

AGENDA



Garden Grove City
Council

Tuesday, March 22, 2022

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steve Jones

Mayor

Diedre Thu-Ha Nguyen

Mayor Pro Tem - District 3

George S. Brietigam

Council Member - District 1

John R. O'Neill

Council Member - District 2

Patrick Phat Bui

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

COVID-19 Information: Members of the public can address the City Council during the public comment portion of the meeting in person or via e-mail. If you plan to attend the meeting in person, masks or face coverings are required to be worn if you are not vaccinated. If you feel ill or are showing symptoms of COVID-19, please consider submitting comments by e-mail. Instructions are available on the City's website at <https://ggcity.org/city-council/meetings-participation>

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 who attend the meeting in-person and would like 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 before the meeting begins. 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 BUI, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM D. NGUYEN, MAYOR JONES

INVOCATION

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

1. PRESENTATIONS

- 1.a. Community Spotlight recognizing the Garden Grove High School Boys Basketball Team for winning the CIF SS Division 4AA championship.
- 1.b. Community Services Department update as presented by John Montanez, Director of Community Services.

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 celebrating April as Arab American Heritage Month. *(Action Item)*
- 3.b. Adoption of a Proclamation recognizing Black April Memorial Month. *(Action Item)*
- 3.c. Adoption of a Proclamation recognizing April as Fair Housing

Month. (*Action Item*)

- 3.d. Approval of out-of-state travel to attend the Innovating Commerce Serving Communities (ICSC) 2022 Las Vegas Conference, at the Las Vegas Convention Center from May 22, through May 24, 2022. (Cost Estimate: \$10,000) (*Action Item*)
- 3.e. Approval of writing off certain delinquent receivables as uncollectible debt owed to the City. (Amount: \$29,217.40) (*Action Item*)
- 3.f. Approval of the Proposed Fiscal Year 2022-23 West Orange County Water Board Cost Sharing Budget. (Cost shared amount: \$46,284) (*Action Item*)
- 3.g. Authorize appropriation of Fiscal Year 2021-22 Proposition 69 funds for the purchase of DNA related equipment. (Amount: \$15,000) (*Action Item*)
- 3.h. Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Police Department pursuit responder pickup truck. (Cost: \$46,433.15) (*Action Item*)
- 3.i. Authorize issuance of a purchase order with Irv Seaver Motorcycles for two police motorcycles. (Amount: \$60,000) (*Action Item*)
- 3.j. Authorize an increase to the purchase order with MRC, formerly known as SoCal Office Technologies, a Xerox Company for 27 Xerox multifunction copy machines. (Cost: \$120,000) (*Action Item*)
- 3.k. Approval of Agreements with Mekong Printing, Inc., The Printery Inc., dba PM Group, and Timothy W. Hogan to provide on-call printing, translation, and mailing services. (Cost: \$225,000) (*Action Item*)
- 3.l. Receive and file minutes from the meetings held on February 28, 2022, and March 8, 2022. (*Action Item*)
- 3.m. Receive and file warrants. (*Action Item*)
- 3.n. 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. Approval of the Fiscal Year 2022-23 Annual Action Plan and authorize submittal to the Department of Housing and Urban Development. (*Action Item*)

5. ITEMS FOR CONSIDERATION

- 5.a. Approval of a Cooperative Agreement with the City of Westminster for the rehabilitation of pavement surface on

Westminster Avenue from Magnolia Street to Bushard Street.
(Cost: \$521,285) (*Action Item*)

6. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

6.a. Second reading and adoption of Ordinance No. 2932

Entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING THE CITY OF GARDEN GROVE DISTRICT MAP FOLLOWING REVIEW OF THE POPULATION CHANGES RESULTING FROM THE 2020 FEDERAL DECENNIAL CENSUS. (*Action Item*)

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

8. ADJOURNMENT

The next Regular City Council Meeting is Tuesday, April 12, 2022, 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: From:
Dept.: Dept.:
Subject: Adoption of a Proclamation Date:
celebrating April as Arab
American Heritage Month.
(*Action Item*)

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	3/17/2022	Proclamation	3-22- 22_Arab_American_Heritage_Proclamation.pdf

PROCLAMATION

PROCLAIMING THE MONTH OF APRIL 2022

AS ARAB AMERICAN HERITAGE MONTH

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

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

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

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

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

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

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council that the City celebrates the countless contributions that Arab Americans have made to American society and the City of Garden Grove, therefore hereby proclaims the month of April 2022 to be Arab American Heritage Month in Garden Grove.

March 22, 2022

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 Black April Memorial Month. (*Action Item*) Date: 3/22/2022

Attached is a Proclamation recognizing Black April Memorial Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	3/15/2022	Proclamation	3-22- 22_Black_April_Memorial_Month_Resolution.pdf

PROCLAMATION

PROCLAIMING THE MONTH OF APRIL AS BLACK APRIL MEMORIAL MONTH

- WHEREAS, April 30, 2022, marks the 47th anniversary of the fall of Saigon on April 30, 1975, to communism; and
- WHEREAS, For many Vietnam and Vietnam-era veterans who were directly involved in the war and Vietnamese Americans who have settled in the United States, the Vietnam War was a tragedy full of great suffering and the loss of American, Vietnamese, and Southeast Asian lives; and
- WHEREAS, Fifty-eight thousand one hundred sixty-nine Americans were killed and 304,000 were wounded out of the 2.59 million people who served in the Vietnam War. One out of every ten Americans who served in Vietnam became a casualty of war; and
- WHEREAS, The Vietnam War resulted in the deaths of 250,000 South Vietnamese soldiers and two million Vietnamese civilians; and
- WHEREAS, After the fall of Saigon, over 135,000 Vietnamese people and their families fled to the United States, including former military personnel, government officials, and those who had worked for the United States during the war; and
- WHEREAS, Hundreds of thousands of people took boats in order to leave Vietnam in the late 1970s to mid-1990s. The successful emigrants reached refugee camps in Thailand, Malaysia, Indonesia, the Philippines, and Hong Kong; while approximately one-half of the people fleeing Vietnam perished at sea; and
- WHEREAS, Human rights, religious freedom, democracy, and protection against threats of aggression are important concerns of Vietnamese Americans; and
- WHEREAS, We must teach our children and future generations important lessons from the Vietnam War, including how the plight of the Vietnamese refugees following the end of war serves as a powerful example of the values of freedom and democracy; and
- WHEREAS, We, should actively rededicate ourselves to the principles of human rights, individual freedom, sovereignty, and equal protection under the laws of a just and democratic world. We should set aside moments of time every year on April 30 to give remembrance to the soldiers, medical personnel, and civilians who died during the Vietnam War in pursuit of freedom; and

WHEREAS, Vietnamese American communities throughout California will commemorate April 30, 2022, as Black April, a day of remembrance and rededication to the principles of freedom, including freedom of expression, freedom of press, and internet freedom;

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council, that in recognition of the great tragedy and suffering and lives lost during the Vietnam War, the month of April 2022 shall be proclaimed as Black April Memorial Month, a special time for citizens to remember the countless lives lost during the Vietnam War era, and to hope for more justice and liberty for the people of Vietnam.

March 22, 2022

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: 3/22/2022
 recognizing April as Fair
 Housing Month. (*Action*
 Item)

Attached is a Proclamation recognizing April as Fair Housing Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	3/15/2022	Proclamation	3-22-22_Proclamation_-_Fair_Housing_Month.pdf

PROCLAMATION
FAIR HOUSING MONTH

WHEREAS, One of the greatest freedoms enjoyed by Americans is the freedom to live in a home of one's choice; and

WHEREAS, This promise made to us by the Nation's Fair Housing Law which requires that all people be treated equally in connection with sale or rental of housing, regardless of race, color, national origin, sex, gender identity, disability, sexual orientation, marital status, age, familial status or religion; and

WHEREAS, This year marks the 54th anniversary of the Federal Fair Housing Act, the original legislation targeting the elimination of housing discrimination in America; and

WHEREAS, Since the adoption of the fair housing legislation in April 1968, April has been designated Fair Housing Month. Each year the U.S. Department of Housing and Urban Development and the Fair Housing Foundation organize events and activities during this month to focus attention on the issue of equal opportunity in housing; and

WHEREAS, April is Fair Housing Month throughout the nation, we are asking each resident of the City of Garden Grove to support efforts to put into practice the principles of freedom, justice and equality upon which this great nation was founded.

NOW THEREFORE BE IT PROCLAIMED that April 2022 is Fair Housing Month in Garden Grove.

March 22, 2022

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community & Economic Development Department
Subject:	Approval of out-of-state travel to attend the Innovating Commerce Serving Communities (ICSC) 2022 Las Vegas Conference, at the Las Vegas Convention Center from May 22, through May 24, 2022. (Cost Estimate: \$10,000) (<i>Action Item</i>)	Date:	3/22/2022

OBJECTIVE

Approval of out-of-state travel to attend the Innovating Commerce Serving Communities (ICSC) 2022 Las Vegas Conference, at the Las Vegas Convention Center from Sunday, May 22, 2022 through Tuesday, May 24, 2022. (Cost Estimate: \$10,000) (Action Item)

BACKGROUND

Founded in 1957, ICSC is the global convention for the shopping center industry and provides networking, deal making and educational opportunities for retail and real estate professionals from around the world. Its more than 70,000 members in over 100 countries include shopping center owners, developers, managers, investors, retailers, brokers, academics, and public officials.

DISCUSSION

At the ICSC 2022 Las Vegas Conference, the City will have the opportunity to meet with active members and take advantage of networking, deal making and education opportunities. The convention typically features approximately 1,000 exhibiting companies in various aspect of real estate development.

Attendance at this convention will allow the City's Office of Economic Development team to explore economic, marketing and promotional conditions affecting the retail and commercial industry. Promoting and marketing the City of Garden Grove to

industry retail representatives and developers remains a priority. As an exhibitor, the City will maximize its opportunity to meet with key players in the shopping center, hospitality and housing development arenas. In addition, by attending the convention, staff will meet with potential developers by canvassing the trade show floor.

Due to Brown Act concerns, a limit of three (3) Council Members may attend the convention. With the ICSC 2022 Las Vegas Conference two months away, staff will soon have to register and make travel arrangements for the Council Members who will attend. Although staff will host the exhibit booth for the duration of the convention, which ends on Tuesday, May 24, 2022, City Council Members have the option to return sooner.

FINANCIAL IMPACT

There is no financial impact to the General Fund, and travel expenses have been budgeted for Fiscal Year 2021 - 2022.

RECOMMENDATION

It is recommended that the City Council:

- Approve the out-of-state travel for up to three Council Members and six staff to attend the ICSC 2022 Las Vegas Conference at the Las Vegas Convention Center Sunday, May 22, 2022 through Tuesday, May 24, 2022.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Approval of writing off certain delinquent receivables as uncollectible debt owed to the City. (Amount: \$29,217.40) (Action Item)	Date:	3/22/2022

OBJECTIVE

To request that the City Council approve to write off certain delinquent obligations owed to the City in the amount in excess of \$10,000 as uncollectible debt.

BACKGROUND

The City's Finance Department maintains a billing system that maintains all amounts owed to the City (Accounts Receivable). Occasionally, the responsible party does not pay. Resolution 9666-20 provides authority to the Finance Director to use available lawful methods to obtain prompt and full recovery of all amounts owed to the City, and outlines how uncollectible debt may be written off. Delinquent obligations owed to the City in excess of \$10,000 may be written off as uncollectible debt with the approval by the City Council.

DISCUSSION

In June 2020, a traffic accident occurred at the intersection of Trask Avenue and Gilbert Street in the City of Garden Grove. A police vehicle was totaled. The damage was estimated to be \$34,217.40. The City created a receivable on the party at fault in the same amount. No payment has been made as of today. The insurance company of the party at fault offered the City \$5,000, the policy limit on property damage. After a thorough investigation and good faith effort to collect the full amount, the City's subrogation administrator recommended the City accept the \$5,000 as payment in full, and write off the remaining balance of \$29,217.40 as uncollectible debt. *Writing off the uncollectible amount will allow the City to receive the \$5,000 from the insurance company.*

FINANCIAL IMPACT

The write-off will result in a reduction of previously recognized damage recovery

revenue in the amount of \$29,217.40.

RECOMMENDATION

It is recommended that the City Council:

- Approve the write-off of \$29,217.40 as uncollectible debt.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of the Proposed Fiscal Year 2022-23 West Orange County Water Board Cost Sharing Budget. (Cost shared amount: \$46,284) (<i>Action Item</i>)	Date:	3/22/2022

OBJECTIVE

To receive City Council approval of the West Orange County Water Board (WOCWB) Fiscal Year 2022-23 proposed cost sharing budget for operational expenses and cathodic protection system (CP) project cost.

BACKGROUND

The WOCWB is a joint powers authority created in 1967 by the cities of Garden Grove, Huntington Beach, Seal Beach, and Westminster for the purpose of maintenance and operation of shared water transmission lines for imported water. One of the connections is located near Bolsa/Newland and is referred to as OC-9. The other connection is located near Westminster/Willow and is referred to as OC-35.

Of those shared water transmission lines, the OC-9 and OC-35 transmission lines require life extension, as each pipeline is 64 years and 56 years old respectively. The average lifespan of a cement lined and coated steel pipeline ranges between 70-80 years. The options to ensure that water service to member agencies would continue into the future would be to replace the pipelines in 10 to 20 years at a cost of \$50 million or install a CP at a cost of \$8 million. On March 18, 2020, the WOCWB voted to proceed with the installation of a CP, which is also the most cost effective solution.

DISCUSSION

The joint powers agreement requires that the WOCWB prepare a proposed annual budget and that each of the contracting public agencies approve the budget before its adoption. The total WOCWB budget for FY 2022-23 is \$1,627,000 for operational expenses and capital costs. A table showing the annual breakdown by agency is included as an attachment.

The WOCWB estimates that OC-9 will cost \$3.8 million for a CP and OC-35 would cost \$4.2 million. Due to these costs, WOCWB staff is recommending that the member agencies make an annual payment to a special fund over an eight-year period in order to finance both projects. The WOCWB would accumulate funds for OC-9 based on agency ownership share for the first four years, with design to begin in year three and construction in year four. Similarly, the WOCWB would accumulate funds for OC-35 in years five through eight, with design in year seven and construction in year eight.

FINANCIAL IMPACT

The City of Garden Grove Water Services Division share is set at 4.2 percent of the total operational expenses and CP project cost and amount, for an annual total of \$46,284. There is no impact to the General Fund. This will be funded by the Water Enterprise Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the West Orange County Water Board Fiscal Year 2022/23 proposed cost sharing budget for operational expenses and cathodic protection system project cost.

By: Samuel Kim, Water Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Budget	3/4/2022	Backup Material	Fy_2022-23_Proposed_Contributions.pdf

FY 22-23 BUDGET AGENCY CONTRIBUTIONS

Operating Budget (Including Cathodic Protection)

ACCOUNT NUMBER	AGENCY	OWNERSHIP PERCENTAGE	FY 22/23 COST
50800508.46610	Huntington Beach	56.1	\$618,222
50800508.46620	Garden Grove	4.2	\$46,284
50800508.46630	Seal Beach	14.3	\$157,586
50800508.46640	Westminster	25.4	\$279,908
	Totals	100.0	\$1,102,000

Fourth Year OC-35 Relocation Project Loan Payment

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

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

Total Adopted Budget

50800508.46610	Huntington Beach	56.1	\$1,036,594
50800508.46620	Garden Grove*	4.2	\$46,284
50800508.46630	Seal Beach	14.3	\$264,214
50800508.46640	Westminster*	25.4	\$279,908
	Total Budget		\$1,627,000

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Chief DaRé
Dept.: City Manager Dept.: Police
Subject: Authorize appropriation of Date: 3/22/2022
Fiscal Year 2021-
22 Proposition 69 funds for the
purchase of DNA related
equipment. (Amount:
\$15,000) (*Action Item*)

OBJECTIVE

To obtain City Council authorization to appropriate Proposition 69 funds into the FY 2021-22 budget for purchasing DNA related equipment.

BACKGROUND

Proposition 69 funds are allocated by the State, via the Orange County DNA Identification Fund. On January 25, 2022, the Orange County Board of Supervisors approved a request from the Garden Grove Police Department for \$15,000 in Proposition 69 funding, to be used to purchase DNA-related equipment.

DISCUSSION

The Department will utilize these funds to replace (2) DNA clothing dryers and DNA evidence storage containers. The equipment will be used to enhance DNA collection and storage capabilities in accordance with Proposition 69 requirements.

FINANCIAL IMPACT

Proposition 69 funds are specifically for law enforcement purposes, and their use will have no impact on the City's General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the appropriation of \$15,000 in FY 2021-22 Proposition 69 funds to the Police Department FY 2021-22 budget for the purchase of DNA related equipment.

By: Courtney Cibosky, Fiscal Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Prop 69 Alloc-County Mid-year Budget Report-FY2021-22	3/8/2022	Backup Material	Prop_69_Alloc_-_County_mid-year_budget_report_FY_2021-22.pdf
Board of Supervisors Minutes 1-25-2022	3/8/2022	Backup Material	Prop_69_Board_minutes_1-25-2022.pdf

BEHAVIORAL HEALTH



HEALTHCARE



HOUSING



COMMUNITY CORRECTIONS



BENEFITS & SUPPORT SERVICES



County of Orange
 FY 2021-22 Mid-Year Budget Report
 January 25, 2022

Facility Development, Fund 14Q, for the Jail Facilities Americans with Disabilities Act (ADA) accessibility upgrade project.

- In Sheriff-Coroner Construction and Facility Development, Fund 14Q, increase structures and improvements by \$300,000 offset by a corresponding increase to transfers in from Countywide Capital Projects, Fund 15D, for the Theo Lacy Facility security block wall project.

In Countywide Capital Projects, Fund 15D, decrease services and supplies by \$300,000 offset by a corresponding transfer out to Sheriff-Coroner Construction and Facility Development, Fund 14Q, for the Theo Lacy Facility security block wall project.

County Executive Office (Department 017)

Proposition 69 - DNA Identification Fund (Fund 12J, Department 017, Budget Control 12J)

On December 1, 2021, the Prop 69 Committee (“Committee”) approved the allocation of 2021 DNA Identification Fund revenues and estimated funding totaling \$840,000. The Committee voted to allocate \$795,385 as one-time funding requests to enhance the DNA programs for local law enforcement entities and County Departments and set aside \$44,615 for future funding requests.

Funds allocated for one-time funding requests will be used to provide crime scene light aids to locate DNA evidence, evidence handling and storage solutions, two rapid DNA instruments and continued funding for the Advanced Forensic Testing Program. Allocations by entity are summarized in the following table:

Agency	Details	2021 Recommended One-Time Allocation
Buena Park Police Department	Forenscope Tablet	\$ 30,189
Costa Mesa Police Department	Crime-Lite Auto Kit Cold Case Storage System	101,361
Garden Grove Police Department	Two DNA Clothing Dyers Plastic Storage Bins	15,000
Irvine Police Department	Two Crime-Lite Auto Kits DNA Evidence Storage	121,325
Newport Beach Police Department	Crime-Lite Auto Kit Crime Scene Lights DNA Storage Lockers	37,847
Orange Police Department	Shelving Units Storage File Boxes	4,000
Placentia Police Department	High Density Mobile Storage Two Drying Cabinets	132,000
Seal Beach Police Department	DNA Freezer Chest Storage	3,000

FY 2021-22 Mid-Year Budget Report - Budget Adjustment Summary

Budget Control Name	Fund	Dept Code	Budget Control	Budget Unit	Rev Source	Object	Balance Sheet Acct	Dept Rev Source	Dept Obj Code	Dept Bal Sheet Code	Appropriations	Revenue	Inc/Dec Reserves	Net County Cost
Jail Facilities ADA Accessibility Upgrade Project														
Sheriff-Coroner Construction and Facility Development	14Q	060	14Q	14Q-P228		4200			0000		446,400	0	0	
Sheriff-Coroner Construction and Facility Development	14Q	060	14Q	14Q-P228	7811			T15D			0	446,400	0	
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-P000		1400			0000		(446,400)	0	0	
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-PL26		4801			T14Q		446,400	0	0	
Jail Facilities ADA Accessibility Upgrade Project											446,400	446,400	0	0
Theo Lacy Facility Security Block Wall Project														
Sheriff-Coroner Construction and Facility Development	14Q	060	14Q	14Q-P226		4200			0000		300,000	0	0	
Sheriff-Coroner Construction and Facility Development	14Q	060	14Q	14Q-P226	7811			T15D			0	300,000	0	
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-P000		1400			0000		(300,000)	0	0	
Countywide Capital Projects Non-General Fund	15D	036	15D	15D-PL25		4801			T14Q		300,000	0	0	
Theo Lacy Facility Security Block Wall Project											300,000	300,000	0	0
Proposition 69 - DNA Identification Fund Revenues Allocation														
District Attorney-Public Administrator	100	026	026	026-2000		4000			0000		234,403	0	0	
District Attorney-Public Administrator	100	026	026	026-2000		1900			0000		116,260	0	0	
District Attorney-Public Administrator	100	026	026	026-2000	7811			T12J			0	350,663	0	
Sheriff-Coroner	100	060	060	060-9422		4000			0000		26,000	0	0	
Sheriff-Coroner	100	060	060	060-9422	7811			T12J			0	26,000	0	
Proposition 69 - DNA Identification Fund	12J	017	12J	12J-5500		3100			0000		444,722	0	0	
Proposition 69 - DNA Identification Fund	12J	017	12J	12J-5500		4800			T026		350,663	0	0	
Proposition 69 - DNA Identification Fund	12J	017	12J	12J-5500		4800			T060		26,000	0	0	
Proposition 69 - DNA Identification Fund	12J	017	12J	12J-5500			9720				0	0	(26,000)	
Proposition 69 - DNA Identification Fund	12J	017	12J	12J-5500			9720				0	0	(795,385)	
Proposition 69 - DNA Identification Fund Revenues Allocation											1,198,048	376,663	(821,385)	0

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ORANGE COUNTY BOARD OF SUPERVISORS
MINUTE ORDER
January 25, 2022

Submitting Agency/Department: County Executive Office

Approve FY 2021-22 Mid-Year Budget Report; approve related budget adjustments; amend master position control; direct Auditor-Controller to make related payments; direct Auditor-Controller to close Pension Obligation Bond Debt Service Fund 15J and transfer any residual balances to Miscellaneous, Budget Control 004; approve addition of events to FY 2021-22 County Event Calendar and make related findings per Government Code Section 26227; approve revised title descriptions and classification specifications and adjust pay grades for Pumping Station Operator, Chief Veterinarian, Tax Services

Continued on attached page...

The following is action taken by the Board of Supervisors:

APPROVED AS RECOMMENDED OTHER

Unanimous (1) DO: **Y** (2) FOLEY: **Y** (3) WAGNER: **Y** (4) CHAFFEE: **Y** (5) BARTLETT: **Y**

Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; B.O.=Board Order

Documents accompanying this matter:

- Resolution(s)
- Ordinances(s)
- Contract(s)

Item No. 34

Special Notes:

Copies sent to:

CEO/Budget – Oana Cosma

1/28/22



I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Board of Supervisors, Orange County, State of California.
Robin Stieler, Clerk of the Board

By: *D. Sulland*
Deputy

ORANGE COUNTY BOARD OF SUPERVISORS
MINUTE ORDER
January 25, 2022

The following is action taken by the Board of Supervisors:

APPROVED AS RECOMMENDED OTHER

Unanimous (1) DO: Y (2) FOLEY: Y (3) WAGNER: Y (4) CHAFFEE: Y (5) BARTLETT: Y

Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; B.O.=Board Order

Technician, Licensed Vocational Nurse, Behavioral Health Nurse, Registered Nurse, Senior Registered Nurse, Public Health Nurse Trainee, Public Health Nurse, Lead Public Health Nurse, Supervising Public Health Nurse, Nurse Practitioner I and Nurse Practitioner II, effective 1/28/22; approve new title description and classification specification, and set pay grade for Supervising Registered Veterinary Technician, Tax Services Technician Trainee and Senior Tax Services Technician, effective 1/28/22; approve deletion Public Health Nurse II, Senior Public Health Nurse and Supervising Animal Control Services Representative, effective 1/28/22; approve Side Letter agreement with Orange County Employees Association, effective 1/28/22; approve and adopt revised ML-E salary schedule, effective 1/28/22; and make related findings - All Districts (R.A. 1, 2 and 5 requires 4/5 vote of members present)

Item No. 34



I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Board of Supervisors, Orange County, State of California.

Robin Stieler, Clerk of the Board

By: _____

Deputy



AGENDA STAFF REPORT

ASR Control 21-001048

MEETING DATE: 01/25/22
 LEGAL ENTITY TAKING ACTION: Board of Supervisors
 BOARD OF SUPERVISORS DISTRICT(S): All Districts
 SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Approved)
 DEPARTMENT CONTACT PERSON(S): Oana Cosma (714) 834-7410
 Kimberly Engelby (714) 834-3530

2022 JUN 10 PM 3:03
 RECEIVED
 BOARD OF SUPERVISORS

SUBJECT: FY 2021-22 Mid-Year Budget Report

23F3

CEO CONCUR
Concur

COUNTY COUNSEL REVIEW
No Legal Objection

CLERK OF THE BOARD
Discussion
4/5 Vote

Budgeted: N/A Current Year Cost: N/A Annual Cost: N/A

Staffing Impact: See Staffing Impact Section # of Positions: Sole Source: N/A

Current Fiscal Year Revenue: N/A
Funding Source: N/A

County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

A four-fifths vote is required on Recommended Actions One, Two, and Five. The requested appropriation, revenue, transfers in/out and reserve changes are summarized in this section of the report in the Budget Adjustment Summary document. The requested position changes are summarized in the Position Change Summary.

1. Direct the Auditor-Controller to revise appropriations, revenues, transfers in/out, reserves and obligated fund balances as detailed in the Budget Adjustment Summary in accordance with Government Code Sections 29130, 29125 and 25252. (Requires four-fifths vote)
2. Authorize the Auditor-Controller to revise Departments' American Rescue Plan Act (ARPA) appropriations and revenues and perform the budgetary actions identified in the Budget Issues Section. (Requires four-fifths vote)
3. Direct County Executive Office-Human Resource Services to amend the master position control, subject to final classification review, as detailed in the Position Change Summary.
4. Direct the Auditor-Controller to make payment from Fund 12J to the entities and up to amounts as summarized in the table included in the Budget Issues section of this report and upon receipt of approved payment request forms from the County Executive Office.

5. Direct Auditor-Controller to close the Pension Obligation Bond Debt Service Fund 15J, and transfer any residual balances to Miscellaneous, Budget Control 004. **(Requires four-fifths vote)**
6. Approve the addition of events to the FY 2021-22 County Event Calendar, as set forth in Attachment C, and per Government Code Section 26227, find that the events therein will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.
7. Approve the FY 2022-23 budget adoption schedule as follows: (a) The FY 2022-23 Recommended Budget will be available to the public on or before May 25, 2022; (b) A notice stating that the Recommended Budget is available to members of the public and the time and place of the public hearing will be published on or before May 25, 2022; (c) On June 14, 2022, or no later than June 27, the Board shall conduct the public budget hearing on the Recommended Budget; and (d) By June 28, or no later than June 30, 2022, the Board shall adopt the FY 2022-23 Budget by resolution.
8. Effective January 28, 2022, approve revised classification specification and adjust pay grade for Pumping Station Operator (Title Code 3521OS, Salary Range T-29).
9. Effective January 28, 2022, approve revised title descriptions and classification specifications, and adjust pay grade for Chief Veterinarian (Title Code 5154SM, Salary Range C-62).
10. Effective January 28, 2022, approve new title description and classification specification, and set pay grade for Supervising Registered Veterinary Technician (Title Code: 5921SM, Salary Range C-31).
11. Effective January 28, 2022, approve revised title description and classification specification, and adjust pay grade for Tax Services Technician (Title Code 0505CL, Salary Range C-16), and approve new title descriptions and classification specifications, and set pay grades for Tax Services Technician Trainee (Title Code 0502CL, Salary Range C-13) and Senior Tax Services Technician (Title Code 0506CL, Salary Range C-20).
12. Effective January 28, 2022, approve revised classification specification, and adjust pay grade for Licensed Vocational Nurse (Title Code 4108HP, Salary Range C-19).
13. Effective January 28, 2022, approve revised classification specification, and adjust pay grade for Behavioral Health Nurse (Title Code 4175HP, Salary Range C-43).
14. Effective January 28, 2022, approve revised title descriptions and classification specifications, and adjust pay grades for Registered Nurse (Title Code 4143HP, Salary Range C-37) and Sr. Registered Nurse (Title Code 4144HP, Salary Range C-39).
15. Effective January 28, 2022, approve revised title descriptions and classification specification, and adjust pay grades for Public Health Nurse Trainee (Title Code 4181HP, Salary Range C-40), Public Health Nurse (Title Code 4185HP, Salary Range C-44), Lead Public Health Nurse (Title Code 4188SM, Salary Range C-46), and Supervising Public Health Nurse (Title Code 4189SM, Salary Range C-48).

16. Effective January 28, 2022, approve deletion of Public Health Nurse II (Title Code 4182HP) and Senior Public Health Nurse (Title Code 4186HP) classification titles and direct Human Resource Services to remove the deleted classifications from all Orange County Classification Plan documents.
17. Effective January 28, 2022, approve and adopt the attached Side Letter Agreement between the County of Orange and the Orange County Employees Association, included as Attachment D.
18. Effective January 28, 2022, approve revised classification specification, and adjust pay grades for Nurse Practitioner I (Title Code 4151HP, Salary Range C-48), and Nurse Practitioner II (Title Code 4152HP, Salary Code C-53).
19. Effective January 28, 2022, approve deletion of Supervising Animal Control Services Representative (Title Code 5918SM) classification title and direct Human Resource Services to remove the obsolete classification from all Orange County Classification Plan documents.
20. Effective January 28, 2022, approve and adopt revised ML-E salary schedule, as detailed in Attachment E.

SUMMARY:

The Mid-Year Budget Report provides the Board of Supervisors, members of the public, County departments and other interested parties with an overview of the current status of revenues, expenditures, Net County Cost, total budgeted positions and various departmental issues requiring recommended changes to the County's budget.

BACKGROUND INFORMATION:

The following components of the FY 2021-22 Mid-Year Budget Report for Board of Supervisors consideration can be found in Attachment A:

Executive Summary

Budget Issues

Human Resources Issues, including:

- Position Summary
- Vacant Positions – Aged

Recommended Actions

- Budget Adjustment Summary
- Position Change Summary

Classification Maintenance Studies

- Recommended Actions
- Classification Summaries
- Classification Specifications

FY 2021-22 County Event Calendar Additions

The County of Orange uses the OpenOC Data Tool, which is a web-based software providing increased transparency and easy access to finance and budget information. Supplemental expense and revenue data are available by accessing the OpenOC link: <http://data.egovoc.com/?FY2022Q2#/b0>. Budget and actual reports, as of December 31, 2021, can be viewed using the Budget Report – Report Links found on the left-hand side of the web page.

FINANCIAL IMPACT:

Please see Attachment A for Financial Impact detail.

STAFFING IMPACT:

Detailed departmental position change request information is included in the Budget Issues section of Attachment A, including a summarization of Department requests to add positions. The position change summary of Attachment A documents the specific positions and position titles.

REVIEWING AGENCIES:

Auditor-Controller

ATTACHMENT(S):

Attachment A - FY 2021-22 Mid-Year Budget Report

Attachment B - Government Code Sections

Attachment C - County Events Calendar

Attachment D – Side Letter Agreement Between the County of Orange and the Orange County Employees

Attachment E - Proposed ML-E Salary Schedule

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
 Dept.: City Manager Dept.: Public Works
 Subject: Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Police Department pursuit responder pickup truck. (Cost: \$46,433.15) (Action Item) Date: 3/22/2022

OBJECTIVE

To secure City Council authorization to purchase one (1) new Police Department Pursuit Responder Pickup from National Auto Fleet Group through the Sourcewell competitive bid program, Contract #091521-NAF.

BACKGROUND

The Public Works Department has one (1) Police Department vehicle that currently meets the City's guidelines for replacement and was approved through the FY-22/23 budget process. The vehicle being replaced is a 2007 Ford Crown Victoria, VIN # 2FAHP71W47X132500 with 78,600 miles. This vehicle is being purchased early to facilitate the vehicle needs of the Police Department's Traffic Unit Commercial Enforcement program. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #091521-NAF. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group	\$46,433.15*
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* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

The financial impact is \$46,433.15 to the Fleet Management Fund. Funds were originally budgeted in FY 22/23 and will need to be re-appropriated to FY 21/22 to accommodate the early replacement. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$46,433.15 to National Auto Fleet Group for the purchase of one (1) new Police Department Pursuit Responder Pickup truck.

National Auto Fleet Group for the purchase of one (1) new Police Department Pursuit Responder Pickup; and

- Authorize the Finance Director to appropriate \$46,433.15 that was originally budgeted for FY 22/23 to the FY 21/22 budget.

By: Steve Sudduth, Equipment Maintenance Supervisor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Chief DaRé
Dept.: City Manager Dept.: Police
Subject: Authorize issuance of a Date: 3/22/2022
purchase order with Irv
Seaver Motorcycles for two
police motorcycles.
(Amount: \$60,000) (*Action
Item*)

OBJECTIVE

To obtain City Council authorization to purchase two (2) new and unused police motorcycles from Irv Seaver Motorcycles through City of Burbank purchase order No. 165971.

BACKGROUND

The purchase of two additional police motorcycles was approved in the adopted FY 2021-22 City budget, to support the creation of a commercial enforcement program within the police department's Neighborhood Traffic Unit.

DISCUSSION

In December 2021, the City of Burbank issued request for quotation number 2021-031 for new and unused BMW police motorcycles and subsequently awarded the contract to Irv Seaver Motorcycles. Section 2.50.060(e) of the Garden Grove Municipal Code allows an exception to the competitive bidding process when another public agency has competitively procured the same goods and/or services, and when the purchase price and other terms similar to those in a contract awarded are made available to the City of Garden Grove. The Garden Grove Police Department recommends use of the cooperative purchasing agreement on the City of Burbank's purchase order contract with Irv Seaver Motorcycles to secure goods at the same unit price as specified in the contract.

The cost of each motorcycle outfitted to Garden Grove specifications is \$29,993.15, including tax, freight, dealer prep, and other charges. The Department requests, however, that the purchase order be issued in the amount not to exceed (NTE) \$60,000 to account for any minor variations in costs or unanticipated increases prior to the purchase order being issued.

FINANCIAL IMPACT

General Fund moneys were appropriated in the adopted FY 2021-22 budget for the purchase of two fully equipped police motorcycles; there will be no additional burden on the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the request to dispense with bidding pursuant to Garden Grove Municipal Code 2.50.060(e); and
- Authorize the Finance Director to issue a purchase order in the amount of \$60,000 to Irv Seaver Motorcycles for the purchase of two (2) new and unused police motorcycles.

By: Courtney Chibosky, Fiscal Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Brochure 2022 R125RTP	3/8/2022	Backup Material	Brochure_2022_R1250RTP.pdf
City of Burbank RFQ 2021-031 - Irv Seaver Bid	3/8/2022	Backup Material	RFQ_2021-031_-_Irv_Seaver_Motorcycles_Bid.pdf
City of Burbank Build Sheet	3/8/2022	Backup Material	City_of_Burbank_Build_Sheet.pdf
City of Burbank PO 165971	3/8/2022	Backup Material	PO_0_165971_0_US.pdf
Garden Grove Quote with Burbank Piggyback	3/8/2022	Backup Material	Garden_Grove_Quote_with_Burbank_Piggy_Back_3-8-2022.pdf

The R 1250 RT-P



Still Your Best Long-Term Value!



UNCOMPROMISING PERFORMANCE

The BMW R 1250 RT-P is a true all-round performer which excels in every mission. Whether it's patrolling freeways or city streets, the maneuverability and long-distance comfort makes this top-class police motorcycle a workstation for those with high demands.

INTELLIGENT DESIGN

A relaxed, safe ride with outstanding comfort, powerful potential and flexible handling: the BMW R 1250 RT-P has been a symbol of these virtues for more than three decades.

The latest version of the BMW R 1250 RT-P with extensive equipment components and low fuel consumption sets the benchmark even higher when it comes to supremacy, agility, ergonomics, power and dynamics.

The R 1250 RT-P

Your Best Long-Term Value!

No police motor sold today has a higher level of standard equipment than the BMW ... you have told us what you use and need ... and BMW supplies it!

BMW Police Motors are being utilized by more than 550 agencies in the US, including the three largest US fleets operated by the California Highway Patrol, Los Angeles Police Department and Los Angeles Sheriff's Department.



BMW R 1250 RT-P Standard Features:

- Electronic Suspension Adjustment (ESA) with Dynamic Traction Control (DTC)
- ABS Pro increasing braking effectiveness in corners
- EU-4 emissions are now certified for use with octane as low as 87 AKI regular fuel.
- Tire Pressure Monitoring
- Heated seat and heated handlebar grips (5-level adjustment for heat settings)
- Electronic Cruise Control (controls down to 8 mph)
- Weather Protection: provides rain, wind and heat protection / keeps rider and motor clean
- Rider Information Display including system voltage, ambient temperature, etc.
- Fully integral ABS braking system with independent rear wheel brake control
- Electronic lock-release integrated radio box with wiring ports, ground plate and antenna mount
- Police-specific top-opening saddlebags with glove-friendly latch and optional work bag liner
- Linked dual 16 Ah maintenance-free batteries with 10 separately monitored equipment circuits
- Wind tunnel optimized full fairing provides superior air management with no engine heat on rider.
- Four-way emergency flashers as well as two-way rear flashers, blue ID lights.
- Central stand allowing easier maintenance such as tire changes, cleaning, etc.
- All lights "off" switch with dimmable dashboard information display.
- Cruise lights for dimmed front and rear emergency light steady illumination.
- Wig-wag headlight function (three selectable frequencies or off).
- Alley light switch enables independent illumination of L or R front side LED alley lights.
- Integrated fairing-mounted speakers for radio & radar, pre-wired inside radio box w/ mute switch.
- GMSF managed power connection bus inside radio box for all common equipment connections.
- Accurate digital police speedometer with pace-lock display.
- Three-tone BMW 120 dB twin-speaker siren with wail/yelp/hyper-yelp, air horn and public address.
- Cutting-edge BMW/Code 3 LED emergency lighting system with LIN-bus control.
- Electrically adjustable windshield, adjustable seat height, adjustable brake, clutch & shift lever.
- Full radio interference suppression system with optimized radio antenna and control head mount.
- Gun lock release handlebar switch and pre-wired harness for lock.
- Corrosion-resistant stainless-steel front and rear protection bar system.
- Pre-wired moving radar connection (VSS, battery+, switched power +, ground)
- Pre-wired constant and switched-power circuits for computers, printers or video systems.
- Side stand holds motorcycle on grades up to 9% without locking mechanism
- The largest fuel tank (6.6 gal) with dramatically better fuel economy and range ≥300 miles.
- The longest service intervals (6,000 miles) for oil change / maintenance.
- The most comprehensive warranty covering all BMW supplied equipment, not just the motorcycle, enables your authorized BMW dealer to keep your motors on the road with less down-time.

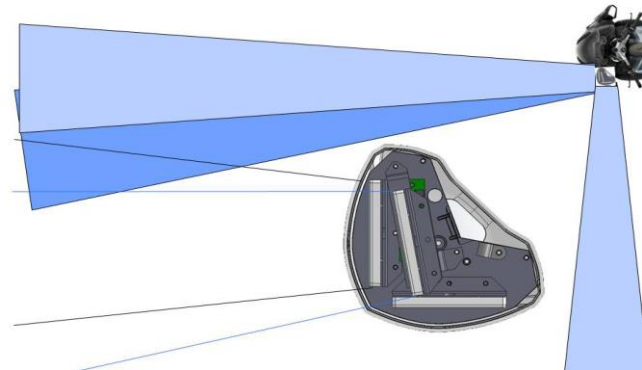
The high level of standard and available equipment means significantly lower up-fitting costs as well as greater utilization and reliability for your agency. **Look carefully at what features you specify in your RFQ's when comparing price and value.**

The R 1250 RT-P Emergency Lighting

The R 1250 RT-P provides the most modern, integrated lighting system available on a police motor. The auxiliary rear emergency light unit provides high-intensity visibility in all situations, plus provides additional benefit if the radio box lid is opened during the violator stop.

The BMW emergency lighting system provides:

- Four times the forward intensity of the prior model
- Focused lighting to cover primary danger zones where motorists are likely to turn left or pull-out in your path
- High intensity take-down lights and alley lights
- Alternating wig-wag functionality to maximize visibility
- Optimally grounded radio antenna mounting bracket (standard equipment), which is suitable for any radio frequency from 40 MHz to 800+ MHz.



Rear Light Module

Integration is further enhanced with the rear light module, which combines all of the lighting system components previously mounted on the rear of the police motor together in an easily-accessible controller module.

- Rear and rear-side facing emergency lights provide greater intensity than the previous double-stacked units.
- New high-mount rear-facing auxiliary brake & tail lights enhance visibility for approaching vehicles.
- Side-facing auxiliary turn signals add visibility when changing lanes while passing vehicles.
- Fully-integrated rear ID lights in blue or red keep license plate area uncluttered.
- Motion activated saddlebag lights provide visibility in bags at night / low light environments.



Saddlebag Illumination

Saddlebag illumination is another feature for the R 1250 RT-P. Two LEDs are precisely focused to illuminate the inside of the police saddlebag. Actuation is simple ... wave your hand by the light and a proximity sensor will turn-on both saddlebag lights for 15 seconds, then automatically turn them off! If you need the light for a longer period, wave your hand again and you get another 15 seconds of illumination. A cool yet extremely practical feature when loading / unloading at night, in low light conditions, parking garages, etc.



Handlebar Switch Assemblies

- Emergency light & siren switch has been relocated for optimal access. A touch of the switch activates lighting and siren system.
- Emergency lights now offer two program pattern switching modes.
- Siren has been programmed for quick switch response for “chirp” activation as well as wail, yelp, hyper-yelp and air horn.
- Radio speaker mute switch function now standard.



Full Color TFT Dashboard

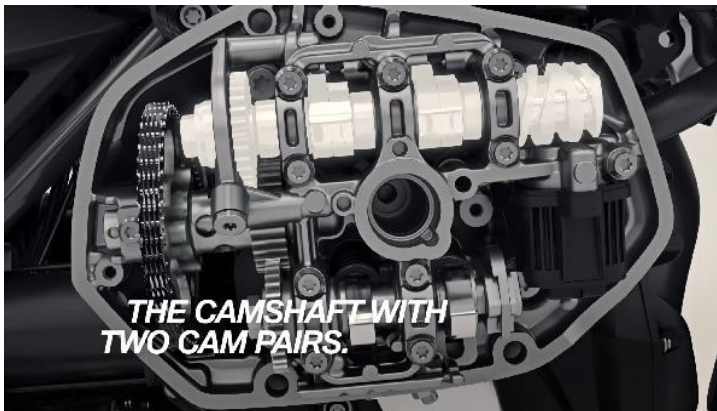
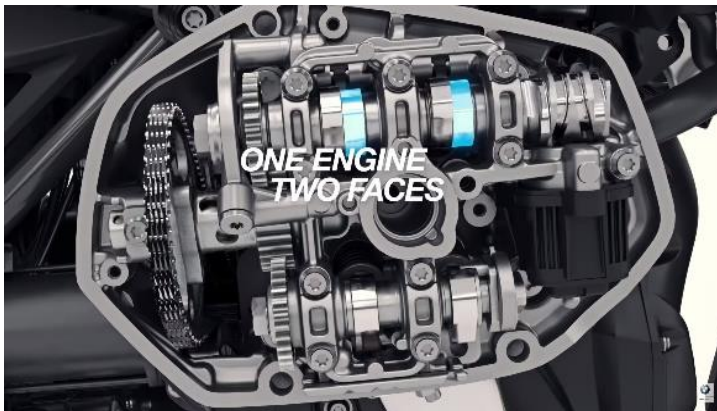
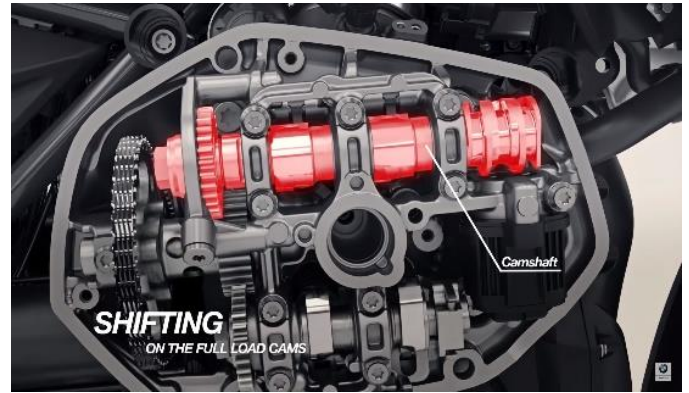
Full-color TFT dashboard provides a wealth of information to rider via the thumb-wheel control. Dashboard angle is adjustable to eliminate glare for officers of any height.

Integrated radio head and map light mounting is standard equipment on the new R 1250 RT-P, thereby facilitating quick yet secure installation of the radio control head. Combined with the standard radio antenna mounting at the rear, the RT-P is ready for any police radio installation without purchasing extra mounts. The mounting will also facilitate the tandem mounting of a police video system display / control head while retaining easy access to the ignition switch.

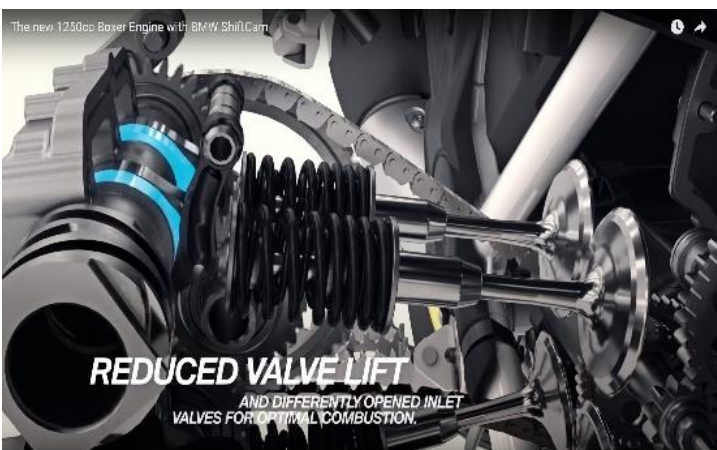


Shift Cam Technology

The new BMW Shift Cam technology enables variation of the valve timing and valve stroke on the intake side. In addition, the intake camshafts are designed for asynchronous opening of the two intake valves, resulting in enhanced swirling of the fresh incoming air-fuel mixture, and, therefore, more effective combustion. Other technical changes to the engine relate to the camshaft drive – now with a toothed chain (previously a roller chain) – an optimized oil supply, twin-jet injection valves and a new exhaust system.



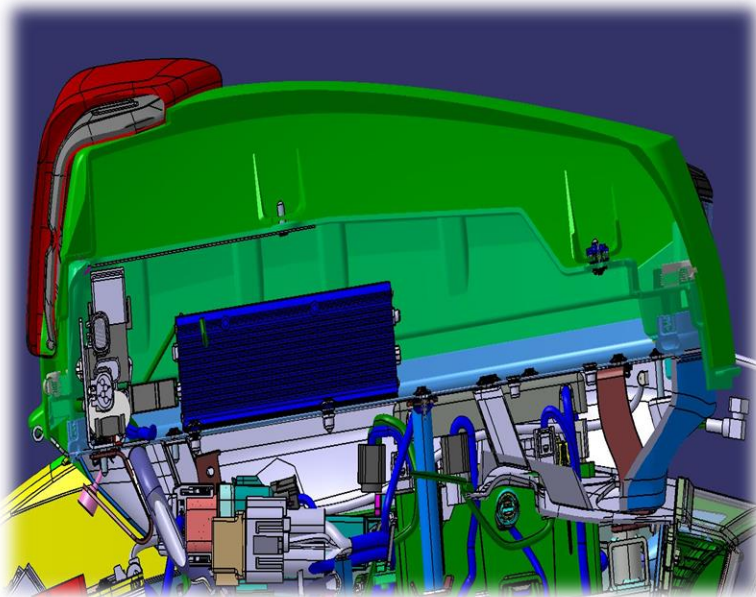
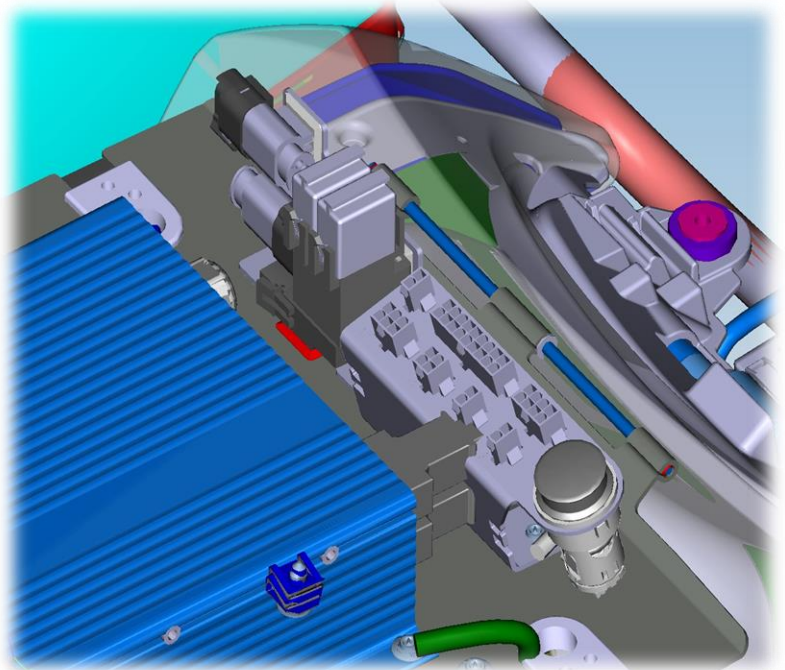
- New level of power and torque
- Improved performance
- Increased smoothness
- Reduced emissions
- Increased fuel economy
- Robust exhaust note
- Increased performance in lower power band



Advanced Electrical System

The R 1250 RT-P sets the standard for electrical power management while providing fast and efficient connection of police equipment. The GMSF (Body Controller authority) controls all special authority circuit outputs and charging of the auxiliary battery. There is no need for fuses, the GMSF monitors and protects outputs, controlling circuits for all police accessories:

- Gun Lock (6A)
- Radio (15A)
- Auxiliary LED Emergency Lights
- LED Flasher Connection (10A + 6A)
- Helmet Headset Interface (2A)
- Lighter Socket (6A)
- Accessory I (2A)
- Accessory II (2A)
- Accessory III (2A)
- Fairing Radio Speakers
- Radar Connection (6A)



The radio box on the R 1250 RT-P features an electronic release, eliminating the need for a key to open the box. The Body Controller authority and auxiliary battery are located under the radio box for optimal protection and interference suppression (average police radio chassis illustrated in radio box). The GMSF controls all accessory outputs and limits the time each output is powered after ignition-off. When each output is switched off, no parasitic loads are possible. The GMSF also monitors battery condition and systematically shuts-down accessory outputs to ensure the auxiliary battery cannot be flattened / damaged. At an average of \$1.50 a minute, installation labor for radios and accessories can be greatly reduced which significantly lowers your overall police motor preparation costs.

Longer Seating Surfaces and Narrower Frame



“Freshtouch” cover for heated seat.

- Approx. 18°F cooler under direct sunlight.
- Optimized foam padding for greater comfort.
- Transfers warmth from the heated seats better.

Optional Value from BMW R 1250 RT-P Motors:

BMW provides the most comprehensive assortment of options specifically designed for BMW motors, from simple map lights to electric locking assault rifle mounts. BMW designs these options to enable agencies to professionally mount the specialized equipment that we know you need and use, enabling everything to work properly. Additionally, these specially designed mounts greatly reduce the installation time over “universal” mounts (universal means it doesn’t fit anything properly), making the final package more affordable. All options are warranted by BMW to fit and function properly! A detailed listing of available options is in this information sheet.

Many recent entrants to the police motor arena have made claims of being much less expensive, but when the bidding is over and the dust settles, those motors are usually similar in price or even more expensive than the BMW with far less standard equipment and higher operating costs! Don’t be fooled by the newcomers!

Factory and Dealer added options available at additional cost:

- Keyless Ride
- Gear Shift Assist Pro – enables up and down shifting without clutch once motor is moving in 1st gear
- Chrome Exhaust – beautify your ride
- Additional Fog Lights – provides low level lighting for fog / alternatively flashes with headlight flasher during daytime operation of emergency lights
- PA Microphone
- High Seat Heated – no charge high seat option
- Low Seat Heated – no charge low seat option

How Important is Fuel Economy?

The long-term operational fuel cost for motors is an item seldom noted in most bids. BMW has recognized that most agencies have 87 AKI fuel in agency pumps at a cost substantially less than fuel motors purchase on the street.

BMW has tuned the engine on the MY17→ R 1250 RT-P to operate on fuel with octane rates as low as 87 AKI, which provides tremendous savings to agencies over purchasing premium fuel at local gas stations. The chart on the right illustrates the potential cost savings.

Often, motor purchases are decided with minimal differences in price without consideration to the effect of operational cost, yet these costs can dwarf the variance between competing bids. Fuel cost is one more reason why BMW Police Motors are the best long-term value for your agency.

Fuel Cost Savings - Southern California				
July, 2017				
Lifecycle Mileage		40,000	70,000	100,000
BMW R 1200 RT-P	MPG ¹	38.8		
Total Fuel Lifecycle Cost				
Premium - Retail	\$ 3.08	\$ 3,175.26	\$ 5,556.70	\$ 7,938.14
Regular - Retail	\$ 2.87	\$ 2,958.76	\$ 5,177.84	\$ 7,396.91
Regular - Bulk*	\$ 2.18	\$ 2,247.42	\$ 3,932.99	\$ 5,618.56
Savings				
BMW Regular Retail vs Premium		\$ 216.49	\$ 378.87	\$ 541.24
BMW Regular Bulk vs Premium		\$ 927.84	\$ 1,623.71	\$ 2,319.59
H-D FLHTP ²	MPG ¹	35.7		
Total Fuel Lifecycle Cost				
Premium - Retail	\$ 3.08	\$ 3,450.98	\$ 6,039.22	\$ 8,627.45
Savings				
BMW Premium vs FLHTP		\$ 275.72	\$ 482.51	\$ 689.31
BMW Regular Retail vs FLHTP		\$ 492.22	\$ 861.38	\$ 1,230.54
BMW Regular Bulk vs FLHTP		\$ 1,203.56	\$ 2,106.23	\$ 3,008.89

* Price of regular fuel, purchased by LAPD in bulk 7/2017
Retail fuel prices based on LA Times published 7/13/2017

¹ MPG based on 2017 LASD test results for MY17 BMW
R 1200 RT-P and H-D FLHTP - your results may vary

² H-D FLHTP only rated for premium fuel based on MY17
H-D Owner's Manual

BMW provides service maintenance training classes at our Ontario, CA BMW Training Center free-of-charge to the agency.

This class is specifically tailored to agency technicians who wish to fully maintain the motor as well as perform supplementary work such tire changes, clutch replacement, etc. BMW also offers training on the BMW ISPI diagnostic tester system for agencies with larger fleets that can justify the acquisition of a diagnostic tester. The training enrollment form can be found under the training tab on the BMW Police Motors website at www.bmwmc.net.



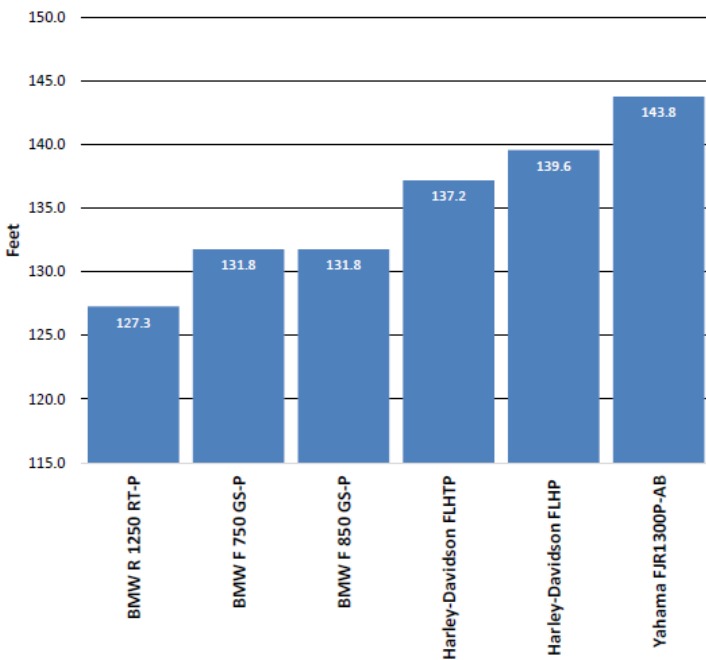
BMW Motors Perform at Michigan State Police Vehicle Test.

BMW Motorrad USA supports the Michigan State Police Vehicle Test, participating again in the 2020MY vehicle test program, with the R 1250 RT-P, F 850 GS-P and F 750 GS-P performing flawlessly in the testing, registering impressive results in all test categories throughout the testing program. Go to www.bmwmc.net under Products / Agency Reviews to see the complete test report with details on all motors tested.

SUMMARY OF MOTORCYCLE ACCELERATION & TOP SPEED						
	BMW R 1250 RT-P	BMW F 750 GS-P	BMW F 850 GS-P	Harley-Davidson FLHTP	Harley-Davidson FLHP	Yamaha FJR1300 P-AB
ACCELERATION (seconds)						
0-20 mph	1.36	1.29	1.40	1.18	1.23	1.22
0-30 mph	1.94	1.98	2.09	1.82	1.82	1.82
0-40 mph	2.53	2.69	2.75	2.63	2.63	2.41
0-50 mph	3.15	3.58	3.57	3.96	3.90	2.98
0-60 mph	3.88	4.72	4.56	5.30	5.17	3.67
0-70 mph	4.85	6.14	5.90	7.08	6.91	4.57
0-80 mph	5.90	8.15	7.63	9.51	9.05	5.48
0-90 mph	7.20	10.94	9.97	12.90	12.34	6.75
0-100 mph	8.84	15.34	13.85	20.05	18.04	8.19
TOP SPEED (mph)	137	116.2	120.1	108.3	109.2	147
DISTANCE TO REACH (miles)						
100 mph	0.15	0.29	0.26	0.41	0.36	0.13
120 mph	0.33	N/A	1.60	N/A	N/A	0.28
Top Speed	2.27	1.78	1.60	0.79	0.67	3.01

MOTORCYCLE DYNAMICS TESTING							
SEPTEMBER 12, 2019							
Vehicles	Drivers	Lap 1	Lap 2	Lap 3	Lap 4	Lap 5	Average
BMW R 1250 RT-P	TIBAUDO	01:37.71	01:38.52	01:37.84	01:38.37	01:37.41	01:37.97
	DARLINGTON	01:37.40	01:37.43	01:37.58	01:37.22	01:36.85	01:37.29
	CUPP	01:35.99	01:36.25	01:36.49	01:36.56	01:35.71	01:36.20
	ROGERS	01:36.91	01:36.27	01:36.16	01:36.06	01:36.29	01:36.34
Overall Average							01:36.95
BMW F 750 GS-P	DARLINGTON	01:40.20	01:39.58	01:39.92	01:39.56	01:39.52	01:39.76
	TIBAUDO	01:41.67	01:41.61	01:41.00	01:41.64	01:40.67	01:41.32
	ROGERS	01:39.43	01:38.89	01:39.41	01:39.35	01:39.21	01:39.26
	CUPP	01:39.22	01:39.26	01:38.76	01:39.41	01:38.45	01:39.02
Overall Average							01:39.84
BMW F 850 GS-P	ROGERS	01:38.01	01:37.30	01:38.27	01:38.19	01:37.17	01:37.79
	CUPP	01:37.55	01:37.35	01:37.31	01:37.62	01:37.06	01:37.38
	DARLINGTON	01:38.17	01:37.67	01:37.71	01:39.00	01:39.37	01:38.40
	TIBAUDO	01:39.29	01:38.92	01:39.00	01:39.14	01:38.57	01:38.98
Overall Average							01:38.14
Harley-Davidson FLHTP	ROGERS	01:50.05	01:49.06	01:49.61	01:49.15	01:49.37	01:49.45
	CUPP	01:49.66	01:49.27	01:50.08	01:49.93	01:49.46	01:49.68
	DARLINGTON	01:50.04	01:50.15	01:49.76	01:49.73	01:49.50	01:49.84
	TIBAUDO	01:50.62	01:50.30	01:50.41	01:50.30	01:49.90	01:50.31
Overall Average							01:49.82
Harley-Davidson FLHP	DARLINGTON	01:51.69	01:51.02	01:51.26	01:50.97	01:51.31	01:51.25
	TIBAUDO	01:49.65	01:49.13	01:49.81	01:49.51	01:49.15	01:49.45
	ROGERS	01:48.94	01:48.97	01:49.19	01:49.04	01:49.00	01:49.03
	CUPP	01:49.41	01:49.62	01:49.38	01:49.45	01:49.48	01:49.47
Overall Average							01:49.80
Yamaha FJR1300P-AB	CUPP	01:38.34	01:37.06	01:37.17	01:36.48	01:35.57	01:36.92
	ROGERS	01:36.68	01:37.13	01:36.59	01:36.32	01:36.80	01:36.70
	TIBAUDO	01:40.69	01:39.85	01:39.60	01:39.80	01:40.22	01:40.03
	DARLINGTON	01:38.38	01:38.79	01:38.85	01:38.63	01:38.18	01:38.57
Overall Average							01:38.06

2020 Motorcycle Brake Testing
Projected Stopping Distance



BMW Motorrad USA thanks the Michigan State Police for conducting their annual vehicle testing program, which we feel is a valuable service to law enforcement agencies everywhere.

R 1250 RT-P Options / Equipment Listing

Factory Color Choices:

Night Black & Alpine White III (753)
Alpine White III (751) (Special Order)
Night Black (716)

Factory & Dealer Added Options:

Keyless Ride (193)
Gear Shift Assist Pro (222)
Chrome Exhaust (350)
Additional Fog Lights (562)
High Seat – Heated (610)
Low Seat – Heated (776)

Standard Factory Features:

Heated Single Seat (518)*
Heated Handlebar Grips (series std.)
TPM (Tire Pressure Monitoring) (530)*
Traction Control System (series std.)
ABS Pro (series std. from MY2018)
Electronic Cruise Control
Weather Protection Pkg. (649)*
US Authority Package (113)
Authority Package (369)
Full Interference Suppression (461)
Electronic Siren (486)
Authority Speedometer MPH (504)
Auxiliary Battery (537)
Switch-Off Lights (570)
Single Seat w/Large Radio Box (642)
Painted Special Duty Cases (660)
Front Protection Bars (672)
Rear Protection Bars (674)
Deviation from Standard (719)
Rear Socket (764)
Michelin Tires (788)
Authority Vehicle (998)
Emergency Light Options
Red, Blue, Amber, White LEDX Modules
Duplex LEDX Rear Module
(Blue/Blue, Red/Red, Blue/Red, Blue/Amber)
Twin Torus LED Take-Down Lights
Single Torus LED Alley Lights
Auxiliary Brake/Tail LED Lights
Auxiliary Side Turn Signal Lights
Saddlebag LED Lights

Other Convenience Options:

Extra Ignition Key / Keyless Ride Fob
Low Seat - Not Heated
Std. Seat – Not Heated
High Seat – Not Heated
Low Seat - Heated
High Seat - Heated
Tire Pressure Gauge
Saddlebag Liners (each)

Technical Specifications

R 1250 RT-P

Engine Layout	Air/water-cooled flat twin ("Boxer") 4-stroke engine, two camshafts and four radially aligned valves per cylinder, central balancer shaft, BMW ShiftCam VVT.
Bore x stroke	102.5 mm x 76 mm
Displacement	1,254 cc
Rated output	136 hp (100 kW) at 7,750 rpm
Max. torque	105 ft-lb (143 Nm) at 6,250 rpm
Compression ratio	12.5 : 1
Mixture control / engine management	Electronic intake pipe injection / BMS-X+ electronic engine management with E-Gas electronic throttle actuator, ride mode control (rain / road), optional Ride Modes Pro with additional dynamic mode, reduced throttle twist angle to 70°
Emission control	Closed-loop 3-way catalytic converter, emission standard EU-4
Cooling System	Air / water precision cooled, thermostatically-controlled micro-cooled, large radiators with computer-controlled auxiliary fan drive
Maximum speed	125+ mph (200 km/h)
Fuel consumption	60 mpg at a constant 56 mph
Fuel type	Premium fuel 91 AKI (pursuit rated minimum octane rating: 87 AKI)
Alternator	Dual speed alternator 508W w/auxiliary battery / 34Ah output at idle
Battery, Main	12 V / 16 Ah, AGM maintenance-free
Battery, Auxiliary	12 V / 16 Ah, AGM maintenance-free, with computer controlled charging relay
Clutch	Self-energizing wet clutch, 8-plates, hydraulic self-adjusting
Gearbox	Constant mesh 6-speed gearbox with helical gear teeth
Drive System	Shaft drive with integral torsion damper; standard ABS and traction control
Frame	Continuous tubular steel bridge-type frame, bolt-on rear frame section
Front wheel location / suspension	BMW Motorrad Telelever, central spring strut, hydraulic steering damper
Rear wheel location / suspension	Cast aluminum single-sided swing arm with BMW Motorrad EVO Paralever; WAD strut (travel-related damping), spring preload hydraulically adjustable (continuously variable) at hand wheel, rebound damping adjustable
Suspension travel front / rear	4.7/5.4 inches (120 mm / 136 mm)
Wheelbase	58.5 inches (1,485 mm)
Castor	3.92 inches (99.6 mm)
Steering head angle	64.1°
Wheels	Cast aluminum wheels, MTH2 rim profile
Rim, front	3.50 x 17"
Rim, rear	5.50 x 17"
Tires, front	120/70 ZR 17 Michelin Pilot Road 4
Tires, rear	180/55 ZR 17 Michelin Pilot Road 4
Brake, front	Dual disc brake, floating brake discs, diameter 320 mm, four-piston radial calipers
Brake, rear	Single disc brake, diameter 275 mm, double-piston floating caliper
ABS	BMW Motorrad Integral ABS (Fully-integral) with ABS Pro standard
Length	87.5 inches (2,222 mm)
Width (incl. mirrors)	38.7 inches (983 mm)
Height (excl. mirrors)	55.7 inches (1,416 mm)
Seat height, wet weight	31.7/32.5 inches Std (high: 32.7 / 33.5 inches; low seat: 29.9 / 30.7 inches)
Weight, wet	650 lbs (295 kg)
GVWR	1,091 lbs (495 kg)
Payload including rider	441 lbs (200 kg)
Usable tank volume	6.6 gallons (25.0 liters)
Reserve	Approx. 1 gallon (4.0 liters)
Saddlebag volume	23 liters each, top-opening
Single key locking system	Two metal coded keys are standard or two fob transmitters with Keyless Ride option. Additional coded keys or fobs can be ordered with unit or after purchase.
Siren system	BMW twin speaker electronic siren with wail, yelp, hyper-yelp, air-horn, PA. SAE J1849 and CA Title 13 compliant. 120 dB (A) @ 3 m.
Emergency lighting system	BMW/Code 3 LED light system (maximum 10 LEDX light heads) with alternating flash sequence, channel segregation for front & rear and duplex LEDX auxiliary rear.
Alley lights	Integrated alley light function utilizing separate Torus LED, selectable alternating wig-wag with emergency light operation.
Cruise lights	Integrated cruise light function for front and rear facing LED emergency lights to steady-burn at 10% power output.
Take-down lights	Integrated twin Torus LED, with selection switch for steady-burn or wig/wag alternating flash with emergency light operation.

BMW Motorrad USA



Photo Courtesy of Ray Holt-Michigan State Police

Contact Information:

Keith Wilson, Nat'l Authority & Fleet Sales Manager

Keith.Wilson@bmwna.com (248-472-6786 Cell)

BMW Police Motors Website

www.bmwmc.net

Limited Warranty - 2021 Police Motorcycles (Valid only in the U.S.A.)

Warrantor - BMW of North America, LLC ("BMW NA") warrants to the first retail Public Authority (Purchaser) and each subsequent Purchaser of 2021 U.S. specification R 1250 RT-P, F 850 GS-P and F 750 GS-P BMW Police motorcycles, imported by BMW NA against defects in material or workmanship.

Warranty Begins- Coverage begins with the date of the first retail sale or the date the vehicle is first placed into service as a sale demonstrator, BMW Press vehicle, BMW Employee Lease vehicle, BMW demonstrator, BMW display vehicle, BMW Fleet vehicle or BMW dealer demonstrator prior to sale at retail, on the date the vehicle is first placed in such service.

Warranty Period-The warranty period is 36 months or 36,000 miles (60,000 miles for BMW Authority vehicles) whichever occurs first except for as noted below.

Warranty Coverage-To obtain warranty service coverage, the vehicle must be brought, upon discovery of the defect in material or workmanship, to the workshop of an authorized BMW motorcycle and scooter dealer in the United States or Puerto Rico, during normal business hours. This BMW dealer will, without charge for parts or labor, either repair or replace the defective part(s) using new or authorized remanufactured parts. The decision to repair or replace said part(s) is solely the prerogative of BMW NA. Parts for which replacements are made become the property of BMW NA. In all cases, a reasonable time must be allowed for warranty repairs to be completed after the vehicle is received by the BMW dealer. Warranty repairs do not constitute an extension of the original limited warranty period for the vehicle or a part thereof.

BMW NA hereby excludes incidental and consequential damages, including loss of time, inconvenience, or loss of use of the vehicle, for any breach of any express or implied warranty, including implied warranty of merchantability that may be applicable to this product. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusion may not apply to each owner.

This warranty gives the owner specific legal rights and the owner may also have other rights, which vary from state to state. Any legal claim or action arising from any express or limited warranty contained herein must be brought within 12 months of the date it arises. This warranty is applicable to US specification motorcycles and scooters operated within the United States. US specification motorcycles and scooters operated outside of the United States may be covered by the BMW Motorrad international limited warranty, which may differ in coverage from the US limited warranty. All maintenance services must be performed to keep your warranty coverage valid. It is the owner's responsibility to maintain the vehicle as indicated by the vehicle's Condition Based Service (CBS) display and/or as outlined in the Maintenance Service Summary section of this booklet. Prior to performing service or repair work under warranty, when necessary, the owner must present to the authorized BMW dealer proof that the periodic maintenance services were performed at the required intervals. The repair invoices/receipts for the completion of required maintenance services should be retained for this purpose.

Notwithstanding the above, the following items are warranted against defects in material and workmanship for the first 12 months:

- Halogen headlight bulbs
- Paint, powder coat and chrome finishes
- Chrome

Notwithstanding the above, the following items are warranted against defects in material and workmanship for the first 24 months:

- Batteries
- Xenon & LED bulbs as original equipment supplied by BMW (not Code 3, see below for Code 3 LED warning light warranty)

This warranty does not apply to the following, except as noted above:

a.) Maintenance Services: Maintenance services and parts when replaced during maintenance such as spark plugs, lubricants, fluids, engine tune-up parts, replacement of filters and coolant. Mechanical adjustments or repairs that become necessary through normal wear and tear such as throttle body synchronization, steering bearing adjustments or other periodic maintenance oil.

b.) Failure to maintain the vehicle properly in accordance with the Owner's Manual or the Service and Warranty Information booklet that results in the failure of any part of the vehicle.

c.) Service & Wear Items: This includes, the replacement of light bulbs, brake pads, linings and rotor assemblies; clutch plates, steering head, wheel and swing arm bearings and ball joints; fuses, control cables, poly V-belt replacement, drive chains, belts, sprockets and pulleys; exhaust pipes and mufflers for discoloration of finish and rubber items such as hand grips, foot rests, foot shift and control cable shields.

d.) Batteries: Batteries that exhibit signs of neglect and/or overcharging. Batteries in remote keys/hand-held transmitters account as consumables and are, therefore, not included in the scope of the warranty.

e.) Tires: Tires and tubes are warranted by their respective manufacturer for defects in materials and workmanship.

f.) Garmin Products: Garmin products manufactured by Garmin International and marketed by BMW NA through BMW Motorrad USA authorized dealers are warranted by Garmin International, for defects in material and workmanship. Please refer to the warranty information provided with these products for further details.

g.) Improper fuel usage: Only use fuels advertised to have adequate detergency and low alcohol: For bikes up to and including MY 2018 - maximum 10% ethanol content; for MY 2019 & Newer – maximum 15% ethanol content. Please refer to the owner's manual for important information on the fuel recommended for use in the vehicle. Use of fuels with insufficient detergent and/or excess alcohol can cause drivability problems that necessitate cleaning intake valves and fuel injection valves, and, when applicable, adjusting the engine idle. We suggest having this work performed by an authorized BMW dealer, perhaps while regular maintenance is performed. A BMW dealer can also recommend a gasoline additive that will provide sufficient detergency. While this recommended unscheduled maintenance is not required in order to maintain the emission warranty, cleaning of intake valves or, when applicable, fuel injection valves, or adjustment of engine idle, necessitated by use of inappropriate fuel, is not covered by warranty because no defect in material or workmanship or component failure is involved.

h.) Damage: This includes, but is not limited to, damage resulting from negligence, improper treatment, extreme lack of use (100 miles or less per month on average) or improper storage, the installation and use of side cars, three wheel conversions, trailer hitches, the towing of trailers of any description, accidents or improper accident damage repairs, corrosion from road salts, battery acid, cleaning agents, environmental influences, or treatment contrary to the Rider's Manual.

i.) Non-Genuine BMW Parts: While you may elect to use non-genuine BMW parts for maintenance or repair services, BMW NA is not obligated to pay for repairs of the non-genuine BMW parts or for repairs of any damage resulting from the use of non-genuine parts. BMW NA will not accept any liability under this warranty for repair of, or damage caused by, any parts and accessories not approved by BMW.

j.) Damage to a component or assembly due to the installation of replacement parts with specifications that differ in any material respect from Original BMW Parts.

k.) Towing: Limited towing assistance is available through the BMW Motorcycle Roadside Assistance Plan.

l.) Code 3 Emergency Products: BMW NA has arranged with Code 3 Public Safety Equipment, Inc. ("Code 3") to allow authorized BMW motorcycle retailers to process valid Code 3 claims for warranty repair / replacement of Code 3 products under the Code 3 warranty; but only for Code 3 products supplied by BMW NA on new BMW police motors and originally distributed by BMW NA through the BMW parts system. Code 3 warranty duration is 3-years for LED light heads, 3-years for siren amplifiers and LED flasher modules and 2-years for siren speakers. Please refer to the warranty information provided by Code 3 with these products for further details. BMW NA does not warrant these products. The ability to utilize the BMW NA warranty system for Code 3 claims is solely for dealer and customer convenience and maximizes customer satisfaction. BMW NA reserves the right to terminate this arrangement.

m.) Other Emergency Parts (Lighting, mounting parts, Siren Systems): These components manufactured and distributed by FMS Accessories, Whelen, Federal Signal and Unitorl are warranted by their respective manufacturer for defects in material and workmanship. Please refer to the warranty information provided with these products. Specifically, for products purchased from FMS Accessories please see the FMS policy at <https://fmsaccessories.com/warranty>

The warranty shall be null and void if:

- The motorcycle or scooter is used in any competitive events.
- The motorcycle or scooter has been declared a total loss or sold for salvage purposes.
- If the Vehicle Identification Number has been altered or cannot be read.
- Any non-BMW approved performance accessory or component attached to the vehicle which alters the original engineering and/or operating specifications which results or may result in damage to other original components.
- If the odometer has been replaced or altered and the true mileage cannot be determined

REQUEST FOR QUOTATION NO. 2021-031
BMW POLICE MOTORCYCLES

GENERAL CONDITIONS

1. **SCOPE**

To provide eight (8) new/unused BMW Police Motorcycles, to the City of Burbank, Public Works Department/Fleet Division, in accordance with the Specifications herein.

2. **QUALIFICATIONS OF BIDDER**

Only Manufacturers or Contractors of established reputation, or their duly authorized dealers or agents, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the Specification, will be considered in making the award. **All bidders must be licensed at time of Bid Submittal as Vehicle Dealers by the California Department of Motor Vehicles and be in good standing.** Any record of administrative actions will be reviewed on a case-by-case basis to determine whether such action necessitates disqualification. Failure to meet this requirement will disqualify a bidder.

3. **PRICING, PAYMENT AND DISCOUNTS**

Pricing: All bid prices shall be firm and fixed and not subject to escalation. Pricing shall remain valid for ninety days (90) from the date that bids are due.

Payment: Vendor to specify payment terms and any discounts offered for payment after receipt of completed vehicles with all equipment and manuals and inspection approval.

4. **DELIVERY**

All orders shall be F.O.B. destination – City of Burbank, 124 S. Lake Street, Burbank, CA 91502. Contact Craig Van Item, Fleet Superintendent at 818-238-3841 to make delivery arrangements.

Vehicles, their accessories, spare parts and tools shall be packed in such a manner as to prevent pilferage and ensure safe delivery to the designated point.

Delivery is defined as the Vendor successfully transporting the vehicle purchased to the City of Burbank by Vendor's personnel or common carrier, in new and unused condition (with the exception of transit mileage on the odometer), in full conformance with specifications, with all components in working condition, with absolutely no damage from road transit and with all warranties provided.

Delivery must include all equipment; manuals and all training must be completed before the City shall grant final acceptance.

5. **INSPECTIONS AND FINAL ACCEPTANCE**

After receipt of delivery in Burbank: The City shall have three (3) City working days to fully inspect the vehicle and make final acceptance after delivery by Vendor to the City of Burbank.

Final Acceptance of the vehicle will occur upon the satisfaction of all of the following conditions:

- A. Vehicle(s) delivered in new and unused condition (with the exception of odometer mileage from point of transit)
- B. Vehicle(s) in full conformance to specifications
- C. Vehicle(s) in full operational condition, with all components intact and accounted for. Any damage that occurs during road transit will be the responsibility of the Vendor to correct before final acceptance is made

- D. All warranties are in effect, and documentation of warranties is provided to City
- E. City personnel have been trained and have received all training materials.

6. **FEDERAL, STATE AND LOCAL GOVERNMENT REGULATIONS**

All bidders must be licensed at time of **Bid Submittal** as Vehicle Dealers by the California Department of Motor Vehicles and be in good standing. Any record of administrative actions will be reviewed on a case-by-case basis to determine whether such action necessitates disqualification. Failure to meet this requirement will disqualify a bidder.

Successful bidder shall meet all Federal, State and local government vehicle regulations. The manufacturer shall provide the following:

- Complete California Department of Motor Vehicles registration including all taxes and fees
- Certificate of origin
- Verification of Vehicle Identification Number with California weight certification

7. **SERVICE AND AVAILABILITY OF PARTS**

The ability of the Bidder to provide service and have parts readily available to the City after delivery is a requirement. The successful bidder shall have a service facility within seventy-five (75) driving miles of the City of Burbank. The facility shall have been engaged in the repair and maintenance of related vehicles for a minimum of five (5) years.

8. **FORCE MAJEURE**

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Vendor, the Vendor shall notify the City of Burbank, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather. Neither party to the agreement shall be held responsible for delay or default for causes shown above which is beyond that party's reasonable control. The City of Burbank may terminate the agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement.

9. **ORDERING METHOD**

It is the intent of the City to issue one (1) purchase order with a total estimated lump sum to adequately cover the costs of items ordered for the specified period. The City reserves the right to split this contract and award to more than one vendor if it is to the City's advantage.

10. **FORM OF BIDDER'S PROPOSAL AND SIGNATURES**

The envelope enclosing the quotation shall be sealed and addressed to the Purchasing Manager, Administrative Services Building, 301 East Olive Avenue – Suite 305, Burbank, California 91502, or P. O. Box 6459, Burbank, California 91510. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and bear the words, "Quotation For" followed by the name of the work and the date and hour of opening bids.

Note: Failure to use the City's form, provide a signature, or provide all requested forms, will disqualify the bidder. Providing additional quotes other than those forms provided by the City will disqualify your bid. Any clarifications of terms must be requested via the online Q&A prior to bid closing.

11. PREPARATION OF BIDDER'S PROPOSAL

- A. All blank spaces in the quotation shall be properly completed. The text of the quotation must not be changed, and no additions shall be made to the terms contained therein.
- B. A Bidder may withdraw a quotation, without prejudice, before the hour fixed for opening of bids, by submitting a written request to the Purchasing Manager for its withdrawal. In such event, the quotation will be returned to the Bidder unopened. No quotation may be withdrawn after the hour fixed for opening bids without approval of the City.
- C. The Bidder shall state in figures the unit prices. **If the unit prices and the extended total amount stated by the Bidder for any items are not in agreement, then the unit price alone will be considered as representing the Bidder's intention, and the base bid will be corrected to conform thereto.**
- D. When more than one item appears in the Bidder's Quotation Sheet, Bidders may quote on any one or more item. The bidder must state "**NO BID**" on items not offering in the quotation. The City reserves the right to accept a bid on each separate item or on any of them offered in any quotation received, except when otherwise provided by specific limitation by the City.
- E. To submit an alternate quotation, the vendor must first submit a quotation as requested or the alternate may not be considered. Alternate bids must have a detailed description under the line item comments.
- F. No quotation received after the specified deadline or at any place other than City of Burbank Purchasing's office will be considered.

All forms must be obtained electronically via the PlanetBids website. Hard copies will not be available. If you are having technical issues downloading your bid documents, please contact PlanetBids directly at (818) 992-1771. Computers are available for public access at your local library, or any City of Burbank Public Library. For more information regarding City of Burbank Public Libraries, please visit <https://burbanklibrary.org/workforce>.

12. BIDDERS INTERESTED IN MORE THAN ONE BID

A person, firm or corporation shall NOT make or file, or be interested in more than one bid, for each proposal or bid request (except an alternative bid when specifically requested) provided, however, a person, firm or corporation who has submitted a sub-quotation to a prime Bidder, or who has quoted prices on materials to such prime bidder, is not thereby disqualified from submitting a sub-quotation or from quoting prices to other bidders submitting quotations.

13. FEDERAL, STATE AND LOCAL TAXES

Municipalities are exempt from Federal Excise Taxes, and prices quoted are to EXCLUDE Federal taxes. Exemption Certificate will be furnished upon request. Unless otherwise indicated, prices will be considered to EXCLUDE State and City Sales or Use Tax, which is payable by the City.

14. TAX DOCUMENTATION

The successful Bidder shall submit the following tax documentation, prior to a Purchase Order being issued:

- A. City of Burbank Payee Registration Form

The Internal Revenue Code requires us to issue Form 1099 for certain payments made to Payees other than Corporations. Each failure to furnish a TAXPAYER IDENTIFICATION NUMBER COULD RESULT IN A PENALTY BEING ASSESSED by the I.R.S. In addition, we will be required to withhold 20 percent from payments subject to 1099 Reporting, if you fail to furnish us your IDENTIFICATION NUMBER.

15. ELECTRONIC FUNDS TRANSFER

The City is requiring all vendors of goods and services to use Electronic Funds Transfer (EFT) as a primary payment method. The successful bidder will be provided with set up instructions for EFT payments.

16. **INTERPRETATION OF DOCUMENTS**

If a prospective Bidder is in doubt as to the true meaning or intent of any part of the RFQ/RFP documents including the Specifications, or discovers discrepancies in, or omissions from the Technical Specifications, he may submit to the Purchasing Manager an electronic request for an interpretation or a correction thereof via the Q & A of the Planet Bids Website. Interpretations or corrections of the RFQ/RFP, including the Specifications and Drawings, shall be made only by addendum duly issued by the Purchasing Manager, and a copy of such addendum will be via Planet Bids. Such addendum shall be considered a part of, and incorporated in, the RFQ/RFP.

17. **QUESTIONS**

All **QUESTIONS** concerning this Quote may be submitted via the PlanetBids Q&A, **electronically**, no later than **December 9, 2021 by 4:00 P.M.**

18. **RESERVATIONS**

The City reserves the right to reject any and all bids, or any item or items of the bid, and to waive any informalities or technical defects as the interests of the City may require.

19. **CHARTER CITY STATUS**

Except as provided for in this Code or pursuant to agreement approved by the City Council, the City of Burbank, as a Charter City, is exempt from the provisions of the California Public Contract Code.

20. **PERSONAL LIABILITY**

No member of the City Council or other officer, employee, or agent of the City, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

21. **EXTENSION OF CONTRACT TO OTHER LOCAL PUBLIC AGENCIES**

The prices, terms and conditions of this bid may be extended to other governmental agencies at the mutual agreement of both the agency and the bidding contractor. All requirements of the specifications, purchase orders, invoices and payments with other agencies would be handled directly with the successful Bidder. The City of Burbank does not warrant any additional use of the contract by such agencies. The Bidder's response as requested on the Bidder's Proposal will in no way affect the City of Burbank's consideration of this bid. Exception to this must be clearly noted on the Bidder's Proposal.

22. **LOWEST RESPONSIBLE BIDDER**

In selecting the lowest responsible Bidder, consideration will be given not only to the price but also those matters contained in Burbank Municipal Code 2-2-114. To receive favorable consideration, a Bidder may be required to present evidence that the Bidder has successfully performed similar work of comparable magnitude and complexity, or submit other evidence satisfactory to the City that the Bidder is competent to manage the proposed undertaking and to carry it forward to a successful conclusion. A showing of adequate financial resources may be required, but, unless otherwise stated, it will not be used as the only factor to determine whether a Bidder is able to undertake the proposed work. (<https://www.codepublishing.com/CA/Burbank/?Burbank02/Burbank0202.html#2-2-114>)

23. **PROTEST PROCEDURE (Burbank Municipal Code 2-2-113)**

1. Three (3) City working days prior to making an award, the City will issue an Intent to Award Letter to each Responsive Bidder. Any Responsive Bidder receiving said letter may protest the award. A written protest must be received by the Purchasing Manager within 3 working days of the notification date of the intent to award letter noting the specific reasons for the protest and all relevant documentation.

2. The Purchasing Manager shall review the protest and provide the protesting bidder with a written decision regarding the protest within three (3) working days from the receipt of the written protest.
3. Any appeal of the Purchasing Manager's decision may be made to the City Manager within three (3) City working days of the date of the final decision. The City Manager's decision shall be binding and final.
4. In circumstances of urgent need and when it is in the best interest of the City to do so, the City Manager may dispense with the protest procedure provided for in this section and make the award.
5. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

24. **COMPLIANCE WITH LAWS**

The successful bidder shall perform all of its obligations under these Contract Documents in accordance with all applicable federal, state and local laws, rules, regulations and orders. This obligation includes, but is not limited to, compliance with any applicable workplace safety requirements issued in connection with COVID-19, and any updates thereto.

For Federally funded purchases, disbarment in the SAM (System for Award Management) list will be grounds for immediate rescission of City's contractual obligation.

25. **CANCELLATION OF THE AGREEMENT**

The City of Burbank may cancel this agreement with cause at any time with ten (10) days written notice to the Vendor. Cancellation for cause shall be at the discretion of the City of Burbank and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Vendor may not cancel this contract without prior written consent of the Purchasing Manager.

26. **CHANGES IN THE WORK**

The City of Burbank may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Burbank may find necessary or desirable. The bidder shall not claim forfeiture of contract by reasons of such changes by the City of Burbank.

27. **INVOICES**

It is understood that partial invoicing is acceptable; however, all invoices shall contain a complete breakdown of all material furnished per location of work. All invoices shall be Net 30 unless otherwise specified on the Bidder's proposal. The earliest the City can pay an invoice is Net 20 days.

All payments made to California Non-Residents (not qualified with the Secretary of State) for services provided in the State of California are subject to a 7% withholding which will be paid directly to the State of California. For more information see California Federal Tax Board (FTB) Publication 1017.

28. **INDEMNITY**

The City, its officers, employees and/or agents shall not be answerable or accountable in any manner for any loss or damage that may occur to the work or any part thereof, or for any of the materials or other things used or employed in performing the work or for injury or damage to any person or persons, either workmen, employees of the Vendor or its Subcontractors or the public, or for damage to adjoining or other

property, from any cause whatsoever arising out of, or in connection with, the performance of the work. The Vendor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of, or in connection with, the performance of the work, except for sole negligence or willful misconduct of city, or of its employees and agents. The Vendor will defend the City, its officers, employees and agents against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of the Vendor, its agents, employees, Subcontractors, or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents, or employees (but excluding such actions, claims, damages to persons or property, penalties, obligations, or liability arising from the sole negligence or willful misconduct of the City, its Council, employees and agents, and in connection therewith:

- A. The Vendor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- B. The Vendor will promptly pay any judgment rendered against the Vendor or the City, its officers, employees and agents covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of the Vendor hereunder; and the Vendor agrees to save and hold the City, its officers, employees and agents harmless therefrom.

In the event the City is made a part of any action or proceeding filed or prosecuted against the Vendor for such damages or other claims arising out of or in connection with the work, operation or activities of the Vendor hereunder, the Vendor agrees to pay to the City any and all costs and expenses incurred by the City in such action or proceeding together with the reasonable attorneys' fees.

29. **MISCELLANEOUS**

- A. **Severability.** If any part, term, or provision of the Contract Documents shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over the Contract Documents, the validity of the remaining portions or provisions shall not be affected by such holding.
- B. **Governing Law.** The terms of the Contract Documents shall be interpreted according to the laws of the State of California. Should litigation occur, the venue shall be in the Superior Court of Los Angeles County.
- C. **Equipment**
All equipment and/or material referred to in this quotation shall in all respects be in full compliance with all CAL / OSHA Safety and Health Orders.
- D. **Identification**
All correspondence, drawings, shipping papers, documents and invoices pertaining to equipment described in the Specification shall be plainly marked with the number of the Specification or Purchase Order Number. All bundles, boxes, crates, containers, and pieces of equipment shipped under the Specification shall be plainly labeled with said number.
- E. **Reservations**
The City reserves the right to reject any and all bids, or any item or items of the bid, and to waive any informalities or technical defects as the interests of the City may require.

F. **Personal Liability**

No member of the City Council or other officer, employee, or agent of the City, or their consultants shall be personally responsible for any liability arising under or by virtue of the Contract.

G. **Charter City Status**

Except as provided for in the Burbank Municipal Code or pursuant to agreement approved by the City Council, the City of Burbank, as a Charter City, is exempt from the provisions of the California Public Contract Code.

H. **Full Agreement**

This Request for Quotation, when returned to the City as an offer for material and/or services will constitute the full agreement between the City and Vendor if a purchase order is awarded. Any changes to the documents for proposal must be made at the time the bid is submitted. Any changes and/or amendments to this agreement presented after the successful vendor receives a purchase order will not be accepted. Unless the City includes a stipulation for a separate agreement to be executed, the City will not execute any other agreement or contract in conjunction with this quotation request.

REQUEST FOR QUOTATION NO. 2021-031
BMW POLICE MOTORCYCLES
BIDDER'S PROPOSAL SHEET

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1A.	BMW R1250 RT-P Police Motorcycles Per Specification 1P61-21/22	8	EA	\$27,699. ⁰⁰	\$ 221,592. ⁰⁰
1B.	BMW Technician Training		Lot		
1C.	Delivery Charge	8	EA	\$ 0.00	\$ 0. ⁰⁰
1D.	Tire Fee (if applicable)	8	EA	\$ 28.00	\$ 224. ⁰⁰
				Subtotal	\$ 221,620.00
				Sales Tax 10.25%	\$ 22,713.18
				Total	\$ 244,333.18

1. Supplier Contact for questions regarding this bid.

Name: David Diaz Title: General Manager
 Phone: (714) 532-3700 Email: david@invseaverBMW.com

2. Cash discount terms of 0 % N/A days/prox for prompt payment, in addition to the above discounts, will be allowed. (Minimum of 20 days required.) Standard terms are N30 after delivery and final acceptance.

3. Specify Delivery Lead Time in Calendar Days ARO Not to exceed 180 days

4. Indicate if this bid will be extended to other local public agencies? YES NO

5. Bidder agrees that his Proposal shall remain open and not withdrawn for a period of not less than ninety (90) calendar days from the date of opening bids, or until rejected by the City, whichever period is shorter. Exceptions must be clearly noted on this Bidder's Proposal Sheet. _____

The undersigned hereby agrees to furnish the above articles, at the prices and terms stated, subject to the instructions and conditions shown on the attached General Conditions for **QUOTE NO. 2021-031 – BMW POLICE MOTORCYCLES.**

COMPANY NAME: Seaver Inc, Dba; Inv Seaver Motorcycles
 AUTHORIZED SIGNATURE: [Signature] DATE: 12-20-2021
 PRINT NAME: David A. Diaz TITLE General Manager
 ADDRESS: 607 W. Katella Ave
Orange Ca. 92867
 TELEPHONE NUMBER: (714) 532-3700 FAX NUMBER: (714) 532-5763
 E-MAIL ADDRESS: David@invseaverBMW.com
 TAXPAYER I.D. NO. 95-2269048

BIDDERS SHALL EXECUTE THE APPLICABLE AFFIDAVIT ON THE FOLLOWING PAGES.

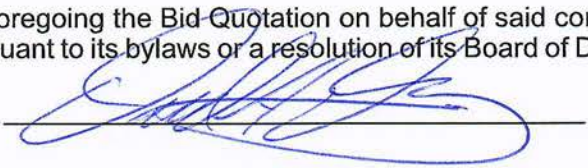
STATE OF CALIFORNIA)
 : SS
COUNTY OF LOS ANGELES)

CORPORATION AFFIDAVIT

David A. Diz being first duly sworn, deposes
and says:

That he is the General Manager (Title) of Seavco inc. (Name) a corporation, which is the party making the foregoing quotation or bid; that such a bid is genuine and not collusive or sham; that said bidder has not conspired or agreed, directly or indirectly, that another person refrain from bidding, nor by such means sought to secure any advantage for itself or for any other party; that said bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities or accept from or through such depository.

That he is duly authorized to execute the foregoing the Bid Quotation on behalf of said corporation and that such corporation executed the same pursuant to its bylaws or a resolution of its Board of Directors.



STATE OF CALIFORNIA)
 : SS
COUNTY OF LOS ANGELES)

JOINT VENTURE AFFIDAVIT

_____ being first duly sworn, deposes
and says:

That he is the _____ (Title) of _____ (Name) one of the partners submitting the foregoing bid as a Joint Venture and that he is duly vested with the authority to make and sign the said bid and on behalf of the parties making said bid, who are _____. That such a bid is genuine and not collusive or sham; that said parties have not conspired or agreed, directly or indirectly, that another party refrain from bidding, nor by such means sought to secure any advantage for himself said Joint Ventures or any other party; that said bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the contractor from considering any bid from any subcontractor or materialman which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository.

SUBSCRIBED and SWORN to before me this 21 day December, 2021

My commission expires:

See the Attached
Notary Public in and for the said
County/State

(Seal)

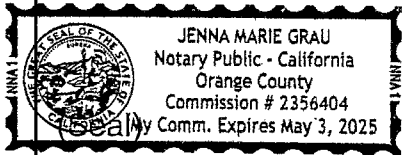
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 21
day of December, 2021, by David A. Diaz

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature Jenna Marie Grau

REQUEST FOR QUOTATION NO. 2021-031

BMW POLICE MOTORCYCLES

VENDOR'S CONTRACT RECORD

Vendor must document below all agreement awards from public agencies for similar vehicles, received in California for the last two (2) years, including bid awards not fulfilled or cancelled. If additional sheets are needed, use the same format and submit with your bid submittal. **Providing Vendor's reference sheet in lieu of this form will disqualify vendor.**

Name of Agency City of North Las Vegas
 Address 100 E Brooks Ave N, Las Vegas NV
 Contact Person Ken Malley Phone 702-633-1623
 Type of Vehicle(s) BMW R1250RT-P Quantity 0
 Contract Information Date awarded: 10-12-21 Amount \$ 155,843.04
 Date awarded: 10-12-21 Final Amount \$ 155,843.04 ^{TBD}

Name of Agency City of North Las Vegas
 Address 100 E Brooks Ave N, Las Vegas NV
 Contact Person Ken Malley Phone 702-633-1623
 Type of Vehicle(s) R1250RT-P Quantity 1
 Contract Information Date awarded: 6-24-21 Amount \$ 25,812.43
 Date awarded: 6-24-21 Final Amount \$ 25,812.43 ^{TBD}

Name of Agency City of North Las Vegas
 Address 100 E Brooks Ave N, Las Vegas NV
 Contact Person Ken Malley Phone 702-633-1623
 Type of Vehicle(s) R1250RT-P Quantity 5
 Contract Information Date awarded: 5-18-21 Amount \$ 129,062.15
 Date awarded: 5-18-21 Final Amount \$ 129,062.15

Name of Agency City of Irvine
 Address 1 Civic Center Plaza
 Contact Person Will Yanes Phone 949-724-6185
 Type of Vehicle(s) 2, F850GS-P + 1, R1250RT-P Quantity 3
 Contract Information Date awarded: 12-1-21 Amount \$ 84,688.42
 Date awarded: 12-1-21 Final Amount \$ 84,688.42 ^{TBD}

REQUEST FOR QUOTATION NO. 2021-031

BMW POLICE MOTORCYCLES

VENDOR'S CONTRACT RECORD

Vendor must document below all agreement awards from public agencies for similar vehicles, received in California for the last two (2) years, including bid awards not fulfilled or cancelled. If additional sheets are needed, use the same format and submit with your bid submittal. **Providing Vendor's reference sheet in lieu of this form will disqualify vendor.**

Name of Agency	<u>City of Orange</u>
Address	<u>300 E Chapman Ave Orange CA 92667</u>
Contact Person	<u>Matt Lonzenen</u> Phone <u>714-532-6488</u>
Type of Vehicle(s)	<u>R1250RT-P</u> Quantity <u>3</u>
Contract Information	Date awarded: <u>12-13-21</u> Amount \$ <u>25,709.82</u>
	Date awarded: <u>12-13-21</u> Final Amount \$ <u>25,709.82 (B)</u>
Name of Agency	<u>City of Laguna Hills</u>
Address	<u>24035 El Tero Rd Laguna Hills CA 92653</u>
Contact Person	<u>Sgt. Steinle</u> Phone <u>949-707-2600</u>
Type of Vehicle(s)	<u>R1250GS-P</u> Quantity <u>1</u>
Contract Information	Date awarded: <u>10-6-21</u> Amount \$ <u>34,050.06</u>
	Date awarded: <u>10-6-21</u> Final Amount \$ <u>34,050.06 (B)</u>
Name of Agency	<u>City of Tustin</u>
Address	<u>300 Centennial Wy Tustin Ca 92780</u>
Contact Person	<u>Mike McJunkin</u> Phone <u>714-573-3200</u>
Type of Vehicle(s)	<u>R1250RT-P</u> Quantity <u>1</u>
Contract Information	Date awarded: <u>5-5-21</u> Amount \$ <u>28,623.88</u>
	Date awarded: <u>5-5-21</u> Final Amount \$ <u>28,623.87</u>
Name of Agency	<u>City of Irvine</u>
Address	<u>1 Civic Center Plaza Irvine CA</u>
Contact Person	<u>Joe Dillman</u> Phone <u>949-724-7696</u>
Type of Vehicle(s)	<u>R1250RT-P</u> Quantity <u>3</u>
Contract Information	Date awarded: <u>12-29-2020</u> Amount \$ <u>90,500.70</u>
	Date awarded: <u>12-29-2020</u> Final Amount \$ <u>90,501.12</u>

REQUEST FOR QUOTATION NO. 2021-031

BMW POLICE MOTORCYCLES

VENDOR'S CONTRACT RECORD

Vendor must document below all agreement awards from public agencies for similar vehicles, received in California for the last two (2) years, including bid awards not fulfilled or cancelled. If additional sheets are needed, use the same format and submit with your bid submittal. **Providing Vendor's reference sheet in lieu of this form will disqualify vendor.**

Name of Agency City of San Juan Capistrano
 Address 32400 Paseo Adelante
 Contact Person Det Joe Medina Phone 714-328-5954
 Type of Vehicle(s) R1250RT-P Quantity 1
 Contract Information Date awarded: 9-16-2020 Amount \$ 31,024.40
 Date awarded: 9-16-2020 Final Amount \$ 30,325.00

Name of Agency City of Orange
 Address 300 E Chapman Ave Orange CA 92667
 Contact Person Matt Lorenzen Phone 714-532-6488
 Type of Vehicle(s) R1250RT-P Quantity 2
 Contract Information Date awarded: 8-24-2020 Amount \$ 57,150.73
 Date awarded: 8-24-2020 Final Amount \$ 57,150.70

Name of Agency City of Garden Grove
 Address 13202 Newhope St. Garden Grove CA 92843
 Contact Person Steve Sudduth Phone 714-741-5390
 Type of Vehicle(s) R1250RT-P Quantity 9
 Contract Information Date awarded: 9-4-2020 Amount \$ 259,127.78
 Date awarded: 9-4-2020 Final Amount \$ 259,122.82

Name of Agency _____
 Address _____
 Contact Person _____ Phone _____
 Type of Vehicle(s) _____ Quantity _____
 Contract Information Date awarded: _____ Amount \$ _____
 Date awarded: _____ Final Amount \$ _____

**POLICE MOTORCYCLE
SPECIFICATION NO. 1P61 21/22**

GENERAL

The equipment covered by these specifications shall be supplied as specified and be the manufacturer's new, unused, and latest model complete with all necessary equipment and accessories. All separate units shall be installed, connected, and delivered in good operating order.

These new motorcycles will be used to replace # 4956, 4959, 4995, 5118, 5119, 5120, 5121 and 5146.

The subject equipment shall in all respects be equipped to operate legally on California State Highways, night or day, and shall in all respects conform to State and Federal regulations that apply to the equipment herein described.

All cables, hoses, and electrical wiring shall be installed and secured in a manner to obtain maximum efficiency and to protect from damage at pinch points, friction points and rotating parts and components. Bidder's shop facilities may be subject to inspection prior to award of bid.

DESCRIPTION: BMW R1250 RT-P Police Motorcycle

YEAR: New and unused 2021 or current model year

QUANTITY: Eight (8)

DATA PROVIDED

Required data shall be filled in by bidder in the spaces provided and shall become a part of the contract if awarded. Deletions or variance from specifications shall be clearly indicated. Enter **COMPLIES** on data line if in compliance.

Failure to provide requested data shall result in disqualification of the vendor bid. No attached literature will be substituted for filling in of specification.

MANUFACTURER Bmw
MODEL R1250RT-P
YEAR 2022

VENDOR SHALL SUBMIT DESCRIPTIVE LITERATURE FOR MODEL QUOTED.

STANDARD MOTOR FEATURES

Air/oil cooled 2-cylinder 4-valve head twin motor.	<u>Complies</u>
Bore: 102.5 mm x 76 mm	<u>Complies</u>
Displacement: 1254 cc	<u>Complies</u>
Rated output: 136 bhp @ 7,550 rpm minimum.	<u>Complies</u>
Max. Torque: 143 Nm @ 6,250 rpm minimum.	<u>Complies</u>
Engine Management: Electronic intake pipe injection/digital engine management BMS-K with dual ignition & overrun fuel cut-off.	<u>BMS-X+</u>
Length: 87.5"	<u>complies</u>
Height: 55.3"	<u>55.7"</u>
Width: Approximately 38.8"	<u>complies</u>
Wheelbase: 58.5"	<u>Complies</u>
Castor (in normal position): 4.6"	<u>3.92</u>
Steering head angle: 64.2 degrees	<u>64.1</u>
Emission control: 3-way closed loop catalytic converter.	<u>Complies</u>
Compression ratio: 12.5:1	<u>complies</u>
Fuel capacity: 6.6 w/1 gal. reserve.	<u>complies</u>
Fuel: 91 AKI w/adaptive control for lower grades.	<u>Complies</u>
Brakes: IABS partial-integral brake system with independent rear wheel brake control - dual front rotors / single rear rotor with Optional Traction Control (ASC).	<u>- Fully integral with ABS-Pro</u> <u>* Below 6MPH independent Rear brake</u>
Total GVWR: 1091 lbs.	<u>Complies</u>
Payload: 440 including special equipment.	<u>Complies</u>

Wet weight: Approximately 650 lbs.

Complies

Rear wheel guidance: BMW Paralever.

Complies

Front wheel guidance: BMW Telelever.

Complies

Front suspension travel: 4.7" special front shock strut for police application.

Complies

Clutch: 8-disc wet clutch.

Complies

Clutch actuation: Self-adjusting hydraulic.

Complies

Gearbox: Constant mesh 6-speed.

Complies

Shift: Toe shift with protective pad.

Complies

Drive: No-maintenance shaft drive/ratio 1:2.75

31111 = 1:2.82

Alternator: 3-phase 720W w/1.8: 1 drive ratio producing 27A at idle. 19Ah maintenance-free linked gel batteries (2).

Dual Speed Alternator
508W w/Aux. Battery 34Ah at idle

Wheels: Die-cast aluminum.

Complies

Front rim: 3.50 x 17 MTH2 profile.

Complies

Front tire: 120/70 ZR 17

Complies

Rear rim: 5.50 x 17 MTH2 profile.

Complies

Rear tire: 180/55 ZR 17

Complies

Rear suspension travel: 5.3" special travel-dependent damping system for greater rider weight capability.

5.4"

STANDARD ENFORCEMENT FEATURES

New concept BMW / Code 3 LED emergency lighting system.

Complies

BMW / Code 3 siren system.

Bmw Twin Speaker Siren, CA Title B complian

Linked 19Ah auxiliary battery system w/8 fused police-only circuits.

16Ah Batteries

Auxiliary engine oil cooling fan.

Complies

Rear emergency flasher system.

Complies

Digital speedometer w/pace speed lock display accurate to ±2 mph.

Complies

Dual horn system.

Complies

23 liter capacity top-opening police saddlebags with glove-friendly latches.

Complies

Full interference suppression.

Complies

Pre-wired chassis for all emergency equipment.

Complies

Dash mounted radio & radar speakers.

Complies

Front/rear emergency flasher system.

Complies

Front and rear rust-free polished stainless steel protection bar system.

Standard finish - Not Polished.

Electrically-adjustable windshield.

Complies

High performance run-flat radial tires meet CHP run-flat protocol.

Complies

Optimized front suspension strut.

Complies

Front and rear 12V power accessory sockets with waterproof DIN plug receptacle.

Front + Rear 12V power Accessory sockets with Waterproof HELLA receptacle

License plate ID lights.

Complies

Motor lights "off" switch.

Complies

Adjustable solo seat w/large-capacity locking integrated radio box.

Complies

Adjustable solo seat 800 / 820 mm

Complies

Unit shall include all OEM standard equipment for this model.

Complies

Three (3) sets of keys per unit shall be provided.

Complies

REQUIRED OPTIONS

Tall OEM or City approved equal windshield. OEM short windshield shall be supplied to City at time of delivery.

Complies

REQUIRED OPTIONS

Six red optix LED lights. Complies

Six blue optix LED lights. Complies

Take down lights. Complies

Alley Lights. Complies

BMW "Clearwater" Amber Driving Lights
Shall be installed in the lower mounting
position on the crash bar. Complies

Duplex rear light bracket. Complies

Supplementary LED brake/tail light. Complies

Dual bracket / PVP/ sitcom PTT. Not applicable

PVP PTT bracket. Not applicable

Locking side stand leg. Not applicable

Wider locking stand mount. Not applicable

Comfort seat heated. Complies

Radio power plug connector. Complies

Radio speaker pigtail. Complies

PVP kit. Complies

Note pad holder--Part # 65140421315 Complies

Radar bracket. Bracket shall hold Pro Laser
Three and Four Lidar gun. Pro Laser 4 Holder

Rifle Mount bracket with electric release.
Bracket shall be OEM type or city approved
equal Complies

PR24 baton holder Complies

REQUIRED OPTIONS

Heated hand grips.

_____ *Complies* _____

Kickstand extension.

_____ *Complies* _____

Radio harness and PVP kit to be installed.

_____ *Complies* _____

Note pad light.

_____ *Complies* _____

CD repair manual.

_____ *Complies* _____

Trickle battery charger. Charger must be capable of charging both front and rear battery and be OEM type.

_____ *Complies* _____

Motorcycle cover.

_____ *Complies* _____

MANUALS

One operator's manual per motor unit purchased. One full set of all published maintenance and repair manuals, to include emissions, engine drive-ability, electrical and all related manuals; one (1) parts manual shall be supplied at time of delivery. Electronic medium such as CD-ROM will be acceptable for the parts manual.

WARRANTY

Standard factory warranty shall be provided and become effective from the date that the purchased equipment is placed in service. Minimum 39 months/ 60,000 mile warranty.

Vendor shall State Factory Warranty: 36 months/60,000 miles

Vendor shall quote cost and length of extended warranty:

Cost N/A Length N/A

The vendor and manufacturer shall grant the City of Burbank the right to have all warranty work performed by an authorized dealer in or nearest the City of Burbank.

The warranty certificate(s) and/or card(s) shall be provided at time of delivery

TRAINING

Successful bidder agrees to enroll and cover all class and related cost for two (2) City of Burbank Fleet Maintenance Technicians to become Certified BMW Motorcycle service and repair technicians. Successful bidder agrees to cover all labor costs for services and repairs until City of Burbank Fleet Technicians become BMW certified. The City of Burbank agrees to pay for all normal wear parts. **NO EXCEPTIONS.**

AGREE Yes _____ No X

LICENSE

Vendor must provide California exempt license plates to the City at time of motorcycle delivery **NO EXCEPTIONS.**

REGISTRATION

Show registration as follows:

CITY OF BURBANK
Purchasing Division
275 E. Olive Avenue
Burbank, CA 91502

DELIVERY

CITY OF BURBANK
Public Works Field Services/Fleet
124 S. Lake Street
Burbank, CA 91502



**FINANCIAL
SERVICES**

ADDENDUM NO. 2

December 14, 2021

REQUEST FOR QUOTATION NO.: 2021-031
RFQ DUE DATE: Tuesday, December 21, 2021 @ 2:00 PM
SUBJECT: BMW Police Motorcycles

Please review the following Additions / Deletions / Clarifications:

- Q1:** The bid asks for "BMW "clearwater" amber driving lights" but clearwater is an aftermarket brand, not OEM parts. Clearwater sells 5 different kits what would install on this bike. Which kit do you want installed?
- A1:** Below are the parts for that we purchased to set up our current bikes:
- DARLA D52 = CLEAR WATER LIGHTS W/CAN
DARLA/GLENDA SLIP = SLIP-COVER W/YELLOW LENS
- Q2:** The bid asks for a radar bracket that shall hold a pro laser three and four lidar gun. The 3 and 4 have different mounts so there isn't one that will hold both. You would need to pick one or the other or a mix of both.
- A2:** Radar bracket must hold a Pro Laser Four.
- Q3:** The bid asks for a "pvp Kit". There are numerous different radios/helmets/Bluetooth set ups and I would need to know more details about the specific set up you want before I could get a price on a PVP kit.
- A3:** PVP kit to be Wired Kit #PVSP-RT12AP-15/L.
- Q4:** This is more of a statement and not a question but the factory warranty is 36 months long, not 39 months, so 39 months isn't possible.
- A4:** Noted. Warranty shall be 36 months.
- Q5:** Can the PR24 Holder also incorporate a Flashlight Holder or do you want to hold just a PR24?
- A5:** See underlined below. Yes, it must incorporate a flashlight holder. Unit must hold a Baton and Flashlight.
- Q6:** Please clarify the PVP components requested as some line items may not be applicable to the BMW. Can you provide descriptions or part numbers for "PVP Kit", "Dual Bracket/PVP/Sitcom PTT Bracket"?
- A6:** Please see response to Q3. The underlined brackets are not needed on the BMW bikes and can be disregarded.
- Q7:** Page 7 specifies; Radio Harness and PVP Kit to be installed. Will the city provide the Radio Harness? Will the winning bidder be required to install the entire radio kit or just the Radio Harness?
- A7:** The City will provide the Radio Harness. Successful bidder will be required to install just the Radio Harness.

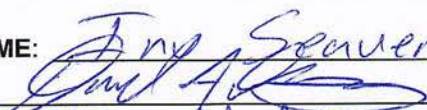
301 EAST OLIVE AVENUE, STE. 305
BURBANK, CA 91502

TEL: 818 238 5466
FAX: 818 238 5457

P.O. BOX 6459
BURBANK, CA 91510-6459

BURBANKPURCHASING@BURBANKCA.GOV
BURBANKCA.GOV

The undersigned bidder acknowledges receipt of the following addendum issued for the above quotation. **Failure to acknowledge receipt of addendum may disqualify the Bidder. IF YOU HAVE ALREADY SENT IN YOUR BID AND THIS ADDENDUM IS NOT ENCLOSED, PLEASE CONTACT THE PURCHASING DIVISION AT (818) 238-5466.**

COMPANY NAME: Any Seaver Motorcycles
SIGNED:  DATE: 12-20-2021
PRINT NAME: David A. Diaz TITLE: General Manager
ADDRESS: 607 W. Kattella Ave Orange Ca 92667
TELEPHONE NUMBER: (714) 532-3700 FAX NUMBER: (714) 532-5763

Respectfully,



Karen M Little
Buyer I
KL:kl

301 EAST OLIVE AVENUE, STE. 305
BURBANK, CA 91502

TEL: 818 238 5466
FAX: 818 238 5457

P.O. BOX 6459
BURBANK, CA 91510-6459

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FINANCIAL SERVICES

ADDENDUM NO. 1

December 3, 2021

REQUEST FOR QUOTATION NO.: 2021-031
RFQ DUE DATE: Tuesday, December 21, 2021 @ 2:00 PM
SUBJECT: BMW Police Motorcycles

Please review the following Additions / Deletions / Clarifications:

- Q1: Is this bid for local CA business only?**
A1: The vendor must be licensed to sell in California. Please see General Conditions, No. 2 Qualifications of Bidder. The dealership must be within 125 miles of the City of Burbank, City Hall located at 275 E. Olive Ave., Burbank, CA 91502.
- Q2: Is Equal allowed for this bid?**
A2: No "or equal" is allowed.

The undersigned bidder acknowledges receipt of the following addendum issued for the above quotation. **Failure to acknowledge receipt of addendum may disqualify the Bidder. IF YOU HAVE ALREADY SENT IN YOUR BID AND THIS ADDENDUM IS NOT ENCLOSED, PLEASE CONTACT THE PURCHASING DIVISION AT (818) 238-5466.**

COMPANY NAME: Iron Server Motorcycles
SIGNED: [Signature] **DATE:** 12/20/2021
PRINT NAME: David A. Diaz **TITLE:** General Manager
ADDRESS: 607 W. Katella Ave Orange Ca. 92867
TELEPHONE NUMBER: (714) 532-3700 **FAX NUMBER:** (714) 532-5763

Respectfully,

 Karen M Little
 Buyer I
 KL:kl

301 EAST OLIVE AVENUE, STE. 305
 BURBANK, CA 91502
 TEL: 818 238 5466
 FAX: 818 238 5457

P.O. BOX 6459
 BURBANK, CA 91510-6459
 BURBANKPURCHASING@BURBANKCA.GOV
 BURBANKCA.GOV

R 1250 RT-P Motor Pricing Form



Color	Option Code
1 Night Black & Alpine White III	753
0 Night Black	716
0 Alpine White III (special order)	751
0 Black Blue (special order +60 days)	754
0 Saphir Blue (special order + 60 days)	755
0 Violet Blue (special order +60 days)	756
0 Glacier Silver Metallic (special order)	N99

Revised: April 26, 2021

Quotation:

City of Burbank Dec 2021

Option Code

Retail Price

Motorcycle

\$20,700.00

Factory Special-Order Options - Plan 90-120 Days for Delivery

0 Adaptive Headlight (includes 219)	134	\$550.00	\$0.00
0 Keyless Ride w/two transmitters	193	\$400.00	\$0.00
0 Gear Shift Assist Pro	222	\$450.00	\$0.00
0 Ride Modes Pro (includes 18B)	224	\$220.00	\$0.00
0 Chrome Exhaust	350	\$150.00	\$0.00
0 Additional LED Headlights (driving lights)	562	\$450.00	\$0.00
0 PA Microphone	599	\$565.00	\$0.00
0 High Seat Black	610	\$0.00	\$0.00
0 Low Seat Black	776	\$0.00	\$0.00
0 Enhanced Smart Phone Connectivity	6NS	\$250.00	\$0.00

The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete

1 Heated Seat	518	\$200.00	\$200.00
1 Tire Pressure Monitoring	530	\$200.00	\$200.00
1 Cruise Control (standard feature)	538	\$0.00	\$0.00
1 Weather Protection	649	\$185.00	\$185.00

Additional Items Provided by Dealer

AR Mount - FMSA-GL-ARM - 7160252894	\$767.00
AR / Shotgun Mount Bracket - FMSA-MT-RMB - 71602452840	\$59.00

Notepad Holder - FMSA-MT-NPH - 71602452888	\$49.00
Sidestand Extension - FMSA-MT-SSE - 71602412389	\$36.00
PR24 / Flashlight Holder L/H - 71602452389R	\$199.00
LED Maplight - FMSA-MT-MLLED 71602452859	\$114.00
Radio / Accessory / Speaker / Radar / Helmet Connectors	\$50.00
Tall OE Windshield 77339480647	\$330.00
Clearwater Darla kit D52 Foglight mount	\$450.00
PVP Kit PVXPL-R12AP-15/XL	\$699.00
Pro Laser 4 Holder	\$299.00

Units	Quotation valid for 60 days	Total Price - Page 1	\$24,337.00
1	from date noted below.	Total Price - Page 2	\$2,700.06
		Total Price - Page 3	\$0.00
Date of Quote:		Parts From Other Suppliers - Page 4	\$0.00

Dealer Basic Assembly / Preparation	\$200.00
Motorcycle Freight	\$495.00
Total Retail Price per Unit with Options	\$27,732.06
0.00%	State Sales Tax (if applicable)
	\$0.00
Total Retail Price per Unit with Options	\$27,732.06

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:

City of Burbank Dec 2021



Per	Item Description	BMW P/N	Order #	Retail	Total Retail
0	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		\$0.00	\$0.00
1	Round Blue License Plate ID Lights - RID	71 60 2 452 897		\$0.00	\$0.00
Blue ID Light Selection (1)					
5	Red LED-X Light	63 17 2 361 718	5	\$108.36	\$541.82
5	Blue LED-X Light	63 17 2 361 719	5	\$108.36	\$541.82
0	Amber LED-X Light	63 17 2 361 720	0	\$108.36	\$0.00
0	White LED-X Light	63 17 2 361 721	0	\$117.09	\$0.00
0	Green LED-X Light	63 17 2 450 782	0	\$117.09	\$0.00
Rear Duplex Emergency Warning Light (1)					
0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$345.88	\$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	\$378.25	\$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	\$362.07	\$362.07
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$362.07	\$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	\$362.07	\$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	\$362.07	\$0.00
Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)					
6	White Torus LED TDL/Alley	63 17 2 361 722	6	\$76.91	\$461.44
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$72.82	\$145.65
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	\$56.64	\$113.27
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$143.61	\$143.61
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	\$107.33	\$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	\$130.59	\$0.00
Dealer Installed Options / Retrofits					
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	\$677.54	\$0.00
0	Shift Assistant Pro - Enabling Code	77 15 8 395 839	0	\$40.54	\$0.00
0	Ride Modes Pro - Enabling Code	77 53 8 395 840	0	\$202.89	\$0.00
0	Also Requires DTC Enabling Code	77 53 8 395 841	0	\$52.69	\$0.00
0	LED Auxiliary Headlights Nano (order 2)	63 17 8 556 937	0	\$154.00	\$0.00
0	Bolt 6 x 40 (order 2)	63 12 7 699 141	0	\$5.35	\$0.00
0	M6 Hex Nut (order 2)	07 12 9 905 826	0	\$3.08	\$0.00
Requires Activation by Dealer - No Code Needed					
Convenience Options					
1	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	1	\$92.08	\$92.08
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 8 555 168	0	\$322.24	\$0.00
0	Heated Seat - Low	52 53 8 544 786	0	\$529.58	\$0.00
0	Heated Seat - High	52 53 8 544 792	0	\$529.58	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1	\$161.41	\$161.41
0	DVD Repair Manuals R Models K5x	01 59 8 405 651	0	\$91.55	\$0.00
1	Motorcycle Full Cover	71 60 2 450 408	1	\$136.88	\$136.88

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 3



Quotation for:
City of Burbank Dec 2021

Additional Accessories

Qty	Item Description	BMW P/N	Order #	Retail	Page 3	Total Retail
Per	Additional Accessories					
	Storage Options					
0	Saddlebag Liners (each)	71 60 7 704 109	0	\$123.46		\$0.00
0	Tank Top Bag	77 45 8 543 227	0	\$232.94		\$0.00
	Engine Protection					
0	Rocker Cover Protection	77 14 8 406 187	0	\$232.94		\$0.00
0	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	0	\$124.39		\$0.00
0	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	0	\$3.16		\$0.00
0	Grommet (order 5)	13 53 1 341 283	0	\$2.58		\$0.00
0	Bushing (order 5)	11 84 8 544 832	0	\$5.06		\$0.00
0	Bracket front (order 1)	11 84 8 532 937	0	\$56.01		\$0.00
0	Bracket Rear (order 1)	11 84 8 532 940	0	\$67.34		\$0.00
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	\$2.58		\$0.00
0	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	0	\$1.58		\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.



CITY OF BURBANK
 PURCHASING DIVISION
 301 EAST OLIVE AVENUE P.O.BOX 6459
 BURBANK, CALIFORNIA 91510-6459
 (818) 238-5466

14-JAN-2022

STANDARD PURCHASE ORDER NO:

165971 REV 0

Page 1 of 1

*THE ABOVE NUMBER MUST APPEAR ON ALL
 INVOICES, SHIPPING PAPERS, PACKAGES, AND
 CORRESPONDENCE*

PLEASE DELIVER TO:
 PUBLIC WORKS DEPT
 EQUIPMENT MAINTENANCE
 124 SOUTH LAKE ST
 BURBANK, CA 91502

TERMS:
 F.O.B: Delivery

 PAYMENT: Net 30

VENDOR NAME AND ADDRESS:
 SEAVCO
 607 W KATELLA AVE
 ORANGE, CA 92867

REQ NO: 55156		REQUESTED BY: CRAIG VAN ITEM		VENDOR NO: 100383		PHONE NO: (714) 532-3700	
ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL AMOUNT		
<p>TO FURNISH AND DELIVER EIGHT (8) NEW AND UNUSED BMW R1250 RT-P POLICE MOTORCYCLES FOR THE CITY OF BURBANK, PUBLIC WORKS DEPARTMENT IN CONFORMANCE WITH REQUEST FOR QUOTATION NO. 2021-031.</p> <p>DELIVERY: 180 CONSECUTIVE CALENDAR DAYS ARO</p>							
1	EIGHT (8) NEW/ UNUSED CURRENT MODEL YEAR BMW RT-P 1250 POLICE MOTORCYCLES - REPLACING UNITS 4956, 4959, 4995, 5118, 5119, 5120, 5121, AND 5146	8	Each	27,699.000	221,592.00		
2	10.25% CA SALES TAX		Dollar		22,713.18		
3	TIRE FEE (8 \$ \$28)		Dollar		224.00		
<p>CITY OF BURBANK PURCHASE ORDER NUMBER AND REQUESTOR NAME MUST APPEAR ON ALL INVOICES.</p>							
REFER QUESTIONS TO (818) 238-5466		BUYER NAME: KAREN LITTLE VENDOR CONTACT: DAVID DIAZ			TOTAL 244,529.18		

MAIL INVOICE IN DUPLICATE TO:
 PUBLIC WORKS DEPT
 EQUIPMENT MAINTENANCE
 124 SOUTH LAKE ST
 Burbank, CA 91502

CITY OF BURBANK, CALIFORNIA

PURCHASING MANAGER Page 17 of 390

NOTICE: THIS PAGE LEFT BLANK INTENTIONALLY



IRV SEAVER MOTORCYCLES
 607 West Katella Avenue
 Orange, California 92867-4607
 Phone: 714-532-3700
 Fax: 714-532-5763
 www.irvseaverbmw.com

February 15, 2022
 City of Garden Grove

Quote for 2022 BMW R1250RT-P "Piggy Back" on City of Burbank PO #165971 per attached build sheet

Quote valid for 180 days from February 15, 2022
 BMW Factory Warranty; 36 months or 60,000 miles
 Delivery; Within 180 days of Purchase Order issuance
 Terms; Net 30 days from delivery date of unit
 Other agencies may participate in this bid

Garden Grove price with City of Burbank Piggy Back

Burbank Unit Price	\$20,700.00	
Garden Grove Build Items	5,725.07	
Dealer Basic Assembly / Preparation	200.00	
Motorcycle Freight	495.00	
Ca Tire Fee	3.50	(Non Taxable)
<u>Subtotal</u>	<u>\$27,120.07</u>	
<u>Tax (8.75%)</u>	<u>2,373.01</u>	
Total Unit Cost	\$29,496.58	for City of Garden Grove

Devin Strange
 Sales Manager

R 1250 RT-P Motor Pricing Form



Color	Option Code
1 Night Black & Alpine White III	753
0 Night Black	716
0 Alpine White III (special order)	751
0 Black Blue (special order +60 days)	754
0 Saphir Blue (special order + 60 days)	755
0 Violet Blue (special order +60 days)	756
0 Glacier Silver Metallic (special order)	N99

Revised: April 26, 2021

Quotation:

Motorcycle:

Garden Grove / Burbank 2022

Option Code

Retail Price

\$20,700.00

Factory Special-Order Options - Plan 90-120 Days for Delivery

0 Adaptive Headlight (includes 219)	134	\$550.00	\$0.00
0 Keyless Ride w/two transmitters	193	\$400.00	\$0.00
1 Gear Shift Assist Pro	222	\$450.00	\$450.00
1 Ride Modes Pro (includes 18B)	224	\$220.00	\$220.00
0 Chrome Exhaust	350	\$150.00	\$0.00
1 Additional LED Headlights (driving lights)	562	\$450.00	\$450.00
0 PA Microphone	599	\$565.00	\$0.00
0 High Seat Black	610	\$0.00	\$0.00
0 Low Seat Black	776	\$0.00	\$0.00
0 Enhanced Smart Phone Connectivity	6NS	\$250.00	\$0.00

The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete

1 Heated Seat	518	\$200.00	\$200.00
1 Tire Pressure Monitoring	530	\$200.00	\$200.00
1 Cruise Control (standard feature)	538	\$0.00	\$0.00
1 Weather Protection	649	\$185.00	\$185.00

Additional Items Provided by Dealer

AR Mount - FMSA-GL-ARM - 7160252894	\$767.00
AR / Shotgun Mount Bracket - FMSA-MT-RMB - 71602452840	\$59.00

Notepad Holder - FMSA-MT-NPH - 71602452888	\$49.00
Sidestand Extension - FMSA-MT-SSE - 71602412389	\$36.00
PR24 / Flashlight Holder L/H - 71602452389R	\$199.00
LED Maplight - FMSA-MT-MLLED 71602452859	\$114.00
Radio / Accessory / Speaker / Radar / Helmet Connectors	\$50.00
Radar / Lidat Adaptor Plate - FMSA-MT-LGAP-T - 71602407797	\$25.00
Stalker X Series Lidar Holster	\$250.00
	\$0.00
	\$0.00

Units	Quotation valid for 60 days	Total Price - Page 1	\$23,954.00
1	from date noted below.	Total Price - Page 2	\$2,471.09
		Total Price - Page 3	\$0.00
Date of Quote:		Parts From Other Suppliers - Page 4	\$0.00

Dealer Basic Assembly / Preparation	\$200.00
Motorcycle Freight	\$495.00
Total Retail Price per Unit with Options	\$27,120.09
0.00%	State Sales Tax (if applicable)
Total Retail Price per Unit with Options	\$27,120.09

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:

Garden Grove / Burbank 2022



Per	Emergency Warning Lights (10)	BMW P/N	Order #	Retail	Total Retail
0	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		\$0.00	\$0.00
1	Round Blue License Plate ID Lights - RID	71 60 2 452 897		\$0.00	\$0.00
5	Red LED-X Light	63 17 2 361 718	5	\$108.36	\$541.82
5	Blue LED-X Light	63 17 2 361 719	5	\$108.36	\$541.82
0	Amber LED-X Light	63 17 2 361 720	0	\$108.36	\$0.00
0	White LED-X Light	63 17 2 361 721	0	\$117.09	\$0.00
0	Green LED-X Light	63 17 2 450 782	0	\$117.09	\$0.00
Rear Duplex Emergency Warning Light (1)					
0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$345.88	\$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	\$378.25	\$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	\$362.07	\$362.07
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$362.07	\$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	\$362.07	\$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	\$362.07	\$0.00
Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)					
6	White Torus LED TDL/Alley	63 17 2 361 722	6	\$76.91	\$461.44
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$72.82	\$145.65
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	\$56.64	\$113.27
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$143.61	\$143.61
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	\$107.33	\$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	\$130.59	\$0.00
Dealer Installed Options / Retrofits					
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	\$677.54	\$0.00
0	Shift Assistant Pro - Enabling Code	77 15 8 395 839	0	\$40.54	\$0.00
0	Ride Modes Pro - Enabling Code	77 53 8 395 840	0	\$202.89	\$0.00
0	Also Requires DTC Enabling Code	77 53 8 395 841	0	\$52.69	\$0.00
0	LED Auxiliary Headlights Nano (order 2)	63 17 8 556 937	0	\$154.00	\$0.00
0	Bolt 6 x 40 (order 2)	63 12 7 699 141	0	\$5.35	\$0.00
0	M6 Hex Nut (order 2)	07 12 9 905 826	0	\$3.08	\$0.00
Requires Activation by Dealer - No Code Needed					
Convenience Options					
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0	\$92.08	\$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 8 555 168	0	\$322.24	\$0.00
0	Heated Seat - Low	52 53 8 544 786	0	\$529.58	\$0.00
0	Heated Seat - High	52 53 8 544 792	0	\$529.58	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1	\$161.41	\$161.41
0	DVD Repair Manuals R Models K5x	01 59 8 405 651	0	\$91.55	\$0.00
0	Motorcycle Full Cover	71 60 2 450 408	0	\$136.88	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 3



Quotation for:

Garden Grove / Burbank 2022

Additional Accessories

Qty	Item Description	BMW P/N	Order #	Retail	Page 3	Total Retail
Per	Additional Accessories					
	Storage Options					
0	Saddlebag Liners (each)	71 60 7 704 109	0	\$123.46		\$0.00
0	Tank Top Bag	77 45 8 543 227	0	\$232.94		\$0.00
	Engine Protection					
0	Rocker Cover Protection	77 14 8 406 187	0	\$232.94		\$0.00
0	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	0	\$124.39		\$0.00
0	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	0	\$3.16		\$0.00
0	Grommet (order 5)	13 53 1 341 283	0	\$2.58		\$0.00
0	Bushing (order 5)	11 84 8 544 832	0	\$5.06		\$0.00
0	Bracket front (order 1)	11 84 8 532 937	0	\$56.01		\$0.00
0	Bracket Rear (order 1)	11 84 8 532 940	0	\$67.34		\$0.00
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	\$2.58		\$0.00
0	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	0	\$1.58		\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Anand Rao
Dept.: City Manager Dept.: Information Technology
Subject: Authorize an increase to the Date: 3/22/2022
purchase order with MRC,
formerly known as SoCal
Office Technologies, a Xerox
Company for 27 Xerox
multifunction copy machines.
(Cost: \$120,000) (*Action
Item*)

OBJECTIVE

To secure City Council authorization to increase a purchase order with MRC, formerly known as SoCal Office Technologies, a Xerox Company, for an additional \$120,000 for 12-months for 27 multifunction copy machines with accompanying service and maintenance contract.

BACKGROUND

The City is currently operating under a 60-month lease and maintenance contract for 27 multifunction copy machines for a total of \$644,869.55 that the City Council approved on May 23, 2017. The yearly cost is approximately \$120,000 which includes the lease payment, maintenance, supplies and support. The lease and maintenance contract will expire on June 1, 2022. If the City does not give a nonrenewal notice to terminate the contract, the City will then enter into a new lease agreement with a 3-month term identical to the current contract. The 3-month term continues to renew until the City gives a 30-day notice of nonrenewal to terminate the contract.

DISCUSSION

The Information Technology department is planning to release a request for proposals for new machines as a result of the expiration of the current contract. Due to the construction of City Hall and the limited accessibility to remove and install new equipment, the City would like to extend the current contract for 3-month periods, up to a 12-month maximum, until construction is completed and a request for proposals

can be issued with an exact contract start date and timeline for installation. Construction of City Hall should be completed around October 2022.

FINANCIAL IMPACT

The total cost for this contract will be up to \$120,000 and the funds are normal operating expenses adopted as part of the Information Technology annual budget.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to increase a purchase order with MRC, formerly known as SoCal Office Technologies, a Xerox company, for no more than \$120,000 for 12-months for 27 multifunction copy machines with accompanying service and maintenance contract.

By: Katrena Schulze, Senior Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
SoCal Office Technologies Lease and Maintenance Contract	3/9/2022	Agreement	Lease_and_Maintenance_Contract_for_27_multifunction_copiers_5-23-2017.pdf

AGREEMENT BIBLIOGRAPHY

Agreement With:	So Cal Office Technologies
Agreement Type:	Lease and maintenance contract for 27 multi-function copiers
Date Approved:	05 23 2017
Start Date:	06 01 2017
End Date:	05 31 2022
Contract Amount:	\$644,869.55
Comments	File No. 55 Information Technology
Insurance Expiration:	01 01 2018
Date Archived:	ARCHIVED 07/14/2017

Cost Per Copy Agreement



Lease Agreement #		Dealer Name: SoCal Office Technologies			
LESSEE INFORMATION					
Full Legal Name CITY OF GARDEN GROVE		DBA			
Billing Address 11222 ACACIA PARKWAY		City GARDEN GROVE		State CA	ZIP Code 92840
Phone 714-741-5050	Contact Name Keith Winston	Contact Email keithw@ci.garden-grove.ca.us		Lessee PO# (Optional)	
EQUIPMENT					
Quantity	Model and Description	Quantity	Model and Description		
13	W7855 with Office Finisher (1 Hi Cap Feeder)	1	Versant 80 w/Lt Prod Booklet Maker & 2/3 Hole Punch, 2 Tray Oversized HCF		
8	W7970 with Business Ready Finisher & 3 Hole Punch	1	D125 with Plockmatic 35 Booklet Maker and 2-Tray Oversized HCF		
3	WC5875 with Office Finisher	1	D110 with Staple Finisher & 2/3 Hole Punch		
Equipment Location (if different from Billing Address)					
TERM AND PAYMENT		IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	EXCESS CHARGE
Initial Lease Term (in months): 60		B&W	0	.005 for office models	.0085 for Versant 80
		Color	0	.049 for office models	.049 for Versant 80
Monthly Lease Payment: \$ 5,319.72 plus applicable charges & taxes		Everyday Color	n/a	n/a	N/A
		Color Level 2	n/a	n/a	N/A
		Color Level 3	n/a	n/a	N/A
LESSEE ACCEPTANCE					
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.					
Authorized Signer X	Date 6/2/17		Federal Tax ID # (Required) 95-2460087		
Print Name Scott C. Stiles	Title (Indicate President, Partner, Proprietor, etc.) City Manager				
LESSOR ACCEPTANCE					
Accepted By: Xerox Financial Services LLC	Name and Title		Date		
TERMS & CONDITIONS					

1. **Definitions.** The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us" "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time-fee-of-\$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. **Lease, Payments and Late Payments.** You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment 30 days after the Inception Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. **Equipment and Software.** To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Lease Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. **Non-Cancellable Lease.** THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations under this Lease shall continue unabated.

5. **End of Lease Options.** If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying its fair market value, as determined by XFS in its sole but reasonable discretion, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided herein. Any purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. **Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.

7. **Meter Readings and Annual Adjustments.** Unless otherwise agreed by you and XFS, you will provide meter readings on all Equipment subject to this Lease at the end of each month during the Initial Lease Term and any additional Term. If you do not provide a timely meter reading, XFS may estimate such reading and invoice you accordingly. If XFS does estimate any meter readings, XFS will make appropriate adjustments on subsequent invoices to you after receiving the actual meter readings from you for the Equipment. At any time after 12 months from the Inception Date and for each successive 12 month period thereafter during the Initial Lease Term and any 3 month extended Term, XFS may increase the maintenance charges portion of your Monthly Lease Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Monthly Lease Payment therefor and you agree to pay such increased amounts. ZELO

8. **Equipment Delivery and Maintenance.** Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement and Excess Charges included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL

ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSSED BY ANY ALLEGED BREACH BY DEALER.

9. **Equipment Ownership, Labeling and UCC Filing.** If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify your ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's UCC financing statement against you becomes necessary.

10. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations) and YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOURPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

11. **Taxes.** You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties, assessed by any governmental entity on the Equipment, this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment.

12. **Equipment Warranty Information and Disclaimers.** XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.

13. **Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. **Default and Remedies.** You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation under this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the fair market value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

15. **Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage of a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to XFS, its successors and/or assigns, as their interests may appear, and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEE WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEE. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF

YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Lease, or (ii) the fair market value of the Equipment immediately prior to the loss or damage, as determined by XFS. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (i) TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (ii) THAT ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES, AND (iii) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Lease.

16. **Finance Lease and Lessee Waivers.** The parties agree this Lease is a "finance lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724-737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. **Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

18. **Original and Sole Controlling Document; No Modifications Unless in Writing.** This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

19. **Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN CALIFORNIA OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

20. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.

21. **Non-Appropriation.** Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the Lease effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation.

Xerox Financial Services LLC

45 Glover Avenue
Norwalk, CT 06856

Cost Per Copy Agreement



Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease. If you terminate a Lease pursuant to this Section, unless the following would affect the validity and/or enforceability of this Lease, for a period of 360 days from the Termination Date, you will not purchase, lease, rent, seek appropriations for, or otherwise obtain a system serving the same function as the Equipment. The foregoing obligation shall survive termination of this Lease.

APPROVED AS TO FORM

James H. Eggart

JAMES EGGART
Assistant City Attorney
City of Garden Grove
DATED: 6-1-17

ATTEST: *Teresa Pomeroy*

TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: JUNE 5, 2017



A Xerox Company

5700 Warland Drive, Cypress, CA 90630

Sale Order Agreement

Date
 Buyer
 P.O. #
 Sales Rep

BILL TO			SHIP TO		
City of Garden Grove			City of Garden Grove		
11222 Acacia Parkway			11222 Acacia Parkway		
Garden Grove	CA	92842	Garden Grove	CA	92842
Contact	Sandra Segawa		Key Op	Keith Winston	
Phone/Fax	714-741-5050		Phone/Fax	714-741-5096	

Pur. Order: Insert PO Num Approx Delivery Date:
 Account Type: Cash Rental Lease Lease Months B/W Ovg Rate Color Ovg Rate

QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
*	*	** SEE 'Sale Order Agreement Schedule A' FOR ITEMS LIST **	SEE LEASE	SEE LEASE

COMMENTS/SPECIAL INSTRUCTIONS	Subtotal	SEE LEASE
	Sales Tax to be Added Upon Invoicing	
	Delivery/Installation	
	TOTAL AMOUNT	SEE LEASE
SPECIAL PAYMENT TERMS & DUE DATES	Less Payment (Check # _____)	
	AMOUNT DUE	SEE LEASE
LEASE PAY-OFF / BUY-OUT / TRADE IN INSTRUCTIONS		

Payoff w/ Return :	Lease Company	Lease Number:	Serial #:	Amount:
SoCal Office will pay off old lease as indicated above and return the equipment to the lease company. Customer must notify lease company of intent to return and provide SoCal Office with shipping instructions in a timely manner. Attach buyout invoice and list of assets.				
Payoff to Keep/Trade-In:	Lease Company	Lease Number:	Amount:	
SoCal Office will pay off old lease as indicated above and take possession of copier. Attach buyout invoice and list of assets.				
Stream of payments payable to client:	Lease Company	Lease Number:	Amount:	
SoCal Office will pay customer the amount indicated above. Customer agrees to make remaining payments on lease and fulfill all financial obligations of said lease. Customer also agrees to notify lease company of intent to return copier and provide shipping instructions to SoCal Office in a timely manner. Attach list of assets				
Trade In of Customer Owned Unit:	Model:	Serial #:		
Client warrants that equipment is free and clear of any liens or security interests. SoCal Office will take possession of trade in and dispose of device at SoCal Office discretion. Attach additional list of assets.				

WE HERBY AGREE to purchase the item(s) listed above in accordance with the terms and provisions set forth on both sides hereof. Customer acknowledges that it has read this agreement of sale and understands and agrees to all terms and conditions stated on both sides herein.

I authorize SoCal Office Technologies to obtain credit information from any consumer reporting agency to determine credit worthiness. I understand that if credit worthiness cannot be determined by the consumer reporting agency, additional information may be required.

CUSTOMER ACCEPTANCE			SO CAL OFFICE TECHNOLOGIES AUTHORIZATION		
Authorized Signature/Date	Print Name	Title	Signature	Date	
<i>Scott C. Stiles</i>	Scott C. Stiles	City Manager	<i>[Signature]</i>	6/2/17	

**SOCAL OFFICE TECHNOLOGIES
PURCHASE ORDER TERMS AND CONDITIONS**

1. **Definitions.** The first page of this Purchase Order is called the Cover Page. The Cover Page and the Terms and Conditions page, along with a listing of additional goods on Schedule A (if attached), represent the agreement (the "Agreement") between SoCal Office Technologies (the "Company") and the Customer, as defined on the Cover Page ("Customer"), with respect to the purchase of those certain goods identified on the Cover Page and Schedule A, if attached (the "Goods" or "Equipment").
2. **Scope.** This Agreement may be executed for:
 - a) A **SALE** of the Goods. If a SALE, subject to any special terms indicated on the Cover Page or Schedule A, the Company hereby offers to sell and Customer hereby accepts to purchase those Goods in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Goods. In any circumstance, Customer will pay invoices within 30 days after the invoice date. A late charge will be assessed against Customer on invoice balances 10 days or more overdue at the rate of 1.5 percent per month, but not in excess of the lawful maximum. The Customer is responsible for paying for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 2(a).
 - b) A **LEASE** of the Goods. If a LEASE, Customer will execute a separate leasing agreement which will fund the purchase of those Goods in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of leasing documents, the Customer shall be responsible to leasing company to satisfy the terms and conditions of the leasing documents. If, however, a LEASE cannot be so executed within 15 days of Customer's execution of this Agreement, Customer must immediately return the Goods to Company in Like New condition.
 - c) A **RENTAL** of the Goods. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.
3. **Acceptance and Non-Cancellation.** This Purchase Order and Agreement shall become binding upon the Customer's execution of this Agreement and may not be cancelled or altered thereafter without the Company's written consent.
4. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Goods at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements; (3) the Goods are to be delivered to a location outside of the Company's service area. All risk of loss will transfer to the Customer upon delivery.
5. **Taxes.** Customer shall pay all federal, state, and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Goods.
6. **Force Majeure.** The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Company.
7. **Default.** Customer will be in default of this Agreement if Company does not receive payment within 10 days after the date payment is due or Customer breaches any other obligation under this Agreement. Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement and/or any disputes arising with regard to the Goods. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, the Company may terminate this Agreement.
8. **Indemnification.** (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 10 shall survive termination of this Agreement.
9. **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED.** THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY GOODS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH GOODS PROVIDED UNDER THIS AGREEMENT.
10. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Customer for the Goods which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.
11. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") with which it was delivered; and (b) software and accompanying documentation identified on the Cover Page as "Application Software" only on any single unit of Equipment for as long as Customer is current in the payment, including any applicable software license fees (if any). Third Party Software may also be obtained under this Agreement and may be subject to a separate End User License Agreement. "Base Software," "Application Software," and "Third Party Software" are referred to collectively as "Software". Customer has no other rights and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
12. **Governing Law.** This Agreement shall be governed by the laws of the state of California without regard to the conflict of laws or principles of such states.
13. **Errors.** The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.
14. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.
15. **Modifications.** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.
16. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.
17. **Relationship.** The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.
18. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER ACKNOWLEDGES THAT SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT SUPERSEDES ANY PRIOR PROPOSALS, QUOTATIONS, OR COMMUNICATIONS, WRITTEN OR ORAL, REGARDING THE PURCHASE OF THE GOODS FROM THE COMPANY. THE CUSTOMER FURTHER UNDERSTANDS THE COMPANY IS NOT A PARTY TO ANY LEASING DOCUMENTS EXECUTED BETWEEN CUSTOMER AND THE LEASING COMPANY, AND THIS AGREEMENT IS NOT INTENDED TO SUPERSEDE ANY LEASING DOCUMENTS, OR OTHER CONTRACTS OR AGREEMENTS WHICH CUSTOMER MAY EXECUTE WITH THE COMPANY.

Initial *LSA*
Date *6/2/17*

SOCAL OFFICE TECHNOLOGIES SALES ORDER AGREEMENT ADDENDUM

INSURANCE REQUIREMENTS:

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.
2. WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
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 Endorsement** 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



A Xerox Company

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 insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's 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.

CUSTOMER ACCEPTANCE:

SOCAL OFFICE TECHNOLOGOGIES AUTHORIZATION

[Signature]
Authorized Signature

[Signature]
Authorized Signature

Scott C. Stiles
Print Name

Peng MacPhee
Print Name

6/2/17
Date

5/22/17
Date

APPROVED AS TO FORM

[Signature]
JAMES EGGART
Assistant City Attorney
City of Garden Grove
DATED: 6-1-17

ATTEST: [Signature]
TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: June 5, 2017



Sale Order Agreement - Schedule A

A Xerox Company

5700 Warland Drive, Cypress, CA 90630

Date
Buyer
P.O. #
Sales Rep

BILL TO		
City of Garden Grove		
11222 Acacia Parkway		
Garden Grove	CA	92842
Contact	Sandra Segawa	
Phone/Fax	714-741-5050	

SHIP TO		
City of Garden Grove		
11222 Acacia Parkway		
Garden Grove	CA	92842
Key Op	Keith Winston	
Phone/Fax	714-741-5096	

QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
6	07AS001A1M5	NSI AutoStore Workflow Device License w/5 Years' Maintenance & Service		
1	WEFILE	Solutions Fee (install & training-1/2 hr.)		
1	097N02123	Plockmatic BM35 Booklet Maker		
1	097N02121	Plockmatic SQF50/35 Square Fold Module (includes installation)		
1	097N02126	Plockmatic CF50/35 Cover Feeder (includes installation)		
1	614N07682	Plockmatic BM50/35 Installation & Operator Training		
1	614N07686	Plockmatic BM50/35 Shipping & Handling		
1	614N07687	Plockmatic SQ50/35 Shipping & Handling		
1	614N07689	Plockmatic CF50/35 Shipping & Handling		
1	Versant 80B	Versant 80		
1	097N02178	Xerox EX 80 Print Server (incl Fiery s/w, Graphics Arts Basic Pkg & Impose)		
1	097S04060, 498K18310	Interface Module, Interface Module Power Cord		
1	097S04591, 497K14940, 497K10060, 498K18310	Two Tray Oversize High Cap Feeder (4K sheets, up to 13x19", up to 300gsm), UI Install Kit, Lower Docking Bracket for OHCF, Interface Module Power Cord		
1	497N02107	Graphic Arts Premium Package		
1	497N03728	Fiery Compose License Activation Kit		
1	XC10BOOK (097S04050, 498K18310)	Light Prod C Booklet Maker Finisher 2/ 2-3 Hole Punch, 3K Stack, 100 Sht Staple & 25 Sht Booklet Fin (requires the Interfact Module), Interface Module Power Cord, Top Tray Motor Upgrade Kit		
1	D110CP	D110CP (110 PPM B/W MULTIFUNCTIONAL)		
1	097S03574, 498K15381, 498K18310	Oversized High Capacity Feeder, High Capacity Feeder Blower Kit, Interface Module Power Cord		
1	097S03929, 498K18310	Interface Module, Interface Module Power Cord		
1	097S03941	Staple Fin w 2/3 Hole Pnch, Post Process Inserter		
1	D125CP	D125CP (125PPM B/W MULTIFUNCTIONAL)		
1	097S03929, 498K18310	Interface Module, Interface Module Power Cord		
1	097S04171, 097S04120, 497K12770, 498K18310, 497K06850	Partner Finishing Interface Module, Standard Finisher (D5), DFA Enablement Kit For E-Bind, Tape-Bind, Plockmatic Pro Booklet Maker, Interface Module Power Cord, 3M Interface Cable		
1	097S04539, 498K18310	Oversized High Capacity Feeder (2-Tray), Power Cord		
13	W7855PT2	Xerox WC7855PT2 (55 PPM B/W, 50 PPM COLOR)		
13	097S04166	Office Finisher LX (2K Sheet Capacity w/ 50 Sheet Multi-position Staple)		
1	097S04615	High Capacity Feeder(2000 sheet)		
8	W7970P2	WorkCentre 7970 Multi-function Printer		
8	BRFIN (097S04617, 497K14380)	Business Ready Finisher w/ 2/3 Hole Punch (3K Sheet Capacity w/ 50 Sheet Multi-position Staple),		
3	WC5875APT	WorkCentre 5875 Printer/Copier (75 PPM B/W MFP)- Must Add Catch Tray or Finisher		
3	097S04536	Office Finisher, 2000 Sheet Capacity w/ 50 Sheet, Multi-Position Staple		

COMMENTS/SPECIAL INSTRUCTIONS	Subtotal	SEE LEASE
	Sales Tax to be Added Upon Invoicing	
	Delivery/Installation	
	TOTAL AMOUNT	SEE LEASE
SPECIAL PAYMENT TERMS & DUE DATES	Less Payment (Check # _____)	
	AMOUNT DUE	SEE LEASE

All applicable Terms and Conditions as found on page 2 of the Sale Order Agreement apply to the items listed above.

CUSTOMER ACCEPTANCE			SOCAL OFFICE TECHNOLOGIES AUTHORIZATION		
Authorized Signature/Date	Print Name	Title	Signature	Date	
<i>[Signature]</i> 6/2/17	Scott C. Stiles	City Manager	<i>[Signature]</i>		



MAINTENANCE AGREEMENT

BILL TO

Customer Name: City of Garden Grove
Address: 11222 Acacia Parkway
City / State / Zip: Garden Grove CA 92842
Phone: (714) 741-5050 Ext: _____

EQUIPMENT LOCATION

Customer Name: City of Garden Grove
Address: 11222 Acacia Parkway
City / State / Zip: Garden Grove CA 92842
Phone: (714) 741-5050 Ext: _____

SERVICED DEVICES

SoCal ID	Make / Model	Serial Number	Starting Meter (BW/CLR)	Location
				See Attached Schedule A

SEE SCHEDULE A FOR ADDITIONAL DEVICES

AGREEMENT DETAILS

Allowances	Monthly Payment	Overage Rate	Overage Billing Cycle	Term: <u>60</u> months Begins: _____ Ends: _____
<u>0</u> Copies, BW	<u>See Lease</u>	_____	<u>Q</u>	Total Monthly Payment: <u>SEE LEASE</u>
<u>0</u> Copies, CLR	_____	_____		
<u>0</u> Prints, BW	_____	_____		
<u>0</u> Wide Format	_____	_____		
Prints, Flat Rate, BW	_____	_____		
Production, CLR	_____	_____		

Notes:
Staples included

Included Items

All inclusive (excluding staples) Micr Toner

This agreement shall be renewed automatically upon approval by SOC unless Customer notifies SOC in writing at least 60 days prior to the termination of the agreement. Customer agrees to pay the then current rate at the beginning of each subsequent agreement period. Unless stated otherwise all base charges will be billed monthly with any overages or per print/copy charges calculated quarterly. Scanner coverage includes labor only and is billed annually.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE RECEIPT OF PAGE TWO AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2 OF THIS AGREEMENT.

SOC 360 Diagnostic Application

SoCal Office Technologies is committed to provide exceptional customer support during the term of this maintenance agreement. Obtaining accurate real-time equipment information such as supply levels and meter readings is vital in providing this level of support. Installation of the SoCal 360 App will allow automatic meter acquisition, resulting in improved billing integrity and proactive toner management, including automatic delivery.

Accept installation? YES NO (CHECK ONE)

If not accepted, who is the designated meter contact

Name: _____ Email: _____ Phone: _____

In the event SOC 360 Diagnostic Application is not installed and a SOC representative is required to visit your office to obtain meter readings an administration charge of \$75 per office location per billing period (\$150 for locations with 20 or more devices) will be added to your overage invoice.

Customer's Authorized Signature

SOC Sales Representative

SOC VP of Service

Print Scott C. Stiles

Lori Simpson

Wendy Hagerstrand

Sign [Signature]

Date 6/2/17



TERMS AND CONDITIONS

A Xerox Company

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement Services. Normal business hours are Monday through Friday, 8am to 5pm. Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers (unless otherwise indicated on the front of this Agreement), and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Replacement parts may be new, reprocessed, or remanufactured. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be via UPS Ground. For all contracts including toner a freight fee will be assessed based on volume of use. Special processing fees may be included for any method other than UPS Ground. Service provided outside Company's normal business hours or for computer/network issues will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. In the event the fees herein are included in your lease payment, the Term shall begin on the start date and continue through the expiration/termination of the Lease Agreement. The meter count at installation or, in the case of owned printers, at assessment, will be used for overages calculations. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5x11 copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

6. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six month billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorney's fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

7. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

8. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.

9. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, Claims, whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorney's fees incurred by Us relating to such claim.

10. **FAX EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

11. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

APPROVED AS TO FORM

James E. Egart
 JAMES EGART
 Assistant City Attorney
 City of Garden Grove
 DATED: 6-1-17

ATTEST: *Teresa Pomeroy*
 TERESA POMEROY, CMG
 City Clerk
 City of Garden Grove
 DATED: June 5, 2017

**SOCAL MAINTENANCE AGREEMENT
CITY OF GARDEN GROVE - SCHEDULE A**

Old Ricoh	SoCal ID	Make/Model	Xerox Serial Number	Starting Meter		Location
				Black & White	Color	
Ricoh MP 1357EX		D125				City Hall-Reprographics 2nd Floor 11222 Acacia Parkway
Ricoh MP C651		Versant 80				City Hall-Reprographics 2nd Floor 11222 Acacia Parkway
Ricoh MP 1107EX		D110				City Hall-Reprographics 2nd Floor 11222 Acacia Parkway
Ricoh MP C5502A		7855				City Hall-Personnel 2nd Floor 11222 Acacia Parkway
Ricoh MP 6001SP		7970				City Hall-City Clerk 2nd Floor 11222 Acacia Parkway
Ricoh MP C5502A		7855				City Hall-Econ Dev 3rd Floor 11222 Acacia Parkway
Ricoh MP 6001SP		7970				City Hall-City Manager 3rd Floor 11222 Acacia Parkway
Ricoh MP 6001SP		7970				City Hall-Water 1st Floor 11222 Acacia Parkway
Ricoh MP C5502A		7855				City Hall-Engineering 1st Floor 11222 Acacia Parkway
Ricoh MP 6001SP		7970				Community Meeting Center 11300 Stanford Avenue
Ricoh MP 6001SP		7970				Juvenile Justice Center 11301 Acacia Parkway
Ricoh MP C5502A		7855				Fire Department 11301 Acacia Parkway
Ricoh MP 6001SP		5875				Central Stores 13802 Newhope Street
Ricoh MP 6001SP		7970				Police Department (Gang Unit) 11301 Acacia Parkway
Ricoh MP C5502A		7855				Public Works Main Office 13802 Newhope Street
Ricoh MP 6001SP		7970				Public Works Portable 13802 Newhope Street

Ricoh MP 7001SP	5875				Police Department (Records) 11301 Acacia Parkway
Ricoh MP 7001SP	5875				Police Department (Records) 11301 Acacia Parkway
Ricoh MP C5502A	7855				Police Department (2nd Floor) 11301 Acacia Parkway
Ricoh MP6504SP	7970				Police Department (1st Floor Report Writing)
Ricoh MP C3002	7855				Housing Authority 11277 Garden Grove Blvd
Canon 2003	7855				Housing Authority 12966 Euclid St. Suite 150
Ricoh MP 2852	7855				Cable TV Production 11277 Garden Grove Blvd
Ricoh MP 2852	7855				Magnolia Family Resource Center 11402 Magnolia Street
Separate	7855				Buena Clinton Family Resource Center
Ricoh C5501	7855				Public Works Water Services 13802 Newhope Street (SN ?)
Ricoh C2550	7855				Senior Center 11300 Stanford Avenue (SN ?)

Customer Authorized Signature

SoCal Office Sales Representative

SoCal VP of Service

Print Scott C. Stiles

Signature *Scott C. Stiles*

ATTEST: 6/24/17
Teresa Pomeroy
TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: June 5, 2017



ADDENDUM TO MAINTENANCE AGREEMENT FOR FINISHING PARTNER EQUIPMENT SERVICE

THIS ADDENDUM ("Addendum") amends the Maintenance Agreement ("Agreement") between CITY OF GARDEN GROVE ("Customer" or "you") and XEROX CORPORATION ("Xerox") dated June 2, 2017.

The parties agree to the following terms shall apply to Xerox' service ("Finishing Partner Equipment Service") of the third-party equipment identified on the face of the Agreement ("Finishing Partner Equipment") and shall be additive to those found elsewhere in the Agreement:

1. The following terms shall be inserted as additional provisions of the Agreement:

FINISHING PARTNER EQUIPMENT SERVICE. Xerox shall maintain the Finishing Partner Equipment in good working order, as follows:

- a. Unless otherwise stated in the Agreement, Finishing Partner Equipment Service will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Finishing Partner Equipment at issue. You agree to give Xerox reasonable access to the Finishing Partner Equipment. Finishing Partner Equipment Service shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).
- b. Xerox shall perform scheduled maintenance at such times agreed to by both parties at each Finishing Partner Equipment location. Scheduled maintenance shall be performed as specified in the Finishing Partner Equipment Service Documentation.
- c. Xerox shall replace parts that are unserviceable as determined solely by Xerox on an exchange basis with new or parts equivalent to new in performance when used in the Finishing Partner Equipment. Additionally, parts may at times be replaced with an equivalent item (i.e. form, fit and function the same, but not necessarily the same brand as the replaced part). Exchanged parts removed from the Finishing Partner Equipment will become the property of Xerox.
- d. Customer shall perform Key Operator maintenance functions as described in the Finishing Partner Equipment operator's manuals.
- e. Xerox shall use only qualified Customer Service Engineers fully trained on maintenance requirements and operation of the Finishing Partner Equipment.
- f. Customer shall notify Xerox of the Finishing Partner Equipment failure and shall provide adequate working space, heat, light, ventilation and electrical current and outlets.
- g. Xerox shall respond within the time period specified in the Agreement, if any.
- h. Customer shall place unscheduled maintenance requests by calling the Xerox Service telephone number provided by Xerox.
- i. Xerox shall not be obligated to provide the following services under these Finishing Partner Equipment Services terms and conditions:
 1. Additional or optional retrofits.
 2. Services as a result of Finishing Partner Equipment relocation.
 3. Exterior painting or refinishing.
 4. Repair for damages resulting from Customer neglect or abuse.
 5. Performance of normal key operator functions as described in the Finishing Partner Equipment operator's manuals.
 6. Finishing Partner Equipment reconditioning
 7. Repair of software (other than replacement of firmware).
- j. Customer agrees to make available key operators or a systems administrator for the Finishing Partner Equipment. Training, if any, will be provided in accordance with the applicable Price List in effect on the date Xerox accepts the Agreement.
- k. Customer represents that each item of Finishing Partner Equipment has a manufacturer's serial number and will at all times be located in facilities which meet all applicable health, environmental and safety standards.

COMMENCEMENT, RENEWAL AND TERMINATION.

- a. i. If the Finishing Partner Equipment is being acquired by you under a Xerox Lease Agreement ("Lease"), then the Agreement and these Finishing Partner Equipment Service terms and conditions shall become effective upon acceptance of the Agreement by Xerox and shall remain in effect for the initial term of the Lease, and ii. If the Finishing Partner Equipment is being acquired by you under a Xerox Sale/Maintenance Agreement ("Sale/Maintenance Agreement"), then the Agreement and these Finishing Partner Equipment Service terms and conditions shall become effective upon acceptance of the Agreement by Xerox and shall remain in effect for an initial term of twelve (12) calendar months (both the foregoing described initial terms are hereafter referred to as the "Initial Term").



b. i. If the Finishing Partner Equipment is being acquired by you under a Lease, unless either party provides notice at least thirty (30) days before the end of Initial Term of its intention not to renew the Lease and the Agreement, then, upon expiration of the Initial Term, the Agreement will be renewed automatically on a month-to-month basis at the same price, terms and conditions and billing frequency as the original Agreement. During this renewal period, either party may terminate the Agreement upon at least thirty (30) days notice. ii. If the Finishing Partner Equipment is being acquired by you under a Sale/Maintenance Agreement, upon expiration of the Initial Term, this Agreement shall be automatically renewed for successive periods of twelve (12) calendar months on each expiration date, unless written notice of termination is provide by either party to the other at least thirty (30) days before the end of Initial Term of its intention not to renew. Pricing for this renewal term shall be based on the prices listed on the Xerox Price List for Finishing Partner Equipment Service then in effect. The foregoing notices shall be given as provided in the Section of the Agreement entitled "Notice" and under Sub-Section (a) below.

c. Should Customer terminate the Agreement prior to the expiration of the Initial Term, Customer shall purchase from Xerox, at the applicable Xerox and/or Finishing Partner published prices, all parts and technical documentation for Customer's Finishing Partner Equipment in Xerox inventory on the effective date of termination.

d. If the Finishing Partner Equipment is being acquired by you under a Sale/Maintenance Agreement, then either party may terminate these Finishing Partner Equipment Service terms and conditions under an Agreement at any time, with or without cause, by providing the other party with one hundred twenty days (120) prior written notice of termination.

e. Notwithstanding the Section of the Agreement entitled 'Notices,' all notices required to be sent to Xerox under the Agreement shall be mailed to:

XEROX CORPORATION
1301 Ridgeview Drive
Lewisville, TX 75057
Fax - 800-407-8430

PRICING

a. Charges for Finishing Partner Equipment Services under the Agreement shall be based on the prices listed on the Xerox Price List for Finishing Partner Equipment Service in effect at the time the Customer executes the Agreement.

b. If Pricing Fixed for Term is identified in the Agreement, the amount you pay Xerox to maintain the Finishing Partner Equipment shall not increase during the Initial Term. Otherwise, Xerox may change any of the prices or these Finishing Partner Equipment Service terms and conditions upon thirty (30) days prior written notice to Customer. Any such changes will be effective at the commencement of the next succeeding Finishing Partner Equipment Service term in the Agreement. Any price increase will not exceed ten (10%) percent of the then current price.

c. Finishing Partner Equipment Service activities performed outside the scope of these terms and conditions, including, but not limited, to weekend service, key operator functions, product enhancements and engineering changes, will be billed on a time and materials basis at the Xerox rate in effect at the time of such service.

WARRANTY DISCLAIMERS Aside from Xerox' obligations to provide service for Finishing Partner Equipment in accordance with this Addendum, Xerox makes no other representations or warranties relative to such service, express or implied. XEROX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATIVE TO SERVICES PROVIDED HEREUNDER.'

Xerox shall not be liable for the loss of any data as a result of performing services hereunder, and Customer shall be responsible for all necessary or desired data back up. This limitation of liability shall be in addition to the Limitation of Liability provisions contained in the general terms and conditions of the Agreement.'

2. The Sections of the Agreement entitled 'Basic Services' or 'Maintenance Services,' 'Repairs And Parts,' 'Hours And Exclusions,' 'Installation Site & Meter Readings,' 'Equipment Replacement,' 'Cartridges,' And 'Pc/Workstation Requirements,' 'Warranty Disclaimer & Waivers,' 'Assignment,' 'Commencement & Expiration,' 'Renewal,' ['Software License,' Software Support,] and 'Intellectual Property Indemnity,' of the Agreement shall be deleted.

Capitalized terms that are not defined in this Addendum shall have the meaning assigned to them in the Agreement. Except as set forth above, the Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum shall control.

XEROX CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

(Customer Name)

By: Scott C. Stiles

Name: Scott C. Stiles

Title: City Manager

Date: 6/6/17

04/20/12 REB



FOR INTERNAL XEROX PROCESSING INFORMATION ONLY: The Agreement (plus these Finishing Partner Equipment Service Terms and Conditions) must be submitted for processing to:

XEROX CORPORATION
1301 Ridgeview Drive
Lewisville, TX 75057
Fax - 800-407-8430

ATTEST: *Teresa Pomeroy*
TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: *June 6, 2017*

APPROVED AS TO FORM

James H. Eggart
JAMES EGGART
Assistant City Attorney
City of Garden Grove
DATED: *6-6-17*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2017

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 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 Seacrest Partners, Inc. 6525 The Corners Pkwy Ste 500 Peachtree Corners, GA 30092-3352	CONTACT NAME: Marie Bearden, CIC CISR PHONE (A/C, No, Ext): 404-602-5678 E-MAIL ADDRESS: Marie.Bearden@SeacrestPartners.com	FAX (A/C, No): 404-602-5661	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SoCal Office Technologies, Inc. 5700 Warland Drive Cypress, CA 90630-5030	INSURER A :Hartford Fire Insurance Company <i>AT, XV</i>		19682
	INSURER B :ACE Property and Casualty Insurance Company <i>AT, XV</i>		20699
	INSURER C :Trumbull Insurance Company <i>AT, XV</i>		27120
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: BXQDAU3B

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			20 CSE S24102	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			20 CSE S24103	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Collision \$0 Ded
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			XOO G27938243 002	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			20 WN S24100 EXCLUDES MONOPOLISTIC STATES	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Garden Grove, its officers, officials, agents, employees, and volunteers is/are an additional insured with respect to general and automobile liability coverage as required by written contract or agreement with respect to sales and service of equipment and supplies by SoCal Office Technologies, Inc.. General Liability coverage is primary and non-contributory where required by written contract or agreement.

Revised and approved as to insurance language and requirements.

5-22-17 *Heidi M. Jay*
Risk Management

CERTIFICATE HOLDER

CANCELLATION

City of Garden Grove, its officers, officials, agents, employees, and volunteers
 PO BOX 3070
 Garden Grove, CA 92842-3070

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
David...



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

Reviewed and approved as to insurance language
and/or requirements.

Heidi M. Jay
Risk Management
5-22-17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization from whom you are required by written contract or agreement to name as an additional insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Reviewed and approved as to insurance
and/or requirements.
Heidi M. Jay
Risk Management
5-22-17



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION - SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Reviewed and approved as to insurance language and/or requirements.

Heidi M. Jay
Risk Management
5-22-17

Name Of Additional Insured Person(s)Or Organization(s):
ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO NAME AS AN ADDITIONAL INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to insurance provided to the additional insured or insureds shown in the Schedule, Paragraph 4. of Section IV - Conditions is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the additional insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

(1) Primary Insurance When Required By The Additional Insured

This insurance is primary if you have agreed with any additional insured or insureds shown in the Schedule that this insurance is primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph c. below.

(2) Primary And Non-Contributory To Other Insurance When Required By The Additional Insured

If you have agreed with any additional insured or insureds shown in the Schedule that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in Paragraph b. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

(6) When You Are Added As An Additional Insured To Other Insurance

That is available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Reviewed and approved as to insurance language and/or requirements.

Heidi M. Jay
Risk Management
5-22-17



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 20 WN S24100 **Endorsement Number:**
Effective Date: 01/01/2017 **Effective hour is the same as stated on the Information Page of the policy.**
Named Insured and Address: GLOBAL IMAGING SYSTEMS, INC.
 3903 NORTHDAL BLVD, SUITE 200W
 TAMPA, FL 33624

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Reviewed and approved as to insurance language and/or requirements.

William Jay
 Risk Management
 5-22-17

Countersigned by *Susan L. Castaneda*
 Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
 Process Date:

Policy Expiration Date:

AWARD OF A 60-MONTH LEASE AND MAINTENANCE CONTRACT TO SO CAL OFFICE TECHNOLOGIES FOR 27 MULTI-FUNCTION COPIERS
(F: 55-So Cal Office Technologies)

Following staff presentation and City Council discussion:

It was moved by Council Member K. Nguyen, seconded by Council Member Klopfenstein that:

A 60-month lease and maintenance contract be awarded to So Cal Office Technologies for 27 Xerox multi-function copiers in the amount of \$644,869.55; and

The City Manager be authorized to sign the lease and maintenance contract on behalf of the City, and make minor modifications as appropriate thereto.

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

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.
Nguyen, Jones
Noes: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Charles D. Kalil
 Dept.: City Manager Dept.: Information Technology
 Subject: Award of a 60-month lease and maintenance contract to So Cal Office Technologies for 27 multi-function copiers. (Cost: \$644,869.55) (Action Item) Date: 5/23/2017

OBJECTIVE

For the City Council to award a 60-month lease and maintenance contract to So Cal Office Technologies ("So Cal") for 27 Xerox multi-function copiers.

BACKGROUND

The City is currently operating under a lease and maintenance agreement for multi-function copiers that will terminate on June 24, 2017. Based on age and usage, these machines are increasingly requiring service and experiencing downtime. Staff researched and determined that current technology could provide increased functionality with reduced costs. On January 11, 2017, the City issued a Request for Proposal - RFP S-1207 ("RFP") for 27 multi-function copiers with scanning, faxing, network printing service and other improved functionalities. Eleven bids were received that met the RFP specifications.

DISCUSSION

A source selection committee (SSC) of five members evaluated the RFP responses based on weighted criteria of Price (40%), Project Plan (30%) and Qualifications of the Proposer (30%). The SSC then performed site visits and viewed product demonstrations by the top four vendors, which are listed below. Upon completion of the site visits, the SSC scored these top four vendors again based on the original criteria and determined that So Cal offered the proposal that best met all of the City's requirements.

RFP S-1207 (Copiers)	So Cal Office Technologies	Sharp Business Systems	Xerox Corporation	Ricoh
TOTALS	4705	4205	3990	3785

In addition to product quality and pricing, customer service and ability of vendors to deliver their proposal were considered. Referrals for vendors were contacted, and the vendors' market presence and reputation were researched.

Xerox is an industry leader in copier innovation. By quality and design, these copiers offer additional functionality that will improve productivity and reduce costs. Some of the new capabilities include providing color printing options to all locations, wireless printing from mobile devices, OCR for scanning to searchable PDFs, duplex color scanning on all devices and faster printing speeds. So Cal has proposed a 60-month lease and maintenance agreement including all supplies for \$128,973.91 per year. Their proposal includes delivery, installation, training and a \$1 buy out option for each copier at the end of the lease. As part of the installation process, So Cal will also uninstall and remove the existing fleet of copiers.

FINANCIAL IMPACT

The current annual lease and maintenance cost for the City's copier fleet is \$155,765.14. So Cal's proposed annual cost is \$128,973.91. Total cost of the agreement will be \$644,869.55, representing a savings of nearly \$134,000 over the 60 month agreement period. The funds for this agreement are normal operating expenses submitted as part of the annual Information Technology budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a 60-month lease and maintenance contract to So Cal Office Technologies for 27 Xerox multi-function copiers in the amount of \$644,869.55; and
- Authorize the City Manager to sign the lease and maintenance contract on behalf of the City, and make minor modifications as appropriate thereto.

By: Keith Winston, Senior Information Technology Analyst

After review, evaluation, and ranking of proposals, the SSC determined that two (2) vendors, the PM Group and Timothy W. Hogan Graphics, have the depth of experience and qualifications to successfully perform all of the requested services. Mekong Printing does not provide translation services, but will provide printing and mailing services. Therefore, staff recommends issuing on-call agreements with each vendor in the amount of \$75,000 for a total of \$225,000 for a period of five (5) years to ensure better pricing options.

FINANCIAL IMPACT

There is no impact to the General Fund. The agreements with Tim Hogan Graphics, Mekong Printing and the PM Group is not-to-exceed \$225,000 per year for a period of five (5) years. Each contract will be capped at \$75,000 per year. Funds are available in the Water, Sewer and Refuse funds for Fiscal Year 2022/23 budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve agreements with Mekong Printing, Inc., The Printery Inc., dba PM Group, and Timothy W. Hogan, in the amount of \$225,000 per year for a period of five (5) years; and
- Authorize the City Manager to execute the agreements on behalf of the City and make modifications as appropriate.

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

ATTACHMENTS:

Description	Upload Date	Type	File Name
Mekong Printing Agreement	3/10/2022	Agreement	PROFESSIONAL_SERVICES_CONTRACT-Mekong_Printing_2022.pdf
The PM Group Agreement	3/10/2022	Agreement	PROFESSIONAL_SERVICES_CONTRACT-PM_Group_2022.pdf
Tim Hogan Graphics	3/10/2022	Agreement	PROFESSIONAL_SERVICES_CONTRACT-Tim_Hogan_Graphics_2022.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Mekong Printing 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 On-Call printing, translation, and mailing services for a wide range of external communication to the public including, but not limited to, educational outreach programs and utility rate notifications per Attachment A.
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 from full execution of the agreement through June 30, 2022, with an option to extend said agreement additional four (4) fiscal years, for a total performance period of five (5) fiscal 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 Scope of Services 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 Services. The Scope of Services is attached as Attachment A, and is incorporated herein by reference. The Scope of Services and this Agreement do not guarantee any specific amount of work. CITY will request a quote for each on-call job required and will approve each job in writing prior to CONTRACTOR providing any services under this Agreement.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** AMOUNT. Total Compensation under this agreement shall not exceed (NTE) amount of Seventy Five Thousand Dollars

(\$75,000.00), per fiscal year, payable in arrears and in accordance with Scope of Services in Attachment "A".

- 3.2 Payment For work under this Agreement, payment shall be made per invoice for work completed. Within 45 days 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 quotes requested and received by CITY for each on-call job. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on quotes requested and received by CITY for each on-call job. All work shall be in accordance with RFQ. No. S-1291.
- 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 and CONTRACTOR 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.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 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 Endorsement** 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 insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's 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)
 Mekong Printing Inc.
 Attention: Suzanne Stephens-Truong
 2421 W. 1st Street
 Santa Ana, CA 92703

 - 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 Scope of Work 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.

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"
Mekong Printing Inc.**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

RFQ S-1292
ATTACHMENT "A"
ON-CALL PRINTING AND RELATED SERVICES
SCOPE OF SERVICES

Contractor will furnish on-call printing, translation, and mailing services as specified below:

The Contractor must be able to:

- Perform quality printing that is sharp and clear and without smears;
- Print from various electronic file formats such as Acrobat, Illustrator, PageMaker, Publisher, Word, etc.;
- Perform printing/ mailing orders for individual pieces for residents and businesses;
- Coordinate printing and mailing schedules with Departmental representatives;
- Merge names/addresses from an Excel spreadsheet onto individual materials to be mailed through the United States Postal Service (USPS);
- Provide digital proofs to Departmental representatives for their approval prior to printing to ensure accuracy and formatting;
- Make recommendations to Departmental representatives about appropriateness and placement of borders, return address and postage indices on materials to be printed and/or mailed;
- Print a variety of brochures (tri- and bi-fold), mail-back surveys, notices, event flyers, envelopes, door Hangers, letterhead, postcards, multi-page calendars, booklets, return address mailing labels, and similar materials in color or black and white;
- Deliver materials to the post office
- Print materials on recycled paper stock should contain a minimum of fifty percent (50%) recycled content, unless such use would increase costs significantly, or have a negative impact on health, safety, or operational efficiency. Proof of recycled content must be available upon request by the City.
- Provide written translation services in multiple languages for Spanish, Vietnamese and Korean.
- Written translation services shall be performed with 99% accuracy.
- No specific amount of work is guaranteed and will be based on the City's need and current budget for the fiscal year.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **The Printery, Inc., dba The PM Group**, 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 On-Call printing, translation, and mailing services for a wide range of external communication to the public including, but not limited to, educational outreach programs and utility rate notifications per Attachment A.
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 from full execution of the agreement through June 30, 2022, with an option to extend said agreement additional four (4) fiscal years, for a total performance period of five (5) fiscal 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 Scope of Services 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 Services. The Scope of Services is attached as Attachment A, and is incorporated herein by reference. The Scope of Services and this Agreement do not guarantee any specific amount of work. CITY will request a quote for each on-call job required and will approve each job in writing prior to CONTRACTOR providing any services under this Agreement.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** AMOUNT. Total Compensation under this agreement shall not exceed (NTE) amount of Seventy Five Thousand Dollars

(\$75,000.00), per fiscal year, payable in arrears and in accordance with Scope of Services in Attachment "A".

- 3.2 Payment For work under this Agreement, payment shall be made per invoice for work completed. Within 45 days 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 quotes requested and received by CITY for each on-call job. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on quotes requested and received by CITY for each on-call job. All work shall be in accordance with RFQ. No. S-1291.
- 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 and CONTRACTOR 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.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 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 Endorsement** 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 insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's 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)
 The Printery, Inc., dba The PM Group
 Attention: Paul McKinney, Partner
 1762 Kaiser Avenue
 Irvine, CA 92614

 - 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 Scope of Work 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.

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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.

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"
The Printery, Inc., dba The PM Group**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

RFQ S-1292
ATTACHMENT "A"
ON-CALL PRINTING AND RELATED SERVICES
SCOPE OF SERVICES

Contractor will furnish on-call printing, translation, and mailing services as specified below:

The Contractor must be able to:

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- Print from various electronic file formats such as Acrobat, Illustrator, PageMaker, Publisher, Word, etc.;
- Perform printing/ mailing orders for individual pieces for residents and businesses;
- Coordinate printing and mailing schedules with Departmental representatives;
- Merge names/addresses from an Excel spreadsheet onto individual materials to be mailed through the United States Postal Service (USPS);
- Provide digital proofs to Departmental representatives for their approval prior to printing to ensure accuracy and formatting;
- Make recommendations to Departmental representatives about appropriateness and placement of borders, return address and postage indices on materials to be printed and/or mailed;
- Print a variety of brochures (tri- and bi-fold), mail-back surveys, notices, event flyers, envelopes, door Hangers, letterhead, postcards, multi-page calendars, booklets, return address mailing labels, and similar materials in color or black and white;
- Deliver materials to the post office
- Print materials on recycled paper stock should contain a minimum of fifty percent (50%) recycled content, unless such use would increase costs significantly, or have a negative impact on health, safety, or operational efficiency. Proof of recycled content must be available upon request by the City.
- Provide written translation services in multiple languages for Spanish, Vietnamese and Korean.
- Written translation services shall be performed with 99% accuracy.
- No specific amount of work is guaranteed and will be based on the City's need and current budget for the fiscal year.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Timothy W. Hogan**, 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 On-Call printing, translation, and mailing services for a wide range of external communication to the public including, but not limited to, educational outreach programs and utility rate notifications per Attachment A.
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2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Services. The Scope of Services is attached as Attachment A, and is incorporated herein by reference. The Scope of Services and this Agreement do not guarantee any specific amount of work. CITY will request a quote for each on-call job required and will approve each job in writing prior to CONTRACTOR providing any services under this Agreement.
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(\$75,000.00), per fiscal year, payable in arrears and in accordance with Scope of Services in Attachment "A".

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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.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 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 Endorsement** 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 insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's 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)
 Timothy W. Hogan
 Attention: Tim Hogan, Owner
 6412 Navajo Road
 Westminster, CA 92683

 - 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 Scope of Work 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.

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"
Timothy W. Hogan**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

RFQ S-1292
ATTACHMENT "A"
ON-CALL PRINTING AND RELATED SERVICES
SCOPE OF SERVICES

Contractor will furnish on-call printing, translation, and mailing services as specified below:

The Contractor must be able to:

- Perform quality printing that is sharp and clear and without smears;
- Print from various electronic file formats such as Acrobat, Illustrator, PageMaker, Publisher, Word, etc.;
- Perform printing/ mailing orders for individual pieces for residents and businesses;
- Coordinate printing and mailing schedules with Departmental representatives;
- Merge names/addresses from an Excel spreadsheet onto individual materials to be mailed through the United States Postal Service (USPS);
- Provide digital proofs to Departmental representatives for their approval prior to printing to ensure accuracy and formatting;
- Make recommendations to Departmental representatives about appropriateness and placement of borders, return address and postage indices on materials to be printed and/or mailed;
- Print a variety of brochures (tri- and bi-fold), mail-back surveys, notices, event flyers, envelopes, door Hangers, letterhead, postcards, multi-page calendars, booklets, return address mailing labels, and similar materials in color or black and white;
- Deliver materials to the post office
- Print materials on recycled paper stock should contain a minimum of fifty percent (50%) recycled content, unless such use would increase costs significantly, or have a negative impact on health, safety, or operational efficiency. Proof of recycled content must be available upon request by the City.
- Provide written translation services in multiple languages for Spanish, Vietnamese and Korean.
- Written translation services shall be performed with 99% accuracy.
- No specific amount of work is guaranteed and will be based on the City's need and current budget for the fiscal year.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes Date: 3/22/2022
 from the meetings held on
 February 28, 2022, and
 March 8, 2022. (*Action*
 Item)

Attached are the minutes from the meetings held on February 28, 2022, and March 8, 2022, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes - February 28, 2022	3/17/2022	Minutes	cc-min_02_28_2022.pdf
Minutes - March 8, 2022	3/17/2022	Minutes	cc-min_03_08_2022.pdf

MINUTES
GARDEN GROVE CITY COUNCIL
Special Meeting
Monday, February 28, 2022
Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 5:35 p.m., Mayor Jones convened the meeting telephonically.

ROLL CALL PRESENT: (5) Mayor Jones, Council Members Brietigam,
O'Neill, D. Nguyen, K. Nguyen

ABSENT: (2) Bui, Klopfenstein

Study Session

ORAL COMMUNICATIONS

Speakers: Brian Malley

DISCUSSION ON PENSION OBLIGATION BONDS (F: 60.1A)

City Manager Stiles prefaced the introduction of the presenters by thanking the City Council for adopting policies that serve to strengthen the City of Garden Grove's financial stability.

Finance Director, Patricia Song, introduced a PowerPoint presentation that was reviewed by consultants Sara Brown, Anna Saribian, and Brian Forbath. The following topics from the PowerPoint were covered:

The City's Standard and Poor's rating is AA+, which is very strong; however, the large unfunded pension liability can be detrimental for future upgrades for public facilities.

The primary cost driver is the growth of the Unfunded Accrued Liability (UAL) in excess of \$300 million as more people retire from the City driving up the UAL further.

California cities, counties and special districts that participate in CalPERS and are subject to the UAL have sold pension bonds with a span of credit rating between AAA and BBB+. With the City of Garden Grove's AA+ rating, the expected cost to borrow is between 2.20 percent and 3.72 percent.

A pension obligation bond offers a flexible timeline for paying down debt at significantly lowered interest rates. Risks would include extreme market returns and potential for squandered savings. Under the current payment plan, the City will be paying \$592 million over the next 23 years. Pension bond estimated savings would be from \$102.6 million to an accelerated payment plan savings of \$121.7 million.

ADJOURNMENT

At 6:55 p.m., Mayor Jones adjourned the meeting.

Teresa Pomeroy
City Clerk

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, March 8, 2022

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

CONVENE CLOSED SESSION

AT 5:30 p.m., Mayor Jones convened closed session.

<u>ROLL CALL</u>	PRESENT:	(5)	Council Members Brietigam, Klopfenstein, K. Nguyen, D. Nguyen, Mayor Jones
	ABSENT:	(2)	Council Member Bui absent at Roll Call, but joined the meeting at 5:41 p.m. Council Member O'Neill absent at Roll Call, but joined the meeting at 5:59 p.m.

ORAL COMMUNICATIONS

Speakers: None

CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6 - CITY DESIGNATED REPRESENTATIVE: LAURA STOVER, HUMAN RESOURCES DIRECTOR; EMPLOYEE ORGANIZATION: POLICE ASSOCIATION

ADJOURN CLOSED SESSION

At 6:25 p.m., Mayor Jones adjourned closed session.

CONVENE REGULAR MEETING

At 6:37 p.m., Mayor Jones convened the meeting with all Council Members present.

INVOCATION

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

ADOPTION OF A PROCLAMATION HONORING MR. DAMIEN LORTON FOR BEING NAMED CITIZEN OF THE YEAR IN 2020 BY THE CYPRESS COLLEGE AMERICANA FOUNDATION (F: 83.1)

It was moved by Mayor Jones seconded by Mayor Pro Tem D. Nguyen that:

The Garden Grove City Council does hereby commend the achievements of Damien Lorton, and his meritorious recognition as the recipient of the Cypress College 2020 Americana Awards' Garden Grove Citizen of the year.

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

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

ADOPTION OF A PROCLAMATION RECOGNIZING MR. RIC LERMA AND MS. MAUREEN BLACKMUN FOR BEING NAMED THE 2020/2021 MAN AND WOMAN OF THE YEAR BY THE GARDEN GROVE CHAMBER OF COMMERCE (F: 83.1)

It was moved by Mayor Jones seconded by Mayor Pro Tem D. Nguyen that:

The Garden Grove City Council does hereby proclaim Ric Lerma and Maureen Blackmun as the 2020/2021 Garden Grove Chamber of Commerce Man and Woman of the Year, and deeply commends their achievements.

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

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

PRESENTATION - COMMUNITY SPOTLIGHT RECOGNIZING MR. DAMIEN LORTON FOR BEING NAMED CITIZEN OF THE YEAR IN 2020 BY THE CYPRESS COLLEGE AMERICANA FOUNDATION, AND MR. RIC LERMA AND MS. MAUREEN BLACKMUN FOR BEING NAMED THE 2020/2021 GARDEN GROVE CHAMBER OF COMMERCE MAN AND WOMAN OF THE YEAR

ORAL COMMUNICATIONS

Speakers: Leland Sisk, Brian Malley, Tom Raber

Written Comments: Craig Durfey

FOURTH PUBLIC HEARING REGARDING THE REDISTRICTING PROCESS POST 2020 CENSUS AND INTRODUCTION OF AN ORDINANCE IMPLEMENTING ONE OF TWO DRAFT VOTING DISTRICT MAPS (F: 58.13)

Following the introduction by Maria Stipe, Assistant City Manager, and David Ely, consultant with Compass Demographics, Mayor Jones declared the public hearing open.

Speakers: Lena Tran, Vincent Tran, Nicholas Dibs, Maureen Blackmun, Roberto Herrera, Dorothy Nguyen, Garden Grove Resident, Garden Grove Resident, Valerie, Tanya, and Jennifer.

Written Communications in favor of the Community map: Elizabeth Raganold.
Written Communications in favor of the current map: Curt Moore and John O'Donnell.

Petition submitted in favor of current district map signed by: Maureen Blackmun, Bonnie Crawford, Sharon Clevenger, Gina Garland, Anita Riley, Christina Simpson, Linda Kellstrom, Nancy Froelich, Darrel Blackmun, Karyn Durham, Adrienne Holm, and John Holm.

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

Following City Council discussion, consensus was to maintain the current district map due to the minimal population changes and that the current map was adopted only four years before the 2020 census count in 2016. City Council Members expressed their appreciation for the community group who submitted the alternate map to be considered and encouraged them to continue with civic engagement.

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

Ordinance No. 2932 entitled: An Ordinance of the City Council of the City of Garden Grove adopting the City of Garden Grove District Map following review of the population changes resulting from the 2020 Federal Decennial Census, be passed to second reading.

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

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

ORAL COMMUNICATIONS (Continued)

Speakers: Basil Starr, Nicholas Dibs

RECESS

At 8:13 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 8:17 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF A PROCLAMATION HONORING MR. DAMIEN LORTON FOR BEING NAMED CITIZEN OF THE YEAR IN 2020 BY THE CYPRESS COLLEGE AMERICANA FOUNDATION (F: 83.1)

This matter was heard earlier in the meeting.

ADOPTION OF A PROCLAMATION RECOGNIZING MR. RIC LERMA AND MS. MAUREEN BLACKMUN FOR BEING NAMED THE 2020/2021 MAN AND WOMAN OF THE YEAR BY THE GARDEN GROVE CHAMBER OF COMMERCE (F: 83.1)

This matter was heard earlier in the meeting.

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

It was moved by Council Member K. Nguyen, seconded by Council Member O'Neill that:

The Garden Grove City Council does hereby proclaim the month of March "Women's History Month," and celebrates the 2022 Women's History Month theme of "Women Providing Healing, Promoting Hope."

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

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

RECEIVE AND FILE THE 2021 ANNUAL PROGRESS REPORT ON THE STATUS OF THE GENERAL PLAN (F: 20.2)

It was moved by Council Member K. Nguyen, seconded by Council Member O'Neill that:

The 2021 Annual Progress Report on the Status of the General Plan be received and filed; and

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

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

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

ACCEPTANCE OF PROJECT COMPLETION FOR PROJECT NO. CP1293000, KATELLA AVENUE OVERLAY PROJECT, FROM MAGNOLIA STREET TO JEAN STREET (F: 96.1.PROJ.CP-1293000)

It was moved by Council Member K. Nguyen, seconded by Council Member O'Neill that:

The Katella Avenue Overlay Project No. CP1293000 from Magnolia Street to Jean Street be accepted as complete;

The City Manager be authorized to execute the Notice of Completion of Public Works Improvement and Work; and

The Finance Director be authorized to release the retention payment when appropriate.

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

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

AWARD A CONTRACT FOR RFP NO. S-1289 TO MASTER LANDSCAPE AND MAINTENANCE, INC., FOR OLEANDER TRIMMING AND STORM DRAIN MAINTENANCE (F: 55-Master Landscape and Maintenance Inc.)

It was moved by Council Member K. Nguyen, seconded by Council Member O'Neill that:

A contract be awarded to Master Landscape Maintenance, Inc., in the an annual amount of \$85,946.70 for the first three years, with an option to renew the contract for an additional two years, in an annual amount of \$152,545.70;

Authorize the City Manager to execute the contract on behalf of the City and make minor modifications as appropriate; and

The City Manager be authorized to execute amendments to the contract, including the authorization to enter into the options years, providing sufficient funds are available.

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

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

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON FEBRUARY 22, 2022
(F: Vault)

It was moved by Council Member K. Nguyen, seconded by Council Member O'Neill that:

The minutes from the meeting held on February 22, 2022, be received and filed.

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

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

WARRANTS

It was moved by Council Member K. Nguyen, seconded by Council Member O'Neill that:

Payroll Check numbers 00002760 through 00003355, inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by Wire numbers 00000877 through 00000891, EFT numbers 00019130 through 00019144, and check numbers 00676334 through 00676413 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by Wire numbers 00000892 through 00000900, EFT numbers 00019145 through 00019176, and check numbers 00676414 through 00676499 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by Wire numbers 00000901 through 00000910, EFT numbers 00020153 through 00020173, and check numbers 00676711 through 00676775 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by Wire numbers 00000914 through 00000916, EFT numbers 00020209 through 00020222, and check numbers 00676909 through 00677013 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by Wire numbers 00000877 through 00000891, EFT numbers 00019130 through 00019144, and check numbers 00676334 through 00676413 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by EFT numbers 00019177 through 00020152, and check numbers 00676500 through 00676710 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures;

Demands covered by Wire numbers 00000911 through 00000913, EFT numbers 00020174 through 00020208, and check numbers 00676776 through 00676908 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures; and

Demands covered by wires 00000917 through 00000962, EFT numbers 00020223 through 00020250, and check numbers 00677014 through 00677106 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures; be received and filed.

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

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

WAIVER

It was moved by Council Member K. Nguyen, seconded by Council Member O'Neill that:

Full reading of Ordinances listed be waived.

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

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

FOURTH PUBLIC HEARING REGARDING THE REDISTRICTING PROCESS POST 2020 CENSUS (F: 58.13)

This matter was heard earlier in the meeting.

ADOPTION OF A RESOLUTION APPROVING A TOBACCO LAW ENFORCEMENT GRANT AND AN AGREEMENT WITH BUREAU VERITAS FOR PROVIDING OPERATIONAL TASKS FOR THE IMPLEMENTATION OF THE GRANT PROGRAM, AND TO APPROPRIATE GRANT FUNDS IN FISCAL YEAR 2021-22 FOR OPERATING COSTS (F: 57.11) (F: 55-Bureau Veritas)

Following staff introduction including a PowerPoint presentation with a code enforcement program and staffing component and City Council comments, it was moved by Council Member Brietigam, seconded by Council Member K. Nguyen that:

Resolution No. 9724-22 entitled: A Resolution of the City Council of the City of Garden Grove to accept Tobacco Law Enforcement Grant Funds in the amount of \$467,699 and authorize agreements to implement the Tobacco Law Enforcement Program, be adopted;

A Memorandum of Understanding with the Department of Justice for a three year period be approved;

The City Manager be authorized to sign the Memorandum of Understanding on behalf of the City;

A Professional Services Agreement with Bureau Veritas in the amount of \$150,000 to implement the enforcement of the program be approved;

The City Manager be authorized to sign the agreement with Bureau Veritas for a one year term with two optional years on behalf of the City, and to make minor modifications as appropriate; and

Funds in the amount of \$162,149 for Fiscal year 2021-22 for the first year of operating costs be appropriated.

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

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

ADOPTION OF A RESOLUTION TO APPROVE RELATED DOCUMENTS TO AUTHORIZE ISSUANCE OF THE CITY OF GARDEN GROVE PENSION OBLIGATION BONDS AND RELATED JUDICIAL VALIDATION PROCEEDINGS (F: 60.1A)

City Manager Stiles introduced this matter and referenced the Study Session that was held on February 28, 2022, and the PowerPoint presentation that provided an overview for the steps needed for the City to proceed with authorizing bond issuance. He noted that Anna Sarabian, Municipal Advisor, and Cyrus Torabi, Bond Counsel, along with Patricia Song, Finance Director, would be available for questions.

Patricia Song, Finance Director, provided a PowerPoint presentation that covered the following: The City's debt at \$329 million will need to be paid over the next two decades; the payment for the debt to CalPERS will continue to grow over the next eight years before gradually declining; the current interest charges for this debt is at 6.8 percent; there is concern that the large unfunded liability amount could negatively affect the City's Standard & Poor's rating that is currently at AA+; in working with consultants and weighing different scenarios, a moderate approach for repayment could save over \$100 million over the next 23 years, a preferable and an accelerated approach for repayment could save over \$120 million with a faster rate of repayment over an eight year period; the accelerated approach, taking advantage of the current market strength, is the favored approach to pay the debt down faster but still protect the City's liquidity. The bond issuance process takes approximately 12 weeks.

Following City Council expressing consensus for approving to begin the process for issuing a bond, it was moved by Mayor Jones, seconded by Mayor Pro Tem D. Nguyen that:

Resolution No. 9725-22 entitled: A Resolution of the City Council of the City of Garden Grove authorizing the issuance of bonds to refund and prepay certain pension obligations of the City, approving the form and authorizing the execution of a Trust Agreement and Bond Purchase Agreement, authorizing judicial validation proceedings relating to the issuance of such bonds, and approving additional actions related thereto, be adopted;

The form be approved and the execution of a trust agreement be authorized by and between the City of Garden Grove and U.S. Bank Trust Company, as trustee; and

The form be approved and the execution of a Bond Purchase Agreement be authorized with Stifel, Nicolaus & Company, as underwriter.

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

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

APPROVAL OF THE AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT
TO EXTEND THE EXPIRATION OF SEPARATION PAY FOR THREE YEARS
(F: 55-Scott C. Stiles)

Following City Attorney Sandoval's introduction and City Council consensus expressing their complete satisfaction with City Manager Stiles' performance, it was moved by Council Member Brietigam, seconded by Council Member K. Nguyen that:

The Amendment to City Manager Employment Agreement with Scott C. Stiles, extending the expiration of the Separation Pay provision by three years, be approved; and

The Mayor be authorized to sign the agreement on behalf of the City.

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

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

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

Council Member Klopfenstein announced the upcoming Garden Grove Gems competition, noting that this is a revamped Neighborhood Pride program. She thanked Community Services Director, John Montanchez and his team for renewing this program with a fresh new look. You can nominate your own home or a neighbor's home between April 11-29, 2022, with online voting taking place from May 9-13, 2022. More information on the Garden Grove Gems is available at <https://ggcity.org/community-services/garden-grove-gems>

Council Member K. Nguyen expressed optimism in the newly appointed director of Thomas House and the working relationships with the Buena Clinton Family Resource Center staff, and gave kudos to the Buena Clinton staff. She thanked IT for the improvements she requested for the "Report an Issue" portal on the City's website. As President of the Orange County Division League of California Cities, she has been hearing a lot of interest in the upcoming Open Streets event. She asked that staff provide information on the solar subsidies as she is concerned about potential burden in terms of taxing for residents who are unable to afford installing solar panels.

City Attorney Sandoval stated that there was no reportable action on the closed session matters.

City Manager Stiles expressed gratitude to the City Council on approving his agreement, stating that Garden Grove has been great for him and his family. He thanked the Department Directors for all of their work and that they are a great team of people to work with. He noted that there will be a presentation provided on the Open Streets Event, and that there is more information at <https://ggcity.org/open-streets>.

Mayor Jones expressed condolences to the families of Danny Castro and to Margie Abola. Danny Castro was a 40 year employee of the Public Works Department, and Margie Abola was a 14 ½ year employee with the Finance Department.

ADJOURNMENT

At 9:05 p.m., Mayor Jones adjourned the meeting in memory of Danny Castro and Margie Abola. The next Regular City Council Meeting will be on Tuesday, March 22, 2022, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Patricia Song
 Dept.: City Manager Dept.: Finance
 Subject: Receive and file warrants. Date: 3/22/2022
 (*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants - 3-1-22	3/17/2022	Warrants	03012022.pdf
Warrants - 3-2-22	3/17/2022	Warrants	03022022.pdf
Warrants - 3-9-22	3/17/2022	Warrants	03092022.pdf



City of Garden Grove
Certificate of Warrants
03/01/2022

This is to certify the demands covered by EFT numbers 00020251 through 00021232, and check numbers 00677107 through 00677313 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

A handwritten signature in blue ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director
Patricia Song

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

Check Dates Mar 1, 2022

Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 1, 2022 4:12:57 PM

Page 1

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00020251	H00252	12111 BAILEY STREET LLC	03/01/2022	\$1,294.00
00020252	H0951	12392 TO 12432 GROVEVIEW	03/01/2022	\$639.00
00020253	H3409	12911 GALWAY ST, LLC	03/01/2022	\$4,240.00
00020254	H3297	13251 NEWLAND, LLC	03/01/2022	\$12,824.00
00020255	H4567	15915 LA FORGE ST WHITTIER, LLC	03/01/2022	\$775.00
00020256	H3906	19822 BROOKHURST, LLC	03/01/2022	\$2,548.00
00020257	H2617	2300 W EL SEGUNDO, LP DBA LOTUS GARDENS	03/01/2022	\$11,276.00
00020258	H4149	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	03/01/2022	\$1,489.00
00020259	H4791	606 SOUTH 6TH ST ASSOCIATES, LP	03/01/2022	\$7,350.00
00020260	H2483	7632 21ST ST, LP	03/01/2022	\$7,833.00
00020261	H2971	8080 BEVER PLACE-NEGBA, LLC	03/01/2022	\$1,392.00
00020262	H4654	8572 STANFORD, LLC	03/01/2022	\$2,762.00
00020263	H1044	ABCO CROWN VILLA,LTD	03/01/2022	\$905.00
00020264	H3560	ACACIA VILLAGE	03/01/2022	\$26,484.00
00020265	H9002	ACACIAN APTS	03/01/2022	\$42,334.00
00020266	H00121	ADRIAN REALTY LLC	03/01/2022	\$2,932.00
00020267	H4389	ADRIATIC APTS	03/01/2022	\$1,081.00
00020268	H3401	AEGEAN APARTMENTS	03/01/2022	\$7,447.00
00020269	H4741	PARVIZ ALAI	03/01/2022	\$4,475.00
00020270	H00251	ALDERS APARTMENT COMPANY	03/01/2022	\$1,247.00
00020271	H00033	ALEXANY NGUYEN PROPERTIES, LLC	03/01/2022	\$1,442.00
00020272	H3512	ALFRED P VU & JULIE NGA HO, LLC	03/01/2022	\$3,125.00
00020273	H1684	REHANA ALIBULLA	03/01/2022	\$1,945.00
00020274	H4121	ALLARD APARTMENT, LLC	03/01/2022	\$7,120.00
00020275	H3645	LYNN KATHLEEN ALLEN	03/01/2022	\$1,263.00
00020276	H2454	ALTEZA,INC	03/01/2022	\$2,021.00
00020277	H4668	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	03/01/2022	\$1,383.00
00020278	H2489	AMERICAN FAMILY HOUSING	03/01/2022	\$1,122.00
00020279	H00093	SALMAN M AMIR	03/01/2022	\$2,664.00
00020280	H2938	ANAHEIM SUNSET PLAZA APTS	03/01/2022	\$6,975.00
00020281	H4371	CHUNG NAN AOU	03/01/2022	\$1,744.00
00020282	H00181	AP TRUST DATED 01/20/21	03/01/2022	\$1,114.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00020283	H4254	ARBOR VILLAS, LLC	03/01/2022	\$1,368.00
00020284	H00048	JESSIE WONG ARIAS	03/01/2022	\$1,780.00
00020285	H4027	TIMOTEO ARJON	03/01/2022	\$1,384.00
00020286	H4729	ARTESIA BOULEVARD 44, LLC	03/01/2022	\$1,502.00
00020287	H3930	EIDA A ATTIA	03/01/2022	\$2,089.00
00020288	H4272	PAUL AUDUONG	03/01/2022	\$1,291.00
00020289	H4532	AUGUSTA GROUP INVESTMENTS INC	03/01/2022	\$1,545.00
00020290	H00180	AVANATH FESTIVAL LP	03/01/2022	\$2,626.00
00020291	H00084	AVANATH GROVE LP	03/01/2022	\$46,935.00
00020292	H2062	AYNEM INVESTMENTS, LP	03/01/2022	\$16,190.00
00020293	H00210	B2B INVESTMENTS LLC	03/01/2022	\$1,718.00
00020294	H4505	BACH & JASON NGUYEN INVESTMENT LLC	03/01/2022	\$1,679.00
00020295	H4295	BAKER RANCH AFFORDABLE, LP	03/01/2022	\$1,770.00
00020296	H4403	HA BANH	03/01/2022	\$1,600.00
00020297	H2370	BARRY SAYWITZ PROP TWO, LP	03/01/2022	\$5,315.00
00020298	H4777	BDA INVESTMENTS, LLC	03/01/2022	\$1,246.00
00020299	H00092	BEACH BOULEVARD COTTAGES LLC	03/01/2022	\$414.00
00020300	H4797	BEACH CREEK PARTNERS II, LP	03/01/2022	\$1,446.00
00020301	H4735	BEACHWOOD VILLAGE APARTMENTS	03/01/2022	\$1,280.00
00020302	H4368	BEHRENS PROPERTIES, LLC	03/01/2022	\$1,008.00
00020303	H3168	BELAGE PRESERVATION, LP	03/01/2022	\$1,264.00
00020304	H4463	BERTINA PANG LOH CHANG	03/01/2022	\$730.00
00020305	H3365	JAIME OR MAGALI BERTRAN	03/01/2022	\$1,493.00
00020306	H3115	ANIL BHALANI	03/01/2022	\$1,309.00
00020307	H0645	N C BHATT	03/01/2022	\$4,887.00
00020308	H4746	BMN INVESTMENTS, INC	03/01/2022	\$2,692.00
00020309	H00167	DAVID BORTHWICK	03/01/2022	\$971.00
00020310	H3966	ADEL A BOUTROS	03/01/2022	\$1,448.00
00020311	H4331	BOWEN PROPERTY, LLC	03/01/2022	\$1,534.00
00020312	H0231	MAI BOZARJIAN	03/01/2022	\$21,593.00
00020313	H4085	MAI BOZARJIAN	03/01/2022	\$5,269.00
00020314	H4399	BRIAR CREST / ROSE CREST	03/01/2022	\$3,077.00
00020315	H4784	BRIDGE WF CRYSTAL VIEW AGP, LLC	03/01/2022	\$4,699.00
00020316	H0968	SHARON OR NORMAN BROWN	03/01/2022	\$4,012.00

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00020317	H4088	BACH BUI	03/01/2022	\$1,066.00
00020318	H4656	DANIEL D BUI	03/01/2022	\$2,023.00
00020319	H3590	DUNG BUI	03/01/2022	\$931.00
00020320	H4699	KIMLOAN THI BUI	03/01/2022	\$1,440.00
00020321	H4664	LONG BUI	03/01/2022	\$1,185.00
00020322	H0276	MINH Q BUI	03/01/2022	\$2,065.00
00020323	H3322	MONICA BUI	03/01/2022	\$1,639.00
00020324	H1510	NGA HUYNH BUI	03/01/2022	\$1,217.00
00020325	H4215	SON VAN BUI	03/01/2022	\$2,121.00
00020326	H4779	TAM BUI	03/01/2022	\$1,555.00
00020327	H4760	THINH BUI	03/01/2022	\$1,795.00
00020328	H4108	THUAN BUI	03/01/2022	\$4,270.00
00020329	H4075	TRJET THO-MINH BUI	03/01/2022	\$1,911.00
00020330	H3524	DAVID M BURLEY	03/01/2022	\$1,636.00
00020331	H3272	CAMBRIDGE HEIGHTS, LP	03/01/2022	\$10.00
00020332	H2159	HUONG B CAO	03/01/2022	\$514.00
00020333	H4457	MYTRANG CAO	03/01/2022	\$754.00
00020334	H2856	PHUOC GIA CAO	03/01/2022	\$2,188.00
00020335	H00139	CASA CIENTO ASSOCIATES LP C/O ARNEL MANAGEMENT CO	03/01/2022	\$1,494.00
00020336	H4524	CASA MADRID	03/01/2022	\$2,372.00
00020337	H4073	CASCADE TERRACE APARTMENTS	03/01/2022	\$4,618.00
00020338	H4689	DAVID G CASCINO	03/01/2022	\$2,644.00
00020339	H3904	KOU LEAN CHAN	03/01/2022	\$1,109.00
00020340	H4135	CHIEN CHAN,MIN OR TRAN	03/01/2022	\$2,244.00
00020341	H1229	EVELYN CHANG	03/01/2022	\$3,056.00
00020342	H9008	SHERRI CHANG	03/01/2022	\$1,843.00
00020343	H1368	CHARLESTON GARDENS, LLC	03/01/2022	\$1,401.00
00020344	H1239	CHATHAM VILLAGE APTS	03/01/2022	\$6,205.00
00020345	H3494	ALICE CHAU	03/01/2022	\$2,397.00
00020346	H4714	KENNY CHAU	03/01/2022	\$1,834.00
00020347	H3757	DENNIS KYINSAN CHEN	03/01/2022	\$5,383.00
00020348	H1362	SHIAO-YUNG CHEN	03/01/2022	\$6,461.00
00020349	H9010	T C CHEN	03/01/2022	\$22,502.00

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00020350	H1788	STEPHEN CHEUNG	03/01/2022	\$1,578.00
00020351	H3094	PAUL M CHEY	03/01/2022	\$2,572.00
00020352	H4707	NARITH CHHUM	03/01/2022	\$1,845.00
00020353	H0317	LI-YONG CHIANG	03/01/2022	\$1,372.00
00020354	H0159	DON J G CHONG	03/01/2022	\$5,557.00
00020355	H1946	JOHN CHUN	03/01/2022	\$1,220.00
00020356	H9011	KYU B CHUNG	03/01/2022	\$5,349.00
00020357	H4444	CITRUS GROVE, LP	03/01/2022	\$928.00
00020358	H00129	CLEARWATER INVESTMENTS	03/01/2022	\$6,821.00
00020359	H3246	KATHLEEN P CLIFTON	03/01/2022	\$1,363.00
00020360	H4785	CM 2080 NEW, LLC	03/01/2022	\$1,294.00
00020361	H0776	PONCH CO	03/01/2022	\$1,188.00
00020362	H3137	KATHY D COLACION	03/01/2022	\$2,371.00
00020363	H4337	COMMUNITY GARDENS PARTNERS, LP	03/01/2022	\$5,484.00
00020364	H3359	NORMA S CONCEPCION	03/01/2022	\$1,443.00
00020365	H2193	CONCORD MGMT, LLC	03/01/2022	\$894.00
00020366	H3752	CONNOR PINES, LLC	03/01/2022	\$14,555.00
00020367	H0642	CONTINENTAL GARDENS APTS	03/01/2022	\$11,419.00
00020368	H1134	CONTINENTAL GARDENS APTS	03/01/2022	\$4,715.00
00020369	H00080	COUNTRY SQUIRE TUSTIN LLC	03/01/2022	\$697.00
00020370	H0039	COURTYARD VILLAS	03/01/2022	\$8,615.00
00020371	H4556	CST CAPITAL, LLC	03/01/2022	\$1,480.00
00020372	H4686	CTC INVESTMENT GROUP, INC	03/01/2022	\$1,598.00
00020373	H0017	KHANH CUNG	03/01/2022	\$2,301.00
00020374	H3376	CURTIS FAMILY TRUST	03/01/2022	\$3,574.00
00020375	H4659	D1 SENIOR IRVINE HOUSING PARTNERS, LP	03/01/2022	\$1,507.00
00020376	H2985	NGHIA HO OR PHAN VE TU DAC	03/01/2022	\$5,818.00
00020377	H4646	HUONG NGOC DAI	03/01/2022	\$938.00
00020378	H00082	DAISY APARTMENT HOMES LLC	03/01/2022	\$2,724.00
00020379	H2100	BINH DINH DAM	03/01/2022	\$1,371.00
00020380	H3947	ANNIE DANG	03/01/2022	\$1,924.00
00020381	H3369	CHINH VAN DANG	03/01/2022	\$1,534.00
00020382	H4561	MIKE M DANG	03/01/2022	\$2,299.00
00020383	H3065	DAVID DANG	03/01/2022	\$1,813.00

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00020384	H4598	THANH-THUY THI DANG	03/01/2022	\$1,096.00
00020385	H1895	JOSEPH N DAO	03/01/2022	\$1,409.00
00020386	H00157	MAI DAO	03/01/2022	\$2,135.00
00020387	H00050	MICHELLE DAO	03/01/2022	\$1,775.00
00020388	H1245	NELSON NGUYEN DAO	03/01/2022	\$4,874.00
00020389	H1750	TRU DAO	03/01/2022	\$3,539.00
00020390	H2184	TU VAN DAO	03/01/2022	\$713.00
00020391	H9413	TU VAN DAO	03/01/2022	\$1,663.00
00020392	H3021	NGOC-THUY DAO	03/01/2022	\$1,574.00
00020393	H1802	LUONG-NGUYEN DAO-PHAM, LOC THI OR PHAM	03/01/2022	\$2,592.00
00020394	H4239	RICHARD DAVIS	03/01/2022	\$3,072.00
00020395	H4607	DE ANZA PLAZA APTS II	03/01/2022	\$1,490.00
00020396	H4071	DEERING II FAMILY, LP	03/01/2022	\$1,199.00
00020397	H3626	CLARA J DEWYER	03/01/2022	\$911.00
00020398	H4583	HOI TUAN DIEP	03/01/2022	\$1,313.00
00020399	H4595	HAI DINH	03/01/2022	\$1,350.00
00020400	H2147	HANH DINH	03/01/2022	\$2,144.00
00020401	H4223	KATHLEEN DINH	03/01/2022	\$1,708.00
00020402	H4614	KATHY DINH	03/01/2022	\$2,513.00
00020403	H1479	KIM DINH	03/01/2022	\$2,539.00
00020404	H4373	LAN THAI DINH	03/01/2022	\$4,696.00
00020405	H3629	LONG T DINH	03/01/2022	\$3,577.00
00020406	H4372	NHU Y DINH	03/01/2022	\$1,249.00
00020407	H4406	THU V DINH	03/01/2022	\$838.00
00020408	H4594	TUAN DINH	03/01/2022	\$2,370.00
00020409	H4619	Y NHA DINH	03/01/2022	\$4,862.00
00020410	H3284	DNK PROPERTY, LLC	03/01/2022	\$16,818.00
00020411	H4498	BRANDON BINH DO	03/01/2022	\$3,099.00
00020412	H4717	BYRON DO	03/01/2022	\$2,641.00
00020413	H4718	DAITRANG DO	03/01/2022	\$2,739.00
00020414	H4418	DOMINIC HAU DO	03/01/2022	\$1,314.00
00020415	H00131	KEVIN HUNG DO	03/01/2022	\$1,437.00
00020416	H1867	MINH C DO	03/01/2022	\$5,079.00
00020417	H4450	MY-PHUONG DO	03/01/2022	\$1,381.00

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00020418	H1674	NANCY DO	03/01/2022	\$1,303.00
00020419	H4802	NGA N DO	03/01/2022	\$2,308.00
00020420	H00186	NOAN THI DO	03/01/2022	\$1,964.00
00020421	H3593	THUY THI DO	03/01/2022	\$1,387.00
00020422	H3181	TIM DO	03/01/2022	\$1,135.00
00020423	H3671	TINA DO	03/01/2022	\$1,429.00
00020424	H9016	TINA DO	03/01/2022	\$4,112.00
00020425	H3732	XUYEN THI DO	03/01/2022	\$1,242.00
00020426	H00137	CRYSTAL DOAN	03/01/2022	\$1,399.00
00020427	H0580	HARRY DOAN	03/01/2022	\$593.00
00020428	H4639	HIEP THI DOAN	03/01/2022	\$2,678.00
00020429	H3609	HOAI T DOAN	03/01/2022	\$1,675.00
00020430	H4808	HUEY G DOAN	03/01/2022	\$3,956.00
00020431	H3999	HUY DOAN	03/01/2022	\$1,388.00
00020432	H4289	HUY DOAN	03/01/2022	\$1,399.00
00020433	H4420	KYLAM DOAN	03/01/2022	\$1,726.00
00020434	H3980	NHA & JOANNE TRANG VU DOAN	03/01/2022	\$1,670.00
00020435	H3855	PHUONGNGA THI DOAN	03/01/2022	\$2,192.00
00020436	H4615	THANH QUE DOAN	03/01/2022	\$1,643.00
00020437	H2424	JERRY DOIDGE	03/01/2022	\$1,396.00
00020438	H3382	DOLCE VITA INVESTMENTS, LLC	03/01/2022	\$6,190.00
00020439	H1744	MINH TRANG DONG	03/01/2022	\$1,032.00
00020440	H2945	DORADO SENIOR APARTMENTS, LP	03/01/2022	\$2,396.00
00020441	H4413	WILLIAM A DOWD III	03/01/2022	\$1,152.00
00020442	H3228	DSN INVESTMENT GROUP, LLC	03/01/2022	\$7,078.00
00020443	H3510	DTP INVESTMENTS, LLC	03/01/2022	\$2,747.00
00020444	H4464	CHRISTINE H DU	03/01/2022	\$1,243.00
00020445	H00061	DULILEON NINE LLC	03/01/2022	\$1,125.00
00020446	H1385	DAVID C DUNN	03/01/2022	\$2,492.00
00020447	H9021	DAVID F DUNNETT	03/01/2022	\$2,801.00
00020448	H3866	HONG MANH DUONG	03/01/2022	\$1,241.00
00020449	H1885	MINH B DUONG	03/01/2022	\$5,589.00
00020450	H3688	THAI VAN DUONG	03/01/2022	\$1,480.00
00020451	H00081	TIFFANY DUONG	03/01/2022	\$998.00

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00020452	H3087	CHI THI DUONG	03/01/2022	\$2,147.00
00020453	H2869	HUNG Q DUONG	03/01/2022	\$1,240.00
00020454	H2781	GLADYS DY0	03/01/2022	\$587.00
00020455	H00091	E-Z HOUSING GROUP LLC	03/01/2022	\$1,395.00
00020456	H2422	EASTWIND PROPERTIES, LLC	03/01/2022	\$2,895.00
00020457	H4770	EBL, LLC	03/01/2022	\$4,857.00
00020458	H2036	DANIEL T EDLUND	03/01/2022	\$1,788.00
00020459	H00220	KIM Y EHLE	03/01/2022	\$1,112.00
00020460	H00233	EL NILE INVESTMENTS LLC	03/01/2022	\$1,111.00
00020461	H4250	EL PUEBLO APTS	03/01/2022	\$2,730.00
00020462	H4294	EL RAY PARTNERS, LLC	03/01/2022	\$8,217.00
00020463	H4438	ELIAS CAPITAL GROUP, LLC	03/01/2022	\$2,835.00
00020464	H00250	EMERALD RIDGE APARTMENTS	03/01/2022	\$1,656.00
00020465	H4234	TERRY C ENGEL	03/01/2022	\$1,575.00
00020466	H3299	EVERGREEN ESTATE EXPANSION, LLC	03/01/2022	\$7,791.00
00020467	H00030	FAIRECREST REAL ESTATE, LLC	03/01/2022	\$2,456.00
00020468	H1553	FAIRVIEW MGMT COMPANY	03/01/2022	\$2,603.00
00020469	H5769	BOONE FAN	03/01/2022	\$3,288.00
00020470	H3034	FBC APARTMENTS	03/01/2022	\$883.00
00020471	H00237	FC ORANGE ASSOCIATES LP	03/01/2022	\$546.00
00020472	H4757	FG GOLDENWEST SENIOR APTS, LP	03/01/2022	\$19,374.00
00020473	H1702	FLOYD H FIELDS	03/01/2022	\$1,268.00
00020474	H1689	WENDY FINCH	03/01/2022	\$1,006.00
00020475	H00049	FIVE POINTS HOUSING LP	03/01/2022	\$3,702.00
00020476	H3329	FOREVERGREEN EXPANSION, LLC	03/01/2022	\$1,449.00
00020477	H00200	FOUNTAIN VALLEY HOUSING PARTNERS LP	03/01/2022	\$1,502.00
00020478	H00051	FOUR SEASON 339 LLC	03/01/2022	\$1,203.00
00020479	H7410	FRANCISCAN GARDENS APTS	03/01/2022	\$28,545.00
00020480	H2569	WILLIAM FRECHTMAN	03/01/2022	\$1,537.00
00020481	H4610	FREEDOMPATH PROPERTIES, LLC	03/01/2022	\$2,460.00
00020482	H3691	FU CRAIG FA, LLC	03/01/2022	\$4,819.00
00020483	H2215	KARL GANZ	03/01/2022	\$1,078.00
00020484	H3384	ALBINO GARCIA	03/01/2022	\$3,477.00
00020485	H4412	NORMA OR WILLIAM GARCIA	03/01/2022	\$1,303.00

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00020486	V00694	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	03/01/2022	\$6,706.00
00020487	H4275	GARDEN GROVE HOUSING ASSOCIATE	03/01/2022	\$3,140.00
00020488	H00095	CHRIS ANN GARZA	03/01/2022	\$511.00
00020489	H2029	GEORGIAN APTS	03/01/2022	\$1,227.00
00020490	H4137	AARON GERMAIN	03/01/2022	\$1,301.00
00020491	H00112	GG8662 LLC C/O DEKKO PROPERTIES LLC	03/01/2022	\$2,516.00
00020492	H3857	GIA VU, INC	03/01/2022	\$953.00
00020493	H4037	BRIGITTE GIACALONE	03/01/2022	\$979.00
00020494	H4742	GIERS WELLS PARTNERSHIP	03/01/2022	\$2,079.00
00020495	H3894	GIGI APARTMENTS	03/01/2022	\$2,091.00
00020496	H4046	GLENHAVEN MOBILODGE	03/01/2022	\$717.00
00020497	H00123	GLS GROUP LLC	03/01/2022	\$1,535.00
00020498	H4346	HENRY S GOMEZ	03/01/2022	\$1,392.00
00020499	H2737	WILLIAM GREEN	03/01/2022	\$1,259.00
00020500	H3833	GREENFIELDSDIE, LLC	03/01/2022	\$3,092.00
00020501	H3639	GROVE PARK LP	03/01/2022	\$83,737.00
00020502	H9028	JIM GULMESOFF	03/01/2022	\$6,901.00
00020503	H3949	GINA GUYUMJYAN	03/01/2022	\$3,470.00
00020504	H4172	HA OF DEKALB COUNTY	03/01/2022	\$671.73
00020505	H4692	CASIE HA	03/01/2022	\$2,750.00
00020506	H4092	DAC T HA	03/01/2022	\$1,499.00
00020507	H1824	KHIEM Q HA	03/01/2022	\$2,459.00
00020508	H1629	MANH MINH HA	03/01/2022	\$1,182.00
00020509	H4562	TRAN D HA	03/01/2022	\$2,649.00
00020510	H3735	TRJET M HA	03/01/2022	\$1,400.00
00020511	H00096	HSIAO HUNG HAH	03/01/2022	\$1,224.00
00020512	H0550	HALL & ASSOCIATES, INC	03/01/2022	\$3,995.00
00020513	H1969	LINDA HAN	03/01/2022	\$1,819.00
00020514	H5208	CLIFTON & BRENDA HANSON	03/01/2022	\$2,795.00
00020515	H3838	STEVEN HAU	03/01/2022	\$1,778.00
00020516	H2955	HERITAGE PARK	03/01/2022	\$2,553.00
00020517	H0515	HERITAGE VILLAGE ANAHEIM	03/01/2022	\$1,384.00
00020518	H4708	HIGHLAND FINANCE INVESTMENTS CORP	03/01/2022	\$1,432.00
00020519	H0250	SHERRY OR RICHARD HILLIARD	03/01/2022	\$1,917.00

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00020520	H00173	HKT INVESTMENT	03/01/2022	\$3,369.00
00020521	H3921	HMZ RESIDENTIAL PARK, LP	03/01/2022	\$1,967.00
00020522	H3255	HENRY HOI HO	03/01/2022	\$1,854.00
00020523	H1010	HO, HIEP or DAO, NGOC THUY	03/01/2022	\$8,890.00
00020524	H3653	LIEN KIM HO	03/01/2022	\$1,282.00
00020525	H3781	PAULINE HO	03/01/2022	\$2,628.00
00020526	H4827	PETER HO	03/01/2022	\$1,407.00
00020527	H00183	THUY HO	03/01/2022	\$1,368.00
00020528	H00071	HOLLY HOANG	03/01/2022	\$1,362.00
00020529	H3984	LONG HOANG	03/01/2022	\$1,473.00
00020530	H4783	THINH HOANG	03/01/2022	\$1,533.00
00020531	H4224	TRACY HOANG	03/01/2022	\$1,121.00
00020532	H2354	TRIEU HOANG	03/01/2022	\$1,447.00
00020533	H4542	TUAN HOANG	03/01/2022	\$2,115.00
00020534	H2662	LANG HOANG	03/01/2022	\$1,487.00
00020535	H2974	NHAN TIEN HOANG	03/01/2022	\$1,968.00
00020536	H3883	ROSEMARY LC HOLTZMAN	03/01/2022	\$906.00
00020537	H1120	SALLY HOPPE	03/01/2022	\$1,274.00
00020538	H2532	LUC HUA	03/01/2022	\$1,503.00
00020539	H3595	HUNTINGTON WESTMINSTER APT, LLC	03/01/2022	\$1,500.00
00020540	H1659	DON HUSS	03/01/2022	\$2,774.00
00020541	H00133	BAO TRINH HUYNH	03/01/2022	\$461.00
00020542	H0658	CHEN THI HUYNH	03/01/2022	\$2,649.00
00020543	H3641	FELIX HUYNH	03/01/2022	\$900.00
00020544	H4763	JOANNE HUYNH	03/01/2022	\$1,213.00
00020545	H3509	KELVIN HUYNH	03/01/2022	\$1,238.00
00020546	H4405	LOAN HUYNH	03/01/2022	\$790.00
00020547	H4237	MINH HUY HUYNH	03/01/2022	\$2,074.00
00020548	H4271	PHILIP HUYNH	03/01/2022	\$586.00
00020549	H1574	SALLY B HUYNH	03/01/2022	\$1,442.00
00020550	H4246	KIM DONG T HUYNH, SCOTT THANH OR LE	03/01/2022	\$1,099.00
00020551	H4747	THAI C HUYNH	03/01/2022	\$2,487.00
00020552	H3117	LONG BAO HUYNH	03/01/2022	\$1,376.00
00020553	H1262	CM HWANG	03/01/2022	\$1,407.00

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00020554	H3848	IMPERIAL NORTH HOLDINGS, LLC	03/01/2022	\$3,180.00
00020555	H3644	IMPERIAL NORTHWEST HOLDINGS	03/01/2022	\$4,756.00
00020556	H2984	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	03/01/2022	\$4,106.00
00020557	H4350	J & E ESTATES, LLC	03/01/2022	\$1,946.00
00020558	H3402	JERRY JANESKI	03/01/2022	\$1,311.00
00020559	H4427	JD PROPERTY MANAGEMENT, INC	03/01/2022	\$4,813.00
00020560	H4716	NARIYA JEAN	03/01/2022	\$2,001.00
00020561	H4440	JEANNE JURADO TRUSTEE	03/01/2022	\$1,332.00
00020562	H00031	JEFFERSON HB, LLC	03/01/2022	\$1,281.00
00020563	H3040	JENSEN SOMMERVILLE CONZELMAN	03/01/2022	\$1,799.00
00020564	H3165	JG & B CORPORATION	03/01/2022	\$7,732.00
00020565	H3266	JGK GARDEN GROVE, LP	03/01/2022	\$32,898.00
00020566	H2936	JGKALLINS INVESTMENTS, LP	03/01/2022	\$1,327.00
00020567	H2530	NATHAN D JOHNSON	03/01/2022	\$1,943.00
00020568	H4363	JTK & ASSOCIATES	03/01/2022	\$1,441.00
00020569	H4557	JTM BAYOU, LLC	03/01/2022	\$1,763.00
00020570	H9029	LIN J JU	03/01/2022	\$2,701.00
00020571	H2595	FRED JU	03/01/2022	\$1,230.00
00020572	H4042	JUNG SUN NOH	03/01/2022	\$7,520.00
00020573	H4077	JUNG SUN NOH	03/01/2022	\$782.00
00020574	H4078	JUNG SUN NOH	03/01/2022	\$1,442.00
00020575	H4467	KAID MALINDA INVESTMENT INC	03/01/2022	\$2,342.00
00020576	H00258	KAID TAFT INVESTMENT INC	03/01/2022	\$4,100.00
00020577	H4482	JAIDEEP KAMAT	03/01/2022	\$1,643.00
00020578	H4758	JUN-WEI KAO	03/01/2022	\$1,662.00
00020579	H3320	KASHI TRUST	03/01/2022	\$10,216.00
00020580	H4767	KATELLA FAMILY HOUSING PARTNER	03/01/2022	\$1,571.00
00020581	H3771	KATELLA MOBILE HOME ESTATES	03/01/2022	\$918.00
00020582	H3721	KCM INVESTMENTS, LLC	03/01/2022	\$2,433.00
00020583	H4696	KD RENT	03/01/2022	\$1,893.00
00020584	H1018	LU-YONG KEH	03/01/2022	\$5,319.00
00020585	H4374	KEITH AND HOLLY CORPORATION	03/01/2022	\$826.00
00020586	H9030	ROBERT KELLEY	03/01/2022	\$4,217.00
00020587	H3113	KENSINGTON GARDENS	03/01/2022	\$923.00

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00020588	H1535	DAN VAN KHA	03/01/2022	\$1,371.00
00020589	H1888	LINDA KHA	03/01/2022	\$1,930.00
00020590	H2423	CAM MY KHA	03/01/2022	\$1,824.00
00020591	H2624	SETH S KHEANG	03/01/2022	\$2,789.00
00020592	H3727	HENRY THAI KHUU	03/01/2022	\$1,415.00
00020593	H0890	DAVID S KIM	03/01/2022	\$1,003.00
00020594	H4527	MELVIN LEE KIM	03/01/2022	\$1,105.00
00020595	H9033	SON H KIM	03/01/2022	\$5,106.00
00020596	H9031	HARRY H KIM	03/01/2022	\$1,442.00
00020597	H9001	KING COUNTY HOUSING AUTHORITY	03/01/2022	\$3,994.86
00020598	H1797	KING INVESTMENT GROUP, INC	03/01/2022	\$3,839.00
00020599	H3591	BERNARD KING	03/01/2022	\$241.00
00020600	H3567	KENT M KITSELMAN	03/01/2022	\$1,493.00
00020601	H2960	MARILYN KLUNK	03/01/2022	\$2,595.00
00020602	H2460	KNK PROPERTIES	03/01/2022	\$9,583.00
00020603	H4510	KPKK, LLC	03/01/2022	\$1,229.00
00020604	H0082	EDWARD KUO	03/01/2022	\$260.00
00020605	H1193	EDWARD KUO	03/01/2022	\$1,345.00
00020606	H4804	SATOKO KURATA	03/01/2022	\$1,110.00
00020607	H4609	JOAQUIN KURZ	03/01/2022	\$3,298.00
00020608	H4737	TUYET B LA	03/01/2022	\$1,959.00
00020609	H4712	LADERA WNG II, LLC	03/01/2022	\$2,664.00
00020610	H3611	LAGUNA HILLS TRAVELODGE, LLC	03/01/2022	\$34,408.00
00020611	H3793	LAGUNA STREET APARTMENTS, LLC	03/01/2022	\$2,295.00
00020612	H2636	LAKESIDE ASSOCIATION	03/01/2022	\$3,780.00
00020613	H4253	JULIE LALLY	03/01/2022	\$1,641.00
00020614	H3552	ANDRE LAM	03/01/2022	\$927.00
00020615	H00028	ANH LAN LAM	03/01/2022	\$1,954.00
00020616	H3711	CAM THI T LAM	03/01/2022	\$1,143.00
00020617	H1224	CHAU LAM	03/01/2022	\$6,799.00
00020618	H00045	CHRISTINE M LAM	03/01/2022	\$2,681.00
00020619	H00213	DAVID LAM	03/01/2022	\$1,935.00
00020620	H2396	HAI LAM	03/01/2022	\$5,795.00
00020621	H4631	HUNG LAM	03/01/2022	\$2,243.00

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00020622	H4563	QUOC D LAM	03/01/2022	\$1,936.00
00020623	H00088	QUYHN GIAO LAM	03/01/2022	\$572.00
00020624	H00042	STEVEN LAM	03/01/2022	\$1,327.00
00020625	H2168	THONG KIM LAM	03/01/2022	\$2,778.00
00020626	H2873	MAI LAM	03/01/2022	\$1,158.00
00020627	H4752	THUY T LAM	03/01/2022	\$1,007.00
00020628	H4454	LAMPLIGHTER VILLAGE APTS	03/01/2022	\$12,932.00
00020629	H4745	LAMPSON EP, LLC	03/01/2022	\$1,219.00
00020630	H4504	LAMY OANH, LLC	03/01/2022	\$5,867.00
00020631	H4663	LAS PALMAS APTS	03/01/2022	\$1,842.00
00020632	H4402	STEPHEN LAU	03/01/2022	\$1,226.00
00020633	H00151	CATHERINE LAZARAN	03/01/2022	\$1,516.00
00020634	H3945	JOHN LAZENBY	03/01/2022	\$2,451.00
00020635	H4471	LE MORNINGSIDE, LLC	03/01/2022	\$3,813.00
00020636	H4754	ANH LE	03/01/2022	\$3,400.00
00020637	H00153	BENJAMIN BAO LE	03/01/2022	\$1,660.00
00020638	H4421	BILL BQ LE	03/01/2022	\$1,324.00
00020639	H00104	CELINE LE	03/01/2022	\$1,873.00
00020640	H4634	DANIEL LE	03/01/2022	\$1,383.00
00020641	H4133	HIEP THI LE	03/01/2022	\$2,568.00
00020642	H00179	HUONG THI LE	03/01/2022	\$1,480.00
00020643	H1258	JIMMY T LE	03/01/2022	\$2,013.00
00020644	H4555	JOHN LE	03/01/2022	\$2,208.00
00020645	H4142	JOHN TOAN LE	03/01/2022	\$3,309.00
00020646	H4462	LAN V LE	03/01/2022	\$512.00
00020647	H4319	LANH C LE	03/01/2022	\$1,575.00
00020648	H3542	LANH VAN LE	03/01/2022	\$2,300.00
00020649	H3796	LY PHUONG LE	03/01/2022	\$1,817.00
00020650	H00148	MAN MINH LE	03/01/2022	\$1,646.00
00020651	H3623	MICHAEL LE	03/01/2022	\$1,961.00
00020652	H0918	NANCY NGAT THI LE	03/01/2022	\$4,562.00
00020653	H3416	NGA LE	03/01/2022	\$1,886.00
00020654	H4428	RICHARD TUANANH LE	03/01/2022	\$1,389.00
00020655	H0948	STEPHANIE THU LE	03/01/2022	\$4,143.00

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00020656	H00209	TAI LE	03/01/2022	\$2,615.00
00020657	H00099	TAN LE	03/01/2022	\$1,381.00
00020658	H00214	THAM T LE	03/01/2022	\$1,416.00
00020659	H3661	THANH TIEN LE	03/01/2022	\$1,847.00
00020660	H00069	THOMAS T LE	03/01/2022	\$1,352.00
00020661	H00134	TIFFANY D LE	03/01/2022	\$1,448.00
00020662	H0717	TINA M LE	03/01/2022	\$1,243.00
00020663	H00202	TRINA TRINH LE	03/01/2022	\$1,626.00
00020664	H00135	TUYEN NIKKI LE	03/01/2022	\$1,464.00
00020665	H4695	VANESSA LE	03/01/2022	\$1,288.00
00020666	H0167	BAO GIA LE	03/01/2022	\$4,653.00
00020667	H2548	XAN NGOC LE	03/01/2022	\$866.00
00020668	H3447	MONIQUE LEDUC	03/01/2022	\$1,348.00
00020669	H3946	DAVID OR TRINH LEE	03/01/2022	\$714.00
00020670	H4547	LEMON GROVE, LP	03/01/2022	\$1,666.00
00020671	H1602	ROGER LEUNG	03/01/2022	\$1,613.00
00020672	H4002	SOL M LI	03/01/2022	\$1,905.00
00020673	H1533	DAVID LIN	03/01/2022	\$2,696.00
00020674	H1616	EEL-YU LIN	03/01/2022	\$950.00
00020675	H4344	LINCOLN VILLAS APT HOMES, LLC	03/01/2022	\$6,521.00
00020676	H4592	LINCOLN WOODS APARTMENTS	03/01/2022	\$2,620.00
00020677	H1960	KATHERINE LITTON	03/01/2022	\$1,426.00
00020678	H00242	CHEN-CHUNG LIU	03/01/2022	\$1,878.00
00020679	H2080	LLE, LLC	03/01/2022	\$781.00
00020680	H00090	LOGAN MT LLC	03/01/2022	\$1,439.00
00020681	H3888	TROY LONG, TU-ANH & DUONG	03/01/2022	\$983.00
00020682	H3311	CINDY W LOUIE	03/01/2022	\$2,316.00
00020683	H00143	KATHERINE LU	03/01/2022	\$1,521.00
00020684	H2120	QUYNH THUY LU	03/01/2022	\$3,041.00
00020685	H00177	CHRISTOPHER LAC LUONG	03/01/2022	\$1,039.00
00020686	H1424	KHANH LUONG	03/01/2022	\$1,436.00
00020687	H4603	LONG DUC LUONG	03/01/2022	\$1,060.00
00020688	H4157	TRA THI-PHUONG LUONG	03/01/2022	\$3,548.00
00020689	H4572	ALLEN LUU	03/01/2022	\$1,476.00

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00020690	H4491	TUAN V LUU	03/01/2022	\$1,317.00
00020691	H3696	XUYEN LUU	03/01/2022	\$2,419.00
00020692	H4669	ANDY LY	03/01/2022	\$1,610.00
00020693	H3717	DUC T LY	03/01/2022	\$538.00
00020694	H1613	MING LY	03/01/2022	\$1,910.00
00020695	H00166	MINH N LY	03/01/2022	\$1,600.00
00020696	H3754	TAN Q LY	03/01/2022	\$903.00
00020697	H3390	TRANH LY	03/01/2022	\$4,486.00
00020698	H4154	TUYEN X LY	03/01/2022	\$2,776.00
00020699	H00219	M FORTUNE LLC	03/01/2022	\$1,568.00
00020700	H00136	MAGNET SENIOR HOUSING PARTNERS LP C/O MONTAIRA	03/01/2022	\$1,708.00
00020701	H3201	ANN N MAI	03/01/2022	\$2,871.00
00020702	H00192	ANNIE MAI	03/01/2022	\$2,426.00
00020703	H3996	FRANK MAI	03/01/2022	\$2,021.00
00020704	H4308	JENNIE THUY MAI	03/01/2022	\$2,455.00
00020705	H1499	LINDA MAI	03/01/2022	\$1,378.00
00020706	H00191	TUNG THANH MAI	03/01/2022	\$1,217.00
00020707	H2451	CHUCK MAI	03/01/2022	\$2,361.00
00020708	H4298	JAIMIE MAI-NGO	03/01/2022	\$1,281.00
00020709	H4539	KONSTANTINOS P MANDAS	03/01/2022	\$3,255.00
00020710	H4796	HARALAMBOS & GEORGIA MANTAS	03/01/2022	\$1,324.00
00020711	H4818	LLOYD MANTONG	03/01/2022	\$284.00
00020712	H6865	MARIPOSA PROPERTIES	03/01/2022	\$1,249.00
00020713	H4816	MATTAR REAL ESTATE INVESTMENT	03/01/2022	\$687.00
00020714	H7370	LEOPOLD MAYER	03/01/2022	\$2,573.00
00020715	H2135	JOHN MC GOFF	03/01/2022	\$929.00
00020716	H2842	GRACE OR GERALD MCGRATH	03/01/2022	\$718.00
00020717	H8490	GRACE OR GERALD MCGRATH	03/01/2022	\$1,456.00
00020718	H4793	MEAGHER FAMILY BYPASS TRUST	03/01/2022	\$769.00
00020719	H4794	ELAINE MEAGHER	03/01/2022	\$1,097.00
00020720	H1653	MANH MEAK	03/01/2022	\$1,338.00
00020721	H4435	JAGDISH P MEHTA	03/01/2022	\$1,253.00
00020722	H2110	MIDWAY INTEREST, LP	03/01/2022	\$8,533.00

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00020723	H2638	MIKE & KATHY LEE, LP	03/01/2022	\$3,215.00
00020724	H4814	MITTAL LEGACY, LP	03/01/2022	\$3,051.00
00020725	H00205	JOHN MKHAIL	03/01/2022	\$1,560.00
00020726	H3256	MONARCH POINTE	03/01/2022	\$1,583.00
00020727	H3534	ANTHONY MONTEBELLO	03/01/2022	\$1,207.00
00020728	H2976	MONTECITO VISTA APT HOMES	03/01/2022	\$1,647.00
00020729	H4658	BACH MORALES	03/01/2022	\$2,389.00
00020730	H4715	MORNINGSIDE APTS, LLC	03/01/2022	\$9,588.00
00020731	H00154	MT VERNON APARTMENTS	03/01/2022	\$1,349.00
00020732	H00077	RANDALL MYCORN	03/01/2022	\$1,060.00
00020733	H00145	STEVEN B NACHAM	03/01/2022	\$1,186.00
00020734	H2622	PATRICK NAMSINH	03/01/2022	\$2,074.00
00020735	H3834	NEW HORIZONVIEW, LLC	03/01/2022	\$1,403.00
00020736	H3865	NEW KENYON APARTMENTS, LLC	03/01/2022	\$1,559.00
00020737	H4029	NEWPORT ESTATE EXPANSION, LLC	03/01/2022	\$1,668.00
00020738	H2745	DALE XUAN NGHIEM	03/01/2022	\$1,204.00
00020739	H3956	DANIEL NGHIEM	03/01/2022	\$24,424.00
00020740	H4751	DUNG T NGO	03/01/2022	\$1,853.00
00020741	H3630	HONG DIEP LE NGO	03/01/2022	\$953.00
00020742	H4184	KIM NGO	03/01/2022	\$899.00
00020743	H0314	LOC T NGO	03/01/2022	\$444.00
00020744	H00196	MIMI T NGO	03/01/2022	\$1,209.00
00020745	H4550	TAMMY NGO	03/01/2022	\$1,242.00
00020746	H4691	AN MANH NGUYEN	03/01/2022	\$643.00
00020747	H4719	ANA-KARINA A NGUYEN	03/01/2022	\$1,403.00
00020748	H4645	ANDREA NGUYEN	03/01/2022	\$1,175.00
00020749	H3734	ANDREW Q NGUYEN	03/01/2022	\$2,244.00
00020750	H4401	ANH NGUYEN	03/01/2022	\$1,076.00
00020751	H1938	ANH-DAO NGUYEN	03/01/2022	\$1,266.00
00020752	H3749	ANTHONY NGUYEN	03/01/2022	\$1,286.00
00020753	H00176	BICH LIEN T NGUYEN	03/01/2022	\$1,546.00
00020754	H1457	BINH NGOC NGUYEN	03/01/2022	\$6,953.00
00020755	H1430	BINH QUOC NGUYEN	03/01/2022	\$3,063.00
00020756	H3958	BRIAN BAO-KHA NGUYEN	03/01/2022	\$3,953.00

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00020757	H4297	CALVIN H NGUYEN	03/01/2022	\$1,916.00
00020758	H00111	CHARLES NGUYEN	03/01/2022	\$1,852.00
00020759	H3248	CHARLIE NGUYEN	03/01/2022	\$1,614.00
00020760	H4511	CHRISTINE NGUYEN	03/01/2022	\$1,499.00
00020761	H2274	CHRISTOPHER NGUYEN	03/01/2022	\$1,658.00
00020762	H3777	CHUONG NGUYEN	03/01/2022	\$1,967.00
00020763	H9043	CUONG NGUYEN	03/01/2022	\$2,403.00
00020764	H4641	DAN NGUYEN	03/01/2022	\$1,242.00
00020765	H4569	DAT NGUYEN	03/01/2022	\$1,845.00
00020766	H4015	LOAN T NGUYEN, DAVID / HA	03/01/2022	\$1,530.00
00020767	H4565	RICHARD NGUYEN, DEBBY & TRAN	03/01/2022	\$1,575.00
00020768	H1881	DIEM-THUY NGUYEN	03/01/2022	\$1,841.00
00020769	H00085	DOMINIC NGUYEN	03/01/2022	\$1,817.00
00020770	H4558	DONG NGUYEN	03/01/2022	\$1,437.00
00020771	H4679	DUNG KIM NGUYEN	03/01/2022	\$1,827.00
00020772	H3872	DUONG NGUYEN	03/01/2022	\$1,807.00
00020773	H1143	DZUNG DAN NGUYEN	03/01/2022	\$3,725.00
00020774	H2551	ERIC NGUYEN	03/01/2022	\$1,696.00
00020775	H4621	HANG NGUYEN	03/01/2022	\$2,040.00
00020776	H3953	HANH V NGUYEN	03/01/2022	\$1,607.00
00020777	H3370	HAO & HUONG T NGUYEN	03/01/2022	\$869.00
00020778	H00234	HENRY HAO VAN NGUYEN	03/01/2022	\$2,572.00
00020779	H1446	JOSEPH NGUYEN, HOA THI OR NGUYEN	03/01/2022	\$8,426.00
00020780	H4514	HOAN VAN NGUYEN	03/01/2022	\$1,036.00
00020781	H4460	HUAN NGOC NGUYEN	03/01/2022	\$1,750.00
00020782	H00140	HUE KHANH NGUYEN	03/01/2022	\$870.00
00020783	H4479	HUE THI NGUYEN	03/01/2022	\$1,339.00
00020784	H3276	HUNG NGUYEN	03/01/2022	\$1,225.00
00020785	H3870	TIEN D NGUYEN, HUONG THY OR PHAM	03/01/2022	\$2,362.00
00020786	H00039	JANET NGUYEN	03/01/2022	\$2,872.00
00020787	H3242	JEANNIE NGUYEN	03/01/2022	\$2,959.00
00020788	H00245	JOHN NGUYEN	03/01/2022	\$1,506.00
00020789	H3241	JULIE NGUYEN	03/01/2022	\$1,357.00
00020790	H4697	KEVIN NGUYEN	03/01/2022	\$2,376.00

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00020791	H4285	KHAI HUE NGUYEN	03/01/2022	\$2,691.00
00020792	H3497	KHANH DANG NGUYEN	03/01/2022	\$1,212.00
00020793	H4419	KHOI NGUYEN	03/01/2022	\$1,700.00
00020794	H3149	KIEN NGUYEN	03/01/2022	\$5,301.00
00020795	H4652	KIEN THI NGUYEN	03/01/2022	\$1,630.00
00020796	H3919	KIMCHI THI NGUYEN	03/01/2022	\$683.00
00020797	H4713	LAN HUONG NGUYEN	03/01/2022	\$1,869.00
00020798	H4195	LANIE NGUYEN	03/01/2022	\$2,727.00
00020799	H4700	LE B NGUYEN	03/01/2022	\$2,001.00
00020800	H00255	LIEN B NGUYEN	03/01/2022	\$3,020.00
00020801	H1687	LINDA NGUYEN	03/01/2022	\$3,705.00
00020802	H4079	LINDA LIEN NGUYEN	03/01/2022	\$1,313.00
00020803	H2331	LONG HUYEN DAC NGUYEN	03/01/2022	\$5,949.00
00020804	H4478	LUONG NGUYEN	03/01/2022	\$1,651.00
00020805	H00165	LUU PHUONG NGUYEN	03/01/2022	\$2,114.00
00020806	H1380	LYNDA NGUYEN	03/01/2022	\$1,387.00
00020807	H2391	MAN M NGUYEN	03/01/2022	\$1,342.00
00020808	H3526	MICHAEL THANG NGUYEN	03/01/2022	\$2,510.00
00020809	H4738	MINH NGUYEN	03/01/2022	\$1,480.00
00020810	H00040	MY DUNG THI NGUYEN	03/01/2022	\$2,122.00
00020811	H0907	MYLY NGUYEN	03/01/2022	\$1,612.00
00020812	H3170	MYRA D NGUYEN	03/01/2022	\$1,130.00
00020813	H1717	NANCY NGUYEN	03/01/2022	\$9,624.00
00020814	H3713	NANCY NGUYEN	03/01/2022	\$1,359.00
00020815	H00122	NATHAN V NGUYEN	03/01/2022	\$1,338.00
00020816	H1899	NGHI NGUYEN	03/01/2022	\$1,983.00
00020817	H4744	NGOC NGUYEN	03/01/2022	\$1,808.00
00020818	H4469	OSCAR THUAN NGUYEN	03/01/2022	\$2,378.00
00020819	H4423	PETER NGUYEN	03/01/2022	\$4,261.00
00020820	H00068	PHUC T NGUYEN	03/01/2022	\$1,845.00
00020821	H2197	PHUONG MY THI NGUYEN	03/01/2022	\$11,862.00
00020822	H4439	QUAN NGUYEN	03/01/2022	\$1,259.00
00020823	H3853	QUANG M NGUYEN	03/01/2022	\$160.00
00020824	H4680	SHAWN B NGUYEN	03/01/2022	\$2,080.00

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00020825	H4559	SKY NGUYEN	03/01/2022	\$3,038.00
00020826	H3185	SON DINH NGUYEN	03/01/2022	\$1,189.00
00020827	H4118	STEVE NGUYEN	03/01/2022	\$1,633.00
00020828	H3425	STEVEN NGUYEN	03/01/2022	\$1,171.00
00020829	H4670	STEVEN NGUYEN	03/01/2022	\$1,870.00
00020830	H4340	STEVENS NGUYEN	03/01/2022	\$2,030.00
00020831	H3317	TAM N NGUYEN	03/01/2022	\$1,447.00
00020832	H3373	THAI DUC NGUYEN	03/01/2022	\$2,639.00
00020833	H4586	THANG XUAN NGUYEN	03/01/2022	\$1,628.00
00020834	H00059	THANH-HAI NGUYEN	03/01/2022	\$1,544.00
00020835	H3978	THANH-LE NGUYEN	03/01/2022	\$1,813.00
00020836	H3313	THANH-NHAN NGUYEN	03/01/2022	\$350.00
00020837	H00239	THIEU KIM NGUYEN	03/01/2022	\$1,751.00
00020838	H3755	THINH QUOC NGUYEN	03/01/2022	\$1,519.00
00020839	H4749	THOMAS NGUYEN	03/01/2022	\$2,384.00
00020840	H4734	THU-DUNG TRAN NGUYEN	03/01/2022	\$1,759.00
00020841	H1302	THUY NGUYEN	03/01/2022	\$893.00
00020842	H4772	THUY NGUYEN	03/01/2022	\$2,522.00
00020843	H3331	THUYHUONG THI NGUYEN	03/01/2022	\$1,209.00
00020844	H9045	TIEP NGUYEN	03/01/2022	\$2,319.00
00020845	H00046	TIM NGUYEN	03/01/2022	\$1,500.00
00020846	H2473	TIMMY NGUYEN	03/01/2022	\$2,990.00
00020847	H00126	TOM NGUYEN	03/01/2022	\$1,501.00
00020848	H4349	TRACY TRUC NGUYEN	03/01/2022	\$1,112.00
00020849	H4805	TRAM ANH NGUYEN	03/01/2022	\$1,543.00
00020850	H4636	TRANG NGUYEN	03/01/2022	\$1,767.00
00020851	H3469	TUAN HOANG NGUYEN	03/01/2022	\$1,780.00
00020852	H4243	TUAN NGOC NGUYEN	03/01/2022	\$2,401.00
00020853	H3737	TUNG QUOC NGUYEN	03/01/2022	\$2,448.00
00020854	H4643	TUYET MAI NGUYEN	03/01/2022	\$1,141.00
00020855	H1937	TUYET TRINH NGUYEN	03/01/2022	\$1,612.00
00020856	H4166	TUYET TRINH NGUYEN	03/01/2022	\$1,329.00
00020857	H4766	UYEN NGUYEN	03/01/2022	\$1,850.00
00020858	H3655	VAN HUY NGUYEN	03/01/2022	\$1,867.00

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00020859	H4570	VIVIAN NGUYEN	03/01/2022	\$747.00
00020860	H4755	NGUYEN, VY & THI	03/01/2022	\$1,812.00
00020861	H2501	CANG NGUYEN	03/01/2022	\$1,197.00
00020862	H2550	CUONG CHI NGUYEN	03/01/2022	\$5,877.00
00020863	H2337	DUNG VAN NGUYEN	03/01/2022	\$1,292.00
00020864	H3012	HAN NGUYEN	03/01/2022	\$1,044.00
00020865	H1766	HUNG C NGUYEN	03/01/2022	\$1,725.00
00020866	H3061	HUY NGUYEN	03/01/2022	\$2,386.00
00020867	H3096	HUYEN TT NGUYEN	03/01/2022	\$5,031.00
00020868	H2956	JAMES NGUYEN	03/01/2022	\$1,291.00
00020869	H1552	LAN PHUONG THI NGUYEN	03/01/2022	\$2,009.00
00020870	H2409	LAN-NGOC NGUYEN	03/01/2022	\$1,424.00
00020871	H3086	LANI LAN T NGUYEN	03/01/2022	\$1,143.00
00020872	H2812	MINH NGOC NGUYEN	03/01/2022	\$1,544.00
00020873	H2511	PERRY NGUYEN	03/01/2022	\$1,191.00
00020874	H2637	THANH NGUYEN	03/01/2022	\$3,960.00
00020875	H2610	THANH-TUYEN NGUYEN	03/01/2022	\$1,241.00
00020876	H2479	THINH THI NGUYEN	03/01/2022	\$7,374.00
00020877	H2561	TIFFANY NGUYEN	03/01/2022	\$3,090.00
00020878	H3070	WIN NGUYEN	03/01/2022	\$1,775.00
00020879	H2912	XUAN YEN NGUYEN	03/01/2022	\$1,230.00
00020880	H3802	DIANA NGUYEN-THIEN-NH	03/01/2022	\$2,725.00
00020881	H00218	NH SEABREEZE LLC	03/01/2022	\$2,848.00
00020882	H00168	NNT PROPERTIES 4 LLC	03/01/2022	\$1,822.00
00020883	H00029	NOGAL FELIZ APARTMENTS	03/01/2022	\$1,698.00
00020884	H3952	NORMANDY APARTMENTS, LLC	03/01/2022	\$1,067.00
00020885	H00197	NUTWOOD EAST APARTMENTS LLC	03/01/2022	\$1,361.00
00020886	H4597	JOHN OMDAHL	03/01/2022	\$1,850.00
00020887	H00158	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	03/01/2022	\$1,713.00
00020888	H00159	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	03/01/2022	\$1,390.00
00020889	H00160	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	03/01/2022	\$1,152.00

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00020890	H00161	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	03/01/2022	\$1,465.00
00020891	H00162	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	03/01/2022	\$5,669.00
00020892	H00163	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	03/01/2022	\$12,096.00
00020893	H00164	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	03/01/2022	\$6,645.00
00020894	H1622	ORANGE TREE APTS	03/01/2022	\$16,113.00
00020895	H4761	ORRWAY APTS HOMES, LLC	03/01/2022	\$556.00
00020896	H2516	SUIKO OZAKI	03/01/2022	\$1,528.00
00020897	H4495	P & J PROPERTY MANAGEMENT	03/01/2022	\$2,586.00
00020898	H1776	BRADRAKUMAR L PAHU	03/01/2022	\$2,508.00
00020899	H1328	PALM ISLAND	03/01/2022	\$11,198.00
00020900	H4477	PARISIAN APARTMENTS, LP	03/01/2022	\$1,394.00
00020901	H4487	PARK LANDING APARTMENTS	03/01/2022	\$2,160.00
00020902	H0254	PARK STANTON PLACE LP	03/01/2022	\$12,637.00
00020903	H4307	JIN PARK	03/01/2022	\$1,664.00
00020904	H8794	PATEL DILIP M	03/01/2022	\$6,341.00
00020905	H3249	SMITA DIPAK PATEL	03/01/2022	\$1,122.00
00020906	H3111	PELICAN INVESTMENTS #6, LLC	03/01/2022	\$2,690.00
00020907	H4370	PELICAN INVESTMENTS #8, LLC	03/01/2022	\$1,758.00
00020908	H3544	PELICAN INVESTMENTS, LLC	03/01/2022	\$447.00
00020909	H00222	AGNES PHAM	03/01/2022	\$1,736.00
00020910	H4176	BINH Q PHAM	03/01/2022	\$1,603.00
00020911	H4210	CAROLINE PHAM	03/01/2022	\$2,401.00
00020912	H3408	CHIEN DINH PHAM	03/01/2022	\$1,484.00
00020913	H4743	CHINH VAN PHAM	03/01/2022	\$1,618.00
00020914	H1651	DAVID DUNG PHAM	03/01/2022	\$1,133.00
00020915	H9709	DAVID LINH PHAM	03/01/2022	\$2,355.00
00020916	H4398	DUNG TIEN PHAM	03/01/2022	\$1,551.00
00020917	H3912	HIEU PHAM	03/01/2022	\$1,922.00
00020918	H1080	HOANG PHAM	03/01/2022	\$4,660.00
00020919	H1971	KHANH CONG PHAM	03/01/2022	\$1,762.00
00020920	H1117	LUCY PHAM, KIM ANH OR PHAM	03/01/2022	\$3,632.00

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00020921	H0788	LAN VAN PHAM	03/01/2022	\$3,186.00
00020922	H4095	LIEN PHAM	03/01/2022	\$1,413.00
00020923	H00089	LILY H PHAM	03/01/2022	\$959.00
00020924	H2243	MINH VAN PHAM	03/01/2022	\$2,091.00
00020925	H4033	NGHIA PHAM	03/01/2022	\$1,640.00
00020926	H4724	NHAC T PHAM	03/01/2022	\$1,721.00
00020927	H4683	PAULINE TRAM PHAM	03/01/2022	\$1,739.00
00020928	H3773	PHUONG T PHAM	03/01/2022	\$1,314.00
00020929	H4501	QUYNH GIAO PHAM	03/01/2022	\$1,947.00
00020930	H3786	QUYNH-ANH HOANG PHAM	03/01/2022	\$1,708.00
00020931	H4213	SON THAI PHAM	03/01/2022	\$2,622.00
00020932	H2255	TIM PHAM	03/01/2022	\$3,105.00
00020933	H4651	TRANG PHAM	03/01/2022	\$2,580.00
00020934	H2065	TRI PHAM	03/01/2022	\$1,826.00
00020935	H4593	TRUONG TAI PHAM	03/01/2022	\$2,149.00
00020936	H4105	TUAN A PHAM	03/01/2022	\$1,046.00
00020937	H4537	TUAN A PHAM	03/01/2022	\$1,810.00
00020938	H3880	VAN LOAN THI PHAM	03/01/2022	\$1,032.00
00020939	H4503	VERONIQUE PHAM	03/01/2022	\$1,670.00
00020940	H3967	VU PHAM	03/01/2022	\$1,422.00
00020941	H2328	XUANNHA T PHAM	03/01/2022	\$1,128.00
00020942	H0595	HAI MINH PHAM	03/01/2022	\$11,068.00
00020943	H1932	HELEN PHAM	03/01/2022	\$1,009.00
00020944	H1851	LOAN ANH THI PHAM	03/01/2022	\$1,436.00
00020945	H0651	QUANG PHAM	03/01/2022	\$1,643.00
00020946	H4685	KATHY PHAN	03/01/2022	\$4,092.00
00020947	H4188	OANH PHAN	03/01/2022	\$5,760.00
00020948	H4781	STEVEN PHAN	03/01/2022	\$1,338.00
00020949	H4408	TAMMY PHAN	03/01/2022	\$1,555.00
00020950	H3820	THANH T PHAN	03/01/2022	\$848.00
00020951	H3257	DON PHAN	03/01/2022	\$1,310.00
00020952	H1101	TOAN CONG PHAN	03/01/2022	\$1,121.00
00020953	H3698	ART S PHARN	03/01/2022	\$2,076.00
00020954	H4701	ANH PHI	03/01/2022	\$2,087.00

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00020955	H00141	PHOENIX PREMIER LLC	03/01/2022	\$3,132.00
00020956	H2863	PINE TREE PROPERTY, LLC	03/01/2022	\$1,919.00
00020957	H3464	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	03/01/2022	\$1,569.00
00020958	H3505	PJP PROPERTIES, LLC	03/01/2022	\$1,407.00
00020959	H00231	PLATINUM TRI BLOC LLC	03/01/2022	\$1,713.00
00020960	H1493	PLAZA PATRIA COURT LTD	03/01/2022	\$1,418.00
00020961	H4214	PLYMOUTH HRA	03/01/2022	\$362.05
00020962	H3769	PNB GREEN EXPANSION MGMT, LLC	03/01/2022	\$4,437.00
00020963	H4795	POST STERLING COURT, LP	03/01/2022	\$1,491.00
00020964	H3668	PRINCE NEW HORIZON VILLAGE	03/01/2022	\$2,519.00
00020965	H00194	QN INVESTMENT LLC	03/01/2022	\$15,021.00
00020966	H4306	SAN T QUACH	03/01/2022	\$1,291.00
00020967	H3994	DERRICK WILLIAM QUAN	03/01/2022	\$1,822.00
00020968	H4620	JEANNIE QUAN	03/01/2022	\$972.00
00020969	H4357	VAN-LAN QUAN	03/01/2022	\$3,011.00
00020970	H1448	GARY L QUINN	03/01/2022	\$818.00
00020971	H00169	RANCHO MONTEREY APARTMENTS	03/01/2022	\$4,672.00
00020972	H0978	RAVART PACIFIC, LP	03/01/2022	\$2,370.00
00020973	H3808	RAVENWOOD PROPERTIES, LLC	03/01/2022	\$2,401.00
00020974	H4801	RBJ INVESTMENTS CORP	03/01/2022	\$1,191.00
00020975	H3184	ROGER LEE REED	03/01/2022	\$2,435.00
00020976	H3573	REO INTERNATIONAL CORPORATION	03/01/2022	\$1,609.00
00020977	H4932	RAYMOND REYES	03/01/2022	\$756.00
00020978	H1100	ROBERTA APTS, LP	03/01/2022	\$2,420.00
00020979	H3186	ROCEL PROPERTIES MGMT INC	03/01/2022	\$1,298.00
00020980	H1303	ALBERT/PATRICIA RODRIGUEZ	03/01/2022	\$564.00
00020981	H00109	JESSE RODRIQUEZ	03/01/2022	\$1,168.00
00020982	H00266	BRADLEY A ROMSTEDT	03/01/2022	\$1,069.00
00020983	H3631	CHARLENE ROSSIGNOL	03/01/2022	\$1,059.00
00020984	H00128	RUSSELL REAL ESTATE LLC	03/01/2022	\$2,935.00
00020985	H00203	S & P PACIFIC PROPERTIES LLC	03/01/2022	\$5,203.00
00020986	H1149	MIHRAN SABUNJIAN	03/01/2022	\$11,963.00
00020987	H00246	SAGE PARK CA LP	03/01/2022	\$1,258.00
00020988	H4231	SALSOL PROPERTIES, LLC	03/01/2022	\$1,229.00

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00020989	H4681	SAN MARINO	03/01/2022	\$486.00
00020990	H00097	SAN MIGUEL APTS / SAN MIGUEL PROPERTIES LP	03/01/2022	\$1,194.00
00020991	H00174	CYNTHIA SANCHEZ	03/01/2022	\$1,274.00
00020992	H0858	PAT SARGENT	03/01/2022	\$1,403.00
00020993	H3340	JILL ANN SCHLEIFER	03/01/2022	\$3,078.00
00020994	H00187	SCOTT G JOE C/O PACIFIC TRUST MANAGEMENT	03/01/2022	\$1,111.00
00020995	H4485	SCWJ, LLC	03/01/2022	\$1,436.00
00020996	H3151	LISA & BRYAN SEO	03/01/2022	\$3,085.00
00020997	H2952	ALVINA SERNA	03/01/2022	\$564.00
00020998	H4072	SERRANO WOODS, LP	03/01/2022	\$520.00
00020999	H00103	DAHNING SHIH	03/01/2022	\$1,812.00
00021000	H4546	MOLLY SHIH	03/01/2022	\$1,812.00
00021001	H3699	SHREEVES PROPERTIES, LLC	03/01/2022	\$4,780.00
00021002	H3779	IRV D SIGEL	03/01/2022	\$1,921.00
00021003	H4150	SILVER COVE APARTMENTS, LP	03/01/2022	\$2,115.00
00021004	H4451	IRVIN SILVERSTEIN	03/01/2022	\$1,118.00
00021005	H1182	SINGING TREE	03/01/2022	\$1,386.00
00021006	H3459	BAY SIU	03/01/2022	\$1,506.00
00021007	H4778	SOCP, LLC	03/01/2022	\$1,100.00
00021008	H00243	SOMMERVILLE CONZELMAN CO LP	03/01/2022	\$1,671.00
00021009	H00055	LLC SOUTHCOAST CAPITAL HOLDINGS	03/01/2022	\$1,305.00
00021010	H1686	JAMES SPEARS	03/01/2022	\$2,095.00
00021011	H00244	SPICY LIVING LLC	03/01/2022	\$3,853.00
00021012	H4145	SPRINGDALE STREET APARTMENTS	03/01/2022	\$1,249.00
00021013	H3835	SPRINGSIDE, LLC	03/01/2022	\$7,409.00
00021014	H4458	TRUST STANLEY A SIROTT	03/01/2022	\$1,356.00
00021015	H3038	STANTON GROUP THREE, LLC	03/01/2022	\$4,457.00
00021016	H4566	STANTON GROUP, LLC	03/01/2022	\$947.00
00021017	H1277	STEWART PROPERTIES	03/01/2022	\$1,243.00
00021018	H00142	PATRICIA J STEWART	03/01/2022	\$1,506.00
00021019	H0403	ERICA STIDHAM	03/01/2022	\$5,438.00
00021020	H0359	STUART DRIVE/ROSE GARDEN APTS	03/01/2022	\$103,215.00
00021021	H1147	UN SU	03/01/2022	\$2,910.00
00021022	H2049	SUNGROVE SENIOR APTS	03/01/2022	\$25,899.00

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00021023	H3805	SUNNYGATE, LLC	03/01/2022	\$11,508.00
00021024	H00108	SUNRISE APARTMENT HOMES	03/01/2022	\$2,601.00
00021025	H3766	SUNRISE VILLAGE PROPERTIES, LLC	03/01/2022	\$6,675.00
00021026	H00230	SUWAPANG PATTUMMADITH C/O UTOPIA MANAGMENT	03/01/2022	\$1,449.00
00021027	H4484	EMILE J SWEIDA	03/01/2022	\$1,372.00
00021028	H00170	EVELYN SY	03/01/2022	\$1,623.00
00021029	H4543	SYCAMORE COURT APARTMENTS	03/01/2022	\$15,370.00
00021030	H4178	T AND G TRANG'S CREDIT TRUST UDT 5/1/02	03/01/2022	\$1,224.00
00021031	H4449	VINH TA	03/01/2022	\$1,247.00
00021032	H4081	ALI TAHAMI	03/01/2022	\$2,011.00
00021033	H00094	TAMARACK WOODS A CALIFORNIA LP	03/01/2022	\$1,486.00
00021034	H3614	TAMERLANE APARTMENTS	03/01/2022	\$1,108.00
00021035	H2487	TAMERLANE ASSOCIATES, LLC	03/01/2022	\$2,599.00
00021036	H3432	ENLIANG T TANG	03/01/2022	\$1,529.00
00021037	H00229	TDDM INVESTMENTS CORP	03/01/2022	\$1,477.00
00021038	H3527	TDT WASHINGTON, LLC	03/01/2022	\$3,699.00
00021039	H4653	TH 12622 MORNINGSIDE, LLC	03/01/2022	\$1,015.00
00021040	H2875	HENRY THACH	03/01/2022	\$2,609.00
00021041	H4731	LYNN THAI	03/01/2022	\$1,418.00
00021042	H00185	JAI PAUL THAKUR	03/01/2022	\$870.00
00021043	H00076	THE ARBORS-LAKE FOREST OWNER LLC	03/01/2022	\$1,248.00
00021044	H00052	THE CAMBRIDGE	03/01/2022	\$1,830.00
00021045	H4391	THE FLORENTINE APTS	03/01/2022	\$1,902.00
00021046	H4759	THE KELVIN APARTMENTS	03/01/2022	\$2,295.00
00021047	H4390	THE MEDITERRANEAN APTS	03/01/2022	\$1,097.00
00021048	H1007	THE ROSE GARDEN APTS	03/01/2022	\$11,131.00
00021049	H4633	THSW PARTNERS, LLC	03/01/2022	\$4,989.00
00021050	H3260	ANA MARIA THULSIRAJ	03/01/2022	\$1,134.00
00021051	H00053	TIC INVESTMENT COMPANY LLC	03/01/2022	\$4,362.00
00021052	H00062	TIC INVESTMENT COMPANY	03/01/2022	\$3,756.00
00021053	H4599	TIC INVESTMENT COMPANY, LLC	03/01/2022	\$1,450.00
00021054	H4600	TIC INVESTMENT COMPANY, LLC	03/01/2022	\$1,144.00
00021055	H00060	TIC INVESTMENT LLC	03/01/2022	\$1,626.00
00021056	H4494	TLHA DOTY, LLC	03/01/2022	\$2,550.00

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00021057	H4219	TLHA PALM, LLC	03/01/2022	\$2,141.00
00021058	H3827	TN INVESTMENTS GROUP, LLC	03/01/2022	\$11,733.00
00021059	H3828	TN INVESTMENTS GROUP, LLC	03/01/2022	\$1,395.00
00021060	H3829	TN INVESTMENTS GROUP, LLC	03/01/2022	\$1,341.00
00021061	H3831	TN INVESTMENTS GROUP, LLC	03/01/2022	\$1,337.00
00021062	H3939	TN INVESTMENTS PROPERTIES, LLC	03/01/2022	\$18,013.00
00021063	H4753	TNL PROPERTY, LLC	03/01/2022	\$2,388.00
00021064	H1212	KIMTRUNG THI TO	03/01/2022	\$1,463.00
00021065	H0855	VAN THU TO	03/01/2022	\$4,481.00
00021066	H4492	TOC TOC, LLC	03/01/2022	\$3,386.00
00021067	H00189	TRUSTEE TOMMY YING TUAN	03/01/2022	\$1,286.00
00021068	H1454	KHANH TON	03/01/2022	\$2,186.00
00021069	H3377	TAP THAT TON	03/01/2022	\$1,227.00
00021070	H4041	JOANNE C TONNU	03/01/2022	\$2,805.00
00021071	H3902	TOPADVANCED, LLC	03/01/2022	\$3,840.00
00021072	H00178	TR ENTERPRISE LLC	03/01/2022	\$2,651.00
00021073	H1789	TRAN'S APARTMENTS	03/01/2022	\$4,336.00
00021074	H4099	ANDREW TRAN	03/01/2022	\$1,909.00
00021075	H4407	ANDREW TRAN	03/01/2022	\$1,796.00
00021076	H7723	ANH TUYET T TRAN	03/01/2022	\$1,382.00
00021077	H4727	ANNA THI TRAN	03/01/2022	\$1,154.00
00021078	H4012	CATHY TRAN	03/01/2022	\$1,436.00
00021079	H00156	DAT DOAN TRAN	03/01/2022	\$783.00
00021080	H2027	FREDERICK M TRAN	03/01/2022	\$1,226.00
00021081	H00102	HELENA TRAN	03/01/2022	\$1,682.00
00021082	H3646	HENRY TRAN	03/01/2022	\$1,221.00
00021083	H1203	JACLYN TRAN, HIEP OR TRAN	03/01/2022	\$1,381.00
00021084	H3554	HO VAN TRAN	03/01/2022	\$6,181.00
00021085	H3896	HOA TRAN	03/01/2022	\$497.00
00021086	H00124	HUE THI DANG TRAN	03/01/2022	\$1,424.00
00021087	H3456	HUNG QUOC TRAN	03/01/2022	\$1,425.00
00021088	H00044	HUONG TRAN	03/01/2022	\$1,660.00
00021089	H00057	HUYEN TRAN	03/01/2022	\$463.00
00021090	H3403	JANE TRAN	03/01/2022	\$2,116.00

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00021091	H4270	JIM DUC TRAN	03/01/2022	\$1,516.00
00021092	H4698	JOHNNY TRAN	03/01/2022	\$2,470.00
00021093	H4251	JOSEPH QUANG TRAN	03/01/2022	\$680.00
00021094	H4499	JOSEPHINE TRAN	03/01/2022	\$2,216.00
00021095	H00171	KENNY TRAN	03/01/2022	\$2,442.00
00021096	H00195	KEVIN TRAN	03/01/2022	\$2,167.00
00021097	H4158	KEVIN THANH TRAN	03/01/2022	\$1,324.00
00021098	H00058	KIEU VAN TRAN	03/01/2022	\$2,251.00
00021099	H3517	KIM VAN TRAN	03/01/2022	\$1,368.00
00021100	H4276	LAY THI TRAN	03/01/2022	\$1,720.00
00021101	H00149	LISA TRAN	03/01/2022	\$914.00
00021102	H4130	LOC H TRAN	03/01/2022	\$2,038.00
00021103	H4788	LONG QUOC TRAN	03/01/2022	\$1,274.00
00021104	H3775	LUCIA THUY TRAN	03/01/2022	\$954.00
00021105	H4602	MAI TRAN	03/01/2022	\$2,748.00
00021106	H3442	MARY TRAN	03/01/2022	\$1,082.00
00021107	H4732	MINH TRAN	03/01/2022	\$1,899.00
00021108	H4059	MY T TRAN	03/01/2022	\$2,245.00
00021109	H4687	NGAN TRAN	03/01/2022	\$3,205.00
00021110	H3211	NGOC THI TRAN	03/01/2022	\$1,876.00
00021111	H4378	NHUT NGUYEN TRAN	03/01/2022	\$1,255.00
00021112	H3530	TAM ANH TRAN	03/01/2022	\$1,702.00
00021113	H4198	TAM MINH TRAN	03/01/2022	\$1,824.00
00021114	H3742	THERESA T TRAN	03/01/2022	\$712.00
00021115	H3744	THERESA T TRAN	03/01/2022	\$1,058.00
00021116	H4291	THONG TRAN	03/01/2022	\$1,073.00
00021117	H3371	THU HUONG THI TRAN	03/01/2022	\$839.00
00021118	H4394	TIM TRAN	03/01/2022	\$1,760.00
00021119	H4573	TINA TRAN	03/01/2022	\$1,960.00
00021120	H00025	TONY TRAN	03/01/2022	\$1,642.00
00021121	H00073	TRANG P TRAN	03/01/2022	\$1,045.00
00021122	H3709	TRI TRAN	03/01/2022	\$459.00
00021123	H4507	TRUNG H TRAN	03/01/2022	\$1,329.00
00021124	H3163	TRUYEN & HELEN TRAN	03/01/2022	\$1,838.00

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00021125	H3220	TU TRAN	03/01/2022	\$1,643.00
00021126	H3253	VICTORIA TRAN	03/01/2022	\$1,590.00
00021127	H0386	BAU TRAN	03/01/2022	\$989.00
00021128	H3227	PAUL TUAN DUC TRAN	03/01/2022	\$1,536.00
00021129	H2712	PHUONG THUY TRAN	03/01/2022	\$759.00
00021130	H1903	THU-HANG TRAN	03/01/2022	\$5,049.00
00021131	H2776	TUAN HUY TRAN	03/01/2022	\$500.00
00021132	H1166	TOM TRANG	03/01/2022	\$2,127.00
00021133	H4136	HONG QUANG TRIEU	03/01/2022	\$1,378.00
00021134	H4266	NANCY TRIEU	03/01/2022	\$1,554.00
00021135	H2231	EMMA TRINH	03/01/2022	\$1,248.00
00021136	H4055	HAI TRINH	03/01/2022	\$1,676.00
00021137	H3759	THANH-MAI TRINH	03/01/2022	\$2,562.00
00021138	H4356	TUAN TRINH	03/01/2022	\$1,724.00
00021139	H0536	TUNG XUAN TRINH	03/01/2022	\$1,629.00
00021140	H3993	DUNG T TRUONG	03/01/2022	\$187.00
00021141	H4476	HANH NGOC TRUONG	03/01/2022	\$1,226.00
00021142	H00188	HUE AI TRUONG	03/01/2022	\$1,448.00
00021143	H00201	JOHN TRUONG	03/01/2022	\$1,260.00
00021144	H4780	KENNY N TRUONG	03/01/2022	\$1,912.00
00021145	H2729	QUYEN MY TRUONG	03/01/2022	\$1,305.00
00021146	H1813	CAROLINE TSAI	03/01/2022	\$3,903.00
00021147	H4445	YUNGLIN & SHU-MEI TSAO	03/01/2022	\$2,789.00
00021148	H3867	TU BI THIEN TAM	03/01/2022	\$1,243.00
00021149	H8168	TUDOR GROVE	03/01/2022	\$76,802.00
00021150	H4536	TUSTIN AFFORDABLE HOUSING	03/01/2022	\$1,575.00
00021151	H4030	TUSTIN SOUTHERN APTS - OFFICE	03/01/2022	\$1,456.00
00021152	H00215	ROGER TWEDT	03/01/2022	\$1,601.00
00021153	H9100	V W PROPERTY	03/01/2022	\$4,615.00
00021154	H1541	CONNIE VALDEZ	03/01/2022	\$1,182.00
00021155	H0300	VALLEY VIEW SENIOR APTS	03/01/2022	\$26,279.00
00021156	H0814	MINH XUONG VAN	03/01/2022	\$618.00
00021157	H4661	RONALD VAN	03/01/2022	\$3,163.00
00021158	H2755	ARTURO ENRIQUEZ VAZQUEZ	03/01/2022	\$3,025.00

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00021159	H4392	VERSAILLES APTS	03/01/2022	\$3,048.00
00021160	H00253	VILLA NOVA LLC	03/01/2022	\$1,523.00
00021161	H4809	VINE FULLER, LLC	03/01/2022	\$1,351.00
00021162	H4553	VINTAGE CANYON SR APTS	03/01/2022	\$1,047.00
00021163	H4625	VINTAGE FLAGSHIP, LLC	03/01/2022	\$3,001.00
00021164	H3689	VJ SURGICAL, LLC	03/01/2022	\$2,246.00
00021165	H3628	VLE RENTAL, LLC	03/01/2022	\$5,686.00
00021166	H3132	HUNG MINH VO	03/01/2022	\$1,715.00
00021167	H4205	JEFF VO	03/01/2022	\$1,256.00
00021168	H4821	JEFFREY Q VO	03/01/2022	\$1,748.00
00021169	H2134	KHANH MAI VO	03/01/2022	\$4,907.00
00021170	H4531	LOAN VO	03/01/2022	\$1,845.00
00021171	H3938	LOC ANH VO	03/01/2022	\$1,083.00
00021172	H4787	MICKEY VO	03/01/2022	\$2,218.00
00021173	H1481	TINA NGA VOLE	03/01/2022	\$1,173.00
00021174	H3718	NIPA D VORA	03/01/2022	\$2,742.00
00021175	H3907	ANNIE VU	03/01/2022	\$1,266.00
00021176	H2123	DAT VU	03/01/2022	\$18,227.00
00021177	H4632	DEANNA PHUONG VU	03/01/2022	\$396.00
00021178	H00259	DIANA VU	03/01/2022	\$1,710.00
00021179	H4560	HOA VU	03/01/2022	\$1,321.00
00021180	H3918	HUAN VU	03/01/2022	\$1,230.00
00021181	H00206	JADE NGOC VU	03/01/2022	\$1,838.00
00021182	H00211	KHUAT VU	03/01/2022	\$1,944.00
00021183	H4657	KRYSTINA VU	03/01/2022	\$1,838.00
00021184	H4197	LEO M VU	03/01/2022	\$2,124.00
00021185	H4323	LINH DUY VU	03/01/2022	\$1,930.00
00021186	H00079	MICHELLE QUYNH HOA VU	03/01/2022	\$2,278.00
00021187	H4549	MINH VU	03/01/2022	\$1,099.00
00021188	H3760	NAM H VU	03/01/2022	\$1,242.00
00021189	H3274	PHUONG MINH VU	03/01/2022	\$1,261.00
00021190	H00249	SUONG N VU	03/01/2022	\$1,242.00
00021191	H3823	TAN DUY VU	03/01/2022	\$3,039.00
00021192	H2823	TRUNG QUOC VU	03/01/2022	\$3,066.00

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00021193	H0883	TUONG MANH VU	03/01/2022	\$2,808.00
00021194	H3928	VIVIAN VU	03/01/2022	\$2,003.00
00021195	H4807	YEN T VU	03/01/2022	\$1,326.00
00021196	H00034	HAO DUC VUONG	03/01/2022	\$1,439.00
00021197	H00226	HOA THI VUONG	03/01/2022	\$2,613.00
00021198	H4278	PETER H VUONG	03/01/2022	\$985.00
00021199	H4642	DAVID WALD	03/01/2022	\$851.00
00021200	H9105	WALDEN APTS	03/01/2022	\$4,148.00
00021201	H1725	WALDEN GLEN APTS	03/01/2022	\$1,702.00
00021202	H4489	HO PONG WAN	03/01/2022	\$1,312.00
00021203	H2084	CHARLES WANG	03/01/2022	\$5,235.00
00021204	H2253	SUZY WANG	03/01/2022	\$3,322.00
00021205	H0867	IRVING WEISER	03/01/2022	\$2,116.00
00021206	H9106	WEISSER INVESTMENTS	03/01/2022	\$8,931.00
00021207	H4530	WESLEY VILLAGE APARTMENTS	03/01/2022	\$6,626.00
00021208	H0442	HENRY B WESSELN	03/01/2022	\$2,783.00
00021209	H1238	WESTCHESTER PARK, LP	03/01/2022	\$1,650.00
00021210	H00144	WESTERN NATIONAL EL DORADO PARTNERS LP	03/01/2022	\$1,186.00
00021211	H3468	WESTLAKE APARTMENTS, LLC	03/01/2022	\$6,590.00
00021212	H2684	WESTMINSTER HOUSING PARTNER, LP	03/01/2022	\$9,822.00
00021213	H2986	CINDY OR ED WICK	03/01/2022	\$877.00
00021214	H0029	WILLOWICK ROYAL	03/01/2022	\$522.00
00021215	H4424	WILSHIRE CREST	03/01/2022	\$768.00
00021216	H4523	WINDMILL APARTMENTS	03/01/2022	\$5,567.00
00021217	H4608	WINDWOOD GLEN APTS	03/01/2022	\$1,610.00
00021218	H9109	WINNIE INVESTMENT	03/01/2022	\$6,627.00
00021219	H3286	WINSTON PLACE, LLC	03/01/2022	\$1,188.00
00021220	H4232	WONDERFUL IDEA, LLC	03/01/2022	\$1,495.00
00021221	H5169	GIN O WONG	03/01/2022	\$6,390.00
00021222	H00138	PERRY WONG	03/01/2022	\$1,493.00
00021223	H3592	PHILLIP WONG	03/01/2022	\$2,228.00
00021224	H4709	WOODBRIIDGE VILLAS APARTMENT HOMES	03/01/2022	\$1,072.00
00021225	H4733	WOODBRIIDGE VILLAS PARTNERS	03/01/2022	\$1,152.00
00021226	H4762	WOODBRIIDGE WILLOWS	03/01/2022	\$3,607.00

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00021227	H00184	XIAOLIN WU	03/01/2022	\$1,387.00
00021228	H0165	LEON SHU YAU	03/01/2022	\$1,676.00
00021229	H4806	JIYUN YEOM	03/01/2022	\$2,078.00
00021230	H4168	HENRY H YOUNG	03/01/2022	\$1,773.00
00021231	H4596	EUGENIA ZASLAVSKY	03/01/2022	\$4,480.00
00021232	H3730	GEORGE ZHAO	03/01/2022	\$1,509.00
00677107	H00260	2175 S MULLUL DRIVE LLC	03/01/2022	\$574.00
00677108	H4194	WILLIAM ADAMS	03/01/2022	\$1,145.00
00677109	H00238	ADVANCE GLOBAL ASSET GROUP INC	03/01/2022	\$1,516.00
00677110	H00248	A CAL LTD PARTNERSHIP ADVANCED GROUP 05-85	03/01/2022	\$721.00
00677111	H4534	ALISO VIEJO 621, LP	03/01/2022	\$1,360.00
00677112	H2616	ANAHEIM REVITALIZATION II PART	03/01/2022	\$2,745.00
00677113	H4705	ANAHEIM REVITALIZATION IV PARTNERS, LP	03/01/2022	\$1,709.00
00677114	H4722	ANAHEIM REVITALIZATION PARTNERS III LP	03/01/2022	\$1,606.00
00677115	H7330	BAHIA VILLAGE MOBILEHOME PARK	03/01/2022	\$930.00
00677116	H00115	BELLECCOUR APARTMENTS	03/01/2022	\$854.00
00677117	H00064	BEXAEW THE HAVENS LP	03/01/2022	\$934.00
00677118	H00070	BRIDGE WF CA CRYSTAL VIEW LP	03/01/2022	\$1,599.00
00677119	H0950	RICHARD BUI JR	03/01/2022	\$3,234.00
00677120	H2035	RICHARD BUI JR	03/01/2022	\$1,469.00
00677121	H00155	CRYSTAL BUI	03/01/2022	\$2,120.00
00677122	H3596	JIMMY QUOC BUI	03/01/2022	\$4,637.00
00677123	H4355	LAN HUYNH NGOC BUI	03/01/2022	\$1,068.00
00677124	H0432	PHAT BUI	03/01/2022	\$2,785.00
00677125	H1455	SON MINH BUI	03/01/2022	\$1,424.00
00677126	H4756	TAN H BUI	03/01/2022	\$1,519.00
00677127	H4238	TINH TIEN BUI	03/01/2022	\$1,950.00
00677128	H00130	BUNGALOWS	03/01/2022	\$1,398.00
00677129	H0289	RONALD CALKINS	03/01/2022	\$1,528.00
00677130	H00247	CASA LA VETA ASSOCIATES	03/01/2022	\$537.00
00677131	H00261	CASTILIAN A CA LP	03/01/2022	\$2,325.00
00677132	H9009	CHANTECLAIR APTS	03/01/2022	\$1,238.00
00677133	H00127	RICHARD N CHAO	03/01/2022	\$1,082.00
00677134	H2701	DAVID CHEN	03/01/2022	\$1,243.00

**CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00677135	H4584	JOON CHOI	03/01/2022	\$9,237.00
00677136	H4671	ROBERT CHRISTMAN	03/01/2022	\$2,528.00
00677137	H4617	MEI-LING CHU	03/01/2022	\$947.00
00677138	H00054	CITY OF FLAGSTAFF HOUSING AUTHORITY	03/01/2022	\$1,285.16
00677139	H4773	CMIF III CORONADO PALMS, LLC	03/01/2022	\$1,546.00
00677140	H00227	CORDOVA A CA LP	03/01/2022	\$1,663.00
00677141	H4380	CRESTWOOD ON 7, LLC	03/01/2022	\$2,381.00
00677142	H00072	KHANH DANG	03/01/2022	\$913.00
00677143	H0168	STACY HOA TUOI DANG	03/01/2022	\$1,578.00
00677144	H00106	HAROLD E DELONG	03/01/2022	\$1,311.00
00677145	H00067	BIEN T DINH	03/01/2022	\$2,286.00
00677146	H4690	KIM-ANH T DINH	03/01/2022	\$2,618.00
00677147	H4533	MINH TAM DO	03/01/2022	\$1,162.00
00677148	H4693	THO DO	03/01/2022	\$2,742.00
00677149	H4222	THUAN DO	03/01/2022	\$1,443.00
00677150	H3422	DINH T DOAN	03/01/2022	\$1,239.00
00677151	H00043	MICHAEL DOAN	03/01/2022	\$1,230.00
00677152	H1395	HELMUT DONNER	03/01/2022	\$2,702.00
00677153	H4348	LAN DUONG	03/01/2022	\$1,412.00
00677154	H4187	EL CAMINO LU, LLC	03/01/2022	\$1,583.00
00677155	H4016	ELDEN EAST APARTMENTS	03/01/2022	\$840.00
00677156	H3075	EMERALD GARDENS APT	03/01/2022	\$637.00
00677157	H5060	EUCLID PARK APTS	03/01/2022	\$1,573.00
00677158	H00236	FENWAY APTS	03/01/2022	\$1,675.00
00677159	H4813	FENWAY PROPERTIES	03/01/2022	\$1,430.00
00677160	H2768	DALE A FULLWOOD	03/01/2022	\$1,250.00
00677161	H00172	GREENBROOK APARTMENTS LP	03/01/2022	\$1,306.00
00677162	H4193	GROVE PARK, LLC	03/01/2022	\$3,924.00
00677163	H4386	RICHARD D HANSEN	03/01/2022	\$1,304.00
00677164	H3218	KULJIT HARA	03/01/2022	\$991.00
00677165	H1979	STEVE HARA	03/01/2022	\$7,319.00
00677166	H00221	HAUPT PROPERTIES, LLC C/O DROUIN REALTY	03/01/2022	\$872.00
00677167	H4703	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	03/01/2022	\$3,128.00
00677168	H4128	THOMAS P HO	03/01/2022	\$2,158.00

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00677169	H1873	JAMES HOANG	03/01/2022	\$3,096.00
00677170	H3022	NICK HOFFMAN	03/01/2022	\$1,013.00
00677171	H00105	HOUSING AUTHORITY OF THE CITY OF LONG BEACH	03/01/2022	\$1,632.14
00677172	H00107	HOUSING AUTHORITY OF THE CITY OF VANCOUVER	03/01/2022	\$605.63
00677173	H3140	CHONG WEI HUANG	03/01/2022	\$1,908.00
00677174	H00240	HUNTINGTON POINTE 2019 LP	03/01/2022	\$1,435.00
00677175	H4810	DOANH HUYNH	03/01/2022	\$1,654.00
00677176	H3473	NATALIE N HUYNH	03/01/2022	\$1,332.00
00677177	H3095	TRANG HUYNH	03/01/2022	\$3,830.00
00677178	H00224	JAMES K SKEOCH DECEDENT'S TRUST	03/01/2022	\$1,559.00
00677179	H00265	JAMES R GRAHAM TRUST 1991	03/01/2022	\$2,879.00
00677180	H00254	STEPHEN JOHNSON	03/01/2022	\$1,180.00
00677181	H3109	LINDA JOHNSON	03/01/2022	\$2,320.00
00677182	H4579	JOSEPH & KIM CORP	03/01/2022	\$1,833.00
00677183	H2641	KDF HERMOSA, LP	03/01/2022	\$4,468.00
00677184	H3083	KDF MALABAR, LP	03/01/2022	\$35,204.00
00677185	H2403	KDF SEA WIND, LP	03/01/2022	\$1,676.00
00677186	H00217	VI KIM	03/01/2022	\$1,650.00
00677187	H3683	WILLIAM KUNZMAN	03/01/2022	\$1,500.00
00677188	H00117	ANH T LAM	03/01/2022	\$915.00
00677189	H4284	LE FAMILY TRUST	03/01/2022	\$3,169.00
00677190	H1638	DON LE	03/01/2022	\$786.00
00677191	H3740	DONALD LE	03/01/2022	\$1,227.00
00677192	H4622	HUY LE	03/01/2022	\$2,347.00
00677193	H1531	TRACEY LE	03/01/2022	\$1,343.00
00677194	H1423	VIET Q LE	03/01/2022	\$981.00
00677195	H0298	YENNHI LE	03/01/2022	\$1,046.00
00677196	H4132	HOABINH LE-MUNZER	03/01/2022	\$567.00
00677197	H00223	LAWRENCE B LEBLANC	03/01/2022	\$10,347.00
00677198	H4694	DOUG LEONG	03/01/2022	\$1,263.00
00677199	H0216	ALICE LIAO	03/01/2022	\$2,501.00
00677200	H00066	DAVID A LO	03/01/2022	\$1,830.00
00677201	H4765	MAI LUONG	03/01/2022	\$1,560.00
00677202	H4820	VIVIAN Q LUU	03/01/2022	\$1,844.00

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00677203	H0958	WILLIAM T MACDONALD	03/01/2022	\$4,020.00
00677204	H00132	DAVID E MADJE	03/01/2022	\$10,175.00
00677205	H1705	MAGIC LAMP MOBILE HOME PARK	03/01/2022	\$1,337.00
00677206	H1188	LARRY MAH	03/01/2022	\$991.00
00677207	H2333	HANH T MAI-NGUYEN	03/01/2022	\$1,432.00
00677208	H1861	TERRY MAMMEN	03/01/2022	\$4,681.00
00677209	H3101	SUPUNNEE MANNIL	03/01/2022	\$1,271.00
00677210	H4675	ZHIYAN MAO	03/01/2022	\$2,731.00
00677211	H00204	MARTIN INVESTMENT PROPERTIES INC	03/01/2022	\$1,345.00
00677212	H3043	MONARK, LP	03/01/2022	\$4,030.00
00677213	H0780	MONTEJO APARTMENTS	03/01/2022	\$1,713.00
00677214	H00235	NEWLAND GARDEN APARTMENTS LP	03/01/2022	\$1,026.00
00677215	H00152	BRIGHTON QUOCSI NGO	03/01/2022	\$1,301.00
00677216	H2386	MARY NGO	03/01/2022	\$5,826.00
00677217	H2478	HOA KIM NGO	03/01/2022	\$635.00
00677218	H0408	NGUYEN'S FAMILY INVESTMENTS, LP	03/01/2022	\$6,005.00
00677219	H00114	AN NGUYEN	03/01/2022	\$644.00
00677220	H4031	BACH THI NGUYEN	03/01/2022	\$1,097.00
00677221	H1184	BICHLE T NGUYEN	03/01/2022	\$4,032.00
00677222	H3176	BOYCE JR NGUYEN	03/01/2022	\$1,843.00
00677223	H3876	D DUY MD NGUYEN	03/01/2022	\$936.00
00677224	H3910	FRANK M NGUYEN	03/01/2022	\$1,729.00
00677225	H2192	HOC VAN NGUYEN	03/01/2022	\$1,930.00
00677226	H4623	LINDA MAI NGUYEN	03/01/2022	\$1,584.00
00677227	H4473	MAI NGUYEN	03/01/2022	\$725.00
00677228	H00175	NAM V NGUYEN	03/01/2022	\$1,178.00
00677229	H4061	NGUYEN, NICOLE U	03/01/2022	\$846.00
00677230	H4728	QUOC KIM NGUYEN	03/01/2022	\$1,646.00
00677231	H4529	STEVEN NGUYEN	03/01/2022	\$1,035.00
00677232	H00262	TAI ANH NGUYEN	03/01/2022	\$2,352.00
00677233	H9044	THANH VAN NGUYEN	03/01/2022	\$3,110.00
00677234	H4682	THUY T NGUYEN	03/01/2022	\$1,301.00
00677235	H00086	TRINH NGUYEN	03/01/2022	\$2,110.00
00677236	H3103	NICOLE UYEN NGUYEN	03/01/2022	\$813.00

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00677237	H2879	PAULINE KIMPHUNG NGUYEN	03/01/2022	\$4,487.00
00677238	H2526	SHERRY LIEU NGUYEN	03/01/2022	\$1,209.00
00677239	H1027	TON SANH NGUYEN	03/01/2022	\$1,331.00
00677240	H3114	TRACY NGUYEN	03/01/2022	\$672.00
00677241	H2699	THUY-TIEN NGUYEN-TU	03/01/2022	\$1,698.00
00677242	H3404	NORTHWOOD PLACE	03/01/2022	\$4,373.00
00677243	H00198	NOVAVILLE LLC	03/01/2022	\$1,228.00
00677244	H00212	OCEAN BREEZE VILLAS	03/01/2022	\$1,473.00
00677245	H00041	OLIVIA THANH CAPITALS LLC	03/01/2022	\$2,436.00
00677246	H4644	PALMA VISTA APTS, LLC	03/01/2022	\$1,443.00
00677247	H00193	PARK RIDGE ENTERPRISE LP	03/01/2022	\$1,379.00
00677248	H2739	CHONG PIL PARK	03/01/2022	\$1,371.00
00677249	H4351	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	03/01/2022	\$1,764.00
00677250	H4582	ANH THI PHAM	03/01/2022	\$1,684.00
00677251	H4800	DAVID VU PHAM	03/01/2022	\$1,606.00
00677252	H00150	DON PHU PHAM	03/01/2022	\$2,517.00
00677253	H00182	JULIE NGOC PHAM	03/01/2022	\$880.00
00677254	H3817	QUYEN PHAM	03/01/2022	\$1,124.00
00677255	H1049	TUNG PHAM	03/01/2022	\$1,944.00
00677256	H4786	HUNG PHAN	03/01/2022	\$2,143.00
00677257	H00232	WILSON M PHAN	03/01/2022	\$1,470.00
00677258	H00225	VICKY T PHAN-VO	03/01/2022	\$1,428.00
00677259	H4509	PLAZA WOODS, LLC	03/01/2022	\$5,183.00
00677260	H4535	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	03/01/2022	\$1,348.00
00677261	H3801	RANCHO ALISAL	03/01/2022	\$1,713.00
00677262	H4353	RAYMOND AND LYNN RUAIS	03/01/2022	\$893.00
00677263	H3488	CELESTE SCHWERMANN	03/01/2022	\$1,333.00
00677264	H4448	SE AMSTER	03/01/2022	\$1,093.00
00677265	H00228	MARY E SHEN	03/01/2022	\$1,288.00
00677266	H4241	SILO NORTHEAST, LLC	03/01/2022	\$3,101.00
00677267	H4811	STONECREST POINT APTS	03/01/2022	\$1,751.00
00677268	H00241	SULLIVAN PROPERTY MANAGEMENT	03/01/2022	\$3,090.00
00677269	H4590	CATHY TA	03/01/2022	\$2,875.00
00677270	H00147	DANNY HOANG TA	03/01/2022	\$1,613.00

**CITY OF GARDEN GROVE
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00677271	H00268	TARA HILL APARTMENT	03/01/2022	\$3,356.00
00677272	H4409	TERESINA APARTMENTS	03/01/2022	\$1,202.00
00677273	H00113	THE HUNTINGTON PARTNERSHIP	03/01/2022	\$1,715.00
00677274	H00087	THE RETREAT AT MIDWAY CITY (WSH MANAGEMENT)	03/01/2022	\$9,745.00
00677275	H1959	THOMSON EQUITIES	03/01/2022	\$1,335.00
00677276	H6710	THOMSON EQUITIES	03/01/2022	\$2,353.00
00677277	H4720	TIC INVESTMENT COMPANY, LLC	03/01/2022	\$1,944.00
00677278	H4726	TIC INVESTMENT COMPANY, LLC	03/01/2022	\$8,371.00
00677279	H00257	TKN DBA GROVESIDE LLC	03/01/2022	\$2,305.00
00677280	H4616	VINH THAT TON	03/01/2022	\$1,077.00
00677281	H00075	IVY TONNU-MIHARA	03/01/2022	\$1,350.00
00677282	H3577	EDWARD T TRAN	03/01/2022	\$1,252.00
00677283	H4688	ERIC TRAN	03/01/2022	\$726.00
00677284	H3686	LIEN KIM TRAN-NGUYEN	03/01/2022	\$1,053.00
00677285	H4422	TRG FULLERTON AFFORDABLE, LP / VENTANA APARTMENTS	03/01/2022	\$931.00
00677286	H4493	TRANG N TRINH	03/01/2022	\$1,153.00
00677287	H00056	LUCKY LUC TRUONG	03/01/2022	\$1,225.00
00677288	H2187	THUAN BICH TRUONG	03/01/2022	\$1,288.00
00677289	H2335	THUAN BICH TRUONG	03/01/2022	\$4,178.00
00677290	H2410	SON BICH TRUONG	03/01/2022	\$1,020.00
00677291	H0146	ANGELO S TURI	03/01/2022	\$2,552.00
00677292	H00199	LISA TO VAN	03/01/2022	\$1,443.00
00677293	H2982	MARCO VELASTEGUI	03/01/2022	\$1,449.00
00677294	H3943	VILLA CAPRI ESTATES	03/01/2022	\$2,034.00
00677295	H2717	THUA VINH	03/01/2022	\$544.00
00677296	H4662	VISTA DEL SOL APARTMENTS	03/01/2022	\$1,301.00
00677297	H9103	VISTA DEL SOL APTS	03/01/2022	\$1,098.00
00677298	H1723	KIMCHI VO	03/01/2022	\$1,678.00
00677299	H4327	THIEN T VO	03/01/2022	\$867.00
00677300	H3476	TIN TRUNG VO	03/01/2022	\$1,471.00
00677301	H1805	VPM BRIDGES APTS	03/01/2022	\$266.00
00677302	H3637	VPM MANAGEMENT	03/01/2022	\$1,210.00
00677303	H3088	VPM SHER LANE, LP	03/01/2022	\$2,740.00

**CITY OF GARDEN GROVE
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00677304	H00065	HUNG TRONG VU	03/01/2022	\$1,727.00	
00677305	H00146	LONG DUC VU	03/01/2022	\$894.00	
00677306	H00074	SU T VU	03/01/2022	\$1,986.00	
00677307	H2900	DANNY VU	03/01/2022	\$1,763.00	
00677308	H0719	NEIL E WEST	03/01/2022	\$1,297.00	
00677309	H1934	WINDSOR-DAWSON, LP	03/01/2022	\$5,765.00	
00677310	H3429	WINDWOOD KNOLL APARTMENTS	03/01/2022	\$3,459.00	
00677311	H00118	WOODBIDGE APARTMENTS	03/01/2022	\$1,408.00	
00677312	H3506	WOODBURY SQUARE	03/01/2022	\$1,650.00	
00677313	H00190	JAIMIE L YIANG	03/01/2022	\$1,423.00	
			EFT:	982	\$2,944,793.64
			Check:	207	\$447,938.93
			Total:	1,189	\$3,392,732.57



City of Garden Grove
Certificate of Warrants
Register Dates:
3/2/2022

This is to certify the demands covered by Wire numbers 00000963 through 00000965, EFT numbers 00021233 through 00021246, and check numbers 00677314 through 00677379 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Notes:

A handwritten signature in blue ink, appearing to read 'Patricia Song'. The signature is fluid and cursive, written over a horizontal line.

Finance Director
Patricia Song

**CITY OF GARDEN GROVE
GGFEFM001 Warrant Register**

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00000963	V00792	SO CALIF GAS CO	03/02/2022	\$26,068.96
00000964	PC000062	UNION BANK PCARD AUTO PAYMENT	03/02/2022	\$31,160.37
00000965	V00813	UNION BANK	03/02/2022	\$839.08
00021233	V00585	ADMINSURE	03/02/2022	\$16,939.00
00021234	V02878	ADMIRAL PEST CONTROL, INC.	03/02/2022	\$1,284.00
00021235	V02837	ALLIED UNIVERSAL SECURITY SERVICES	03/02/2022	\$58,344.04
00021236	V00650	BUREAU VERITAS NORTH AMERICA, INC	03/02/2022	\$56,170.90
00021237	V00224	CDW-GOVERNMENT, INC	03/02/2022	\$888.08
00021238	V01042	CHARLES P CROWLEY CO, INC	03/02/2022	\$8,280.61
00021239	V02889	CHILD SAFETY SOLUTIONS. INC	03/02/2022	\$5,000.00
00021240	V01391	INTELEPEER CLOUD COMMUNICATIONS, LLC	03/02/2022	\$2,200.29
00021241	V00368	JOHNSON CONTROLS SECURITY SOLUTIONS	03/02/2022	\$3,869.69
00021242	V00722	KEYSER/MARSTON ASSOCIATES, INC	03/02/2022	\$1,687.50
00021243	V02733	PITNEY BOWES GLOBAL FINANCIAL SERVICES	03/02/2022	\$1,732.67
00021244	V01945	SAFEWAY SIGN COMPANY	03/02/2022	\$545.39
00021245	V00257	WEST GROVE VOLLEYBALL, LLC	03/02/2022	\$2,227.01
00021246	V01474	WEX BANK	03/02/2022	\$1,640.83
00677314	V00280	ACA COMPLIANCE SERVICES, INC	03/02/2022	\$1,043.25
00677315	V01697	AECOM TECHNICAL SERVICES, INC	03/02/2022	\$846.75
00677316	V00048	AIS ADVANCED IMAGING STRATEGIES, INC	03/02/2022	\$110.93
00677317	V00627	AKM CONSULTING ENGINEERS	03/02/2022	\$261,004.50
00677318	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	03/02/2022	\$711.12
00677319	OTV001115	ANNE VO	03/02/2022	\$1,000.00
00677320	V02688	AT&T MOBILITY NATIONAL ACCOUNTS, LLC	03/02/2022	\$95.00
00677321	V00145	AUTONATION FORD TUSTIN	03/02/2022	\$727.12
00677322	H7330	BAHIA VILLAGE MOBILEHOME PARK	03/02/2022	\$946.00
00677323	V02740	BOARD UP DOMINGUEZ INC	03/02/2022	\$1,400.00
00677324	V00649	BROWNELLS, INC	03/02/2022	\$157.68
00677325	V00655	C WELLS PIPELINE MATERIALS, INC	03/02/2022	\$14,545.31
00677326	V00554	CARL WARREN & CO	03/02/2022	\$8,354.85
00677327	V00579	COASTLINE EQUIPMENT	03/02/2022	\$1,631.68
00677328	V02639	COMMONWEALTH LAND TITLE	03/02/2022	\$575.00
00677329	V00667	CONTINENTAL CONCRETE CUTTING	03/02/2022	\$2,288.00

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00677330	V00298	COSTAR GROUP, INC	03/02/2022	\$492.24
00677331	OTV001849	BAO DANG	03/02/2022	\$1,000.00
00677332	V00067	DENNIS GRUBB & ASSOCIATES, LLC	03/02/2022	\$350.00
00677333	V00676	DUNN-EDWARDS CORPORATION	03/02/2022	\$258.86
00677334	V02449	EMBASSY CONSULTING SERVICES LLC	03/02/2022	\$250.00
00677335	V00392	FIVE STAR TAEKWONDO	03/02/2022	\$227.55
00677336	V01544	FOCUS INTERPRETING	03/02/2022	\$1,663.60
00677337	V00054	GALLS LLC	03/02/2022	\$1,447.86
00677338	OTV001854	SAMANTHA GALVIN	03/02/2022	\$195.00
00677339	V00702	GRAFFITI PROTECTIVE COATINGS, INC	03/02/2022	\$40,086.69
00677340	V00116	JOHNNY ALLEN TENNIS ACADEMY	03/02/2022	\$392.49
00677341	OTV001853	KDC CONSTRUCTION	03/02/2022	\$1,000.00
00677342	V01563	LIFE-ASSIST, INC	03/02/2022	\$195.75
00677343	OTV001726	CHAN LAY LIM	03/02/2022	\$11.00
00677344	V01177	METROLINK TRAINS	03/02/2022	\$462.00
00677345	V00362	NICOLE MYERS	03/02/2022	\$31.50
00677346	V00557	NATIONAL CONSTRUCTION RENTALS	03/02/2022	\$790.43
00677347	OTV001851	KEVIN NGUYEN	03/02/2022	\$1,000.00
00677348	OTV001852	LINZE NICHOLS	03/02/2022	\$11.00
00677349	OTV001264	DANH NINH	03/02/2022	\$1,000.00
00677350	V00156	NTH GENERATION COMPUTING, INC	03/02/2022	\$15,197.00
00677351	V00209	WHJ OCN,IND	03/02/2022	\$346.60
00677352	V00530	ORANGE COUNTY APPLIANCE PARTS	03/02/2022	\$12.94
00677353	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	03/02/2022	\$50.00
00677354	V00761	PETTY CASH - MUN SRVC CTR	03/02/2022	\$520.92
00677355	V01588	PHAN, DIEM P	03/02/2022	\$155.90
00677356	V00045	PRIMARY &MULTI-SPECIALTY CLINICS OF ANAHEIM	03/02/2022	\$1,060.00
00677357	V00169	PSI	03/02/2022	\$237.57
00677358	V00779	S C YAMAMOTO, INC	03/02/2022	\$1,310.00
00677359	V02896	SANTA ANA BLUE PRINT/SABP	03/02/2022	\$306.62
00677360	V00542	SCHORR METALS, INC	03/02/2022	\$28.10
00677361	V00120	SIEMENS MOBILITY, INC	03/02/2022	\$10,736.50
00677362	V00789	SO CALIF EDISON CO	03/02/2022	\$274.87

**CITY OF GARDEN GROVE
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00677363	V01119	STANDARD INSURANCE CO RAS EXECUTIVE BENEFITS	03/02/2022	\$884.27
00677364	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	03/02/2022	\$23,495.73
00677365	V00798	STEVEN ENTERPRISES, INC	03/02/2022	\$5,640.02
00677366	V00475	T-MOBILE USA, INC	03/02/2022	\$90.00
00677367	V00528	THE ORANGE COUNTY HUMANE SOCIETY	03/02/2022	\$24,166.66
00677368	V02881	THOMCO CONSTRUCTION, INC.	03/02/2022	\$13,815.85
00677369	OTV001855	DE TON	03/02/2022	\$2,000.00
00677370	V01123	TRANSAMERICA EMPLOYEE BENEFITS	03/02/2022	\$3,870.60
00677371	OTV001850	DAVID LE TRUONG	03/02/2022	\$1,000.00
00677372	V02799	TUNNELWORKS SERVICES INC.	03/02/2022	\$133,574.67
00677373	V01094	ULINE, INC	03/02/2022	\$1,390.84
00677374	V02689	UNITED SITE SERVICES OF CALIFORNIA, INC.	03/02/2022	\$201.88
00677375	V00501	US BEHAVIORAL HEALTH PLAN, CA	03/02/2022	\$1,450.65
00677376	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	03/02/2022	\$9,127.92
00677377	V01285	WARD A GLASBY, INC GLASBY MAINTENANCE SUPPLY	03/02/2022	\$2,813.91
00677378	V01731	WILLDAN ENGINEERING	03/02/2022	\$1,722.50
00677379	V00039	XEROX CORPORATION	03/02/2022	\$11,571.12
			EFT: 14	\$160,810.01
			Check: 69	\$671,425.21
			Total: 83	\$832,235.22



City of Garden Grove
Certificate of Warrants
Register Dates:
3/9/2022

This is to certify the demands covered by Wire numbers 00000921 through 00000983, EFT numbers 00021247 through 00021281, and check numbers 00677380 through 00677520 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Wires 00000948 through 00000962 were included on 2/24/2022
Wires 00000963 through 00000965 were included on 3/2/2022

Finance Director
Patricia Song

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00000921	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$320,426.18
00000922	V01375	EMPLOYMENT DEVELOPMENT	03/04/2022	\$119,177.84
00000923	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$87,864.12
00000924	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$13,419.12
00000925	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$13,323.04
00000926	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$1,359.66
00000927	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$230,420.05
00000928	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$67,017.57
00000929	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$67,017.57
00000930	V01375	EMPLOYMENT DEVELOPMENT	03/04/2022	\$119,177.84
00000931	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$87,567.96
00000932	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$13,188.03
00000933	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$13,323.04
00000934	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$2,323.72
00000935	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$230,099.60
00000936	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$30,715.35
00000937	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$30,715.35
00000938	V01375	EMPLOYMENT DEVELOPMENT	03/04/2022	\$90,028.89
00000939	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$87,873.19
00000940	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$12,883.36
00000941	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$13,202.89
00000942	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$2,720.94
00000943	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$807.66
00000944	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$92.47
00000945	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$92.47
00000946	V01375	EMPLOYMENT DEVELOPMENT	03/04/2022	\$326.42
00000947	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$25.00
00000966	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$231,239.87
00000967	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$30,969.25
00000968	V02724	DEPARTMENT OF THE TREA	03/04/2022	\$30,969.25
00000969	V01375	EMPLOYMENT DEVELOPMENT	03/04/2022	\$90,795.73
00000970	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$88,125.11
00000971	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$12,329.25

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00000972	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$13,202.89
00000973	V02725	EMPOWER RETIREMENT, LL	03/04/2022	\$2,778.76
00000974	V02152	EXPERT PAY CHILD SUPPO	03/04/2022	\$1,691.06
00000975	V02091	MARYLAND CHILD SUPPORT	03/04/2022	\$343.38
00000976	V00805	TIME WARNER CABLE	03/09/2022	\$2,899.94
00000977	V00789	SO CALIF EDISON CO	03/09/2022	\$2,698.82
00000978	V02724	DEPARTMENT OF THE TREA	03/09/2022	\$315,768.68
00000979	V01375	EMPLOYMENT DEVELOPMENT	03/09/2022	\$99,028.61
00000980	V02725	EMPOWER RETIREMENT, LL	03/09/2022	\$115,898.93
00000981	V02152	EXPERT PAY CHILD SUPPO	03/09/2022	\$1,691.06
00000982	V02091	MARYLAND CHILD SUPPORT	03/09/2022	\$343.38
00000983	V00789	SO CALIF EDISON CO	03/09/2022	\$7,776.18
00021247	V02837	ALLIED UNIVERSAL SECURITY SERVICES	03/09/2022	\$12,774.70
00021248	V00422	ARC DOCUMENT SOLUTIONS, LLC	03/09/2022	\$307.71
00021249	V02786	BLUE VIOLET NETWORKS, LLC	03/09/2022	\$8,613.12
00021250	V00657	CALIF FORENSIC PHLEBOTOMY, INC	03/09/2022	\$1,763.36
00021251	V00175	CALIFORNIA YELLOW CAB	03/09/2022	\$5,408.35
00021252	V01042	CHARLES P CROWLEY CO, INC	03/09/2022	\$5,000.00
00021253	V02708	CHC: CREATING HEALTHIER COMMUNITIES	03/09/2022	\$45.00
00021254	V00456	CIVOS, INC	03/09/2022	\$750.00
00021255	V00718	DANGELO CO (JWD ANGELO CO INC)	03/09/2022	\$5,087.54
00021256	V00679	ENTERPRISE FLEET MGMT, INC	03/09/2022	\$4,623.80
00021257	V02901	EVERYTHING BRANDED USA INC	03/09/2022	\$8,021.00
00021258	V00376	FERNANDEZ, ANTHONY JORDAN	03/09/2022	\$651.00
00021259	V00103	GARDEN GROVE AUTOMOTIVE	03/09/2022	\$500.00
00021260	OTV000879	GARDEN GROVE POLICE ASSOCIATION	03/09/2022	\$16,021.15
00021261	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	03/09/2022	\$3,455.00
00021262	V00218	GRAINGER	03/09/2022	\$452.00
00021263	V00716	INTERVAL HOUSE	03/09/2022	\$3,008.00
00021264	V01286	JTB SUPPLY CO, INC	03/09/2022	\$5,689.80
00021265	V02774	KORDICH CONSTRUCTION, INC.	03/09/2022	\$254,503.78
00021266	V00356	LA OPINION, EL DIARIO, LA RAZA, LA OPINION DE LA	03/09/2022	\$856.00
00021267	V02843	LOADOMETER CORPORATION	03/09/2022	\$20,380.00
00021268	V01817	LSA ASSOCIATES, INC	03/09/2022	\$866.50

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00021269	V01657	LYTLE SCREENPRINTING, INC	03/09/2022	\$700.38
00021270	V00271	MONTROSE AIR QUALITY SERVICES, LLC	03/09/2022	\$6,900.00
00021271	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	03/09/2022	\$3,546.11
00021272	V02887	PACIFIC MECHANICAL SUPPLY	03/09/2022	\$1,122.30
00021273	V00401	REPUBLIC WASTE SERVICES OF SO CALIFORNIA, LLC	03/09/2022	\$9,823.33
00021274	V00255	STATEWIDE SAFETY SYSTEMS	03/09/2022	\$2,271.36
00021275	V00384	STOMMEL, INC	03/09/2022	\$14,361.91
00021276	V01458	TOYOTA OF GARDEN GROVE	03/09/2022	\$8,000.00
00021277	V01460	TRAUMA INTERVENTION PROGRAMS, INC	03/09/2022	\$5,306.75
00021278	V02803	VALLEY MAINTENANCE CORP.	03/09/2022	\$21,900.00
00021279	V00035	VERITIV OPERATING COMPANY	03/09/2022	\$476.06
00021280	V00202	WIRELESS TELEMATICS, LLC	03/09/2022	\$360.00
00021281	V02089	SHANNON WAINWRIGHT	03/09/2022	\$553.85
00677380	OTV001867	A.R. MAYS CONSTRUCTION	03/09/2022	\$2,434.84
00677381	V02594	AGA ENGINEERS, INC.	03/09/2022	\$3,640.00
00677382	OTV001863	ROSALYND AGUIRRE	03/09/2022	\$500.00
00677383	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	03/09/2022	\$675.02
00677384	V00635	ALL CITY MANAGEMENT SERVICES, INC	03/09/2022	\$25,465.11
00677385	V00238	AMERINAT	03/09/2022	\$1,206.65
00677386	V00514	AMTECH ELEVATOR SERVICES	03/09/2022	\$891.97
00677387	OTV001691	DANA MACHELLE ANDREWS	03/09/2022	\$35.00
00677388	V00647	ANTHONY BIRMINGHAM WINDOW CLEANING	03/09/2022	\$1,207.00
00677389	V01162	SONIA LISA ASENCIO	03/09/2022	\$32.00
00677390	V00864	ASSOCIATED SOILS ENGINEERING, INC	03/09/2022	\$10,655.00
00677391	V00145	AUTONATION FORD TUSTIN	03/09/2022	\$381.17
00677392	V00959	ROBERT S BALDWIN	03/09/2022	\$42.00
00677393	V00646	BENDRITE SHEET METAL, INC	03/09/2022	\$87.28
00677394	V00249	BLAIS & ASSOCIATES, LLC	03/09/2022	\$472.50
00677395	V01038	BRUCE HALL LAND SURVEYOR, INC	03/09/2022	\$4,700.00
00677396	OTV001837	PHUONG BUI	03/09/2022	\$101.00
00677397	V01494	C G LANDSCAPE, INC	03/09/2022	\$1,484.00
00677398	V00655	C WELLS PIPELINE MATERIALS, INC	03/09/2022	\$4,977.49
00677399	V01101	CAHA	03/09/2022	\$575.00
00677400	V00561	CALIFORNIA BUILDING OFFICIALS	03/09/2022	\$1,145.00

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00677401	V01135	CAMFIL, USA, INC	03/09/2022	\$446.14
00677402	V00554	CARL WARREN & CO	03/09/2022	\$55.02
00677403	V00534	CHEM PRO LABORATORY, INC	03/09/2022	\$403.00
00677404	V00664	CIVILTEC ENGINEERING, INC	03/09/2022	\$12,377.37
00677405	V00654	CLEA CALIF LAW ENFORCEMENT ASSOC	03/09/2022	\$3,340.75
00677406	V00596	CLEANSTREET	03/09/2022	\$3,076.80
00677407	V00579	COASTLINE EQUIPMENT	03/09/2022	\$470.53
00677408	V00546	COMMUNITY SENIORSERV	03/09/2022	\$5,000.00
00677409	V00666	COMMUNITY VETERINARY HOSPITAL INC	03/09/2022	\$2,020.00
00677410	V00667	CONTINENTAL CONCRETE CUTTING	03/09/2022	\$2,475.00
00677411	V00620	COUNTY OF ORANGE	03/09/2022	\$1,248.00
00677412	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	03/09/2022	\$1,440.42
00677413	V02040	CPRS NPSI	03/09/2022	\$570.00
00677414	OTV001864	THUY DANG	03/09/2022	\$1,000.00
00677415	V00481	DATA TICKET, INC	03/09/2022	\$27.25
00677416	V02871	DBS ADMINISTRATORS, INC.	03/09/2022	\$6,309.09
00677417	OTV001869	MADISON DELORIEA	03/09/2022	\$53.32
00677418	OTV001860	THU LAN DO	03/09/2022	\$69.00
00677419	V02227	DONOVAN DISTRIBUTION INC	03/09/2022	\$1,844.80
00677420	V01372	EBIX, INC	03/09/2022	\$303.74
00677421	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	03/09/2022	\$23,410.00
00677422	V00336	EXCLUSIVE AUTO DETAIL	03/09/2022	\$534.00
00677423	V00233	FACTORY MOTOR PARTS CO BIN 139107	03/09/2022	\$579.94
00677424	V00412	FEDERAL EXPRESS CORP	03/09/2022	\$465.78
00677425	V00829	FERGUSON ENTERPRISES, INC 1350	03/09/2022	\$3,944.75
00677426	V00502	FIREMASTER	03/09/2022	\$3,400.61
00677427	V00685	FLOWERS BY CINA, INC	03/09/2022	\$290.60
00677428	V01691	FOCUS MEDIA GROUP, INC	03/09/2022	\$680.00
00677429	V02257	FRANCHISE TAX BOARD	03/09/2022	\$447.35
00677430	V00143	FRYE SIGN CO	03/09/2022	\$920.00
00677431	V02394	FUN CUTS 4 KIDS	03/09/2022	\$500.00
00677432	V00054	GALLS LLC	03/09/2022	\$814.43
00677433	V01382	GARDEN GROVE NISSAN, LP	03/09/2022	\$4,000.00

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00677434	V00588	GMS AUTOGLASS	03/09/2022	\$332.92
00677435	V00266	GOVERNMENT SOCIAL MEDIA, LLC	03/09/2022	\$79.00
00677436	OTV001868	CONRAD CHAY GUTIERREZ	03/09/2022	\$160.00
00677437	V02116	HABITAT FOR HUMANITY OF ORANGE COUNTY, INC.	03/09/2022	\$6,000.00
00677438	V00503	HF&H CONSULTANTS, LLC	03/09/2022	\$6,914.00
00677439	V00711	HILL'S BROS LOCK & SAFE, INC	03/09/2022	\$3,533.59
00677440	V00710	HILLCO FASTENER WAREHOUSE	03/09/2022	\$3.69
00677441	V00712	HINDERLITER, DE LLAMAS & ASSOCIATES	03/09/2022	\$6,750.00
00677442	V02308	HIRSCH PIPE & SUPPLY CO. INC	03/09/2022	\$337.82
00677443	V00034	HOME DEPOT CREDIT SERVICES	03/09/2022	\$4,345.34
00677444	V02447	HUMAN OPTIONS	03/09/2022	\$9,847.32
00677445	V01091	HUNTINGTON BEACH CHRYSLER JEEP	03/09/2022	\$133.61
00677446	V00135	IMPERIAL SPRINKLER SUPPLY, INC	03/09/2022	\$1,791.64
00677447	V00531	IRV SEAVER MOTORCYCLES	03/09/2022	\$2,258.46
00677448	V00697	J GARDNER & ASSOCIATES, LLC	03/09/2022	\$4,990.75
00677449	V00071	JM NURSERY	03/09/2022	\$1,011.37
00677450	OTV001154	JOHN PAUL ZEMPOALTECA	03/09/2022	\$42.00
00677451	OTV001856	AMANDA XAN JOYA	03/09/2022	\$38.00
00677452	V00725	KNORR SYSTEMS, INC	03/09/2022	\$2,006.20
00677453	V00435	LANGUAGE LINE SERVICES	03/09/2022	\$82.72
00677454	V00728	LAWSON PRODUCTS, INC	03/09/2022	\$4,563.70
00677455	V00402	LEXISNEXIS RISK SOLUTIONS ACCOUNT #1008503	03/09/2022	\$363.25
00677456	V01563	LIFE-ASSIST, INC	03/09/2022	\$783.00
00677457	V02045	LIGHTSTYLES BY LIGHT BULBS ETC	03/09/2022	\$96.89
00677458	V00299	LOOPNET	03/09/2022	\$237.50
00677459	V00610	LT PROPERTIES	03/09/2022	\$55,294.35
00677460	OTV001836	MARIA GUADALUPE LUJANO	03/09/2022	\$16.00
00677461	V00900	NGOC HA THI MAI	03/09/2022	\$61.00
00677462	OTV001865	NICK MARTINEZ	03/09/2022	\$53.00
00677463	V00634	MAYFLOWER DISTRIBUTING COMPANY, INC.	03/09/2022	\$30.54
00677464	V00420	MIKE RAAHAUGES SHOOTING ENTERPRISES	03/09/2022	\$176.00
00677465	OTV001798	MAIAISHA CONTREECE MILES	03/09/2022	\$3.00
00677466	V02408	MOORE IACOFANO GOLTSMAN, INC	03/09/2022	\$7,563.60
00677467	V00219	NAHRO	03/09/2022	\$3,655.72

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00677468	V01253	NATEC INTERNATIONAL, INC	03/09/2022	\$4,215.00
00677469	V01280	NATIONAL CREDIT REPORTING	03/09/2022	\$167.40
00677470	V01987	AMY TU UYEN NGUYEN	03/09/2022	\$34.00
00677471	V01173	BECKY NGUYEN	03/09/2022	\$117.00
00677472	V02010	BINH V NGUYEN	03/09/2022	\$8.00
00677473	OTV001526	CO NGUYEN	03/09/2022	\$93.00
00677474	OTV001866	CUC NGUYEN	03/09/2022	\$1,000.00
00677475	OTV001862	PHAT NGUYEN	03/09/2022	\$1,000.00
00677476	OTV001835	QUANG TRIEU VINH NGUYEN	03/09/2022	\$4.00
00677477	V00742	NICKEY PETROLEUM CO , INC	03/09/2022	\$591.60
00677478	V00209	WHJ OCN,IND	03/09/2022	\$1,155.00
00677479	V00371	OFFICE DEPOT, INC	03/09/2022	\$2,223.02
00677480	V00530	ORANGE COUNTY APPLIANCE PARTS	03/09/2022	\$4.67
00677481	V01530	ORANGE COUNTY SANITATION DIST, INC	03/09/2022	\$79,774.08
00677482	V02110	PAULINE BUI	03/09/2022	\$55.00
00677483	OTV001834	MARIA ELISA R PEREZ TAPIA	03/09/2022	\$12.00
00677484	OTV001859	TAM VAN PHAM	03/09/2022	\$41.00
00677485	V00100	PRO LOGO	03/09/2022	\$5,396.45
00677486	V00127	QUALITY CODE PUBLISHING	03/09/2022	\$1,449.50
00677487	OTV001839	EDGAR ROMAN	03/09/2022	\$36.00
00677488	V02343	ROSE THU TRAN	03/09/2022	\$18.00
00677489	V01436	SAFE MOVES	03/09/2022	\$4,441.25
00677490	OTV001858	MARGREET ESHAK WASSILY SEEF	03/09/2022	\$66.00
00677491	V01612	SENFTEN INC	03/09/2022	\$350.00
00677492	V00784	SHOETERIA	03/09/2022	\$479.46
00677493	V00120	SIEMENS MOBILITY, INC	03/09/2022	\$300.00
00677494	V02717	SIG SAUER, INC.	03/09/2022	\$1,534.00
00677495	V00789	SO CALIF EDISON CO	03/09/2022	\$1,234.34
00677496	V00788	SOUTH COAST AQMD	03/09/2022	\$2,135.51
00677497	V01961	SOUTHWEST WEAR PARTS CO	03/09/2022	\$3,598.33
00677498	V02206	STANDUP FOR KIDS, INC.	03/09/2022	\$5,483.30
00677499	OTV001742	LEONOR HERNANDEZ SUAREZ	03/09/2022	\$63.00
00677500	V00228	SUPERION, LLC	03/09/2022	\$11,287.50
00677501	OTV001793	TUONG VINH TA	03/09/2022	\$4.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Mar 3, 2022 and Mar 9, 2022
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Mar 16, 2022 4:42:00 PM

Page 7

Check	Vendor #	Vendor Name	Issue Date	Check Amount	
00677502	V02258	TAIT & ASSOCIATES	03/09/2022	\$1,270.75	
00677503	V00568	TEAM OF ADVOCATES FOR SPECIAL KIDS	03/09/2022	\$740.75	
00677504	OTV001838	SABO THI THACH	03/09/2022	\$46.00	
00677505	V01389	THE HOME DEPOT PRO	03/09/2022	\$190.80	
00677506	V00193	THE PM GROUP	03/09/2022	\$5,326.58	
00677507	OTV001857	JENNIFER D. TILZER	03/09/2022	\$18.00	
00677508	V00068	TOMAHAWK LIVE TRAP, LLC	03/09/2022	\$793.98	
00677509	OTV001797	HANH KIEU TRAM	03/09/2022	\$4.00	
00677510	OTV001833	CHRISTINE THI TRAN	03/09/2022	\$52.00	
00677511	OTV001694	DUNG KIM TRAN	03/09/2022	\$103.00	
00677512	OTV001743	NIKKI TRAN	03/09/2022	\$75.00	
00677513	OTV001794	TONY TRAN	03/09/2022	\$24.00	
00677514	V00809	TURBO DATA SYSTEMS, INC	03/09/2022	\$18,987.81	
00677515	V01948	RENEE LYNN VICTOR	03/09/2022	\$23.00	
00677516	V01465	VOLKSWAGEN OF GARDEN GROVE	03/09/2022	\$1,000.00	
00677517	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	03/09/2022	\$7,597.58	
00677518	V00527	WALTERS WHOLESALE ELECTRIC	03/09/2022	\$331.80	
00677519	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	03/09/2022	\$6,554.00	
00677520	OTV001861	CHARLES ZABINSKI	03/09/2022	\$53.00	
			EFT:	35	\$434,099.86
			Check:	186	\$3,142,084.64
			Total:	221	\$3,576,184.50

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development Department
Subject:	Approval of the Fiscal Year 2022-23 Annual Action Plan and authorize submittal to the Department of Housing and Urban Development. (Action Item)		
		Date:	3/22/2022

OBJECTIVE

For the City Council to conduct a public hearing on the City of Garden Grove’s (City) Fiscal Year (FY) 2022-23 Action Plan for the use of the Federal Government Department of Housing and Urban Development funds, and to authorize the submittal of the Action Plan.

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) requires a public hearing be conducted prior to the approval of the FY 2022-23 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, 2022. 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 2022-23 Action Plan is available on the City’s webpage for public review until March 22, 2022 (ggcity.org/neighborhood-improvement/reports).

DISCUSSION

Approximately \$5.6 million in HUD funds will be available during FY 2022-23. This budget includes approximately \$2.5 million of carryover, or previously unallocated HUD funds from prior years’ entitlement allocations, and a new entitlement allocation of \$3 million in HUD funds, as depicted below:

HUD Funds	FY 2022-23 Allocation	Prior Year Carryover	Total Funding
CDBG	\$2,010,728	\$1,575,000	\$3,585,728
HOME	\$838,015	\$1,000,000	\$1,838,015
ESG	\$173,143	\$0	\$173,143

Total	\$3,021,886	\$2,575,000	\$5,596,886
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Program plans and funding recommendations for FY 2022-23 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 2022-23, 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 \$304,598 for FY 2022-23.

- *Special Resource Team* – Fund at \$122,292 to assist 1,000 homeless individuals with essential services and referrals to emergency shelter.
- *Senior Center Services* – Fund at \$162,306 to assist 300 seniors.
- *Meals on Wheels Program* – Fund at \$20,000 to assist 230 individuals.

Public Facilities and Infrastructure: Approximately \$800,000 in CDBG funds is recommended for the Josephine/Acacia Street Project and is projected to assist approximately 3,050 individuals. Additionally, roughly **\$1,300,000** in unexpended prior year resources will be carried over to complete the Josephine/Acacia Storm Drain and Community Center Bridge rehabilitation projects.

Owner Occupied Housing Rehabilitation: Approximately \$100,000 in CDBG funds will be allocated to Habitat for Humanity of Orange County to complete 16 owner-occupied rehabilitation projects for single-family homeowners in Garden Grove. Approximately, **\$75,000** in unexpended prior year resources will be carried over to complete pending FY 21-22 Home Repair Program projects.

Economic Development: Approximately \$400,000 in CDBG funds is allocated to the Jobs 1st Program and is projected to create/retain about 20 jobs. Additionally, **\$200,000** in unexpended prior year resources will be carried over to fund additional JOBS 1st Program loans and grants.

Affordable Housing: The City recommends allocating \$250,000 in HOME funds to continue tenant-based rental assistance for the Homeless Emergency Assistance and Rental Transition (HEART) Program that Interval House administers. Approximately, **\$1,000,000** in unexpended prior year resources will be carried over to complete the Valley View Senior Villas Tenant-Based Rental Assistance Program and the Stuart Drive Permanent Supportive Housing project.

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 Moving Forward Psychological Institute at \$30,000 to assist 50 homeless individuals with essential services.
- *Emergency Shelter* – Fund Interval House and Illumination Foundation a combined total of \$73,000 to assist 51 homeless individuals with shelter and essential services.
- *Rapid Rehousing* - Fund Illumination Foundation at \$31,963 to assist 4

homeless households with rental assistance and essential services.

- *Homeless Prevention* - Fund Mercy House at \$20,000 to assist 6 households who are at-risk of homelessness with rental assistance and essential services.
- *Homeless Management Information System* - Fund 211 Orange County at \$5,195 to manage the County's Coordinated Entry System and Homeless Management Information System.

Administration: Approximately \$502,916 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.

FINANCIAL IMPACT

The proposed FY 2022-23 Action Plan will allow the City to access \$3 million in new entitlement grants from HUD and an estimated \$2.5 million in unexpended previous year's funds. The allocation of HUD funds effectively leverages competitive grants and the City's General Funds. The FY 2022-23 budget will be amended in accordance with the approved Action Plan.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public hearing and accept comments;
- Approve the Fiscal Year 2022-23 Action Plan;
- Authorize submittal of the Action Plan to the Department of Housing and Urban Development; and
- Authorize the City Manager to execute agreements for administering the Action Plan, and to make modifications as appropriate, on behalf of the City.

ATTACHMENTS:

Description	Upload Date	Type	File Name
FY 22-23 Action Plan	3/10/2022	Exhibit	FY_22-23_AAP_- _PUBLIC_REVIEW_DRAFT_1.pdf



CITY OF GARDEN GROVE

2022 - 23 ANNUAL ACTION PLAN

Performance Period: July 1, 2022 - June 30, 2023

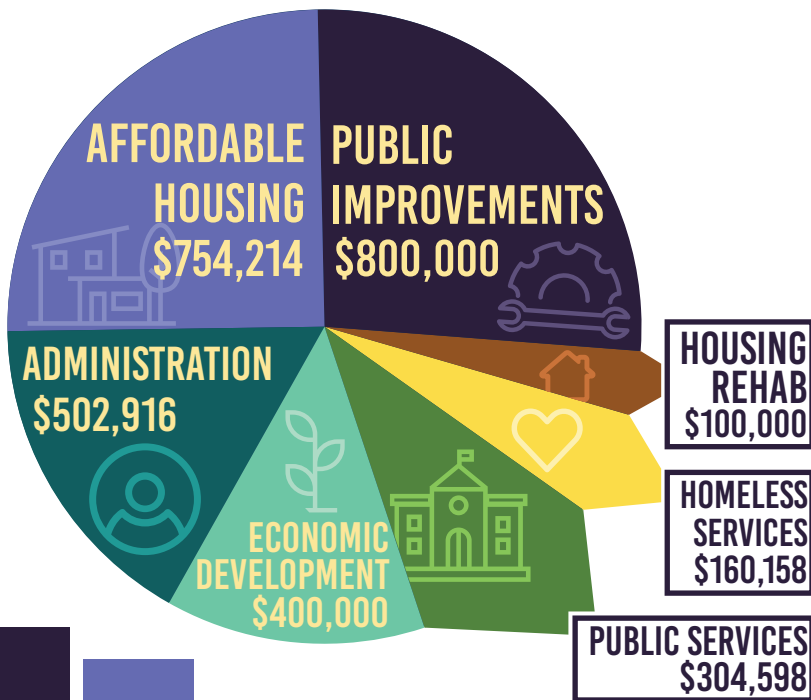


2022 - 23 ANNUAL ACTION PLAN

GARDEN GROVE Performance Period: July 1, 2022 - June 30, 2023

2022 PROJECTED FUNDING

During FY 2022-23, the City of Garden Grove is projecting to utilize a total of \$3,021,886 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.

\$2,010,728 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.

\$838,015 IN HOME funding will be used to develop affordable housing and provide rental assistance to low-income households.

\$173,143 IN ESG funding will be used to provide homeless services through street outreach, emergency shelter, homeless prevention, and rapid rehousing.

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



UNDUPLICATED PERSONS SERVED

12,097 INDIVIDUALS

HOUSING REHABILITATED

16 UNITS

COMMUNITY OUTREACH & EDUCATION

8,300 INDIVIDUALS

HOMELESS ASSISTANCE

127 INDIVIDUALS

FAIR HOUSING SERVICES

200 INDIVIDUALS

MEALS PROVIDED

87,712 MEALS

City of Garden Grove 2022 Annual Action Plan
July 1, 2022 – June 30, 2023
 Submitted to HUD on May 15, 2021

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Appendix A:	Summary of Public Outreach
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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, 2022 through June 30, 2023 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 **\$2,030,654**.

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 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; and
- Improve low-income neighborhoods through infrastructure and public improvement projects.

3. Evaluation of past performance

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

During FY 2021-22, the City estimates expending a total of **\$7,260,000** 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:

- **\$4,200,000** in CDBG funds on administration, public services, capital projects, homeowner rehabilitation, and business assistance activities;
- **\$1,850,000** in HOME funds on administration and the development of affordable housing; and

- **\$1,210,000** 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 **February 18, 2022 and March 22, 2022** on the City's website. Public hearings were held before the NICC on **March 7, 2022** and the City Council on **March 22, 2022** to solicit public comments on the Draft 2022-23 Action Plan. All meeting locations were accessible to persons with disabilities. The public review period and public meetings/hearings for the Draft 2022-23 Action Plan were published in the Orange County News (English), Viet Bao (Vietnamese) and La Opinion (Spanish) on **Friday, February 18, 2022**.

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 2022-23 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; and
- 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(l)

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 2022-23 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(l))

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 - 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 Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. 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.
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
	Briefly describe how the Agency/Group/Organization was consulted. 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
	Briefly describe how the Agency/Group/Organization was consulted. 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 Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. 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
	Briefly describe how the Agency/Group/Organization was consulted. 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 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	See Appendix A	
2	Public Hearing	Non-targeted/broad community	See Appendix A (City Council Meeting)	See Appendix A	See Appendix A	
3	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	See Appendix A	See Appendix A	See Appendix A	

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)
4	Newspaper Ad	Non-English Speaking - Specify other language: Vietnamese Non-targeted/broad community	See Appendix A	See Appendix A	See Appendix A	
5	Newspaper Ad	Non-targeted/broad community	See Appendix A	See Appendix A	See Appendix A	
6	Internet Outreach	Non-targeted/broad community	See Appendix A	See Appendix A	See Appendix A	

Table 4 – Citizen Participation Outre

Expected Resources

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

Introduction

For the one-year period covering July 1, 2022 through June 30, 2023, the City has planned for the following allocations:

- **\$2,030,654** 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 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$2,010,728	0	\$1,575,000	\$3,585,728	\$3,837,962	<p>The amount of CDBG funds available during the planning period is based on actual funds available.</p> <p>Approximately, \$19,926 of the FY 2022-23 CDBG allocation will left unallocated for potential use during the fiscal year. If unused by June 30, 2023, the City will program the funding during next fiscal year.</p> <p>Approximately, \$1,300,000 in unexpended prior year resources will be carried over to complete the following infrastructure projects: Josephine/Acacia Storm Drain and the Community Center Bridge rehabilitation.</p> <p>Approximately, \$275,000 in unexpended prior year resources will be carried over to fund the Home Repair Program and the JOBS 1st Programs.</p>

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$838,015	0	\$1,000,000	\$1,838,015	\$1,420,740	The amount of HOME funds available during the planning period is based on actual funds available. Approximately, <u>\$1,000,000</u> in unexpended prior year resources will be carried over to complete the Stuart Drive Permanent Supportive Housing project.
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	0	\$173,143	\$330,993	The amount of ESG funds available during the planning period is based on actual funds available.

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

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 2021-2022, the City utilized \$50,000 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 publically 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 2022-23, 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	2024	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: \$100,000 HOME: \$754,214	Homeowner Housing Rehabilitated: 16 Household Housing Unit Tenant-based rental assistance / Rapid Rehousing: 27 Households Assisted
2	Address the Needs of Homeless Individuals	2020	2025	Homeless	Citywide	Promote Programs to Meet Homeless Needs	ESG: \$173,143	Tenant-based rental assistance / Rapid Rehousing: 4 Households Assisted Homeless Person Overnight Shelter: 51 Persons Assisted Homelessness Prevention: 18 Persons Assisted Other: 50 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
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: \$304,598	Public service activities other than Low/Moderate Income Housing Benefit: 730 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: \$800,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3050 Persons Assisted
5	Promote Economic Development and Employment	2020	2025	Non-Housing Community Development	Citywide	Promote Economic Development and Employment	CDBG: \$400,000	Jobs created/retained: 20 Jobs
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: \$406,130 HOME: \$83,801	N/A

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) 2022-23 Action Plan implements the third 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 2022-23 (July 1, 2022 through June 30, 2023) 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 2022-23 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

JOBS 1st Program - During FY 2021-22, the City funded the JOBS 1st (formerly Small Business Assistance Program) with \$805,000 in CDBG funds to provide financial assistance to businesses in exchange for creating or retaining low-income employees. The City plans to carry over any funding left over at the end of the fiscal year to support additional businesses through the Jos 1st Program.

Home Repair Program - During FY 2021-22, the City funded the Home Repair Program with \$246,480 in CDBG funds to assist 40 low-income residents with home repairs. The City plans to carry over any funding left over at the end of the fiscal year to support additional homeowners through the Home Repair Program.

Permanent Supportive Housing - During FY 2021-22, the City began funding the development of a Permanent Supportive Housing project utilizing approximately \$1.5M in prior year resources. The City plans to carry over any funding left over at the end of the fiscal year to complete the project.

Josephine/Acacia Storm Drain Improvements - During FY 2021-22, the City began funding the Josephine/Acacia Storm Drain Improvements project utilizing approximately \$1.25M in prior year resources. The City plans to carry over any funding left over at the end of the fiscal year to complete the project.

Community Center Bridge Rehabilitation - During FY 2021-22, the City began funding the Community Center Bridge Rehabilitation project utilizing approximately \$50,000 in prior year resources. The City plans to carry over any funding left over at the end of the fiscal year to complete the project.

Valley View Senior Villas - 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 until the 2-year assistance ends in September 2022.

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	ESG 22 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.

AP-38 Project Summary

Project Summary Information

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: \$406,130 HOME: \$83,801
	Description	Provide for necessary planning and administration activities to address housing and community development needs in the City.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	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.
2	Project Name	Public Services
	Target Area	Citywide
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Preserve and Improve Existing Supportive Services
	Funding	CDBG: \$304,598

<p>Description</p>	<p><u>Special Resource Team (\$122,292)</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 (\$162,306)</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>								
<p>Target Date</p>	<p>6/30/2023</p>								
<p>Estimate the number and type of families that will benefit from the proposed activities</p>	<p><u>Special Resource Team</u> – 1,000 contacts and 200 referrals</p> <p><u>Senior Center Services</u> - 300 individuals</p> <p><u>Meals on Wheels</u> - 230 individuals</p>								
<p>Location Description</p>	<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>								
<p>Planned Activities</p>	<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>								
<p>3</p>	<table border="1"> <tr> <td data-bbox="235 1612 532 1671"> <p>Project Name</p> </td> <td data-bbox="532 1612 1432 1671"> <p>Public Facilities and Infrastructure</p> </td> </tr> <tr> <td data-bbox="235 1671 532 1730"> <p>Target Area</p> </td> <td data-bbox="532 1671 1432 1730"> <p></p> </td> </tr> <tr> <td data-bbox="235 1730 532 1789"> <p>Goals Supported</p> </td> <td data-bbox="532 1730 1432 1789"> <p>Address Public Facilities and Infrastructure Needs</p> </td> </tr> <tr> <td data-bbox="235 1789 532 1835"> <p>Needs Addressed</p> </td> <td data-bbox="532 1789 1432 1835"> <p>Address Public Facilities/Infrastructure Needs</p> </td> </tr> </table>	<p>Project Name</p>	<p>Public Facilities and Infrastructure</p>	<p>Target Area</p>	<p></p>	<p>Goals Supported</p>	<p>Address Public Facilities and Infrastructure Needs</p>	<p>Needs Addressed</p>	<p>Address Public Facilities/Infrastructure Needs</p>
<p>Project Name</p>	<p>Public Facilities and Infrastructure</p>								
<p>Target Area</p>	<p></p>								
<p>Goals Supported</p>	<p>Address Public Facilities and Infrastructure Needs</p>								
<p>Needs Addressed</p>	<p>Address Public Facilities/Infrastructure Needs</p>								

	Funding	CDBG: \$800,000
	Description	<p><u>Josephine/Acacia Street Improvement (\$800,000)</u> - CDBG funds will be used to rehabilitate local residential streets.</p> <p><u>Josephine/Acacia Storm Drain (FY 21-22 Project)</u> - CDBG funds will be carried over into FY 22-23 to complete the storm drain improvements to Josephine/Acacia.</p> <p><u>Community Center Bridge Rehabilitation (FY 21-22 Project)</u> - CDBG funds will be carried over into FY 22-23 to complete the Community Center Bridge Rehabilitation project.</p>
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	<u>Josephine/Acacia Street Improvement</u> - Low/Mod Income Individuals Assisted: 3,050
	Location Description	Josephine/Acacia
	Planned Activities	<u>Josephine/Acacia Rehabilitation</u> - CDBG funds will be used to rehabilitate local residential streets at Josephine/Acacia.
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: \$754,214

<p>Description</p>	<p><u>New Construction of Affordable Housing (\$252,107)</u> - Facilitate predevelopment of new housing projects.</p> <p><u>Acquisition/Rehabilitation of Affordable Housing (\$252,107)</u> - Dedication of affordable rental housing units in exchange for financial assistance for developers to acquire and/or rehabilitate properties.</p> <p><u>Interval House HEART (\$250,000)</u> - Interval House will be funded at \$250,000 of FY 22-23 HOME funding that will be assist approximately 10 extremely low-income residents.</p> <p><u>Permanent Supportive Housing (FY 21-22 Project)</u> - Approximately \$1.5 in prior year HOME funds will be carried over into FY 22-23 to complete a permanent supportive housing project.</p> <p><u>Valley View Senior Villas (FY 21-22 Project)</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 until the 2-year assistance ends in September 2022.</p>								
<p>Target Date</p>	<p>6/30/2023</p>								
<p>Estimate the number and type of families that will benefit from the proposed activities</p>	<p><u>Tenant Based Rental Assistance</u> - 27 households.</p>								
<p>Location Description</p>	<p>Citywide.</p>								
<p>Planned Activities</p>	<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>								
<p>5</p>	<table border="1"> <tr> <td data-bbox="235 1612 532 1669"> <p>Project Name</p> </td> <td data-bbox="532 1612 1432 1669"> <p>Owner-Occupied Housing Rehabilitation</p> </td> </tr> <tr> <td data-bbox="235 1669 532 1726"> <p>Target Area</p> </td> <td data-bbox="532 1669 1432 1726"> <p>Citywide</p> </td> </tr> <tr> <td data-bbox="235 1726 532 1782"> <p>Goals Supported</p> </td> <td data-bbox="532 1726 1432 1782"> <p>Provide Decent and Affordable Housing</p> </td> </tr> <tr> <td data-bbox="235 1782 532 1835"> <p>Needs Addressed</p> </td> <td data-bbox="532 1782 1432 1835"> <p>Increase, Improve, and Preserve Affordable Housing</p> </td> </tr> </table>	<p>Project Name</p>	<p>Owner-Occupied Housing Rehabilitation</p>	<p>Target Area</p>	<p>Citywide</p>	<p>Goals Supported</p>	<p>Provide Decent and Affordable Housing</p>	<p>Needs Addressed</p>	<p>Increase, Improve, and Preserve Affordable Housing</p>
<p>Project Name</p>	<p>Owner-Occupied Housing Rehabilitation</p>								
<p>Target Area</p>	<p>Citywide</p>								
<p>Goals Supported</p>	<p>Provide Decent and Affordable Housing</p>								
<p>Needs Addressed</p>	<p>Increase, Improve, and Preserve Affordable Housing</p>								

	Funding	CDBG: \$100,000
	Description	Home Repair Program (\$100,000 CDBG) - 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. Approximately \$75,000 of unexpended program funds will be carried over to assist additional low-income residents.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Home Repair Program - 16 households served
	Location Description	Citywide
	Planned Activities	Home Repair Program - 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: \$400,000
	Description	JOBS 1st Program (\$400,000) - During FY 2021-22, the City funded the JOBS 1st to provide assistance to business owners looking to create or retain jobs. Approximately \$200,000 in prior year CDBG funds will be carried over and an additional \$400,000 in entitlement funds will be programmed to create/retain 20 jobs during FY 2022-23.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	JOBS 1st Program - 20 Jobs Created and/or Retained.
	Location Description	Citywide

	Planned Activities	Provide small business assistance loans and grants for job creation or retention.
7	Project Name	ESG 22 Garden Grove
	Target Area	Citywide
	Goals Supported	Address the Needs of Homeless Individuals
	Needs Addressed	Promote Programs to Meet Homeless Needs
	Funding	ESG: \$173,143
	Description	Emergency Solutions Grant - Provide street outreach, emergency shelter, rapid rehousing and homeless prevention services to the extremely low-income population in Garden Grove.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Tenant-based rental assistance / Rapid Rehousing - 3 Households Assisted (6 individuals) Homeless Person Overnight Shelter - 52 Persons Assisted Homelessness Prevention - 35 Persons Assisted (10 households) Other - 200 Other
	Location Description	Citywide
	Planned Activities	Administration - \$12,985 Administration Total (7.5% Cap) - \$12,985 Street Outreach - \$30,000 Emergency Shelter -\$73,000 Shelter and Outreach Total (60% Cap-\$103,885.80) - \$103,000 Homeless Prevention - \$20,000 Rapid-Rehousing - \$31,963 Homeless Management and Information Systems - \$5,195

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
Citywide	35

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, tenant-based rental assistance, as well as the acquisition/rehabilitation of affordable housing units.

One Year Goals for the Number of Households to be Supported	
Homeless	27
Non-Homeless	16
Special-Needs	0
Total	43

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

One Year Goals for the Number of Households Supported Through	
Rental Assistance	27
The Production of New Units	0
Rehab of Existing Units	16
Acquisition of Existing Units	0
Total	43

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 10 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 2022-23, 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 2022-23, 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 10 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.

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.

During Fiscal Year 2022-23, 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.

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	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

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%

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(2)

- 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 22-23.

- 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 22-23.

- 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 2022-23 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 March 7, 2022, 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 2022-23 Action Plan, covering the period of July 1, 2022, through June 30, 2023. This Action Plan will allocate approximately \$3 million in new HUD funds.

On March 22, 2022, 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 2022-23 Action Plan.

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.

Opportunity for Public Review and Comment

From February 18, 2022 through March 22, 2022, the City's FY 2022-2023 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 2022-2023 Action Plan. Please visit <https://ggcity.org/neighborhood-improvement> to review the FY 2022-2023 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 March 22, 2022. 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
2022-2023
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 7 de marzo de 2022, a las 6:30 pm, la Comisión de Conservación y Mejoramiento del Vecindario de Garden Grove 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 2022-23, que abarca el período del 1 de julio de 2022 al 30 de junio de 2023. Este Plan de Acción asignará aproximadamente \$ 3 millones en nuevos fondos de HUD.

El 22 de marzo de 2022, 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 2022-23.

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.

Oportunidad de revisión y comentarios públicos

Desde el 18 de febrero de 2022 al 22 de marzo de 2022, el Plan de Acción de la ciudad para el año fiscal 2022-2023 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 2022-2023. Por favor visite <https://ggcity.org/neighborhood-improvement> para revisar el Plan de Acción del año fiscal 2022-2023 y envíe sus comentarios por vía electrónica a Monica Covarrubias en monicac@ggcity.org.

El Departamento de Desarrollo Económico y Comunitario aceptará comentarios escritos y verbales hasta las 3:00 p.m. el 22 de marzo de 2022. Dirija cualquier pregunta o comentario a Monica Covarrubias, al (714) 741-5788 o por correo electrónico a monicac@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 2022-23 VỀ
VIỆC DÙNG QUỸ HUD**

**ỦY BAN BẢO TRÌ VÀ CẢI THIỆN 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 7 tháng Ba, 2022, 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 Họp Hội Đồng Thành Phố, địa chỉ là 11300 Stanford Avenue, Garden Grove, để xem xét Kế Hoạch Hành Động cho niên khóa 2022-23, áp dụng cho thời kỳ từ 1 tháng Bảy, 2022, cho tới ngày 30 tháng Sáu, 2023. Kế Hoạch Hành Động này sẽ cấp khoảng \$3 triệu cho quỹ HUD mới.

Vào ngày 22 tháng Ba, 2022, lúc 6:30 chiều, Hội Đồng Thành Phố cũng sẽ tổ chức một buổi Điều Trần Công Khai tại Phòng Họp Hội Đồng, địa chỉ là 11300 Stanford Avenue, Garden Grove, để xem xét Kế Hoạch Hành Động cho niên khóa 2022-23.

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.

Cơ Hội cho Công Chúng Xem Duyệt và Góp Ý

Từ ngày 18 tháng Hai, 2022 cho tới ngày 22 tháng Ba, 2022, Kế Hoạch Hành Động đề nghị cho niên khóa 2022-23 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 2022-2023. Vui lòng truy cập <https://ggcity.org/neighborhood-improvement> để xem xét sửa đổi AP 2022-2023, 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 22 tháng Ba, 2022. 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.

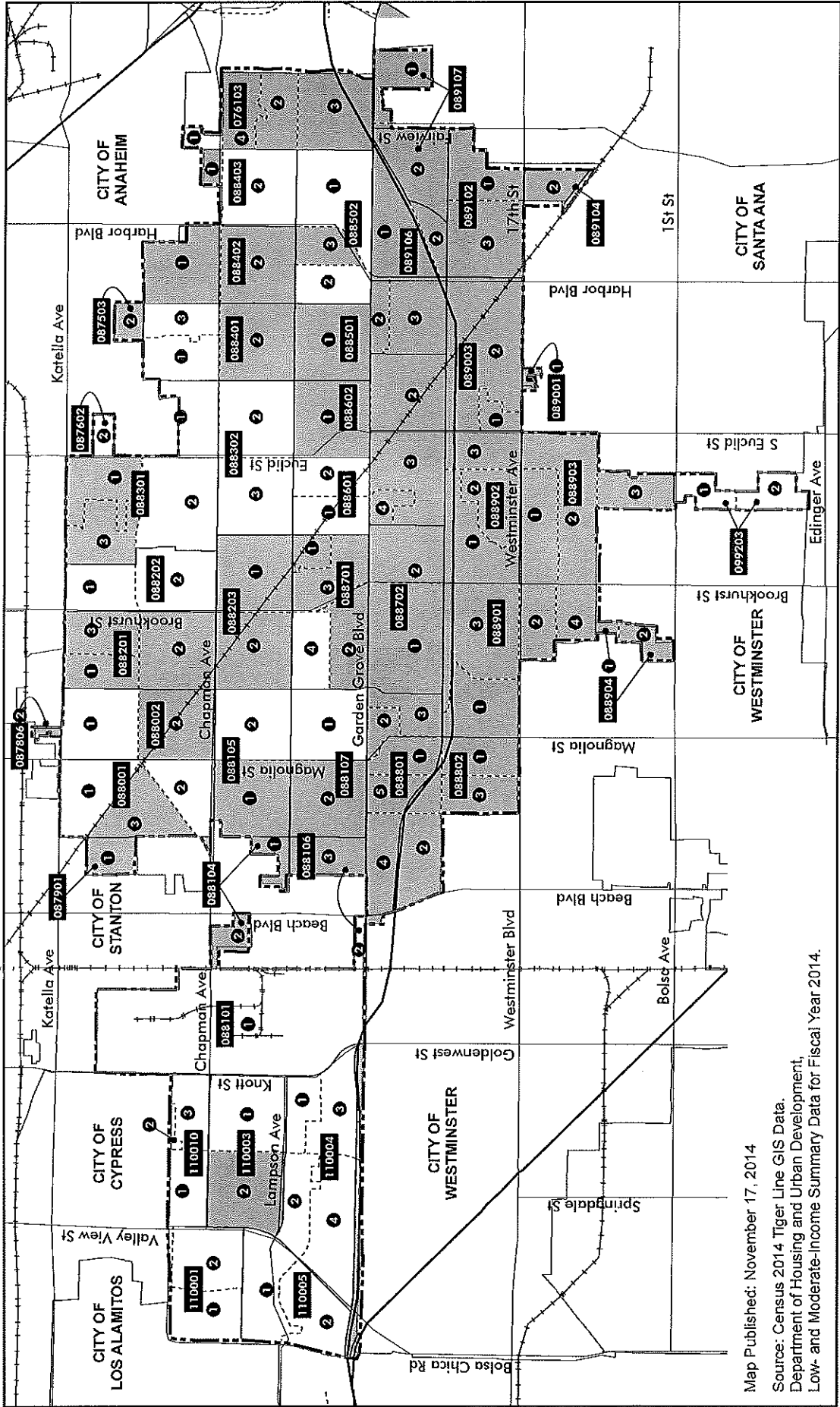
/s/ Teresa Pomeroy
Thư Ký Thành Phố

Ngày:
Ngày công bố:

APPENDIX B
MAPS OF PROJECTS

City of Garden Grove Lower Income Areas

2015-2020 Consolidated Plan



Map Published: November 17, 2014
 Source: Census 2014 Tiger Line GIS Data,
 Department of Housing and Urban Development,
 Low- and Moderate-Income Summary Data for Fiscal Year 2014.

- LEGEND**
- Lower Income Areas
 - Garden Grove City Boundary
 - Surrounding City Boundary
 - Freeway/Highway
 - Major Road
 - Railroad
 - Census Tract
 - Tract Number
 - Census Block Group
 - Block Group Number

APPENDIX C

EMERGENCY SOLUTIONS GRANT PROTOCOLS



GARDEN GROVE

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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<p>Persons coming from living on the street (and into a place meant for human habitation)</p>	<p>Obtain information to indicate that the participant is coming from the street.</p>	<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>
<p>Persons coming from an emergency shelter Persons coming from a transitional housing</p>	<p>Verify from the emergency shelter staff that the participant has been residing at the emergency shelter. 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. (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>
<p>Persons being evicted from a private dwelling</p>	<p>Have evidence of the eviction proceedings.</p>	<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:

<p>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>	<p>Verify from the institution staff that the participant has been residing at the institution and was homeless before entering the institution</p>	<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. <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").
<p>Persons being discharged from a longer stay in an institution</p>	<p>Verify from the institution staff that the participant has been residing at the institution and will be homeless if not provided with assistance.</p>	<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.
<p>Persons fleeing domestic violence</p>	<p>Verify that the participant is fleeing a domestic violence situation.</p>	<p>You must obtain written, signed, and dated verification from the participant that he/she is fleeing a domestic violence situation.</p>

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

- o 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).
 - o Credit counseling
 - o 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"/> Case Management. Assessing housing and service needs and arranging/coordinating/ monitoring the delivery of individualized services. <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"/> 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"/> 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"/> 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"/> 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"/> 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 <input type="checkbox"/> 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"/> 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"/> 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"/> Employment Assistance and Job Training. Services assisting participants secure employment and job training programs.	<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 costs <input type="checkbox"/> Meals and Snacks <input type="checkbox"/> Comprehensive coordinated sets of appropriate developmental activities <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"/> 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 <input type="checkbox"/> 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"/> Using the centralized or coordinated assessment system conduct the initial evaluation and reevaluation	
	<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"/> 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"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	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
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Homelessness Prevention and Rapid Re-housing/ Housing Relocation and Stabilization Services: 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
<input type="checkbox"/>	Rental Assistance
<input type="checkbox"/>	Late payment penalties.
<input type="checkbox"/>	Administration 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:
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<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.
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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)).
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<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)).
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<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)).
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<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.
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<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).
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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)).
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RECOMMENDATION AND COMMENTS

Comments:

PREPARER'S SIGNATURE

Signature:		Date:	
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Name:		Title:	
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CITY REVIEWER SIGNATURE

Signature:		Date:	
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Name:		Title:	
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CITY REVIEWER SIGNATURE

Signature:		Date:	
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Name:		Title:	
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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:

City of Garden Grove
Attn: Neighborhood Improvement
Division, 3rd Floor
Community and Economic
Development Department
11222 Acacia Parkway
Garden Grove, CA 92840-5208

With One (1) Copy to:

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 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	\$ <i>XX,XXX</i>
Street Outreach	\$ <i>XX,XXX</i>
Emergency Shelter	\$ <i>XX,XXX</i>
Homeless Prevention	\$ <i>XX,XXX</i>
Rapid Rehousing	\$ <i>XX,XXX</i>
HMIS/CMIS	\$ <i>XX,XXX</i>

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"/> Shelter <input type="checkbox"/> Homeless Prevention <input type="checkbox"/> Rapid Re-Housing <input type="checkbox"/> HMIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>	<p>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?</p>	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>Does the subrecipient have policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelters?</p>	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>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?</p>	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>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?</p>	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>Does the subrecipient have standards for targeting and providing essential services related to street outreach?</p>	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>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?</p>	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>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?</p>	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<p>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?</p>	

<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"/>	<i>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.</i>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>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</i>	
<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"/>	<p>Review the chart of accounts, journals, ledgers, reconciliation, data processing, and reporting system.</p> <p>Areas for possible sampling:</p> <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	

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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"/>	If the subrecipient disposed of equipment/property that was purchased with Federal funds within the last five years: <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"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	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"/>	<input type="checkbox"/>
	Yes	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"/>	<input type="checkbox"/>
	Yes	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"/>	<input type="checkbox"/>
	Yes	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"/>	<input type="checkbox"/>
	Yes	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
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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
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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
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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
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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
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6.

<p>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]</p>	<p style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> Yes No </p>
--	--

7.

<p>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]</p>	<p style="text-align: center;"> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A </p>
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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"/>	<input type="checkbox"/>
	Yes	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"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	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

<p>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 <u>cash and in-kind resources</u> brought to the grant.</p>			
<p>Grant Number:</p>		<p>ESG Allocation: \$</p>	
<p>ESG Match (List each source of match separately)</p>	<p>Action Plan Amount Pledged</p>	<p>CAPER Amount Shown</p>	<p>Final Documented Match</p>
<p>CASH/GOVN'T. GRANTS</p>			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<p>IN-KIND/SALARIES</p>			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
<p>VOLUNTEERS (@\$5/hour)</p>			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
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 Component/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: William E. Murray
Dept.: City Manager Dept.: Public Works
Subject: Approval of a Cooperative Agreement with the City of Westminster for the rehabilitation of pavement surface on Westminster Avenue from Magnolia Street to Bushard Street. (Cost: \$521,285) (*Action Item*) Date: 3/22/2022

OBJECTIVE

For the City Council to approve a Cooperative Agreement between the City of Westminster and the City of Garden Grove for the rehabilitation of pavement on Westminster Avenue from Magnolia Street to Bushard Street.

BACKGROUND

The City of Westminster prepared a street rehabilitation project for Westminster Avenue from Magnolia Street to Bushard Street and has offered to improve the City of Garden Grove’s portion. Approximately one-sixth of the work lies within the City of Garden Grove.

This proposed agreement is for the construction costs of Garden Grove's portion of the project. The City of Westminster is serving as lead agency.

DISCUSSION

Staff has reviewed the plans, specifications, and construction estimate of the project and verified the work located within Garden Grove. The project cost for City of Garden Grove’s portion of Westminster Avenue is estimated at \$521,285.

FINANCIAL IMPACT

There will be no financial impact to the General Fund. This improvement is included in the FY 2021-22 Capital Improvement Budget and is funded by Measure “M2” Fairshare and Gas Tax (SB1).

RECOMMENDATION

It is recommended that the City Council:

- Approve the Cooperative Agreement with the City of Westminster for the rehabilitation of Westminster Avenue from Magnolia Street to Bushard Street; and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Nick Hsieh, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
AGREEMENT	3/10/2022	Agreement	3-10-22_Final_Coop_Agreement_-_Westminster_ST_Imp-Magnolia_2_Bushard.docx
LOCATION MAP	3/10/2022	Backup Material	Westminster_-_LOCATION_MAP_EXHIBIT_A.pdf

AGREEMENT

THIS AGREEMENT ("Agreement"), dated this _____ day of _____, 2022, is made and entered into by and between the City of Westminster, a municipal corporation, hereinafter referred to as "**WESTMINSTER**" and the City of Garden Grove, a municipal corporation, hereinafter referred to as "**GARDEN GROVE**".

WITNESSETH:

WHEREAS, WESTMINSTER is contemplating the rehabilitation of the pavement surface of that portion of Westminster Boulevard Street Improvement from Magnolia Street to Bushard Street (East City Limit), located in the City of Westminster, (hereinafter the "**WESTMINSTER PORTION**"); and,

WHEREAS, there is a portion of Westminster Boulevard located within the boundaries of **GARDEN GROVE** (hereinafter "**GG PORTION**"); and,

WHEREAS, GARDEN GROVE desires to have **WESTMINSTER** rehabilitate the **GG PORTION** of Westminster Boulevard in conjunction with the **WESTMINSTER PORTION**, collectively the "**PROJECT**", and **WESTMINSTER** is willing to do so. The exact location of the GG PORTION is described in detail in the document attached hereto as Exhibit A, incorporated herein by this reference. The estimated cost of the **GG PORTION**, including a ten percent (10%) contingency, is **Five Hundred and Twenty-One Thousand Two Hundred and Eighty-Five Dollars (\$ 521,285)** (the "Estimated Cost").

NOW, THEREFORE, in consideration of the following promises, covenants, and conditions, the parties hereto do agree as follows:

1. **DUTIES OF WESTMINSTER**

- a. Upon commencement of the **PROJECT, WESTMINSTER** shall include the **GG PORTION** as a part of **WESTMINSTER's** public works project, prepare the request for bids, hire the lowest responsible bidder (the "Successful Contractor"), and oversee and administer the **PROJECT** in the **GG PORTION** in the same manner and to the same extent as the **WESTMINSTER PORTION**, all in accordance with all applicable laws governing construction of public works by **WESTMINSTER**, including, but not limited to, the California Environmental Quality Act and laws governing public bidding and the payment of prevailing wages. If **WESTMINSTER**, in its sole discretion, determines not to proceed with the **PROJECT** at any time prior to commencement of actual work, this Agreement shall terminate with

no further action required by either party. In the event the projected actual cost of the **GG PORTION**, as reflected in the Successful Contractor's bid, exceeds the Estimated Cost by twenty percent (20%), **WESTMINSTER** shall not award a contract to the Successful Bidder for the **GG PORTION** without prior written approval of **GARDEN GROVE**.

- b. At least thirty (30) calendar days prior to release of the Notice Inviting Bids for the **PROJECT**, **WESTMINSTER's** City Engineer shall provide **GARDEN GROVE's** City Engineer a copy of the **PROJECT's** plans and specifications for his approval, which approval shall not be unreasonably withheld. If **GARDEN GROVE's** City Engineer objects to the plans and specifications, and if his objections cannot be satisfied through discussions with **WESTMINSTER's** City Engineer, the **GG PORTION** shall not be included in the **PROJECT** and **WESTMINSTER** shall proceed with the **WESTMINSTER PORTION** only.
- c. **WESTMINSTER** agrees that it shall not permit nor cause any hazardous materials to be brought upon, kept, used, stored, generated or disposed of in, on, or about the **GG PORTION**. "Hazardous Materials" shall mean any material that, because of its quantity, concentration, or physical or chemical characteristics, or any combination thereof, is deemed by a federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.
- d. **WESTMINSTER** shall ensure that its contract with the Successful Contractor requires the Successful Contractor provide insurance acceptable to **GARDEN GROVE** as shown in Exhibit "B," to name **GARDEN GROVE** as an additional insured, and to indemnify, defend, and hold harmless **GARDEN GROVE** in the same manner and to the same extent as **WESTMINSTER**. **WESTMINSTER** shall not permit construction of any portion of the **PROJECT** to commence until evidence of the required insurance and additional insured endorsements have been provided to and approved by **GARDEN GROVE**.

2. **GARDEN GROVE'S DUTIES**

- a. **GARDEN GROVE** shall pay **WESTMINSTER** for the actual cost of the work on the **GG PORTION** based upon unit prices bid of the Successful Contractor and quantities actually used on the **GG PORTION**. **GARDEN GROVE** shall pay **WESTMINSTER** the total amount due for the **GG PORTION** upon official final approval of the work by **GARDEN GROVE** provided that such final approval shall not be unreasonably withheld.
- b. **GARDEN GROVE** agrees that any permits required by the Successful

Contractor for the work to be performed on the **GG PORTION** shall be issued to the Successful Contractor at no cost to **WESTMINSTER** or the Successful Contractor.

- c. **GARDEN GROVE** shall provide its own inspection services for the **GG PORTION** of the work.
- d. **GARDEN GROVE** agrees to fully cooperate with **WESTMINSTER** and the Successful Contractor in the prosecution of the work, traffic control, and any other matters required for completion of the **PROJECT** in the **GG PORTION**.
- e. **GARDEN GROVE** acknowledges that **WESTMINSTER** is not the contractor for the **PROJECT** and that **WESTMINSTER** does not warrant any work performed by the Successful Contractor. Notwithstanding the above, **WESTMINSTER** shall require the Successful Contractor to provide **GARDEN GROVE** with any and all warranties, insurance coverage, and indemnities and any other rights the Successful Contractor agrees to provide to **WESTMINSTER** under the construction contract and as provided by law.
- f. In addition to the above, **GARDEN GROVE** also agrees to pay **WESTMINSTER** for all costs associated with any change orders pertaining to the **GG PORTION**, provided the change orders have been previously approved in writing by **GARDEN GROVE's** City Engineer.

3. **ENTIRE AGREEMENT**

This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements that may have been entered into between the parties. No modifications or revisions shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

4. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement and any of the attached Exhibit, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

5. **ASSIGNMENT**

Neither **GARDEN GROVE** nor **WESTMINSTER** may assign or transfer its rights or obligations under this Agreement, or any part thereof, without the written consent of the other party.

6. **ATTORNEYS' FEES**

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is held invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid. Venue shall exclusively be in a court of competent jurisdiction in the County of Orange, California.

8. **NO WAIVER**

No waiver or failure to exercise any right, option, or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of any other right, option, or privilege on any other occasion.

9. **NO THIRD PARTY RIGHTS**

The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

10. **NOTICES**

Notices and communication concerning this Agreement shall be sent to the following addresses:

WESTMINSTER

City of Westminster
Attention: Jake Ngo, P.E.

GROVE

Garden Grove
Attention:
Candelaria, P.E., T.E.

GARDEN

City of
Attention: Dan

Public Works Director/City Engineer
8200 Westminster Blvd.

Westminster, CA 92683

City Engineer
11222 Acacia
Parkway
Garden Grove, CA
92842

Either party may, by notice to the other party, change the address specified above. Any notices, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery, facsimile or mail and shall be addressed as set forth above. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) five (5) calendar days after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

11. **EFFECTIVE DATE**

The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signatures hereto.

12. **INDEMNITY**

WESTMINSTER and **GARDEN GROVE** each hereby agrees to indemnify, defend, protect and hold harmless the other party, and its elected and appointed officials, officers, employees, representatives, volunteers, and agents from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, workers' compensation benefits, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses of any kind or nature, arising from the activities of the indemnitor or its officers, agents, or employees on the **PROJECT**, or any breach of contract, negligent acts, omissions or breach of law, or willful misconduct of the indemnitor, or its officers, agents, or employees arising out of the performance of, or failure to perform, any provisions of this Agreement. Neither party assumes liability for the acts or omissions of persons other than each party's respective officers, agents, or employees. In the event judgment is entered against both parties because of joint or concurrent negligence of both parties, or their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. The respective obligations of the parties pursuant to this Section shall survive expiration or earlier termination of this Agreement.

13. **COOPERATION**

In the event any claim or action is brought against **WESTMINSTER** relating to the performance rendered under this Agreement, **GARDEN GROVE** shall render any reasonable assistance and cooperation which **WESTMINSTER** might require.

14. **COSTS**

Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

15. **HEADINGS**

Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

16. **CONSTRUCTION.**

The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

17. **SEVERABILITY**

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

18. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

19. **CORPORATE AUTHORITY**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF WESTMINSTER,
A municipal corporation

ATTEST:

By: _____

Christine Cordon, Interim City Manager

LUCIE COLOMBO, Westminster Interim
City Clerk

APPROVED AS TO FORM:

DATE OF
EXECUTION:

Christian Bettenhausen, Westminster City Attorney

CITY OF GARDEN GROVE,
A municipal corporation

ATTEST:

By: _____

Scott C. Stiles, City Manager
Clerk

Teresa Pomeroy, Garden Grove City

APPROVED AS TO FORM:

DATE OF
EXECUTION:

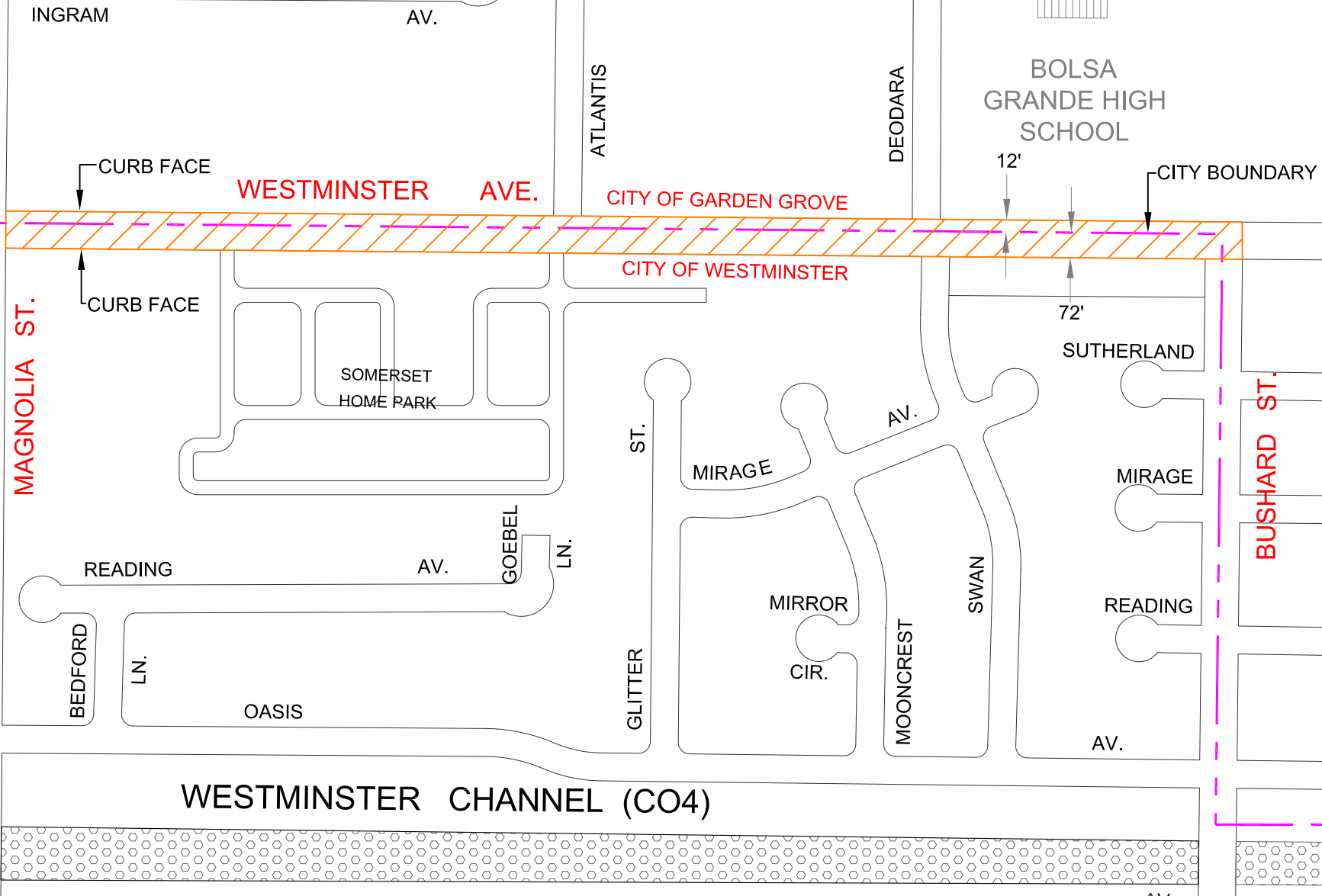
Omar Sandoval, Garden Grove City Attorney



CITY OF WESTMINSTER - CITY OF GARDEN GROVE
 EXHIBIT 'A'
 PROJECT LOCATION MAP
 WESTMINSTER BLVD. STREET IMPROVEMENTS
 FROM MAGNOLIA STREET TO BUSHARD STREET



BOLSA GRANDE HIGH SCHOOL



LEGEND

- CITY BOUNDARY
- STREET RECONSTRUCTION / OVERLAY

Drawn by:	SP
Scale:	(NOT TO SCALE)
Date:	Mar 2022
Sheet	1 of 1

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Maria Stipe
Dept.: City Manager Dept.: City Manager
Subject: Second reading and adoption Date: 3/22/2022
of Ordinance No. 2932

Attached for second reading recommended for adoption is Ordinance No. 2932.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance No. 2932	3/15/2022	Ordinance	2932_GG_Ordinance_Adopting_City_Council_Districts_Post_2020_Census.pdf

ORDINANCE NO. 2932

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING THE CITY OF GARDEN GROVE DISTRICT MAP FOLLOWING REVIEW OF THE POPULATION CHANGES RESULTING FROM THE 2020 FEDERAL DECENNIAL CENSUS

City Attorney Summary

This Ordinance adopts the City of Garden Grove District Map for the election of City Council members following review of the population changes resulting from the 2020 Federal Decennial Census.

WHEREAS, pursuant to, and in accordance with, that certain judgment of the Orange County Superior Court entered on or about February 8, 2016, in the action entitled Rickk Montoya v. City of Garden Grove, California, Case No. 30-2015-00799522 the City Council adopted Ordinance No. 2866 on May 10, 2016, implementing by-district elections of council members from six districts with an at-large elected mayor, and establishing the City of Garden Grove District Map for the election of council members beginning with the November 2016 general municipal election; and

WHEREAS, pursuant to Elections Code 21601, following each decennial federal census the City Council shall by ordinance adopt boundaries for all of the council districts of the City so that the council districts shall be substantially equal in population as required by the United States Constitution; and

WHEREAS, the City retained Compass Demographics to assist with the process of reviewing the districts and conducting the redistricting process consistent with Elections Code 21601 following the 2020 Federal Decennial Census, which redistricting has been completed according to law.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Commencing with the November 8, 2022, General Municipal Election, the boundaries for each of the six City Council Districts are as shown on the attached Exhibit "A" along with the map entitled "City of Garden Grove District Map," a copy of which shall be on file in the City Clerk's office. This Map hereby replaces the map adopted pursuant to Ordinance No. 2866, codified at Section 2.04.040(A) of the Garden Grove Municipal Code.

SECTION 2: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and

each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 3: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

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 March 8, 2022, 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

EXHIBIT A

CITY OF GARDEN GROVE DISTRICT MAP

The City of Garden Grove District Map is attached, and a copy shall be on file in the City Clerk's office. Descriptions of the boundaries of each District and their numbering are as follows.

First District.

The region bounded and described as follows: Beginning at the Northwest Corner of the City of Garden Grove and proceeding easterly along the City Boundary to Lampson Ave, and proceeding easterly along Lampson Ave to Magnolia St, and proceeding southerly along Magnolia St to Garden Grove Blvd, and proceeding westerly along Garden Grove Blvd to Yockey St, and proceeding southerly along Yockey St to Trask Ave, and proceeding westerly along Trask Ave to the City Boundary, and proceeding westerly along the City Boundary to the point of beginning.

Second District.

The region bounded and described as follows: Beginning at the point of intersection of the City Boundary and 9th St, and proceeding southerly along 9th St to Lampson Ave, and proceeding westerly along Lampson Ave to Euclid St, and proceeding northerly along Euclid St to W Chapman Ave, and proceeding westerly along W Chapman Ave to Magnolia St, and proceeding southerly along Magnolia St to Lampson Ave, and proceeding westerly along Lampson Ave to the City Boundary, and proceeding northerly along the City Boundary to the point of beginning.

Third District.

The region bounded and described as follows: Beginning at the point of intersection of Morrie Ln and W Chapman Ave, and proceeding southerly along Morrie Ln to Lampson Ave, and proceeding westerly along Lampson Ave to Brookhurst St, and proceeding southerly along Brookhurst St to the City Boundary, and proceeding westerly along the City Boundary to Trask Ave, and proceeding easterly along Trask Ave to Yockey St, and proceeding northerly along Yockey St to Garden Grove Blvd, and proceeding easterly along Garden Grove Blvd to Magnolia St, and proceeding northerly along Magnolia St to W Chapman Ave, and proceeding easterly along W Chapman Ave to the point of beginning.

Fourth District.

The region bounded and described as follows: Beginning at the point of intersection of Euclid St and W Chapman Ave, and proceeding southerly along Euclid St to the City Boundary, and proceeding southerly along the City Boundary to Brookhurst St,

and proceeding northerly along Brookhurst St to Lampson Ave, and proceeding easterly along Lampson Ave to Morrie Ln, and proceeding northerly along Morrie Ln to W Chapman Ave, and proceeding easterly along W Chapman Ave to the point of beginning.

Fifth District.

The region bounded and described as follows: Beginning at the point of intersection of the City Boundary and 9th St, and proceeding easterly along the City Boundary to Haster St, and proceeding southerly along Haster St to Garden Grove Blvd, and proceeding westerly along Garden Grove Blvd to Newhope St, and proceeding southerly along Newhope St to Woodbury Rd, and proceeding westerly along Woodbury Rd to Libby Ln, and proceeding southerly along Libby Ln to Anabel Ave, and proceeding westerly along Anabel Ave to Shirley St, and proceeding southerly along Shirley St to San Juan Pl, and proceeding westerly along San Juan Pl to Anita Pl, and proceeding southerly along Anita Pl to the City Boundary, and proceeding westerly along City Boundary to Euclid St, and proceeding northerly along Euclid St to Lampson Ave, and proceeding easterly along Lampson Ave to 9th St, and proceeding northerly along 9th St to the point of beginning.

Sixth District.

The region bounded and described as follows: Beginning at the point of intersection of City Boundary and Haster St, and proceeding southerly along City Boundary to Anita Pl, and proceeding northerly along Anita Pl to San Juan Pl, and proceeding easterly along San Juan Pl to Shirley St, and proceeding northerly along Shirley St to Anabel Ave, and proceeding easterly along Anabel Ave to Libby Ln, and proceeding northerly along Libby Ln to Woodbury Rd, and proceeding easterly along Woodbury Rd to Newhope St, and proceeding northerly along Newhope St to Garden Grove Blvd, and proceeding easterly along Garden Grove Blvd to Haster St, and proceeding northerly along Haster St to the point of beginning.

