



AGENDA

Garden Grove City
Council

Tuesday, April 26, 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 in recognition of David Skelton and Susan Lerma as the Garden Grove Chamber of Commerce 2022 Man and Woman of the Year.

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 David Skelton and Susan Lerma as Garden Grove Chamber of Commerce 2022 Man and Woman of the Year.
- 3.b. Adoption of a Proclamation celebrating the 100th Anniversary of the Garden Grove Host Lions Club. *(Action Item)*
- 3.c. Adoption of a Proclamation celebrating May 2022 as Asian American and Pacific Islander Heritage Month. *(Action Item)*

- 3.d. Adoption of a Proclamation recognizing May as Mental Health Awareness Month. (*Action Item*)
- 3.e. Approval of Amendments to agreements with Scott Fazekas & Associates, Inc., Bureau Veritas, Inc., and The Code Group, Inc., for on-call plan review and building contractual services on an "as-needed" basis. (Cost: \$250,000 each amendment) (*Action Item*)
- 3.f. Receive and file minutes from the meeting held on April 12, 2022. (*Action Item*)
- 3.g. Receive and file warrants. (*Action Item*)

4. ITEMS FOR CONSIDERATION

- 4.a. Award a contract for City Project No. 2163101280-2 Garden Grove Park Improvements- Phase 2 to Western State Builders Inc. (Cost: \$263,988) (*Action Item*)
- 4.b. Approval of the First Amendment to the Agreement with the County of Orange to provide Forensic Services. (Cost: \$670,519) (*Action Item*)

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

6. ADJOURNMENT

The next Regular City Council Meeting will be Tuesday, May 10, 2022, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

Proclamation
David Skelton and Susan Lerma
Garden Grove Chamber of Commerce
2022 Man and Woman of the Year

WHEREAS, The Garden Grove Chamber of Commerce named David Skelton and Susan Lerma as the 2022 Garden Grove Man and Woman of the Year for their lifetime of volunteerism in the city of Garden Grove. Their reign begins July 1, 2022 through June 30, 2023; and

WHEREAS, David Skelton, a United States Navy and Vietnam War veteran, moved to Garden Grove in 1968 and has worked at Garden Grove Glass for over 40 years; and

WHEREAS, David has been a member of the Garden Grove Elks Lodge No. 1952 since 1971. He became an officer as a trustee in the early 1980s, president in 2005, and district deputy grand exalted ruler in 2013. In 2019, David was recognized as Elk of the Year and was a Silver Spoon recipient from the Women's Division of the Garden Grove Chamber of Commerce; and

WHEREAS, Susan Lerma owns and runs a commercial cleaning company, and is very active with numerous non-profits and service clubs in Garden Grove. She is essential in her own Neighborhood Watch and is a CERT volunteer; and

WHEREAS, Susan has been involved with the Garden Grove Business Association; Cypress College Americana Awards; Garden Grove Neighborhood Association; Garden Grove Host Lions Club, and more. In 2021, Susan received her second Silver Spoon Award from the Women's Division of the Garden Grove Chamber of Commerce; and

WHEREAS, The City of Garden Grove congratulates the 2022 Man and Woman of the Year, David Skelton and Susan Lerma. Garden Grove expresses profound appreciation to these outstanding honorees for their invaluable efforts and unsurpassed spirit of community.

NOW, THEREFORE, WE, the Garden Grove City Council do hereby proclaim David Skelton and Susan Lerma as the 2022 Garden Grove Chamber of Commerce Man and Woman of the Year, and deeply commend their achievements.

April 26, 2022

Proclamation

100th Anniversary of Garden Grove Host Lions Club

November 14, 2022

- WHEREAS, The Garden Grove Host Lions Club was founded on November 14, 1922, sponsored by the Santa Ana Lions Club. At the time, the Garden Grove Host Lions Club was the first and only service club in the town of about 1,750 residents; and
- WHEREAS, The Garden Grove Host Lions Club held its first meetings in the old Garden Grove Hotel located at the intersection of Euclid Street (now Main Street) and Ocean Avenue (now Garden Grove Boulevard). In 1977, a new clubhouse was constructed at 9860 Larson Avenue; and
- WHEREAS, Members of the Garden Grove Host Lions Club have included Garden Grove mayors, city council members, fire chiefs, police chiefs, city clerks, dentists, doctors, postmasters and other professionals; and
- WHEREAS, The Garden Grove Host Lions Club members embrace the statement "Where there is a need, there is a lion." The Garden Grove Host Lions Club conscientiously engages in service projects for the Garden Grove community by providing eye glasses, food, school supplies, and more; and
- WHEREAS, Over the years, the Garden Grove Host Lions Club have financially supported the Blind Children's Learning Center, Foundation for the Junior Blind, Braille Institute, City of Hope, Lions Sight and Hearing Foundation, Guide Dogs for the Blind, Lions Project for Canine Companions for Independence, and other local community organizations; and
- WHEREAS, On April 29, 2022, Garden Grove Host Lions Club commemorates a major milestone of 100 years of outstanding contributions to the city through community service.

NOW, THEREFORE, WE, the Garden Grove City Council, do hereby proclaim November 14, 2022 as the 100th Anniversary of the Garden Grove Host Lions Club.

April 26, 2022

PROCLAMATION

MAY 2022 AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

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

WHEREAS: According to the 2020 Census, Asian Americans constitute more than 42.1 percent of the City of Garden Grove's population;

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Garden Grove, does hereby proclaim May 2022 to be Asian American and Pacific Islander Heritage Month in Garden Grove and encourage the community to join in this observance.

April 26, 2022

Proclamation

Mental Health Awareness Month

WHEREAS, Mental health is essential to everyone's overall health and well-being;

WHEREAS, All Americans experience times of difficulty and stress in their lives;

WHEREAS, Prevention is an effective way to reduce the burden of mental health conditions;

WHEREAS, There is strong research that diet, exercise, sleep and stress management can help all Americans protect their health and well-being;

WHEREAS, Mental health conditions are real and prevalent in our nation and with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives;

WHEREAS, Each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, BE IT PROCLAIMED that the month of May 2022 is "Mental Health Awareness Month" in Garden Grove, and in doing so we recognize the need to raise awareness and to promote services for integrated mental health and wellness solutions for children, youth and families.

April 26, 2022

services to cover increased workloads and emergencies as needed.

DISCUSSION

The initial contract amount of \$250,000 each with SFA, BV, and VCA was approved by City Council on September 28, 2021. Based on the rates requested during the emergency service situations, and the current on-going need to support areas of inspection, plan review, code enforcement, and building permit processing, it is essential to increase each contract for an additional \$250,000 during the current contract term. This necessitates a contract amendment to increase each contract by \$250,000 for a total not to exceed compensation in the amount \$500,000 each.

CONCLUSION

In summary, all three (3) firms have over 35+ years of municipal experience, and have been instrumental in providing the City with many qualified candidates, contractual staff, and expedited service options, which have been available immediately to assist the City with its service needs.

FINANCIAL IMPACT

The cost for Amendment No. 1 will require an increase and appropriation of \$250,000 to each of the contracts for each service provider. Funds will only be expended as necessary. There will not be an impact to the General Fund as the services for the contractors are funded from salary savings from temporary vacant positions and plan check fees collected from permit applicants.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 1 for on-call Plan Review and Building Contractual Services of the 1) Scott Fazekas & Associates, Inc., 2) Bureau Veritas, Inc., and 3) The Code Group, Inc. Agreements to increase the compensation for each agreement in the amount of \$250,000 for a total amount of \$500,000 for each Agreement.
- Appropriate an additional \$750,000 from the General Fund to the Building Plan Check/Permits GL (111-212-1195).
- Authorize the City Manager, or his designees, to execute Amendment No. 1 to each Agreement, and make minor modifications as appropriate thereto, on behalf of the City; and
- Authorize the City Manager, or his designees, to exercise option year term extension, for available option years in each Agreement.

By: Alana R. Cheng, Administrative Officer

ATTACHMENTS:

Description	Upload Date	Type	File Name
SFA Amendment No. 1	4/19/2022	Agreement	SFA_AMENDMENT_NO._1__FY21.22.__add_\$250k_PO._4.19.22.doc
VCA AMENDMENT NO. 1	4/19/2022	Agreement	VCA_AMENDMENT_NO._1__FY21.22.__add_\$250k_PO._4.19.22.doc
BV AMENDMENT NO. 1	4/19/2022	Agreement	BV_AMENDMENT_NO._1__FY21.22.__add_\$250k_PO._4.19.22.doc

CITY OF GARDEN GROVE

AMENDMENT NO. 1

This Amendment No. **1** is made and entered into this 26th day of April, 2022, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **SCOTT FAZEKAS & ASSOCIATES, INC.** hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into Contract No.B220293, dated **September 28, 2021** for On-Call Building Plan Review Services, as needed (the "Existing Contract").

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

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

Section 3.1., COMPENSATION - shall be amended as follows:

Contractor shall be compensated in accordance with the Rate and Services Structure set forth in Attachment "A" of the Existing Contract. The contract price is hereby increased by **\$250,000.00**, for a total not to exceed compensation amount of \$500,000.00 to cover increased services requested by CITY.

Except as expressly amended hereby, all of the terms and conditions in the Existing Contract remain in full force and effect as originally executed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment No. **1** to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
SCOTT FAZEKAS & ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

CITY OF GARDEN GROVE

AMENDMENT NO. 1

This Amendment No. **1** is made and entered into this 26TH day of April, 2022, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **THE CODE GROUP, INC. dba VCA CODE**, herein after referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into Contract No. B220209, dated **September 28, 2021** for On-Call Building Plan Review and/or Contractual Services, as needed (the "Existing Contract").

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

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

Section 3.1., COMPENSATION - shall be amended as follows:

Contractor shall be compensated in accordance with the Rate and Services Structure set forth in Attachment "A" of the Existing Contract. The contract price is hereby increased by **\$250,000.00** for a total not to exceed compensation amount of \$500,000.00 to cover increased services requested by CITY.

Except as expressly amended hereby, all of the terms and conditions in the Existing Contract remain in full force and effect as originally executed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment No. **1** to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
THE CODE GROUP, INC. dba VCA CODE

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

CITY OF GARDEN GROVE

AMENDMENT NO. 1

This Amendment No. **1** is made and entered into this 26TH day of April, 2022, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **BUREAU VERITAS NORTH AMERICA, INC.** hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into Contract No. B220257, dated **September 28, 2021** for On-Call Building Plan Review and/or Contractual Services, as needed (the "Existing Contract").

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

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

Section 3.1., COMPENSATION - shall be amended as follows:

Contractor shall be compensated in accordance with the Rate and Services Structure set forth in Attachment "A" of the Existing Contract. The contract price is hereby increased by **\$250,000.00**, for a total not to exceed compensation amount of \$500,000.00 to cover increased services requested by CITY.

Except as expressly amended hereby, all of the terms and conditions in the Existing Contract remain in full force and effect as originally executed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment No. **1** to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
BUREAU VERITAS NORTH AMERICA, INC.

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

CONVENE REGULAR MEETING

At 6:34 p.m., Mayor Jones convened the meeting with Council Members Brietigam, O'Neill, Klopfenstein, K. Nguyen, and D. Nguyen present.

INVOCATION

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

ORAL COMMUNICATIONS

Speakers: Paul Hoang

Written Comments: Craig Durfey

ADOPTION OF A PROCLAMATION RECOGNIZING APRIL AS DMV DONATE LIFE MONTH (F: 83.1)

It was moved by Mayor Jones, seconded by Council Member K. Nguyen that a proclamation recognizing April as DMV Donate Life Month be adopted.

Following adoption, Mr. David Coombs accepted the proclamation on behalf of One Legacy and encouraged everyone to register as an organ donor through the Department of Motor Vehicles.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, O'Neill, Klopfenstein, K. Nguyen, D. Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

ORAL COMMUNICATIONS (Continued)

Speakers: Ruhina Kahn, Nicholas Dibs

RECESS

At 6:52 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 6:55 p.m., Mayor Jones reconvened the meeting with Council Members Brietigam, O'Neill, Klopfenstein, K. Nguyen, and D. Nguyen present.

ADOPTION OF A PROCLAMATION RECOGNIZING APRIL AS SEXUAL ASSAULT AWARENESS MONTH (F: 83.1)

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

The Garden Grove City Council does hereby proclaim the month of April as Sexual Assault Awareness Month (SAAM) and recognized this year's theme of "Building safe online spaces together."

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, O'Neill, Klopfenstein, K. Nguyen, D. Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

ADOPTION OF A PROCLAMATION RECOGNIZING APRIL AS DMV DONATE LIFE MONTH (F: 83.1)

This matter was heard earlier in the meeting.

ADOPTION OF A PROCLAMATION RECOGNIZING APRIL AS NATIONAL CHILD ABUSE PREVENTION MONTH (F: 83.1)

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

The Garden Grove City Council does hereby proclaim the month of April as National Child Abuse Prevention Month, and urges all communities to take actions to end the tragedy of child abuse and neglect in our nation.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, O'Neill, Klopfenstein, K. Nguyen, D. Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

ADOPTION OF A PROCLAMATION CELEBRATING APRIL 25-29, 2022, AS AFTERSCHOOL PROFESSIONALS WEEK (F: 83.1)

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

The Garden Grove City Council does hereby proclaim the Week of April 25th through 29th, 2022 as Afterschool Professionals Week in recognition of all of the efforts from afterschool professionals working with our children.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, O'Neill, Klopfenstein, K. Nguyen, D. Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

ADOPTION OF A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE GARDEN GROVE POLICE ASSOCIATION (F: 78.8B)

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

Resolution No. 9726-22 entitled: A Resolution of the City Council of the City of Garden Grove approving the Memorandum of Understanding on salaries, wages, and fringe benefits for the Term 2022-2025 by and between the Garden Grove Police Association and the City of Garden Grove, be adopted; and

The Human Resources Director be authorized to finalize any last minute language changes that may occur between the parties.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, O'Neill, Klopfenstein, K. Nguyen, D. Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

AUTHORIZATION TO APPROPRIATE FUNDS AND AUTHORIZE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR A POLICE DEPARTMENT PATROL VEHICLE

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

Appropriation be authorized in the amount of \$38,188.88 from the Fleet Management Fund to the Fiscal Year 2021-22 budget; and

The Finance Director be authorized to issue a purchase order in the amount of \$38,188.88 to National Auto Fleet Group for the purchase of one (1) new Police Department patrol utility vehicle.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, O'Neill, Klopfenstein, K. Nguyen, D.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

RATIFICATION OF AMENDMENT NO. 2 TO AN AGREEMENT WITH JIG CONSULTANTS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR RESERVOIRS AND BOOSTER PUMP STATION REHABILITATION PROJECTS (F: 55-JIG Consultants)

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

Amendment No. 2 to the existing agreement with JIG Consultants, increasing the existing agreement amount from \$533,067 to \$591,467, be ratified; and

The City Manager's signature on Amendment No. 2 and to make minor modifications as appropriate on behalf of the City, be approved.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, O'Neill, Klopfenstein, K. Nguyen, D.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

RECEIVE AND FILE A MILITARY EQUIPMENT USE POLICY (F: 82.4)

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

The draft proposed Military Equipment Use Policy submitted be received and filed;

Staff be directed to post the attached draft Military Equipment use Policy on the Department's website pending further City Council consideration of the policy; and

Staff be directed to add an agenda item for a public hearing at least thirty (30) days from today's date to consider adoption of an ordinance approving the draft Military Equipment Use Policy.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, O'Neill, Klopfenstein, K. Nguyen, D.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

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

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

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

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, O'Neill, Klopfenstein, K. Nguyen, D.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

WARRANTS

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

Payroll Check numbers 00003428 through 00004027, inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures; and

Payroll Check numbers 00004028 through 00004629; and 00184906 through 00184920, inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures; and

Payroll Check numbers 00004630 through 00005232, 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 6-0-1 vote as follows:

Ayes: (6) Brietigam, O'Neill, Klopfenstein, K. Nguyen, D.
Nguyen, Jones
Noes: (0) None
Absent: (1) Bui

COUNCIL MEMBER KLOPFENSTEIN LEFT THE MEETING AT 6:57 P.M.

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. (CONTINUED FROM THE MARCH 22, 2022, MEETING.) (F: 55-City of Westminster) (XR: 96.1)

Following staff introduction, it was moved by Mayor Pro Tem D. Nguyen, seconded by Council Member K. Nguyen that:

A Cooperative Agreement with the City of Westminster for the rehabilitation of pavement surface on Westminster Avenue from Magnolia Street to Bushard Street be approved; and

The City Manager be authorized to execute the agreement for the City of Garden Grove's portion in the amount of \$521,285, and to make minor modifications as appropriate on behalf of the City.

The motion carried by a 5-0-2 vote as follows:

Ayes: (5) Brietigam, O'Neill, K. Nguyen, D. Nguyen, Jones
Noes: (0) None
Absent: (2) Bui, Klopfenstein

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

INFORMATION UPDATE ON HOMELESSNESS RESOURCES AND BE WELL OC MOBILE RESPONSE TEAM AS REQUESTED BY CITY MANAGER STILES (F: 57.1)

Assistant City Manager/Community and Economic Development Director Lisa Kim conducted an update and provided a PowerPoint presentation on Homelessness Resources. She noted that a Homelessness Data Dashboard that is updated regularly is on the City's website at <https://ggcity.org/endhomelessness/dashboard>. The dashboard currently lists data from July 1, 2021 through March 31, 2022, with over 8,000 individuals having been served and over \$700,000 expended for street outreach, emergency shelter beds, rapid rehousing services, homeless prevention counseling, homeless hotline calls, workforce development, mobile response unit calls, and housing vouchers.

The City has partnered with American Family Housing providing mainstream vouchers for the first Permanent Supportive Housing Project located at 11742 Stuart Drive, Garden Grove. The ten unit apartment building is currently 50 percent occupied with the remaining units in process for tenant improvements and lead abatement.

Ms. Kim introduced Mr. Tam Nguyen, a Supervisor with Be Well OC and member of the Hope Team, a mobile mental health program that provides immediate

assessment and stabilization for residents experiencing mental health issues and or substance abuse along with homelessness. Mr. Nguyen expressed that as former military and current resident, he is honored to serve Garden Grove as part of the Hope team. He gave a narrative regarding a 911 call from a family who were unaware of Be Well OC's service in the community, the Hope team was dispatched and through an empathetic approach he and his team were able to deescalate a family experiencing emotional distress. He stated, as depicted in the PowerPoint presentation that Be Well OC's Garden Grove team averages 161 calls per month with an average response time of 12.7 minutes.

Ms. Kim noted the service providers for Garden Grove include: 2-1-1 Orange County, City Net, Interval House, Stand Up for Kids, Mercy House, Illumination Foundation, Colette's Children's Home, Orange County Asian and Pacific Islander Community Alliance, Community Action Partnership of Orange County, and Families Forward.

City Manager Stiles stated that staff has been working hard on locating a Navigation Center for an emergency shelter, and that they have reached out to neighboring cities to partner with in order to combine resources for buying a property.

Council Member O'Neill commented that within this last decade, the County has been faced with a growing homeless population. He expressed appreciation for Garden Grove being proactive, the Mayor's work with Judge Carter, and staff's work on the street, as well as gathering statistics. He is supportive of the City continuing efforts to address homelessness in Garden Grove.

Council Member Brietigam encouraged staff to keep up the good work.

Mayor Pro Tem D. Nguyen gave kudos to staff and to the Be Well mobile resource unit and noted the unit's blue van is recognizable in the community. She encouraged continuing with making a positive impact. She acknowledged that a resource unit was Council Member K. Nguyen's idea and that Garden Grove is one of the first cities in the county to use Be Well.

Council Member K. Nguyen responded that she simply planted the seed back in 2016 by communicating to the Mayor the need to be proactive to address homelessness. She noted her lack of confidence in the initial vendor selected by the County, commenting on her work experience and understanding of the challenges for establishing a program. She is grateful that the City can collaborate with Be Well OC, and expressed her excitement about the program and her gratitude to staff on the implementation.

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

Council Member Brietigam noted that many of the oleander bushes planted throughout the city are dying. There is a community meeting scheduled on April 28,

2022, at 6:00 p.m. in the Community Meeting Center asking for public input on alternative plants to replace the oleanders.

Council Member O'Neill reminded everyone about pool safety and to make sure sprinklers are in good working order and to not over water lawns and plants.

Mayor Pro Tem D. Nguyen noted that Spring Break is this week and cautioned everyone to stay safe.

Council Member Kim Nguyen thanked the cities adopting proclamations recognizing April as Sexual Assault Awareness Month (SAAM). This is a personal issue for her as a survivor, and she would like as many people as possible join on April 27, 2022, for Denim Day, a day for the community to wear denim in solidarity against misconceptions on what constitutes sexual assault.

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

City Manager Stiles thanked the Human Resources Director, Budget Manager, Assistant City Manager/Community and Economic Development Director and the Deputy Police Chief for their work on the Memorandum of Understanding with the Police Association. He also thanked the Community Services Director as well as the Community Services Supervisor and staff, Graphics, Code Enforcement, and Finance for all of their work preparing for the Open Streets Event.

ADJOURNMENT

At 7:20 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be on Tuesday, April 26, 2022, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
City Clerk

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00005233	E03973	AVILA, VERONICA	04/21/2022	\$2,331.93
00005234	E04755	BRIETIGAM III, GEORGE S	04/21/2022	\$262.05
00005235	E04332	BUI, PHAT T	04/21/2022	\$295.81
00005236	E01338	CARRENO, SHAUNA J	04/21/2022	\$2,033.54
00005237	E02788	DAVIS, JEFFREY P	04/21/2022	\$1,628.85
00005238	E00803	HADDAD, PAMELA M	04/21/2022	\$1,988.03
00005239	E04750	HO, VY D	04/21/2022	\$1,967.77
00005240	E04096	HUYNH, DANNY	04/21/2022	\$4,788.12
00005241	E03612	JONES, STEVEN R	04/21/2022	\$205.65
00005242	E04131	KIM, NOELLE N	04/21/2022	\$2,498.00
00005243	E02612	KLOESS, VILMA C	04/21/2022	\$2,669.05
00005244	E04536	KLOPFENSTEIN, STEPHANIE L	04/21/2022	\$78.26
00005245	E01949	LE, IVY	04/21/2022	\$2,163.52
00005246	E01280	LE, TAMMY	04/21/2022	\$1,642.60
00005247	E04920	MENDIOLA, RACHEL	04/21/2022	\$518.77
00005248	E05828	MIDDENDORF, LINDA	04/21/2022	\$3,066.37
00005249	E02787	MORAN, MARIE L	04/21/2022	\$2,645.29
00005250	E02539	NAVARRO, MARIA A	04/21/2022	\$2,550.37
00005251	E04535	NGUYEN, DIEDRE THU HA	04/21/2022	\$277.59
00005252	E04948	NGUYEN, HOAI THUONG H	04/21/2022	\$1,394.92
00005253	E04537	NGUYEN, KIM B	04/21/2022	\$281.98
00005254	E03255	NGUYEN, PHUONG VIEN T	04/21/2022	\$2,171.63
00005255	E02560	NGUYEN, QUANG	04/21/2022	\$2,524.37
00005256	E01286	NGUYEN, TINA T	04/21/2022	\$3,209.21
00005257	E04534	ONEILL, JOHN R	04/21/2022	\$295.82
00005258	E04528	PARK, SHAWN S	04/21/2022	\$2,564.55
00005259	E03541	PHI, THYANA T	04/21/2022	\$2,768.49
00005260	E04443	POLLOCK, AMANDA M	04/21/2022	\$1,862.93
00005261	E06945	POMEROY, TERESA L	04/21/2022	\$3,565.41
00005262	E01964	PULIDO, ANA E	04/21/2022	\$4,019.96
00005263	E01356	RAMOS, MARIA	04/21/2022	\$2,449.79
00005264	E04387	STILES, SCOTT C	04/21/2022	\$5,616.12
00005265	E00564	STIPE, MARIA A	04/21/2022	\$5,656.44
00005266	E03715	THAI, KRISTY H	04/21/2022	\$2,426.76

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00005267	E02543	TO, TANYA L	04/21/2022	\$1,503.12
00005268	E01971	TRAN, CUONG K	04/21/2022	\$2,285.57
00005269	E02056	TRUONG, ELAINE	04/21/2022	\$1,689.80
00005270	E03983	VASQUEZ, LIZABETH C	04/21/2022	\$2,390.88
00005271	E04971	VITAL, ANDREA	04/21/2022	\$1,665.01
00005272	E02562	VO, THANH-NGUYEN	04/21/2022	\$2,276.65
00005273	E04944	ANDERSON CAMBA, ASHLEIGH R	04/21/2022	\$2,061.83
00005274	E04764	BRADLEY, JANNA K	04/21/2022	\$3,698.75
00005275	E03766	CERDA, MARY C	04/21/2022	\$2,145.87
00005276	E04673	HART, BRANDI M	04/21/2022	\$485.62
00005277	E04363	KWAN, LIANE Y	04/21/2022	\$3,459.82
00005278	E01985	LEE, JANY H	04/21/2022	\$3,724.06
00005279	E05007	NGUYEN, LE V	04/21/2022	\$970.77
00005280	E03420	PROCTOR, SHERRILL A	04/21/2022	\$2,409.07
00005281	E04726	RICHARDS, STEPHANIE E	04/21/2022	\$2,086.09
00005282	E04417	STEPHENSON, CAITLYN M	04/21/2022	\$2,721.47
00005283	E02115	STOVER, LAURA J	04/21/2022	\$8,288.77
00005284	E04580	ATIN RAMOS, MARISA	04/21/2022	\$1,359.56
00005285	E04445	BROWN, KAREN J	04/21/2022	\$837.95
00005286	E03313	BUI, AI N	04/21/2022	\$1,659.70
00005287	E04961	CHAO, VICTORIA	04/21/2022	\$1,480.62
00005288	E03686	CHAVEZ, JAIME F	04/21/2022	\$1,739.13
00005289	E03760	CHUNG, JANET J	04/21/2022	\$2,703.83
00005290	E04957	CURTSEIT, MARIA	04/21/2022	\$1,766.35
00005291	E03352	EIFERT, ANN C	04/21/2022	\$6,668.83
00005292	E04960	FUKAZAWA, KEISUKE	04/21/2022	\$1,499.63
00005293	E03134	GARCIA, SYLVIA	04/21/2022	\$851.04
00005294	E03429	GULLEY, SUSAN J	04/21/2022	\$129.52
00005295	E04638	HARRIS, KAREN M	04/21/2022	\$2,289.66
00005296	E03016	HERNANDEZ, GARY F	04/21/2022	\$1,798.54
00005297	E04569	HOFFMAN, CORINNE L	04/21/2022	\$2,426.29
00005298	E04968	HONG, SEUNGBUM	04/21/2022	\$1,658.63
00005299	E04959	LE, KENNETH H	04/21/2022	\$1,179.96
00005300	E00057	MANALANSAN, NEAL M	04/21/2022	\$1,968.76
00005301	E01668	MAY, ROBERT W	04/21/2022	\$1,620.06

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00005302	E01393	MENDEZ, ANGELA M	04/21/2022	\$2,008.60
00005303	E03628	MENDOZA, CHRISTI C	04/21/2022	\$1,847.06
00005304	E04958	NGO, TINA	04/21/2022	\$2,478.53
00005305	E04838	NIGATU, SELAMAWIT	04/21/2022	\$2,207.63
00005306	E01362	PETERSON, JENNIFER L	04/21/2022	\$2,065.55
00005307	E02429	PHAM, ANH	04/21/2022	\$1,663.95
00005308	E03610	RAMIREZ, EVA	04/21/2022	\$2,031.76
00005309	E05008	RAMOS, ASHLEY	04/21/2022	\$1,043.60
00005310	E04973	RAMOS, NANCY	04/21/2022	\$2,728.73
00005311	E04993	RESHMIN, TRISHITA	04/21/2022	\$1,659.87
00005312	E04625	SANCHEZ, DANIEL J	04/21/2022	\$0.00
00005313	E03539	SEGAWA, SANDRA E	04/21/2022	\$3,665.31
00005314	E04780	SONG, YUAN	04/21/2022	\$5,022.38
00005315	E04859	VO, MY TRA	04/21/2022	\$2,496.06
00005316	E03433	WESTON, RETA J	04/21/2022	\$1,224.74
00005317	E04674	WHITTAKER DEGEN, HELEN E	04/21/2022	\$715.34
00005318	E04527	YOO, MEENA	04/21/2022	\$2,293.29
00005319	E04493	ANDREWS, STEVEN F	04/21/2022	\$2,645.00
00005320	E00845	CHANG, TERENCE S	04/21/2022	\$2,784.59
00005321	E03498	ESPINOZA, VERNA L	04/21/2022	\$2,619.95
00005322	E04523	GALLO, CESAR	04/21/2022	\$2,953.03
00005323	E04415	GOLD, ANNA L	04/21/2022	\$2,031.33
00005324	E04713	HINGCO, ERNIE E	04/21/2022	\$2,027.00
00005325	E02617	KLOESS, GEOFFREY A	04/21/2022	\$3,759.74
00005326	E03571	MORAGRAAN, RACHOT	04/21/2022	\$4,044.16
00005327	E01277	PROFFITT, NOEL J	04/21/2022	\$3,063.79
00005328	E01901	RAO, ANAND V	04/21/2022	\$10,929.13
00005329	E03384	SCHULZE, KATRENA J	04/21/2022	\$2,480.21
00005330	E04395	SWANSON, MATTHEW T	04/21/2022	\$1,780.31
00005331	E01674	VALENZUELA, ANTHONY	04/21/2022	\$1,789.33
00005332	E00809	VICTORIA, ROD T	04/21/2022	\$2,143.44
00005333	E03014	WILDER, CANDY G	04/21/2022	\$2,122.37
00005334	E03509	WINSTON, TERREL KEITH	04/21/2022	\$3,158.90
00005335	E03725	ABU HAMDIYYAH, AMEENAH	04/21/2022	\$2,068.60
00005336	E02996	ASHLEIGH, JULIE A	04/21/2022	\$2,017.76

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00005337	E03161	AUSTIN, MICHAEL G	04/21/2022	\$2,734.05
00005338	E00740	BLODGETT, GREG	04/21/2022	\$5,332.33
00005339	E03808	CHENG, ALANA R	04/21/2022	\$2,840.70
00005340	E03601	CHUNG, CHRISTOPHER	04/21/2022	\$2,720.82
00005341	E03353	COVARRUBIAS, MONICA	04/21/2022	\$3,573.45
00005342	E00128	CRAMER, RITA M	04/21/2022	\$2,449.39
00005343	E04394	DAHLHEIMER, BRYSON T	04/21/2022	\$2,767.95
00005344	E04879	DAKE, RYAN J	04/21/2022	\$2,162.23
00005345	E04578	DENT, DAVID A	04/21/2022	\$4,473.95
00005346	E03697	GUERRERO, PAUL	04/21/2022	\$2,776.68
00005347	E03600	HARTWIG, TODD C	04/21/2022	\$2,768.34
00005348	E03531	HERNANDEZ, RALPH V	04/21/2022	\$2,292.59
00005349	E04855	HERRERA JR, ARMANDO	04/21/2022	\$596.38
00005350	E03410	HODSON, AARON J	04/21/2022	\$2,281.31
00005351	E04716	KASKLA, PRIIT J	04/21/2022	\$2,085.22
00005352	E04442	KIM, LISA L	04/21/2022	\$4,770.85
00005353	E03617	LEE, GRACE E	04/21/2022	\$2,545.80
00005354	E04490	LY, HUONG Q	04/21/2022	\$2,126.65
00005355	E03412	MARINO, LEE W	04/21/2022	\$4,488.57
00005356	E04194	MARTINEZ, MARIA L	04/21/2022	\$2,479.79
00005357	E03044	MOORE, JUDITH A	04/21/2022	\$2,111.47
00005358	E02895	MOURE, SVETLANA	04/21/2022	\$2,323.21
00005359	E04635	NGUYEN, PHU T	04/21/2022	\$3,848.41
00005360	E02842	PARRA, MARIA C	04/21/2022	\$3,182.29
00005361	E04894	REFUERZO JR., ORLINO CAMPOS	04/21/2022	\$588.71
00005362	E04992	ROBLES, ALFONSO	04/21/2022	\$2,309.36
00005363	E04408	THRONE, TIMOTHY E	04/21/2022	\$1,941.14
00005364	E04862	TRAN, JAKE P	04/21/2022	\$1,924.51
00005365	E03643	ALVARADO, YOLANDA A	04/21/2022	\$1,685.67
00005366	E04390	AMBRIZ, STEPHANIE	04/21/2022	\$602.60
00005367	E04771	BAILOR, REBECCA J	04/21/2022	\$481.19
00005368	E04988	BAUTISTA, BRENDA	04/21/2022	\$1,881.07
00005369	E04262	BEARD, ALEX C	04/21/2022	\$136.85
00005370	E04929	BENITEZ, LIZBETH	04/21/2022	\$136.85
00005371	E02658	CAMARENA, RACHEL M	04/21/2022	\$2,201.56

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00005372	E01588	CAMARENA, RENE	04/21/2022	\$6,364.27
00005373	E01902	CASILLAS, VICTORIA M	04/21/2022	\$1,916.16
00005374	E04949	CEDILLO PADILLA, JESSICA	04/21/2022	\$876.44
00005375	E04611	CROSS, AMANDA D	04/21/2022	\$1,903.22
00005376	E02956	CUMMINGS, KENNETH E	04/21/2022	\$124.50
00005377	E04814	DE ROSAS, VICTOR	04/21/2022	\$136.85
00005378	E04688	DELGADO CHAVEZ, MARLY	04/21/2022	\$319.31
00005379	E04653	DIAZ, GABRIELA	04/21/2022	\$775.97
00005380	E04791	DOWNS, KELDEN A	04/21/2022	\$449.80
00005381	E04679	FREEMAN, MARK C	04/21/2022	\$3,370.26
00005382	E04481	GARCIA, JARED D	04/21/2022	\$592.61
00005383	E04253	GARCIA, VANESSA L	04/21/2022	\$608.05
00005384	E03337	GODDARD, JENNIFER DANIELLE	04/21/2022	\$2,677.18
00005385	E03877	GOMEZ, STEVEN E	04/21/2022	\$835.33
00005386	E00940	GRANT, JACOB R	04/21/2022	\$2,465.02
00005387	E04967	HASHEMI, SETAREH	04/21/2022	\$440.96
00005388	E01687	HOLER, KIMBERLY K	04/21/2022	\$135.01
00005389	E04682	LOPEZ, KALYSTA N	04/21/2022	\$190.99
00005390	E03603	MA AE, ELAINE M	04/21/2022	\$2,944.86
00005391	E01552	MEDINA, JESUS	04/21/2022	\$1,808.38
00005392	E00455	MEDINA, JUAN	04/21/2022	\$2,262.63
00005393	E04925	MENDOZA, JESSICA	04/21/2022	\$387.51
00005394	E02808	MONTANCHEZ, JOHN A	04/21/2022	\$5,267.95
00005395	E04173	NAKAISHI, KIRSTEN K	04/21/2022	\$224.86
00005396	E04947	NGUYEN, ALEXANDER H	04/21/2022	\$446.32
00005397	E04391	NICHOLAS, NOEL N	04/21/2022	\$1,517.14
00005398	E04931	NODAL, NATALIE	04/21/2022	\$449.79
00005399	E00785	OCADIZ HERNANDEZ, GABRIELA	04/21/2022	\$3,233.69
00005400	E04965	ORDUNO, SAMANTHA	04/21/2022	\$596.74
00005401	E03881	PANGAN, CHRISTIAN	04/21/2022	\$130.37
00005402	E03361	PELAYO, JANET E	04/21/2022	\$3,776.33
00005403	E04777	PHAN, EDOUARD T	04/21/2022	\$544.46
00005404	E03893	PICKRELL, ARIELLE	04/21/2022	\$1,307.47
00005405	E04463	PUAILOA, SHADY S	04/21/2022	\$449.91
00005406	E04932	RAYO, ALONDRA	04/21/2022	\$124.56

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00005407	E02754	REYNOSO, SUGEIRY	04/21/2022	\$2,411.88
00005408	E04966	RIOS, GRAYSON M	04/21/2022	\$273.29
00005409	E04646	RIVERA, CATIA J	04/21/2022	\$83.04
00005410	E03362	ROMERO, MARINA Y	04/21/2022	\$1,981.48
00005411	E04684	ROSALES, MARIA D	04/21/2022	\$399.23
00005412	E04614	ROSAS, TANYA	04/21/2022	\$235.69
00005413	E04933	ROSAS, VANESSA	04/21/2022	\$124.56
00005414	E04620	SALDIVAR, DIANA	04/21/2022	\$433.26
00005415	E01893	SAUCEDO, DANA MARIE	04/21/2022	\$2,415.27
00005416	E00925	SCHLUMPBERGER, EMERON J	04/21/2022	\$1,040.26
00005417	E04926	SERNA, SAMANTHA M	04/21/2022	\$248.71
00005418	E04795	SIEVE, MYCHAELLA J	04/21/2022	\$663.68
00005419	E04927	SINGER, LAUREN ROSE EMIKO N	04/21/2022	\$117.64
00005420	E03895	SMITH, REBECCA S	04/21/2022	\$484.07
00005421	E01396	VALDIVIA, CLAUDIA	04/21/2022	\$3,237.99
00005422	E00015	VAN SICKLE, JEFFREY	04/21/2022	\$2,497.11
00005423	E04687	VARGAS, SAMANTHA B	04/21/2022	\$190.80
00005424	E04118	VENCES, DAISY O	04/21/2022	\$207.97
00005425	E04478	VENCES, JOSHUA	04/21/2022	\$371.09
00005426	E03085	VICTORIA, PAUL E	04/21/2022	\$1,349.62
00005427	E04609	VIRAMONTES, JACOB D	04/21/2022	\$445.69
00005428	E04274	WILMES, DAVID M	04/21/2022	\$522.97
00005429	E04734	ACOSTA, GIOVANNI	04/21/2022	\$2,332.87
00005430	E03819	ALAMILLO, MARCOS R	04/21/2022	\$3,552.04
00005431	E03712	ALARCON, CLAUDIA	04/21/2022	\$3,426.81
00005432	E03616	ALCARAZ, MARIA A	04/21/2022	\$2,050.80
00005433	E00121	ALLISON, WILLIAM	04/21/2022	\$4,772.52
00005434	E04873	ALVARADO, MADELINE M	04/21/2022	\$1,812.52
00005435	E04080	ALVAREZ BROWN, RICHARD A	04/21/2022	\$3,783.04
00005436	E03011	ANDERSON, BOBBY B	04/21/2022	\$3,102.63
00005437	E01234	ARELLANO, PEDRO R	04/21/2022	\$4,065.82
00005438	E04875	ARROYO, SANDRA M	04/21/2022	\$1,987.19
00005439	E04497	ASHBAUGH, TIMOTHY R	04/21/2022	\$3,057.41
00005440	E03397	ASHBY, PAUL W	04/21/2022	\$3,431.98
00005441	E04719	ATWOOD, MARIA S	04/21/2022	\$1,958.28

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00005442	E04613	AVALOS JR, FRANCISCO	04/21/2022	\$2,286.26
00005443	E01965	BACKOURIS, KRISTEN A	04/21/2022	\$1,831.53
00005444	E04550	BAEK, SHARON S	04/21/2022	\$2,480.70
00005445	E04209	BAINTO, JUDY A	04/21/2022	\$531.40
00005446	E04778	BAKER, COLLIN E	04/21/2022	\$3,457.17
00005447	E03005	BANKSON, JOHN F	04/21/2022	\$3,864.63
00005448	E04645	BARRAZA, RENE	04/21/2022	\$3,215.31
00005449	E04432	BEHZAD, JOSHUA K	04/21/2022	\$2,360.67
00005450	E04951	BELLO, ANGELICA	04/21/2022	\$1,614.45
00005451	E03006	BELTHIUS, LISA A	04/21/2022	\$139.30
00005452	E04753	BERENGER, BEAU A	04/21/2022	\$3,359.78
00005453	E03296	BERESFORD, EVAN S	04/21/2022	\$3,490.09
00005454	E01604	BERLETH, RYAN S	04/21/2022	\$2,143.76
00005455	E03443	BLUM, JAMES A	04/21/2022	\$3,128.02
00005456	E04149	BOGUE, SUMMER A	04/21/2022	\$2,739.66
00005457	E03363	BOWEN, GENA M	04/21/2022	\$2,001.47
00005458	E04767	BOWMAN, TROY F	04/21/2022	\$2,347.78
00005459	E04963	BOYENS III, ROBERT	04/21/2022	\$3,088.89
00005460	E00946	BRAME, KAREN D	04/21/2022	\$1,992.87
00005461	E04803	BRANTNER, BRITTANEE N	04/21/2022	\$1,772.76
00005462	E03380	BROWN, JEFFREY A	04/21/2022	\$4,419.31
00005463	E03968	BRUNICK, CARISSA L	04/21/2022	\$1,570.40
00005464	E02031	BURILLO, RICHARD O	04/21/2022	\$5,022.92
00005465	E03972	BUSTILLOS, RYAN V	04/21/2022	\$3,640.63
00005466	E03964	CAMARA, DANIEL A	04/21/2022	\$2,721.78
00005467	E04074	CAMPOS, JESENIA	04/21/2022	\$2,708.89
00005468	E03739	CAPPS, THOMAS A	04/21/2022	\$2,705.79
00005469	E02372	CENTENO, JUAN C	04/21/2022	\$5,135.04
00005470	E03607	CHANG, DAVID Y H	04/21/2022	\$3,050.12
00005471	E04867	CHAPPELL, SHYLER R.D.	04/21/2022	\$2,047.44
00005472	E03481	CHAURAN HAIRGROVE, TAMMY L	04/21/2022	\$2,115.44
00005473	E04498	CHEATHAM, JEROME L	04/21/2022	\$3,202.15
00005474	E03606	CHISM, KENNETH L	04/21/2022	\$1,871.98
00005475	E01541	CHO, HAN J	04/21/2022	\$4,570.99
00005476	E03423	CHOWDHURY, JACINTA F	04/21/2022	\$1,870.65

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00005477	E00003	CIBOSKY, COURTNEY P	04/21/2022	\$3,128.37
00005478	E04539	CLASBY JR, BRIAN M	04/21/2022	\$3,353.02
00005479	E04062	COOPMAN, AARON J	04/21/2022	\$3,336.77
00005480	E04872	CORNETT, KRISTINA L	04/21/2022	\$1,543.63
00005481	E04832	CORTEZ JR, DARRYL B	04/21/2022	\$2,712.03
00005482	E04666	CORTEZ, JULIO C	04/21/2022	\$2,601.06
00005483	E01875	COUGHRAN, ADAM B	04/21/2022	\$0.00
00005484	E01796	COULTER, GARY L	04/21/2022	\$2,815.28
00005485	E04555	CRUZ, REYNA	04/21/2022	\$1,999.73
00005486	E01364	DALTON, BRIAN D	04/21/2022	\$3,554.94
00005487	E04874	DANG, JOHN	04/21/2022	\$790.69
00005488	E00126	DANIELEY III, CHARLIE	04/21/2022	\$3,308.21
00005489	E01951	DANIELSON, PAUL E	04/21/2022	\$2,002.30
00005490	E01968	DARE, THOMAS R	04/21/2022	\$6,128.05
00005491	E04503	DAVILA, ISAAC	04/21/2022	\$2,682.77
00005492	E04431	DE ALMEIDA LOPES, NICHOLAS A	04/21/2022	\$4,705.08
00005493	E04731	DE PADUA, TANNER C	04/21/2022	\$2,637.64
00005494	E03691	DELGADO JR, JUAN L	04/21/2022	\$4,182.85
00005495	E03395	DIX, JENNIFER A	04/21/2022	\$2,556.79
00005496	E02313	DOSCHER, RONALD A	04/21/2022	\$2,349.78
00005497	E04586	DOVEAS, CHRISTOPHER C	04/21/2022	\$336.85
00005498	E04281	DRISCOLL, RUSSELL B	04/21/2022	\$1,933.01
00005499	E04844	DUARTE, TAYLOR M	04/21/2022	\$2,248.55
00005500	E04720	DUDLEY, BROD D	04/21/2022	\$2,576.30
00005501	E03625	EARLE, CHRISTOPHER M	04/21/2022	\$3,258.77
00005502	E03740	EL FARRA, AMIR A	04/21/2022	\$7,467.49
00005503	E03927	ELHAMI, MICHAEL K	04/21/2022	\$3,822.19
00005504	E03933	ELIZONDO, BENJAMIN M	04/21/2022	\$3,249.61
00005505	E04016	ELIZONDO, FLOR DE LIS	04/21/2022	\$2,428.56
00005506	E01598	ELSOUSOU, HELENA	04/21/2022	\$4,316.81
00005507	E02734	ESCALANTE, OTTO J	04/21/2022	\$6,124.82
00005508	E04334	ESCOBEDO, JOSHUA N	04/21/2022	\$3,208.87
00005509	E02724	ESTLOW, STEPHEN C	04/21/2022	\$3,495.47
00005510	E04358	ESTRADA MONSANTO, MICHELLE N	04/21/2022	\$2,639.74
00005511	E04748	FAJARDO, JESUS	04/21/2022	\$3,446.87

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00005512	E04303	FERREIRA JR, HECTOR	04/21/2022	\$2,530.35
00005513	E01663	FERRIN, KORY C	04/21/2022	\$4,005.93
00005514	E03976	FIGUEREDO, GEORGE R	04/21/2022	\$4,016.99
00005515	E02838	FISCHER, JAMES D	04/21/2022	\$1,097.13
00005516	E04774	FLINN, PATRICIA C	04/21/2022	\$2,762.60
00005517	E02887	FOSTER, VICTORIA M	04/21/2022	\$1,491.14
00005518	E04033	FRANCISCO, KATHERINE M	04/21/2022	\$2,523.82
00005519	E02963	FRANKS, JAMES D	04/21/2022	\$3,677.63
00005520	E04747	FRESENIUS, ROBERT D	04/21/2022	\$2,298.58
00005521	E00903	FRUTOS, VERONICA	04/21/2022	\$1,780.58
00005522	E04975	FUKUDA, KEVIN	04/21/2022	\$334.71
00005523	E04729	GARCIA, JOSEPH A	04/21/2022	\$1,783.66
00005524	E03086	GARCIA, PETE	04/21/2022	\$3,809.10
00005525	E03659	GARNER, AMANDA B	04/21/2022	\$1,011.91
00005526	E02606	GEORGE, DAVID L	04/21/2022	\$2,118.33
00005527	E04351	GERDIN, MICHAEL E	04/21/2022	\$2,881.73
00005528	E04542	GIFFORD, ROBERT J	04/21/2022	\$3,009.11
00005529	E01981	GILDEA, PATRICK E	04/21/2022	\$3,340.86
00005530	E04658	GIRGENTI, BRIAN C	04/21/2022	\$3,801.89
00005531	E04401	GLEASON, SEAN M	04/21/2022	\$2,623.85
00005532	E04917	GOMEZ, JESUS	04/21/2022	\$2,081.34
00005533	E04863	GONZALEZ JR, GONZALO	04/21/2022	\$3,493.10
00005534	E04732	HADDEN, TRAVIS J	04/21/2022	\$2,602.79
00005535	E04787	HALEY, KYLE N	04/21/2022	\$1,724.53
00005536	E03527	HALLER, TROY	04/21/2022	\$4,687.29
00005537	E03402	HEINE, STEVEN H	04/21/2022	\$3,663.37
00005538	E02469	HERRERA, JOSE D	04/21/2022	\$3,481.58
00005539	E04244	HINGCO, PINKY C	04/21/2022	\$2,454.13
00005540	E03713	HOLLOWAY, WILLIAM T	04/21/2022	\$3,985.55
00005541	E04739	HOWARD, JASON A	04/21/2022	\$2,897.46
00005542	E04654	HURLEY, KIRK P	04/21/2022	\$2,118.60
00005543	E04089	HUTCHINS, DONALD J	04/21/2022	\$3,607.59
00005544	E03815	HUYNH, AI KELLY	04/21/2022	\$2,210.63
00005545	E03559	HUYNH, THI A	04/21/2022	\$2,463.77
00005546	E04915	ITURRALDE, JENNIFER L	04/21/2022	\$1,028.09

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00005547	E04583	JENSEN, MICHAEL J	04/21/2022	\$5,044.14
00005548	E02935	JENSEN, NICKOLAS K	04/21/2022	\$3,732.16
00005549	E04587	JIMENEZ JR, EFRAIN A	04/21/2022	\$2,850.74
00005550	E04781	JIMENEZ TAVAREZ, SERGIO J	04/21/2022	\$2,809.95
00005551	E04655	JOHNSON, CODY M	04/21/2022	\$2,535.94
00005552	E03368	JOHNSON, JASON L	04/21/2022	\$2,930.34
00005553	E03831	JORDAN, GERALD F	04/21/2022	\$2,875.51
00005554	E04610	JORDAN, VICTORIA A	04/21/2022	\$183.89
00005555	E04444	JULIENNE, PATRICK R	04/21/2022	\$3,335.28
00005556	E04559	KELLEY, KRISTOFER D	04/21/2022	\$3,617.39
00005557	E04353	KEUILIAN, SHELBY	04/21/2022	\$2,081.68
00005558	E04663	KIM, CHAD B	04/21/2022	\$1,956.28
00005559	E04641	KIM, EDWARD K	04/21/2022	\$139.36
00005560	E04538	KIMBERLY, ALLYSON L	04/21/2022	\$1,913.66
00005561	E03932	KIVLER, ROBERT J	04/21/2022	\$3,294.75
00005562	E03389	KOLANO, JOSEPH L	04/21/2022	\$2,708.21
00005563	E03294	KOVACS, LEA K	04/21/2022	\$2,986.62
00005564	E04669	KOVACS, TIMOTHY P	04/21/2022	\$4,320.65
00005565	E03484	KUNKEL, PETER M	04/21/2022	\$3,519.85
00005566	E04804	LADD, LAUREN M	04/21/2022	\$3,124.19
00005567	E04857	LANG, MICHAEL J	04/21/2022	\$2,991.14
00005568	E03511	LAZENBY, NICHOLAS A	04/21/2022	\$3,101.37
00005569	E04877	LE, BAO TINH THI	04/21/2022	\$1,898.17
00005570	E04021	LEE, RAPHAEL M	04/21/2022	\$3,126.06
00005571	E04970	LEIVA, EDUARDO C	04/21/2022	\$4,708.58
00005572	E03488	LEYVA, ERICK	04/21/2022	\$4,086.48
00005573	E04541	LINK, DEREK M	04/21/2022	\$3,888.20
00005574	E00030	LOERA JR, RAFAEL	04/21/2022	\$4,685.00
00005575	E05033	LOFFLER, CHARLES H	04/21/2022	\$4,363.76
00005576	E02645	LOPEZ, DAVID	04/21/2022	\$3,399.26
00005577	E05066	LORD, MARK A	04/21/2022	\$4,711.29
00005578	E04581	LOWEN, BRADLEY A	04/21/2022	\$2,859.81
00005579	E04761	LUCATERO, JESSE A	04/21/2022	\$2,469.40
00005580	E00027	LUKAS, STEVEN W	04/21/2022	\$2,040.73
00005581	E04048	LUX, ROBERT D	04/21/2022	\$2,555.29

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00005582	E03663	LUX, RYAN M	04/21/2022	\$3,883.18
00005583	E04772	LY, LINDALINH THU	04/21/2022	\$1,431.46
00005584	E04661	MACHUCA, ROBERTO	04/21/2022	\$2,735.26
00005585	E03752	MACY, TAYLOR A	04/21/2022	\$3,160.62
00005586	E04532	MANIACI, GIANLUCA F	04/21/2022	\$2,965.81
00005587	E04435	MARCHAND, MATTHEW P	04/21/2022	\$4,148.13
00005588	E01359	MARTINEZ JR, MARIO	04/21/2022	\$4,457.70
00005589	E04974	MARTINEZ, JUANITA PATRICIA	04/21/2022	\$1,876.75
00005590	E02792	MATA, RAQUEL D	04/21/2022	\$722.73
00005591	E04656	MAZON, JORGE L	04/21/2022	\$2,463.22
00005592	E02796	MCFARLANE, MARIA C	04/21/2022	\$2,255.95
00005593	E06761	MEEKS, REBECCA S	04/21/2022	\$4,014.63
00005594	E03826	MEERS, BRYAN J	04/21/2022	\$4,066.28
00005595	E02655	MENDOZA CAMPOS, MELISSA	04/21/2022	\$2,557.04
00005596	E04402	MERRILL, KENNETH E	04/21/2022	\$574.01
00005597	E03965	MIHALIK, DANNY J	04/21/2022	\$4,191.29
00005598	E04840	MONTOYA, DAWN M	04/21/2022	\$1,674.59
00005599	E04865	MORIN, LINDA M	04/21/2022	\$3,966.09
00005600	E04352	MORSE, JEREMY N	04/21/2022	\$3,826.35
00005601	E01940	MORTON, NATHAN D	04/21/2022	\$5,152.71
00005602	E04454	MOSER, MICHAEL A	04/21/2022	\$2,204.68
00005603	E04330	MOSSER, MITCHEL S	04/21/2022	\$3,104.23
00005604	E03929	MURILLO JR, RAUL	04/21/2022	\$4,782.08
00005605	E04626	MURO, JASON M	04/21/2022	\$4,547.21
00005606	E03579	MURPHY, PATRICK W	04/21/2022	\$3,113.46
00005607	E04577	MUSCHETTO, PATRICK J	04/21/2022	\$2,018.55
00005608	E03422	NADOLSKI, THOMAS R	04/21/2022	\$1,708.53
00005609	E04111	NEELY, JACOB J	04/21/2022	\$1,909.28
00005610	E04436	NGUYEN, JEFFREY C	04/21/2022	\$4,183.99
00005611	E02813	NGUYEN, TRINA T	04/21/2022	\$1,883.80
00005612	E04540	NIKOLIC, ADAM C	04/21/2022	\$4,732.17
00005613	E03367	OJEISEKHOBBA, JOHN O	04/21/2022	\$348.26
00005614	E03350	OLIVO, JOSHUA T	04/21/2022	\$3,888.25
00005615	E04035	ORTIZ, STEVEN TRUJILLO	04/21/2022	\$2,699.83
00005616	E03427	PANELLA, JOSEPH N	04/21/2022	\$2,185.40

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00005617	E04910	PAQUA, BRANDON J	04/21/2022	\$2,184.42
00005618	E01948	PARK, BRANDY J	04/21/2022	\$2,822.31
00005619	E02995	PAYAN, CRISTINA V	04/21/2022	\$2,348.29
00005620	E00824	PAYAN, LUIS A	04/21/2022	\$4,369.75
00005621	E04843	PEREZ, EMMANUEL	04/21/2022	\$3,545.40
00005622	E01657	PEREZ, OMAR F	04/21/2022	\$2,984.65
00005623	E00145	PERKINS, JASON S	04/21/2022	\$4,725.06
00005624	E04429	PHAM, PHILLIP H	04/21/2022	\$3,611.26
00005625	E06938	PLUARD, DOUGLAS A	04/21/2022	\$4,093.97
00005626	E03299	POLOPEK, COREY T	04/21/2022	\$3,539.66
00005627	E04788	QUIROZ, LUIS A	04/21/2022	\$2,515.72
00005628	E03967	RAMIREZ OROZCO, SINDY	04/21/2022	\$4,153.38
00005629	E04955	RAMIREZ, KAYLYN C	04/21/2022	\$1,535.53
00005630	E03390	RAMIREZ, LUIS F	04/21/2022	\$3,550.50
00005631	E05021	RAMIREZ, TERRA M	04/21/2022	\$2,916.38
00005632	E04914	RAMOS, RODOLFO B	04/21/2022	\$651.91
00005633	E03217	RANEY, JOHN E	04/21/2022	\$3,743.93
00005634	E04941	RASMUSSEN, TRENTON L	04/21/2022	\$2,493.38
00005635	E04659	REED, THOMAS S	04/21/2022	\$2,413.96
00005636	E03486	REYES, RON A	04/21/2022	\$3,161.19
00005637	E04911	RICHARDS, BRYANT D	04/21/2022	\$2,211.19
00005638	E04437	RICHMOND, RYAN R	04/21/2022	\$2,792.04
00005639	E04860	ROCHA, RUDY A	04/21/2022	\$373.67
00005640	E04738	RODRIGUEZ, DANIEL	04/21/2022	\$2,764.76
00005641	E04082	RODRIGUEZ, JENNIFER M	04/21/2022	\$2,280.10
00005642	E04438	ROGERS, CHRISTIN E	04/21/2022	\$3,019.48
00005643	E04385	ROJAS, ASHLEY C	04/21/2022	\$2,082.07
00005644	E04507	ROMBOUGH, JENNIFER V	04/21/2022	\$2,465.23
00005645	E04552	RUZIECKI, ERIC T	04/21/2022	\$3,297.23
00005646	E02845	SALAZAR, SEAN M	04/21/2022	\$2,937.01
00005647	E04845	SALGADO JR., ALFREDO	04/21/2022	\$2,225.01
00005648	E03297	SAMOFF, TANYA L	04/21/2022	\$3,037.40
00005649	E02646	SANTANA, LINO G	04/21/2022	\$6,733.96
00005650	E03035	SEYMOUR, SUSAN A I	04/21/2022	\$2,526.31
00005651	E04282	SHELGREN, CHRISTOPHER M	04/21/2022	\$3,444.57

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00005652	E04616	SHIPLEY, AARON T	04/21/2022	\$2,307.19
00005653	E02937	SHORROW, NICOLE D	04/21/2022	\$3,199.04
00005654	E04864	SILVA, LEVI JOENIEL	04/21/2022	\$2,411.75
00005655	E04576	SIMONS, SHAYLEN L	04/21/2022	\$2,504.88
00005656	E04934	SLETTVET, HEATHER P	04/21/2022	\$2,039.41
00005657	E02587	SOSEBEE, DANNY J	04/21/2022	\$2,296.19
00005658	E03563	SPELLMAN, MARSHA D	04/21/2022	\$2,662.89
00005659	E04500	STAAL, GAREY D	04/21/2022	\$3,465.79
00005660	E03218	STARNES, CHARLES W	04/21/2022	\$3,051.81
00005661	E03761	STEPHENSON III, ROBERT M	04/21/2022	\$4,540.61
00005662	E04584	STROUD, BRIAN T	04/21/2022	\$4,561.14
00005663	E02979	TESSIER, PAUL M	04/21/2022	\$3,630.55
00005664	E04449	TRAN, SPENCER T	04/21/2022	\$2,472.87
00005665	E02982	VAICARO, VINCENTE J	04/21/2022	\$3,933.07
00005666	E03053	VALENCIA, EDGAR	04/21/2022	\$3,448.52
00005667	E04667	VAUGHN, CALEB I	04/21/2022	\$501.64
00005668	E04434	VELLANOWETH, KIMBRA S	04/21/2022	\$2,116.44
00005669	E04903	VIGIL, DANIEL C	04/21/2022	\$3,014.43
00005670	E03022	VU, TUONG-VAN NGUYEN	04/21/2022	\$2,155.10
00005671	E04730	VU, TYLER D	04/21/2022	\$683.92
00005672	E01905	WAINWRIGHT, JONATHAN B	04/21/2022	\$4,095.13
00005673	E03220	WARDLE, DENNIS	04/21/2022	\$3,544.13
00005674	E03213	WARDLE, SANTA	04/21/2022	\$2,140.78
00005675	E04758	WEYKER, CHRYSYAL L	04/21/2022	\$2,225.68
00005676	E03930	WHITNEY, CHERYL L	04/21/2022	\$2,298.00
00005677	E03305	WIMMER, ROYCE C	04/21/2022	\$3,976.23
00005678	E04762	WREN, DANIELLE E	04/21/2022	\$3,225.91
00005679	E04763	WRIGHT, SARAH A	04/21/2022	\$2,534.43
00005680	E04856	XU, DUO	04/21/2022	\$1,877.67
00005681	E03543	YELENSKY, SHANNON M	04/21/2022	\$1,794.06
00005682	E04156	YERGLER, JOHN J	04/21/2022	\$3,932.40
00005683	E04722	YNIGUEZ, COLE A	04/21/2022	\$2,359.30
00005684	E09942	YOUNG, DAVID C	04/21/2022	\$4,246.69
00005685	E01978	ZMIJA, ADAM D	04/21/2022	\$3,526.10
00005686	E04517	AGUIRRE, ALFRED J	04/21/2022	\$3,068.66

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00005687	E01626	AGUIRRE, ANSELMO	04/21/2022	\$2,055.32
00005688	E04451	AGUIRRE, ANTHONY U	04/21/2022	\$303.14
00005689	E04631	ANDREI, IOAN	04/21/2022	\$1,095.20
00005690	E04678	BABINSKI IV, SYLVESTER A	04/21/2022	\$1,927.80
00005691	E04336	BECERRA, RODOLPHO M	04/21/2022	\$2,128.36
00005692	E04972	BECERRA-SAMANIEGO JR, GABRIEL	04/21/2022	\$2,081.71
00005693	E04770	BELL, DONEISHA L	04/21/2022	\$733.53
00005694	E01255	BOS, MICHAEL C	04/21/2022	\$3,395.44
00005695	E04650	BUCHLER, RAYMOND A	04/21/2022	\$1,282.01
00005696	E01584	CANDELARIA, DANIEL J	04/21/2022	\$4,127.76
00005697	E04300	CANO, EDGAR A	04/21/2022	\$1,769.09
00005698	E03828	CANTRELL, JEFFREY G	04/21/2022	\$2,186.71
00005699	E03811	CARRISOZA, ALBERT J	04/21/2022	\$2,156.83
00005700	E00916	CARTER, PHILLIP J	04/21/2022	\$3,141.66
00005701	E04869	CHAVEZ, DAMIAN JESUS	04/21/2022	\$693.47
00005702	E04551	CONTRERAS, GABRIELA R	04/21/2022	\$2,616.70
00005703	E03518	COTTON, JULIE T	04/21/2022	\$1,748.61
00005704	E03807	DE LA ROSA, VINCENT L	04/21/2022	\$3,006.78
00005705	E03736	DIBAJ, KAMYAR	04/21/2022	\$3,656.94
00005706	E04989	DOCHERTY, PAUL	04/21/2022	\$722.42
00005707	E02515	DUVALL, RICK L	04/21/2022	\$3,297.06
00005708	E04514	ESPINOZA, ERIC M	04/21/2022	\$2,349.34
00005709	E03733	ESPINOZA, JULIA	04/21/2022	\$1,282.86
00005710	E03190	EURS II, ALBERT R	04/21/2022	\$2,737.58
00005711	E03405	FERNANDEZ, CECILIA A	04/21/2022	\$1,258.58
00005712	E04785	FLORES, ARTHUR J	04/21/2022	\$0.00
00005713	E04990	FLORES, MITCHELL C	04/21/2022	\$713.67
00005714	E04491	FRANCO, ROBERT J	04/21/2022	\$783.90
00005715	E00558	FREGOSO, ALICE K	04/21/2022	\$2,032.50
00005716	E04754	GARCIA, ALICIA R	04/21/2022	\$1,516.50
00005717	E04677	GIROUARD, CASEY G	04/21/2022	\$2,014.41
00005718	E04629	GOMEZ, DIANA	04/21/2022	\$981.49
00005719	E03341	GONZALEZ, JORGE	04/21/2022	\$1,213.86
00005720	E04473	GOUNTOUMA, SOUMELIA K	04/21/2022	\$2,963.75
00005721	E03400	GREENE, MICHAEL R	04/21/2022	\$2,062.52

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00005722	E03685	GUZMAN, JESSE	04/21/2022	\$390.87
00005723	E04299	HANSEN, AARON R	04/21/2022	\$2,647.64
00005724	E03523	HARO, GLORIA A	04/21/2022	\$1,226.04
00005725	E03759	HERNANDEZ, HERMILO	04/21/2022	\$1,954.26
00005726	E04622	HOFER, ALICIA M	04/21/2022	\$2,032.62
00005727	E02874	HOLMON III, ALBERT J	04/21/2022	\$3,765.79
00005728	E04347	HSIEH, NICOLAS C	04/21/2022	\$3,616.33
00005729	E03588	HUYNH, HUY HOA	04/21/2022	\$2,311.26
00005730	E04831	ILFELD, MATTHEW D	04/21/2022	\$1,336.96
00005731	E01907	JACOT, ROSEMARIE	04/21/2022	\$2,127.93
00005732	E04296	JOHNSON, ERIC W	04/21/2022	\$1,967.93
00005733	E04470	KAYLOR, BRENT	04/21/2022	\$3,065.55
00005734	E04728	KHALIL, MARK M	04/21/2022	\$2,153.44
00005735	E04382	KWIATKOWSKI, BRYAN D	04/21/2022	\$1,786.32
00005736	E02852	LADNEY, MARK W	04/21/2022	\$2,794.41
00005737	E04769	LAMAS, LEONEL A	04/21/2022	\$976.03
00005738	E03813	LEWIS, SHAN L	04/21/2022	\$2,633.73
00005739	E03301	LEYVA, RAUL	04/21/2022	\$2,216.54
00005740	E05364	MARU, NAVIN B	04/21/2022	\$4,905.95
00005741	E04665	MEJIA, DIEGO A	04/21/2022	\$1,884.94
00005742	E03493	MENDEZ, RIGOBERTO	04/21/2022	\$3,847.48
00005743	E04724	MOORE, DOUGLAS A	04/21/2022	\$2,247.87
00005744	E04827	MORELAND, ANDREW J	04/21/2022	\$1,697.60
00005745	E01243	MURRAY JR, WILLIAM E	04/21/2022	\$6,550.01
00005746	E04634	NAVARRO, JUAN C	04/21/2022	\$2,978.90
00005747	E00084	NGUYEN, KHUONG	04/21/2022	\$1,273.87
00005748	E04969	ORNELLAS, MICHAEL	04/21/2022	\$1,158.59
00005749	E03378	ORTIZ, STEVEN T	04/21/2022	\$2,464.94
00005750	E04779	PHAM, PHILLIP Q	04/21/2022	\$758.37
00005751	E03754	PINKSTON, RICHARD L	04/21/2022	\$2,494.07
00005752	E04567	POWELL, AUSTIN H	04/21/2022	\$2,410.56
00005753	E03799	QUIROZ, ROLANDO	04/21/2022	\$1,894.77
00005754	E04572	REED, MELVIN P	04/21/2022	\$1,722.24
00005755	E02058	REYES, DELFRADO C	04/21/2022	\$1,273.87
00005756	E04295	ROBLES, RAFAEL	04/21/2022	\$1,831.82

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00005757	E04563	RODRIGUEZ, ADRIANNA M	04/21/2022	\$1,151.46
00005758	E04289	SALDIVAR, RICARDO	04/21/2022	\$1,812.79
00005759	E04505	SANTOS, MICHAEL F	04/21/2022	\$3,354.86
00005760	E04215	SMOUSE, TREVOR G	04/21/2022	\$2,456.47
00005761	E04836	SOTO, WILLIAM A	04/21/2022	\$1,691.06
00005762	E03091	SUDDUTH, STEPHEN D	04/21/2022	\$2,706.14
00005763	E01625	TAPIA, LUIS A	04/21/2022	\$2,552.14
00005764	E04756	TARIN, ALEXIS P	04/21/2022	\$3,235.86
00005765	E03239	TAUANU U, STEVE J	04/21/2022	\$2,577.45
00005766	E08661	THOMPSON, MICHAEL W	04/21/2022	\$3,784.92
00005767	E04773	THURMAN JR, EDWIN O	04/21/2022	\$996.67
00005768	E08679	THURMAN, RODERICK	04/21/2022	\$1,802.18
00005769	E03480	TRIMBLE, EMILY H	04/21/2022	\$1,946.84
00005770	E04825	TRUJILLO, JOSEPH E	04/21/2022	\$1,439.66
00005771	E02482	UPHUS, MARK P	04/21/2022	\$4,319.73
00005772	E03681	VASQUEZ, JOSE A	04/21/2022	\$2,563.45
00005773	E02942	VERA, EVARISTO	04/21/2022	\$1,959.13
00005774	E03727	VERGARA NEAL, ANA G	04/21/2022	\$2,777.74
00005775	E01580	VU, DAI C	04/21/2022	\$5,161.54
00005776	E04362	VU, KHANG L	04/21/2022	\$3,194.02
00005777	E04896	WESTON, SHAQUANNA D	04/21/2022	\$575.77
00005778	E01619	WHITE, WILLIAM J	04/21/2022	\$2,317.03
00005779	E03414	WILLIAMS, HILLARD J	04/21/2022	\$205.07
00005780	E04006	WILLIAMS, RICHARD L	04/21/2022	\$2,286.38
00005781	E03436	ZIEGLER, RICK S	04/21/2022	\$783.71
00005782	E03917	ALLEN, CHRISTOPHER L	04/21/2022	\$67.98
00005783	E04163	AMBRIZ GARCIA, EDWARD D	04/21/2022	\$1,375.37
00005784	E03338	ARIONUS, JOSHUA	04/21/2022	\$0.00
00005785	E04784	BANUELOS, ALEJANDRO	04/21/2022	\$7,680.67
00005786	E04063	BERGER, JAN	04/21/2022	\$2,350.32
00005787	E00651	BERMUDEZ, ROBERT P	04/21/2022	\$3,231.50
00005788	E03495	BLAS, VICTOR T	04/21/2022	\$2,923.65
00005789	E00070	CANNON, TIM P	04/21/2022	\$3,824.11
00005790	E04365	DAN, CARINA M	04/21/2022	\$2,334.99
00005791	E04440	DAVIS, RYAN H	04/21/2022	\$1,847.27

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00005792	E03145	DE LA ROSA, FRANK X	04/21/2022	\$2,750.11
00005793	E03051	DIEMERT, RONALD W	04/21/2022	\$2,693.86
00005794	E02718	ESCOBAR, CHRIS N	04/21/2022	\$3,706.62
00005795	E03688	GLENN, JEREMY J	04/21/2022	\$1,794.75
00005796	E01618	GOMEZ, JOSE	04/21/2022	\$1,979.26
00005797	E02701	GONZALEZ, ALEJANDRO	04/21/2022	\$4,552.52
00005798	E01652	GRAY, MICHAEL J	04/21/2022	\$4,234.98
00005799	E03763	GRIFFIN, LARRY	04/21/2022	\$3,357.63
00005800	E04828	GUERRERO, MICHAEL V	04/21/2022	\$1,941.84
00005801	E04018	HAENDIGES, ROBERT A	04/21/2022	\$3,487.81
00005802	E03575	HART, RYAN S	04/21/2022	\$6,797.90
00005803	E03701	HAYES, BRENT W	04/21/2022	\$3,302.39
00005804	E03399	HOWENSTEIN, FRANK D	04/21/2022	\$2,486.70
00005805	E03406	HUY, EDWARD A	04/21/2022	\$2,214.16
00005806	E04782	JIN, LIYAN	04/21/2022	\$2,360.27
00005807	E03534	KIM, SAMUEL K	04/21/2022	\$3,725.27
00005808	E03254	KIRZHNER, ALLEN G	04/21/2022	\$4,117.72
00005809	E03988	LI, REBECCA PIK KWAN	04/21/2022	\$4,124.27
00005810	E02063	MA AE, DAVID	04/21/2022	\$2,011.20
00005811	E03249	MANSON, RAQUEL K	04/21/2022	\$3,115.18
00005812	E04837	MARTINEZ, ALFREDO	04/21/2022	\$2,444.64
00005813	E02124	MEISLAHN, TYLER	04/21/2022	\$1,828.25
00005814	E04403	MONTGOMERY, JESSE K	04/21/2022	\$2,248.95
00005815	E04707	MORRIS, JUSTIN M	04/21/2022	\$1,654.89
00005816	E03590	MOYA JR, STEVEN J	04/21/2022	\$2,376.98
00005817	E03519	MURAD, BASIL G	04/21/2022	\$2,975.19
00005818	E03144	NATLAND, KIRK L	04/21/2022	\$1,465.15
00005819	E04291	NGUYEN, DUC TRUNG	04/21/2022	\$3,149.34
00005820	E04904	NGUYEN, LISA	04/21/2022	\$570.75
00005821	E03221	NICOLAE, CORNELIU	04/21/2022	\$3,083.79
00005822	E04210	NUNES, BRANDON S	04/21/2022	\$1,704.96
00005823	E03923	ORNELAS, ANDREW I	04/21/2022	\$2,508.25
00005824	E03582	ORTEGA, DAVID A	04/21/2022	\$3,508.84
00005825	E03578	PASILLAS, CELESTINO J	04/21/2022	\$2,833.76
00005826	E03170	PEARSON, WILLIAM F	04/21/2022	\$2,939.56

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00005827	E04950	PHAM ADA, DYLLAN TUAN ANH	04/21/2022	\$274.92
00005828	E04805	POLIDORI, JESSICA J	04/21/2022	\$2,051.38
00005829	E02500	PORRAS, STEPHEN	04/21/2022	\$2,919.98
00005830	E04489	PRUDHOMME, CHRISTOPHER B	04/21/2022	\$1,895.55
00005831	E07590	RUITENSCHILD, LES A	04/21/2022	\$3,937.01
00005832	E03926	RUIZ, JONATHAN	04/21/2022	\$2,989.76
00005833	E07690	SANTOS, ALEXIS	04/21/2022	\$1,833.56
00005834	E07692	SARMIENTO, ADRIAN M	04/21/2022	\$2,486.45
00005835	E04956	SON, TOMMY T	04/21/2022	\$2,130.58
00005836	E04301	TALAMANTES JR, ALBERT	04/21/2022	\$2,148.89
00005837	E04121	TRAN, MINH K	04/21/2022	\$2,845.85
00005838	E00151	VALENZUELA JR, ALEJANDRO	04/21/2022	\$0.00
00005839	E08881	VALENZUELA, ALEJANDRO N	04/21/2022	\$4,419.19
00005840	E01882	VIRAMONTES, JESSE	04/21/2022	\$1,998.08
00005841	E04195	WOLLAND, RONALD J	04/21/2022	\$1,566.24
00005842	E09940	YERGENSEN, VICTOR K	04/21/2022	\$3,535.66
00005843	E09954	ZAVALA, JOHN	04/21/2022	\$5,091.21
			Check: 611	\$1,514,249.62
			Total: 611	\$1,514,249.62

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00184941	E04994	GREENUP, BREANNA C	04/21/2022	\$645.99
00184942	E00977	BELAIR, DIANE	04/21/2022	\$2,021.77
00184943	E05009	ALVAREZ, CYNTHIA	04/21/2022	\$240.15
00184944	E04978	AVINA, MIKAYLA M	04/21/2022	\$736.78
00184945	E03304	CHUMACERO, DEANNA M	04/21/2022	\$514.19
00184946	E04982	GONZALEZ, KATHERYN	04/21/2022	\$729.30
00184947	E04824	PACHECO, LAURA M	04/21/2022	\$424.31
00184948	E04976	BELTHIUS, TYLER E	04/21/2022	\$484.39
00184949	E05002	CARBALLO, MILTON A	04/21/2022	\$2,138.90
00184950	E05003	HA, DANNY	04/21/2022	\$2,350.99
00184951	E05000	KOVACS, TIMOTHY M	04/21/2022	\$2,364.46
00184952	E05001	RODRIGUEZ, RYAN ELIJAH	04/21/2022	\$2,208.36
00184953	E04977	VAZQUEZ, BRIAN M	04/21/2022	\$484.39
00184954	E04997	FLORES, ANTHONY	04/21/2022	\$713.67
00184955	E05010	GALVAN, EDGAR	04/21/2022	\$474.95
00184956	E04979	JURADO, MICHAEL	04/21/2022	\$1,815.39
00184957	E05006	MARQUEZ, STEVEN ADAM	04/21/2022	\$713.67
00184958	E04998	MENDOZA, LAURA	04/21/2022	\$937.71
00184959	E04222	MOSS, DANIEL C	04/21/2022	\$1,055.44
00184960	E03529	ROCHA, MICHAEL F	04/21/2022	\$3,313.13
00184961	E05004	RUELAS, SERGIO	04/21/2022	\$748.78
00184962	E03670	VITALI, SUSAN	04/21/2022	\$804.23
00184963	E03446	JIMENEZ, VIDAL	04/21/2022	\$2,379.72
			Check: 23	\$28,300.67
			Total: 23	\$28,300.67



4/21/22

not acknowledge the four addendums that were part of the bid. Staff has reviewed this formal protest and found that Western State Builders Inc. did acknowledge the four addendums in the bid proposal submitted. The protest should therefore be rejected and the contract should be awarded to the lowest bidder.

The anticipated contract schedule is as follows:

Award Contract - April 26, 2022
Begin Pre-Construction- May 16, 2022 (estimated)
Complete Construction- July 31, 2022 (estimated)

FINANCIAL IMPACT

There is no financial impact to the City’s General Fund. This improvement is included in the Community Services Capital Improvement Budget and is funded by Citywide Park Fee and Park Fee funds.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract for City Project No. 2163101280-2 Garden Grove Park Improvements- Phase 2, in the amount of \$263,988, to Western State Builders Inc.; and
- Authorize the City Manager to execute the agreement on behalf of the City, and make minor modifications as appropriate.

By: Janet Pelayo
Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	4/20/2022	Agreement	CONSTRUCTION_AGREEMENT_- _Western_State_Builders_Inc..pdf

CONSTRUCTION AGREEMENT

WESTERN STATE BUILDERS INC.

THIS AGREEMENT is made this _____ day of April, 2022 by the **City of Garden Grove**, a municipal corporation, ("CITY"), and **Western State Builders Inc.**, hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **GARDEN GROVE PARK IMPROVEMENTS-PHASE 2, CITY PROJECT NO. 2163101280-2.**

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

WHEREAS, CITY has solicited bids for a capital improvement project, hereinafter referred to as "PROJECT," more fully described as GARDEN GROVE PARK IMPROVEMENTS-PHASE 2, CITY PROJECT NO. 2163101280-2., in the City of Garden Grove; and

CONTRACTOR has been selected to perform said services,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. STATEMENT OF WORK ACCEPTANCE OF RISK

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action of the elements, from any unforeseen difficulties which may arise or be encountered in the prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

2. ACCEPTANCE OF CONDITIONS OF WORK PLANS AND SPECIFICATIONS

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

It is agreed that the Contract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

"Contract Documents" as defined herein mean and include:

- A. This Agreement;

- B. Bonds covering the work herein agreed upon;
- C. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Department of Community Services of CITY (hereinafter referred to as "DCS"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of DCS, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed ***Two Hundred and Sixty Three Thousand Nine Hundred and Eighty Eight Dollars (\$263,988.00)***, as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice to Proceed is issued and diligently prosecute the PROJECT to completion within ***Forty (40) working days*** from the day the Notice to Proceed is issued by DCS, excluding delays provided for in this Agreement.

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by DCS. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as DCS may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of DCS, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by DCS.

When directed to change the work, CONTRACTOR shall submit immediately to DCS a written cost proposal reflecting the effect of the change. Should DCS not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by DCS and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the Agreement price will be adjusted upward or downward accordingly.

7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

8. BONDS

CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final Agreement price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

9. WARRANTIES

The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for

CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of **One Thousand Dollars (\$1,000.00)** per each calendar days delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless DCS shall grant a further period of time), notify DCS in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of DCS shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

12. DEMANDS FOR ADDITIONAL TIME OR MONEY

A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

(a) A time extension;

(b) Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;

(c) Payment of an amount the CITY disputes;

(d) Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;

(e) A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or unknown physical conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or

(f) A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the DCS (or his or her written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The DCS shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The DCS shall act on the Demand within fifteen (15) days after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the DCS in writing of the conditions, so that the CITY may promptly investigate the conditions.

E. If the CONTRACTOR disputes the DCS's written response on the Demand, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the Community Services Director in writing, either within fifteen (15) days of receipt of the Community Services Director's response or within fifteen (15) days of the DCS's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request, the DCS shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If the CITY and CONTRACTOR are unable to reach a mutual agreement, then the City Project Manager shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the City as provided in Chapter I (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the time the CONTRACTOR submits his or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. DCS may, at its sole discretion, when

warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, DCS shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

14. PROGRESS PAYMENTS

Each month DCS will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of DCS, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if DCS finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by DCS, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty (30) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by DCS, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with DCS its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

18. RISK AND INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the active negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

19. INSURANCE

19.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

19.2 CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

19.3 CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

19.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's 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 (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 2010, CG 2026, CG 20 33, or CG 20 38; **and** CG 2037) that conform to CITY's requirements, as approved by the CITY. (**Claims made and modified occurrence**

policies are not acceptable; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance, as approved by the CITY. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

19.5 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$5,000,000 combined single limit for bodily injury and property damage.
Professional Liability	Not less than \$1,000,000 per occurrence for errors and omissions.
Bailee Coverage	Full value of playground equipment/ property in the care, custody, and control by CONTRACTOR.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

20. CALIFORNIA PREVAILING WAGE LAW AND FEDERAL DAVIS-BACON ACT.

A. General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and

Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

B. Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770 1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

C. Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

D. Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one

E. Calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Project Manager. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

G. Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

H. Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of

Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

I. Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

21. TERMINATION

This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

Upon receipt of a termination action, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

Upon termination, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

22. DISPOSITION OF PLANS ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

23. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

24. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the California Government Code.

25. STOP NOTICES• RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices.

CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

26. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

City of Garden Grove
ATTN: Janet Pelayo
11222 Acacia Parkway
Garden Grove, CA 92840
(714) 741-5200 Phone
(714) 741-5579 Fax

TO CONTRACTOR:

Western State Builders Inc.
Attn: Julian Moen
2141 Orange Avenue
Escondido, CA 92029
(760) 270-8639

27. SECTION HEADINGS

The titles, captions, section, paragraph, and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

28. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

29. ATTORNEY'S FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

30. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall

prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California and venue shall be in Orange County.

32. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

33. CONSENT

Where CITYs consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be consent/approval to any subsequent occurrence of the same or any other transaction or event.

34. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR agrees to comply with all requirements and utilize fair employment practices in accordance with California Government Code Sections 12900 et seq.

35. SIGNATORIES

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

36. ENTIRETY

The foregoing set forth the entire Agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing duly executed by both parties. .

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement.

On behalf of the escrow agent:
Title

Title

Name

Name

Signature

Signature

Address

Address

At the time the escrow account is opened, the owner and contractor shall deliver to the escrow agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner/Contractor _____

Dated: _____

Title/Title _____

Approved as to Form _____
City Attorney

DNA has continued to be the leading technology for gathering forensic evidence and solving crimes. Having a Forensic Scientist assigned to the Garden Grove Police Department for DNA casework has dramatically increased the efficiency in submitting and receiving crime lab results for the Detective Bureau. The Police Department is extremely satisfied with the level of quality and service it has received from the Orange County Crime Lab.

FINANCIAL IMPACT

The full cost of the contract for FY 2022-2023 is estimated to be \$670,519, an increase of \$36,549 from the FY 2021-22 cost of \$633,970. The increase is due to negotiated salary and benefit increases for County employees as well as higher costs of equipment and crime scene investigation supplies. The additional cost will be included in the FY 2022-23 continuation budget adjustment.

At the close of fiscal year 2022-23, the County will refund to the City all prepaid but unused funds allocated to overtime costs under this Amendment. During the term of the agreement the Crime Lab will provide all supplies and processing directly related to services performed by their personnel under the terms of this agreement.

RECOMMENDATION

It is recommended that the City Council:

- Approve the First Amendment to the Agreement with the County of Orange to provide forensic services to the police department in the amount of \$670,519 for Fiscal Year 2022-23; and
- Authorize the Mayor and the Police Chief to execute the agreement on behalf of the City and make minor modifications as appropriate thereto.

By: Courtney Chibosky, Fiscal Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
FSU Amend No 1_April 2022	4/14/2022	Agreement	FSU_Amend_No_1_April_2022.pdf

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF GARDEN GROVE
AND THE
COUNTY OF ORANGE

THIS FIRST AMENDMENT TO AGREEMENT is entered into this First day of April 2022, which date is enumerated for purposes of reference only, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" to amend, effective July 1, 2022, that certain Agreement between the parties commencing on July 1, 2021, hereinafter referred to as "Agreement".

1. For the period of July 1, 2022 through June 30, 2023, Subsection C-3e of the Agreement is amended to read as follows:

"C-3e. SHERIFF provided services may include overtime, projected at 140 hours per year, with a projected maximum obligation of \$13,453. CITY will be charged at actual rates based upon position classification working overtime."

2. For the period of July 1, 2022 through June 30, 2023, Subsection E-2 and E-3 of the Agreement are amended to read as follows

"E-2. The cost of regular services, equipment and supplies provided by COUNTY for the period from July 1, 2022 through June 30, 2023 shall be as follows:

SERVICE

COST OF SERVICE

Personnel Costs:

- | | |
|-------------------------------------|------------|
| • Two (2) Lead Forensic Specialists | \$ 397,229 |
| • One (1) Forensic Scientist III | \$ 259,837 |

• Aggregate Overtime	\$ 13,453
TOTAL COST	<u>\$ 670,519</u>

E-3. COUNTY shall invoice CITY monthly. During the period July 1, 2022 through June 30, 2023, said invoices will require payment by City of one-twelfth (1/12) of the cost for services referenced in paragraph E-2 of this Agreement.

The overtime hours included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is less than the budgeted amount, SHERIFF shall provide a credit to the CITY. Prior to working overtime which will exceed the annual budget, SHERIFF shall advise CITY of anticipated hours over budget and receive CITY's concurrence to pay additional cost. CHIEF OF POLICE for CITY is authorized to provide concurrence to pay for the increased amount for overtime at the same overtime billing rate in effect at the time the hours were worked."

3. For the period of July 1, 2022 through June 30, 2023, Subsection E-7 of the Agreement is amended to read as follows:

"E-7. At the time this is executed, there may be unresolved issues pertaining to potential increases or decreases in salaries and benefits for COUNTY employees. The cost of such potential increases or decreases are not included in the Fiscal Year 2022-23 costs set forth in Subsection E-2 of this Agreement. If COUNTY incurs or becomes obligated to pay for any such increases for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the cost of service set forth in Subsection E-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2022, and CITY's cost of service hereunder shall be deemed to have

