The City will continue to administer the CDBG, HOME, and ESG programs in compliance with program regulations and requirements. To ensure the effective use of limited CDBG, HOME, and ESG funds, the City must allocate funding towards planning and monitoring of the programs.</p> <p>The City complies with state and federal fair housing laws. To achieve fair housing goals, the City has contracted with a fair housing service provider to provide information, mediation, and referrals to residents. Garden Grove will strive to provide and maintain equal housing opportunities for all residents in the City, including special needs residents.</p>

Projects

AP-35 Projects – 91.220(d)

Introduction

The Fiscal Year (FY) 2021-22 Action Plan implements the second year of the 2020–2025 Consolidated Plan and addresses HUD consolidated planning requirements for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs for the City of Garden Grove. This plan outlines the action steps that Garden Grove will use to address housing and community development needs in the City. The plan also includes a listing of activities that the City will undertake during FY 2021-22 (July 1, 2021 through June 30, 2022) that utilize CDBG, HOME and ESG funds.

The City makes its funding allocation decisions in part based on proposals received as part of the annual RFP process. Through this process, funds are awarded to eligible activities that support the goals and address the priority needs described in the Strategic Plan. While CDBG, HOME, and ESG funding allocations for FY 2021-22 will not address all of the community's priority needs, allocations are focused toward specific projects addressing high community priorities and producing tangible community benefits.

Prior Year Funds Description

Tenant Based Rental Assistance – During FY 2020-21, the City continued administering the Homeless Emergency Assistance Rental Transition (HEART) Program, which provides rental assistance with wrap-around services to literally homeless households. Mercy House has approximately \$125,000 of unexpended HOME funding that will be carried over into FY 2021-22. Additionally, the City is offering rental assistance to 17 senior citizens at-risk of becoming homeless due to the expiring affordability covenants of the Valley View Senior Villas affordable housing project. Rental assistance for these vulnerable populations will be subsidized with \$140,000 in prior year, totaling \$265,000 in unexpended HOME funds.

Emergency Solutions Grant – During FY 2019-20, \$6,995 of unexpended Emergency Solutions Grant funds were left over from Emergency Shelter. In order to spend these unexpended funds, Illumination Foundation will be allocated \$6,995 of funds for Emergency Shelter services for Garden Grove homeless individuals and families.

Garden Grove Park Rehab - During FY 2020-21, the City of Garden Grove began work on Garden Grove Park Rehabilitation project and it is anticipated to be complete by September 2021. The City will carry over approximately \$524,005 in unexpended prior year CDBG funds to complete this project.

JOBS 1st Program - During FY 2020-21, the City funded the JOBS 1st (formerly Small Business Assistance Program) with \$175,000 in CDBG funds to provide financial assistance to four (4) businesses in exchange for creating four (4) new jobs for low-income individuals; however, the program was not successful. Businesses were negatively impacted by COVID-19 and are having to lay off employees and/or close their business. The City will be revising the Jobs 1st Program Guidelines to provide \$25,000 grants to eligible businesses who have been negatively impacted by COVID-19 and will retain approximately 120 jobs.

JOBS 1st To-Go Program - During FY 2020-21, the City implemented the Jobs 1st To-Go Program to assist businesses who are transitioning to takeout due to COVID-19. The Jobs 1st To-Go Grant provides up to \$1,500 to eligible businesses who retain 1 employee and who were negatively impacted by COVID-19. Approximately \$50,000 of unexpended program funds will be carried over to retain 33 jobs.

Home Improvement Grant - During FY 2020-21, the City funded the Home Repair Program with \$240,000 in CDBG funds to assist 40 low-income residents with home repairs. Approximately, \$120,000 of unexpended program funds will be carried over to assist additional low-income residents.

Permanent Supportive Housing – The City currently has approximately \$1.643M in unallocated HOME funds dating back to FY 2018-19. During FY 2021-22, the City anticipates funding the development of a Permanent Supportive Housing project utilizing approximately \$1.5M in prior year resources.

Unexpended/Unallocated Funds - Approximately **\$396,920** in unexpended prior year **CDBG** resources will remain unallocated for future use. Approximately **\$898,211** in unexpended prior year **HOME** resources will be left unallocated for future use.

Projects

#	Project Name
1	Administration and Planning
2	Public Services
3	Public Facilities and Infrastructure
4	Affordable Housing
5	Owner-Occupied Housing Rehabilitation
6	Economic Development and Employment
7	ESG21 Garden Grove

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The major obstacle to addressing the underserved needs in the community is the lack of adequate funding, especially for affordable housing activities. With the dissolution of redevelopment in California and reduced state and federal funding levels, the City's ability to address the extensive needs in the

community is seriously compromised.

1	Project Name	Administration and Planning
	Target Area	Citywide
	Goals Supported	Provide for Planning and Administration Activities
	Needs Addressed	Provide for Necessary Planning and Administration
	Funding	CDBG: \$400,233 HOME: \$248,449
	Description	Provide for necessary planning and administration activities to address housing and community development needs in the City. \$164,648 in prior year HOME administration funds are being carried over.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
2	Planned Activities	Planning and public participation, contract design, management and monitoring, financial administration, and HUD communication to administer the City's CDBG and HOME programs. Garden Grove will strive to provide and maintain equal housing opportunities for all residents in the City, including special needs residents.
	Project Name	Public Services
	Target Area	Citywide
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Preserve and Improve Existing Supportive Services
	Funding	CDBG: \$300,174

	Description	<p><u>Special Resource Team (\$120,080)</u> - The Police Department's Special Resource Team is responsible for providing response and outreach to homeless individuals. The main goal for the Special Resource Team is to get the homeless residents the services they need to get off of the streets. Funding this organization will enhance safety in lower-income areas.</p> <p><u>Senior Center Services (\$160,094)</u> - Provide one or more programs for seniors at the H. Louis Lake Senior Center. Programs include recreation and socialization, daily lunch, nutrition health education, and support for seniors.</p> <p><u>Meals on Wheels (\$20,000)</u> - Provide raw food for congregate meals to Garden Grove residents citywide.</p>
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	<p><u>Special Resource Team</u> – 2,000 contacts and 400 referrals</p> <p><u>Senior Center Services</u> - 300 individuals</p> <p><u>Meals on Wheels</u> - 230 individuals</p>
	Location Description	<p><u>Special Resource Team</u> - Citywide</p> <p><u>Senior Center Services</u> - 11300 Stanford Avenue, Garden Grove, CA 92840.</p> <p><u>Meals on Wheels</u> - Citywide</p>
	Planned Activities	<p><u>Special Resource Team</u> - The Police Department's Special Resource Team is responsible for providing response and outreach to homeless individuals. The main goal for the Special Resource Team is to get the homeless residents the services they need to get off of the streets. Funding this organization will enhance safety in lower-income areas.</p> <p><u>Senior Center Services</u> - Provide one or more programs for seniors at the H. Louis Lake Senior Center. Programs include recreation and socialization, daily lunch, nutrition health education, and support for seniors.</p> <p><u>Meals on Wheels</u> - Provide raw food for congregate meals to Garden Grove residents citywide.</p>
3	Project Name	Public Facilities and Infrastructure
	Target Area	

	Goals Supported	Address Public Facilities and Infrastructure Needs
	Needs Addressed	Address Public Facilities/Infrastructure Needs
	Funding	CDBG: \$1,524,005
	Description	<u>Josephine/Acacia Rehabilitation (\$1,000,000)</u> - CDBG funds will be used to rehabilitate local residential streets. <u>Garden Grove Park Rehabilitation (\$524,005)</u> - Rehabilitation in Garden Grove park.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	<u>Josephine/Acacia Rehabilitation</u> - Low/Mod Income Individuals Assisted: 1,357 Individuals. <u>Garden Grove Park Rehabilitation</u> - Low/Moderate Income Individuals Assisted: 9,517 Individuals.
	Location Description	Josephine/Acacia Garden Grove Park – 9301 Westminster Avenue
	Planned Activities	<u>Josephine/Acacia Rehabilitation</u> - CDBG funds will be used to rehabilitate local residential streets at Josephine/Acacia. <u>Garden Grove Park Rehabilitation</u> - Rehabilitation in Garden Grove park.
4	Project Name	Affordable Housing
	Target Area	Citywide
	Goals Supported	Provide Decent and Affordable Housing Address the Needs of Homeless Individuals
	Needs Addressed	Increase, Improve, and Preserve Affordable Housing Promote New Construction of Affordable Housing Provide Rental Assistance to Alleviate Cost Burden Promote Programs to Meet Homeless Needs
	Funding	HOME: \$2,519,214

Description	<p><u>New Construction of Affordable Housing (\$127,107)</u> - Facilitate predevelopment of new housing projects.</p> <p><u>Acquisition/Rehabilitation of Affordable Housing (\$377,107)</u> - Dedication of affordable rental housing units in exchange for financial assistance for developers to acquire and/or rehabilitate properties.</p> <p><u>Permanent Supportive Housing (\$1,500,000)</u> – Approximately \$1.5 in prior year HOME funds will be utilized to develop a permanent supportive housing project.</p> <p><u>Tenant Based Rental Assistance (\$515,000)</u> - TBRA for extremely low-income individuals and families.</p> <p><u>Interval House HEART (\$250,000)</u> - Interval House will be funded at \$250,000 of FY 21-22 HOME funding that will be assist approximately 20 extremely low-income residents.</p> <p><u>Mercy House HEART (\$125,000)</u> - Mercy House has approximately \$125,000 of unexpended HOME funding that will be carried over into FY 2021-22 to assist approximately 10 extremely low-income residents.</p> <p><u>Valley View Senior Villas (\$140,000)</u> - During FY 20-21, the City offered rental assistance to 17 senior citizens at-risk of becoming homeless due to the expiring affordability covenants of the Valley View Senior Villas affordable housing project. Rental assistance for this vulnerable population will continue to be subsidized with \$140,000 in prior year, unexpended HOME funds in FY 21-22.</p>
Target Date	6/30/2022
Estimate the number and type of families that will benefit from the proposed activities	<p><u>New Construction of Affordable Housing</u> – 0 new affordable housing units.</p> <p><u>Acquisition/Rehabilitation of Affordable Housing</u> - 10 affordable housing units.</p> <p><u>Tenant Based Rental Assistance</u> - 27 households.</p>
Location Description	Citywide.

	Planned Activities	<p><u>New Construction of Affordable Housing</u> - Facilitate predevelopment of new housing projects.</p> <p><u>Acquisition/Rehabilitation of Affordable Housing</u> - Dedication of affordable rental housing units in exchange for financial assistance for developers to acquire and/or rehabilitate properties.</p> <p><u>Tenant Based Rental Assistance</u> - TBRA for extremely low-income individuals and families.</p>
5	Project Name	Owner-Occupied Housing Rehabilitation
	Target Area	Citywide
	Goals Supported	Provide Decent and Affordable Housing
	Needs Addressed	Increase, Improve, and Preserve Affordable Housing
	Funding	CDBG: \$180,000
	Description	<u>Home Repair Program (\$180,000 CDBG)</u> - The program provides a grant of up to \$5,000 for minor home repairs including: plumbing, electrical, energy conservation activities, accessibility improvements, security and safety improvements, exterior refurbishing, and painting to eligible lower-income homeowners. During FY 2020-21, the City funded the Home Repair Program with \$240,000 in CDBG funds to assist 40 low-income residents with home repairs. \$120,000 of unexpended program funds will be carried over to assist additional low-income residents.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	<u>Home Repair Program</u> - 30 households served
	Location Description	Citywide
	Planned Activities	<u>Home Repair Program</u> - The program provides a grant of up to \$5,000 for minor home repairs including: plumbing, electrical, energy conservation activities, accessibility improvements, security and safety improvements, exterior refurbishing, and painting to eligible lower-income homeowners.

6	Project Name	Economic Development and Employment
	Target Area	Citywide
	Goals Supported	Promote Economic Development and Employment
	Needs Addressed	Promote Economic Development and Employment
	Funding	CDBG: \$465,758
	Description	<p><u>JOBS 1st Program (\$415,758)</u> - During FY 2010-21, the City funded the JOBS 1st with \$175,000 in CDBG funds to provide financial assistance to four (7) businesses in exchange for creating four (7) new jobs for low-income individuals; however, the COVID-19 made businesses hesitant to take out loans, so \$25,000 grants will be offered to businesses who have been negatively impacted by COVID-19 in FY 21-22. \$175,000 in prior year CDBG funds will be carried over and an additional \$240,758 in entitlement funds will be programmed to 120 jobs during FY 2021-22.</p> <p><u>JOBS 1st To-Go Program (\$50,000)</u> - During FY 2020-21, the City implemented the Jobs 1st To-Go Program to assist businesses who are transitioning to takeout due to COVID-19. The Jobs 1st To-Go Grant provides up to \$1,500 to eligible businesses who retain 1 employee and who were negatively impacted by COVID-19. \$50,000 in prior year funds will be carried over to retain 33 jobs during FY 2021-22.</p>
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	<p><u>JOBS 1st Program (\$415,758)</u>- 120 Jobs Created and/or Retained.</p> <p><u>JOBS 1st To-Go Program (\$50,000-Prior Year funds)</u>- 33 Jobs Created and/or Retained.</p> <p>Total # of Jobs Created/Retained = 153 Jobs</p>
	Location Description	Citywide
7	Planned Activities	Provide small business assistance loans and grants for job creation or retention.
	Project Name	ESG21 Garden Grove
	Target Area	Citywide
	Goals Supported	Address the Needs of Homeless Individuals
	Needs Addressed	Promote Programs to Meet Homeless Needs
	Funding	ESG: \$180,138

Description	Emergency Solutions Grant - During FY 2019-20, there was \$6,995.36 of unexpended Emergency Solutions Grant funds. In order to spend these unexpended funds, Illumination Foundation will be allocated the \$6,995.36 of funds for Emergency Shelter services for Garden Grove homeless individuals and families.
Target Date	6/30/2022
Estimate the number and type of families that will benefit from the proposed activities	<u>Tenant-based rental assistance / Rapid Rehousing</u> - 3 Households Assisted (6 individuals) <u>Homeless Person Overnight Shelter</u> - 52 Persons Assisted <u>Homelessness Prevention</u> - 35 Persons Assisted (10 households) <u>Other</u> - 200 Other
Location Description	Citywide
Planned Activities	Administration - \$12,985 Administration Total (7.5% Cap) - \$12,985 Street Outreach - \$25,000 Emergency Shelter -\$55,158 Shelter and Outreach Total (60% Cap-\$103,885.80) - \$80,158 Homeless Prevention - \$25,000 Rapid-Rehousing - \$30,000 Homeless Management and Information Systems - \$25,000

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has not established specific target areas to focus the investment of CDBG funds. Appendix B contains a map of block groups illustrating the lower-income areas in the City (defined as a block group where at least 51% of the population have incomes not exceeding 80% of the AMI). Investments in housing and community development services serving special needs populations and primarily lower-income persons will be made throughout the City. Housing assistance will be available to income-qualified households citywide.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of the city of Garden Grove qualifies as a low- and moderate-income area. Therefore, given the extensive needs in the community, the City has not targeted any specific neighborhood for investment of CDBG and HOME funds. Instead, projects are evaluated on a case-by-case basis, while considering emergency needs, cost effectiveness, feasibility, and availability of other funding to address the specific needs.

Discussion

Refer to the discussion above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City plans to utilize HOME and CDBG funds to support its authorized housing activities, including the Home Improvement Grant Program, as well as the acquisition/rehabilitation of affordable housing units.

One Year Goals for the Number of Households to be Supported	
Homeless	57
Non-Homeless	30
Special-Needs	0
Total	87

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	47
The Production of New Units	0
Rehab of Existing Units	30
Acquisition of Existing Units	10
Total	87

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Refer to responses above.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Garden Grove Housing Authority receives federal funds to facilitate the housing needs of persons from low-income households. The City does not operate or own public housing units. However, it disseminates rental assistance through the Section 8 vouchers. The City is currently serving approximately 2,200 households through the rental assistance program.

Actions planned during the next year to address the needs to public housing

Not Applicable. The City of Garden Grove does not operate any public housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not Applicable. The City of Garden Grove does not operate any public housing units.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable. The City of Garden Grove does not operate any public housing units.

Discussion

Refer to responses above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homeless prevention services are identified as a high priority need in the 2020-2025 Consolidated Plan. The City plans to address the needs of homeless individuals and those at risk of homelessness through allocation of ESG funds to support local efforts that prevent and address homelessness. The City of Garden Grove also administers the Homeless Emergency Assistance Rental Transition (HEART) Program, which forms part of the Comprehensive Four-Point Approach to End Homelessness. Through HEART, a portion of a household's rent (including security and utility deposits) is paid while offering services to achieve self-sufficiency. The program aims to assist 20 households over a 12-month period. The City will also continue to participate in the Orange County Continuum of Care System for the Homeless.

During Fiscal Year 2021-22, the City of Garden Grove will provide Tenant Based Rental Assistance to 17 seniors at-risk of becoming homeless due to the expiration of affordability covenants at the Valley View Senior Villas affordable housing project. The rental assistance will be used to keep the residents in their housing units until permanent, affordable housing accommodations can be secured.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Garden Grove participates in the Orange County Continuum of Care (CoC) system. For the past several years, leadership and coordination of Orange County's Continuum of Care planning process have been the shared responsibility of OC Partnership, 211 Orange County, and the OC Community Services. This public/nonprofit partnership helps ensure comprehensive and regional coordination of efforts and resources to reduce the number of homeless individuals and persons at risk of homelessness throughout Orange County. This group serves as the regional convener of the year-round CoC planning process and works as a catalyst for the involvement of the public and private agencies that make up the regional homeless system of care. The Orange County Continuum of Care system consists of 6 basic components:

1. Advocacy on behalf of those who are homeless or at-risk of becoming homeless;
2. A system of outreach, assessment, and prevention for determining the needs and conditions of an individual or family who is homeless;
3. Emergency shelters with appropriate supportive services to help ensure that homeless individuals and families receive adequate shelter and referrals;
4. Transitional housing to assist homeless individuals and families who are not prepared to make the transition to permanent housing and independent living;

5. Permanent housing or permanent supportive housing to help meet the long-term needs of homeless individuals and families; and
6. Reducing chronic homelessness in Orange County and addressing the needs of homeless families and individuals using motels to meet their housing needs.

During FY 2021-22, the City plans to fund street outreach services to reach out to unsheltered homeless people; connect them with emergency shelter, housing or critical services; and provide urgent non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing or an appropriate health facility.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City actively participates in the Orange County CoC by attending meetings to discuss how to establish performance measures that benefit the broader goals of the region. Consistent with the objectives of the countywide CoC, the City's Neighborhood Improvement Division has developed several strategies to address homelessness. Some of the tasks recently undertaken by the City include:

1. Point in Time Survey conducted by the County of Orange and City Net;
2. Development of a brochure for homeless persons that includes an inventory of local community resources; and
3. Collaborating with ESG entitlement jurisdictions within the County of Orange to discuss issues, concerns, and best practices for meeting the needs of the homeless population.

In addition, the City addresses the emergency and transitional housing needs of homeless persons through allocation of its ESG funds. Garden Grove will provide funding to Interval House, which provides domestic violence shelter and support services to victims of domestic violence. In addition, City Net, the City's street outreach service provider will connect homeless individuals and families to local shelters and service providers.

The City mobilizes its Section 8 Housing Choice Voucher Program, to the extent possible, to address the needs of homeless individuals and families. The Housing Authority gives homeless families referred by social service and emergency/transitional shelter programs preference for Section 8 vouchers to assist in transitioning to stable and permanent housing.

The City plans to fund Interval House to provide short to medium term rental assistance for up to 24 months, including up to six months of rental arrears, to homeless individuals and families. Homeless individuals and families will be located in permanent housing while they are given services to increase their income. In addition, Interval House will provide housing relocation, stabilization, case management, legal services for housing needs, and credit repair assistance. All services are designed to seamlessly

transition clients into suitable and stable permanent housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Interval House advocates are specialized in assisting clients with housing search and placement through established operational agreements with over 40 landlords. Clients may be immediately housed in local CoC shelters or access emergency homeless assistance through social services during housing search. All ineligible applicants are offered resources through 2-1-1 County.

As part of the efforts to provide housing for the homeless and those at risk of homelessness, the City of Garden Grove will award ESG funds to service providers who provide rental assistance through the HEART Program. Interval House administers the program and are aiming to assist 20 households over a 12-month period through providing a portion of a household's rent (including security and utility deposits) while offering services to achieve self-sufficiency.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City works diligently to expand and conserve the affordable housing inventory, especially affordable rental housing that benefits the extremely low- and very low-income households who are most at risk of becoming homeless. Lower-income households referred to the Housing Authority by local transitional housing and emergency shelters are given priority for the Section 8 program. The City will allocate ESG funds to Mercy House to provide homeless prevention services in the form of short to medium term rental assistance for up to 24 months, including up to 6 months of arrears, to individuals and families at imminent risk of homelessness. The housing assistance provided will be located in permanent housing. In addition, funds for homeless prevention will also provide financial assistance such as rental application fees, security deposits and/or services such as case management, housing search and placement, and legal services.

During Fiscal Year 2021-22, the City of Garden Grove will provide Tenant Based Rental Assistance to 17

seniors at-risk of becoming homeless due to the expiration of affordability covenants at the Valley View Senior Villas affordable housing project. The rental assistance will be used to keep the residents in their housing units until permanent, affordable housing accommodations can be secured.

Mercy House will engage persons in need of homeless prevention through referrals from 2-1-1 Orange County and will participate in the Orange County Homeless Provider Forum. To ensure that the most vulnerable are served, eligible households will be those at imminent risk of homelessness, who fall at or below 30% AMI, and have been served a notice of eviction. Mercy House will work with households to increase income, find employment, and set a household budget that will prepare them for long-term stability and to prevent recidivism and homelessness.

There will also be continued rental assistance for persons experiencing homelessness and those at risk of being homeless through the Homeless Emergency Assistance Rental Transition (HEART) Program that Interval House administers. The HEART Program is part of Garden Grove's Comprehensive Four-Point Approach to End Homelessness, which provides rental assistance for persons who are homeless, and those at risk of homelessness. In addition, while receiving services, case managers from Interval House will meet with the household receiving assistance regularly to encourage accomplishments of goals, money savings, and debt payoffs.

Discussion

Refer to responses above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Development Fees - The fees the City Charges to process and review plans for residential developments may increase the cost of building affordable housing in the jurisdiction. This may, in turn, affect rents, which may become fair market rents.

Development Review and Permit Processing - The review process for building permits can be a constraint to housing development if they place an undue burden on the developer. The longer housing projects take to be built or rehabilitated, the higher the development or rehabilitation cost may become. This could also affect the affordable housing stock due to conversion to market rents.

Environmental Review Process - Environmental factors such as the presence of sensitive biological resources and habitats or geological hazards can constrain residential development in a community by increasing costs and reducing the amount of land suitable for housing construction

Legislative Barriers - AB 1482 legislation was voted into law to prevent arbitrary rental increases on lower-income households. However, due to the 85-day waiting period before the law came into effect on the 1st of January 2020, many tenants were given eviction notices so that their homes could be converted to market rents.

Financing - Economic conditions and national policies determine interest rates for borrowing money for residential developments as well as mortgage rates. This affects the ability to purchase or rehabilitate housing due to increased costs.

Infrastructure Constraints - Public facilities, particularly drainage and sewage, need to be updated and expanded constantly to accommodate the growing number of housing units. Deficiency in sewer capacity, as well as land designations for this essential infrastructure, reduces land that is available for housing development.

Environmental Constraints - The city of Garden Grove is located in a region with a seismic activity that may hinder the development of housing within certain areas. However, it is not located within an Alquist-Priolo Special Study Zone that would affect housing production. The Alquist-Priolo Earthquake Fault Zoning Act of 1972 prevents the construction of buildings used for human occupancy on the surface trace of active faults. The Act prohibits new construction of houses in California within these zones unless a comprehensive geologic investigation shows that the fault does not pose a hazard to the proposed structure.

The city of Garden Grove is within a flood zone, according to The Federal Emergency Management Agency (FEMA) maps. According to FEMA, the term "100-year flood" refers to the flood elevation level that has

a 1% chance of being equaled or exceeded each year. There is a need for additional investment in flood prevention when developing residential units.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Market and governmental factors pose barriers to the provision of adequate and affordable housing. These factors tend to disproportionately impact lower- and moderate-income households due to their limited resources for absorbing the costs. Garden Grove works to remove barriers to affordable housing by implementing a Housing Element that is consistent with California law and taking actions to reduce costs or provide offsetting financial incentives to assist in the production of safe, high-quality, affordable housing. The City is committed to removing governmental constraints that hinder the production of housing and offers a “one-stop” streamlined permitting process to facilitate efficient entitlement and building permit processing.

The City of Garden Grove has instituted additional actions aimed at reducing the impact of the public sector role in housing costs. City efforts to remove barriers to affordable housing include:

1. Periodical analysis and revision of the zoning code aimed at developing flexible zoning provisions in support of providing an adequate supply of desirable housing, such as mixed-use zoning standards and updates to the Housing Element;
2. Provision of affordable housing projects through acquisition and rehabilitation activities, and new construction of affordable housing units;
3. Establishing a streamlined service counter to reduce the processing time;
4. Density bonuses for affordable projects; and
5. Continued assessment of existing policies, procedures, and fees to minimize unnecessary delays and expenses to housing projects.

Also, the City will use its Analysis of Impediments to Fair Housing Choice (AI) report in coordination with other local jurisdictions. The AI has identified any potential impediments to fair housing and has established a Fair Housing Action Plan to outline steps to overcome any identified impediments.

Discussion:

Refer to responses above.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the City's efforts in addressing underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to addressing underserved needs is the lack of adequate funding, especially for affordable housing activities. With reduced state and federal funding levels, the City's ability to address the extensive needs in the community is seriously compromised. The City will strive to leverage available funds to overcome obstacles in meeting underserved needs. The City continues to use its 2014-2021 Housing Element, which includes a commitment to pursue state, federal, and other funding opportunities to increase the supply of safe, decent, affordable housing in Garden Grove for lower-income households (including extremely low-income households), which includes: senior citizens, disabled, homeless, and those at risk of homelessness.

Actions planned to foster and maintain affordable housing

Garden Grove has several programs in place to increase and preserve the supply of affordable housing for lower-income households. One of these programs produces affordable housing through the acquisition and rehabilitation of existing housing units, as well as the construction of new units. In the past, the City has partnered with nonprofit organizations and housing developers to accomplish this goal. Increased sustainability of existing single-family housing is accomplished through the provision of grants to low-income residents and senior repairs homes.

Actions planned to reduce lead-based paint hazards

The City has an aggressive policy to identify and address lead-based paint hazards in HUD-funded housing rehabilitation projects. A licensed professional for detecting the presence of lead-based paint first inspects all housing units rehabilitated with federal funds. The City ensures lead-safe work practices are used to perform all rehabilitation where lead-based paint is identified. All homes identified as containing lead paint are tested post-rehabilitation to ensure the hazard has been mitigated.

Actions planned to reduce the number of poverty-level families

Garden Grove continues to look for ways to expand economic activities to include all people, including those at or below the poverty line. In the past, the City has focused on the creation of jobs for low- and moderate-income persons through economic development in the Harbor Boulevard area. In recent years,

the Jobs 1st Program was implemented as a resource for businesses to create or retain jobs. The Jobs 1st Program offers financial assistance to for-profit businesses in exchange for them to hire or retain at least one low-income full-time employee.

In addition, other essential elements of the City's anti-poverty strategy include:

1. Section 8 Housing Choice Voucher Program;
2. Housing Choice Voucher Family Self Sufficiency Program;
3. Economic development programs;
4. Workforce Investment Board outreach and training programs;
5. Anti-crime programs;
6. Housing rehabilitation programs;
7. Creation of affordable housing; and
8. Homeless service programs.

Through these programs, the City is working to reduce the number of families living below the poverty line. The goals and strategies contained in this Consolidated Plan aim to fund housing, community development, and community services. In addition, the City will allocate up to 15% of its CDBG funds annually to public service agencies that offer supportive services in an effort to reduce poverty.

Actions planned to develop institutional structure

Successful program implementation requires coordination, both internally and with outside agencies. The City makes changes, as needed, to its staff assignments to address the administrative, planning, and reporting needs of CDBG, HOME, and ESG funds. Project management improvements have included strengthened project eligibility review and staff training of regulatory compliance and procedures. The City of Garden Grove Neighborhood Improvement Division of the Community and Economic Development Department serves as the lead agency in the administration and compliance of CDBG, HOME, and ESG programs and grant management. The Neighborhood Improvement Division coordinates activities related to CDBG, HOME, and ESG funds, including coordination of internal departments, outside agencies, and grant recipients.

The City's ongoing efforts in its institutional structure include strengthening project designs through negotiating stronger and more specific performance goals for project contracts. This includes ongoing education and technical assistance for program stakeholders including fellow City Departments implementing HUD-funded programs, outside contractors, Neighborhood Improvement and Conservation Commission, City Council, and the public. The City also amended the Citizen Participation Plan to make it more readable and to officially designate the City Council as the public hearing body.

Capacity building is another development component within the City's institutional structure. In addition to in-house training and development of improved management systems, the City will continue to

participate in all HUD training offered locally. To gather more information, build staff knowledge, and seek regional solutions to regional problems, the City participates in regional efforts such as the Orange County Continuum of Care for the Homeless.

Actions planned to enhance coordination between public and private housing and social service agencies

Housing, supportive services, and community development activities are delivered by a number of public agencies, nonprofit entities, and private organizations. The City of Garden Grove will continue to function in a coordinating role between local non-profit service providers and other county, state, and federal organizations. To enhance coordination, the City participates in regional planning groups and forums to foster collaboration with other agencies and organizations.

Through collaboration, the City identifies common goals and strategies to avoid overlaps in services and programs and identify potential for leveraging resources. The City also continues to work with a wide range of public and community social service agencies to address the various needs of the community. The City also utilizes the services of 211 Orange County, whose mission is to help people in the community find the help they need by eliminating the barriers to finding and accessing social services.

Discussion:

Refer to responses above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	1,000,000
5. The amount of income from float-funded activities	0
Total Program Income:	1,000,000

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

- 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

The City of Garden Grove does not anticipate using forms of investment beyond what is listed in Section 92.205.

- 2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

The City of Garden grove does not anticipate using HOME funds for home-buyer activities during FY 21-22.

- 3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

The City of Garden grove does not anticipate using HOME funds for home-buyer activities during FY 21-22.

- 4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

The City of Garden grove does not anticipate using HOME funds to refinance existing debt.

**Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

Please see City of Garden Grove Protocols for Administering the Emergency Solutions Grant, included as Appendix C.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The City of Garden Grove participates in the Orange County Continuum of Care system (CoC). The Orange County CoC has established the Orange County Homeless Management Information System (HMIS), an online database used by homeless and at-risk service providers that records demographic and service usage data and produces an unduplicated count of the people using those services.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The City, along with the cities of Anaheim, Irvine, Santa Ana and the County of Orange, has developed the Orange County ESG collaborative. During the 5-year Consolidated Plan cycle, the collaborative conducts an open and competitive Request for Proposal process for making sub-awards.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City consults with the Continuum of Care, which has former homeless individuals as members. Subrecipients who run the shelters and the rapid re-housing programs in the community have former homeless individuals in their organizations who help shape policies and make decisions about services and programs that receive ESG funding.

5. Describe performance standards for evaluating ESG.

The performance standards for evaluating ESG are described in the Protocols for Administration of The Emergency Solutions Grant, included in Appendix C.

APPENDIX A

SUMMARY OF PUBLIC OUTREACH

**NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING
FOR PROPOSED FY 2021-22 ACTION PLAN
FOR USE OF HUD FUNDS**

**GARDEN GROVE NEIGHBORHOOD IMPROVEMENT AND
CONSERVATION COMMISSION
AND
GARDEN GROVE CITY COUNCIL**

The City of Garden Grove is an Entitlement City for the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant, HOME Investment Partnership Act, and Emergency Solutions Grant.

On April 26, 2021, at 6:30 p.m., the Garden Grove Neighborhood Improvement and Conservation Commission will hold a Public Hearing in the Council Chambers of the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, to consider the FY 2021-22 Action Plan, covering the period of July 1, 2021, through June 30, 2022. This Action Plan will allocate approximately \$3 million in new HUD funds.

On April 27, 2021, at 6:30 p.m., the City Council will also hold a Public Hearing in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, to consider the FY 2021-22 Action Plan.

In an effort to protect public health and prevent the spread of the Coronavirus (COVID-19), City Council members will be teleconferencing. Members of the public are asked to consider very carefully before attending this meeting in person and are required to wear face masks and maintain distance from others. Please do not attend this meeting if you have traveled and/or have had direct contact with someone who has traveled to places experiencing high rates of infection or tested positive for Covid-19. The meeting will also be broadcasted live on Spectrum Cable Channel 3 in audio, and live streamed at https://ggcity.org/cgi-bin/city_council/videos_and_agendas.cgi, and on YouTube at <https://www.youtube.com/c/GardenGroveTV3/live>.

Opportunity for Public Review and Comment

From March 26, 2021 through April 27, 2021, the City's FY 2021-2022 Action Plan will be available for public review at the following location:

Due to Covid-19, we are modifying our process for reviewing and providing comments for the FY 2021-2022 Action Plan. Please visit <https://ggcity.org/neighborhood-improvement> to review the FY 2021-2022 Action Plan, and please submit comments electronically to Timothy Throne at timothyt@ggcity.org.

The Community and Economic Development Department will accept written and verbal comments until 3:00 p.m. on April 27, 2021. Please direct any questions or comments to Timothy Throne, at (714) 741-5144 or by email at timothyt@ggcity.org.

/s/ Teresa Pomeroy
City Clerk

Dated:
Publish:

**AVISO DE AUDIENCIA PÚBLICA
REFERENTE AL PLAN DE ACCIÓN PROPUESTO PARA EL AÑO FISCAL
2021-2022
PARA EL USO DE FONDOS DE HUD**

**COMISIÓN DE MEJORA Y CONSERVACIÓN DE VECINDARIOS DE
GARDEN GROVE
Y
CONSEJO MUNICIPAL DE GARDEN GROVE**

La ciudad de Garden Grove es una ciudad habilitada para la subvención en bloque para el desarrollo comunitario (CDBG), la ley de asociación de inversión HOME (HOME) y la subvención para soluciones de emergencia (ESG) del Departamento de Vivienda y Desarrollo Urbano de los EE. UU. (HUD).

El 26 de abril de 2021, a las 6:30 pm, la Comisión de Conservación y Mejoramiento del Vecindario de Garden Grove llevará a cabo una Audiencia Pública el Centro de Reuniones Comunitarias, 11300 Stanford Avenue, Garden Grove, para considerar el Plan de Acción del año fiscal 2021-22, que abarca el período del 1 de julio de 2021 al 30 de junio de 2022. Este Plan de Acción asignará aproximadamente \$ 3 millones en nuevos fondos de HUD.

El 27 de abril de 2021, a las 6:30 p.m., el Concejo Municipal también llevará a cabo una Audiencia Pública en el Centro de Reuniones Comunitarias, 11300 Stanford Avenue, Garden Grove, para considerar el Plan de Acción del año fiscal 2021-22.

En un esfuerzo por proteger la salud pública y prevenir la propagación del Coronavirus (COVID-19), los miembros del Concejo Municipal realizarán teleconferencias. Se les pide a los miembros del público que consideren detenidamente antes de asistir a esta reunión en persona y se les requiere que usen máscaras faciales y se mantengan alejados de los demás. No asista a esta reunión si ha viajado y / o ha tenido contacto directo con alguien que haya viajado a lugares que con altas tasas de infección o que haya dado positivo por Covid-19. La reunión también se transmitirá en vivo en Spectrum Cable Channel 3 en audio y en vivo en https://ggcity.org/cgi-bin/city_council/videos_and_agendas.cgi, y en YouTube en <https://www.youtube.com/c/GardenGroveTV3/live>.

Oportunidad de revisión y comentarios públicos

Desde el 26 de marzo de 2021 hasta el 27 de abril de 2021, el Plan de Acción de la ciudad para el año fiscal 2021-2022 estará disponible para revisión pública en la siguiente ubicación:

Debido a Covid-19, estamos modificando nuestro proceso para revisar y proporcionar comentarios para el Plan de Acción para el año fiscal 2021-2022. Por favor visite <https://ggcity.org/neighborhood-improvement> para revisar el Plan de Acción para el año fiscal 2021-2022 y envíe sus comentarios por vía electrónica a Timothy Throne a timothyt@ggcity.org.

El Departamento de Desarrollo Económico y Comunitario aceptará comentarios escritos y verbales hasta las 3:00 p.m. el 27 de abril de 2021. Dirija cualquier pregunta o comentario a Timothy Throne, al (714) 741-5144 o por correo electrónico a timothyt@ggcity.org.

/s/ Teresa Pomeroy
City Clerk

Con fecha de:
Publicar:

**THÔNG BÁO BUỔI ĐIỀU TRẦN CHO CÔNG CHÚNG
VỀ KẾ HOẠCH HÀNH ĐỘNG ĐỀ NGHỊ CHO NIÊN KHÓA 2021-22 VỀ
VIỆC DÙNG QUỸ HUD**

**ỦY BAN BẢO TRÌ VÀ CẢI THIẾN KHU XÓM GARDEN GROVE
VÀ
HỘI ĐỒNG THÀNH PHỐ GARDEN GROVE**

Thành phố Garden Grove là một Thành Phố Đặc Quyền thuộc Ban Phát Triển Gia Cư và Đô Thị (HUD) Hoa Kỳ, Trợ Cấp Khu Phố Phát Triển Cộng Đồng (CDBG), Đạo Luật Cộng Tác Đầu Tư HOME (HOME), và các chương trình Trợ Cấp Giải Pháp Khẩn Cấp (ESG).

Vào ngày 26 tháng Tư, 2021, lúc 6:30 chiều, Ủy Ban Bảo Trì và Cải Thiện Khu Xóm Garden Grove sẽ tổ chức một buổi Điều Trần Công Khai tại Phòng Hợp Hội Đồng Thành Phố, địa chỉ là 11300 Stanford Avenue, Garden Grove, để xem xét Kế Hoạch Hành Động cho niên khóa 2021-22, áp dụng cho thời kỳ từ 1 tháng Bảy, 2021, cho tới ngày 30 tháng Sáu, 2022. Kế Hoạch Hành Động này sẽ cấp khoảng \$3 triệu cho quỹ HUD mới.

Vào ngày 27 tháng Tư, 2021, lúc 6:30 chiều, Hội Đồng Thành Phố cũng sẽ tổ chức một buổi Điều Trần Công Khai tại Phòng Hợp Hội Đồng, địa chỉ là 11300 Stanford Avenue, Garden Grove, để xem xét Kế Hoạch Hành Động cho niên khóa 2021-22.

Trong nỗ lực bảo vệ sức khỏe cộng đồng và ngăn chặn sự lây lan của Coronavirus (COVID-19), thành viên Hội đồng Thành phố sẽ tham gia hội nghị qua mạng (teleconferencing). Các thành viên trong cộng đồng được yêu cầu cân nhắc kỹ trước khi trực tiếp tham dự cuộc họp này và phải đeo khẩu trang và giữ khoảng cách với những người khác. Vui lòng không tham dự cuộc họp này nếu quý vị đã đi du lịch và/ hoặc tiếp xúc trực tiếp với người đã đi đến những nơi có tỷ lệ lây nhiễm cao hoặc có kết quả xét nghiệm dương tính với Covid-19. Cuộc họp sẽ được phát trực tiếp trên Spectrum Cable Channel 3 tại

https://ggcity.org/cgi-bin/city_council/videos_and_agendas.cgi, và kênh Youtube tại <https://www.youtube.com/c/GardenGroveTV3/live>.

Cơ Hội cho Công Chúng Xem Duyệt và Góp Ý

Từ ngày 26 tháng Ba, 2021 cho tới ngày 27 tháng Tư, 2021, Kế Hoạch Hành Động đề nghị cho niên khóa 2021-22 sẽ có sẵn để công chúng xem xét tại các địa điểm sau:

Do dịch Covid-19, chúng tôi đang sửa đổi quy trình của chúng tôi để xem xét và cung cấp nhận xét cho việc sửa đổi AP 2021-2022. Vui lòng truy cập <https://ggcity.org/neighborhood-improvement> để xem xét sửa đổi AP 2021-2022, và vui lòng gửi ý kiến trực tiếp bằng cách email cho ông Timothy Throne tại timothyt@ggcity.org.

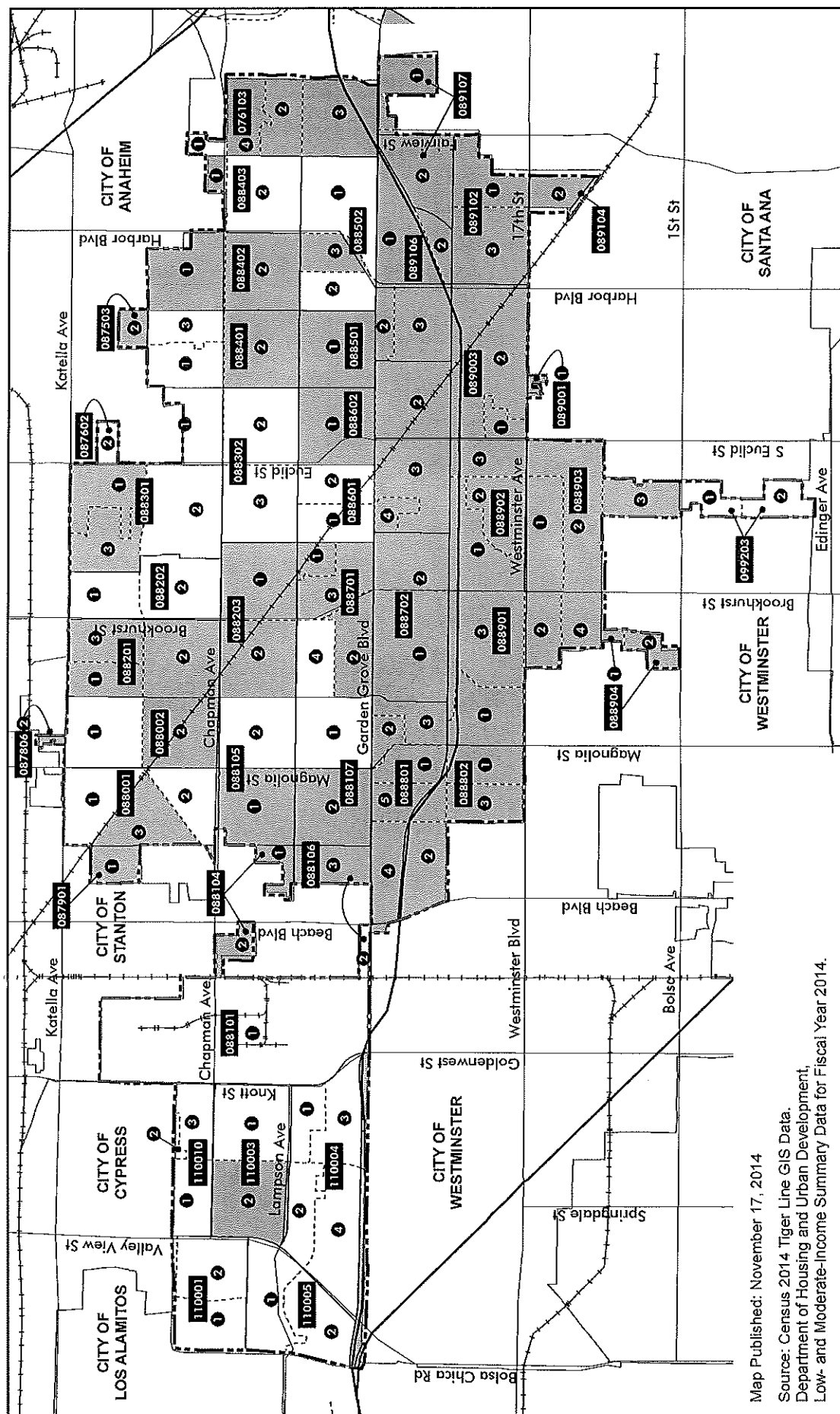
Phòng Phát triển Kinh tế và Cộng đồng sẽ chấp nhận các ý kiến bằng văn bản và bằng lời nói cho đến 3:00 giờ chiều ngày 27 tháng Tư, 2021. Vui lòng liên lạc ông Timothy Throne tại (714) 741-5144 nếu có bất kỳ câu hỏi hoặc nhận xét nào hoặc gửi qua email tại timothyt@ggcity.org.

/s/ Teresa Pomeroy
Thư Ký Thành Phố

Ngày:
Ngày công bố:

APPENDIX B

MAPS OF PROJECTS



City of Garden Grove Lower Income Areas

2015-2020 Consolidated Plan

LEGEND

- Lower Income Areas
- Lower Income concentration is defined by Census Block Groups with 5.1% of households that have incomes at or below 80% of the area median income (AMI)
- Legend:
- Lower Income Areas
 - Garden Grove City Boundary
 - Surrounding City Boundary
 - Freeway/Highway
 - Major Road
 - Railroad
 - Census Tract
 - Census Block Group
 - Block Group Number

APPENDIX C

EMERGENCY SOLUTIONS GRANT PROTOCOLS



City of Garden Grove

Protocols for Administering The Emergency Solutions Grant

City of Garden Grove
COMMUNITY DEVELOPMENT DEPARTMENT
NEIGHBORHOOD IMPROVEMENT DIVISION
11222 ACACIA PARKWAY
GARDEN GROVE, CA 92840

OVERVIEW

This document establishes protocols for administering the Emergency Solutions Program (ESG) and replaces previous protocols for the defunct Emergency Shelter Grants Program. The protocols herein incorporate changes in the ESG program pursuant to the Interim Rule (effective January 4, 2012), which established the regulations for the Emergency Solutions Grants Program (ESG). Unlike the former Emergency Shelter Grants Program that emphasized serving the needs of the homeless in emergency or transitional shelters, the focus of the ESG aims at “assisting people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness” (Interim Rule, Federal Register / Vol. 76, No. 233. p. 75954).

Regulatory Authority. The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, was promulgated on May 20, 2009, reauthorized and amended the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq) consolidating three homeless assistance programs into one grant program and revising the Emergency Shelter Grants program and renaming it as the Emergency Solutions Grants (ESG) program. The HEARTH Act also codifies into law the Continuum of Care planning process.

Effective January 4, 2012, the Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments interim rule revised the regulations for the Emergency Shelter Grants program by establishing the regulations for the Emergency Solutions Grants program, which replaced the Emergency Shelter Grants program.

Objectives. The ESG Program provides funding to achieve these objectives:

- Engage homeless individuals and families living on the street;
- Improve the number and quality of emergency shelters for homeless individuals and families;
- Help operate these shelters;
- Provide essential services to shelter residents,
- Rapidly re-house homeless individuals and families, and
- Prevent families/individuals from becoming homeless.

Beneficiary Eligibility

City staff will ensure compliance by subrecipients with the minimum eligibility criteria for ESG beneficiaries:

- For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the “homeless” definition under 24 CFR 576.2, namely:

An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

- For emergency shelter, beneficiaries must meet the “homeless” definition in 24 CFR 576.2.
 - (1) *An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:*
 - (i) *An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;*
 - (ii) *An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low income individuals); or*
 - (iii) *An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;*
 - (2) *An individual or family who will imminently lose their primary nighttime residence, provided that*
 - :(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;*
 - (ii) No subsequent residence has been identified; and*
 - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;*
 - (3) *Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:*
 - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);*
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;*
 - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and*
 - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or*

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, e.g., family, friends, faith based or other social networks, to obtain other permanent housing.

- For essential services related to emergency shelter, beneficiaries must be "homeless" and staying in an emergency shelter (which could include a day shelter).
- For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103par. That is, those who meet the criteria under "At Risk of Homelessness", and who have an annual income below 30% of the median family income for the area. At Risk of Homelessness" means an individual or family who has an annual income below 30 percent of median family income for the area, as determined by HUD, and does not have sufficient resources or support networks.
- For rapid re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104, that is:

Program participants who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition.

Further eligibility criteria may be established at the local level in accordance with 24 CFR 576.400(e).

Minimum Documentation. The following standards for documenting homelessness are to be monitored by City staff.

Persons living on the street	Certify that the persons served reside on the street.	Provision of services (e.g., outreach, food, health care, clothing) to persons who reside on the streets and not in shelters or other places meant for human habitation), require the outreach or service worker to sign and date a general certification that: <ul style="list-style-type: none">▪ verifies that the services are going to homeless persons, and▪ indicates where the persons served reside.
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Persons coming from living on the street (and into a place meant for human habitation)	Obtain information to indicate that the participant is coming from the street.	<p>You must verify that an individual is coming from the street through:</p> <ul style="list-style-type: none"> ▪ organizations or outreach workers who have assisted him/her in the past; ▪ determining where the resident receives assistance checks, if applicable; and/or ▪ other information regarding the participant's recent past activities. <p>Document your verification efforts! Your staff should prepare a statement that is then signed and dated.</p> <p>As a last resort, if you are unable to verify in this manner that the person is coming from living on the street, the participant or a staff member may prepare a short written statement about the participant's previous living place and have the participant sign the statement and date it.</p>
Persons coming from an emergency shelter Persons coming from a transitional housing	<p>Verify from the emergency shelter staff that the participant has been residing at the emergency shelter.</p> <p>Verify with the transitional housing staff that:</p> <ul style="list-style-type: none"> ▪ the participant has been residing at the transitional housing; and ▪ the participant was living on the streets or in an emergency shelter prior to living in the transitional housing facility or was discharged from an institution or evicted prior to living in the transitional housing and would have been homeless if not for the transitional housing. 	<p>You need to obtain from the referring agency a written, signed, and dated verification that the individual has been a resident of the emergency shelter.</p> <p>You must obtain from the referring agency two written, signed, and dated verifications:</p> <ul style="list-style-type: none"> ▪ a signed statement from the transitional housing staff indicating that the individual had been a resident there; and ▪ the referring agency's written, signed, and dated verification as to the individual's homeless status when he/she entered their program. <p>If the referring agency did not verify the individual's homeless status upon entry into their program, you will need to verify that status yourself. That is, in addition to the written, signed, and dated verification from the referring agency that the individual has been residing in the transitional housing, you need to verify their status upon entry into transitional housing and document that status according to the instructions here.</p> <p>(For example, if the person was living on the streets before moving into the transitional housing, you will need to obtain the documentation required under "Persons coming from living on the street" above).</p>
Persons being evicted from a private dwelling	Have evidence of the eviction proceedings.	<p>You need to obtain two types of information:</p> <ul style="list-style-type: none"> ▪ Documentation of: <ul style="list-style-type: none"> ✓ the income of the participant; ✓ what efforts were made to obtain housing; and ✓ why, without the homeless assistance, the participant would be living on the street or in an emergency shelter. ▪ Documentation of one of the following:

		<ul style="list-style-type: none"> ✓ For formal eviction proceedings, evidence that the participant was being evicted within the week before receiving homeless assistance; ✓ Where a participant's family is evicting, a signed and dated statement from a family member describing the reason for the eviction; ✓ Where there is no formal eviction process (in these cases, persons are considered evicted when they are forced out of the dwelling unit by circumstances beyond their control), two things are needed: <ul style="list-style-type: none"> ▪ a signed and dated statement from the participant describing the situation; and ▪ documentation and verification (through written, signed, and dated statements) of efforts to confirm that these circumstances are true.
Persons from a short term stay (up to 30 consecutive days) in an institution who previously resided on the street or in an emergency shelter	Verify from the institution staff that the participant has been residing at the institution and was homeless before entering the institution	<p>You must obtain:</p> <ul style="list-style-type: none"> ▪ written verification from the situation's staff that the participant has been residing in the institution for less than 31 days; and ▪ information on the previous living situation. Preferably, this will be the institution's written, signed, and dated verification on the individual's homeless status when he/she entered the institution. If the institution's staff did not verify the individual's homeless status upon entry into the institution, you will need to verify that status yourself, according to the instructions above (i.e., if the person was living on the streets before moving into the institution, you will need to obtain the documentation required under "Persons coming from living on the street").
Persons being discharged from a longer stay in an institution	Verify from the institution staff that the participant has been residing at the institution and will be homeless if not provided with assistance.	<p>You need to obtain signed and dated:</p> <ul style="list-style-type: none"> ▪ evidence from the institution's staff that the participant was being discharged within the week before receiving homeless assistance; and ▪ documentation of the following: <ul style="list-style-type: none"> ✓ the income of the participant; ✓ what efforts were made to obtain housing; and ✓ why, without the homeless assistance, the participant would be living on the street or in an emergency shelter.
Persons fleeing domestic violence	Verify that the participant is fleeing a domestic violence situation.	You must obtain written, signed, and dated verification from the participant that he/she is fleeing a domestic violence situation.

If the participant is unable to prepare the verification, you may prepare a written statement about the participant's previous living situation, have the participant sign, and date it.

SALIENT ESG COMPONENTS

The following summarizes the five allowable ESG components and corresponding activities. Refer to **Exhibit 1** for a detailed summation of ESG components, activities and allowable costs.

- **Street Outreach.** Essential Services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services per 24 CFR 576.101 comprise the following:
 - ✓ Engagement,
 - ✓ Case management,
 - ✓ Emergency health and mental health services,
 - ✓ Transportation.
- **Emergency Shelter.** Per 24 CFR 576.102, ESG funds may be used to renovate a building to serve as an emergency shelter. Site must serve homeless persons for at least 3 or 10 years, depending on the cost and type of renovation (major rehabilitation, conversion, or other renovation). Note: Property acquisition and new construction are ineligible.
 - ✓ Essential Services for individuals and families in emergency shelter. Component services generally consist of case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, and transportation.
 - ✓ Shelter Operations, including maintenance, rent, security, fuel, equipment, insurance, utilities, and furnishings.
 - ✓ Relocation assistance for persons displaced by a project assisted with ESG funds.
 - ✓ **Homelessness Prevention.** Housing relocation and stabilization services and/or short and/or medium-term rental assistance necessary to prevent the individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2.

Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing

stability case management, mediation, legal services, and credit repair. For specific requirements and eligible costs, see 24 CFR 576.103, 576.105, and 576.106.

- **Rapid Re-Housing.** Housing relocation and stabilization services and short and/or medium-term rental assistance as necessary to help individuals or families living in an emergency shelter or other place described in paragraph (1) of the “homeless” definition move as quickly as possible into permanent housing and achieve stability in that housing.

Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirements and eligible costs, see 24 CFR 576.104, 576.105, and 576.106.

The following chart summarizes the ESG components and related activities:

Components	ESG Eligible Activities						
	Renovation/ Rehab	Essential Services	Operations	Housing Relocation & Stabilization/ Financial Assistance	Housing Relocation & Stabilization/ Financial Services	Rental Assistance	
Street Outreach		✓					
Shelter	✓	✓	✓				
Homeless Prevention				✓	✓	✓	
Rapid Re-Housing				✓	✓	✓	

ESG funds are also used for the following:

- **HMIS.** Grant funds may be used for certain Homeless Management Information System (HMIS) and comparable database costs, as specified at 24 CFR 576.107.
- **Administration.** Pursuant to 24 CFR 576.108., up to 7.5% of a recipient's fiscal year grant can be used for administrative activities, such as general management, oversight, coordination, and reporting on the program. State recipients must share administrative funds with their subrecipients who are local governments and may share with their subrecipients who are nonprofit organizations.

SALIENT MONITORING COMPONENTS

City staff will monitor subrecipients to ensure compliance with ESG requirements outlined below.

The Eligibility Evaluation form and the Subrecipient Agreement will include the following performance objective and performance outcome by ESG activity category.

ESG Activity Category in IDIS	Performance Objective		Performance Outcome	
	Create Suitable Living Environments	Provide Decent Affordable Housing	Availability/ Accessibility	Affordability
Shelter	✓		✓	
Street Outreach	✓		✓	
Homeless Prevention		✓		✓
Rapid Re-Housing		✓		✓

Obligation & Expenditure Deadlines

In accordance with 24 CFR 576.203, the City is to adhere to the following deadlines:

ESG Timeliness Requirement	Timeframe
Obligate funds (from the date HUD signs the grant agreement)	60 Days
Select subrecipient organizations	120 Days
Reimburse subrecipient organizations	30 Days
Expend all ESG funds	2 Years

In addition, an Emergency Shelter facility must be maintained and used for the homeless based upon minimum time periods (See 24 CFR 576.102(c)(1)) according to the types of activities assisted with ESG funds. Emergency Shelter Facilities (24 CFR 576.2) comprise facilities primarily intended to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which do not require occupants to sign leases or occupancy agreements.

Emergency Shelter Activities	Timeframe
Major Rehabilitation	10 years after the date the building is first occupied by a homeless individual or family after the completed Rehabilitation, if Rehabilitation costs exceed 75 percent (75%) of the value of the building before Rehabilitation. A recorded deed or use restriction is required.
Conversion	10 years after the date the building is first occupied by a homeless individual or family after the completed Conversion, if Conversion costs exceed 75 percent of the value of the building after Conversion. A recorded deed or use restriction is required.
Renovation	3 years after the date the building is first occupied by a homeless individual or family after the completed Renovation.
Shelter Operations or Essential Services	Term of the Standard Agreement, without regard to a particular site or structure, so long as the Applicant serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

GENERAL REQUIREMENTS

Along with monitoring activity eligibility, cost eligibility and proper documentation to support beneficiary eligibility, City staff will also ensure compliance with the following general requirements.

- **Uniform Administrative Requirement.** ESG regulations at 24 CFR 576.407(c) require the governmental agencies apply 24 CFR Part 85, except for 24 CFR 85.24 and 85.42, and program income is to be used as match under 24 CFR 85.25 (g). The requirements of 24 CFR Part 84 apply to Private Nonprofit subrecipients, except for 24 CFR 84.23 and 84.53, and program income is to be used as the non-Federal share under 24 CFR 84.24 (b).
- **Homeless Participation.** Under 24 CFR 576.405 the City is ensure subrecipients provide for the participation of not less than one homeless individual or formerly homeless individual on the Board of Directors or other equivalent policy-making entity, to the extent that the entity considers and makes policies and decisions regarding any facilities, services or other assistance that receives funding under ESG.
- **Program Termination.** The City will review the termination/denial policy in each subrecipient's Written Standards to verify that the following minimal components are included: a progressive discipline warning system, written notices, a formal appeal process, and consideration of the appeal by someone not involved in the original termination. Staff will also monitor each subrecipient's compliance with ESG regulations at 24 CFR 576.402 to ascertain whether persons or families receiving assistance who violate program requirements are terminated only in the most severe cases. The subrecipient is required to terminate assistance in accordance with a formal process that has been established and that recognizes the rights of individuals or families affected.

City staff will monitor compliance with the following area-wide systems coordination requirements pursuant to 24 CFR 576.400.

- **Consultation with CoCs.** Staff will assist subrecipients are to consult with the CoC to (1) determine how ESG funds will be allocated in that region; (2) identify the performance standards for evaluating the outcomes of projects and activities; and (3) identify the funding, policies and procedures for the administration and operation of the HMIS, if appropriate
- **Coordination with Other Targeted Homeless Services.** City staff will monitor subrecipients to verify that other programs are targeted to homeless people in the area covered by the CoC to provide a strategic, community-wide system to prevent and end homelessness for that area.
- **System and Program Coordination with Mainstream Resources.** The subrecipient is to coordinate and integrate ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible.

- **Centralized or Coordinated Assessment.** Each ESG-funded subrecipient is to work with the CoC to ensure the screening, assessment and referral of participants are consistent with the Written Standards. A Victim Service Provider may choose not to use the CoC Centralized or Coordinated Assessment System.
- **Written Standards** .Once the CoC has developed Written Standards in accordance with the requirements outlined in 24 CFR 576.400(e)(2)(3), Each subrecipient is to use the CoC's Written Standards.
- **Participation in HMIS.** The subrecipient is to ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database in accordance with HUD's standards on participation, data collection and reporting under a local HMIS. If the subrecipient is a Victim Service Provider or a Legal Services Provider, it may use a comparable database that collects client level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

City staff will monitor each subrecipient's compliance with other federal and state requirements set forth at 24 CFR 576.406-576.408.

- Per 24 CFR 576.407(a), the subrecipient is to adhere to the requirements in 24 CFR Part 5, Subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 41701u, and implementing regulations at 24 CFR Part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with 24 CFR 576.405(c).
- **Faith-Based Activities.** Religious organizations may receive ESG funds if agreeable to providing all eligible ESG activities in a manner that is in accordance with 24 CFR 576.406. ESG funds may not be used for the rehabilitation of structures if those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the federal cost accounting requirements. Sanctuaries, chapels, or other rooms the religious congregation uses as its principal place of worship are ineligible for ESG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (See 24 CFR Parts 84 and 85).

- Organizations that are religious or faith-based are eligible to receive ESG funds but may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. Refer to 24 CFR 576.406 for additional details.
- **Affirmative Outreach.** As required under 24 CFR 576.407(b), the subrecipient is to establish procedures that ensure the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis.
- **Displacement, Relocation, and Acquisition.** In accordance with 24 CFR 576.408, the displacement of persons as a result of a Components/Activities assisted with ESG funds must be provided Relocation Assistance pursuant to the URA and 49 CFR Part 24. Temporary relocation is not permitted. No tenant occupant of housing (a dwelling unit) that is converted into an Emergency Shelter may be required to relocate temporarily for a Component/Activity assisted with ESG funds or be required to move to another unit in the same building/complex. The acquisition of real property, whether funded privately or publicly, for a Component/Activity assisted with ESG funds is subject to the URA and the federal government-wide regulations at 49 CFR Part 24, Subpart B. Refer to 24 CFR 576.408 for additional details.
- **Match.** City staff will monitor matching contributions from each subrecipient to verify that the amount of match equals the amount of ESG funds received per 24 CFR 576.201, and that the match sources include any federal source other than the ESG Program, as well as State, local, and private sources (see 24 CFR 576.201).
- **Shelter and Housing Standards.** City staff will require per 24 CFR 576.403 that any ESG-assisted shelter to meet minimum Habitability Standards. Shelters renovated with ESG funds, are to meet State or local government Safety and Sanitation Standards, as applicable, include energy-efficient appliances and materials, as well as incorporate lead-based paint remediation and disclosure requirements.
- **Recordkeeping and Reporting Requirements.** City staff will monitor subrecipients have written policies and procedures to ensure that ESG funds are used in accordance with requirements at 24 CFR 576.500. In addition, sufficient records must be established and maintained to enable HCD and HUD to determine whether ESG requirements are being met. Refer to for additional details. (24 CFR 576.500):
 - ✓ **Homeless status.** Follow written intake procedures to ensure compliance with the homeless definition in § 576.2. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status.
 - ✓ **At risk of homelessness status.** For each individual or family who receives ESG homelessness prevention assistance, the records must include the evidence relied upon to establish and verify the individual or family's "at risk of homelessness" status. This evidence must include an intake and certification form that meets HUD specifications.

- ✓ **Determinations of ineligibility.** For each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination.
- ✓ **Annual income.** For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year
 - Income evaluation form completed by the subrecipient; and
 - Source documents for the assets held by the program participant and income received over the most recent period (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);
 - If source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
 - If source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is expected to receive over the 3-month period following the evaluation.
- ✓ **Program participant records.** In addition to evidence of homeless status or "at risk of homelessness" status, as applicable, records must be kept for each program participant that document:
 - The services and assistance provided to program participant, including the security deposit, rental assistance, and utility payments made on behalf of the program participant;
 - Compliance with the applicable requirements for providing services and assistance to t program participant under the program components and eligible activities provisions at § 576.101 through §576.106, the provision on determining eligibility and amount and type of assistance at § 576.401(a) and (b), and the provision on using appropriate assistance and services at § 576.401(d) and (e); and
 - Where applicable, compliance with the termination of assistance requirement in § 576.402.
- ✓ **Centralized or coordinated assessment systems and procedures.** Documentation evidencing written intake procedures for, the centralized or coordinated assessment system(s) developed by the CoC.
- ✓ **Rental assistance agreements and payments.** The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.
- ✓ **Utility allowance.** The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.

- ✓ **Shelter and housing standards.** Documentation of compliance with the shelter and housing standards in § 576.403, including inspection reports.
- ✓ **Emergency shelter facilities.** The amount and type of assistance provided to each emergency shelter.
- ✓ **Services and assistance provided.** Types of essential services, rental assistance, and housing stabilization and relocation services and the amounts spent on these services and assistance. Subrecipients that are units of general-purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general-purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.
- ✓ **Coordination with CoC and other programs.** Document their compliance with the requirements of § 576.400 for consulting with the CoC and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs.
- ✓ **HMIS.** Records of the participation in HMIS or a comparable database by all projects.
- ✓ **Matching.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third party, noncash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.
- ✓ **Conflicts of interest.** Records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.
- ✓ **Homeless participation.** Document compliance with the homeless participation requirements under § 576.405.
- ✓ **Faith-based activities.** Document compliance with the faith-based activities requirements under § 576.406.
- ✓ **Other Federal requirements.** Document compliance with the Federal requirements in § 576.407, as applicable, including:
 - Records demonstrating compliance with the nondiscrimination and equal opportunity requirements under § 576.407(a), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds and the affirmative outreach requirements in § 576.407(b).
 - Records demonstrating compliance with the uniform administrative requirements in 24 CFR part 85 (for governments) and 24 CFR part 84 (for nonprofit organizations).
 - Records demonstrating compliance with the environmental review requirements, including flood insurance requirements.

- Certifications and disclosure forms required under the lobbying and disclosure requirements in 24 CFR part 87.
- ✓ **Relocation.** Document compliance with the displacement, relocation, and acquisition requirements in § 576.408.
- ✓ **Financial records.**
 - Supportive documentation for all costs charged to the ESG grant.
 - Documentation showing that ESG grant funds were spent on allowable costs in accordance with the requirements for eligible activities under § 576.101-§576.109 and the cost principles in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230).
 - Records of the receipt and use of program income.
 - Documentation of compliance with the expenditure limits in § 576.100 and the expenditure deadline in § 576.203.
- ✓ **Subrecipients and contractors.**
 - The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable. If the recipient is a State, the recipient must keep records of each recapture and distribution of recaptured funds under § 576.501.
 - The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFR 85.36 and 24 CFR 84.40-84.48.
 - The recipient must ensure that its subrecipients comply with the recordkeeping requirements specified by the recipient and HUD notice or regulations.
- ✓ **Confidentiality.**
 - Written procedures to ensure:
 - ☐ All records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;
 - ☐ The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
 - ☐ The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
 - ☐ Written confidentiality procedures.
- ✓ **Period of record retention.** All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below.
 - ☐ Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;

- Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and
 - Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.
- ✓ **Access to records.**
- **Federal government rights.** Notwithstanding the confidentiality procedures established under paragraph (w) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records pertinent to the ESG grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.
 - **Public rights.** Provide citizens, public agencies, and other interested parties with reasonable access (consistent with state and local laws regarding privacy and obligations of confidentiality and the confidentiality requirements in this part) to records regarding any uses of ESG funds the recipient received during the preceding 5 years.
 - **Reports.** The recipient must collect and report data on its use of ESG funds in the Integrated Disbursement and Information System (IDIS) and other reporting systems, as specified by HUD. The recipient must also comply with the reporting requirements in 24 CFR parts 85 and 91 and the reporting requirements under the Federal Funding Accountability and Transparency Act of 2006, (31 U.S.C. 6101 note), which are set forth in appendix A to 2 CFR part 170.

THE MONITORING PROCESS

Monitoring of ESG-assisted activities takes place on a quarterly and annual basis.

Quarter Reports

Each quarter, subrecipients submit an ESG Subgrantee Report (**Exhibit 2**), which City staff use to monitor performance measured against the requirements initially outlined in the Eligibility Evaluation (**Exhibit 3**) and Subrecipient Agreement (**Exhibit 4**).

Desk Audit

Desk reviews are done at the City and entail a review of reports and other documentation that are submitted to the City that help the City understand how well a project is managed, and whether it is achieving its goals and compliance obligations.

At the close of each program year, City staff issue a monitoring letter (**Exhibit 5: Monitoring Notification Letter: On-Site Visit** or **Exhibit 6: Annual Monitoring Notification Letter: Desk Audit**) will be sent to the subrecipient transmitting the following documents to be completed and returned to the City prior to the scheduled monitoring visit:

- **Monitoring Notification Letter: Desk Audit**
A Monitoring Notification Letter: Desk Audit will be sent to the owner/property manager detailing the salient terms of the Subrecipient Agreement that will be the source of monitoring.
- **Monitoring Checklist**
This report collects information as a basis for conclusions to be included in the Monitoring Summary letter and follow-up (**Exhibit 7: Monitoring Checklist**).
- **Monitoring Summary**
A Monitoring Summary Letter will be provided to the subrecipient that serves as the formal notification of the results of the monitoring. All negative conclusions will be considered a finding or concern with a specific required corrective action. A copy is retained in the Project monitoring file.
 - ✓ A “finding” is a deficiency in project performance evidencing an unmet statutory or regulatory requirement.
 - ✓ A “concern” relates to project performance-requiring improvement before becoming a finding.

The subrecipient is to provide a written response within 30 days of the date of the Monitoring Summary letter. Upon completion of all corrective actions, a letter is sent to the owner/property manager stating that the monitoring findings and concerns have been closed. A copy is retained in the Project monitoring file.

ON-SITE VISIT

On-site monitoring enables the City to conduct a more in-depth level of review than the desk review and entails a visit to the office of the owner or property manager to review documents and source information, as well as observe operations. On-site monitoring is necessary when the risk analysis or desk review suggests that there may be problems, or if a protracted period of time has elapsed since the last visit.

The following steps are to be taken when monitoring **on-site**:

- **Monitoring Notification Letter: On-Site Visit**

A Monitoring Notification Letter: On-Site Visit will be sent to the owner/property manager at least two weeks in advance of the monitoring visit. The letter will detail the salient terms of the Subrecipient Agreement that will be the source of monitoring. The letter will also notify the owner/property manager of the date and time of an interview that will be conducted to make sure that the owner and/or manager thoroughly understands the purpose, scope, and schedule for the monitoring.

In addition to the aforementioned reports, these items also are to be reviewed:

- **Monitoring Summary**

After the monitoring visit, a Monitoring Summary letter is forwarded to the subrecipient that serves as the formal notification of the results of the monitoring. All negative conclusions are considered a finding or concern with a specific required corrective action. If relevant, the letter may stipulate steps initiated by the owner/property manager to correct areas of noncompliance or nonperformance. A copy is retained in the Project monitoring file.

- ✓ A “finding” is a deficiency in project performance evidencing an unmet statutory or regulatory requirement.
- ✓ A “concern” relates to project performance requiring improvement before becoming a finding.

The owner/property manager is to provide a written response within 30 days of the date of the Monitoring Summary letter. Upon completion of all corrective actions, a letter is sent to the owner/property manager stating that the monitoring findings and concerns have been closed. A copy is retained in the Project monitoring file.

APPENDIX

- Exhibit 1:** Summary of Eligible Components, Activities and Expenses
- Exhibit 2:** ESG Subgrantee Report
- Exhibit 3:** Eligibility Evaluation
- Exhibit 4:** Subrecipient Agreement
- Exhibit 5:** Monitoring Notification Letter: On-Site Visit
- Exhibit 6:** Annual Monitoring Notification Letter: Desk Audit
- Exhibit 7:** Monitoring Checklist

Exhibit 1

Summary of Eligible Components, Activities and Expenses

Emergency Solutions Grants Program (ESG) funds may only reimburse cost directly related to the following ESG eligible expenditure program components:

- **Street Outreach** – Unsheltered individuals and families, meaning those who qualify under 24 CFR § 91.5 paragraph (1)(i) of the definition of “homelessness”. Essential Services to eligible participants provided on the street or in parks, abandoned buildings, bus stations, campgrounds, and in other such settings where unsheltered persons are staying. Staff salaries related to carrying out street outreach activities are eligible.
 - ✓ Essential Services – Services necessary to reach out to unsheltered homeless people; connect them with emergency shelters, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.
 - ✓ Engagement – activities to locate, identify, and build relationships with unsheltered homeless people for providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.
 - Initial assessment of needs and eligibility
 - Providing crisis counseling
 - Addressing urgent physical needs
 - Actively connecting and providing information and referral
 - Cell phone costs of outreach workers
 - ✓ Case Management – assessing housing and service needs and arranging/coordinating/ monitoring the delivery of individualized services.
 - Using the centralized or coordinated assessment system
 - Initial evaluation/verifying and document eligibility
 - Counseling
 - Developing/Securing/Coordinating Services
 - Helping obtain Federal, state, and local benefits
 - Monitoring/evaluating participant progress
 - Providing information and referral to other providers

- Developing an individualized housing/service plan
- ✓ Emergency Health Services – Outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.
 - Assessing participants' health problems and developing treatment plans
 - Assisting participants to understand their health needs
 - Providing or helping participants obtain appropriate emergency medical treatment
 - Providing medication and follow-up services
- ✓ Emergency Mental Health Services – Outpatient treatment of urgent mental health conditions by licensed professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.
 - Crisis Intervention
 - Prescription of psychotropic medications
 - Explain the use and management of medications
 - Combinations of therapeutic approaches to address multiple problems
- ✓ Transportation – Travel by outreach workers, social workers, medical professionals or other service providers during the provision of eligible street outreach services.
 - Transporting unsheltered people to emergency shelters or other service facilities
 - Cost of a participant's travel on public transit
 - Mileage allowance for outreach workers to visit participants
 - Purchasing or leasing a vehicle for use in conducting outreach activities, including the cost of gas, insurance, taxes, and maintenance for the vehicle
 - Costs of staff to accompany or assist participant to use public transportation
- ✓ Services to Special Populations – Otherwise eligible Essential Services that have been tailored to address the special needs of homeless youth, victims of domestic violence, and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless. For all eligible expenses, refer above under Street Outreach.
- **Emergency Shelter** (Includes Emergency Shelters, Transitional Housing & Day Centers) –eligible participants are individuals and families who are homeless. Essential Services to persons in emergency shelters, renovating buildings to be used as emergency shelters, and operating emergency

shelters are eligible costs. Staff costs related to carrying out emergency shelter activities are also eligible.

✓ Essential Services – Services provided to individuals and families who are in an emergency shelter:

□ Case Management – Assessing, arranging, coordinating, and monitoring individualized services.

- Using the centralized or coordinated assessment system
- Initial evaluation including verifying and documenting eligibility
- Counseling
- Developing, securing and coordinating services including Federal, State, and local benefits
- Monitoring and evaluating program participant progress
- Providing information and referrals to other providers
- Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault and stalking
- Developing an Individualized Housing and Service Plan

□ Childcare – “Licensed” childcare for program participants with children under the age of 13 or disabled children under the age of 18.

- Child care costs
- Meals and snacks
- Comprehensive and coordinated sets of appropriate developmental activities

□ Education Services – Instruction or training to enhance participants’ ability to obtain and maintain housing: literacy, English literacy, GED, consumer education, health education, and substance abuse prevention.

- Educational services/skill-building
- Screening, assessment, and testing
- Individual or group instruction
- Tutoring
- Provision of books, supplies and instructional material
- Counseling
- Referral to community resources

□ Employment Assistance and Job Training – Services assisting participants secure employment and job training programs.

- Classroom, online, and/or computer instruction
 - On the-job instruction
 - Job finding, skill-building
 - Reasonable stipends in employment assistance and job training programs
 - Books and instructional material
 - Employment screening, assessment, or testing
 - Structured job-seeking support
 - Special training and tutoring, including literacy training and pre-vocational training
 - Counseling or job coaching
 - Referral to community resources
- Outpatient Health Services – Direct outpatient treatment of medical conditions provided by licensed medical professionals.
- Assessing health problems and developing a treatment plan Emergency Solutions Grants Eligible Expense Guide
 - Assisting program participants to understand their health needs
 - Providing or helping participants obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services
 - Providing medication and follow-up services
 - Providing preventive and non-cosmetic dental care
- Legal Services – Necessary legal services regarding matters that interfere with the program participant's ability to obtain and retain housing.
- Hourly fees for legal advice and representation by licensed attorneys and certain other fees-for-service
 - Client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling
 - Filing fees and other necessary court costs
- Legal Representation – Legal representation and advice to resolve legal problems that prevent participants from obtaining or retaining permanent housing.
- Child support
 - Guardianship
 - Paternity
 - Emancipation
 - Legal separation
 - Resolution of outstanding criminal warrants
 - Appeal of veterans and public benefit claim denials

- Orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking
- Life Skills Training – Critical life management skills necessary to assist the program participant to function independently in the community.
 - Budgeting resources
 - Managing money
 - Managing household
 - Resolving conflict
 - Shopping for food and needed items
 - Improving nutrition
 - Using public transportation
 - Parenting
- Mental Health Services – Direct outpatient treatment of mental health conditions by licensed professionals.
 - Crisis intervention
 - Individual, family, or group therapy sessions
 - Prescription of psychotropic medications or explanations about the use and management of medications
 - Combinations of therapeutic approaches to address multiple problems
- Substance Abuse Treatment Services – Substance abuse treatment provided by licensed or certified professionals, designed to prevent, reduce, eliminate or deter relapse of substance abuse or addictive behaviors.
 - Client intake and assessment
 - Outpatient treatment for up to thirty days
 - Group and individual counseling
 - Drug testing
- Transportation – Costs of travel by program participants to and from medical care, employment, childcare, or other facilities that provide eligible essential services; and cost of staff travel to support provision of essential services.
 - Cost of program participant's travel on public transportation
 - Mileage allowance for service workers to visit participants
 - Purchasing or leasing a vehicle used for transport of participants and/or staff serving participants, including the cost of gas, insurance, taxes, and maintenance for the vehicle

- Travel costs of staff to accompany or assist program participants to use public transportation
- Services for Special Populations – Otherwise eligible essential services tailored to address the special needs of homeless youth, victims of domestic violence, and related crimes/threats and people living with HIV/AIDS in emergency shelters.
 - See all eligible expenses above under Essential Services
- Rehabilitation and Renovation – Renovating buildings used as emergency shelter for homeless families and individuals.
 - Labor
 - Materials
 - Tools
 - Other costs for renovation, including soft costs
 - Major rehabilitation of an emergency shelter
 - Conversion of a building into an emergency shelter
- Shelter Operations – Costs to operate and maintain emergency shelter activities and also provide other emergency lodging when appropriate.
 - Maintenance (including minor or routine repairs)
 - Rent
 - Security
 - Fuel
 - Insurance
 - Utilities
 - Food
 - Furnishings
 - Equipment
 - Supplies necessary for the operation of emergency shelter activities
 - Hotel and motel voucher for family or individuals Note:* Hotel or motel vouchers are only eligible when no appropriate emergency shelter is available.
- Assistance Required under URA – Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as described in subpart E of the interim regulations.
 - Costs of providing URA assistance under 24 CFR § 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds.

(Note: Persons that receive URA assistance are not considered “program participants” for the purposes of this part of ESG and relocation payments and other URA assistance are not considered “rental assistance” or “housing relocation and stabilization services” for the purposes of this part under ESG.

- **Homelessness Prevention** – individuals and families who are at imminent risk or at risk of homelessness, meaning those who qualify under 24 CFR 576.2 paragraph (1) of the homeless definition or those who qualify as at risk of homelessness. Individuals and families must have an income below 30% of AMI. Short and medium-term rental assistance and housing relocation and stabilization services are eligible activities. Staff salaries related to carrying out homelessness prevention activities are also eligible.
- **Housing Relocation and Stabilization Services**
 - **Financial Assistance**
 - Moving Costs – moving costs, such as truck rental or hiring a moving company, including certain temporary storage fees.
 - Rent Application Fees – application fee that is charged by the owner to all applicants.
 - Security Deposit – equal to no more than 2 months’ rent.
 - Last Month’s Rent – paid to the owner of housing at the time security deposit and first month’s rent are paid.
 - Utility Deposit – standard utility deposit required by the utility company for all customers (i.e. gas, electric, water/sewage).
 - Utility Payments – up to 24 months of utility payments per participant per service (i.e. gas, electric, water/sewage), including a 1 time payment up to 6 months of arrearages, per service.
 - **Services**
 - Housing Search and Placement
 - Assessment of housing barriers, needs and preferences
 - Development of an action plan for locating housing
 - Housing search and outreach to and negotiation with owner
 - Assistance with submitting rental applications and understanding leases
 - Assessment of housing for compliance with ESG requirements for habitability, lead based paint and rent reasonableness
 - Assistance with obtaining utilities and making moving arrangements
 - Tenant counseling

- Housing Stability Case Management – Assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability
 - Using the centralized or coordinated assessment system conduct the initial evaluation and reevaluation
 - Counseling
 - Developing, securing, and coordinating services including Federal, state, and local benefits
 - Monitoring and evaluating program participant progress
 - Providing information and referrals to other providers
 - Developing an Individualized Housing and Service Plan

- Mediation – Mediation between the program participant and the owner or person(s) with whom the program participant is living, to prevent the program participant from losing permanent housing in which they currently reside.
 - Time and/or services associated with mediation activities

- Legal Services – legal services that are necessary to resolve a legal problem that prohibits the program participant from obtaining or maintaining permanent housing.
 - Hourly fees for legal advice and representation
 - Fees based on the actual service performed (i.e. fee for service), but only if the cost would be less than the cost of hourly fees
 - Client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling
 - Filing fees and other necessary court costs
 - Subrecipient's employees' salaries and other costs necessary to perform the series, if the subrecipient is a legal services provider and performs the services itself

- Legal Representation may be provided for:
 - Landlord/tenant matters
 - Child support
 - Guardianship
 - Paternity
 - Emancipation
 - Legal Separation
 - Resolution of outstanding criminal warrants
 - Orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking

- Appeal of veterans and public benefit claim denials
 - Credit Repair – services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems (Note: Assistance cannot include the payment or modification of a debt).
 - Credit counseling
 - Other related Services
- Short and Medium-Term Rental Assistance
 - Short-Term Rental Assistance -up to 3 months
 - Medium-Term Rental Assistance – 4 to 24 months
 - Payment of Rental Arrears – Onetime payment up to 6 months, including any late fees on those arrears
 - Any Combination of the Three Types of Rental Assistance Above – Total not to exceed 24 months during any 3-year period, including any payment for last month's rent.
- **Rapid Re-Housing** – individuals and families who are literally homeless, meaning those who qualify under 401(1) McKinney-Vento Act of the definition of homeless. Short and medium-term rental assistance and housing relocation and stabilization services are eligible activities. Staff salaries related to carrying out Rapid Re-Housing activities are also eligible.
 - ✓ Relocation and Stabilization Services above.
 - ✓ Short and Medium-Term Rental Assistance – See Short and Medium-Term Rental Assistance above.
- **HMIS** – the HEARTH Act makes HMIS participation a statutory requirement for ESG subrecipients. Victim service providers cannot and Legal Services Organizations may choose not to, participate in HMIS. Providers that do not participate in HMIS must use a comparable database that produces unduplicated, aggregate reports instead. Activities funded under this component must comply with HUD's standards on participation, data collection and reporting under a local HMIS.
 - ✓ Hardware, Equipment and Software Costs
 - Purchasing or leasing computer software
 - Purchasing software or software licenses
 - Purchasing or leasing equipment, including telephones, faxes, and furniture

✓ Staffing: Paying salaries for operating HMIS, including:

- ☐ Data collection
- ☐ Completing data entry
- ☐ Monitoring and reviewing data quality
- ☐ Completing data analysis
- ☐ Reporting to the HMIS Lead
- ☐ Training staff on using the HMIS or comparable database
- ☐ Implementing and complying with HMIS requirements

✓ Training and Overhead

- ☐ Obtaining technical support
- ☐ Leasing office space
- ☐ Paying charges for electricity, gas, water, phone service and high-speed data transmission necessary to operate or contribute data to HMIS
- ☐ Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act
- ☐ Paying staff travel costs to conduct intake
- ☐ Paying participation fees charged by the HMIS Lead

▪ **Administration**

✓ General Management / Oversight / Coordination – Costs of overall program management, coordination, monitoring, and evaluation

- ☐ Administrative services performed under third party contracts or agreements, including general legal services, accounting services, and audit services
- ☐ Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space
- ☐ Staff salaries, wages, and related costs of staff engaged in eligible program administration activities

✓ Training on ESG Requirements

- ☐ Costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings

✓ Consolidated Plan

- Costs of preparing and amending the ESG and homelessness related sections of the consolidated plan in accordance with ESG requirements and 24 CFR part 91

✓ Environmental Review

- Costs of carrying out the environmental review responsibilities under 24 CFR § 576.407 of the HUD regulations

▪ **Ineligible Costs.**

✓ Emergency Shelter

- Legal Services Ineligible Costs:

- Legal Services for immigration and citizenship matters
- Issues related to mortgages
- Retainer fee arrangements and contingency fee arrangements
- Substance abuse treatment services for inpatient detoxification and other inpatient drug or alcohol treatment are ineligible costs

✓ Homelessness Prevention and Rapid Re-housing

- Housing Relocation and Stabilization Services Ineligible Costs:

- Payment of temporary storage fees in arrears
- No financial assistance to a household for a purpose and time period supported by another public source
- Credit Repair assistance does not include the payment or modification of a debt

- Rental Assistance Ineligible Cost:

- Late payment penalties.

✓ Administration

- General management / Oversight / Coordination Ineligible Cost:

Purchase of office space.

Exhibit 2

ESG Subgrantee Report

(See Attachment)

Exhibit 3

Eligibility Evaluation

<u>PROJECT INFORMATION</u>		
APPLICANT CONTACT INFORMATION	Agency/Program:	
	Contact Person/Title:	
	Street Address:	
	City, State, Zip:	
	Telephone & Email:	
PROJECT DESCRIPTION	This program funds ----	
OUTCOME STATEMENT	During FY 2014-15, the subrecipient will implement the ---- Program to assist ---- persons.	
OBJECTIVE CATEGORY	<input type="checkbox"/> Suitable Living Environment <input checked="" type="checkbox"/> Decent Housing <input type="checkbox"/> Economic Opportunity <input type="checkbox"/> NA	
OUTCOME CATEGORY	<input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability <input type="checkbox"/> NA	
PERFORMANCE INDICATOR	<input checked="" type="checkbox"/> New (continuing) Access <input type="checkbox"/> NA <input type="checkbox"/> Improved Access <input type="checkbox"/> Receiving a service or benefit no longer substandard	
PROJECT LOCATION (See Attached Map):		

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity		Allowable Costs
Street Outreach				
<input type="checkbox"/> Essential Services (24 CFR 576.101). Includes the provision of Essential Services to unsheltered homeless individuals (those who qualify under 24 CFR 91.5 paragraph (1)(i) of the definition of "homelessness"); connect the homeless with emergency shelter, housing, or critical services; and provide urgent non-facility-based care to unsheltered homeless individuals unwilling or unable to access emergency shelter, housing or an appropriate health facility.	<input type="checkbox"/>	Engagement. The cost of activities to locate, identify, and build relationships with unsheltered homeless people for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.		<input type="checkbox"/> Initial assessment of needs and eligibility <input type="checkbox"/> Providing crisis counseling <input type="checkbox"/> Addressing urgent physical needs <input type="checkbox"/> Actively connecting and providing information and referral <input type="checkbox"/> Cell phone costs of outreach workers
	<input type="checkbox"/>	Case Management. Assessing housing and service needs and arranging/coordinating/ monitoring the delivery of individualized services.		<input type="checkbox"/> Initial evaluation/verifying and document eligibility <input type="checkbox"/> Counseling <input type="checkbox"/> Developing/Securing/Coordinating Services <input type="checkbox"/> Helping obtain Federal, state, and local benefits <input type="checkbox"/> Monitoring/evaluating participant progress <input type="checkbox"/> Providing information and referral to other providers <input type="checkbox"/> Developing an individualized housing/service plan
	<input type="checkbox"/>	Emergency Health Services. Outpatient treatment of urgent medical conditions by licensed medical professionals in community based settings (e.g. streets, parks, and campgrounds) to eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.		<input type="checkbox"/> Assessing participants' health problems and developing treatment plans <input type="checkbox"/> Assisting participants to understand their health needs <input type="checkbox"/> Providing or helping participants obtain appropriate emergency medical treatment <input type="checkbox"/> Providing medication and follow-up services
	<input type="checkbox"/>	Emergency Health Services and Emergency Mental Health Services. Outpatient treatment of urgent mental health conditions by licensed professionals in community-based settings (e.g. streets, parks, and campgrounds) to eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility		<input type="checkbox"/> Crisis Intervention <input type="checkbox"/> Prescription of psychotropic medications <input type="checkbox"/> Explain the use and management of medications <input type="checkbox"/> Combinations of therapeutic approaches to address multiple problems

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity		Allowable Costs
Street Outreach (continued)				
<input type="checkbox"/> \		<input type="checkbox"/> Transportation. Travel by outreach workers, social workers, medical professionals or other service providers while providing eligible street outreach services		<input type="checkbox"/> LMA Transporting unsheltered people to emergency shelters or other service facilities <input type="checkbox"/> Cost of a participant's travel on public transit <input type="checkbox"/> Mileage allowance for outreach workers to visit participants Purchasing or leasing a vehicle for use in conducting outreach activities, including the cost of gas, insurance, taxes, and maintenance for the vehicle <input type="checkbox"/> Costs of staff to accompany or assist participant to use public transportation
		<input type="checkbox"/> Services to Special Populations. Otherwise eligible Essential Services that have been tailored to address the special needs of homeless youth, victims of domestic violence, and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless.		<input type="checkbox"/> Identify specific costs; all eligible expenses above under Street Outreach

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity		Allowable Costs
Emergency Shelter (Includes Emergency Shelters, Transitional Housing & Day Centers)				
<input type="checkbox"/> Essential Services. Provided to persons in emergency shelters, renovating buildings to be used as emergency shelters, and operating emergency shelters	<input type="checkbox"/>	Case Management. Assessing, arranging, coordinating, and monitoring individualized services.	<input type="checkbox"/>	Using the centralized or coordinated assessment system <input type="checkbox"/> Initial evaluation including verifying and documenting eligibility <input type="checkbox"/> Counseling <input type="checkbox"/> Developing, securing and coordinating services including Federal, State, and local benefits <input type="checkbox"/> Monitoring and evaluating program participant progress <input type="checkbox"/> Providing information and referrals to other providers <input type="checkbox"/> Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault and stalking <input type="checkbox"/> Developing an Individualized Housing and Service Plan
	<input type="checkbox"/>	Child Care. "Licensed" child care for program participants with children under the age of 13 or disabled children under the age of 18.	<input type="checkbox"/>	<input type="checkbox"/> Child care costs <input type="checkbox"/> Meals and Snacks <input type="checkbox"/> Comprehensive coordinated sets of appropriate developmental activities
	<input type="checkbox"/>	Education Services. Instruction or training to enhance participants' ability to obtain and maintain housing: literacy, English literacy, GED, consumer education, health education and substance abuse prevention.	<input type="checkbox"/>	<input type="checkbox"/> Educational services/skill-building <input type="checkbox"/> Screening, assessment, and testing <input type="checkbox"/> Individual or group instruction <input type="checkbox"/> Tutoring <input type="checkbox"/> Provision of books, supplies and instructional material <input type="checkbox"/> Counseling <input type="checkbox"/> Referral to community resources
	<input type="checkbox"/>	Employment Assistance and Job Training. Services assisting participants secure employment and job training programs.	<input type="checkbox"/>	<input type="checkbox"/> Classroom, online, and/or computer instruction <input type="checkbox"/> On the-job instruction <input type="checkbox"/> Job finding, skill-building <input type="checkbox"/> Reasonable stipends in employment assistance job training programs <input type="checkbox"/> Books and instructional material <input type="checkbox"/> Employment screening, assessment, or testing <input type="checkbox"/> Structured job-seeking support <input type="checkbox"/> Special training, tutoring including literacy training, re-vocational training <input type="checkbox"/> Counseling or job coaching <input type="checkbox"/> Referral to community resources

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity		Allowable Costs
Emergency Shelter (Includes Emergency Shelters, Transitional Housing & Day Centers) (continued)				
		<input type="checkbox"/> Outpatient Health Services. Direct outpatient treatment of medical conditions provided by licensed medical professionals.		<input type="checkbox"/> Assessing health problems and developing a treatment plan <input type="checkbox"/> Providing or helping participants obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services <input type="checkbox"/> Providing medication and follow-up services <input type="checkbox"/> Providing preventive and non-cosmetic dental care
		<input type="checkbox"/> Legal Services. Necessary legal services regarding matters that interfere with the program participant's ability to obtain and retain housing		<input type="checkbox"/> Hourly fees for legal advice and representation by licensed attorneys and certain other fees-for-service <input type="checkbox"/> Client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling <input type="checkbox"/> Filing fees and other necessary court costs
		<input type="checkbox"/> Legal Representation. Legal representation and advice to resolve legal problems that prevent participants from obtaining or retaining permanent housing.		<input type="checkbox"/> Child support <input type="checkbox"/> Guardianship <input type="checkbox"/> Paternity <input type="checkbox"/> Emancipation <input type="checkbox"/> Legal separation <input type="checkbox"/> Resolution of outstanding criminal warrants <input type="checkbox"/> Appeal of veterans and public benefit claim denials <input type="checkbox"/> Orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking
		<input type="checkbox"/> Life Skills Training. Critical life management skills necessary to assist the program participant to function independently in the community.		<input type="checkbox"/> Budgeting resources <input type="checkbox"/> Managing money <input type="checkbox"/> Managing household <input type="checkbox"/> Resolving conflict <input type="checkbox"/> Shopping for food and needed items <input type="checkbox"/> Improving nutrition <input type="checkbox"/> Using public transportation <input type="checkbox"/> Parenting

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity		Allowable Costs
Emergency Shelter (Includes Emergency Shelters, Transitional Housing & Day Centers) (continued)				
..	<input type="checkbox"/>	Mental Health Services. Direct outpatient treatment of mental health conditions by licensed professionals		<input type="checkbox"/> Crisis intervention <input type="checkbox"/> Individual, family, or group therapy sessions <input type="checkbox"/> Prescription of psychotropic medications or explanations about the use and management of medications <input type="checkbox"/> Combinations of therapeutic approaches to address multiple problems
	<input type="checkbox"/>	Substance Abuse Treatment Services. Substance abuse treatment provided by licensed or certified professionals, designed to prevent, reduce, eliminate or deter relapse of substance abuse or addictive behaviors		<input type="checkbox"/> Client intake and assessment <input type="checkbox"/> Outpatient treatment for up to thirty days Group and individual counseling <input type="checkbox"/> Drug testing
	<input type="checkbox"/>	Transportation. Costs of travel by program participants to and from medical care, employment, child care, or other facilities that provide eligible essential services; and cost of staff travel to support provision of essential services.		<input type="checkbox"/> Cost of program participant's travel on public transportation <input type="checkbox"/> Mileage allowance for service workers to visit participants <input type="checkbox"/> Purchasing or leasing a vehicle used for transport of participants and/or staff serving participants, including the cost of gas, insurance, taxes, and maintenance for the vehicle <input type="checkbox"/> Travel costs of staff to accompany or assist program participants to use public transportation
	<input type="checkbox"/>	Services for Special Populations. Otherwise eligible essential services tailored to address the special needs of homeless youth, victims of domestic violence, and related crimes/threats and people living with HIV/AIDS in emergency shelters.		<input type="checkbox"/> See all eligible expenses above under Essential Services
	<input type="checkbox"/>	Rehabilitation and Renovation. Renovating buildings to be used as emergency shelter for homeless families and individuals.		<input type="checkbox"/> Labor <input type="checkbox"/> Materials <input type="checkbox"/> Tools <input type="checkbox"/> Other costs for renovation, including soft costs <input type="checkbox"/> Major rehabilitation of an emergency shelter <input type="checkbox"/> Conversion of a building into an emergency shelter

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity		Allowable Costs
Emergency Shelter (Includes Emergency Shelters, Transitional Housing & Day Centers) (continued)				
<input type="checkbox"/> Shelter Operations	<input type="checkbox"/>	Shelter Operations. Costs to operate and maintain emergency shelter activities and also provide other emergency lodging when appropriate. * <i>*Hotel or motel vouchers are only eligible when no appropriate emergency shelter is available</i>	<input type="checkbox"/>	Maintenance (including minor or routine repairs) <input type="checkbox"/> Rent <input type="checkbox"/> Security <input type="checkbox"/> Fuel <input type="checkbox"/> Insurance <input type="checkbox"/> Utilities <input type="checkbox"/> Food <input type="checkbox"/> Furnishings <input type="checkbox"/> Equipment <input type="checkbox"/> Supplies necessary for the operation of emergency shelter activities
<input type="checkbox"/> Assistance Required under URA.	<input type="checkbox"/>	Assistance Required under URA. Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as described in subpart E of the interim regulations	<input type="checkbox"/>	Costs of providing URA assistance under 24 CFR § 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. * <i>*Persons that receive URA assistance are not considered "program participants" for the purposes of this part of ESG and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part under ESG.</i>

ACTIVITY ELIGIBILITY (check at least one)		Allowable		Allowable
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applicable category)		Activity	Costs
Homelessness Prevention (24 CFR 576.103) and Rapid Re-Housing (24 CFR 576.104)			
<input type="checkbox"/>	Housing Relocation and Stabilization Services	<input type="checkbox"/> Financial Assistance	<input type="checkbox"/> Moving Costs. Moving costs, such as truck rental or hiring a moving company, including certain temporary storage fees. <input type="checkbox"/> Rent Application Fees. Application fee that is charged by the owner to all applicants. <input type="checkbox"/> Security Deposit. Equal to no more than 2 months' rent. <input type="checkbox"/> Last Month's Rent. Paid to the owner of housing at the time security deposit and first month's rent are paid. <input type="checkbox"/> Utility Deposit. Standard utility deposit required by the utility company for all customers (i.e. gas, electric, water/sewage). <input type="checkbox"/> Utility Payments. Up to 24 months of utility payments per participant per service (i.e. gas, electric, water/sewage), including a 1 time payment up to 6 months of arrearages, per service.
		<input type="checkbox"/> Services: Housing Search and Placement:	<input type="checkbox"/> Assessment of housing barriers, needs and preferences <input type="checkbox"/> Development of an action plan for locating housing <input type="checkbox"/> Housing search and outreach to and negotiation with owner <input type="checkbox"/> Assistance with submitting rental applications and understanding leases <input type="checkbox"/> Assessment of housing for compliance with ESG requirements for habitability, lead based paint, and rent reasonableness <input type="checkbox"/> Assistance with obtaining utilities and making moving arrangements <input type="checkbox"/> Tenant counseling <input type="checkbox"/> Assessment of housing barriers, needs and preferences
		<input type="checkbox"/> Housing Stability Case Management. Assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability	<input type="checkbox"/> Using the centralized or coordinated assessment system conduct the initial evaluation and reevaluation

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity	Allowable Costs
Homelessness Prevention (24 CFR 576.103) and Rapid Re-Housing (24 CFR 576.104) (continued)			
			<input type="checkbox"/> Counseling <input type="checkbox"/> Developing, securing, and coordinating services including Federal, state, and local benefits <input type="checkbox"/> Monitoring and evaluating program participant progress <input type="checkbox"/> Providing information and referrals to other providers <input type="checkbox"/> Developing an Individualized Housing and Service Plan
		Services: Mediation.	<input type="checkbox"/> Time and/or services associated with mediation activities between the program participant and the owner or person(s) with whom the program participant is living, to prevent the program participant from losing permanent housing in which they currently reside.
		<input type="checkbox"/> Legal Services. Legal services that are necessary to resolve a legal problem that prohibits the program participant from obtaining or maintaining permanent housing	<input type="checkbox"/> Hourly fees for legal advice and representation <input type="checkbox"/> Fees based on the actual service performed (i.e. fee for service), but only if the cost would be less than the cost of hourly fees <input type="checkbox"/> Client intake, preparation of cases for trial, provision of legal advice, representation at hearings and counseling
		<input type="checkbox"/> Services: Legal Representation	<input type="checkbox"/> Landlord/tenant matters <input type="checkbox"/> Child support <input type="checkbox"/> Guardianship <input type="checkbox"/> Paternity <input type="checkbox"/> Emancipation <input type="checkbox"/> Legal Separation <input type="checkbox"/> Resolution of outstanding criminal warrants <input type="checkbox"/> Orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault and stalking

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity	Allowable Costs
Homelessness Prevention (24 CFR 576.103) and Rapid Re-Housing (24 CFR 576.104) (continued)			
<input type="checkbox"/>		<input type="checkbox"/> Services: Credit Repair. Services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems* <i>* Assistance cannot include the payment or modification of a debt.</i>	<input type="checkbox"/> Credit counseling <input type="checkbox"/> Other related Services
<input type="checkbox"/>	Short and Medium-Term Rental Assistance	<input type="checkbox"/> Short-Term Rental Assistance. Extended up to 3 months	<input type="checkbox"/> Rental Assistance: rental assistance and rental arrears <input type="checkbox"/> rental application fees, security and utility deposits, utility payments, last month's rent, moving costs
		<input type="checkbox"/> Medium-Term Rental Assistance. Extended 4 to 24 months	
		<input type="checkbox"/> Payment of Rental Arrears. Onetime payment up to 6 months, including any late fees on those arrears	
		<input type="checkbox"/> Any Combination of the Three Types of Rental Assistance Above. Total not to exceed 24 months during any 3 year period, including any payment for last month's rent.	
HMIS (24 CFR 576.107)			
<input type="checkbox"/>	HMIS. The HEARTH Act makes HMIS participation a statutory requirement for ESG subrecipients. Activities funded under this component must comply with HUD's standards on participation, data collection and reporting under a local HMIS.	<input type="checkbox"/> Hardware, Equipment and Software Costs	<input type="checkbox"/> Purchasing or leasing computer software <input type="checkbox"/> Purchasing software or software licenses <input type="checkbox"/> Purchasing or leasing equipment, including telephones, faxes, and furniture
		<input type="checkbox"/> Staffing: Paying salaries for operating HMIS	<input type="checkbox"/> Data collection <input type="checkbox"/> Completing data entry <input type="checkbox"/> Monitoring and reviewing data quality <input type="checkbox"/> Completing data analysis <input type="checkbox"/> Reporting to the HMIS <input type="checkbox"/> Training staff on using the HMIS or comparable database <input type="checkbox"/> Implementing and complying with HIMIS requirements

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity	Allowable Costs
HMIS (24 CFR 576.107) (continued)			
	<input type="checkbox"/>	Training and Overhead	<input type="checkbox"/> Obtaining technical support <input type="checkbox"/> Leasing office space <input type="checkbox"/> Paying charges for electricity, gas, water, phone service and high speed data transmission necessary to operate or contribute data to HMIS <input type="checkbox"/> Paying costs of staff to travel to and attend HUD-sponsored and HUD approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act <input type="checkbox"/> Paying staff travel costs to conduct intake <input type="checkbox"/> Paying participation fees charged by the HMIS

Is the project an ineligible activity? (Double-check that it is none of the following.) (570.207)	
<input type="checkbox"/>	Emergency Shelter Legal Services:
<input type="checkbox"/>	Legal Services for immigration and citizenship matters
<input type="checkbox"/>	Issues related to mortgages
<input type="checkbox"/>	Retainer fee arrangements and contingency fee arrangements
<input type="checkbox"/>	Substance abuse treatment services for inpatient detoxification and other inpatient drug or alcohol treatment are ineligible costs
<input type="checkbox"/>	Homelessness Prevention and Rapid Re-housing/ Housing Relocation and Stabilization Services:
<input type="checkbox"/>	Payment of temporary storage fees in arrears
<input type="checkbox"/>	No financial assistance to a household for a purpose and time period supported by another public source
<input type="checkbox"/>	Credit Repair assistance does not include the payment or modification of a debt
<input type="checkbox"/>	Rental Assistance
<input type="checkbox"/>	Late payment penalties.
<input type="checkbox"/>	Administration
<input type="checkbox"/>	General management / Oversight / Coordination
<input type="checkbox"/>	Purchase of office space.
<input type="checkbox"/>	Bad debts (e.g., late fees shown on invoices), , grant writing, public relations events, staff training, attending conferences, advertising, and entertainment

PROJECT FUNDING/ MATCHING REQUIREMENT (24 CFR 576.201)		
Subrecipient's estimated cost:		
Recommended ESG funding:		
Match sources (amount & source):*		
*Matching contributions in an amount that equals the amount of ESG funds applied for, and awarded. Matching		

contributions may be obtained from any source, including any federal source other than the ESG Program, as well as State, local, and private sources.		
ESG share of City's estimated total cost		
CONSOLIDATED OR ACTION PLAN		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the project consistent with a priority need or objective identified in the Consolidated Plan? If not, a Plan amendment will be needed, following the Citizen Participation Plan. Identify the priority:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the project identified in the current Action Plan or as a previous Action Plan activity for which there are still sufficient funds? If not, if this is a "substantial amendment" per the Citizen Participation Plan, a Plan amendment will be needed to implement the project.	
CONTINUUM OF CARE CONSULTATION (24 CFR 576.400(a))		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Project is consistent with local CoC: (1) determine how ESG funds will be allocated in that region; (2) identify the performance standards for evaluating the outcomes of projects and activities; and (3) identify the funding, policies and procedures for the administration and operation of the HMIS, if appropriate (24 CFR 576.400(a)).	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Subrecipient has coordinated and integrated, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the CoC to provide a strategic, community-wide system to prevent and end homelessness for the area (24 CFR 576.400(c)).	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Subrecipient has coordinated and integrated, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible (24 CFR 576.400(d)).	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	If the CoC has developed Written Standards in accordance with the requirements outlined in 24 CFR 576.400(e)(2)(3), is the subrecipient using those written standards.	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	If the CoC has not yet established its Written Standards, has subrecipient established and applied written standards for providing ESG Assistance per 24 CFR 576.400 (e)(2)(3).	
Participation in HMIS		
<input type="checkbox"/> Yes <input type="checkbox"/> No	The subrecipient has ensured that data on all persons served and all activities assisted under ESG are entered into the HMIS. If subrecipient is a Victim Service Provider or a Legal Services Provider, it may use a comparable database that collects client level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS (24 CFR 576.400(f)).	

RECOMMENDATION AND COMMENTS			
<u>Comments:</u>			

PREPARER'S SIGNATURE			
Signature:		Date:	
Name:		Title:	

CITY REVIEWER SIGNATURE			
Signature:		Date:	
Name:		Title:	

CITY REVIEWER SIGNATURE			
Signature:		Date:	
Name:		Title:	

ATTACHMENTS			
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Exhibit 4

Subrecipient Agreement

**EMERGENCY SOLUTIONS GRANT PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF GARDEN GROVE
AND (Insert Organization)
FOR (Insert activities that are being funded)**

This agreement is made and entered into this (Insert date), by and between the CITY OF GARDEN GROVE, a municipal corporation of the State of California, hereinafter referred to as "CITY," and (Insert name of Subrecipient), a nonprofit corporation under the laws of the State of California, hereinafter referred to as "SUBRECIPIENT."

RECITALS

The following recitals are a substantive part of this agreement:

1. The CITY has applied for and received funds, Community Development Block Grant (CDBG), CFDA No. 14.218, and Emergency Solution Grant (ESG), CFDA No. 14.231, from the U.S. Department of Housing and Urban Development (HUD) under subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act of 1974, (42 U.S.C. 11371-11378); and
2. The CITY's Annual Action Plan submitted to HUD includes the PROJECT described herein and indicates that a portion of the funds, received from HUD shall be allocated to SUBRECIPIENT; and
3. HUD has accepted and certified the aforementioned Annual Action Plan; and
4. The CITY wishes to engage the SUBRECIPIENT to provide (Insert activities that are being funded) , as set forth in CITY's Annual Action Plan, in accordance with the Scope of Services (Attachment A) of this agreement (the "PROJECT"); and
5. The provision of this service is an eligible expenditure of available Emergency Solutions Grant (ESG) Program funds, Catalogue of Federal Domestic Assistance (CFDA) 14.231, of the CITY, required to carry out the purpose of the ESG Program under 24 CFR 576.1.

AGREEMENT

The parties mutually agree as follows:

1. **Term of Agreement.** This agreement shall cover services rendered from (Insert start date of agreement) until (Insert date that the contract will expire). The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of ESG funds or other assets, including program income. Subrecipient shall remain obligated to perform such duties as would normally extend beyond the end date of reimbursable activities, including, but not limited to, indemnification, audits, reporting, and accounting.
2. **Services to be Provided.** As a condition of receiving ESG funding pursuant to this agreement, the SUBRECIPIENT shall perform all the services necessary to administer the PROJECT as described in the CITY's Annual Action Plan and as set forth in the Scope of Services described in Attachment A to this agreement, a copy of which is attached hereto

and incorporated herein by this reference. The Scope of Services includes the following components:

- 2.1 Activities. The SUBRECIPIENT will be responsible for administering the services with Fiscal (Insert year) ESG Program funds to qualified Garden Grove residents in a manner satisfactory to the CITY and consistent with any and all standards required as a condition of providing these funds, the terms of this agreement, and all applicable Federal, State and local laws, guidelines, policies and regulations.
 - a. Program Delivery. The Scope of Services includes a description of each activity eligible under the ESG Program, the products or services to be performed, where they are to be provided, for whom they are to be provided, and how many they are to be provided.
 - b. General Administration. A description of the SUBRECIPIENT's general administrative services to be performed in support of the activities is noted in the Scope of Services. A schedule for the completion of these services and goals is included in the Scope of Services. The services will include activities eligible under the ESG Program.
- 2.2 The Eligible Expense Guide The Eligible Expense Guide, attached hereto as Attachment B and incorporated herein by reference, details what activities are eligible for reimbursement with ESG funds, and includes the following components:
 - a. Eligible Activities. A complete description of each activity eligible under the ESG Program, the products or services to be performed, where the services are to be provided and for how long services are to be provided.
 - b. Participant Qualifications. A description of client qualification to receive ESG services, including the definitions of "at risk" and "homeless", and maximum gross household income.
- 2.3 Emergency Solutions Program Objectives. All activities funded with ESG funds are limited to ones that increase the number and quality of emergency shelters and transitional housing facilities for homeless individuals and families and to operate these facilities, and provide essential social services, homelessness prevention and rapid rehousing services.
- 2.4 Level of Accomplishment-Goals and Performance Measures. The Scope of Services includes measurements for each activity per quarter and year-to-date.
- 2.5 Performance Monitoring. The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the CITY will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

3. Disbursement of Funds. SUBRECIPIENT shall receive ESG Funds as follows:

- 3.1 Amount. It is expressly agreed and understood that the total amount to be paid by the CITY under this agreement shall not exceed (Insert amount funded to

Subrecipient). Payment may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standard specified in 2 CFR Part 200.

3.2 **Not to Exceed.** ESG Funds under this agreement shall not exceed **(Insert amount funded)**. If the costs of services provided exceed **(Insert amount funded)**, the SUBRECIPIENT shall pay all additional costs. If the cost of services provided is less than **(Insert amount funded)**, the CITY shall retain all unused funds.

3.3 **Budget.** Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in the Project Budget set forth in Attachment A hereto, and in accordance with the payment procedures set forth in Section 5.10 of this agreement.

3.4 **Prohibition of Subrecipient Income from ESG Funds.** Subrecipient agrees that it shall not use ESG Funds in any manner which shall provide income to Subrecipient, other than Program Income. Any earned interest income on funds generated through the use of investment of funds received from ESG shall be cause, at the discretion of the City, for recapture of such income and/or the full amount of funds originally granted to Subrecipient.

4. General Conditions. During the performance of this agreement, the SUBRECIPIENT agrees as follows:

4.1 **General Compliance.** The SUBRECIPIENT agrees to comply with applicable Uniform Administrative Requirements of Title 2 of the Code of Federal Regulations as well as the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning the Emergency Solutions Grant Program (ESG) including 24 CFR 576.407 of these regulations, except that (1) the SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 576.407 (d) and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the environmental review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

Subrecipient shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Agreement or the ESG Program, including all Cal/OSHA requirements, and shall give all notices required by law. Subrecipient shall be liable for all violations of such laws and regulations in connection with performing work related to the Agreement or ESG Program. If Subrecipient performs any work or services in violation of such laws, rules, and regulations, Subrecipient shall be solely responsible for all penalties and costs arising therefrom. Subrecipient shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

4.2. **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or mailed to the below listed addresses,

or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

Address of CITY is as follows:

With One (1) Copy to:

City of Garden Grove
Attn: Neighborhood Improvement
Division, 3rd Floor
Community and Economic
Development Department
11222 Acacia Parkway
Garden Grove, CA 92840-5208

City of Garden Grove
Attn: City Attorney
City Attorney's Office
11222 Acacia Parkway
Garden Grove, CA 92840-5208

Address of SUBRECIPIENT:

(Name of Subrecipient)
Attn: (Contact name)
(Contact title)
(Address)

- 4.3. Independent Contractor. Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this agreement. All persons employed for the performance of services and functions hereunder shall be officers, agents, or employees (including volunteers) of SUBRECIPIENT and shall not be deemed to be those of CITY; no CITY officer, agent, or employee shall be under control or supervision of SUBRECIPIENT, and no SUBRECIPIENT officers, agents or employees (including volunteers), shall have any entitlement to wages, pension, civil service, or any status or rights with CITY. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.
- 4.4. Licensing. Prior to performing any services or work hereunder Subrecipient shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work and services required by this Agreement and ESG Funds. Subrecipient represents and warrants to City that Subrecipient shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Subrecipient to perform the work and services required or authorized by this Agreement or ESG Funds. Subrecipient shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Subrecipient's performance of the work and services required or authorized by this Agreement or ESG Funds, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the work or services set forth in the ESG Program.
- 4.5. Ineligibility of Subrecipient or Contractors. Subrecipient shall not use ESG Funds directly or indirectly in its operations or to employ, award contracts to, or

otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status of the Subrecipient or such contractor under the provisions of the applicable federal regulations governing ESG funds, projects, or programs.

- 4.6 Prohibition of Expending ESG Funds to Obtain Other Funding. Subrecipient shall in no event expend ESG Funds granted hereunder to fund another service provider, to pay a contractor for services outside the scope of this Agreement, to apply for other public agencies' program funds, or to supplant another funding source, unless expressly approved by the City.
- 4.7 Unauthorized Aliens. Subrecipient represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Subrecipient so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Subrecipient hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.
- 4.8 Hold Harmless. SUBRECIPIENT agrees to protect, 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 damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by SUBRECIPIENT, SUBRECIPIENT's agents, officers, employees, subcontractors, or independent contractors hired by SUBRECIPIENT. The only exception to SUBRECIPIENT's responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence 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 SUBRECIPIENT.
- 4.9 Commencement of Work: SUBRECIPIENT 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. All subcontractors, consultants, and agents shall be required to provide the same insurance as that required of the SUBRECIPIENT. SUBRECIPIENT shall be responsible to collect and maintain all insurance required of all subcontractors, consultants, and agents.
- 4.10 Insurance: For the ~~the~~ duration of this agreement SUBRECIPIENT shall maintain the following insurance.
- a. Workers Compensation Insurance. SUBRECIPIENT shall maintain workers compensation insurance in the amount and type required by California law, if

applicable.

- b. Commercial General Liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an A.M. Best's Guide Rating of A-, Class VII or better, as approved by CITY.
- c. Automobile Liability in an amount not less than \$1,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an A.M. Best's Guide Rating of A-, Class VII or better, as approved by CITY.
- d. Sexual Misconduct in an amount not less than \$1,000,000 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 CITY (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an A.M. Best's Guide Rating of A-, Class VII or better, as approved by CITY. (IF APPLICABLE)
- e. Professional Liability in an amount not less than \$1,000,000 per occurrence/per claim; 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.
- f. Directors & Officers Liability in an amount not less than \$1,000,000 per occurrence/per claim; Insurance companies must be acceptable to CITY and have an A.M. Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

Additional Insured Endorsements and Loss Payee Endorsement:

An additional insured Endorsement for on-going and products-completed operations under the commercial general liability policy (Subsection "b" above) shall designate the City of Garden Grove and its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of SUBRECIPIENT. SUBRECIPIENT 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 automobile liability policies (Subsection "c" above) shall designate the City of Garden Grove and its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by SUBRECIPIENT. SUBRECIPIENT shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by CITY.

SUBRECIPIENT shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advanced written notice of any material change, cancellation, or termination of coverage.

For any claims related to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance as respects the City of Garden Grove, and its

officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the SUBRECIPIENT'S insurance and shall not contribute with it. Claims made and modified occurrence policies are not acceptable.

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

- 4.11 City Recognition. The SUBRECIPIENT shall insure recognition of the role of the CITY in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.
- 4.12 Amendments. The CITY or SUBRECIPIENT may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this agreement.

The CITY may, in its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

- 4.13 Suspension or Termination. In accordance with 2 CFR 200.338, the CITY may suspend or terminate this agreement if the SUBRECIPIENT materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:
- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this agreement;
 - c. Ineffective or improper use of funds provided under this agreement; or
 - d. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this agreement may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of

the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

5. Administrative Requirements

Financial Management

- 5.1. Accounting Standards. The SUBRECIPIENT agrees to comply with 2 CFR 200.302 and all other applicable provisions of 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 5.2. Cost Principles. The SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 200 as it pertains to all costs incurred whether charged on a direct or indirect basis.

Documentation and Record Keeping

- 5.3. Records to be Maintained. The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets the Purpose of the ESG Program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
 - e. For homeless prevention activities, records documenting evidence of an eviction, foreclosure, or utility termination notice(s) and evidence that the inability to pay was sudden, necessary to prevent homelessness, and resumption of payment is reasonably expected within the near future;
 - f. Financial records as required by and 2 CFR Part 200;
 - g. Records to document homelessness status to determine the eligibility of persons served by the ESG Program; and
 - h. Other records necessary to document compliance with 24 CFR Part 576.57.
- 5.4. Retention. The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until

completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

- 5.5. Client Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall be inputted into the Homeless Management Information System (HMIS) within 48 hours of service by SUBRECIPIENT and include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request. (If applicable)
- 5.6. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this agreement, is prohibited by the all applicable state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 5.7. Closeouts. The SUBRECIPIENT's obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: Making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the SUBRECIPIENT has control over ESG funds.
- 5.8. Audits and Inspections. All SUBRECIPIENT records with respect to any matters covered by this agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and 2 CFR Part 200 subparts A-F.

Reporting and Payment Procedures

- 5.9 Quarterly Reports. The Subrecipient shall submit "Quarterly Reports" during the program year beginning (Insert date), and ending (Insert date), within fifteen (15) calendar days of the end of each quarter. The final quarterly report is due no later than July 15, (Insert year). The report must include sufficient information to assist the City in monitoring the Subrecipient's performance. The Subrecipient must demonstrate satisfactory performance prior to reimbursement for expenditures. The Quarterly Reports shall indicate the number of persons assisted, income and ethnicity of persons assisted, how/what assistance was provided, and a description of how and when determination of eligibility status was made for persons assisted.

- 5.10 Reimbursement Schedule. Subrecipient may request to draw down on these ESG Funds in the manner delineated in Scope of Services, unless receipts and appropriate documentation can be provided to, and approved by, the City indicating the need to draw down on funds earlier. The City shall not provide any payments/reimbursements in advance of actual expenditures by the Subrecipient.
- 5.11 Reimbursement Requests. Concurrently with the submittal of each Quarterly Report, as described in subsection 5.9, Subrecipient shall submit a "Reimbursement Request" to the City to request payment for eligible ESG Program costs. Each Reimbursement Request shall include documentation to verify that the expenditure of funds is consistent with the ESG Program description/definition as approved by the City Council. Documentation shall include, but not be limited to, both (i) an original invoice and (ii) true copies of other receipts, agreements, payroll records or other documentation supporting and evidencing how the ESG Funds have been or will be expended during the applicable quarter. Prior to reimbursing Subrecipient, the City will verify that Subrecipient has met all applicable regulations for the ESG Program.
- 5.12 Remaining Balance. The ESG Program shall be completed and all funds provided through this Agreement shall be expended on eligible ESG Program activities from (Insert date) through (Insert date). Invoices for approved ESG Program costs funded under this Agreement shall be submitted within 30 days after the Agreement expiration date. After the 30 day period for submitting invoices has expired, any remaining balance on this Agreement may be allocated by City to other eligible ESG projects within the City's approved ESG Program.
- 5.13 Separation of Accounts. All ESG Funds received by Subrecipient from City pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of such accounts maintained pursuant to Title 2 of the Code of Federal Regulations ("2 CFR") Part 200. The Subrecipient is not required to maintain separate depository accounts for ESG Funds; provided however, the Subrecipient must be able to account for receipt, obligation and expenditure of ESG Funds pursuant to applicable 2 CFR 200.302 et seq., requirements and any other applicable law.
- 5.14 Repayment of Funds by Subrecipient. In the event this Agreement is terminated, as provided in section 4.9, Subrecipient agrees to and shall immediately return to City any and all unexpended and unencumbered ESG Funds. Further, Subrecipient shall comply with the provisions of the section of this Agreement relating to Reversion of Assets.
- 5.15 Additional Payment after Notice of Termination at Discretion of City. In the event of early termination of the Agreement by either party without cause, at the sole discretion and election of the City, the Subrecipient will be compensated for all services rendered and necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously eligible for reimbursement and paid, to the date of the notice of termination to the extent that ESG Funds are available from HUD.

In the event of early termination of the Agreement by the City for cause (but not due to the non-performance or breach by Subrecipient), at the sole discretion and election of the City, the Subrecipient will be compensated for all services rendered

and necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously eligible for reimbursement and paid, to the date of the notice of termination to the extent that ESG Funds are available from HUD.

- 5.16 Indirect Costs. If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY.
- 5.17 Payment Procedures. The CITY will pay to the SUBRECIPIENT funds available under this agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT, and not to exceed actual cash requirements. Payments are to be adjusted by the CITY in accordance with advanced fund and program income balances available in SUBRECIPIENT accounts. In addition, the CITY reserves the right to liquidate funds available under this agreement for costs incurred by the CITY on behalf of the SUBRECIPIENT.
- 5.18 Progress Reports. The SUBRECIPIENT shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.
- 5.19 Procurement
- a. Compliance
The SUBRECIPIENT shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement.
 - b. OMB Standards
Unless specified otherwise within this agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.
 - c. Travel
The SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

Use and Reversion of Assets

- 5.20 Compliance. The SUBRECIPIENT shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets shall revert to the CITY upon termination of this agreement as provided for in Use and Reversion of Assets.
- 5.21 OMB Standards. Unless specified otherwise within this agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

5.22 Travel. The SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this agreement.

5.23 Use as an Emergency Shelter. The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 2 CFR Part 200, which include but are not limited to the following:

- a. The SUBRECIPIENT shall transfer to the CITY any ESG funds on hand and any accounts receivable attributable to the use of funds under this agreement at the time of expiration, cancellation, or termination.
- b. Real property under the SUBRECIPIENT's control that was improved, in whole or in part, with funds under this agreement shall comply with ESG assistance involving major rehabilitation or conversion, requires any building for which ESG assistance is used to continue in use as a shelter for homeless individuals and families for not less than a ten-year period. ESG assistance involving rehabilitation (other than major rehabilitation or conversion) requires any building for which ESG assistance is used to continue in use as a shelter for homeless individuals and families for not less than a three-year period. Thus, for either the 3- or 10-year period of use, the use requirement starts on the date of initial occupancy for a building that had not previously been operated as a shelter. The date the ESG funds are obligated to a shelter starts the applicable use requirement where the building was previously operated as a shelter.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this agreement were used to acquire the equipment). When equipment is no longer needed in the same project, it cannot be used to assist homeless or low-income persons, and the value of the property in question is \$5,000 or more, disposition instructions should be requested from HUD. If HUD has neither use for the equipment nor provides instruction within 120 days, the recipient may dispose of the equipment provided the ESG account is reimbursed by applying to the sales price or fair market value of the equipment an amount equal to the percentage of HUD's participation in the original acquisition price of the equipment.

6. Relocation, Real Property Acquisition. The SUBRECIPIENT agrees to comply with the following:

- a. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24; and,
- b. The SUBRECIPIENT also agrees to comply with all applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.
- c. The requirements in 24 CFR 570.606(d) governing optional relocation policies.

The CITY hereby reserves the right to preempt the optional policies.

The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an ESG-assisted project. The SUBRECIPIENT also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

7. Personnel & Participant Conditions.

7.1. Civil Rights

a. Compliance

The SUBRECIPIENT agrees to comply with all local and State civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

b. Nondiscrimination

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders, as revised by Executive Order 13279 and all local ordinances. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

c. Land Covenants

This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

7.2. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the

principles as provided in President's Executive Order 11246 of September 24, 1966. The CITY shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

b. Women- and Minority-Owned Business Enterprise (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENT's or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Confidentiality of Records

The SUBRECIPIENT is to ensure the safety and security of ESG project participants fleeing domestic violence situations by developing and implementing procedures to guarantee the confidentiality of records concerning project participants as required under 24 CFR 576.500. In addition, the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation. To comply with this requirement, recipient organizations should, for example, keep written records or files pertaining to families under lock and key with only particular personnel granted access to those files.

e. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

f. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

7.3 Subcontract Provisions

The SUBRECIPIENT will require and include compliance with any and all provisions of Civil Rights, Affirmative Action, and other applicable requirements applicable to SUBRECIPIENT in every subcontract or purchase order as applicable, specifically or by attached reference, so that such provisions will be binding upon each of its own subcontractors.

7.4 Other Employment Restrictions

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: Political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

7.5 OSHA

Where employees are engaged in activities not covered under the Occupational Safety Act of 1970 (OSHA), they shall not be required or permitted to work, be trained, or receive services in buildings that are unsanitary, hazardous, or dangerous to the participants' health or safety.

7.6 Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

7.7 Section 3 Clause

a. Compliance

Compliance with the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these

requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with rehabilitation (including reduction and abatement of lead-based paint hazards) are given to low and very low-income persons residing within the metropolitan area in which the ESG-funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the ESG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual and/or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontract

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the

subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Conduct

i. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

ii. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

7.8

Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

7.9 Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 CFR Part 200, which include (but are not limited to) the following:

- a. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- b. No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, subcontractor, consultant, officer, or elected or appointed official of the CITY, the SUBRECIPIENT, or any designated public agency.

7.10 Lobbying The SUBRECIPIENT hereby certifies that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with 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; and,
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and,
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly; and,
- d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. 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.

7.11. Copyright

If this agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7.12. Religious Activities

The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406 such as worship, religious instruction, or proselytization. An organization that is awarded direct HUD funds may still engage in inherently religious activities provided they are voluntary for participants in HUD-funded activities and occur separately in time or location from the HUD-funded activities. An organization receiving HUD funds may not restrict HUD-funded services or housing to people of a particular religion or religious denomination.

8. Environmental Conditions.

8.1 Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this agreement:

- a. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

8.2 Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

8.3 Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all ESG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level

screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

8.4 Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, and any and all local ordinances insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

8.5 Building Standards

The SUBRECIPIENT agrees that any assistance to a building for which ESG amounts are used for conversion, major rehabilitation, rehabilitation, or renovation must meet local government safety and sanitation standards in accordance with 24 CFR 576.55.

9. Severability.

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

10. Section Headings and Subheadings.

The section headings and subheadings contained in this agreement are included for convenience only and shall not limit or otherwise affect the terms of this agreement.

11. Waiver.

The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12. Entire Agreement.

This agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this agreement.

IN WITNESS WHEREOF, the City Manager of the City of Garden Grove has caused this agreement to be subscribed and attested by the City Clerk hereof, and the SUBRECIPIENT has subscribed the same through its authorized officer, the day, month and year first above written.

"SUBRECIPIENT"
(Name of Subrecipient)

CITY OF GARDEN GROVE ("CITY")
A Municipal Corporation

By: _____
(Name of Director),
Executive Director

By: _____
Scott Stiles,
City Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Omar Sandoval,
City Attorney

By: _____
Teresa Pomeroy,
City Clerk

Dated: _____

Dated: _____

Attachment A

SCOPE OF SERVICES AND BUDGET FY (Year)

ATTACHMENT A
SCOPE OF SERVICES AND BUDGET
CITY OF GARDEN GROVE & [SUBRECIPEINT NAME]

A. SCOPE OF SERVICES

This project is designed to provide availability and accessibility to a suitable living environment by providing [DESCRIBE PROJECT]. [SUBRECIPEINT NAME] shall provide essential services [DESCRIBE CLIENTEL BEING SERVED]. Furthermore this project furthers Priority #7 in the City of Garden Grove's adopted Housing and Community Development Consolidated Plan (HUD 5-year plan), which is to address the needs of homeless individuals and those at risk of homelessness.

Between July 1, [20xx] and June 30, [20xx], [SUBRECIPEINT NAME] will provide the following eligible activities:

1. [DESCRIBE SERVICE/ACTIVITY AND THE NUMBER OF INDIVIDUALS SERVED IN PROGRAM YEAR].

B. PERFORMANCE MEASURES

[SUBRECIPEINT NAME] will submit to the City of Garden Grove Community Development Department quarterly reports on the form attached hereto by October 15, January 15, April 15, and July 15 over the duration of this agreement.

C. PROJECT BUDGET

Essential Services	\$ XX,XXX
Street Outreach	\$ XX,XXX
Emergency Shelter	\$ XX,XXX
Homeless Prevention	\$ XX,XXX
Rapid Rehousing	\$ XX,XXX
HMIS/CMIS	\$ XX,XXX

Total [SUBRECIPEINT NAME] budget \$ XX,XXX

Attachment B

ELIGIBLE EXPENSE GUIDE

EMERGENCY SOLUTIONS GRANTS PROGRAM

(ESG)

ELIGIBLE EXPENSE GUIDE



GARDEN GROVE

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Emergency Solutions Grants Program (ESG) funds may only reimburse cost directly related to the following ESG eligible expenditure program components:

- 1. Street Outreach**
- 2. Emergency Shelter**
- 3. Homelessness Prevention**
- 4. Rapid Re-housing**
- 5. Homelessness Management Information System (HMIS)**
- 6. Administration**

Subrecipients may consult the Federal and State ESG regulations at the HCD website:

<http://www.hcd.ca.gov/fa/esg/>

Indirect costs and any activities determined by the Department of Housing and Community Development to be ineligible, inefficient, or ineffective use of Grant funds as stated in the applicable NOFA will be disallowed.

- 1. Street Outreach** – Unsheltered individuals and families, meaning those who qualify under 24 CFR § 91.5 paragraph (1)(i) of the definition of “homelessness”. Essential Services to eligible participants provided on the street or in parks, abandoned buildings, bus stations, campgrounds, and in other such settings where unsheltered persons are staying. Staff salaries related to carrying out street outreach activities are eligible.

- 1.1 Engagement**
- 1.2 Case Management**
- 1.3 Emergency Health Services**
- 1.4 Emergency Mental Health Services**
- 1.5 Transportation**
- 1.6 Services to Special Populations**

1.1 Engagement – Activities to locate, identify, and build relationships with unsheltered homeless people for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.

- **Initial assessment of needs and eligibility**
- **Providing crisis counseling**
- **Addressing urgent physical needs**
- **Actively connecting and providing information and referral**
- **Cell phone costs of outreach workers**

1.2 Case Management – Assessing housing and service needs, and arranging/coordinating/monitoring the delivery of individualized services.

- **Using the centralized or coordinated assessment system**
- **Initial evaluation/verifying and document eligibility**
- **Counseling**
- **Developing/Securing/Coordinating Services**
- **Helping obtain Federal, State, and local benefits**
- **Monitoring/evaluating participant progress**
- **Providing information and referral to other providers**
- **Developing an individualized housing/service plan**

1.3 Emergency Health Services – Outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g., streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.

- **Assessing participant's health problems and developing treatment plans**
- **Assisting participants to understand their health needs**
- **Providing or helping participants obtain appropriate emergency medical treatment**
- **Providing medication and follow-up services**

1.4 Emergency Mental Health Services – Outpatient treatment of urgent mental health conditions by licensed professionals in community-based settings (e.g., streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.

- **Crisis Intervention**
- **Prescription of psychotropic medications**
- **Explain the use and management of medications**
- **Combinations of therapeutic approaches to address multiple problems**

1.5 Transportation – Travel by outreach workers, social workers, medical professionals or other service providers during the provision of eligible street outreach services.

- **Transporting unsheltered people to emergency shelters or other service facilities**
- **Cost of a participant's travel on public transit**
- **Mileage allowance for outreach workers to visit participants**

- **Purchasing or leasing a vehicle for use in conducting outreach activities, including cost of gas, insurance, taxes, and maintenance for the vehicle**
- **Costs of staff to accompany or assist participant to use public transportation**

1.6 Services to Special Populations – Otherwise eligible Essential Services that have been tailored to address the special needs of homeless youth, victims of domestic violence, and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless.

- **See all eligible expenses above under Street Outreach (1)**

2. Emergency Shelter (Includes Transitional Housing & Day Centers) – Eligible participants are individuals and families who are homeless. Essential Services to persons in emergency shelters, renovating buildings to be used as emergency shelters, and operating emergency shelters are eligible costs. Staff costs related to carrying out emergency shelter activities are also eligible.

2.1 Essential Services

2.2 Rehabilitation and Renovation

2.3 Shelter Operations

2.4 Assistance Required under Uniform Relocation Assistance (URA)

2.1 Essential Services – Services provided to individuals and families who are in an emergency shelter:

- **Case Management** – Assessing, arranging, coordinating, and monitoring individualized services.
 - Using the centralized or coordinated assessment system
 - Initial evaluation including verifying and documenting eligibility
 - Counseling
 - Developing, securing, and coordinating services including Federal, State, and local benefits
 - Monitoring and evaluating program participant progress
 - Providing information and referrals to other providers
 - Providing on-going risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking
 - Developing an Individualized Housing and Service Plan
- **Child Care** – Licensed child care for program participants with children under the age of 13 or disabled children under the age of

18.

- Child care costs
- Meals and snacks
- Comprehensive and coordinated sets of appropriate developmental activities

▪ **Education Services** – Instruction or training to enhance participant's ability to obtain and maintain housing: literacy, English literacy, GED, consumer education, health education, and substance abuse prevention.

- Educational services/skill-building
- Screening, assessment, and testing
- Individual or group instruction
- Tutoring
- Provision of books, supplies, and instructional material
- Counseling
- Referral to community resources

▪ **Employment Assistance and Job Training** – Services assisting participants secure employment and job training programs.

- Classroom, online, and/or computer instruction
- On-the-job instruction
- Job finding, skill-building
- Reasonable stipends in employment assistance and job training programs
- Books and instructional material
- Employment screening, assessment, or testing
- Structured job-seeking support
- Special training and tutoring, including literacy training and pre-vocational training
- Counseling or job coaching
- Referral to community resources

▪ **Outpatient Health Services** – Direct outpatient treatment of medical conditions provided by licensed medical professionals.

- Assessing health problems and developing a treatment plan
- Assisting program participants to understand their health

needs

- Providing or helping participants obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services
- Providing medication and follow-up services
- Providing preventive and non-cosmetic dental care

▪ **Legal Services** – Necessary legal services regarding matters that interfere with the program participant's ability to obtain and retain housing.

- Hourly fees for legal advice and representation by licensed attorneys and certain other fees-for-service
- Client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling
- Filing fees and other necessary court costs

▪ **Legal Representation** – Legal representation and advice to resolve legal problems that prevent participants from obtaining or retaining permanent housing.

- Child support
- Guardianship
- Paternity
- Emancipation
- Legal separation
- Resolution of outstanding criminal warrants
- Appeal of veterans and public benefit claim denials
- Orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking

▪ **Life Skills Training** – Critical life management skills necessary to assist the program participant to function independently in the community.

- Budgeting resources
- Managing money
- Managing household
- Resolving conflict
- Shopping for food and needed items
- Improving nutrition

- Using public transportation

- Parenting

▪ **Mental Health Services** – Direct outpatient treatment of mental health conditions by licensed professionals.

- Crisis intervention
- Individual, family, or group therapy sessions
- Prescription of psychotropic medications or explanations about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems

▪ **Substance Abuse Treatment Services** – Substance abuse treatment provided by licensed or certified professionals, designed to prevent, reduce, eliminate or deter relapse of substance abuse or addictive behaviors.

- Client intake and assessment
- Outpatient treatment for up to thirty days
- Group and individual counseling
- Drug testing

▪ **Transportation** – Costs of travel by program participants to and from medical care, employment, child care, or other facilities that provide eligible essential services; and cost of staff travel to support provision of essential services.

- Cost of program participant's travel on public transportation
- Mileage allowance for service workers to visit participants
- Purchasing or leasing a vehicle used for transport of participants and/or staff serving participants, including the cost of gas, insurance, taxes, and maintenance for the vehicle
- Travel costs of staff to accompany or assist program participants to use public transportation

▪ **Services for Special Populations** – Otherwise eligible essential services tailored to address the special needs of homeless youth, victims of domestic violence, and related crimes/threats, and people living with HIV/AIDS in emergency shelters.

- See all eligible expenses above under Essential Services (2.1)

2.2 Rehabilitation and Renovation* - Renovating buildings to be used as emergency shelter for homeless families and individuals.

- Labor
- Materials
- Tools
- Other costs for renovation, including soft costs
- Major rehabilitation of an emergency shelter
- Conversion of a building into an emergency shelter

** HCD encourages the use of other funding sources for renovation and limits renovation to an amount not to exceed \$10,000.*

2.3 Shelter Operations – Costs to operate and maintain emergency shelters and also provide other emergency lodging when appropriate.*

- Maintenance (including minor or routine repairs)
- Rent
- Security
- Fuel
- Insurance
- Utilities
- Food
- Furnishing
- Equipment
- Supplies necessary for the operation of the emergency shelter
- Hotel and motel voucher for family or individuals*

**Hotel and motel vouchers are only eligible when no appropriate emergency shelter is available.*

2.4 Assistance Required under URA – Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as described in subpart E of the interim regulations.

- Costs of providing URA assistance under 24 CFR § 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds.*

** Persons that receive URA assistance are not considered "program participants" for the purposes of this part of ESG and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part under ESG.*

- 3. Homelessness Prevention** – Individuals and families who are at imminent risk or at risk of homelessness, meaning those who qualify under 24 CFR § 576.2 paragraph (1) of the homeless definition or those who qualify as at risk of homelessness. Individuals and families must have an income below 30% of AMI. Short and medium-term rental assistance and housing relocation and stabilization services are eligible activities. Staff salaries related to carrying out homelessness prevention activities are also eligible.

3.1 Housing Relocation and Stabilization Services

3.2 Short and Medium-Term Rental Assistance

3.1 Housing Relocation and Stabilization Services

❖ Requirements and Restrictions:

1. Participants must meet with a case manager at least once a month for the duration of assistance, except where funding under Violence Against Women Act (VAWA) or Family Violence Prevention and Services Act (FVPS) prohibits the subrecipient from making shelter or housing conditional upon the receipt of services.
2. Participants must be assisted, as needed, in obtaining:
 - ❑ Appropriate supportive services, like mediation or mental health treatment or services essential for independent living
 - ❑ Mainstream benefits like Medicaid, SSI, or TANF

▪ **Financial Assistance**

- **Moving Costs** – Moving costs, such as a truck rental or hiring a moving company, including certain temporary storage fees.
- **Rent Application Fees** – Application fee that is charged by the owner to all applicants.
- **Security Deposit** – Equal to no more than 2 month's rent
- **Last Month's Rent** – Paid to the owner of housing at the time security deposit and first month's rent are paid.
- **Utility Deposit** – Standard utility deposit required by the utility company for all customers (i.e., gas, electric, water/sewage).
- **Utility Payments** – Up to 24 months of utility payments per participant per service (i.e., gas, electric, water/sewage), including a 1 time payment up to 6 month of arrearages, per service.

▪ **Services**

○ **Housing Search and Placement**

- Assessment of housing barriers, needs and preferences
- Development of an action plan for locating housing
- Housing search and outreach to and negotiation with owner
- Assistance with submitting rental applications and understanding leases
- Assessment of housing for compliance with ESG requirements for habitability, lead based paint, and rent reasonableness
- Assistance with obtaining utilities and making moving arrangements
- Tenant counseling

○ **Housing Stability Case Management** – Assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability

- Using the centralized or coordinated assessment system, conduct the initial evaluation and re-evaluation
- Counseling
- Developing, securing, and coordinating services including Federal, State, and local benefits
- Monitoring and evaluating program participant progress
- Providing information and referrals to other providers
- Developing an Individualized Housing and Service Plan

○ **Mediation** – Mediation between the program participant and the owner or person(s) with whom the program participant is living, to prevent the program participant from losing permanent housing in which they currently reside.

- Time and/or services associated with mediation activities

○ **Legal Services** – Legal services that are necessary to resolve a legal problem that prohibits the program participant from obtaining or maintaining permanent housing.

- Hourly fees for legal advice and representation
- Fees based on the actual service performed (i.e., fee for service), but only if the cost would be less than the

cost of hourly fees

- Client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling
- Filing fees and other necessary court costs
- Subrecipient's employee's salaries and other costs necessary to perform the series, if the subrecipient is a legal services provider and performs the services itself

○ **Legal Representation may be provided for:**

- Landlord/tenant matters
- Child support
- Guardianship
- Paternity
- Emancipation
- Legal Separation
- Resolution of outstanding criminal warrants
- Order of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking
- Appeal of veterans and public benefit claim denials

○ **Credit Repair** – Services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems*

- Credit counseling
- Other related services

** Assistance cannot include the payment or mediation of a debt.*

3.2 Short and Medium-Term Rental Assistance

❖ Requirements and Restrictions:

1. Compliance with Fair Market Rent (FMR) limits and Rent Reasonableness.
2. Compliance with Minimum Habitability Standards.
3. Rental Assistance Agreement and Lease Standards:
 - ❑ The rental assistance agreement must set forth the terms under which rental assistance will be provided.
 - ❑ Each participant receiving rental assistance must have a legally binding, written lease (between the owner and participant) for the rental unit, unless the assistance is solely for the rental arrears
 - ❑ Project-based rental assistance leases must have an initial term of one year.
4. Cannot use with other subsidies
 - ❑ No rental assistance can be provided to a household receiving rental assistance from another public source for same time period (except 6 months of arrears).
 - ❑ Rental assistance may not be provided to participants who are currently receiving replacement housing payments under the URA.
5. Late Payments
 - ❑ The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease.
 - ❑ The subrecipient must make timely payments to the owners in accordance with the rental assistance agreement.
 - ❑ The subrecipient is solely responsible for paying (with non-ESG funds) late payment penalties that it incurs.
 - **Short-Term Rental Assistance** – Up to 3 months
 - **Medium-Term Rental Assistance** – 4 to 24 months
 - **Payment of Rental Arrears** – One time payment up to 6 months, including any late fees on those arrears.
 - **Any Combination of the Three Types of Rental Assistance Above** – Total not to exceed 24 months during any 3 year period, including any payment for last month's rent.

- 4. Rapid Re-Housing** – Individuals and families who are literally homeless, meaning those who qualify under 401 (1) McKinney-Vento Act of the definition of homeless. Short and medium-term rental assistance and housing relocation and stabilization services are eligible activities. Staff salaries related to carrying out homelessness prevention activities are also eligible.

4.1 Housing Relocation and Stabilization Services – See 3.1 Housing Relocation and Stabilization Services above.

4.2 Short and Medium-Term Rental Assistance – See 3.2 Short and Medium-Term Rental Assistance above.

- 5. HMIS** – The HEARTH Act makes HMIS participation a statutory requirement for ESG subrecipients. Victim service providers cannot, and Legal Services Organizations may choose not to, participate in HMIS. Providers that do not participate in HMIS must use a comparable database that produces unduplicated, aggregate reports instead. Activities funded under this component must comply with HUD’s standards on a participation, data collection and reporting under a local HMIS.

5.1 Hardware, Equipment, and Software Costs

5.2 Staffing: Paying salaries for operating HMIS

5.3 Training and Overhead

5.1 Hardware, Equipment, and Software Costs

- Purchasing or leasing computer software
- Purchasing software or software licenses
- Purchasing or leasing equipment, including telephones, faxes, and furniture

5.2 Staffing: Paying salaries for operating HMIS, including:

- Data collection
- Completing data entry
- Monitoring and reviewing data quality
- Completing data analysis
- Reporting to the HMIS Lead
- Training staff on using the HMIS or comparable database
- Implementing and complying with HMIS requirements

5.3 Training and Overhead

- Obtaining technical support
- Leasing office space

- Paying charges for electricity, gas, water, phone service and high-speed data transmission necessary to operate or contribute data to HMIS
- Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act
- Paying staff travel costs to conduct intake
- Paying participation fees charged by the HMIS Lead

6. Administration

6.1 General Management / Oversight / Coordination

6.2 Training on ESG Requirements

6.3 Consolidated Plan

6.4 Environmental Review

6.1 General Management / Oversight / Coordination – Costs of overall program management, coordination, monitoring, and evaluation

- Administrative services performed under third party contracts or agreements, including general legal services, accounting services, and audit services
- Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space
- Staff salaries, wages, and related costs of staff engaged in eligible program administration activities

6.2 Training on ESG Requirements

- Costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings

6.3 Consolidated Plan

- Costs of preparing and amending the ESG and homelessness related sections of the consolidated plan in accordance with ESG requirements and 24 CFR part 91

6.4 Environmental Review

- Costs of carrying out the environmental review responsibilities under 24 CFR § 576.407 of the HUD regulation

Exhibit 5
Monitoring Notification Letter: On-Site Visit

Date XX

Entity

Subject: Guidance to ESG Subrecipients

Dear Subrecipient:

This letter serves to notify you that the City of Garden Grove will be monitoring your agency's use of Emergency Shelter Grant Program (ESG) funds under the terms and conditions set forth in the Subrecipient Agreement implemented during Fiscal 20XX-XX. This letter further serves to memorialize reporting procedures for Fiscal 20XX-XX for ESG funds awarded to your agency.

Monitoring

City representatives will hold an entrance interview on ----- at your agency with you and staff you wish to designate. The purpose of the interview is to review your agency's administrative and financial procedures pertinent to the management of your Fiscal 20XX-XX ESG-funded program, and to ascertain whether it comports with ESG requirements described in the Subrecipient Agreement. In anticipation of the forthcoming visit, we will request access to records that include the following:

- A full description of the program;
- Evidence that the program meets the ESG permitted activities;
- Characteristics and numbers of beneficiaries;
- Documentation of participant eligibility;
- Review of the program's financial records, e.g., chart of accounts, any recent audit report, documentation of expenses.
- Record retention and file management practices; and
- Procurement procedures.

Following this meeting, the City will then transmit the preliminary results of the monitoring visit, which provides you with an opportunity to correct any misunderstandings, provide additional information that may be needed, and set forth the actions being undertaken to correct areas of noncompliance. Within 30 days of the monitoring visit, the City will notify you in writing of the results of the monitoring and set forth any findings or concerns and the timeframe for a written response and corrective action.

Fiscal 20XX-XX Procedures

- **Submittal of Payment Requests** (Payment of Invoices)

Remember that payment requests should be submitted on a quarterly basis (a copy of the City's payment request form, previously transmitted electronically to your agency, is attached) and accompanied by support documentation. Support documentation may include copies of time sheets, invoices, purchase orders, receipts, or other relevant records showing how you expended the City-awarded ESG funds.

- **Quarterly Subgrantee Performance Reports**

Quarterly Grantee Performance Reports, or GPR's, are to be submitted electronically and concurrently with your agency's request for reimbursement for the ending quarter. Quarterly GPR's for the reporting periods listed below will be due as follows:

Reporting Period		Report Due Date
July 1, 20XX – September 30, 20XX		October 15, 20XX
October 1, 20XX – December 31, 20XX		January 15, 20XX
January 1, 20XX – March 31, 20XX		April 15, 20XX
April 1, 20XX – June 30, 20XX		July 15, 20XX

- **Obtaining, Documenting, and Reporting Program Beneficiary Data**

Under the current ESG Subrecipient Agreement, your agency must certify that the activities being carried out will comply with requirements under the ESG Program. Your agency is also to report on the beneficiaries of your program and on the accomplishments in accordance with the outcomes set forth in the Subrecipient Agreement. This data is to be documented in the GPR each quarter and should be accompanied by copies of intake forms, income self-certification forms, or any form used to determine beneficiary eligibility for those persons assisted during the relevant quarter.

Please direct your questions or comments to Jimmy Nguyen at (714) 741-5144 or by e-mail at jimmyn@ci.garden-grove.ca.us.

Sincerely,

City of Garden Grove

Jimmy Nguyen

Neighborhood Improvement Program Specialist

Exhibit 6
Annual Monitoring Notification Letter: Desk Audit

[Date]

Subrecipient
ATTN: XXXXX

**SUBJECT: ESG MONITORING – DESK AUDIT
FY (Year)**

Dear Subrecipient:

The City of Garden Grove will be monitoring records pertaining to your agency's use of Emergency Solutions Grant (ESG) funds under the terms and conditions set forth in the Subrecipient Agreement implemented during Fiscal (Year). Specifically, the City will be monitoring records for the periods of ---April 1, 20xx through June 30, 20xx (Quarter 4 of FY 20xx-xx) and April 1, 20xx through June 30, 20xx (Quarter 4 of FY 20xx-xx) via a desk audit based upon the following support documentation to be submitted **no later than Monday, October 31, 20xx**:

- For Quarter 4 of FY 20xx-xx and Quarter 4 of FY 20xx-xx, please submit an intake application for each beneficiary served during these periods.
- Support documentation such as receipts, invoices, purchase orders, time sheets, for all expenditures requested to be reimbursed by the City in Quarter 4 of FY 20xx-xx and Quarter 4 of FY 20xx-xx.
- Record retention and file destruction policy
- Copy of your homeless termination procedures.

If you have already submitted part, or all, of this information to the City along with your quarterly Grantee Performance Report (GPR), then no action is necessary on your part.

Within 30 days of the desk audit, you will be notified in writing of the results of the monitoring and set forth any findings or concerns and the timeframe for a written response and corrective action. At this time you will have the opportunity to correct any misunderstandings, provide additional information that may be needed, and/or describe any actions you will undertake to correct areas of noncompliance, if applicable.

Thank you for your time and attention to this matter. Please direct your questions to Jimmy Nguyen, Program Specialist, at (714) 741-5144 or via email at jimmyn@ci.garden-grove.ca.us

Sincerely,

Jimmy Nguyen
Neighborhood Improvement Program Specialist

Exhibit 7

Monitoring Checklist

Monitoring Emergency Solutions Grant (ESG) Subrecipients	
Subrecipient	
Project Name	
Subrecipient Representative(s)	
Community Development Representative(s)	
Date monitoring conducted	<input type="checkbox"/> Desk Audit <input type="checkbox"/> On-site visit(s)
Monitoring letter sent on	
Date follow-up monitoring visit conducted/letter sent	

A. Eligible Program Components/Activities							
Secondary Activity Category (ESG eligible activities)							
ESG Activity Categories (Components)		Renovation/ Rehab	Essential Services	Operations	Housing Relocation & Stabilization/ Financial Assistance	Housing Relocation & Stabilization/ Financial Services	Rental Assistance
<input type="checkbox"/>	Street Outreach		<input type="checkbox"/>				
<input type="checkbox"/>	Shelter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	Homeless Prevention				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Rapid Re-Housing				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	HMIS						
Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG)							
Yes	No	NA	Comments				

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have safeguards to meet the safety and shelter needs of special populations, e.g. victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelters?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers activities must be coordinated and integrated to the maximum extent practicable?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have standards for targeting and providing essential services related to street outreach?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	If the subrecipient uses ESG funds to operate an emergency shelter, are there policies and procedures for admission, diversion, referral, and discharge, including standards regarding length of stay?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time?	

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient standards have for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance; or the maximum number of times the program participant may receive assistance?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	For ESG service activities, are the services new, or quantifiable increases in the service levels, provided by the local government with local funds within the last year before the initial ESG grant? [24 CFR 576.21(b)(1)]	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Do the projects reviewed with both completed and underway activities demonstrate that beneficiaries receive, or were referred to, appropriate supportive services, access to mainstream resources, and other services needed to achieve independent living? [24 CFR 576.56(a)(1)]	
Yes No NA	Type of Participants Assisted	Required Documentation
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons living on the street	For projects providing services (e.g., outreach, food, health care, clothing to persons who reside on the streets (but not in shelters or other places meant for human habitation), are there certifications signed and dated by staff that: <ul style="list-style-type: none"> verifies that the services are going to homeless persons, and indicates where the persons served reside
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons coming from living on the street and into a place meant for human habitation	Was a statement signed and dated verifying provided that person is coming from the street through: <ul style="list-style-type: none"> organizations or outreach workers who have assisted him/her in the past; determining where the resident receives assistance checks, if applicable; and/or other information regarding the participant's recent past activities? <p>If staff is unable to verify in this manner that the person is coming from living on the street, were written, signed and dated statement prepared about the participant's previous living place?</p>
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons coming from an emergency shelter	Did subrecipient obtain from the referring agency a written, signed, and dated verification that the individual has been a resident of the emergency shelter?

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons coming from a transitional housing	<p>Did subrecipient obtain from the referring agency two written, signed, and dated verifications:</p> <ol style="list-style-type: none"> 1) a signed statement from the transitional housing staff indicating that the individual had been a resident there; and 2) the referring agency's written, signed, and dated verification as to the individual's homeless status when he/she entered their program? <p>If the referring agency did not verify the individual's homeless status upon entry into their program, did subrecipient verify that status? That is, in addition to the written, signed, and dated verification from the referring agency that the individual has been residing in the transitional housing, did subrecipient verify their status upon entry into transitional housing and document that status?.</p>
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons being evicted from a private dwelling	<p>Did the subrecipient:</p> <ul style="list-style-type: none"> ▪ Document: the income of the participant; what efforts were made to obtain housing; and why, without the homeless assistance, the participant would be living on the street or in an emergency shelter. ▪ Documentation of one of the following: <ul style="list-style-type: none"> ✓ For formal eviction proceedings, evidence that the participant was being evicted within the week before receiving homeless assistance; ✓ Where a participant's family is evicting, a signed and dated statement from a family member describing the reason for the eviction; ▪ Where there is no formal eviction process (in these cases, persons are considered evicted when they are forced out of the dwelling unit by circumstances beyond their control), he subrecipient secure: <ul style="list-style-type: none"> ✓ a signed and dated statement from the participant describing the situation; and ✓ documentation and verification (through written, signed, and dated statements) of efforts to confirm that these circumstances are true.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons from a short term stay (up to 30 consecutive days) in an institution who previously resided on the street or in an emergency shelter	<p>Did the subrecipient obtain:</p> <ul style="list-style-type: none"> ▪ written verification from the situation's staff that the participant has been residing in the institution for less that 31 days; and ▪ information on the previous living situation. Preferably, this will be the institution's written, signed, and dated verification on the individual's homeless status when he/she entered the institution. If the institution's staff did not verify the individual's homeless status upon entry into the institution, did subrecipient verify that status (i.e., if the person was living on the streets before moving into the institution, subrecipient is to obtain the documentation required under "Persons coming from living on the street").
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons being discharged from a longer stay in an institution	<p>Did subrecipient obtain signed and dated:</p> <ul style="list-style-type: none"> ▪ evidence from the institution's staff that the participant was being discharged within the week before receiving homeless assistance; and ▪ documentation of the following: <ul style="list-style-type: none"> ✓ the income of the participant; ✓ what efforts were made to obtain housing; and ✓ why, without the homeless assistance, the participant would be living on the street or in an

		emergency shelter.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons fleeing domestic violence	Did subrecipient obtain written, signed, and dated verification from the participant that he/she is fleeing a domestic violence situation? If the participant is unable to prepare the verification, did subrecipient prepare a written statement about the participant's previous living situation and have the participant sign and date it?
ESG Beneficiaries		
Yes NO NA	Did the subrecipient meet the following minimum eligibility criteria for ESG beneficiaries	Comments
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the "homeless" definition under § 576.2: "An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground".	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	For emergency shelter, beneficiaries must meet the "homeless" definition in 24 CFR 576.2	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	For essential services related to emergency shelter, beneficiaries must be "homeless" and staying in an emergency shelter, which could include a day shelter.	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103 provided to individuals and families who meet the criteria under "At Risk of Homelessness", and who have an annual income below 30% of the median family income for the area.	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	For rapid re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104; that is, meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR 576.2: "An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;" or who meet the criteria under paragraph (4) of the "homeless" definition and live in an	

	emergency shelter or other place – “Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, e.g., family, friends, faith based or other social networks, to obtain other permanent housing described in paragraph (1) of the “homeless” definition”	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Did the subrecipient re-evaluate program participants’ eligibility and the types and amounts of assistance once every 3 months for homelessness prevention and not less than once annually for rapid re-housing assistance?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Did the subrecipient re-evaluate program participants’ eligibility and the types and amounts of assistance once every 3 months for homelessness prevention and not less than once annually for rapid re-housing assistance?	
	For projects funding homeless prevention activities, are the beneficiaries low-income individuals or families at imminent risk of losing their housing due to a notice of eviction, foreclosure, or utility termination? [McKinney-Vento Act, 42 USC 11374(a)(4)]	
	If “yes,” do the files show that the (a) beneficiaries’ assistance is necessary, (b) due to a sudden loss of income, (c) the beneficiaries are able to resume payments in a reasonable time period, and (d) there are no similar funds available locally? [McKinney-Vento Act, 42 USC 11374(a)(4)]	
	Are the homeless prevention funds defined as short term assistance (described in question 3 above); security deposits or first month’s rent; landlord-tenant mediation; indigent tenant legal services; or other innovative homeless prevention? [24 CFR 576.3, Definitions: Homeless Prevention]	

	Does assistance meet the definition of "innovative?" (Describe nature of assistance in response below.) [24 CFR 576.3, Definitions: Homeless Prevention]			
ESG Match Requirements				
ESG Match (List each source of match separately)		Action Plan Amount Pledged	CAPER Amount Shown	Final Documented Match
CASH/GOV'T. GRANTS				
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
NON-CASH CONTRIBUTIONS				
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
TOTAL MATCH		\$	\$	\$
Yes	No	NA	Requirement	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the subrecipient's final documented match shown above equal or exceed the ESG grant amount? (24 CFR 576.201)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are the documented match sources eligible forms of match expended within the grant year? (24 CFR 576.201)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the documented match above consistent with the amount shown in the quarterly subrecipient reports?	
Yes	No	NA	Record-Keeping Systems	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Filing System. Are the subrecipient's files orderly, comprehensive, secured for confidentiality where necessary, and up-to-date? Note any areas of deficiency.	

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Documentation (confidentiality). Do the ESG project files and subrecipient records have the necessary documentation written records or files pertaining to families under lock and key with only particular personnel granted access to those files? ESG subrecipients are to develop and implement procedures to guarantee the confidentiality of records concerning project participants and ensure that the address and location of family violence shelter facilities receiving ESG funding are not publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Record Retention. Participation of Homeless Persons in Policy-making and Operations. Are there records evidencing how the subrecipient encourages the participation of homeless persons in projects	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Documentation (Evidence of homelessness and termination procedures). Does the subrecipient maintain adequate documentation to determine the eligibility of persons served by HUD's homeless assistance programs, and that the termination provision is correctly applied for any individual or family terminated or violating program requirements. records are maintained for a 4-year period.	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Record Retention. Is there a process for determining which records need to be retained and for how long?	
Yes	No	NA	Financial Management Systems (84.21-28) Requirements	Comments
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Does the subrecipient have written procedures covering the recording of transactions, an accounting manual and a chart of accounts? Areas for possible sampling: ➤ Is there an organization chart describing actual lines of responsibility	

			<ul style="list-style-type: none"> ➤ Are key employee duties defined ➤ Is the chart of accounts inclusive of account numbers to support the control needed to ensure resources used do not exceed resources authorized ➤ Do the internal control procedures support the subrecipients ability to prepare financial statements: 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the grantee has a written policy manual, does it provide guidelines for controlling expenditures, such as purchasing requirements and travel authorizations?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are systems in compliance with accounting policies and procedures for cash, real and personal property, equipment and other assets (85.20(b)(3) and 84.20(b)(3))?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Review the chart of accounts, journals, ledgers, reconciliation, data processing, and reporting system. Areas for possible sampling: <ul style="list-style-type: none"> ➤ Does subrecipient record an encumbrance/obligation when executing contracts, purchase orders or maintain readily accessible information on obligations ➤ Are expenditures supported for instance by invoices, contracts or purchase orders ➤ Are expenditures identified with ESG source 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has all cash been promptly drawn down and deposited? Are all drawdowns of Federal funds properly recorded?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has an audit been prepared for the subrecipient? Determine if the subrecipient has expended \$500,000 or more in Federal funds for the subject program year. (OMB Circular A-133)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If an IPA was prepared were there any findings related to ESG activity?	
Yes	No	NA	Insurance Requirements	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has the subrecipient submitted a current copy of	

			its Certificate of Insurance?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the City named as an additional insured?	
Yes	No	NA	Procurement Requirements	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do the procedures the subrecipient uses for procurement of goods and services meet requirements at 24 CFR Part 84? Review a sample number of procurements.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	How does the subrecipient assure there was no conflict of interest, real or apparent?	
Yes	No	NA	Procurement Requirements	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has the subrecipient purchased equipment with ESG funds in excess of \$1,000? Does the subrecipient maintain the records required at 84.34?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a physical inventory taken place and the results reconciled with property records within the last two years?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>If the subrecipient disposed of equipment/property that was purchased with Federal funds within the last five years:</p> <ul style="list-style-type: none"> • Were proceeds from the sale reported as program income? 	
Yes	No	NA	General Requirements	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Equal Employment Opportunity. Does the subrecipient make it known that facilities and services supported by this grant are available to any person (who otherwise meets the eligible criteria for the program) without discrimination on the basis of race, color, religion, sex, marital status, national origin, familial status, disability, age or creed? Note any deficiencies.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Section 3. Opportunities for Training and Employment for Local Residents – Refer to City Section 3 Protocols. Note any deficiencies.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Requirements for Disabled Persons. Refer to	

	EEO section above and note any concerns.	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Women and Minority Business Enterprises. Refer to OMB 84.44, affirmative steps documentation. Note any concerns.	
I. Conclusion and Follow-up		
Prepared by City of Garden Grove, Community Development Department, Neighborhood Improvement Division:		
Date	Signature	Title
Date	Signature	Title

Is the number of beneficiaries currently being served consistent with the service number in the approved Action Plan for the program year? [24 CFR 91.220(d)]	<input type="checkbox"/> <input type="checkbox"/> Yes No
--	--

2.

Per the ESG Desk Guide, Section 6.2, is the IDIS drawdown rate consistent with the projected point-in-time expenditures for all projects reviewed during the grant term? (For example, if the project is in Year 1 of the maximum two-year term, the grantee should have expended all of its rehabilitation and one-half of any operations, supportive services, any homeless prevention, and administrative costs.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
--	---

3.

For the program year, has the grantee spent no more than 30% of its ESG grant for supportive services, unless a grantee had requested and received a waiver from HUD? [24 CFR 576.21(a)(2) and McKinney-Vento Act, 42 USC 11374]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
---	--	---------------------------------------	--

4.

For the program year, has the grantee spent no more than 30% of its ESG grant for homeless prevention and other short-term financial assistance to prevent homelessness? [24 CFR 576.21(c), 24 CFR 576.3 and McKinney-Vento Act, 42 USC 11374]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	--	---------------------------------------

5.

For the program year, has the grantee spent no more than 10% of its ESG grant for operations for management staff costs? [24 CFR 576.21(a)(3)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	--	---------------------------------------

6.

For the program year, has the grantee spent no more than 5% of its ESG grant for grant administration costs? [24 CFR 576.21(a)(5); McKinney-Vento Act, 42 USC 11378]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	--	---------------------------------------

7.

For completed program years reviewed, has the grantee spent all of its ESG funds within 24 months of grant award? [24 CFR 576.35]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	--	---------------------------------------

Essential Services

For ESG service activities, are the services new, or quantifiable increases in the service levels, provided by the local government with local funds within the last year before the initial ESG grant? [24 CFR 576.21(b)(1)]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
--	---

2.

Do the projects reviewed with both completed and underway activities demonstrate that beneficiaries receive, or were referred to, appropriate supportive services, access to mainstream resources, and other services needed to achieve independent living? [24 CFR 576.56(a)(1)]	<input type="checkbox"/> <input type="checkbox"/> Yes No
--	--

Homeless Prevention

For projects funding homeless prevention activities, are the beneficiaries low-income individuals or families at imminent risk of losing their housing due to a notice of eviction, foreclosure, or utility termination? [McKinney-Vento Act, 42 USC 11374(a)(4)]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
--	---

4.

If the answer to question 3 above is “yes,” do the files show that the (a) beneficiaries’ assistance is necessary, (b) due to a sudden loss of income, (c) the beneficiaries are able to resume payments in a reasonable time period, and (d) there are no similar funds available locally? [McKinney-Vento Act, 42 USC 11374(a)(4)]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
---	---

5.

Does the total amount of homeless prevention funds spent by the grantee for the program year fall at or below the 30 percent limitation for this expenditure category? [McKinney-Vento Act, 42 USC 11374(a)(4)]	<input type="checkbox"/> <input type="checkbox"/> Yes No
--	--

6.

Are the homeless prevention funds defined as short term assistance (described in question 3 above); security deposits or first month's rent; landlord-tenant mediation; indigent tenant legal services; or other innovative homeless prevention? [24 CFR 576.3, Definitions: Homeless Prevention]	<input type="checkbox"/> <input type="checkbox"/> Yes No
--	---

7.

If the grantee funded innovative homeless prevention activities, does assistance meet the definition of "innovative?" (Describe nature of assistance in response below.) [24 CFR 576.3, Definitions: Homeless Prevention]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
--	---

Beneficiary Services

Complete the table below using the information from the selected beneficiary sample. (Add more lines or attach another sheet, if needed.)				
NAME (if appropriate)	CASE NUMBER	ADDRESS	FORMER (F) OR CURRENT (C) BENEFICIARY?	ENTRY DATE

2.

For homeless assistance activities, does a review of the beneficiary files adequately document that the individuals or families were homeless prior to residency? [McKinney-Vento Act, 42 USC 11302(a)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	--	---------------------------------------

3.

For homeless prevention activities , are the individuals or families facing eviction or utility shutoffs, or in need of financial or legal services, eligible for assistance? (By HUD definition, prevention activities occur before persons become homeless.) [McKinney-Vento Act, 42 USC 11374(a)(4) and 24 CFR 576.21(a)(4)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
---	--	---------------------------------------	--

4.

Is there at least one homeless person or formerly homeless person participating in the policy decision-making process regarding projects receiving ESG funds? [McKinney Act, 42 USC 11375(d) and 24 CFR 576.56(b)(1)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

5.

Are homeless persons, to the extent possible, involved in project development, operations and the provision of supportive services? [McKinney Act, 42 USC 11375(c) and 24 CFR 576.56(b)(2)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

6.

For projects serving domestic violence victims, is there evidence to support that the grantee has established written procedures regarding confidentiality of client records and the address/location of any project serving domestic violence victims? [McKinney-Vento Act, 42 USC 11375(c) and 24 CFR 576.56(a)(2)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

7.

(a) Does the grantee have a written policy for the termination of beneficiaries? [McKinney-Vento Act, 42 USC 11375(e) and 24 CFR 576.56(a)(3)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

(b) If no written guidance is available, interview staff to determine how terminations are handled.

(c) If beneficiaries have been terminated during the program year under review, does a file review indicate that the minimum due process requirements for termination (and, if applicable, the established policy guidance) were followed? [McKinney-Vento Act, 42 USC 11375(e) and 24 CFR 576.56(a)(3)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Match Matrix

In completing the table below, the HUD reviewer should use the Consolidated Annual Performance and Evaluation Report (CAPER) as a basis to review documentation from the grantee or recipient to determine the amount of cash and in-kind resources brought to the grant.

Grant Number:		ESG Allocation: \$	
ESG Match (List each source of match separately)	Action Plan Amount Pledged	CAPER Amount Shown	Final Documented Match
CASH/GOVN'T. GRANTS			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
IN-KIND/SALARIES			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
VOLUNTEERS (@\$5/hour)			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
TOTAL MATCH	\$	\$	\$

2.

Does the grantee's final documented match shown in question 1 above equal or exceed the ESG grant amount? [24 CFR 576.51 and 24 CFR 91.225(c)(6)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

3.

Is the documented match shown in question 1 above consistent with the amount shown in the CAPER? [24 CFR 576.51 and 24 CFR 91.225(c)(6)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

4.

If the <u>state government</u> grantee claims the \$100,000 match exclusion, did it provide documentation of benefit for those subgrantee recipients least able to pay? [24 CFR 576.51 and 24 CFR 91.225(c)(6)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

General Requirements

- **Uniform Administrative Requirement.** ESG regulations at 24 CFR 576.407(c) require the governmental agencies apply 24 CFR Part 85, except for 24 CFR 85.24 and 85.42, and program income is to be used as match under 24 CFR 85.25 (g). The requirements of 24 CFR Part 84 apply to Private Nonprofit subrecipients, except for 24 CFR 84.23 and 84.53, and program income is to be used as the non-Federal share under 24 CFR 84.24 (b).
- **Homeless Participation.** Under 24 CFR 576.405 the City is ensure subrecipients provide for the participation of not less than one homeless individual or formerly homeless individual on the Board of Directors or other equivalent policy-making entity, to the extent that the entity considers and makes policies and decisions regarding any facilities, services or other assistance that receives funding under ESG.
- **Program Termination.** The City will review the termination/denial policy in each subrecipient's Written Standards to verify that the following minimal components are included: a progressive discipline warning system, written notices, a formal appeal process, and consideration of the appeal by someone not involved in the original termination. Staff will also monitor each subrecipient's compliance with ESG regulations at 24 CFR 576.402 to ascertain whether persons or families receiving assistance who violate program requirements are terminated only in the most severe cases. The

subrecipient is required to terminate assistance in accordance with a formal process that has been established and that recognizes the rights of individuals or families affected.

City staff will monitor compliance with the following area-wide systems coordination requirements pursuant to 24 CFR 576.400.

- **Consultation with CoCs.** Staff will assist subrecipients are to consult with the CoC to (1) determine how ESG funds will be allocated in that region; (2) identify the performance standards for evaluating the outcomes of projects and activities; and (3) identify the funding, policies and procedures for the administration and operation of the HMIS, if appropriate
- **Coordination with Other Targeted Homeless Services.** City staff will monitor subrecipients to verify that other programs are targeted to homeless people in the area covered by the CoC to provide a strategic, community-wide system to prevent and end homelessness for that area.
- **System and Program Coordination with Mainstream Resources.** What steps has your agency taken to coordinate and integrate ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible.
- **Centralized or Coordinated Assessment.** Describe how your agency has worked with the CoC to ensure the screening, assessment and referral of participants are consistent with the Written Standards. A Victim Service Provider may choose not to use the CoC Centralized or Coordinated Assessment System.
- **Written Standards** .Once the CoC has developed Written Standards in accordance with the requirements outlined in 24 CFR 576.400(e)(2)(3), Each subrecipient is to use the CoC's Provide a copy of your agency's Written Standards established and applied for providing ESG assistance
- **Participation in HMIS.** The subrecipient is to ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database in accordance with HUD's standards on participation, data collection and reporting under a local HMIS. If the subrecipient is a Victim Service Provider or a Legal Services Provider, it may use a comparable database that collects client level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

City staff will monitor each subrecipient's compliance with other federal and state requirements set forth at 24 CFR 576.406-576.408.

- Per 24 CFR 576.407(a), the subrecipient is to adhere to the requirements in 24 CFR Part 5, Subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 41701u, and implementing regulations at 24 CFR Part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with 24 CFR 576.405(c).
- **Faith-Based Activities.** Religious organizations may receive ESG funds if agreeable to providing all eligible ESG activities in a manner that is in accordance with 24 CFR 576.406. ESG funds may not be used for the rehabilitation of structures if those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the federal cost accounting requirements. Sanctuaries, chapels, or other rooms the religious congregation uses as its principal place of worship are ineligible for ESG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (See 24 CFR Parts 84 and 85).
- Organizations that are religious or faith-based are eligible to receive ESG funds but may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. Refer to 24 CFR 576.406 for additional details.
- **Affirmative Outreach System and Program Coordination with Mainstream Resources.** What steps has your agency taken to coordinate and integrate ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible.
- **Centralized or Coordinated Assessment.** Describe how your agency has worked with the CoC to ensure the screening, assessment and referral of participants are consistent with the Written Standards. A Victim Service Provider may choose not to use the CoC Centralized or Coordinated Assessment System.
- **Written Standards** .Once the CoC has developed Written Standards in accordance with the requirements outlined in 24 CFR 576.400(e)(2)(3), Each subrecipient is to use the CoC's Provide a copy of your agency's Written Standards established and applied for providing ESG assistance
-

- **Displacement, Relocation, and Acquisition.** In accordance with 24 CFR 576.408, the displacement of persons as a result of a Components/Activities assisted with ESG funds must be provided Relocation Assistance pursuant to the URA and 49 CFR Part 24. Temporary relocation is not permitted. No tenant occupant of housing (a dwelling unit) that is converted into an Emergency Shelter may be required to relocate temporarily for a Component/Activity assisted with ESG funds or be required to move to another unit in the same building/complex. The acquisition of real property, whether funded privately or publicly, for a Component/Activity assisted with ESG funds is subject to the URA and the federal government-wide regulations at 49 CFR Part 24, Subpart B. Refer to 24 CFR 576.408 for additional details.

- **Match.** City staff will monitor matching contributions from each subrecipient to verify that the amount of match equals the amount of ESG funds received per 24 CFR 576.201, and that the match sources include any federal source other than the ESG Program, as well as State, local, and private sources (see 24 CFR 576.201).

- **Shelter and Housing Standards.** City staff will require per 24 CFR 576.403 that any ESG-assisted shelter to meet minimum Habitability Standards. Shelters renovated with ESG funds, are to meet State or local government Safety and Sanitation Standards, as applicable, include energy-efficient appliances and materials, as well as incorporate lead-based paint remediation and disclosure requirements.

- **Recordkeeping and Reporting Requirements.** Submit a copy of the written policies and procedures your agency has developed to ensure that ESG funds are used in accordance with requirements at 24 CFR 576.500. In addition, sufficient records must be established and maintained to enable HCD and HUD to determine whether ESG requirements are being met. Refer to for additional details. (24 CFR 576.500):
 - ✓ **Homeless status.** Follow written intake procedures to ensure compliance with the homeless definition in § [576.2](#). The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status.
 - ✓ **At risk of homelessness status.** For each individual or family who receives ESG homelessness prevention assistance, the records must include the evidence relied upon to establish and verify the individual or family's "at risk of homelessness" status. This evidence must include an intake and certification form that meets HUD specifications.
 - ✓ **Determinations of ineligibility.** For each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination.
 - ✓ **Annual income.** For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year
 - Income evaluation form completed by the subrecipient; and
 - Source documents for the assets held by the program participant and income received over the most recent period (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);

- If source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
- If source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is expected to receive over the 3-month period following the evaluation.
- ✓ **Program participant records.** In addition to evidence of homeless status or "at risk of homelessness" status, as applicable, records must be kept for each program participant that document:
 - The services and assistance provided to program participant, including the security deposit, rental assistance, and utility payments made on behalf of the program participant;
 - Compliance with the applicable requirements for providing services and assistance to t program participant under the program components and eligible activities provisions at § [576.101](#) through § [576.106](#), the provision on determining eligibility and amount and type of assistance at § [576.401\(a\) and \(b\)](#), and the provision on using appropriate assistance and services at § [576.401\(d\) and \(e\)](#); and
 - Where applicable, compliance with the termination of assistance requirement in § [576.402](#).
- ✓ **Centralized or coordinated assessment systems and procedures.** Documentation evidencing written intake procedures for, the centralized or coordinated assessment system(s) developed by the CoC.
- ✓ **Rental assistance agreements and payments.** The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.
- ✓ **Utility allowance.** The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.
- ✓ **Shelter and housing standards.** Documentation of compliance with the shelter and housing standards in § [576.403](#), including inspection reports.
- ✓ **Emergency shelter facilities.** The amount and type of assistance provided to each emergency shelter.
- ✓ **Services and assistance provided.** Types of essential services, rental assistance, and housing stabilization and relocation services and the amounts spent on these services and assistance. Subrecipients that are units of general-purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general-purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.
- ✓ **Coordination with CoC and other programs.** Document their compliance with the requirements of § [576.400](#) for consulting with the CoC and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs.

- ✓ **HMIS.** Records of the participation in HMIS or a comparable database by all projects.
- ✓ **Matching.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in § [576.201](#). The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third party, noncash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.
- ✓ **Conflicts of interest.** Records to show compliance with the organizational conflicts-of-interest requirements in § [576.404\(a\)](#), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § [576.404\(b\)](#), and records supporting exceptions to the personal conflicts of interest prohibitions.
- ✓ **Homeless participation.** Document compliance with the homeless participation requirements under § [576.405](#).
- ✓ **Faith-based activities.** Document compliance with the faith-based activities requirements under § [576.406](#).
- ✓ **Other Federal requirements.** Document compliance with the Federal requirements in § [576.407](#), as applicable, including:
 - Records demonstrating compliance with the nondiscrimination and equal opportunity requirements under § [576.407\(a\)](#), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds and the affirmative outreach requirements in § [576.407\(b\)](#).
 - Records demonstrating compliance with the uniform administrative requirements in 24 CFR part [85](#) (for governments) and 24 CFR part [84](#) (for nonprofit organizations).
 - Records demonstrating compliance with the environmental review requirements, including flood insurance requirements.
 - Certifications and disclosure forms required under the lobbying and disclosure requirements in 24 CFR part [87](#).
- ✓ **Relocation.** Document compliance with the displacement, relocation, and acquisition requirements in § [576.408](#).
- ✓ **Financial records.**
 - Supportive documentation for all costs charged to the ESG grant.
 - Documentation showing that ESG grant funds were spent on allowable costs in accordance with the requirements for eligible activities under § [576.101](#)-[576.109](#) and the cost principles in OMB Circulars A-87 (2 CFR part [225](#)) and A-122 (2 CFR part [230](#)).
 - Records of the receipt and use of program income.
 - Documentation of compliance with the expenditure limits in § [576.100](#) and the expenditure deadline in § [576.203](#).
- ✓ **Subrecipients and contractors.**
 - The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable. If the recipient is a State, the recipient must keep records of each recapture and distribution of recaptured funds under § [576.501](#).

- The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFR [85.36](#) and 24 CFR 84.40-84.48.
- The recipient must ensure that its subrecipients comply with the recordkeeping requirements specified by the recipient and HUD notice or regulations.
- ✓ **Confidentiality.**
 - Written procedures to ensure:
 - ☐ All records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;
 - ☐ The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
 - ☐ The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
 - ☐ Written confidentiality procedures.
- ✓ **Period of record retention.** All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below.
 - ☐ Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;
 - ☐ Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and
 - ☐ Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.
- ✓ **Access to records.**
 - **Federal government rights.** Notwithstanding the confidentiality procedures established under paragraph (w) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records pertinent to the ESG grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.

- **Public rights.** Provide citizens, public agencies, and other interested parties with reasonable access (consistent with state and local laws regarding privacy and obligations of confidentiality and the confidentiality requirements in this part) to records regarding any uses of ESG funds the recipient received during the preceding 5 years.
- **Reports.** The recipient must collect and report data on its use of ESG funds in the Integrated Disbursement and Information System (IDIS) and other reporting systems, as specified by HUD. The recipient must also comply with the reporting requirements in 24 CFR parts [85](#) and [91](#) and the reporting requirements under the Federal Funding Accountability and Transparency Act of 2006, ([31 U.S.C. 6101 note](#)), which are set forth in appendix A to 2 CFR part [170](#).

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Acceptance of David Date: 4/27/2021
Johnson's resignation from
the Parks, Recreation and
Arts Commission. (*Action
Item*)

Attached is David Johnson's email resignation from the Parks, Recreation and Arts Commission, recommended to be accepted with regret.

ATTACHMENTS:

Description	Upload Date	Type	File Name
David Johnson email	4/19/2021	Backup Material	David_Johnson_-_Resignation_from_the_Parks__Recreation_and_Arts_Commission_2021.pdf

Fwd: Resignation From Commission

From : Sugeiry Reynoso <sugeiryr@ggcity.org>

Fri, Apr 16, 2021 03:09 PM

Subject : Fwd: Resignation From Commission**To :** John Montanchez <johnmo@ggcity.org>, Janet Pelayo
<janetp@ggcity.org>, Teresa Pomeroy
<teresap@ggcity.org>

Good afternoon,

Resignation received from David John, Commissioner for Parks, Recreation and Arts Commission. Please see below.

Thank you,

Sugeiry Reynoso
Department Secretary
Community Services Department
City of Garden Grove
(714) 741-5204 (P)
(714) 741-5579 (F)
sugeiryr@ggcity.org

From: "David Johnson" <djnrhea@msn.com>**To:** "George Brietigam" <gbrietigam@socal.rr.com>, "Sugeiry Reynoso"
<sugeiryr@ggcity.org>**Sent:** Friday, April 16, 2021 3:04:03 PM**Subject:** Resignation From Commission

Dear Councilman Brietigam;

I have been a Garden Grove resident since 1967, and consider myself a Garden Grove native. Since 2016, after being appointed by you and the City Council and Mayor, I have served on the Garden Grove Traffic Commission. Since January of 2021 I have been a member of the Garden Grove Parks, Recreation and Arts Commission.

First, I want to thank you for giving me the opportunity to serve the City that I grew up in and owe so much to. It has been an honor to serve this City.

I retired after 32 years with the Los Angeles County Sheriff's Department as of March 30, 2021. We have sold our home in West Grove, and will be moving out of the City as of May 4, 2021. Due to this, I

must resign my place on the Parks Commission, effective May 1, 2021. Should you have any questions, please contact me at (714) 661-3356.

Sincerely,
David Johnson
Commissioner

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award contracts to C Below, Inc. and T2 UES, Inc., to provide subsurface utility investigation services. (Cost: \$250,000 each contract) (<i>Action Item</i>)		
		Date:	4/27/2021

OBJECTIVE

For the City Council to award contracts to: 1) T2 UES, Inc. and 2) C Below, Inc., to provide subsurface utility investigation services and related services on an as-needed basis.

BACKGROUND

Over the next three years, the City of Garden Grove has multiple water main replacement capital improvement projects slated, some of which will be designed in-house. Subsurface utility investigation services, including potholing and identifying existing utilities along the water main alignment, are essential tasks during the preliminary design period.

Currently, the City of Garden Grove does not have potholing staff and therefore needs to engage the services of a consultant/contractor to meet the various needs of capital project design.

DISCUSSION

Staff requested proposals from three firms, and all three (3) consultants submitted proposals. A qualified panel of staff rated the proposals on the basis of qualifications without considering cost. Based on evaluation results, T2 UES, Inc. rated highest and C Below, Inc. second highest in qualifications and ability to provide subsurface utility investigation services for capital projects. Based on future needs for services for the projects slated, staff is recommending contracts with two of the three consultants. The following is a summary of the ratings with the highest total being the most qualified:

T2 UES, Inc.

C Below, Inc.

Bess Testlab, Inc.

	Huntington Beach, CA	Eastvale, CA	Los Angeles, CA
Rater A	181	179	177
Rater B	157	167	144
Rater C	176	166.5	157
Totals	514	512.5	478

FINANCIAL IMPACT

There is no impact to the General Fund. Each agreement will be established for a three (3) year period in the not-to-exceed amount of \$250,000 per contract, for a total of \$500,000. The services will be funded from the various capital projects requiring subsurface utility services.

RECOMMENDATION

It is recommended that the City Council:

- Award contracts for on-call Subsurface Utility Investigation Services to 1). T2 UES, Inc. and 2). C Below, Inc. in the amount of \$250,000 per contract for a total of \$500,000 for a term of three years; and
- Authorize the City Manager to execute the agreement on behalf of the City, and make minor modifications as appropriate thereto.

By: Jessica Polidori, Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	4/16/2021	Agreement	C_Below__Inc._Contract.pdf
Agreement	4/16/2021	Agreement	T2_UES__Inc._Contract.pdf

CONSULTANT AGREEMENT

THIS AGREEMENT is made this **27** day of **April** **2021**, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **C Below, Inc.** a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated **April 27, 2021**.
2. CITY desires to utilize the services of CONSULTANT to provide **ON-CALL SUBSURFACE UTILITY SERVICES**
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this Agreement until compensation reaches the not to exceed amount or sooner terminated per Section 3.5
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto as **Exhibit A** and incorporated herein by reference. CONSULTANT agrees that is provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** Compensation under this Agreement shall be per fee schedule included in the Proposal.
 - 3.2 **Not to Exceed.** Compensation under this Agreement shall not exceed **\$250,000**.

- 3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required.
- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 Termination. CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty-(30) days written notice of termination to the other party. If CITY terminates the project, then the provisions of paragraph 3 shall apply to that portion of the work completed.

4. Insurance Requirements

- 4.1 Commencement of Work CONSULTANT 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.
- 4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:
 - a) Commercial general liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;
 - b) Automobile liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the

term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT 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, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT 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, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT 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 understood and agreed that CONSULTANT, including CONSULTANT's employees, shall act and be independent contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship

of employer-employee exists between the parties. CONSULTANT's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue to, or are payable to, CITY employees, and CONSULTANT shall so inform each employee organization and each employee who is hired or retained under this Agreement. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of CONSULTANT or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to CONSULTANT's assigned personnel.

8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement, if any, 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. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- (a) Address of CONSULTANT is as follows:

C Below, Inc.
Nick Loera, Vice President of Sales and Marketing
8500 Hellman Avenue
Eastvale, CA 92880

- (b) Address of CITY is as follows (with a copy to):

Engineering:	City Attorney
City of Garden Grove	City of Garden Grove
P.O. Box 3070	P.O. Box 3070
Garden Grove, CA 92840	Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT 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 CONSULTANT 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 CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT 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 CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be

considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

18. **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.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, 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 CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the 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 CONSULTANT.
20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

"CITY"
CITY OF GARDEN GROVE

Dated: _____, 2021

By: _____
City Manager

ATTEST

"CONSULTANT"
C Below, Inc.

City Clerk

By: 
Title: Ashley Salcedo VP of Operations

Dated: _____, 2021

Dated: 04/07/2021, 2021

APPROVED AS TO FORM:

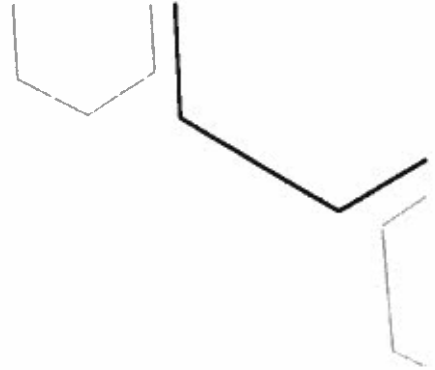
If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY


Garden Grove City Attorney

Dated: 4-13, 2021

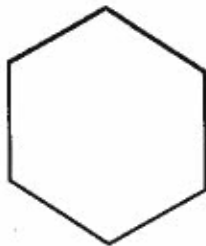
EXHIBIT A

GPR
Mapping
Potholing
Utility Locating
CCTV Pipe Inspection



**REQUEST FOR PROPOSALS FOR
ON-CALL SUBSURFACE UTILITY SERVICES**

**CITY OF GARDEN GROVE
PUBLIC WORKS**



www.cbelow.com

1-888-90-BELOW

14280 Euclid Ave.
Chino, CA 91710
CL# 959964



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COVER LETTER

March 10, 2021

City of Garden Grove Public Works
Ms. Rebecca Li, Senior Civil Engineer
13802 Newhope Street, PO Box 3070
Garden Grove, CA 92843

Subject: Response for Request For Proposals For On-Call Subsurface Utility Services

Ms. Rebecca Li,

C Below appreciates the opportunity to submit our qualifications to the City of Garden Grove in response to the Request for Proposals for On-Call Subsurface Utility Services.

C Below has a legacy of successfully providing Utility Locating services to many public entities and private sector developers throughout the Southern California region.

C Below is confident that with our past experience with on-call contracts and the experience we have working on past City projects, we will be able to safely and efficiently perform the subsurface utility services for the City of Garden Grove. C Below respectfully submits this proposal and understands it will be valid for a minimum of 90 days.

Thank you,

A handwritten signature in black ink, appearing to read 'Nick Loera'.

Nick Loera
Vice President of Sales and Marketing
C Below, Inc.





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C Below offers professional Subsurface Utility Services throughout Southern California. Our highly experienced technicians utilize the most advanced equipment in the industry. We locate horizontal and vertical locations of underground utilities including Water, Gas, Power, Waste, Communications, and Cable TV. Accurate information is vital in planning and can prevent costly delays from damages caused by cutting, coring, drilling, or digging in areas congested by unseen hazards in concrete, masonry, and underground.

C Below has been in the utility locating business for 12 years since its incorporation in 2009 and employs the most experienced technicians in the industry, some with over ten years of experience. With our corporate office located at 14280 Euclid Avenue, Chino, CA 91710 and our Operations yard in Eastvale we can mobilize quickly to the City of Garden Grove. C Below currently has fifty-five employees, including forty technicians, the sales department, a Project Engineer, a Licensed Surveyor and a CAD technician.

C Below's Chief Operating Officer, Chris Loera, maintains a hands-on approach by researching and acquiring equipment that utilizes the most accurate technology available in the industry. He attends Industry Workshops and meets with equipment manufacturers to stay up to speed on new technology and software applications. Recently Mr. Loera acquired 10 new potholing rigs to keep up with the demand and client needs for current on-call contracts.

Through our years of experience, C Below has been able to troubleshoot hard to find lines and provide locating solutions to utilities considered "un-locatable" by other companies. We have performed Utility Investigations with multiple City's on an On-Call basis and currently hold an on-call potholing contract with LADWP as well as on-call contracts with the Port of Long Beach, Port of LA, City of Burbank Public Works, and City of Chino Public Works.

If awarded, the authorized representative for this contract would be Nick Loera with support from C Below's Sr. Project Manager Hector Vargas, both located at 8500 Hellman Ave Eastvale, CA 92880.

C Below does not currently have any litigations, mediations, or arbitrations regarding any of our performance.





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C Below understands that the City of Garden Grove is based on an On-Call basis and each job will have different job specifics but essentially upon being provided with a pothole plan the C Below Sr. Project Manager (Hector Vargas) will commence the permitting process and contact DigAlert. The Project Manager will also be responsible for overseeing the compliance of the traffic control requirements. C Below will submit traffic control plans if necessary, otherwise will set up traffic control per watch manual. The potholing shall consist of:

- An opening will be jackhammered or saw cut (depending on if the surface is asphalt or concrete) to expose the soil.
- Once the soil is exposed, high pressure water will be used to loosen the soil to be removed by the vacuum truck on site.
- The soil will be removed to the desired stop depth or until the identified utility is exposed.
- The hole will be documented with pipe size, material and depth, if applicable, along with photos for record.
- A mag nail or a hub will be placed to mark the location of the utilities found.
- Once this is recorded, the hole will be back filled with plaster washed sand and compressed by a pneumatic tamper.
- A temporary cold patch will be placed down and pneumatically tamped approximately two inches thicker than the existing asphalt or concrete to allow for future settling of the soil.

Upon completion a detailed pothole report will be provided to the City of Garden Grove. The report will include pertinent information such as pictures of the pothole/line, depth to top of pipe, utility size, material and soil conditions, along with location and "swing-ties" or reference points, and thickness of pavement. Please reference appendix for example of pothole report.





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The C Below Project Manager will coordinate with the City to establish and understand the following: Points of contact, schedule, site access and safety protocols, distribution of Daily Reports/ Results, etc.

Dispatching of our technicians is accomplished through a system C Below uses called Salesforce, which allows us to electronically send out job assignments to the technicians. The job assignment contains all pertinent information for the project including; location, contacts, arrival times and the scope of work.

All field technicians are equipped with smart phones in the field. Each day the technicians generate an electronic report. The daily report includes a detailed account of work performed, hours on-site and locating methods performed. The reports are electronically signed on the project site by the technician and a client representative (if available). The reports are then immediately available for e-mail distribution to the client. Additionally all surveying is performed in-house by a licensed Surveyor. Reports and drawings are provided by our Lead Drafter who has the Quality Control checked first by the field technicians that performed the work and then sent directly to the client.

Having our services "In-House" streamlines the investigation and allows us to determine ways to reduce the overall project timeline by finding more efficient methods to locate lines once we arrive on site.





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Prevailing Wage

Service	Cost
Ground Penetrating Radar	
GPR Certified Supervising Technician.....	\$ 185.00 per hour
GPR Trained Certified Assistant Technician.....	\$ 140.00 per hour
Travel Time Mobilization technician plus equipment.....	\$ 115.00 per hour
Travel Time Mobilization crew plus equipment.....	\$ 185.00 per hour
Utility Locating - Electromagnetic Locator	
Locating Certified Supervising Technician.....	\$ 185.00 per hour
Locating Trained Certified Assistant Technician.....	\$ 140.00 per hour
Travel Time Mobilization technician plus equipment.....	\$ 115.00 per hour
Travel Time Mobilization crew plus equipment.....	\$ 195.00 per hour
Mapping	
Mapping Supervising Tech.....	\$ 220.00 per hour
Drafting In-house drafting in AutoCAD.....	\$ 100.00 per hour
Manhole Dip Record depth from rim of manhole to invert of pipe.....	\$ 150.00 per hole
Travel Time Mobilization technician plus equipment.....	\$ 115.00 per hour
Travel Time Mobilization crew plus equipment.....	\$ 195.00 per hour
CCTV Pipe Inspection	
CCTV Robotic Camera Pipe Inspection For lines greater than 8 inches, includes locating and video.....	\$ 325.00 per hour
CCTV Push Camera Pipe Inspection For lines smaller than 8 inches, includes locating and video.....	\$ 320.00 per hole
CCTV Lateral Locating Remote camera launch, includes locating and video for one lateral.....	\$ 50.00 per lat.
Water Jetting Trailer mounted unit, jetting to clear blocked lines up to 8 inches in diameter.....	\$ 400.00 per hour
Water Jetting Pipe cleaning utilizing vac-truck.....	\$ 450.00 per hour
Travel Time Mobilization technician plus equipment.....	\$ 95.00 per hour
Travel Time Mobilization crew plus equipment.....	\$ 170.00 per hour
Potholing	
Standard Pothole 1' x 1' x 0' - 5' deep.....	\$ 585.00 per hole
Pothole 1' x 1' x 5'-10' deep.....	\$ 635.00 per hole
Pothole 1' x 1' x 10' - 15' deep.....	\$ 885.00 per hole
Pothole 1' x 1' x 15' - 20' deep.....	\$ 1,250.00 per hole
Pothole 1' x 1' x 20' - 25' deep.....	\$ request quote
Traffic Control Basic 0 - 25 MPH.....	\$ 750.00 per day
Traffic Control Standard 25 - 55 MPH.....	\$ 950.00 per day
Traffic Control Extensive.....	\$ 1,250.00 per day
Traffic Control Half day.....	\$ 475.00 per day
Traffic Control Plans Engineered Stamped Plans.....	\$ 550.00 per page
Flagman.....	\$ 140.00 per hour
Potholing Hourly Crew Includes surface breaking, sand backfill, and permanent cold patch repair.....	\$ 535.00 per hour
Potholing Hourly Single Tech Includes vac-truck, no surface breaking, backfill, or patching.....	\$ 325.00 per hour
Keyhole Coring Includes utilibond.....	\$ 250.00 per hole
Vacuum Excavation Spoil Removal and Dump Fee Removal of excavated spoils and dumping of material...	\$ 500.00 per trip



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Pricing Table

Service	Cost
Potholing Continued	
Hot Patching Standard 2' x 2' area	\$ request quote
Slurry Backfill	\$ request quote
Pothole Report Drafting firm to generate PDF	\$ 250.00 per report
Travel Time Mobilization technician plus equipment	\$ 210.00 per hour
Travel Time Mobilization crew plus equipment	\$ 230.00 per hour
Additional Fees	
Administration / Project Coordination	\$ 65.00 per hour
Per Diem Per technician	\$ 150.00 per day
Permit Costs 3rd party	\$ +10% markup

CBelow Terms & Conditions apply to all services.

- * 15% Overtime charges applies to all services for Saturday work and off hours 6:00 pm - 6:00 am
- * 20% Overtime charges applies to all services for Sunday work
- * All services will be billed within the 4 & 8 hour minimum



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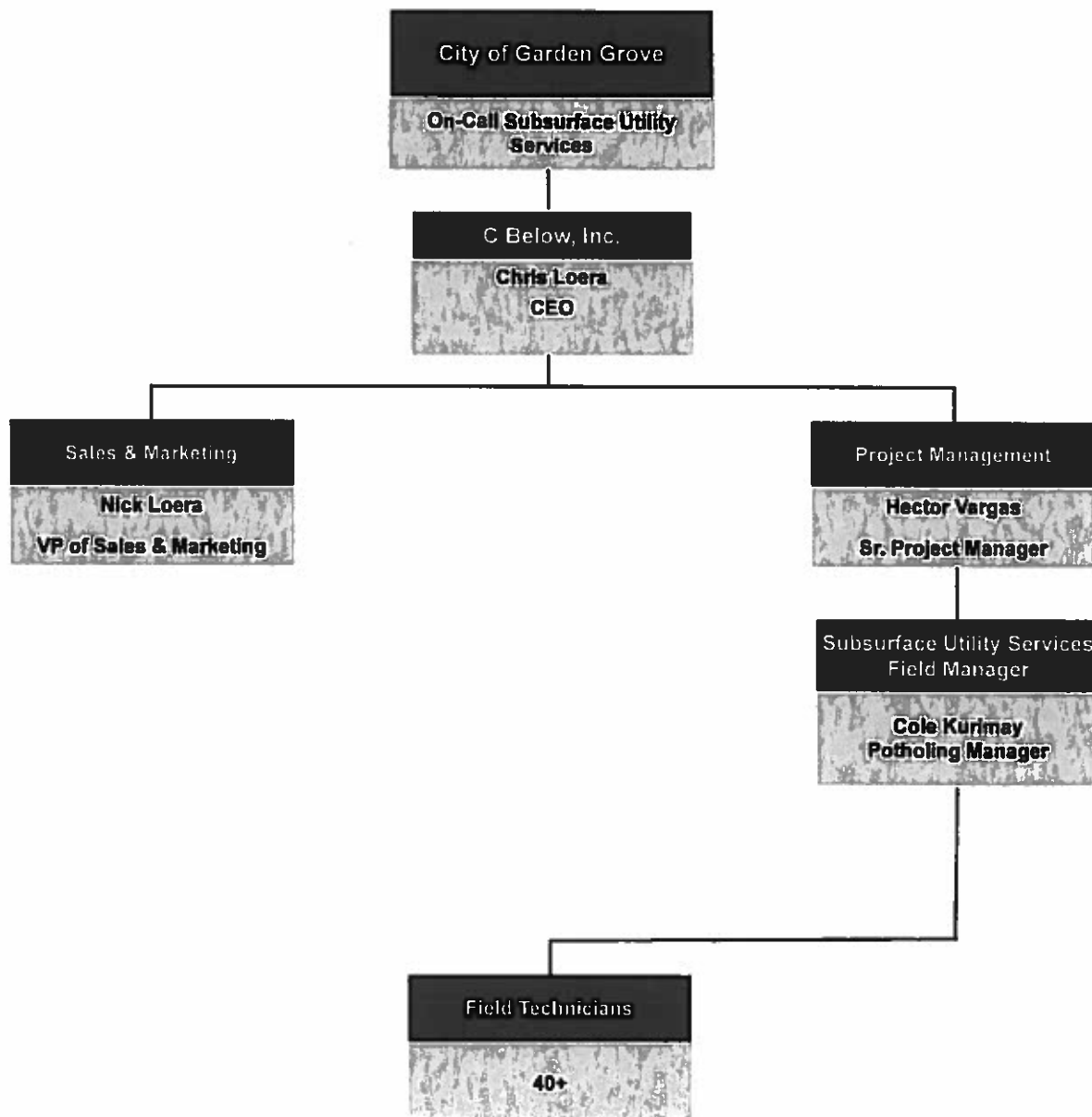
C Below was founded in 2009 with the goal to accurately locate utility lines to ensure all projects are completed safely and on time. The company is owned by Chris Loera (CEO) and Dave Menefee (President). C Below does not anticipate the need to use any subcontractors and all scope of work will be performed in-house.





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Professional Profile

Chris Loera, Chief Executive Officer

Mr. Loera has over 20 years of experience in the construction industry. He plans, organizes, directs and controls the activities of the team on a daily basis. He is responsible for the performance of all Departments including Research and Development, Engineering, Mapping and Material Management. He maintains a hands-on approach by researching and attending industry workshops, while working closely with equipment manufacturers to stay up to speed and offer input on new technologies. Mr. Loera also is Co-Chair of the Laborers Training Trust that is responsible for training Apprentice and Journeyman Locators.

Relevant Experience

YEARS OF EXPERIENCE
20

REGISTRATIONS/ CERTIFICATIONS

Ground Penetrating Radar

Technician Level III

Utility Locating Technician Level III

TECHNICAL EXPERTISE

Auto CAD

Auto CAD Civil 3D

SCENE Point Cloud

CONTACT INFORMATION

ChrisL@cbelow.com

888-902-3569 x501

Placentia Avenue Potholing Riverside, CA

Role: Chief Executive Officer

Services included locating, mapping, and potholing. Mr Loera supervised all operations to ensure high quality control and accuracy.

SR-60 and Archibald Avenue GPR Ontario, CA

Role: Chief Executive Officer

Directly supervised to ensure all services were conducted and completed as efficiently and accurately as possible.

UCR Parking Lot 21 Utility Locating Investigation Riverside, CA

Role: Chief Executive Officer

Supervised all team efforts including quality control and review of final CAD deliverable of utility findings.

Indian Avenue and Ramona Expressway Pothole Investigation Perris, CA

Role: Chief Executive Officer

Supervised technicians to ensure the project was conducted and completed as efficiently and accurately as possible.





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Professional Profile

Hector Vargas, Sr. Project Manager

Mr. Vargas has over 10 years of experience in the construction industry; 5 of which he has dedicated to the utility locating industry. He has worked as a Sales Representative, Locating Lead Supervisor and Project Manager. These different roles have given him a well-rounded knowledge of the industry from project inception to project completion. He assists our Mappers and Field Managers with daily requests and project needs. He oversees the coordination of all office and field efforts within the project scope to ensure the highest standards for utility location accuracy.

Relevant Experience

China Lake Utility Investigation and Mapping China Lake, CA
C Below located all utilities on an area within the base where the client was going to perform site improvements. After completing the locating, C Below also performed potholing services. As the assigned Project Manager, Mr. Vargas managed all coordination and communication with the client and technicians on site.

Kaiser Permanente Utility Investigation Riverside, CA
Role: Project Manager
Coordinated with the client and assigned field technicians. Managed the project budget. Performed site visits as needed. Reviewed utility findings with technicians and client.

3rd Street and Magnolia Avenue Investigation and Potholing Riverside, CA
Role: Project Manager
Performed job site walk through, managed technicians and budget. Coordinated with the client and technicians assigned to the project to assure accurate, timely completion.

YLWD PFAS Potholing Yorba Linda, CA
Role: Project Manager
C Below was contracted to perform 60 potholes. Mr. Vargas was responsible for coordinating all efforts both in the office and in the field. He managed the project budget, communicated the progress with the client, and reviewed the daily reports submitted by the technicians. Mr. Vargas was also responsible for overseeing the permitting and traffic control for those potholes that fell within the public right of way.

YEARS OF EXPERIENCE
10

REGISTRATIONS/ CERTIFICATIONS
Ground Penetrating
Radar Technician Level III
Utility Locating Technician
Level III

CONTACT INFORMATION
HectorV@cbelow.com
888-902-3569 x506





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Professional Profile

Cole Kurimay, Potholing Field Operations Manager

Since starting his journey with C Below six years ago, Cole Kurimay has located in some of the most complicated situations. From emergency same-day services to locating in highly congested areas with extreme traffic. Cole is highly experienced in troubleshooting hard-to detect lines and utilizes his years of experience to come up with creative approaches to complete the utility investigations. Mr. Kurimay is also in charge of overseeing all subsurface Field Technicians and providing them with the proper training and techniques.

Relevant Experience

YEARS OF EXPERIENCE
6

CONTACT INFORMATION
ColeK@cbelow.com
888-902-3589

Mira Costa Utility Investigation, Mapping, and Potholing Oceanside, CA

Role: Field Manager

Performed initial site walk and supervised the onsite technicians while all locating was performed. Ensured all utilities were marked on site. Assisted technicians with troubleshooting.

La Vang Church Locating and Potholing Santa Ana, CA

Role: Field Manager

Supervised all field efforts while performing a locating investigation and 4 potholes within the site.

Rossmoor Retarding Basin C01B02 Potholing Investigation Los Alamitos, CA

Role: Field Manager

Supervised all field efforts when performing the utility potholing. Coordinated with the Project Manager and client for the schedule. Assisted technicians with troubleshooting.

OC Loop Segment D Potholing Proposal Yorba Linda, CA

Role: Field Manager

Supervised all field efforts, performed job walk prior to dispatching the technicians. Reviewed final pothole report.

OCWD Serrano Potholing Villa Park, CA

Role: Field Manager

Supervised all field efforts when performing 4 potholes. Coordinated schedule and budget with Project Manager. Reviewed final pothole report.





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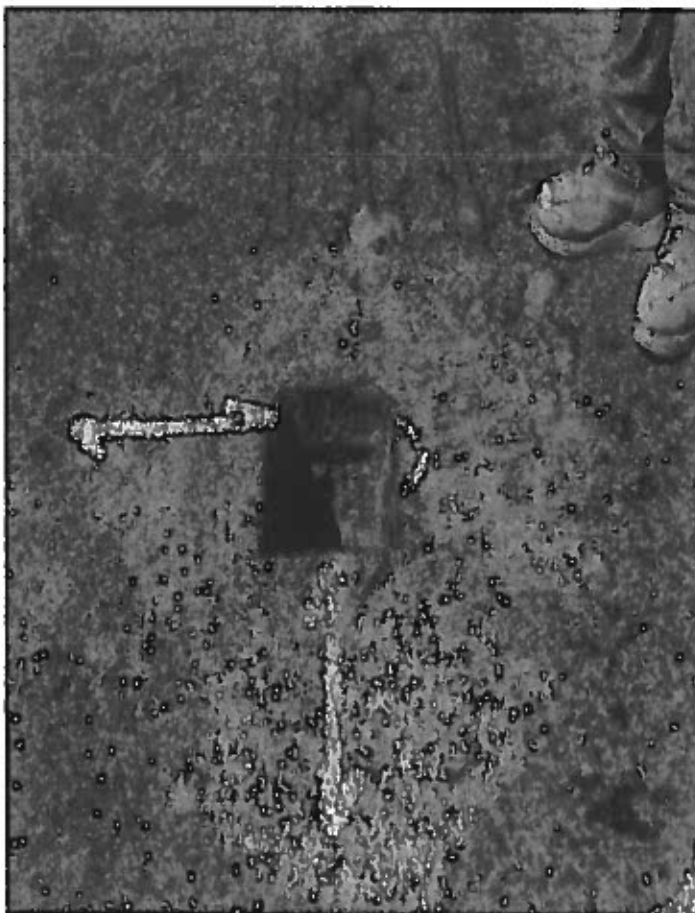
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City of Corona Public Works On-Call

Corona, CA 92880

Project Scope:

C Below has a current contract with the City of Corona that began in August of 2009 and has since been renewed. C Below provides Utility Locating Potholing services to the City of Corona on private property and in the public right of way. Potholing has been done to visually verify the marking of utility lines located by C Below and Dig Alert. The public street work has often been conducted at night and most times requires Traffic Control. C Below has worked on many difficult projects for the City of Corona that required us to Pothole locations in the middle of streets with very heavy traffic. This prompted us to develop a Traffic Control plan that was stamped by our in house engineer.



Client:
City of Corona
Department of Public Works

Contact:
Vernon Welsman
Project Manager
(951) 739-4912
400 South Vicentia Avenue
Corona, CA 92882

Project Duration:
2009- Present

Combined Contract Value:
\$125,000.00 per year per contract

Key Personnel:
Chris Loera
Hector Vargas
Cole Kurimay





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Los Angeles Department of Water and Power On-Call Vacuum Excavation

Arbor Vitae Utility Investigation Project

Los Angeles, CA

Project Scope:

C Below performed over 8,000 linear feet of utility locating from curb to curb, mapping, and over 40 potholes. Communication was key between the client, Field Techs, and Field Manager as was flexibility when scheduling the project. Due to high traffic in some sections of the project, off hour work was required. The field Technicians were responsible for communicating any issues to their Project Manager and/or Field Manager and included the information in their daily report. The Project Manager attended weekly conference calls to update the client on project status and discuss the progress.

This is only one example of a project C Below has performed for LADWP, in total C Below has performed over a dozen projects for LADWP since 2018 and is dispatching multiple potholing rigs to their sites on a daily basis. Hector Vargas is responsible for coordinating with the LADWP contact at the beginning of the week and setting up a schedule of projects and number of rigs needed for the week. Mr. Vargas coordinates with Operations on the dispatch requirements and reviews the daily reports completed by the techs every day.



Client:
Los Angeles Department of Water and Power

Contact:
Jesus Gonzalez
Project Manager
(213) 367-1218
111 N. Hope Street
Los Angeles, CA 90012

Project Duration:
July 2018 - December 2019
Combined Contract Value:
\$266,018.31

Key Personnel:
Chris Loera
Hector Vargas
Cole Kurimay

www.cbelow.com





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Appendix





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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A298 Irvine CA 92604	CONTACT NAME: Tina Cowie PHONE (714) 731-7700 FAX (714) 731-7750 E-MAIL: tina@cornerstonespecialty.com ADDRESS: 14252 Culver Drive, A298 Irvine, CA 92604
INSURED C BELOW, INC. 14280 Euclid Avenue Chino CA 91710	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company NAIC # 20508 INSURER B: Allstate Insurance Company 18232 INSURER C: National Union Fire Ins Co of Pitts 19445 INSURER D: Pacific Compensation Insurance Company 11555 INSURER E: Continental Casualty Company 20443 INSURER F:

COVERAGES	CERTIFICATE NUMBER: 20/21 COVERAGES	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADDTL INSRD/P & NC <input checked="" type="checkbox"/> BLNKT WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	7012563117	12/18/2020
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	84891650100	12/18/2020
<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	EBU087179490	12/18/2020
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under DESCRIPTION OF OPERATIONS below	VA00718200	12/18/2020
<input checked="" type="checkbox"/> Professional Liability <input type="checkbox"/> Claims Made	MCH265308745	12/18/2020
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of coverage in force. Contractual insurance requirements will be addressed at the time the contract is awarded.		

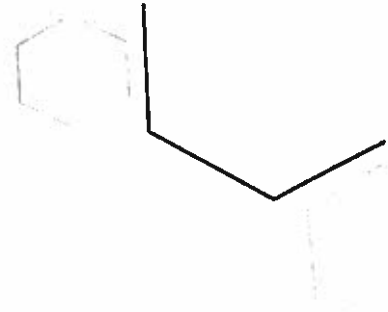
CERTIFICATE HOLDER FOR PROPOSAL PURPOSES ONLY PLEASE CONTACT CORNERSTONE SPECIALTY TO VERIFY COVERAGE IN FORCE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Chino, CA 91710
1-888-90-BELOW

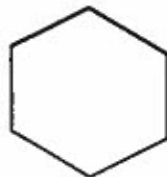
Certified SBE

Utility Locating
Radiography
Potholing
Mapping
GPR



Date:
Technician:
Project Name:
Project Address:
C Below Project No.

January 1, 2019
Chris Loera
C Below Pothole Report
8500 Hellman Ave. Eastvale, CA 92880
12-1234



www.cbelow.com

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Date: January 1, 2019
Technician: Chris Lucas
Project Name: C Below Polehole Report
Project Address: 8500 Holliman Ave. Escondido, CA 92089
C Below Project No. 12-1234

Project Summary

No.	Utility	Size (in)	Material	Top Depth (ft)	Direction	Location	Surface
1	Storm	8	Concrete	4.05	E-W	West Street Shelter Between Road and Parking Lot North End of Huntington Building	Soil
2	Water	30	Concrete	2.70	N-S	East of 4404 West 1st St., at Center of Mountain View St.	Asphalt
3	Dry Hole	N/A	N/A	N/A	N/A	South Street on Mountain St. at 1st St. Intersection	Asphalt
4	Storm Drain	(3) 4	Plastic	0.78	E-W	North West of Needham Chapel on Concrete Sidewalk	Concrete
5	Water	30	Traverse	3.85	E-W	Street Street on Elm Ave. in 971 Lane, West of San Antonio St.	Asphalt

Comments: Top depth is measured from ground surface to top of utility. Poleholes were performed at locations specified by the client. Utility size and material are based on visual evidence and may vary.



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POTHOLING DATA SHEET

14280 EUCLID AVE., CHINO, CA 91710
OFFICE: (909) 902-3508
FAX: (909) 902-8528

Technician Name Chris Leers	Date 01/01/2008	C Below Project No. 23-1234
Project Name C Below Pothole Report	Project Address 8820 Hoffman Ave. Eastvale, CA 92880	
Client Company C Below	Checked Ashley Salinas	
Pothole No. 1	Location West Street Shoulder Between Road and Parking Lot, North East of Huntington Building.	

Station Type: **Spot**

Profile View (not in use)
Measured (Distance from Pothole Surface)

Thickness: **3.50** (in)

Top: **4.50** (in)

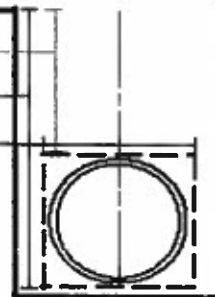
Bottom: **8.25** (in)

Size: **8** (in)

Depth: **Cover**

Material: **Concrete**

Direction: **SW**



Notes:

Encountered hard soil condition at pothole location.

PHYSICAL SWING TIE INFORMATION											
No.	Station ID	SR	Post-Permanent Stationing Point	No.	Station ID	SR	Post-Permanent Stationing Point	No.	Station ID	SR	Post-Permanent Stationing Point
1	45.57	N	Street Light #1	2	74.25	SW	Street Light #2	3	28.00	SW	Charles Road

LOCATION DETAIL		





BELOW

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No.	Utility	Size (in)	Material	Top Depth (ft)	Direction	Location	Surface
1	Sewer	18	Concrete	4.88	S-W	West Mixed Shoulder Between Road and Parking Lot, North East of Harrington Building.	Soil

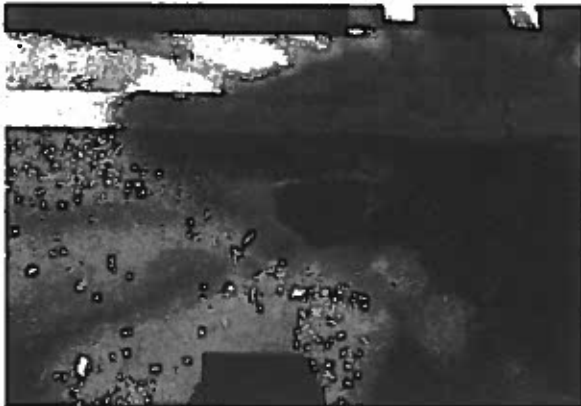


Photo 1

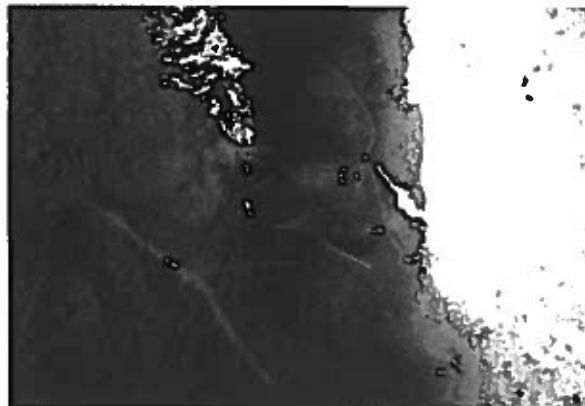


Photo 2

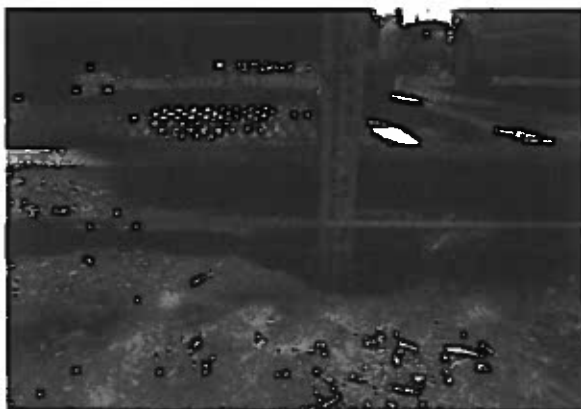


Photo 3

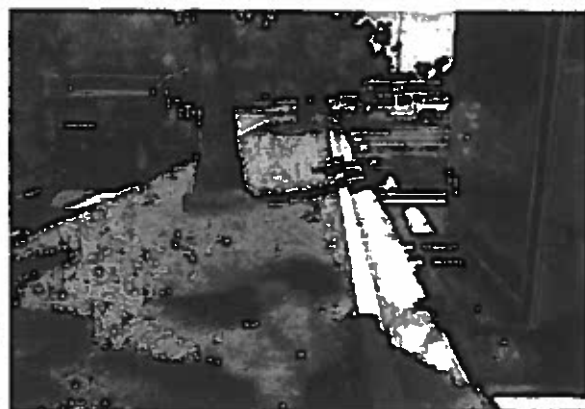
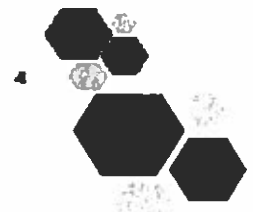


Photo 4

Comments:

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SUBSURFACE IMAGING

POTHOLING DATA SHEET

14280 EUCLID AVE., CHINO, CA 91710
OFFICE: (909) 803-8888
FAX: (909) 803-8888

Technician Name Chris Lewis	Date 01/01/2015	C Below Project No. 13-1234
Project Name C Below Pothole Report	Project Address 8800 Hoffman Ave. Eastvale, CA 92880	
Client Company C Below	Contact Ashley Salinas	
Pothole No. 1	Location East of 4400 W 5th St., At Center of Mountain View St.	

Surface Type: Asphalt	Profile View (not to scale) Measured Distance from Finished Surface	Notes: Potholes performed on client specified location per USA markings.
Thickness: 0.45 (feet)		
Top: 2.70 (feet)		
Bottom: 3.20 (feet)		
Size: 30 (in)		
Utility: Water		
Material: Concrete		
Direction: N-S		

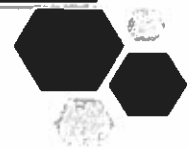
PHYSICAL SWING TIE INFORMATION											
No.	Station (ft)	St.	From/To	Station (ft)	St.	From/To	No.	Station (ft)	St.	From/To	Station (ft)
1	20.50	SE	End of Pothole Pond	2	14.00	W	From of Cut	3	17.20	SW	Start of Cut

LOCATION DETAILS		

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4

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CONSULTANT AGREEMENT

THIS AGREEMENT is made this **27** day of **April 2021**, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **T2 UES, Inc. dba T2 Utility Engineers**, a Delaware Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated **April 27, 2021**.
2. CITY desires to utilize the services of CONSULTANT to provide **ON-CALL SUBSURFACE UTILITY SERVICES**.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this Agreement until compensation reaches the not to exceed amount or sooner terminated per Section 3.5
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto as **Exhibit A** and incorporated herein by reference. CONSULTANT agrees that is provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** Compensation under this Agreement shall be per fee schedule included in the Proposal.
 - 3.2 **Not to Exceed.** Compensation under this Agreement shall not exceed **\$250,000**.
 - 3.3 **Payment.** For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required.

- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 Termination. CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty-(30) days written notice of termination to the other party. If CITY terminates the project, then the provisions of paragraph 3 shall apply to that portion of the work completed.

4. Insurance Requirements

- 4.1 Commencement of Work CONSULTANT 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.
- 4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- a) Commercial general liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;
 - b) Automobile liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy,

professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT 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, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT 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, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT 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 understood and agreed that CONSULTANT, including CONSULTANT's employees, shall act and be independent contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship of employer-employee exists between the parties. CONSULTANT's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue to, or are payable to, CITY employees, and CONSULTANT shall so inform each

employee organization and each employee who is hired or retained under this Agreement. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of CONSULTANT or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to CONSULTANT's assigned personnel.

8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement, if any, 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. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement. In the event any of CONSULTANT'S work product documents are subsequently modified in any respect without CONSULTAT'S involvement and oversight, CITY hereby agrees to release, indemnify and hold CONSULTANT, its officers, employees, consultants and agents harmless from and against any claims or damages arising from the modification of said documents.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

**T2 Utility Engineers
Matt Tomanek, Manager/Coordinator
5622 Research Drive
Huntington Beach, CA 92649**

(b) Address of CITY is as follows (with a copy to):

Engineering:
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

City Attorney
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT 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 CONSULTANT 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 CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT 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 CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and

omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

18. **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.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, 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 ("Losses"), to the proportionate extent arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S duly appointed agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. In the event Losses were also caused in part by the acts or omissions of another party or any third party, the CONSULTANT shall only be liable to the proportionate extent Losses were caused by the acts or omissions of the CONSULTANT.

NOTWITHSTANDING THE FOREGOING, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF PRODUCT OR LOSS OF USE, WHETHER THE LIABILITY IS BASED ON AGREEMENT, NEGLIGENCE, TORT OR OTHERWISE.

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 CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties

24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"CITY"
CITY OF GARDEN GROVE**

Dated: _____, 2021

By: _____
City Manager

ATTEST

**"CONSULTANT"
T2 Utility Engineers**

City Clerk

By: 
Title: Branch Manager

Dated: _____, 2021

Dated: April 7, 2021

APPROVED AS TO FORM:

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


Garden Grove City Attorney

Dated: 4-13, 2021

**RESOLUTION OF THE DIRECTORS OF
T2 UES, INC.
APPOINTMENT OF OFFICERS**

The undersigned, being all of the members of the Board of Directors (the "Board") of **T2 UES, INC.**, a corporation dully incorporated in the State of Delaware, with the principal place of business at 7217 E. 87th Street, Indianapolis, IN 46256 (the "Corporation"), at the meeting of the Board of Directors conducted on March 2, 2021, have consented and agreed and by these presents do consent to, affirm, ratify and adopt the following actions and resolutions of the Company.

RESOLVED THAT:

1. The resignation of **John Harter** as Assistant Vice President of the Corporation is accepted.
2. The resignation of **James Hart** as Assistant Vice President of the Corporation is accepted.
3. Upon motion dully made and seconded, the following persons are elected and confirmed to be the Officers of the Corporation:

Craig Snyder	President
Dennis Mitchell	Treasurer / CFO
Victoria F. Nemeth	General Counsel and Secretary
Michael Woods	Vice President
Daryl Thie	Vice President
Robert Ramsey	Vice President
Suzanne McCain	Assistant Vice President
Keith Furukawa	Assistant Vice President
Michael Picha	Assistant Vice President
Glen Robison	Assistant Vice President
Anthony DiMarino	Assistant Vice President
Aiden Deegan	Assistant Vice President
Ken Slaninka	Assistant Vice President
Franklin Hudgins	Assistant Vice President
Travis Bix	Assistant Vice President
Matthew Tomanek	Assistant Vice President
Christopher Proulx	Assistant Vice President

The foregoing Resolutions are consented to by all of the Directors of the Corporation.

Effective March 2, 2021.



Craig Snyder



Michael Woods



Daryl Thie



Robert Ramsey

EXHIBIT A

**Proposal for City of Garden Grove
On-Call Subsurface Utility Services**



T2 Utility Engineers
5622 Research Drive
Huntington Beach, CA 92649
www.T2ue.com

March 12, 2021

City of Garden Grove, Public Works Department
Attention: Ms. Rebecca Li
Senior Civil Engineer
13802 Newhope Street, PO Box 3070

RE: Proposal for On-Call Subsurface Utility Services

Dear Ms. Li and Members of the Selection Committee:

T2 UES, Inc. d/b/a T2 Utility Engineers (T2ue) appreciates the opportunity to submit our proposal and qualifications to the City of Garden Grove (City) for Subsurface Utility Services. T2ue understands the City is seeking consultants to provide Subsurface Utility Investigation services to prevent underground utility conflicts during water main installation construction on an on-call basis.

Our proposal highlights T2ue's Subsurface Utility Engineering (SUE) Investigation capabilities, project team organization, staffing resumes, relevant project experience, references and our team's understanding of the City's needs and approach to performing the required services.

T2 UES, Inc. d/b/a T2 Utility Engineers (T2ue) is a C Corporation incorporated in the state of Delaware on June 11, 2019.

T2ue offers the following key benefits:

- Key proposed staff have continually stood at the forefront of the SUE profession and the American Society of Civil Engineers (ASCE) Standards development, industry practice development, technology investment, project execution and contract delivery. Our staff looks forward to bringing the same level of commitment to the City.
- Professional personnel with extensive experience in providing as-needed consulting services for municipal on-call contracts for SUE-related projects. T2ue staff currently perform SUE services for 33 on-call contracts in the West for various state Departments of Transportation (DOTs), municipalities and public works departments. Key team members have successfully completed numerous SUE assignments while satisfying program and project goals.
- In-depth understanding of geophysics enables our team to develop solutions and choose the appropriate tool for the job to complete a site investigation using the ASCE 38-02 Standard.

Thank you for taking the time to review our qualifications. Please contact me if you have any questions or need additional information.

Sincerely,

T2 UES, Inc. d/b/a T2 Utility Engineers

A handwritten signature in black ink, appearing to read 'Matt Tomanek'.

Matt Tomanek
Resource Manager/Coordinator
matt.tomanek@t2ue.com



Authorized Representative:

Matt Tomanek
Resource Manager/Coordinator
5622 Research Drive
Huntington Beach, CA 92649
714-487-5780 (phone)
matt.tomanek@t2ue.com



T2ue's team is ready to perform Subsurface Utility Services for as-needed tasks in accordance with the ASCE 38-02 Standard

T2ue's proposal is valid for a minimum of 90 days.



Proposal for City of Garden Grove On-Call Subsurface Utility Services



Firm Information

T2 UES, Inc. d/b/a T2 Utility Engineers has extensive experience with providing Subsurface Utility Engineering (SUE) expertise for local cities, counties, municipalities and state Departments of Transportation (DOTs) throughout the US and Canada. Our professional staff and project managers have successfully completed numerous subsurface utility investigations for projects of varying size and complexity while satisfying program and project goals.

Introduction

T2 Utility Engineers (T2ue) provides a full range of utility engineering services, including subsurface utility engineering (SUE), advanced geophysics, test holes/potholing, surveying, and utility coordination to support Infrastructure projects. T2ue staff offer experience and expertise with managing projects of all sizes, from single day investigations to large-scale billion dollar infrastructure projects for public and private clients. T2ue professionals are recognized leaders in managing the risks associated with above-ground and sub-surface utilities.

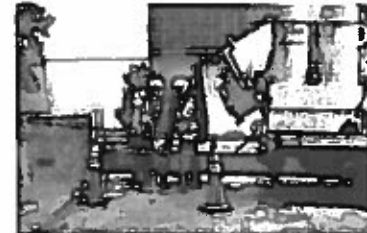
T2ue has 30+ offices across the US and Canada and can quickly mobilize resources for as-needed projects. T2ue retains a vast array of geophysical and designating equipment and one of the largest fleets of SUE vehicles (60 air-vacuum excavation trucks; 22 in the West) in the world. T2ue has 35 SUE crews with 44 field technicians in the West, and 135 SUE crews and 36 utility coordinators nationwide available to respond quickly to your project needs.

Areas of Expertise

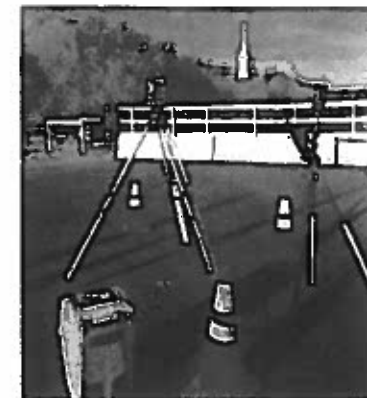
- Non-destructive vacuum excavation
- Test Holes (potholing)
- Condition Assessment/Rehabilitation
- Geophysical Investigations
- Multi-Channel Ground Penetrating Radar (MCGPR)
- CCTV Sewer Assessments
- Surveying
- Terrestrial and Mobile LiDAR
- 3D underground imaging and mapping
- Utility Conflict Resolution
- Utility Coordination

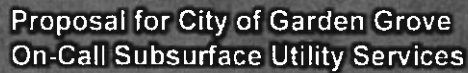
T2ue professionals provide innovative and sustainable solutions that deliver lasting value. T2ue has worked with numerous municipalities and knows how to effectively execute project assignments utilizing proper staffing. Proposed staff have extensive experience working together on municipal projects and delivering SUE services in accordance with the American Society of Civil Engineers (ASCE) Standard 38 (ASCE 38-02).

No learning curve! T2ue staff have a proven record of successfully managing municipal on-call contracts and performing SUE consultation services to facilitate the needs of the public. This expertise ensures your confidence that T2ue is the qualified consultant to deliver as-needed tasks.



Locally, T2ue has 3 air-vacuum excavation trucks and 4 designating trucks, each equipped with a minimum of 5 instruments of electromagnetic detection and GPR equipment.





Leading with Technology

- **In-depth understanding of geophysics** enables T2ue's team to analyze problem areas quickly, develop solutions, choose the appropriate tool for the job and complete a thorough site investigation using the ASCE 38-02 Standard as the basis for our work and procedures.
- **Local knowledge and experience** in Southern California, Orange County, and Garden Grove. T2ue completes dozens of SUE projects, including hundreds of potholes, in Southern California each year. Each jurisdiction has their own requirements and expectations.
- **Experience with the collection of critical existing utility data** is essential for effective project planning, design and construction. If conflicts are identified up-front, appropriate mitigation and relocation measures can be instituted in advance of the construction phase, resulting in condensed schedules and reduced costs. A big issue associated with projects is poor utility base mapping derived from only record information. Existing records from legacy facility maps are not always sufficient and may include changed locational references, lost paper records, unrecorded utilities or lack of installation details. This is why T2ue utilizes the ASCE 38-02 Standard.
- **Unsurpassed knowledge of the ASCE 38-02 Standard.** T2ue staff utilize the CI/ASCE 38-02 Standard for collecting and depicting the existing utilities to build the highest quality utility map that includes an iterative field investigation. The ASCE 38-02 was developed to mitigate risk associated with the existing utilities by taking the uncertainty of the information and depiction of the existing utilities. It sets a standard on how to conduct field investigations and utilize records to properly map existing utilities. ASCE-38 sets forth an investigative procedure that results in utility depictions that clearly indicate the source and reliability of the utility information.

This investigation and mapping, as part of the ASCE 38-02, leads to our technicians typically finding 40% to 60% more utilities than documented on records and allows our team to build a complete/accurate utility base map to aid in the design process and reduce negative impacts during construction.



T2ue uses the most appropriate technology for each project to increase the accuracy of the utility data, including:

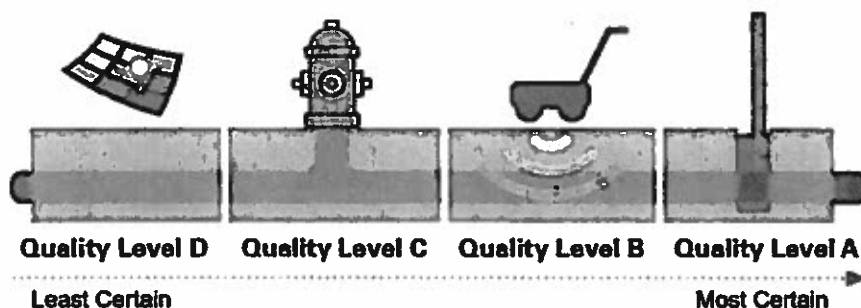
- **Stream EM**, a MCGPR solution dedicated to utility locating and mapping
- **Stream C**, a compact array solution for real-time 3D mapping of underground utilities and features
- **LiDAR Scanning** of roads, interchanges and bridges for precise 3D mapping to be merged with SUE data to support 3D engineering designs



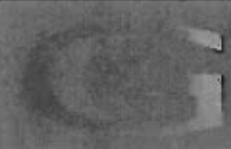
Knowledge of ASCE

The ASCE 38 Standard came out of the burgeoning practice of SUE and was spearheaded by T2ue's former Global Practice Leader Jim Anspach, and assisted by other industry professionals. The core of the ASCE 38 Standard is providing a way of qualifying the uncertainty of utility locations through Quality Levels. The four ASCE quality levels are:

Subsurface Utility Engineering Quality Levels



It is imperative that the investigation, from research to field and office work, will all be overseen and performed under the direction of a licensed PE. T2ue has the professional resources, expertise and qualified staff to accomplish that goal.



Proposal for City of Garden Grove On-Call Subsurface Utility Services



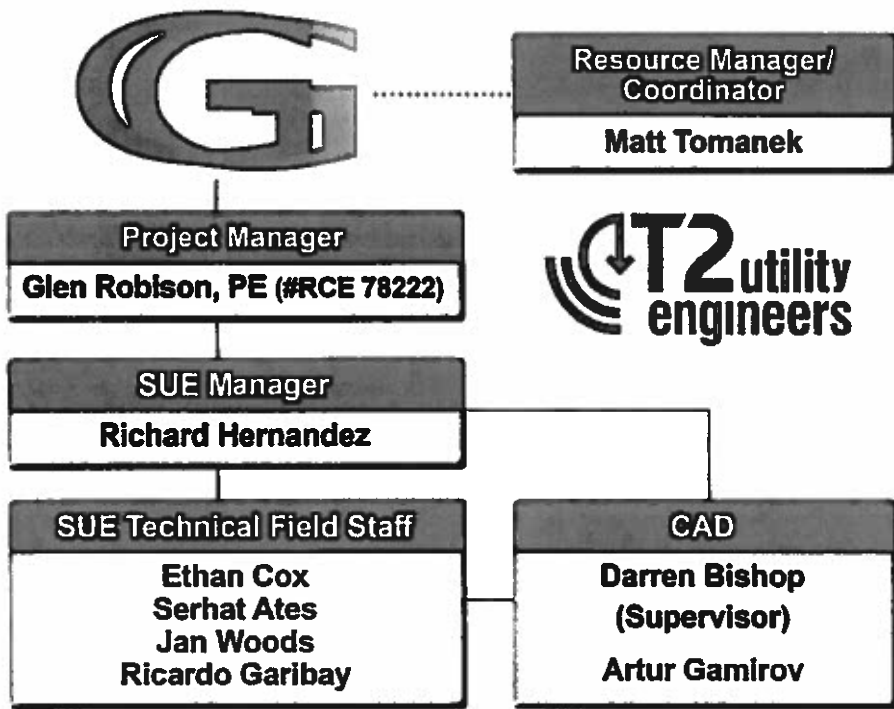
- **Quality Level D (QLD):** Record information which may include details that indicate the presence of a utility. The least certain information for a location of a utility.
- **Quality Level C (QLC):** Surveyed surface features reconciled to record data OR (in the PE's judgement) the uncertainty of the location does not warrant a QLB designation.
- **Quality Level B (QLB):** Geophysical techniques reconciled to record information, surface features, knowledge of utility systems and professional judgement.
- **Quality Level A (QLA):** Physical exposure of utility and locating to project coordinate system. The most certain information regarding a subsurface utility.

T2ue will utilize and follow the ASCE 38-02 Standard for collecting and depicting the existing utilities.



Organization, Staffing Resumes and Project Experience

Project Team Organization



In all cases, any Quality Level depicted is a judgement by a PE of the achieved level of certainty for the location and character of the utility, and carries with it the liability associated with any professional opinion.



Team Member	Project Role	Resides	With Firm	Professional Registration
Matt Tomanek	Resource Manager/Coordinator	Garden Grove	14 years	Class A Contractor #1062038
Glen Robison, PE	Project Manager	Fountain Valley	3 years	CA PE #C78222
Richard Hernandez	SUE Manager	Garden Grove	8 years	
Darren Bishop	CAD Supervisor	Long Beach	3 years	

Resumes with qualifications and experience for key staff are included on the following page.



Proposal for City of Garden Grove
On-Call Subsurface Utility Services



Staffing Resumes

Matt Tomanek

Resource Manager/Coordinator

Years of Experience: 15 with firm; 15 total

Education:

MS/BS, Environmental Engineering



Matt will direct activities to ensure budget, schedule and quality control, allocate appropriate resources and regularly communicate project status. He has over 15 years of experience in project initiation and coordination, contract management, construction management, site assessments, subsurface utility investigations, water and vapor treatment system and distribution design and implementation, technical report preparation and review, permitting and permit compliance and remedial corrective actions.

Matt's relevant SUE experience includes:

- LACCD, District-wide Energy Efficiency/Utility Infrastructure Project, CA
- OCSD Newhope-Placentia Sewer Trunk Replacement SUE, Lee & Ro
- OCSD Rehabilitation of Western Regional Sewers, SUE, AECOM
- Pier G Subsurface Utility Engineering, Port of Long Beach
- Pier B On-Dock Rail Support Facility Program SUE, Port of Long Beach
- I-10 Widening Utility Investigation, Caltrans District 7
- City of Burbank Force Main Utility Investigation, Lee & Ro
- SMUD, Downtown Riverfront Streetcar Project, Sacramento, CA

Glen Robison, PE

Project Manager

Years of Experience: 4 with firm; 17 total

Education:

BS, Civil Engineering

Registrations:

PE: CA #RCE 78222

NASSCO P/L/MACP:

U-0120-70308258



Glen is experienced in all aspects of utility investigations including research, mapping, field investigations, survey, design and deliverable production. He has 17 years of civil engineering expertise including due diligence, design and project management. Glen specializes in SUE, land development, site design, water quality management plans, road widening/rehabilitation, storm drain/drainage, water/sewer facilities, signing/stripping, retaining walls and traffic handling for private and municipal agencies. His relevant experience includes:

- LACCD, District-wide Energy Efficiency/Utility Infrastructure Project, CA
- Metropolitan Water District, Iron Mountain Pumping Plant, Sablon, CA
- San Diego Gas & Electric, Granite Hills, CA
- Circle Way Storm Drain and Site Improvement, Laguna Beach, CA
- Nash Avenue Waterline Replacement, Downey, CA

Richard Hernandez SUE Manager

Years of Experience: 9 with firm; 20 total

Education:

BA



Richard oversees Field Operations for SUE and utility coordination projects for T2ue throughout California, including permit acquisitions. He has maintained contracts with the Los Angeles County Department of Public Works, Port of Long Beach, Orange County RMDM and Port of Los Angeles for utility investigations. Richard has over 20 years of experience providing project management and supervision on SUE and utility coordination projects throughout California. His expertise is in all aspects of utility investigation including using various electronic designating/sounding instruments (Radio-Detection, Seek-Tech, Metro-Tech and multiple GPRs).

Technical Staff



Field Staff:

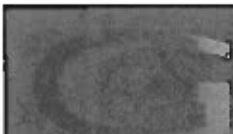
Ethan Cox
Serhat Ates
Jan Woods
Ricardo Garibay



CAD:

Darren Bishop
Artur Gamirov





Proposal for City of Garden Grove On-Call Subsurface Utility Services



Project Experience

T2ue is a leader in the SUE industry and a trusted advisor for ASCE 38-02 Standard. With safety of the public in mind, T2ue project managers and team members work diligently to ensure the accuracy and completeness of subsurface utility investigations. The projects presented below represent T2ue's relevant SUE experience utilizing the CI/ASCE 38-02 Standard.

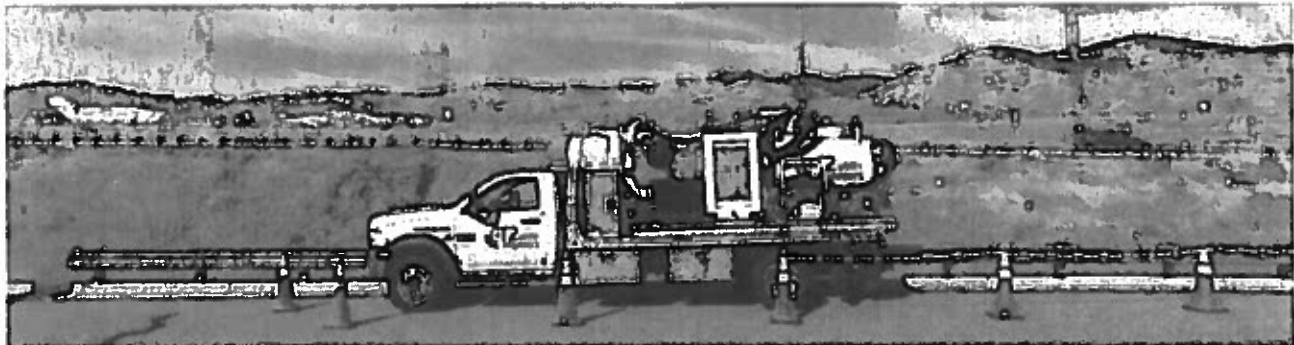


Los Angeles County Dept. of Public Works (LACDPW), As-Needed Exploratory Subsurface Excavation Services, Los Angeles, CA (2017 to 2019)

T2ue provided utility designating and SUE (potholing) services (ASCE 38-02 Quality Levels B and A) for LACDPW on multiple public works projects. Tasks involved site assessments, coordination with client, stakeholders, utility companies/inspectors, permitting, traffic control, utility designating, potholing and deliverable production.

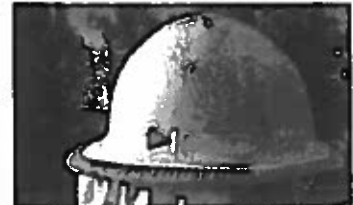
Reference

Project Owner/Client:	Los Angeles County Department of Public Works (LACDPW)
Contact, Phone, E-mail:	Gus Nakhoul, 626-458-3124, gnakhoul@dpw.lacounty.gov
Client Address:	900 South Freemont Avenue, Alhambra, CA 91803
Services:	SUE; As-Needed Exploratory Subsurface Excavation
Fee; Dates:	\$5 million; 2017 to 2019
Key Staff:	Matt Tomanek, Richard Hernandez



Los Angeles Community College District (LACCD), District-wide Energy Efficiency and Utility Infrastructure Project, Los Angeles, CA (2018 to 2020)

To maximize taxpayers' dollars, LACCD implemented a District-wide "Utility Mapping and Conditions Assessments" program. T2ue provided complete Underground Utility Systems surveying and comprehensive mapping of existing wet and dry utilities to update and obtain accurate data for future site development, District archiving and access to accurate campus infrastructure records. The project covered 1 future and 9 current campuses with over 800 acres that were designated and 1,200 test holes (potholes) completed.



As the prime consultant, T2ue oversaw the condition assessment and Topo survey, and self-performed the utility locating and mapping. The project was completed with very tight time constraints and within budget.

Reference

Project Owner/Client:	Build-Los Angeles Community College District Program Management Office
Contact, Phone, E-mail:	Johnson Nee, Design Manager, 323-980-2625, johnson.nee@build-laccd.org
Client Address:	1055 Corporate Center Drive, Monterey Park, CA 91754
Services:	SUE
Fee; Dates:	\$12.6 million; 2018 to Present
Key Staff:	Matt Tomanek, Glen Robison



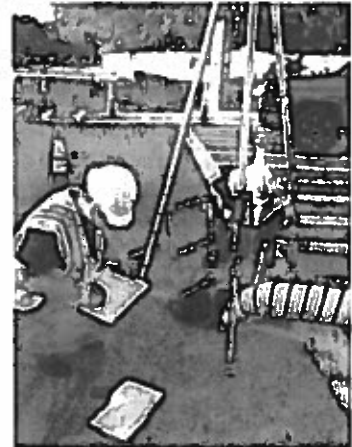
**Proposal for City of Garden Grove
On-Call Subsurface Utility Services**



Orange County Sanitation District (OCSD)/AECOM, Project 3-64, Rehabilitation of Western Regional Sewers, Orange County, CA (2016 to Present)

This project includes the rehabilitation and reconstruction of the entire length of the Orange Western Sub-trunk, Los Alamitos Sub-trunk, Westside Relief Interceptor and Seal Beach Boulevard Interceptor. The sewer lines are located in the western most portion of the OCSD service area including the Cities of Anaheim, Cypress, Los Alamitos, Seal Beach and La Palma. The project is approximately 16 miles and includes 217 manholes. The project will extend the service life of the sewer system by an additional 50 years. T2ue is providing SUE in accordance with ASCE 38-02 to support the design of the sewer rehabilitation including records research and the creation of the utility base map (Quality Level D), geophysical utility investigation, survey (Quality Levels C and B) and test holes (Quality Level A).

The utility investigation includes 30,000 LF of designating and up to 1,000 test holes. Information obtained during the field investigations and surveys will be used to update the Utility Map and qualify the depicted alignments. Deliverables include Utility Plan Sets, AutoCAD Civil 3D files and Test Hole Data Reports.



Reference

Project Owner/Client:	Orange County Sanitation District (OCSD)/AECOM
Contact, Phone, E-mail:	Keith Campbell, PE (AECOM), 559-906-2464, keith.campbell@aecom.com
Client Address:	300 S. Grand Avenue, Suite 800, Los Angeles, CA 90071
Services:	SUE for Rehabilitation of Western Regional Sewers
Fee; Dates:	\$2.6 million; 2017 to Present
Key Staff:	Matt Tomanek, Richard Hernandez

OCSD/Lee & Ro, Project 2-72 Newhope-Placentia Trunk Sewer Replacement, Orange County, CA (2015 to 2017)

This project increases the upper reaches of the existing Newhope-Placentia Trunk Sewer to provide additional capacity for future flows projected with new development and abandonment of the Yorba Linda Pumping Station including the wastewater disposal company sewer originally constructed in the early 1900s and is now owned by OCSD. The project includes 34,800 LF of pipe, 18" to 36" VCP and 48" to 42" RCP within State College Boulevard from Cal State Fullerton campus to Angel Stadium. T2ue provided full SUE to support design of the Newhope-Placentia Trunk Sewer Replacement including utility records research, mapping and potholing (ASCE 38-02 Quality Levels D, C, B and A). Crews designated/mapped utilities in 7 miles of State College Blvd. (Anaheim and Fullerton) and completed over 400 test holes. T2ue delivered Utility Base Maps identifying subsurface utility alignments, ASCE 38 Quality Levels of alignments, Test Hole Data Sheets and Photo Logs.



City of Fresno/Blair, Church & Flynn, Water and Sewer Design Projects, Fresno, CA (2015 to 2018)

T2ue staff provided SUE (potholing) services (ASCE 38-02 Quality Levels B and A) to map the horizontal and vertical position of underground utilities to support design of water, sewer and reclaimed water design projects. Utilities located include petroleum, data transmission, telephone, gas, electric, water and sewer pipelines. T2ue's team completed over 600 (Quality Level A) test holes.



**Proposal for City of Garden Grove
On-Call Subsurface Utility Services**



SMUD, Downtown Riverfront Streetcar Project, Sacramento, CA (2015 to 2018)

T2ue staff led utility engineering services on this Sacramento Municipal Utility District (SMUD) project that involved 3.3 miles of transit lines from Civic Center to Midtown. Streetcar stations were spaced every few blocks and two maintenance facility sites are located along the alignment.

T2ue crews provided SUE services for approximately 150,000 LF of existing utilities including locating, surveying and mapping (Quality Levels D, C and B). Civil 3D was utilized to process field data, generate a Subsurface Utility 3D Model and incorporate 3D elements of existing pipes. This was completed after the pipes were exposed by vacuum excavation. The field data was compiled in the office with CADD, incorporating depth, size and invert data. T2ue staff also performed conflict analysis, utility coordination and non-destructive vacuum excavation (Quality Level A) of over 125 test holes within a highly congested area of downtown Sacramento.



Port of Long Beach, On-Call SUE Services & Utility Locating, Long Beach, CA (2013 to 2019)

T2ue staff provided electronic designating, ground penetrating radar (GPR), locating (potholing), and utility mapping services. Crews also provided soil sampling services due to contamination issues. T2ue's services were completed on time and within budget. Over 40 projects were completed.

Reference

Project Owner/Client:	Port of Long Beach Engineering Design Division
Contact, Phone, E-mail:	Miguel Hernandez, PE, Chief Harbor Engineer/GIS Supervisor, 562-972-8920, Miguel.Hernandez@polb.com
Client Address:	4801 Airport Plaza Drive, Long Beach, CA 90815-1263
Services:	SUE; Utility Locating
Fee; Dates:	\$3 million; 2013 to 2019
Key Staff:	Matt Tomanek, Richard Hernandez

Port of Long Beach, Pier B On-Dock Rail Support Facility Program, Long Beach, CA (2015 to 2017)

The Port of Long Beach is reconfiguring, expanding and enhancing the existing Pier B rail facility located southwest of West Anaheim Street and the 710 Freeway. The improved facility will support more efficient use of "on-dock" rail at the Port's shipping terminals, which will ease roadway traffic congestion and improve air quality. 171 acres will be impacted during construction. T2ue staff provided full SUE services to support design of this major new rail system for Pier B, including utility designating, survey, and test hole services (ASCE 38-02 Quality Levels D, B, C and A). The scope included investigation and mapping of over 400,000 LF of subsurface utilities, survey of the designated utilities and preparation of ASCE 38-02 compliant deliverables. Following review of the updated Utility Map, the decision was made to complete utility trenches in place of traditional test holes, due to extremely heavy utility congestion. T2ue crews completed 10 utility trenches, ranging from 80' to 120' in length, to obtain precise horizontal and vertical utility position information, across major cargo transportation roadways.



T2ue staff successfully overcame several project challenges including coordination and scheduling with the Port, traffic control, tenants and stakeholders to minimize disruption to operations; safe implementation of traffic control setups and field work in highly congested areas; and restricted work times requirements.

References

T2ue has extensive experience with managing SUE projects for municipalities with similar needs relevant to this SUE contract. References for T2ue's SUE contracts are included with our Project Experience above.

Proposal for City of Garden Grove On-Call Subsurface Utility Services



Understanding of the City's Needs and Approach to Performing the Required Services

T2ue's general approach to SUE investigations begins with a thorough site reconnaissance and records research effort to provide the foundational information for our team to start the investigation. Using this information, our team will work with the City to fine-tune the scope, investigation limits and ASCE 38 Quality Levels to match the existing site conditions and proposed design.

After the record information is finalized, T2ue will:

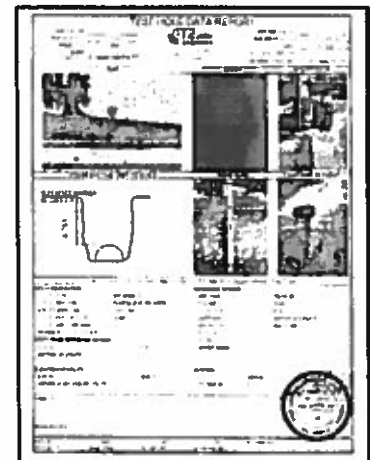
- Send a crew trained with a suite of geophysical tools to the site to collect information related to known and unknown utilities that may be present.
- Survey all of the paint markings and surface appurtenances using the survey control covering the site.

After the utility data has been collected and verified in the field, T2ue's team will review the completeness and quality of the data in the office using all of the field notes, electronic field sketches, surveying and engineering maps and utility atlases to ensure that an achieved Quality Level (QL) has been depicted for each utility segment, in accordance with ASCE 38.

In instances where QLB cannot be obtained on a particular utility or segment, appropriate notes and depiction of information will be added to the drawing. A similar approach is taken for QLA test holes. All of the information from the records research, geophysical investigation, and survey data is compiled into a CAD file in the preferred format to create one base file of utility information. This QLB deliverable serves as the basis for design decisions and conflict analysis moving forward.

QLA test hole locations are determined based upon this information after a review with the design team and City staff to identify areas where there is need to physically expose the utility, using air/vacuum excavation, for precise location and character.

Test holes are documented on a Test Hole Data Report (see example in the right column) that identifies the depth, size, and material of the utility and documents pavement thickness and any other subsurface abnormalities discovered in the excavation. Photos are included showing the test hole location on the surface and the exposed utility. Each test hole is assigned a unique identifier, shown graphically on the utility plan set in its actual surveyed location with corresponding identifier.



Proposal for City of Garden Grove On-Call Subsurface Utility Services



A typical scope work plan for a SUE project may follow the outline below.

Scope of Work: SUE Investigation Approach

Issues Resolution and Technical Innovations

The ASCE 38 Standard and the practice of SUE was created as a method for addressing utility related issues on projects and reducing the level of risk utilities pose to a successful project delivery. By adhering to the Standard and embracing innovations in the industry, utility risks can be managed effectively to keep schedules and budgets stay on track.

Municipal projects experience various issues that can have adverse effects on the outcome of the project. Unknown utilities present a major risk to projects in terms of schedule. When unknown utilities are discovered in the field during construction, all activities are generally halted to determine what the utility is and the extent of the impact to the project. If it is a major utility that will need to be relocated the project budget can increase considerably. To address this risk, T2ue's SUE investigation practice is to perform sweeps across the site using various geophysical tools specifically used to locate unknowns. T2ue crews find 40% to 60% more utilities using our team's approach than would be found using DigAlert and records alone.

Another issue posed by utilities is utility conflicts. T2ue's team encourages the SUE investigation to be performed as early as possible in the project development cycle, typically when the topographic survey is completed. This enables the design team to design around existing utilities or for the utility coordination team to get a head start on identifying conflicts and planning relocations early. Utility relocations can take years to finish. Starting early and basing decisions on a complete utility investigation will aid in lowering overall project costs. Many other risks, uncertainties, and additional costs may arise if these conflicts are not properly addressed.

To ensure risks are managed and mitigated, T2ue stays at the forefront of innovation in the industry, both in terms of technology and approach. Our goal is to collaborate with the City to offer new innovative ways of performing utility investigations including pavement restoration technologies, industry trends in condition assessment for existing utilities, asset management, and utility repository consultation.

Innovative Technologies and Techniques

In addition to T2ue's full suite of geophysical equipment, we offer a host of innovative technology, services, and approaches to utility investigations. Although not applicable for every project, our expertise will assist the City with deciding which techniques may be appropriate.



When you work with T2ue you get a single point of contact for all aspects of utility risk management and integrated infrastructure services.



Scope of Work Tasks:

General Requirements:

- Evaluate project site with respect to the scope of work.
- Begin permitting process and preparation of Traffic Control Plans, if needed.
- Complete the utility designating using appropriate geophysical equipment, if scoped.
- Evaluate the results and work with the City to confirm or update pothole locations.
- Delineate the work locations, notify DigAlert, and coordinate site meetings and standbys with facility owners, if needed.
- Complete the potholes and restoration activities in compliance with the Permit requirements.
- Survey designated utilities and potholes, if requested.
- Submit deliverables.

SUE Plan Sheets:

- AutoCAD Civil 3D files with plan set per City Design Standard.
- Plan set requirements outlined in the RFP.
- Plan sets will be stamped, signed and dated by a PE licensed in California.

Quality Levels D, C, B and A Requirements:

- T2ue will perform and provide all of the Quality Level requirements outlined in the RFP Scope of Services and as required by individual projects and locations.

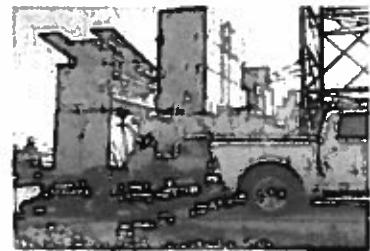


Proposal for City of Garden Grove On-Call Subsurface Utility Services



Perform Advanced Geophysics Investigation

T2ue continues to invest in new and advanced geophysical technologies for utility investigations including Multi-Channel GPR (MCGPR) and with Time Domain Electromagnetic induction (TDEMI). Similar to what a CAT scan has done for the human body, the MCGPR technology has given our team the ability to create a 3D GPR data set and image of the subsurface utility environment georeferenced to the project coordinate system. This technology aids us in identifying unknown utilities early and with minimal effort.



T2ue uses the Stream EM and Stream C (MCGPR) solutions dedicated to utility locating and mapping

- Multi-Channel GPR (MCGPR) is a relatively new technology to the industry. T2ue uses Stream EM and Stream C, which are MCGPR solutions dedicated to utility locating and mapping. These units employ 40 separate channels with double polarized antennas enabling the system to simultaneously gather data both longitudinal and transversal. The high number of antennas increases the quality of the data and allows us to detect utilities at greater depth, even in sub-optimal soil conditions.
- Stream EM and Stream C are equipped with a GPS unit that enables the data set to easily be georeferenced to the project survey datum.
- The system is towed behind a vehicle which permits technicians to gather the GPR data using minimal traffic control – reducing impacts to local traffic and improving field team and general public safety.





Proposal for City of Garden Grove
On-Call Subsurface Utility Services



Fee Schedule

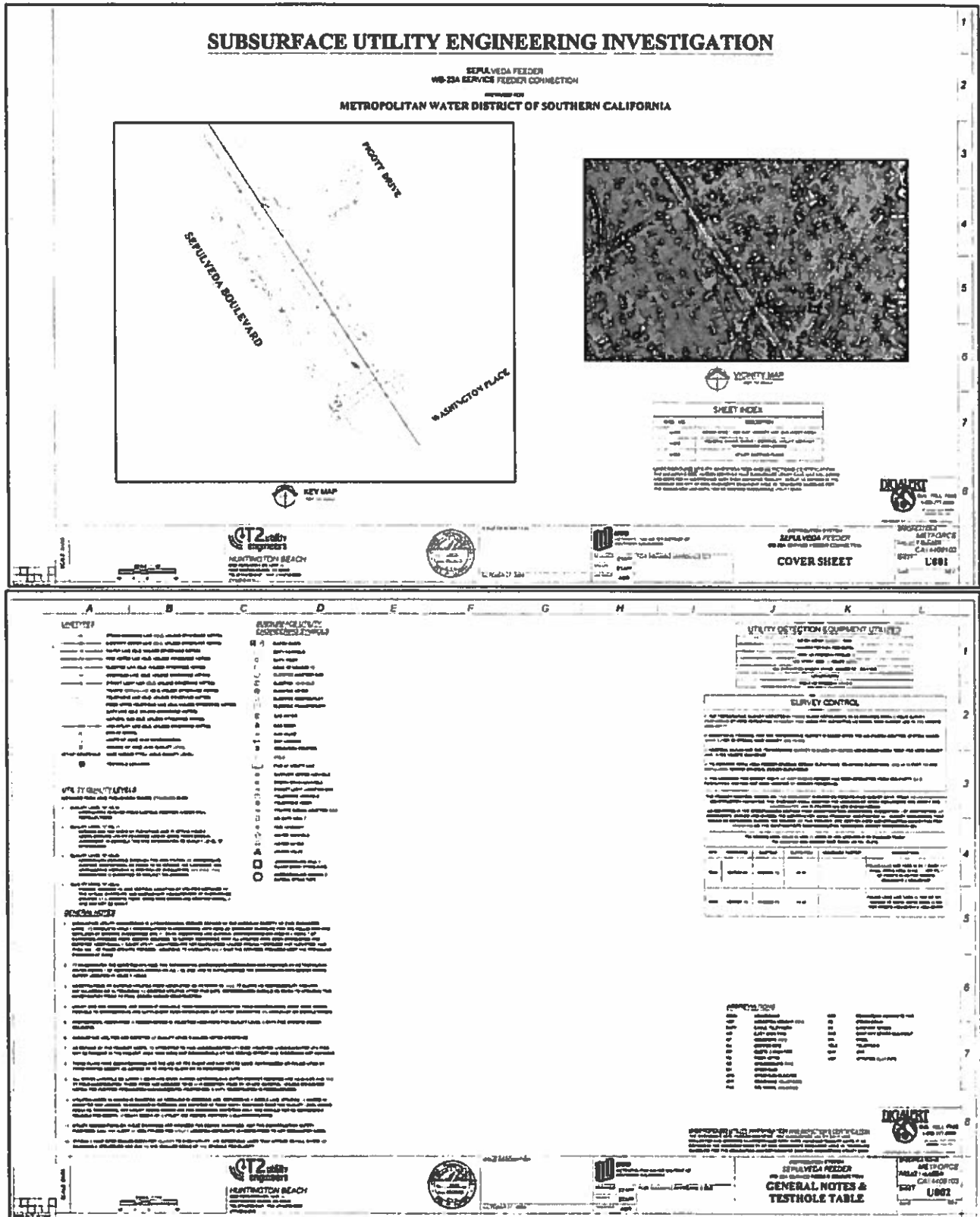
T2 Utility Engineers Rate Schedule - 2021			
Subsurface Utility Engineering Services			
Services	Prevailing Wage	Prevailing Wage OT	Unit
Pothole Under Natural Ground	\$685.00	\$1,025.00	per hole
Pothole Under Paving / Concrete	\$855.00	\$1,365.00	per hole
Pothole Exceeding 8.99 feet in Depth	\$130.00	\$165.00	per foot
Vacuum Excavation Truck, Crew and Equipment	\$425.00	\$510.00	per hour
Utility Designating & Investigation Underground	\$1.15	\$1.48	per foot
Utility Designating & Investigation Overhead	\$0.58	\$0.74	per foot
Utility Designating 2 Man Crew and Equipment	\$335.00	\$440.00	per hour
Utility Designating 1 Man Crew and Equipment	\$210.00	\$260.00	per hour
Concrete / Asphalt Coring	\$205.00	\$225.00	per hour
Survey - 2 Man Crew and Equipment	\$260.00	\$350.00	per hour
Survey - 1 Man Crew and Equipment	\$185.00	\$230.00	per hour
Senior Project Manager	\$205.00	\$205.00	per hour
Project Engineer	\$185.00	\$185.00	per hour
Project Surveyor	\$185.00	\$185.00	per hour
Project Manager	\$145.00	\$145.00	per hour
SUE Manager	\$125.00	\$125.00	per hour
CADD Supervisor	\$120.00	\$120.00	per hour
SUE Supervisor	\$120.00	\$160.00	per hour
SUE Technician	\$120.00	\$160.00	per hour
CADD Technician	\$85.00	\$127.50	per hour
Administrative Support	\$75.00	\$112.50	per hour
Expenses			
Encroachment and Traffic Permits	actual cost		
Subcontractors	cost plus 10%		
Miscellaneous Expenses	cost plus 10%		

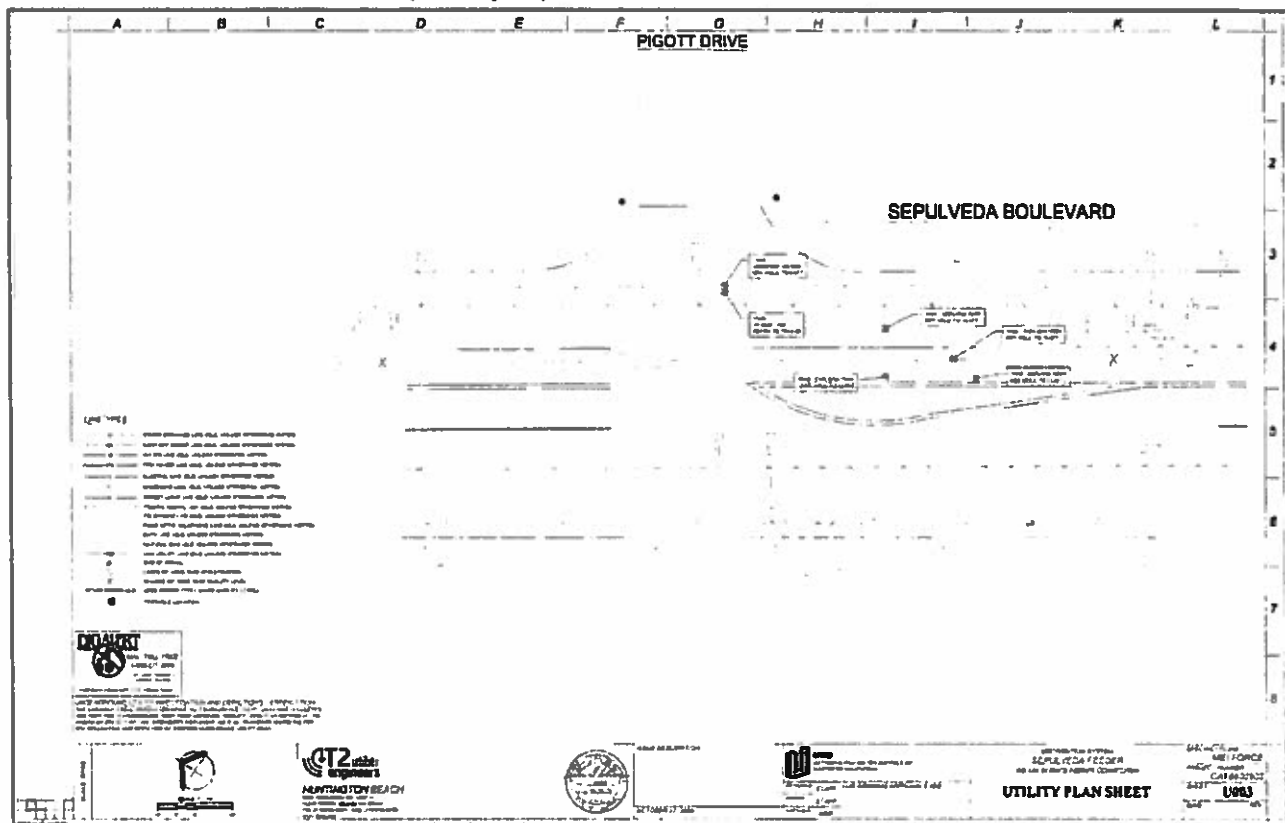
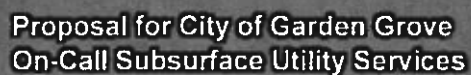


Proposal for City of Garden Grove On-Call Subsurface Utility Services



APPENDIX B: SUE Plan (Sample)





City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of an agreement with the County of Orange to provide forensic services. (Cost: \$633,970) (<i>Action Item</i>)	Date:	4/27/2021

OBJECTIVE

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

BACKGROUND

Since 1996, the City of Garden Grove has contracted with the County for crime scene forensic services. The Orange County Crime Lab provides these services and is the only local forensics lab with the capabilities and logistics to provide all the forensic services required by the Department.

Historically, the Department has entered into five-year agreements with the County of Orange for these services, and the current five-year term expires on June 30, 2021. During the term of the agreement, the Orange County Crime Lab has provided enhanced services and the following County service personnel:

- (1) Lead Forensic Specialist
- (1) Forensic Scientist III
- (1) Forensic Specialist

DISCUSSION

The new agreement with the County for enhanced crime scene investigation and forensic services covers the period of July 1, 2021 through June 30, 2026. As recommended by the Police Department and pursuant to Garden Grove Municipal Code, Section 2.50.060(d), bidding will be dispensed as it has been determined that the County of Orange is the only provider of enhanced crime scene investigation and the only local forensics lab with the capabilities and logistics to provide all the forensic services required by the Police Department.

The new contract will continue to provide enhanced service and the following County service personnel:

- (2) Lead Forensic Specialists
- (1) Forensic Scientist III

The new agreement has replaced the previous Forensic Specialist position with an additional Lead Forensic Specialist, for a total of two Lead Forensic Specialists. This will allow for improved scene management, continued priority on all DNA casework analysis, and will better conform to the Orange County Crime Lab guidelines, standards, and procedures.

DNA has continued to be the leading technology for gathering forensic evidence and solving crimes. Having a Forensic Scientist assigned to the Garden Grove Police Department for DNA casework has dramatically increased the efficiency in submitting and receiving crime lab results for the Detective Bureau. The Police Department is extremely satisfied with the level of quality and service it has received from the Orange County Crime Lab.

FINANCIAL IMPACT

The full cost of providing the foregoing level of forensic services for FY 2021-2022 is estimated to be \$633,970, an increase of \$78,465 from the FY 2020-21 cost of \$555,505. The increase is due to salary increases for County employees, increased costs of equipment and crime scene investigation supplies, and the switch to a Lead Forensic Specialist from the current Forensic Specialist position. The County reimburses the City the cost of all unused overtime, and the Crime Lab provides all supplies and processing directly related to services performed by their personnel under the terms of this agreement. The increased cost will be funded through the FY 2021-2023 Biennial Budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the agreement with the County of Orange to provide forensic services for the period of July 1, 2021 through June 30, 2026, in the amount of \$633,970, for Fiscal Year 2021-22; and
- Authorize the Mayor to execute the agreement on behalf of the City and make minor modifications as appropriate thereto

ATTACHMENTS:

Description	Upload Date	Type	File Name
FSU Cost Breakdown	4/13/2021	Backup Material	FSU_Cost_Breakdown_FY_2021-26.pdf
GG Cover Letter	4/13/2021	Backup Material	GG_Cover_Letter_2021-26.pdf

GG Forensic Agreement
2021-26

4/13/2021

Agreement

GG_Forensic_Agmt_(FY21-
22_to_FY25-26)_-_FINAL.pdf

ORANGE COUNTY SHERIFF-CORONER DEPARTMENT
Garden Grove Forensics
FY 2021-22

FY 2021-22	Forensic Scientist III	2 Lead Forensic Specialist	Average Cost for each Classification		Total
			Straight Time	Overtime	
Salaries	\$ 126,387	\$ 180,083		10,269	\$ 316,739
Benefits	69,290	105,674		432	175,396
Services & Supplies	13,596	27,192			40,788
Transportation	469	939			1,408
Department OH	11,248	16,027		914	28,190
Division OH	14,509	20,674			35,183
CWCAP OH	14,471	20,620		1,176	36,267
Total FY 2021-22	249,971	371,208		12,791	\$ 633,970

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1 **A. TERM:**

2 The term of this Agreement shall be for five (5) years, commencing
3 July 1, 2021 and terminating June 30, 2026 unless earlier terminated by either
4 party in the manner set forth herein.

5 **B. OPTIONAL TERMINATION:**

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

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

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

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

2 Fingerprint, Identification System latent fingerprint entry, provide training
3 for new officers, biannual training to Patrol personnel and Community
4 Services Officers, liaison between the SHERIFF and CITY, maintain the
5 DNA and CSI supplies for staff, and any other tasks and projects that
6 support the operation of CITY. Verification of casework will be
7 completed by a Latent Comparison Section Lead Forensic Specialist or
8 higher at the SHERIFF's OC Crime Lab. Office hours will be eight hours
9 per day Monday through Friday, with 4 days per week served at CITY's
10 Police Department facility and 1 day per week served at the SHERIFF's
11 OC Crime Lab, unless a different work schedule is requested by CITY
12 and approved by SHERIFF. "Assignment on a full time basis" means
13 that the assigned COUNTY employee will devote 80 hours per two-week
14 pay period, less paid holidays, vacation, sick leave and other types of
15 short-time paid leave available to said employee pursuant to applicable
16 COUNTY personnel policy, providing services pursuant to this
17 Agreement. If the assigned COUNTY employee takes vacation or other
18 leave for a period in excess of 10 successive working days, SHERIFF
19 shall assign another employee of similar rank and skill level to perform
20 services hereunder for the remainder of the assigned employee's
21 extended leave.

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

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

2 c. One (1) Lead Forensic Specialist – This Lead Forensic Specialist
3 position will be assigned to CITY’s casework but will work at the
4 SHERIFF’s OC Crime Lab. This aggregate position will be filled by more
5 than one COUNTY employee and will provide coverage from 6:00 a.m.
6 to 1:30 a.m., seven days a week, for crime scene investigation and
7 evidence gathering services provided by the Identification Bureau on
8 major crimes. This aggregate position will also provide sequential
9 chemical processing of evidence items for latent fingerprints, provide
10 supplemental latent fingerprint processing services, provide assistance
11 to the other Lead Forensic Specialist(s) in processing major crime
12 scenes, print proof sheets, print enlargements and create CD’s of
13 photographs upon request.

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

19 e. SHERIFF provided services may include overtime, projected at 140
20 hours per year, with a projected maximum obligation of \$12,791. CITY
21 will be charged at actual rates based upon position classification working
22 overtime.

23 **4. Supplies and Digital Imaging**

24 a. COUNTY will provide supplies needed for crime scene investigations
25 conducted by SHERIFF.

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

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

- 5 b. Digital media supplies for cases investigated by CITY personnel is not
6 included in the services and supplies to be provided by COUNTY
7 pursuant to this Agreement, but may be provided, at the option of the
8 SHERIFF, upon payment by CITY of the full additional costs thereof.

9 **D. DUTIES OF CITY:**

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

19 **E. PAYMENT:**

- 20 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
21 COUNTY the costs of the services, equipment and supplies provided by
22 COUNTY pursuant to this Agreement. Said costs include salaries, wages,
23 benefits, mileage, services, supplies, equipment, and divisional, department
24 and COUNTY Overhead.
25 2. The cost of regular services, equipment and supplies provided by COUNTY
26 for the period from July 1, 2021 through June 30, 2022 shall be as follows:

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

2	<u>SERVICE</u>	<u>COST OF SERVICE</u>
3	Personnel Costs:	
4	• Two (2) Lead Forensic Specialists	\$ 371,208
5	• One (1) Forensic Scientist III	\$ 249,971
6	• Aggregate Overtime	\$ 12,791
7	TOTAL COST	<u>\$ 633,970</u>

8 3. COUNTY shall invoice CITY monthly. During the period July 1, 2021
9 through June 30, 2022, said invoices will require payment by City of
10 one-twelfth (1/12) of the cost for services referenced in paragraph E-2 of
11 this Agreement.

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

21 4a. Each fiscal year, SHERIFF shall submit to CITY, in writing, a
22 recommended level of service and an estimate of the costs to COUNTY of
23 providing said services to CITY in the following fiscal year. Said estimate
24 shall reflect the full anticipated costs to COUNTY of providing said
25 services, equipment and supplies and shall be computed by SHERIFF in
26 accordance with current COUNTY cost data. Within thirty days after
27 receipt of said cost estimate, CITY shall transmit to SHERIFF its written
28 acceptance or rejection of said estimates. CITY's Chief of Police is

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

2 hereby authorized to determine whether to accept or reject said cost
3 estimates.

4 b. If CITY accepts said cost estimate, then SHERIFF or designee, on behalf
5 of COUNTY, and CITY's Chief of Police, on behalf of CITY, are
6 authorized to execute a written amendment to this Agreement reflecting
7 the service level and CITY's obligation to pay said cost for the ensuing
8 fiscal year. Said amendment shall not change other terms and conditions
9 of this Agreement, except the service level and cost, unless first approved
10 by COUNTY's Board of Supervisors and CITY's Council. SHERIFF and
11 CITY's Chief of Police shall cause originals of any amendments to this
12 Agreement that are executed to be filed with COUNTY's Clerk of the
13 Board of Supervisors and CITY's Clerk immediately upon execution.

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

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

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

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

4 7. At the time this is executed, there may be unresolved issues pertaining to
5 potential increases or decreases in salaries and benefits for COUNTY
6 employees. The cost of such potential increases or decreases are not
7 included in the Fiscal Year 2021-22 costs set forth in Subsection E-2 of this
8 Agreement. If COUNTY incurs or becomes obligated to pay for any such
9 increases for or on account of personnel whose costs are included in the
10 calculations of costs charged to CITY hereunder, CITY shall pay COUNTY,
11 in addition to the cost of service set forth in Subsection E-2 of this
12 Agreement, the full costs of said increases to the extent such increases are
13 attributable to work performed by such personnel after July 1, 2021, and
14 CITY's cost of service hereunder shall be deemed to have increased
15 accordingly. CITY shall pay COUNTY in full for such increases on a pro-
16 rata basis over the portion of the period between July 1, 2021 and June 30,
17 2022 remaining after COUNTY notifies CITY that increases are payable.

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

22 **F. NOTICES:**

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

27 **CITY:** INVESTIGATIONS COMMANDER
28 GARDEN GROVE POLICE DEPARTMENT
11301 ACACIA PARKWAY
GARDEN GROVE, CA 92840-5310

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

2 **COUNTY:** DIRECTOR
3 ORANGE COUNTY CRIME LABORATORY
4 SHERIFF-CORONER DEPARTMENT
5 320 NORTH FLOWER STREET
6 SANTA ANA, CA 92703
7
8 LAW ENFORCEMENT CONTRACT MANAGER
9 SHERIFF-CORONER DEPARTMENT
10 FINANCIAL/ADMINISTRATIVE SERVICES DIVISION
11 320 NORTH FLOWER STREET
12 SANTA ANA, CA 92703

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

16 **G. STATUS OF COUNTY:**

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

1 **H. STATE AUDIT:**

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

9 **I. ALTERATION OF TERMS:**

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

15 **J. INDEMNIFICATION:**

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

1 **J. INDEMNIFICATION: (Continued)**
2 provided by City and including those based or asserted upon the condition
3 of any public street or work or property of CITY, or upon the illegality or
4 unconstitutionality of any state statute or municipal ordinance of CITY of
5 which SHERIFF has investigated an alleged or actual violation, or upon any
6 act or omission of CITY, its officers, agents, employees, subcontractors and
7 independent contractors related to this Agreement. If judgment is entered
8 against CITY and COUNTY by a court of competent jurisdiction because of
9 the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
10 CITY and COUNTY agree that liability will be apportioned as determined by
11 the court. Neither party shall request a jury apportionment.
12 2. COUNTY agrees to defend, indemnify, and hold CITY, and its elected and
13 appointed officials, officers, employees, agents, subcontractors and
14 independent contractors harmless from any claims, demands or liability of
15 any kind or nature, including but not limited to personal injury or property
16 damage, arising from or related to the services, products or other
17 performance provided by COUNTY pursuant to this agreement. If judgment
18 is entered against COUNTY and CITY by a court of competent jurisdiction
19 because of the concurrent active negligence of CITY, COUNTY and CITY
20 agree that liability will be apportioned as determined by the court. Neither
21 party shall request a jury apportionment.
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IN WITNESS WHEREOF, the parties have executed the AGREEMENT
in the County of Orange, State of California.

DATED: _____
CITY OF GARDEN GROVE

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

BY: _____
Chairman of the Board of Supervisors
County of Orange, California

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

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: Nicole A. Smith
Deputy

DATED: 4/1/21

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

I. POLICY

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

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

II. DEFINITIONS

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

III. FIXED PRICE CONTRACTS

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

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

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

IV. ACTUAL COST CONTRACTS

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

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

V. PAYMENT DUE DATES

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

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

VI. LATE CHARGES

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

Late charges will be assessed in the following situations:

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

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

VII. COLLECTIONS

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

VIII. DISCOUNT FOR EARLY PAYMENT

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

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

IX. DEFERRED REVENUE

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

X. COST RECOVERY

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

XI. EXISTING CONTRACTS

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

XII. DEVIATIONS FROM POLICY

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



ORANGE COUNTY SHERIFF'S DEPARTMENT

SHERIFF-CORONER DON BARNES

April 1, 2021

Garden Grove Police Department
Attn: Lieutenant Ray Bex /Investigations Commander
11301 Acacia Parkway
Garden Grove, CA 92840-5310

Re: FY 2021-26 Five-Year Agreement with the County of Orange

Dear Lieutenant Bex:

Enclosed are (3) three original sets of the Five-Year Agreement between the City of Garden Grove and the County of Orange, Sheriff-Coroner, to provide enhanced crime scene investigation and identification services. The Agreement covers services for the period July 1, 2021 through June 30, 2026. The total cost for the period of July 1, 2021 through June 30, 2022 is \$633,970.

After the City Council approves the Five-Year Agreement, please obtain the necessary signatures on each of the three original sets and return them to me for completion of the approval process.

Please return Agreements to:

Orange County Sheriff's Department
320 N. Flower, Santa Ana, CA 92703
Attn: Luz Lopez / Financial Administrative Services – Law Enforcement Contracts.

If you have any questions, you may contact Luz Lopez, Contract Analyst at (714) 834-6025 or myself at (714) 834-6217.

A handwritten signature in blue ink, appearing to read "DWT", followed by a large, stylized loop.

Dwight Tipping, Contract Manager
Law Enforcement Contracts

cc: Tom DaRe, Chief of Police, GGPD
Director Bruce Houlihan, Crime Lab OCSD
Kim Brown, Assistant Director Crime Lab OCSD
Omar Lazo, Supervising Forensic Specialist, OCSD

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

7 **THIS AGREEMENT** is entered into this First day of April 2021, which
8 date is enumerated for purposes of reference only, by and between the CITY OF
9 GARDEN GROVE, hereinafter referred to as "CITY", and the COUNTY OF ORANGE,
10 a political subdivision of the State of California, hereinafter referred to as "COUNTY".

11 **WITNESSETH:**

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

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

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

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1 **A. TERM:**

2 The term of this Agreement shall be for five (5) years, commencing
3 July 1, 2021 and terminating June 30, 2026 unless earlier terminated by either
4 party in the manner set forth herein.

5 **B. OPTIONAL TERMINATION:**

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

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

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

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

2 Fingerprint, Identification System latent fingerprint entry, provide training
3 for new officers, biannual training to Patrol personnel and Community
4 Services Officers, liaison between the SHERIFF and CITY, maintain the
5 DNA and CSI supplies for staff, and any other tasks and projects that
6 support the operation of CITY. Verification of casework will be
7 completed by a Latent Comparison Section Lead Forensic Specialist or
8 higher at the SHERIFF's OC Crime Lab. Office hours will be eight hours
9 per day Monday through Friday, with 4 days per week served at CITY's
10 Police Department facility and 1 day per week served at the SHERIFF's
11 OC Crime Lab, unless a different work schedule is requested by CITY
12 and approved by SHERIFF. "Assignment on a full time basis" means
13 that the assigned COUNTY employee will devote 80 hours per two-week
14 pay period, less paid holidays, vacation, sick leave and other types of
15 short-time paid leave available to said employee pursuant to applicable
16 COUNTY personnel policy, providing services pursuant to this
17 Agreement. If the assigned COUNTY employee takes vacation or other
18 leave for a period in excess of 10 successive working days, SHERIFF
19 shall assign another employee of similar rank and skill level to perform
20 services hereunder for the remainder of the assigned employee's
21 extended leave.

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

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

2 c. One (1) Lead Forensic Specialist – This Lead Forensic Specialist
3 position will be assigned to CITY's casework but will work at the
4 SHERIFF's OC Crime Lab. This aggregate position will be filled by more
5 than one COUNTY employee and will provide coverage from 6:00 a.m.
6 to 1:30 a.m., seven days a week, for crime scene investigation and
7 evidence gathering services provided by the Identification Bureau on
8 major crimes. This aggregate position will also provide sequential
9 chemical processing of evidence items for latent fingerprints, provide
10 supplemental latent fingerprint processing services, provide assistance
11 to the other Lead Forensic Specialist(s) in processing major crime
12 scenes, print proof sheets, print enlargements and create CD's of
13 photographs upon request.

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

19 e. SHERIFF provided services may include overtime, projected at 140
20 hours per year, with a projected maximum obligation of \$12,791. CITY
21 will be charged at actual rates based upon position classification working
22 overtime.

23 **4. Supplies and Digital Imaging**

24 a. COUNTY will provide supplies needed for crime scene investigations
25 conducted by SHERIFF.

26 //

27 //

28 //

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

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

5 b. Digital media supplies for cases investigated by CITY personnel is not
6 included in the services and supplies to be provided by COUNTY
7 pursuant to this Agreement, but may be provided, at the option of the
8 SHERIFF, upon payment by CITY of the full additional costs thereof.

9 **D. DUTIES OF CITY:**

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

19 **E. PAYMENT:**

- 20 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
21 COUNTY the costs of the services, equipment and supplies provided by
22 COUNTY pursuant to this Agreement. Said costs include salaries, wages,
23 benefits, mileage, services, supplies, equipment, and divisional, department
24 and COUNTY Overhead.
- 25 2. The cost of regular services, equipment and supplies provided by COUNTY
26 for the period from July 1, 2021 through June 30, 2022 shall be as follows:

27 //

28 //

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

2 **SERVICE**

COST OF SERVICE

3 **Personnel Costs:**

- | | | |
|---|-------------------------------------|------------|
| 4 | • Two (2) Lead Forensic Specialists | \$ 371,208 |
| 5 | • One (1) Forensic Scientist III | \$ 249,971 |
| 6 | • Aggregate Overtime | \$ 12,791 |

7 **TOTAL COST**

\$ 633,970

8 3. COUNTY shall invoice CITY monthly. During the period July 1, 2021
9 through June 30, 2022, said invoices will require payment by City of
10 one-twelfth (1/12) of the cost for services referenced in paragraph E-2 of
11 this Agreement.

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

21 4a. Each fiscal year, SHERIFF shall submit to CITY, in writing, a
22 recommended level of service and an estimate of the costs to COUNTY of
23 providing said services to CITY in the following fiscal year. Said estimate
24 shall reflect the full anticipated costs to COUNTY of providing said
25 services, equipment and supplies and shall be computed by SHERIFF in
26 accordance with current COUNTY cost data. Within thirty days after
27 receipt of said cost estimate, CITY shall transmit to SHERIFF its written
28 acceptance or rejection of said estimates. CITY's Chief of Police is

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

2 hereby authorized to determine whether to accept or reject said cost
3 estimates.

4 b. If CITY accepts said cost estimate, then SHERIFF or designee, on behalf
5 of COUNTY, and CITY's Chief of Police, on behalf of CITY, are
6 authorized to execute a written amendment to this Agreement reflecting
7 the service level and CITY's obligation to pay said cost for the ensuing
8 fiscal year. Said amendment shall not change other terms and conditions
9 of this Agreement, except the service level and cost, unless first approved
10 by COUNTY's Board of Supervisors and CITY's Council. SHERIFF and
11 CITY's Chief of Police shall cause originals of any amendments to this
12 Agreement that are executed to be filed with COUNTY's Clerk of the
13 Board of Supervisors and CITY's Clerk immediately upon execution.

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

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

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

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

4 7. At the time this is executed, there may be unresolved issues pertaining to
5 potential increases or decreases in salaries and benefits for COUNTY
6 employees. The cost of such potential increases or decreases are not
7 included in the Fiscal Year 2021-22 costs set forth in Subsection E-2 of this
8 Agreement. If COUNTY incurs or becomes obligated to pay for any such
9 increases for or on account of personnel whose costs are included in the
10 calculations of costs charged to CITY hereunder, CITY shall pay COUNTY,
11 in addition to the cost of service set forth in Subsection E-2 of this
12 Agreement, the full costs of said increases to the extent such increases are
13 attributable to work performed by such personnel after July 1, 2021, and
14 CITY's cost of service hereunder shall be deemed to have increased
15 accordingly. CITY shall pay COUNTY in full for such increases on a pro-
16 rata basis over the portion of the period between July 1, 2021 and June 30,
17 2022 remaining after COUNTY notifies CITY that increases are payable.

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

22 **F. NOTICES:**

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

27 **CITY:** INVESTIGATIONS COMMANDER
28 GARDEN GROVE POLICE DEPARTMENT
11301 ACACIA PARKWAY
GARDEN GROVE, CA 92840-5310

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

2 **COUNTY:** DIRECTOR
3 ORANGE COUNTY CRIME LABORATORY
4 SHERIFF-CORONER DEPARTMENT
5 320 NORTH FLOWER STREET
6 SANTA ANA, CA 92703

7 LAW ENFORCEMENT CONTRACT MANAGER
8 SHERIFF-CORONER DEPARTMENT
9 FINANCIAL/ADMINISTRATIVE SERVICES DIVISION
10 320 NORTH FLOWER STREET
11 SANTA ANA, CA 92703

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

15 **G. STATUS OF COUNTY:**

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

1 **H. STATE AUDIT:**

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

9 **I. ALTERATION OF TERMS:**

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

15 **J. INDEMNIFICATION:**

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

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

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

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

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

3
4 DATED: _____
 CITY OF GARDEN GROVE

5 ATTEST: _____
6 City Clerk

7 BY: _____
8 Mayor

9 APPROVED AS TO FORM:

10 BY: _____
11 City Attorney

12
13 DATED: _____

14
15 BY: _____
16 Chairman of the Board of Supervisors
 County of Orange, California

17
18 Signed and certified that a copy of this
19 Agreement has been delivered to the Chair
20 of the Board per G.C. Sec. 25103, Reso 79-1535
21 Attest:

22 _____
23 Robin Stieler
24 Clerk of the Board
25 County of Orange, California

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

29 BY: 
 Deputy

 DATED: 4/1/21

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

I. POLICY

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

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

II. DEFINITIONS

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

III. FIXED PRICE CONTRACTS

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

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

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

IV. ACTUAL COST CONTRACTS

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

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

V. PAYMENT DUE DATES

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

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

VI. LATE CHARGES

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

Late charges will be assessed in the following situations:

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

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

VII. COLLECTIONS

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

VIII. DISCOUNT FOR EARLY PAYMENT

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

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

IX. DEFERRED REVENUE

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

X. COST RECOVERY

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

XI. EXISTING CONTRACTS

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

XII. DEVIATIONS FROM POLICY

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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager/General Manager	Dept.:	Public Works
Subject:	Award a contract to All American Asphalt for Project No. CP-1254000, Arterial and Streets Rehabilitation and Sanitary District Sewer Improvements on Garden Grove Boulevard. (Cost: \$3,185,281) <i>(Joint Action Item with the Garden Grove Sanitary District.)</i>		
		Date:	4/27/2021

OBJECTIVE

For City Council and the Garden Grove Sanitary District Board to jointly award a contract to All American Asphalt for Project No. CP-1254000, Arterial Street Rehabilitation and Sewer Improvements, which includes: Orangewood Avenue from Brookhurst Street to Euclid Street; Lampson Avenue from Dale Street to Magnolia Street; Garden Grove Boulevard from Dale Street to Magnolia Street; Lampson Avenue from Haster Street to Jetty Street for sidewalk improvement; and Garden Grove Boulevard Sewer Improvements from Dale Street to 220' east of Louise Street.

BACKGROUND

The streets being rehabilitated in this group of projects have varying issues surrounding their need for rehabilitation. Each street will be addressed with different rehabilitation measures to properly manage the unique circumstances of each street and will involve some, or most, of the following elements which include: street section removal and replacement ("dig outs"), cold milling, asphalt rubber aggregate membrane (ARAM) and asphalt paving, slurry sealing (micro-surfacing), repair of damaged sidewalk, curb & gutter, cross gutter, catch basin repair, upgrade of access ramps, installation of catch basin inlet filters, adjustment of utility covers to finish grade, restoration of traffic signing, striping, and pavement markings, and reestablishment of centerline ties and monuments.

The sewer improvements consist of connecting an existing 8" sewer line at Louise Street to an 18" sewer line in Garden Grove Boulevard. Sewer flow at Dale Street will be routed to an 18" sewer main at Garden Grove Boulevard by modifying the existing manhole. The improvements also include the abandonment of an existing 8" sewer

line (550') in Garden Grove Boulevard, re-connecting two house laterals, removal of two existing sewer manholes and constructing one 60" diameter sewer manhole.

DISCUSSION

Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100. Three (3) qualified bids were received and opened in the City Clerk's office at 11:00 a.m. on April 14, 2021. All American Asphalt submitted the lowest qualified bid of \$3,185,281. This bid amount is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

Award Contract	April 27, 2021
Begin Construction (estimated)	June 1, 2021
Complete Construction (estimated)	October 29, 2021

FINANCIAL IMPACT

There is no financial impact to the General Fund. This improvement is included in Fiscal Years 2020-21 and 2021-22 Capital Improvement Budget and is funded by Measure "M2 Local Fair Share," Gas Tax, Sewer Funds and the California State Tire Recycle Grant.

RECOMMENDATION

It is recommended that the City Council and the Sanitary District Board:

- Award a contract to All American Asphalt, in the amount of \$3,185,281, for Project No. CP-1254000, Arterial Streets Rehabilitation and Garden Grove Sewer Improvements; and
- Authorize the City Manager/General Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City and the Sanitary District.

By: Navin Maru, Associate Engineer

Rebecca Li, P.E., Senior Civil Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
-------------	-------------	------	-----------

Bid Summary	4/15/2021	Backup Material	BID_SUMMARY_CP-1254000_.docx
Construction Agreement	4/15/2021	Agreement	allamericanagreement4-2021.docx

**CITY OF GARDEN GROVE
PUBLIC WORKS DEPARTMENT
Engineering Division**

BID SUMMARY

PROJECT: PROJECT NO. CP-1254000

ARTERIAL STREETS REHABILITATION

BID OPENING DATE: APRIL 14, 2021 TIME: 11:00 A.M.

Engineer's Estimate: \$3,300,000.00

	Bidder's Name	Total Bid	% Under/Over Engrs. Est
1	<i>All American Asphalt</i>	<i>\$3,185,281.00</i>	<i>03.48% Under</i>
2	<i>R. J. Noble Company</i>	<i>\$3,284,460.00</i>	<i>00.47% Under</i>
3.	<i>Excel Paving Co.</i>	<i>\$3,284,855.00</i>	<i>00.46% Under</i>

CONSTRUCTION AGREEMENT

ALL AMERICAN ASPHALT

THIS AGREEMENT is made this 27th day of April 2021 by the **CITY OF GARDEN GROVE** ("**CITY**"), the **GARDEN GROVE SANITARY DISTRICT**, a California Special District ("**DISTRICT**"), and **ALL AMERICAN ASPHALT**, hereinafter referred to as ("**CONTRACTOR**").

RECITALS:

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to the Garden Grove and the Garden Grove Sanitary District Board of Directors Authorization dated **April 27, 2021**.
2. CITY/District desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **PROJECT NO. CP – 1254000 - ARTERIAL STREET REHABILITATION AND GARDEN GROVE BOULEVARD SEWER IMPROVEMENT**.
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/DISTRICT. 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/DISTRICT'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/DISTRICT, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY/DISTRICT 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/DISTRICT may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY/DISTRICT receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY/DISTRICT 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: **PROJECT NO. CP – 1254000 - ARTERIAL STREET REHABILITATION AND GARDEN GROVE BOULEVARD SEWER IMPROVEMENT.**

5.4 Plans and Specifications. The work to be done is shown in a set of detailed Plans and Specifications entitled: **PROJECT NO. CP – 1254000 - ARTERIAL STREET REHABILITATION AND GARDEN GROVE BOULEVARD SEWER IMPROVEMENT..** 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/DISTRICT, 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/DISTRICT 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/DISTRICT 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/DISTRICT 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/DISTRICT and the CONTRACTOR agrees to submit shop drawings **within fourteen (14) calendar days**. Further, upon receipt of the Notice to Proceed, the CONTRACTOR shall diligently prosecute the work within **100 (one hundred) working days** to completion as required per the plans and specifications excluding delays caused or authorized by the CITY/DISTRICT as set forth in Sections 5.7, 5.8 and 5.9 hereof.

5.6 Time is of the Essence. Time is of the essence of this Contract.

Contractor shall have **fourteen (14) calendar days from the award of the Contract** to execute the Contract and supply CITY/DISTRICT 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/DISTRICT 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

SECTION 5 - AGREEMENT (Continued)

to provide the required documents and information within the fourteen (14) calendar days, the CITY/DISTRICT 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/DISTRICT, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY/DISTRICT 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/DISTRICT; failure of CITY/DISTRICT to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY/DISTRICT; 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/DISTRICT; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

CITY/DISTRICT 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/DISTRICT for such time extension within fifteen (15) days of the commencement of such delay and CITY/DISTRICT finds that the delay is justified. CITY/DISTRICT'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/DISTRICT that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2006 Edition (GREEN BOOK). The CITY/DISTRICT'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/DISTRICT 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/DISTRICT 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/DISTRICT'S Engineer. The decision of the Engineer shall be final.

SECTION 5 - AGREEMENT (Continued)

5.9 Changes in Project.

5.9.1 CITY/DISTRICT 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/DISTRICT -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/DISTRICT that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY/DISTRICT 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/DISTRICT 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/DISTRICT 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/DISTRICT 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/DISTRICT via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY/DISTRICT 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/DISTRICT 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/DISTRICT is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

SECTION 5 - AGREEMENT (Continued)

- 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/DISTRICT setting forth the general nature and monetary extent of such claim. The CITY/DISTRICT 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/DISTRICT 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/DISTRICT. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY/DISTRICT and the CITY/DISTRICT shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY/DISTRICT. CONTRACTOR shall submit immediately to the CITY/DISTRICT 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/DISTRICT and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY/DISTRICT.
- 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/DISTRICT will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY/DISTRICT the sum of **Twenty Seven Hundred Dollars (\$2,700.00) per day** for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY/DISTRICT 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/DISTRICT 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 **Three Million One Hundred and Eighty Five Thousand Two Hundred and Eighty One Dollars and No Cents (\$ 3,185,281.00)** as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR on a monthly basis for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY/DISTRICT 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.

SECTION 5 - AGREEMENT (Continued)

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY/DISTRICT'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/DISTRICT or an approved financial institution in order to have the CITY/DISTRICT release funds retained by the CITY/DISTRICT 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/DISTRICT'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/DISTRICT 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/DISTRICT has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

5.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY/DISTRICT, 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

SECTION 5 - AGREEMENT (Continued)

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/DISTRICT as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

5.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. *If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY/DISTRICT 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/DISTRICT 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/DISTRICT.

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

SECTION 5 - AGREEMENT (Continued)

Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

5.14.8 Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

5.15 Surety Bonds. CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY/DISTRICT'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/DISTRICT'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/DISTRICT'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/DISTRICT."

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/DISTRICT. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the CITY/DISTRICT 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/DISTRICT, 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/DISTRICT, 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/DISTRICT, 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/DISTRICT, 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:

SECTION 5 - AGREEMENT (Continued)

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/DISTRICT, 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/DISTRICT, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY/DISTRICT proof of insurance and endorsement forms that conform to CITY/DISTRICT's requirements, as approved by the CITY/DISTRICT. **(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/DISTRICT and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY/DISTRICT).

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY/DISTRICT, 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/DISTRICT, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY/DISTRICT proof of insurance and endorsement forms that conform to CITY/DISTRICT's requirements, as approved by the CITY/DISTRICT. **(Form CA 20 48 02 99 or equivalent) (Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY/DISTRICT and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY/DISTRICT).

A Loss Payee Endorsement for the **Course of Construction** policy designating the CITY/DISTRICT of Garden Grove as Loss Payee. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY/DISTRICT and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY/DISTRICT).

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/DISTRICT, 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/DISTRICT, as additional insureds. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY/DISTRICT and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY/DISTRICT).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY/DISTRICT, 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/DISTRICT. Any insurance or self-

SECTION 5 - AGREEMENT (Continued)

insurance maintained by the CITY/DISTRICT, 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/DISTRICT, 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/DISTRICT by CONTRACTOR under Section 5.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY/DISTRICT 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.

SECTION 5 - AGREEMENT (Continued)

- 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/DISTRICT, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the sole negligence or sole willful misconduct of CITY/DISTRICT and will make good to reimburse CITY/DISTRICT for any expenditures, including reasonable attorneys' fees CITY/DISTRICT may incur by reason of such matters, and if requested by CITY/DISTRICT, 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/DISTRICT 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/DISTRICT, 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/DISTRICT 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/DISTRICT 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/DISTRICT 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/DISTRICT'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/DISTRICT 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/DISTRICT may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

SECTION 5 - AGREEMENT (Continued)

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY/DISTRICT 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/DISTRICT as a party to said action, the CITY/DISTRICT shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY/DISTRICT. The CITY/DISTRICT 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/DISTRICT:

*City of Garden Grove/
Garden Grove Sanitary District
Public Works Department
Attention: Navin Maru
11222 Acacia Parkway
Garden Grove, CA 92842
(714) 741-5180
(714) 741-5578 Fax*

TO CONTRACTOR:

*All American Asphalt
Edward J. Carlson, Vice President
400 E. Sixth Street
Corona, CA 92879
(951) 736 - 7600
(951) 736 – 7646 Fax*

[SIGNATURES ON NEXT PAGE]

SECTION 5 - AGREEMENT (Continued)

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

"CITY"
CITY OF GARDEN GROVE

Date: _____ By: _____
Scott C. Stiles
City Manager

"DISTRICT"
GARDEN GROVE SANITARY DISTRICT

Date: _____ By: _____
Scott C. Stiles
General Manager

ATTEST:

City Clerk/ District Secretary

Date: _____

"CONTRACTOR"

ALL AMERICAN ASPHALT

CONTRACTOR'S State License No. **267073**
(Expiration Date: 01/31/2022)

CONTRACTOR'S DIR No. 1000001051
Attached Copy of your DIR Certificate.

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney/
Sanitary District General Counsel

Date: _____

If CONTRACTOR is a corporation, a Corporate
Resolution and/or Corporate Seal is required.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Second reading and adoption Date: 4/27/2021
of Ordinance No. 2921

Attached is Ordinance No. 2921 recommended for second reading and adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ord No. 2921	4/21/2021	Ordinance	4-13-21_PUD-104-73_Rev_2018_Rev_2020)_CC_Ordinance_2921.DOC

ORDINANCE NO. 2921

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING A TEXT AMENDMENT TO PLANNED UNIT DEVELOPMENT NO. PUD-104-73 (REV. 2018/REV. 2021) TO EXPAND THE USES PERMITTED TO ALSO INCLUDE THE USES PERMITTED IN THE C-1 (NEIGHBORHOOD COMMERCIAL) ZONE, AND TO AMEND THE SIGN REQUIREMENTS OF THE PUD

City Attorney Summary

This Ordinance approves an amendment to Planned Unit Development No. PUD-104-73 (Rev. 2018/Rev. 2021) to amend the uses permitted to also include the uses permitted in the C-1 (Neighborhood Commercial) zone, and to amend the sign requirements of the PUD.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, on August 21, 1973, the Garden Grove City Council adopted Resolution No. 4472-73, approving Planned Unit Development No. PUD-104-73 and rezoning an approximately 17.67-acre parcel located at the southwest corner of Chapman Avenue and Valley View Street to PUD-104-73, subject to all of the conditions and provisions as set forth in Planning Commission Resolution No. 2673;

WHEREAS, the 17.67-acre site was originally comprised of one (1) residential lot, an aged facility, and four (4) commercial lots;

WHEREAS, the uses and activities originally permitted within PUD-104-73, respectively, included a 126-unit townhouse condominium development, a bowling alley, a movie theater, a 7,500 square foot restaurant, a McDonald's restaurant, and a senior care facility;

WHEREAS, on November 13, 2018, the Garden Grove City Council adopted Ordinance No. 2895, approving a text amendment to Planned Unit Development No. PUD-104-73 (Rev. 2018), amending the permitted uses for the properties located at 12101 and 12111 Valley View, to allow an automatic carwash, a drive-thru pad restaurant, and a sit-down restaurant, and to amend the sign requirements of the PUD;

WHEREAS, upon the effectiveness of Planned Unit Development No. PUD-104-73 Rev. 2018, Planning Commission Resolution No. 5932-18 approving Site Plan No. SP-057-2018 to allow the construction of a 4,241 square foot automatic car wash, an 1,870 square foot drive-thru pad restaurant, a 2,700 square foot sit-down restaurant, a 2,846 square foot expansion to the existing movie theater, and related site improvements on the properties located at 12101 and 12111 Valley View Street, and Lot Line Adjustment No. LLA-019-2018 to modify existing lot lines to consolidate the two (2) subject parcels into one (1); and Planning Commission Resolution No. 5933-18 approving Conditional Use Permit No. CUP-140-2018 to allow the operation of the proposed automatic car wash also became effective.

WHEREAS, the uses and activities currently permitted within each of the three (3) existing commercial PUD parcels include (1) a bowling alley (12141 Valley View Street); (2) a movie theater, automatic car wash, 1,870 square foot drive-thru pad restaurant, and a 2,700 square foot sit-down restaurant (12111, 12103, 12101 Valley View Street; and (3) a McDonald's restaurant (12051 Valley View Street);

WHEREAS, the signage permitted within PUD-104-73 Rev. 2018 is set forth in City Council Ordinance No. 2895 as modified; and

WHEREAS, Dan Akarakian for Cinemas Management, Inc., on behalf of Valley View Cinema Center, LLC, owner of the commercial lot located at 12141 Valley View Street and developed with a 33,375 square foot vacant bowling alley building, has requested approval of an amendment to Planned Unit Development No. PUD-104-73 Rev. 2018 to expand the commercial uses permitted to also include the uses allowed by the C-1 (Neighborhood Commercial) zone to facilitate the redevelopment of the subject site by re-purposing the existing building with new commercial retail and restaurant uses, along with construction of a new 2,000 square foot pad drive thru restaurant, and to modify the sign requirements of the PUD;

WHEREAS, the proposed amendment to Planned Unit Development No. PUD-104-73 (Rev. 2018) is being processed in conjunction with (i) General Plan Amendment No. GPA-002-2021 to change the land use designation of the property from Civic Institution to Light Commercial, and (ii) Site Plan No. SP-097-2021 to modify and reduce the size of the existing bowling alley building from 33,375 square feet to 19,296 square feet to accommodate four (4) tenants, including an anchor tenant of 12,082 square feet, and three (3) restaurants with a combined total area of 7,214 square feet, with one tenant designed with a drive-thru lane, along with the construction of a new 2,000 square foot pad drive-thru restaurant, and related site improvements;

WHEREAS, the uses, activities, and improvements contemplated by the proposed PUD amendment, General Plan Amendment, and Site Plan No. SP-097-2021 are collectively referred to as the "Project";

WHEREAS, following a public hearing held on March 4, 2021, the Planning Commission adopted Resolution No. 6019-21 recommending City Council approval of General Plan Amendment No. GPA-002-2021 and Planned Unit Development No. PUD-104-73 (Rev. 2018/ Rev. 2021);

WHEREAS, on March 4, 2021, the Planning Commission also adopted Resolution No. 6020-21 approving Site Plan No. SP-097-2021, subject to the City Council's approval of Planned Unit Development No. PUD-104-73 (Rev. 2018/Rev. 2021);

WHEREAS, pursuant to a legal notice, a Public Hearing was held by the City Council on April 13, 2021, and all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council gave due and careful consideration to the matter;
and

WHEREAS, the City Council hereby determines that the proposed Project qualifies for a Negative Declaration as the proposed Project cannot, or will not, have a significant effect on the environment pursuant to California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.* ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Section 15000 *et seq.*;

WHEREAS, the City Council hereby incorporates by reference the findings and reasons set forth in Planning Commission Resolution No. 6019-21, and makes the following findings regarding Planned Unit Development No. PUD-104-73 (Rev. 2018/Rev. 2021):

A. The location of the buildings, architectural design, and uses proposed pursuant to the PUD amendment are compatible with the character of existing development in the vicinity and will be well integrated into its setting.

B. The amended plan will produce a stable and desirable environment and will not cause undue traffic congestion on surrounding streets.

C. Provision is made for both public and private open spaces.

D. Provision is made for the protection and maintenance of private areas reserved for common use.

E. The quality of the Project achieved through the proposed amendment to the existing planned unit development zoning is greater than could be achieved through traditional zoning.

F. The amendment to the PUD is internally consistent with the goals, objectives, and elements of the General Plan.

G. The amendment to the PUD will promote the public interest, health, and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. Planned Unit Development No. PUD-104-73 (Rev. 2018/Rev. 2021) is hereby approved pursuant to the findings set forth herein and the facts and reasons stated in Planning Commission Resolution No. 6019-21, a copy of which is on file in the Office of the City Clerk, and which is incorporated herein by reference with the same force and effect as if set forth in full.

SECTION 3. Planned Unit Development No. PUD-104-73 (Rev. 2018) is hereby amended to modify the uses and activities permitted on the 12051, 12101, 12111, and 12141 parcels, as set forth in City Council Ordinance No. 2895, by amending Condition of Approval "X" to read as follows (additions shown in ***bold/italics***; deletions shown in ~~strikethrough~~):

- X. ~~Only the~~ The following uses shall be permitted on the 12051, 12101, and 12111 **and 12141** Valley View Street parcel(s):

- 1) ***A bowling alley, subject to Site Plan approval***
- 2) A movie theatre, subject to Site Plan approval
- 3) An automatic car wash, subject to Site Plan and Conditional Use Permit approval
- 4) ~~An 1,870 square foot~~ ***Drive-thru pad restaurants***, subject to Site Plan approval
- 5) ~~A 2,700 square foot~~ ***Sit-down restaurants***, subject to Site Plan approval
- 6) ***All uses permitted in the C-1 (Neighborhood Commercial) zone, subject to the use and development standards of the C-1 zone and approval of the appropriate land use entitlements required for the establishment and operation of the use, as specified in the Municipal Code.***

All new construction shall be subject to the development standards of the C-1 zone and the provisions of Chapter 9.32 (Procedures and Hearings) of the Municipal Code, provided, however, that encroachments into required setback areas for parking and drive-thru lanes or deviations from the height requirement for architectural projections may permitted at the discretion of the Planning Commission in conjunction with a Site Plan approval.

~~The 7,500 square foot restaurant described in Planning Commission Resolution No. 2673, located at 12101 Valley View Street, is being demolished and shall no longer be a permitted use within Planned Unit Development No. PUD 104 73. The uses and activities permitted on the other parcels within Planned Unit Development No. PUD 104 73 shall remain the same.~~

SECTION 4. Planned Unit Development No. PUD-104-73 (Rev. 2018) is hereby amended to modify the sign requirements, as set forth in City Council Ordinance No. 2895, as follows (additions shown in ***bold/italics***; deletions shown in ~~strikethrough~~):

- D. Signage in the residential portion shall be in accordance with the provisions of the R-2, Limited Multiple Residential zone. Signage in the

commercial area shall be as follows and shall be subject to be the square footage permitted in the C-1, Neighborhood Commercial zone.

- 1) One pole sign shall be permitted for each of the four primary commercial uses (the **multi-tenant anchor building, formerly the** bowling alley, the movie theater, the automatic car wash, and McDonald's) provided that they shall be located a minimum of 200 feet apart, and that they shall not exceed 35 feet in height. The **Each** pole sign cabinet for the automatic car wash may be designed to allow for a multi-tenant display area to accommodate signage for the drive-thru restaurant and the sit-down restaurant located on-site. The proposed display area of any new pole sign cabinet shall comply with the total sign area requirements of the C-1 zone. **Existing pole signs may be replaced with a monument sign that complies with the monument sign requirements of the Municipal Code.**
- 2) Wall signs shall not extend above the top of any wall, and no roof signs are permitted. Proposed wall signs for each use shall comply with the total allowable sign area requirements of the C-1 zone.
- 3) Permitted signage for the movie theater may also include a vertical sign on the new building tower element, and non-LED/non-digital movie poster board graphics on the exterior wall marquee and/or on the exterior wall movie poster display boards.

SECTION 5. Severability. 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 6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

MAYOR

ATTEST:

CITY CLERK

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

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on April 13, 2021, with a vote as follows:

AYES:	COUNCIL MEMBERS:	(7)	BRIETIGAM, O'NEILL, NGUYEN D., BUI, KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Financial update including the American Rescue Plan and FY 2021-2023 Biennial Budget Development as requested by City Manager Stiles.	Date:	4/27/2021

Attached is a PowerPoint presentation regarding the American Rescue Plan and Fiscal Year 2021-2023 biannual budget development.

ATTACHMENTS:

Description	Upload Date	Type	File Name
PowerPoint Presentation	4/21/2021	Presentation	FinUpdate_ARPA-CC-4-27-21.pdf



Financial Update

The American Rescue Plan
&
FY2021-2023 Biennial Budget Development

Garden Grove City Council Meeting
April 27, 2021



The American Rescue Plan Act of 2021

What we have....

Statutory Provisions

- Eligible uses in four broad categories
- Measurement of reduction in revenue due to the pandemic
- Periodic reports on use of the ARP funds
- ARP funds will “remain available through December 31, 2024”

What we need....

Implementation Guidelines

- Guidance detailing permissible uses
- Requirement on reporting and verifying lost revenue
- Frequency, contents, format...
- Funds **spent** by or **obligated** by or **earmarked** by December 31, 2024

[Treasury.gov/Coronavirus](https://www.treasury.gov/Coronavirus)

The U.S. Department of Treasury is currently developing methods and guidance for the allocation and oversight process of the Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (the Act). The Act provides Treasury 60 days from enactment on March 11, 2021 to make the allocations to the state and local governments. Funds will be made to the localities once rulemaking is completed.



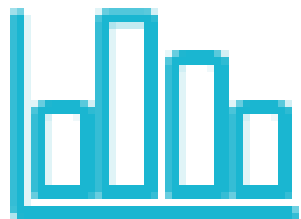
City Council Priorities

- COVID Recovery & Balanced Budget
- Infrastructure
- Public Safety
- Quality of Life



Recommended Guiding Principles

- Apply to non-recurring expenditures
 - Critical infrastructure
 - Replenishing reserves
- Use other less restrictive resources first
- Use the funds prudently focusing on long-term financial stability and sustainable operating performance



Revenue Forecast and Status Quo Budget

Fiscal years 2021 through 2023

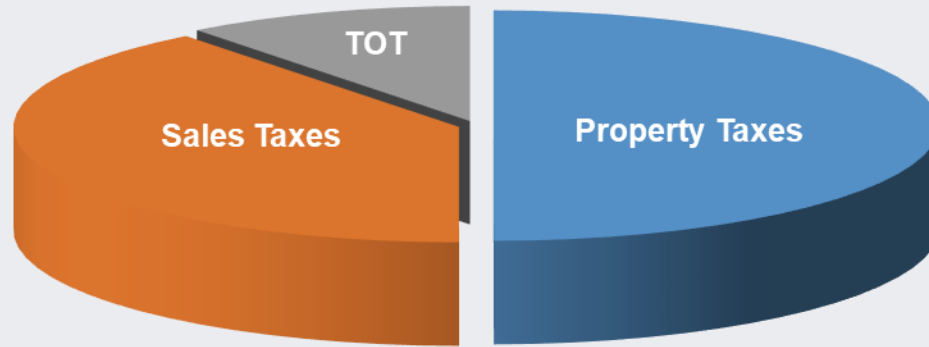


Overview of General Fund Budget

	FY 2020-21 Adopted	FY 2020-21 Year-End Est.	FY 2021-22 Estimate	FY 2022-23 Estimate
Revenue				
Sales Tax-Bradley Burns	\$ 21,436	\$ 23,800	\$ 25,517	\$ 26,484
Sales Tax-Measure O	18,026	20,902	22,136	22,974
Property Tax	49,963	50,283	50,167	51,581
Transient Occupancy Tax ①	10,514	5,322	10,514	15,771
Other	19,778	19,778	20,728	20,728
Total Revenue	119,717	120,085	129,062	137,538
Expenditure				
Full-time Labor ②	70,256	70,256	75,154	77,659
Part-time, Temp & Overtime ③	6,884	6,884	7,689	7,881
Fire Contract/Pension Payment ④	28,471	28,471	30,172	31,737
Status Quo Contracts/Commodities	23,417	23,417	23,417	23,417
Transfers	1,132	1,132	1,189	1,249
Total Expenditure	130,159	130,159	136,432	140,694
Surplus / (Deficit)	\$ (10,442)	\$ (10,074)	\$ (7,370)	\$ (3,156)

Amount is \$'000

Top 3 General Fund Revenues



Top 3 General Fund revenue sources contribute nearly 85% of total General Fund revenues.

General Fund Revenue Forecast

	FY2020-21 Adopted	FY2020-21 Projected	FY2021-22 Estimated	FY2022-23 Estimated
Property Taxes ¹	\$ 49,963	\$ 50,283 ³	\$ 50,167 ³	\$ 51,581 ³
Sales Taxes ²	39,462	44,702 ³	47,653 ³	49,458 ³
TOT	10,514	5,322 ⁴	10,514 ⁵	15,771 ⁶
	<u>\$ 99,939</u>	<u>\$ 100,307</u>	<u>\$ 108,334</u>	<u>\$ 116,810</u>

¹ Includes Motor Vehicle In-lieu Fee.

² Includes Measure O.

³ Based on HdL projection on dated 1/25/2021.

⁴ Based on July through December 2020 actual operating data.

⁵ Estimated TOT to be at 40% of FY2018-19 (pre-pandemic) level.

⁶ Estimated TOT to be at 60% of FY2018-19 (pre-pandemic) level.

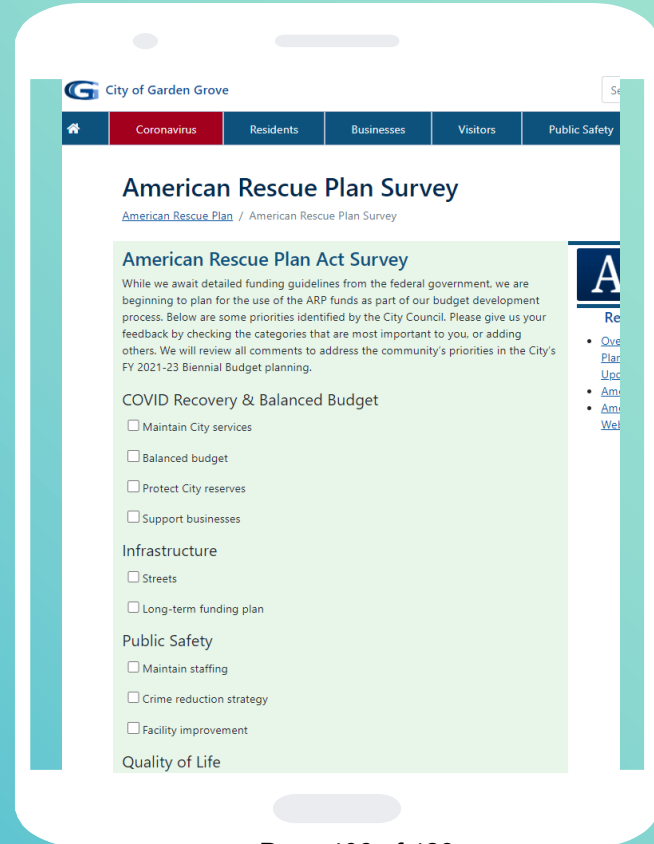
Recovery Plan Development –

- Assessing operational needs
- Inviting community input



Transparency & Community Engagement...

<https://ggcity.org/arp/survey>



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Shawn Park

Dept.: City Manager Dept.: City Manager

Subject: City of Garden Grove Health Equity and Vaccine Distribution update as requested by City Manager Stiles. Date: 4/27/2021

Attached is a PowerPoint presentation on the Health Equity and Vaccine Distribution update.

ATTACHMENTS:

Description	Upload Date	Type	File Name
PowerPoint Presentation	4/22/2021	Backup Material	Garden_Grove_COVID-19_Data_Dashboard_4.27.21.pdf

CITY OF GARDEN GROVE HEALTH EQUITY & VACCINATION DISTRIBUTION

As of April 21, 2021

ORANGE COUNTY DATA DASHBOARD

Orange County Positive Cases to Date: 253,206

Garden Grove Positive Cases to Date: 16,567

Orange County Deaths to Date: 4,902

Garden Grove Deaths to Date: 386

Orange County Test Positivity Rate: 1.4%

Orange County Health Equity Quartile Positivity Rate: 1.7%

CURRENT TIER: MODERATE (TIER 3)

Adjusted Daily Case Rate per 100,000	Test Positivity Rate	Health Equity Quartile Positivity Rate	Tests per 100,000
2.8	1.4%	1.7%	312.7

County Risk Level	Daily New Cases per 100,000	Positive Tests	Health Equity Quartile
WIDESPREAD Tier 1	>10 new daily cases (per 100K)	>8%	-
SUBSTANTIAL Tier 2	6 -10 new daily cases (per 100K)	5 – 8%	5.3 – 8%
MODERATE Tier 3	2 - 5.9 new daily cases (per 100K)	2 – 4.9%	2.2 – 5.2%
MINIMAL Tier 4	<2 new daily cases (per 100K)	<2%	<2.2%

COVID-19 VACCINES ADMINISTERED IN OC

Number of Doses Administered (Total Doses)	Number of Persons with at Least One Dose
2,036,165	1,348,613

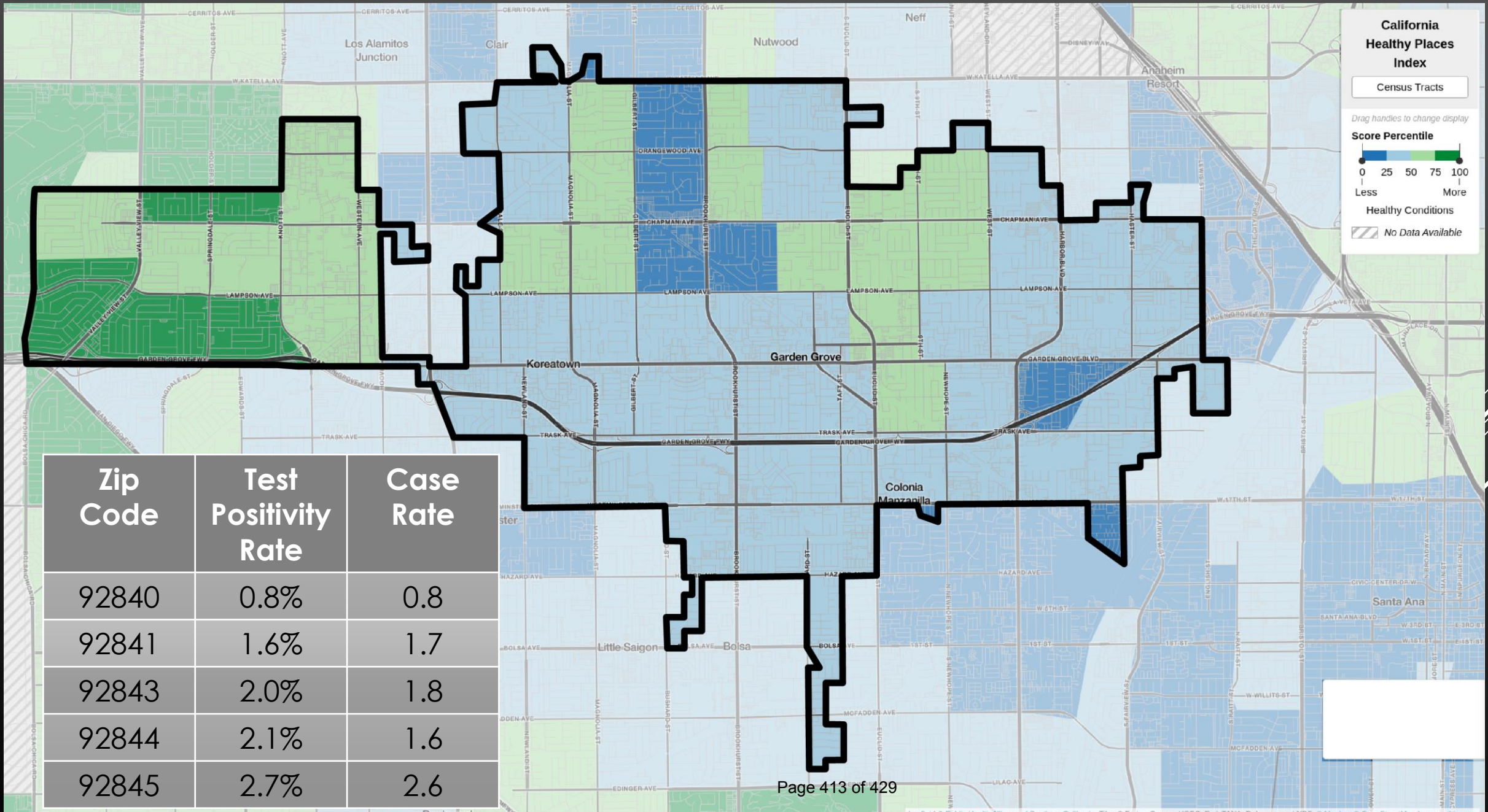
Number of Person with First Dose Only	Number of Persons Fully Vaccinated
595,450	753,163

COVID-19 VACCINATION DISTRIBUTION



The COVID-19 vaccine is now available to everyone who lives or works in OC, age 16 and older, based on supply.

The OC Health Care Agency is scheduling vaccines through the Othena.com platform (and apps). Residents can also register for vaccines through myturn.ca.gov, check with medical providers and local pharmacies for availability of vaccines or visit vaccinefinder.org.



CITY EFFORTS TO ADDRESS HEALTH EQUITY

- ▶ Christ Cathedral Health Equity POD
- ▶ St. Joseph's Hospital POD
- ▶ Resident outreach and assistance with Othena registrations
- ▶ Multilingual staffing across OC Vaccination PODs
- ▶ Rental assistance
- ▶ Small business assistance
- ▶ Meals on Wheels
- ▶ Food pantry distributions

HEALTH EQUITY DEFINED

- ▶ “Health equity is the attainment of the highest level of health for ALL people. Achieving health equity requires valuing everyone equally with focused and ongoing societal efforts to address avoidable inequalities, historical and contemporary injustices, and the elimination of health and health care disparities.”

-Centers for Disease Control and Prevention

HEALTH EQUITY METRICS

- ▶ **For a county with a population of greater than 106,000, the county must:**
 - ▶ **Equity Metric.** Ensure that the test positivity rates in its most disadvantaged neighborhoods, referred to as the Health Equity Quartile of the Healthy Places Index census tracts, do not significantly lag behind its overall county test positivity rate.
- ▶ **The California Healthy Places Index measures 25 indicators:**
 - ▶ Economic
 - ▶ Social
 - ▶ Education
 - ▶ Transportation
 - ▶ Housing
 - ▶ Environment
 - ▶ Neighborhood

View Indicators ×

Select a single Healthy Places Index (HPI) or decision support indicator to view on the map. Expand indicator categories to see more.

HPI Indicators

Decision Support Layers

Economic

Above Poverty

View on map

>

Employed

View on map

>

Median Household Income

View on map

>

Education

Bachelor's Education or Higher

View on map

>

High School Enrollment

View on map

>

Preschool Enrollment

View on map

>

Transportation

▼

Social

▼

Neighborhood

▼

QUESTIONS?

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	2021 Homelessness Activities and updates as requested by City Manager Stiles.	Date:	4/27/2021

OBJECTIVE

For the City Council to receive an update of recent activities related to the Draft Comprehensive Strategic Plan to Address Homelessness, as requested by City Manager Stiles.

BACKGROUND

At the January 26, 2021 Council meeting, staff presented the Draft Comprehensive Strategic Plan to Address Homelessness (CSPAH) in which a framework of goals and strategic actions were identified to address homelessness in Garden Grove. The Community and Economic Development Department (CEDD) is currently engaging the community to receive feedback on the Draft CSPAH and to provide information on resources available to the homeless and at-risk populations. A summary of these engagement activities are provided in Attachment No. 1 and briefly summarized below:

1. Landlord/Tenant Workshops
2. Homelessness 101 Workshop
3. Advocacy 101 Workshop
4. Workforce Activation & Readiness Program (WARP) Webinar
5. Business Assistance Webinars
6. Addressing Homelessness Webpage (<https://ggcity.org/endhomelessness>)

Currently programmed for May 2021 is the launch of a **CSPAH community survey** aimed at obtaining feedback regarding the Draft CSPAH and its various components. The survey will target all five sectors of the community (residents, businesses, non-profits, churches, and philanthropists) and the comments received will be incorporated into the Final CSPAH. It is anticipated the Final CSPAH to be presented for approval in June 2021.

DISCUSSION

In addition to the City's ongoing community engagement efforts and exploring opportunities to expand the homeless services described above, staff has been conducting preliminary research to deploy a pilot program for a Mobile Mental Health Services Unit. With the number of individuals experiencing mental health issues increasing (and further exacerbated during these challenging COVID-times) it is often the Garden Grove Police Department (GGPD) and its Special Resource Team (SRT) who get called upon to respond.

The City recognizes that opportunities to partner with mental health experts who are better trained to navigate Orange County's mental health care options available to individuals in-need is currently under consideration. A review of similar programs such as the Crisis Assistance Helping Out On The Streets (CAHOOTS) out of Eugene, Oregon has demonstrated a very successful model in which teams of mental health workers and case managers respond to non-violent calls for service. Further research conducted included preliminary dialogue with the City of Huntington Beach and their selection of Be Well OC (Mind OC) to develop and implement an alternative Mobile Crisis Response program.

Collectively, CEDD in coordination with GGPD, will present a general overview of GGPD stats and potential Mobile Mental Health Unit pilot program implementation.

FINANCIAL IMPACT

None

RECOMMENDATION

This report is for informational purposes to receive and file. No action of the City Council is required at this time.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1	4/22/2021	Backup Material	Attachment_1_- _CSPAH_Implementation_Update_(FINAL).pdf

Draft CSPAH
SUMMARY OF COMMUNITY ENGAGEMENT AND ACTIVITIES
(For the Period February 2021 – April 2021)

The following summary details CSPAH action items recently completed, underway, or scheduled for the near future.

1. Community Outreach and Engagement

- a. CSPAH Community Survey – In May 2021, the City will launch a **community survey** aimed at obtaining feedback regarding the Draft CSPAH and its various components. The survey will target all five sectors of the community (residents, businesses, non-profits, churches, and philanthropists) and the comments received will be incorporated in the Final CSPAH. It is anticipated the Final CSPAH to be presented to the Council in June 2021.
- b. Landlord/Tenant Workshops – The City partnered with the Fair Housing Foundation to offer **four (4) workshops** (English, Spanish, Vietnamese, & Korean) regarding landlord/tenant rights and responsibilities during the pandemic.
- c. Homelessness 101 & Advocacy 101 Workshops – The City partnered with the United Way to host **two (2) workshops** related to homelessness and advocacy for the homeless.
- d. Workforce Activation & Readiness Program (WARP) Webinar – The City partnered with two local non-profits (OCAPICA and StandUp For Kids) and the LA/OC Building Trades Union to offer an **informational webinar** on the recently implemented workforce program, WARP.
- e. Business Assistance Webinars – The City partnered with the Small Business Development Center (SBDC) to host **three (3) webinars** aimed at providing local businesses information regarding the various resources available.
- f. Garden Grove Coalition to End Homelessness (GGCEH) – The City's GGCEH will host its **first meeting** to memorialize the feedback received via the CSPAH Community Survey and to provide an update regarding the City's priority projects related to homelessness.

2. Coordinated Entry System (CES) & Homeless Management Information System (HMIS)

- a. 211 Orange County (211OC) Data Dashboards – The City furthered its partnership with 211OC by increasing funding to provide **additional, more detailed tracking of calls for service** received by their call center from Garden Grove residents.
- b. Special Resource Team (SRT) CES Access Point – The City is currently working with the Orange County Continuum of Care (COC) and 211OC to **certify the SRT as an approved CES Access Point**. Once finalized, this will streamline the referral process and allow Garden Grove’s homeless population greater access to services.

3. Street Outreach and Engagement

- a. Outreach and Engagement Program – The City recently partnered with the County’s Priority Center and their Outreach and Engagement Program, which offers **mental health screening and services at no-cost to Garden Grove residents**.
- b. Mobile Wellness Unit – The City is in negotiations with the City of Huntington Beach and the County’s Be Well Center located in the City of Orange to introduce a **mobile wellness unit to provide in-field mental and physical health assessments**. The goal of the mobile unit is to increase services to the community and to lessen the strain on City resources (i.e. Police, Fire, Medical, etc.)

4. Housing Assistance Programs and Activities

- a. Homeless Emergency Assistance Rental Transition (HEART) Program – Introduced in September 2019, the HEART Program continues to provide **rental assistance to literally homeless and at-risk households**. To date, the HEART Program has **taken 50 households off the streets** and placed them into permanent housing.
- b. Rapid Rehousing and Homelessness Prevention – Utilizing approximately \$3M in ESG and ESG-CV funding, the City continues to provide literally homeless and at-risk households with resources to **locate, secure, and maintain permanent housing**. Since March 2020, the City has assisted approximately **150 households** with rental assistance.

5. Affordable Housing Production

- a. Stuart Permanent Supportive Housing (PSH) – The City is in negotiations with American Family Housing (AFH) to produce the City’s first **PSH project**, which will provide **housing and wrap-around services** to disabled, homeless individuals between the age of 18 and 61.
- b. Housing Element Update – The City’s Planning Division is currently in the process of updating the Housing Element to accommodate our 6th Cycle RHNA allocation of **19,168 housing units**. The update, among other things, identifies sites capable of accommodating both fair market and affordable/ supportive housing.
- c. Mixed-Use Affordable Housing – The City is in negotiations with a housing developer to produce a **68-unit, mixed-use, affordable/ supportive housing project** at the vacant automobile shop located at 9891 Garden Grove Blvd.
- d. Acquisition/ Rehabilitation of Affordable Housing – The City is in negotiations with several housing developers to rehabilitate approximately **300 units of existing multi-family housing** and extend/ reinstate long-term affordability covenants.
- e. Mainstream Voucher Program – The Garden Grove Housing Authority (GGHA) was recently **awarded 75 Mainstream Vouchers**, which provide tenant/project-based vouchers for disabled individuals between the age of 18 and 61. A tentative breakdown of the 75 vouchers is: 45 allocated to eligible households on the current GGHA waiting list, 22 allocated to Garden Grove homeless with comprehensive wrap-around services funded by the County’s Whole Person Care (WPC) program, and 8 allocated to the Stuart PSH project (Item #5a).

6. Housing Rehabilitation Programs

- a. Home Repair Program (HRP) – The City partnered with Habitat For Humanity to provide low-income Garden Grove homeowners with \$5,000 rehabilitation grants to bring major system of the home (i.e. electrical, plumbing, windows, paint, HVAC, etc.) up to local standards. To date, the HRP has **provided rehabilitation grants to a total of 20 low-income households**.
- b. Accessory Dwelling Unit’s (ADU’s) – There are an estimated 120 unpermitted ADU’s throughout the City. In an effort to bring these

properties into compliance, the City is developing a program that will, over the period of two (2) years, provide approximately **40 low-income Garden Grove homeowners with loans/grants of up to \$50,000 for the demolition/reconstruction or rehabilitation of unpermitted ADU's.**

7. Workforce Development

- a. WARP – The City has partnered with two local non-profit organizations (OCAPICA and StandUp For Kids) to **provide employment services to low-income Garden Grove residents**. WARP is anticipating to provide **20 individuals** with the skills and training needed to secure gainful employment.
- b. JOBS 1st – The JOBS 1st and JOBS 1st To-Go Programs were implemented in response to the devastating impact of the Coronavirus on the local economy and job market. To date, the JOBS 1st Programs have **provided a total of \$753,000 in assistance to 58 businesses for the creation/ retention of 173 jobs** for low-income Garden Grove residents.

Virtual Fair Housing Workshop

Fair Housing Foundation is a HUD approved Housing Counseling Agency who is dedicated to promoting equal access to housing by educating about housing rights.

RSVP TODAY!

800-446-FAIR (3247)

Follow us on social media and be updated on upcoming workshops



Cost: FREE



Tuesday, March 9, 2021

5:00 PM - 6:30 PM

Via Zoom

Open to City of Garden Grove Residents

To RSVP visit:

<http://bit.ly/3doNyao>

This workshop is for Tenants, Landlords, Managers, Property Owners, Attorneys, Realtors® and Management Companies.
The workshop covers:

- ♦ Information on COVID-19
- ♦ New Statewide Laws
- ♦ Federal and State Fair Housing Laws
- ♦ Housing Discrimination
- ♦ Modifications and Accommodation
- ♦ Families with Children
- ♦ Notices
- ♦ Evictions Process
- ♦ Security Deposits
- ♦ Habitability & Repairs
- ♦ Rent Increases
- ♦ And Lots More....

Easy way to learn about your rights and responsibilities!

Material disponible en español a petición

HOMELESSNESS 101

Hosted by the City of Garden Grove



**UNITED TO END
HOMELESSNESS**

Homelessness has reached crisis levels both locally and nationally. Many factors, including misinformation and myths, contribute to this growing problem.

This Homelessness 101 presentation will provide information and answer some of the most frequently asked questions about this issue.

What is homelessness?
What causes people to become homeless?
What is the current state of homelessness in Orange County?
How can homelessness be solved?

By the end of this session, you will become familiar with the approaches, philosophies and terminologies associated with homelessness. More importantly, you will gain a much better understanding of the homeless system in our community, including up-to-date statistics and best practices for solving homelessness in Orange County for good.



Led by:
Atty McLellan
*Manager,
Community Engagement
United to End Homelessness
Orange County United Way*

Tuesday, February 9th

3:30 p.m. to 5:30 p.m.

Register* at:

[h101_february_1.eventbrite.com](https://www.eventbrite.com/e/h101-february-1-2020-tickets-55444444444)

**Registration will close 1 day before the class*

**If you have any questions please contact:
Atty McLellan at attym@unitedwayoc.org**

[UnitedtoEndHomelessness.org](https://unitedtoendhomelessness.org)

#EndHomelessnessOC

Empowered by





UNITED TO END
HOMELESSNESS



GARDEN GROVE

HOUSING CHAMPIONS ADVOCACY 101



**Learn about housing advocacy
and join us as a Housing
Champion!**

We'll explore the information you need
to be an effective voice to create more
supportive and affordable housing in
your community.

We'll discuss moving supportive and
affordable housing developments
toward approval in Garden Grove.

Free Virtual Workshop with:



Tim Shaw

Fmr Executive Director
of the Orange County
Homeless Issues
Task Force



Kimberly Adams

Orange County United
Way Housing
Advocacy Program
Manager



FRIDAY, FEBRUARY 19 | 12:00PM

PRE-REGISTER TO RECEIVE YOUR ZOOM LINK

WWW.UNITEDTOENDHOMELESSNESS.ORG/HOUSING-CHAMPIONS

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City of
Garden Grove
**TOWN
HALL**



SMALL BUSINESS RESOURCES

ZOOM WEBINAR

THURSDAY

MARCH 4, 2021 • 4:00 P.M.

Welcome & Opening Remarks:
**Mayor of Garden Grove,
Steve Jones**

We will be discussing:

- City of Garden Grove JOBS 1st Program and JOBS 1st To-Go Program
- Updates on the SBA, EIDL, and PPP loan programs
- Other Funding Opportunities
- Additional Resources to Assist Your Business During COVID-19
- Orange County Small Business Development Center Services, No Cost, No Catch

Zoom Webinar Registration: bit.ly/sbdc-ggcity-townhall











ORANGE COUNTY
Small Business Development Center



HOME REPAIR GRANTS AVAILABLE

- The City of Garden Grove is offering home rehabilitation grants of up to \$5,000 to address Municipal Code violations, substandard living conditions, and necessary health & safety improvements to your home.
- Eligible activities include exterior painting, plumbing, electrical, roofing, windows, HVAC, pest control, and handicap accessibility.
- Funding is limited and available on a first come, first served basis.

HOUSEHOLD SIZE	INCOME LEVELS Low Income (80%)
 1	\$ 71,750
 2	\$ 82,000
 3	\$ 92,250
 4	\$ 102,450
 5	\$ 110,650
 6	\$ 118,850
 7	\$ 127,050
 8	\$ 135,250

ELIGIBILITY

- Annual household income must be at or below 80% of the Area Median Income (AMI), as determined by the State and seen in the table to the left.
- All members of the household over the age of 18 must submit income verification documentation as part of the application process.
- Applicant's home must be in the city of Garden Grove and owner-occupied.
- Prior grant recipients must wait 5 years to re-apply.

APPLICATION PROCESS

- To fill out an application, please visit <http://apply.ggcity.org>



For more information, please contact Timothy Throne at
(714) 741-5144 / timothyt@ggcity.org
or visit: ggcity.org/neighborhood-improvement/home-repair-program



CITY OF GARDEN GROVE
**WORKFORCE ACTIVATION
& READINESS PROGRAM**

WEBINAR

**TUESDAY, MARCH 30
4PM - 5PM**

Webinar will include:

- Opening remarks from Mayor Steve Jones
- General Program information from City Staff
- Service Provider presentations from OCAPICA and StandUp For Kids regarding their programs and the services they provide
- A partner presentation from the LA/OC Building and Construction Trades Council regarding their Apprenticeship Readiness Program
- Q&A

ZOOM LINK

ggcity-org.zoom.us/j/96501895693



ocapica

