AGENDA



Garden Grove City Council

Tuesday, July 12, 2022

6:30 PM

Community Meeting Center 11300 Stanford Avenue Garden Grove California 92840 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

<u>Meeting Assistance</u>: 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.

<u>Agenda Item Descriptions</u>: 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.

<u>Documents/Writings</u>: 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.

<u>Public Comments</u>: 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.

<u>Manner of Addressing the City Council</u>: 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.

<u>Time Limitation</u>: When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

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

INVOCATION

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

1. PRESENTATIONS

- 1.a. Community Spotlight recognizing the Garden Grove Strawberry Festival Association for organizing the 2022 Garden Grove Strawberry Festival.
- 1.b. Community Spotlight honoring Mark Mahoney and Sue Jeanette Tallmon for being named 2022 Strawberry Ball King and Queen/Senior Volunteer Man and Woman of the Year.
- 2. <u>ORAL COMMUNICATIONS</u> (to be held simultaneously with other <u>legislative bodies</u>)

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 recognizing Mark Mahoney and Sue Jeanette Tallmon for being named 2022 Strawberry Ball King and Queen/Senior Volunteer Man and Woman of the Year. (Action Item)
- 3.b. Acceptance of Project No. 2163101280 Revised Garden Grove

Park Improvements at 9301 Westminster Boulevard, Garden Grove, as complete. (*Action Item*)

- 3.c. Receive and file warrants. (*Action Item*)
- 3.d. Approval to waive full reading of ordinances listed. (*Action Item*)

4. PUBLIC HEARINGS

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

- 4.a. Approval of the 2022 Drinking Water Public Health Goal Report. (Action Item)
- 4.b. Adoption of a Resolution amending certain user fees for cost recovery. (Action Item)

5. ITEMS FOR CONSIDERATION

- 5.a. Award a contract to Select Electric, Inc., for the construction of Project No. 02-2022, Main Street Electrical Project. (Cost: \$379,871) (Action Item)
- 5.b. Award a contract to Project Finance Advisory, Limited for the P3
 Project Feasibility and Project Management consultant services for
 the Garden Grove Civic Center Project. (Cost: \$181,448.00)
 (Action Item)
- 5.c. Approval of a Commercial Purchase Agreement and Joint Escrow Instructions with KJ Investments Group LLC for property located at 11277 Garden Grove Boulevard. (Cost: \$8,049,000) (Action Item)
- 5.d. Introduction and first reading of an ordinance reauthorizing the public, educational, and governmental fee on state video franchisees operating within the City of Garden Grove Entitled:

An Ordinance of the City Council of the City of Garden Grove reauthorizing the public, educational, and Governmental Fee on State Video Franchisees operating within the City of Garden Grove. (Action Item)

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

- 6.a. Discussion regarding establishing a Garden Grove film incentive program in partnership with the Garden Grove Chamber of Commerce and Garden Grove Tourism Improvement District, as requested by Council Member Kim Nguyen.
- 6.b. Discussion about advancement of a future Navigation Center as requested by City Manager Stiles.

7. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, July 26, 2022, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, 92840.

Happy Early Birthday to Council Member Kim Nguyen!

Agenda Item - 3.a.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	From:
	•

Dept.: Dept.:

Subject: Adoption of a Proclamation Date:

recognizing Mark Mahoney and Sue Jeanette Tallmon for

being named 2022

Strawberry Ball King and Queen/Senior Volunteer Man and Woman of the Year.

(Action Item)

ATTACHMENTS:

Description Upload Date Type File Name

Proclamation 7/6/2022 Proclamation King_and_Queen_Proclamation.pdf

Proclamation

Mark Mahoney and Sue Jeanette Tallmon

2022 Garden Grove Strawberry Ball King and Queen

Senior Volunteer Man and Woman of the Year

- WHEREAS, The H. Louis Lake Senior Center named Mark Mahoney and Sue Jeanette Tallmon as the 2022 Garden Grove Strawberry Ball King and Queen, and Senior Volunteer Man and Woman of the Year for their spirit of service; and
- WHEREAS, Mark Mahoney was born in Orange, California, and has been a resident of Garden Grove for many years. After retiring as an accountant, Mark has dedicated his time to volunteer and help the Garden Grove community; and
- WHEREAS, Mark has been a member of the Garden Grove Elks Lodge #1952 for 30 years and held a position as exalted ruler from 2017 to 2018. He has also been a member of the Garden Grove Strawberry Festival Association for 20 years and held a position as president in 2013; and
- WHEREAS, Sue Jeanette Tallmon, originally from Stewart County, Tennessee, has been a resident of Garden Grove for 54 years. She worked for the Federal Bureau of Investigation as a file clerk and the City of Anaheim at the Anaheim Convention Center; and
- WHEREAS, Sue spends her free time volunteering and providing service to her community. She has been an active volunteer with the Garden Grove Moose Lodge #620; the Fleet Reserve Association; and the H. Louis Lake Senior Center; and
- WHEREAS, Mark Mahoney and Sue Jeanette Tallmon's service to the City and community of Garden Grove goes beyond words, and is further exemplified by their selection as the 2022 Garden Grove Strawberry Ball King and Queen, and Senior Volunteer Man and Woman of the Year.

NOW, THEREFORE, WE, the Garden Grove City Council do hereby proclaim Mark Mahoney and Sue Jeanette Tallmon as the 2022 Garden Grove Strawberry Ball King and Queen, and Senior Volunteer Man and Woman of the Year.

July 12, 2022

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: John Montanchez

Dept.: City Manager Dept.: Community Services

Subject: Acceptance of Project No. Date: 7/12/2022

2163101280 Revised - Garden Grove Park Improvements at 9301 Westminster Boulevard, Garden Grove, as complete.

(Action Item)

OBJECTIVE

For the City Council to accept Project No. 2163101280 - Garden Grove Park Improvements Revised at 9301 Westminster Boulevard, Garden Grove, as complete.

BACKGROUND

On November 24, 2020, the City Council awarded a contract to Land Forms Landscape Construction, Inc., in the amount of \$750,321 to complete the scope of work that included the demolition of the large picnic pavilion and the three small picnic shelters, and the construction of ADA accessible sidewalks, slabs, new picnic pavilion, three new picnic shelters, tables, benches, barbeque grills, and electrical improvements that will allow for additional security lighting.

DISCUSSION

The contractor, Land Forms Landscape Construction, Inc., has completed the Garden Grove Park Improvements project in accordance with the plans, specifications, and other contract documents.

FINANCIAL IMPACT

There is no financial impact to the General Fund. The Project was completed within budget and funded by Community Development Block Grant (CDBG) and Citywide Park Fee funds. The retention payments will be released after recordation of the Notice of Completion.

RECOMMENDATION

It is recommended that the City Council:

- Accept Project No. 2163101280 Garden Grove Park Improvements Revised at 9301 Westminster Boulevard, Garden Grove, as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Works Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Janet Pelayo, Community Services Manager

ATTACHMENTS:

Description Upload Type File Name

Notice of Completion 7/6/2022 Notice 7.12.22_Notice_of_Completion_Project_2163101280_GG_Park_Improvement_Revised.pdf

RECORDING REQUESTED BY
When Recorded Mail To:
City Clerk City of Garden Grove P. O. Box 3070

Garden Grove, CA 92842

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENT AND WORK

NOTICE IS HEREBY GIVEN that The City of Garden Grove, Orange County, California, has caused a public improvement, to wit:

PROJECT NO. 2163101280 GARDEN GROVE PARK IMPROVEMENT REVISED

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with Land Forms Landscape Construction, Inc., on the 24th day of November, 2020, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the Project Manager has notified the City Council that he/she has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 12th day of JULY, 2022; that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement herein above described and the use thereof after said completion; that the property herein above referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. 2163101280 GARDEN GROVE PARK IMPROVEMENT REVISED

NAME OF SURET	Y on Labor and Material	Bond is:	United States Fire	Insurance Company	
		•	151 Kalmus Drive		
		•	Costa Mesa, CA 9		
		•	Tel No. (714) 546		
	DATED th	is	day of	20	
			CITY OF GAF	RDEN GROVE	
		Bv			
		-,	City Manager		
			City of Garden G	rove	
ATTEST:					
City Clerk					
City of Garden Gr	rove				
STATE OF CALIFO	DRNIA				
COUNTY OF ORAN					
			_		
I am the <u>Project N</u>	Manager for Project No. 2	16310128	<u>)</u> .		
I have read the fo	oregoing Notice of Comple	tion of Pub	lic Improvement a	nd Work, and know th	e
	and I certify that the sar				
	re therein stated upon n	ny informa	tion or belief, and	as to those matters	I
believe to be true					
I certify (or declar	re), under penalty of perj	iury that t	ne foregoing is true	e and correct	
recitify (or decide	rey, ander penalty of perj	ary, criac c	ic foregoing is true	and correcti	
Executed on	July 12, 2022	at	Garden Grove	. California	
	July 12, 2022 (Date)		(Place)		
	•		, ,		
	Janet Pel	ayo – Proje	ect Manager		
			s Manager		

Agenda Item - 3.c.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Patricia Song

Dept.: City Manager Dept.: Finance

Subject: Receive and file warrants. Date: 7/12/2022

(Action Item)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description Upload Date Type File Name

Warrants 7/6/2022 Warrants 22.06.24_Payroll_Warrant_Register.pdf

CITY OF GARDEN GROVE

FEFM001 All Checks Register Check Dates Jun 30, 2022

Check Dates Jun 30, 2022 Bank(s): EF - Payroll EFT, PY - Payroll

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EF - Payroll EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00008322	E03973	AVILA, VERONICA	06/30/2022	\$2,428.26
00008323	E04755	BRIETIGAM III, GEORGE S	06/30/2022	\$262.05
00008324	E04332	BUI, PHAT T	06/30/2022	\$573.61
00008325	E01338	CARRENO, SHAUNA J	06/30/2022	\$2,033.54
00008326	E02788	DAVIS, JEFFREY P	06/30/2022	\$1,628.85
00008327	E00803	HADDAD, PAMELA M	06/30/2022	\$2,853.82
00008328	E04750	HO, VY D	06/30/2022	\$1,788.99
00008329	E04096	HUYNH, DANNY	06/30/2022	\$4,090.90
00008330	E03612	JONES, STEVEN R	06/30/2022	\$205.65
00008331	E04131	KIM, NOELLE N	06/30/2022	\$2,498.00
00008332	E02612	KLOESS, VILMA C	06/30/2022	\$2,669.05
00008333	E04536	KLOPFENSTEIN, STEPHANIE L	06/30/2022	\$78.26
00008334	E01949	LE, IVY	06/30/2022	\$3,281.44
00008335	E01280	LE, TAMMY	06/30/2022	\$1,642.60
00008336	E05828	MIDDENDORF, LINDA	06/30/2022	\$3,066.37
00008337	E02787	MORAN, MARIE L	06/30/2022	\$2,645.29
00008338	E02539	NAVARRO, MARIA A	06/30/2022	\$2,550.37
00008339	E04535	NGUYEN, DIEDRE THU HA	06/30/2022	\$277.59
00008340	E04948	NGUYEN, HOAI THUONG H	06/30/2022	\$1,437.80
00008341	E04537	NGUYEN, KIM B	06/30/2022	\$281.98
00008342	E03255	NGUYEN, PHUONG VIEN T	06/30/2022	\$2,171.63
00008343	E02560	NGUYEN, QUANG	06/30/2022	\$2,524.37
00008344	E01286	NGUYEN, TINA T	06/30/2022	\$2,033.48
00008345	E04534	ONEILL, JOHN R	06/30/2022	\$295.82
00008346	E04528	PARK, SHAWN S	06/30/2022	\$2,564.5
00008347	E03541	PHI, THYANA T	06/30/2022	\$2,768.49
00008348	E04443	POLLOCK, AMANDA M	06/30/2022	\$1,862.93
00008349	E06945	POMEROY, TERESA L	06/30/2022	\$3,565.4
00008350	E01964	PULIDO, ANA E	06/30/2022	\$4,019.96
00008351	E01356	RAMOS, MARIA	06/30/2022	\$2,449.79
00008352	E04387	STILES, SCOTT C	06/30/2022	\$5,616.12
00008353	E00564	STIPE, MARIA A	06/30/2022	\$5,656.44
00008354	E03715	THAI, KRISTY H	06/30/2022	\$2,426.76

Check Dates Jun 30, 2022 Bank(s): EF - Payroll EFT, PY - Payroll

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00008355	E02543	TO, TANYA L	06/30/2022	\$1,503.12
00008356	E01971	TRAN, CUONG K	06/30/2022	\$2,285.57
00008357	E02056	TRUONG, ELAINE	06/30/2022	\$1,689.80
00008358	E03983	VASQUEZ, LIZABETH C	06/30/2022	\$3,890.88
00008359	E04971	VITAL, ANDREA	06/30/2022	\$1,637.51
00008360	E02562	VO, THANH-NGUYEN	06/30/2022	\$2,276.65
00008361	E04944	ANDERSON CAMBA, ASHLEIGH R	06/30/2022	\$2,061.83
00008362	E04764	BRADLEY, JANNA K	06/30/2022	\$2,599.88
00008363	E03766	CERDA, MARY C	06/30/2022	\$2,145.87
00008364	E04673	HART, BRANDI M	06/30/2022	\$698.32
00008365	E04363	KWAN, LIANE Y	06/30/2022	\$5,172.48
00008366	E01985	LEE, JANY H	06/30/2022	\$5,686.92
00008367	E05007	NGUYEN, LE V	06/30/2022	\$1,021.76
00008368	E03420	PROCTOR, SHERRILL A	06/30/2022	\$2,409.07
00008369	E04726	RICHARDS, STEPHANIE E	06/30/2022	\$2,086.09
00008370	E04417	STEPHENSON, CAITLYN M	06/30/2022	\$2,586.40
00008371	E02115	STOVER, LAURA J	06/30/2022	\$5,615.41
00008372	E04445	BROWN, KAREN J	06/30/2022	\$1,162.16
00008373	E03313	BUI, AI N	06/30/2022	\$1,659.70
00008374	E04961	CHAO, VICTORIA	06/30/2022	\$1,480.62
00008375	E03686	CHAVEZ, JAIME F	06/30/2022	\$1,739.13
00008376	E03760	CHUNG, JANET J	06/30/2022	\$3,466.94
00008377	E04957	CURTSEIT, MARIA	06/30/2022	\$1,766.35
00008378	E04960	FUKAZAWA, KEISUKE	06/30/2022	\$1,630.90
00008379	E03134	GARCIA, SYLVIA	06/30/2022	\$851.04
00008380	E03429	GULLEY, SUSAN J	06/30/2022	\$309.05
00008381	E03016	HERNANDEZ, GARY F	06/30/2022	\$1,798.54
00008382	E04569	HOFFMAN, CORINNE L	06/30/2022	\$2,426.29
00008383	E04968	HONG, SEUNGBUM	06/30/2022	\$1,658.63
00008384	E04959	LE, KENNETH H	06/30/2022	\$1,338.24
00008385	E00057	MANALANSAN, NEAL M	06/30/2022	\$2,054.95
00008386	E01668	MAY, ROBERT W	06/30/2022	\$1,620.06
00008387	E01393	MENDEZ, ANGELA M	06/30/2022	\$1,918.98
00008388	E03628	MENDOZA, CHRISTI C	06/30/2022	\$2,184.90

Check Dates Jun 30, 2022 Bank(s): EF - Payroll EFT, PY - Payroll

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00008389	E04958	NGO, TINA	06/30/2022	\$2,478.53
00008390	E04838	NIGATU, SELAMAWIT	06/30/2022	\$2,207.63
00008391	E01362	PETERSON, JENNIFER L	06/30/2022	\$1,984.03
00008392	E02429	PHAM, ANH	06/30/2022	\$1,663.95
00008393	E03610	RAMIREZ, EVA	06/30/2022	\$2,031.76
00008394	E05008	RAMOS, ASHLEY	06/30/2022	\$1,087.32
00008395	E04973	RAMOS, NANCY	06/30/2022	\$2,722.66
00008396	E04993	RESHMIN, TRISHITA	06/30/2022	\$888.50
00008397	E03539	SEGAWA, SANDRA E	06/30/2022	\$3,665.31
00008398	E04780	SONG, YUAN	06/30/2022	\$5,226.14
00008399	E04859	VO, MY TRA	06/30/2022	\$2,496.06
00008400	E03433	WESTON, RETA J	06/30/2022	\$1,224.74
00008401	E04674	WHITTAKER DEGEN, HELEN E	06/30/2022	\$549.05
00008402	E04527	YOO, MEENA	06/30/2022	\$2,293.29
00008403	E04493	ANDREWS, STEVEN F	06/30/2022	\$2,409.81
00008404	E00845	CHANG, TERENCE S	06/30/2022	\$2,836.43
00008405	E03498	ESPINOZA, VERNA L	06/30/2022	\$2,619.95
00008406	E04523	GALLO, CESAR	06/30/2022	\$3,069.86
00008407	E04415	GOLD, ANNA L	06/30/2022	\$2,031.33
00008408	E04713	HINGCO, ERNIE E	06/30/2022	\$2,027.00
00008409	E02617	KLOESS, GEOFFREY A	06/30/2022	\$3,818.93
00008410	E03571	MORAGRAAN, RACHOT	06/30/2022	\$4,044.16
00008411	E01277	PROFFITT, NOEL J	06/30/2022	\$3,199.15
00008412	E01901	RAO, ANAND V	06/30/2022	\$5,055.96
00008413	E03384	SCHULZE, KATRENA J	06/30/2022	\$2,480.21
00008414	E04395	SWANSON, MATTHEW T	06/30/2022	\$1,917.43
00008415	E01674	VALENZUELA, ANTHONY	06/30/2022	\$1,620.06
00008416	E00809	VICTORIA, ROD T	06/30/2022	\$2,143.44
00008417	E03014	WILDER, CANDY G	06/30/2022	\$2,122.37
00008418	E03509	WINSTON, TERREL KEITH	06/30/2022	\$3,158.90
00008419	E03725	ABU HAMDIYYAH, AMEENAH	06/30/2022	\$2,068.60
00008420	E02996	ASHLEIGH, JULIE A	06/30/2022	\$2,017.76
00008421	E03161	AUSTIN, MICHAEL G	06/30/2022	\$2,734.05
00008422	E00740	BLODGETT, GREG	06/30/2022	\$3,846.71

Check Dates Jun 30, 2022 Bank(s): EF - Payroll EFT, PY - Payroll

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00008423	E03808	CHENG, ALANA R	06/30/2022	\$2,840.70
00008424	E03601	CHUNG, CHRISTOPHER	06/30/2022	\$2,720.82
00008425	E03353	COVARRUBIAS, MONICA	06/30/2022	\$3,573.45
00008426	E00128	CRAMER, RITA M	06/30/2022	\$2,449.39
00008427	E04394	DAHLHEIMER, BRYSON T	06/30/2022	\$2,275.44
00008428	E04879	DAKE, RYAN J	06/30/2022	\$2,402.23
00008429	E04578	DENT, DAVID A	06/30/2022	\$4,473.95
00008430	E03697	GUERRERO, PAUL	06/30/2022	\$2,776.68
00008431	E03600	HARTWIG, TODD C	06/30/2022	\$2,768.34
00008432	E03531	HERNANDEZ, RALPH V	06/30/2022	\$2,292.59
00008433	E04855	HERRERA JR, ARMANDO	06/30/2022	\$298.20
00008434	E03410	HODSON, AARON J	06/30/2022	\$2,281.31
00008435	E04716	KASKLA, PRIIT J	06/30/2022	\$2,085.22
00008436	E04442	KIM, LISA L	06/30/2022	\$5,047.69
00008437	E03617	LEE, GRACE E	06/30/2022	\$2,545.80
00008438	E04490	LY, HUONG Q	06/30/2022	\$2,209.87
00008439	E03412	MARINO, LEE W	06/30/2022	\$4,488.57
00008440	E04194	MARTINEZ, MARIA L	06/30/2022	\$2,479.79
00008441	E03044	MOORE, JUDITH A	06/30/2022	\$2,111.47
00008442	E02895	MOURE, SVETLANA	06/30/2022	\$2,323.21
00008443	E04635	NGUYEN, PHU T	06/30/2022	\$3,848.41
00008444	E02842	PARRA, MARIA C	06/30/2022	\$3,182.29
00008445	E04894	REFUERZO JR., ORLINO CAMPOS	06/30/2022	\$588.71
00008446	E04992	ROBLES, ALFONSO	06/30/2022	\$2,398.51
00008447	E04408	THRONE, TIMOTHY E	06/30/2022	\$4,325.30
00008448	E04862	TRAN, JAKE P	06/30/2022	\$1,771.97
00008449	E03643	ALVARADO, YOLANDA A	06/30/2022	\$1,685.67
00008450	E05009	ALVAREZ, CYNTHIA	06/30/2022	\$378.47
00008451	E04390	AMBRIZ, STEPHANIE	06/30/2022	\$995.16
00008452	E04978	AVINA, MIKAYLA M	06/30/2022	\$590.67
00008453	E04771	BAILOR, REBECCA J	06/30/2022	\$440.20
00008454	E04247	BAIRD, JOSHUA O	06/30/2022	\$76.03
00008455	E04988	BAUTISTA, BRENDA	06/30/2022	\$1,934.68
00008456	E04262	BEARD, ALEX C	06/30/2022	\$1,503.70

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00008457	E04929	BENITEZ, LIZBETH	06/30/2022	\$311.71
00008458	E02658	CAMARENA, RACHEL M	06/30/2022	\$2,201.56
00008459	E01588	CAMARENA, RENE	06/30/2022	\$2,196.31
00008460	E01902	CASILLAS, VICTORIA M	06/30/2022	\$1,916.16
00008461	E04949	CEDILLO PADILLA, JESSICA	06/30/2022	\$816.53
00008462	E04611	CROSS, AMANDA D	06/30/2022	\$1,853.22
00008463	E04814	DE ROSAS, VICTOR	06/30/2022	\$520.65
00008464	E04688	DELGADO CHAVEZ, MARLY	06/30/2022	\$136.85
00008465	E04653	DIAZ, GABRIELA	06/30/2022	\$575.83
00008466	E04794	DINH, AARON D	06/30/2022	\$393.85
00008467	E04791	DOWNS, KELDEN A	06/30/2022	\$890.30
00008468	E02120	FRAUSTO, LUIZ F	06/30/2022	\$150.31
00008469	E04679	FREEMAN, MARK C	06/30/2022	\$3,513.01
00008470	E04481	GARCIA, JARED D	06/30/2022	\$377.31
00008471	E04253	GARCIA, VANESSA L	06/30/2022	\$566.19
00008472	E03337	GODDARD, JENNIFER DANIELLE	06/30/2022	\$2,677.18
00008473	E03877	GOMEZ, STEVEN E	06/30/2022	\$835.33
00008474	E00940	GRANT, JACOB R	06/30/2022	\$2,465.02
00008475	E04967	HASHEMI, SETAREH	06/30/2022	\$307.92
00008476	E01687	HOLER, KIMBERLY K	06/30/2022	\$460.12
00008477	E04171	KONRAD, JOHN C	06/30/2022	\$124.56
00008478	E04682	LOPEZ, KALYSTA N	06/30/2022	\$736.36
00008479	E03603	MA AE, ELAINE M	06/30/2022	\$2,944.86
00008480	E05014	MARIN, AMANDA T	06/30/2022	\$712.53
00008481	E01552	MEDINA, JESUS	06/30/2022	\$1,808.38
00008482	E00455	MEDINA, JUAN	06/30/2022	\$2,262.63
00008483	E04925	MENDOZA, JESSICA	06/30/2022	\$1,003.86
00008484	E02808	MONTANCHEZ, JOHN A	06/30/2022	\$5,475.08
00008485	E05022	MUNOZ, JULIANNE I	06/30/2022	\$603.97
00008486	E04173	NAKAISHI, KIRSTEN K	06/30/2022	\$498.68
00008487	E04947	NGUYEN, ALEXANDER H	06/30/2022	\$696.36
00008488	E04603	NGUYEN, ALLEN T	06/30/2022	\$159.66
00008489	E04391	NICHOLAS, NOEL N	06/30/2022	\$1,540.98
00008490	E04931	NODAL, NATALIE	06/30/2022	\$627.05

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00008491	E00785	OCADIZ HERNANDEZ, GABRIELA	06/30/2022	\$5,328.28
00008492	E04965	ORDUNO, SAMANTHA	06/30/2022	\$456.71
00008493	E03881	PANGAN, CHRISTIAN	06/30/2022	\$177.56
00008494	E04819	PARK, JAMES S	06/30/2022	\$221.64
00008495	E03361	PELAYO, JANET E	06/30/2022	\$3,776.33
00008496	E04777	PHAN, EDOUARD T	06/30/2022	\$464.35
00008497	E03893	PICKRELL, ARIELLE	06/30/2022	\$1,699.00
00008498	E04463	PUAILOA, SHADY S	06/30/2022	\$247.09
00008499	E04932	RAYO, ALONDRA	06/30/2022	\$1,033.79
00008500	E02754	REYNOSO, SUGEIRY	06/30/2022	\$2,411.88
00008501	E04646	RIVERA, CATIA J	06/30/2022	\$110.72
00008502	E03362	ROMERO, MARINA Y	06/30/2022	\$1,658.39
00008503	E04684	ROSALES, MARIA D	06/30/2022	\$481.19
00008504	E04614	ROSAS, TANYA	06/30/2022	\$326.91
00008505	E04933	ROSAS, VANESSA	06/30/2022	\$654.09
00008506	E05025	SABGA, INGRID D	06/30/2022	\$937.46
00008507	E04620	SALDIVAR, DIANA	06/30/2022	\$586.69
00008508	E01893	SAUCEDO, DANA MARIE	06/30/2022	\$1,592.25
00008509	E00925	SCHLUMPBERGER, EMERON J	06/30/2022	\$1,040.26
00008510	E04926	SERNA, SAMANTHA M	06/30/2022	\$980.08
00008511	E05016	SIERRA, AILEEN S	06/30/2022	\$528.50
00008512	E04795	SIEVE, MYCHAELLA J	06/30/2022	\$604.45
00008513	E04927	SINGER, LAUREN ROSE EMIKO N	06/30/2022	\$911.85
00008514	E03895	SMITH, REBECCA S	06/30/2022	\$288.90
00008515	E04798	TANG, ETHAN	06/30/2022	\$647.55
00008516	E05030	TRIGGS, MARY SHANNON	06/30/2022	\$1,739.33
00008517	E04924	TU, KATHY	06/30/2022	\$503.64
00008518	E01396	VALDIVIA, CLAUDIA	06/30/2022	\$3,237.99
00008519	E00015	VAN SICKLE, JEFFREY	06/30/2022	\$2,497.11
00008520	E04687	VARGAS, SAMANTHA B	06/30/2022	\$631.10
00008521	E05017	VARGAS-SERNA, KELLY	06/30/2022	\$787.70
00008522	E04118	VENCES, DAISY O	06/30/2022	\$144.45
00008523	E04478	VENCES, JOSHUA	06/30/2022	\$550.53
00008524	E03085	VICTORIA, PAUL E	06/30/2022	\$827.93

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00008525	E05018	VILLEGAS, MIA A	06/30/2022	\$770.11
	00008526	E04609	VIRAMONTES, JACOB D	06/30/2022	\$124.56
	00008527	E04937	VO, ADRIAN K	06/30/2022	\$660.58
	00008528	E04274	WILMES, DAVID M	06/30/2022	\$502.02
	00008529	E04734	ACOSTA, GIOVANNI	06/30/2022	\$2,414.14
	00008530	E03819	ALAMILLO, MARCOS R	06/30/2022	\$5,006.14
	00008531	E03712	ALARCON, CLAUDIA	06/30/2022	\$7,587.88
	00008532	E03616	ALCARAZ, MARIA A	06/30/2022	\$2,050.80
	00008533	E00121	ALLISON, WILLIAM	06/30/2022	\$5,004.03
	00008534	E04873	ALVARADO, MADELINE M	06/30/2022	\$1,853.44
	00008535	E04080	ALVAREZ BROWN, RICHARD A	06/30/2022	\$3,167.47
	00008536	E03011	ANDERSON, BOBBY B	06/30/2022	\$3,330.20
	00008537	E01234	ARELLANO, PEDRO R	06/30/2022	\$4,181.38
	00008538	E04875	ARROYO, SANDRA M	06/30/2022	\$1,987.19
	00008539	E04497	ASHBAUGH, TIMOTHY R	06/30/2022	\$2,861.43
	00008540	E03397	ASHBY, PAUL W	06/30/2022	\$3,533.08
	00008541	E04719	ATWOOD, MARIA S	06/30/2022	\$2,038.80
	00008542	E04613	AVALOS JR, FRANCISCO	06/30/2022	\$2,852.60
	00008543	E04550	BAEK, SHARON S	06/30/2022	\$2,178.62
	00008544	E04209	BAINTO, JUDY A	06/30/2022	\$538.85
	00008545	E04778	BAKER, COLLIN E	06/30/2022	\$4,282.39
	00008546	E03005	BANKSON, JOHN F	06/30/2022	\$4,058.90
	00008547	E04645	BARRAZA, RENE	06/30/2022	\$3,336.00
	00008548	E04432	BEHZAD, JOSHUA K	06/30/2022	\$2,439.06
	00008549	E04951	BELLO, ANGELICA	06/30/2022	\$1,578.14
	00008550	E04976	BELTHIUS, TYLER E	06/30/2022	\$497.42
	00008551	E04753	BERENGER, BEAU A	06/30/2022	\$3,472.52
	00008552	E03296	BERESFORD, EVAN S	06/30/2022	\$3,504.07
	00008553	E01604	BERLETH, RYAN S	06/30/2022	\$2,143.76
	00008554	E03443	BLUM, JAMES A	06/30/2022	\$2,931.03
	00008555	E04149	BOGUE, SUMMER A	06/30/2022	\$2,480.04
	00008556	E03363	BOWEN, GENA M	06/30/2022	\$2,979.13
	00008557	E04767	BOWMAN, TROY F	06/30/2022	\$2,412.84
	00008558	E04963	BOYENS III, ROBERT	06/30/2022	\$3,040.89

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00008559	E00946	BRAME, KAREN D	06/30/2022	\$1,992.87
	00008560	E04803	BRANTNER, BRITTANEE N	06/30/2022	\$1,580.03
	00008561	E03380	BROWN, JEFFREY A	06/30/2022	\$4,539.47
	00008562	E03968	BRUNICK, CARISSA L	06/30/2022	\$1,567.12
	00008563	E02031	BURILLO, RICHARD O	06/30/2022	\$5,441.51
	00008564	E03972	BUSTILLOS, RYAN V	06/30/2022	\$4,442.27
	00008565	E03964	CAMARA, DANIEL A	06/30/2022	\$2,818.24
	00008566	E04074	CAMPOS, JESENIA	06/30/2022	\$2,308.79
	00008567	E03739	CAPPS, THOMAS A	06/30/2022	\$2,690.12
	00008568	E05002	CARBALLO, MILTON A	06/30/2022	\$2,367.56
	00008569	E02372	CENTENO, JUAN C	06/30/2022	\$6,122.31
	00008570	E03607	CHANG, DAVID Y H	06/30/2022	\$3,400.85
	00008571	E04867	CHAPPELL, SHYLER R.D.	06/30/2022	\$2,047.44
	00008572	E03481	CHAURAN HAIRGROVE, TAMMY L	06/30/2022	\$2,474.22
	00008573	E04498	CHEATHAM, JEROME L	06/30/2022	\$3,225.88
	00008574	E01541	CHO, HAN J	06/30/2022	\$5,036.29
	00008575	E03423	CHOWDHURY, JACINTA F	06/30/2022	\$1,854.87
	00008576	E04414	CHUNG, RANDY G	06/30/2022	\$357.30
	00008577	E00003	CIBOSKY, COURTNEY P	06/30/2022	\$3,128.37
	00008578	E04539	CLASBY JR, BRIAN M	06/30/2022	\$2,541.05
	00008579	E04062	COOPMAN, AARON J	06/30/2022	\$2,983.74
	00008580	E04872	CORNETT, KRISTINA L	06/30/2022	\$1,879.12
	00008581	E04832	CORTEZ JR, DARRYL B	06/30/2022	\$2,750.29
	00008582	E04666	CORTEZ, JULIO C	06/30/2022	\$2,885.47
	00008583	E01796	COULTER, GARY L	06/30/2022	\$2,917.69
	00008584	E04555	CRUZ, REYNA	06/30/2022	\$1,999.73
	00008585	E01364	DALTON, BRIAN D	06/30/2022	\$3,815.08
	00008586	E04874	DANG, JOHN	06/30/2022	\$668.53
	00008587	E00126	DANIELEY III, CHARLIE	06/30/2022	\$3,115.88
	00008588	E01951	DANIELSON, PAUL E	06/30/2022	\$2,002.30
	00008589	E01968	DARE, THOMAS R	06/30/2022	\$6,393.45
	00008590	E04503	DAVILA, ISAAC	06/30/2022	\$2,711.79
	00008591	E04431	DE ALMEIDA LOPES, NICHOLAS A	06/30/2022	\$3,488.78
	00008592	E04731	DE PADUA, TANNER C	06/30/2022	\$3,031.80

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00008593	E03691	DELGADO JR, JUAN L	06/30/2022	\$4,308.67
00008594	E03395	DIX, JENNIFER A	06/30/2022	\$2,556.79
00008595	E02313	DOSCHER, RONALD A	06/30/2022	\$2,349.78
00008596	E04586	DOVEAS, CHRISTOPHER C	06/30/2022	\$32.81
00008597	E04281	DRISCOLL, RUSSELL B	06/30/2022	\$2,438.37
00008598	E04844	DUARTE, TAYLOR M	06/30/2022	\$2,361.85
00008599	E04720	DUDLEY, BROC D	06/30/2022	\$2,650.40
0008600	E03625	EARLE, CHRISTOPHER M	06/30/2022	\$3,355.22
00008601	E03740	EL FARRA, AMIR A	06/30/2022	\$4,310.95
00008602	E03927	ELHAMI, MICHAEL K	06/30/2022	\$3,943.99
00008603	E03933	ELIZONDO, BENJAMIN M	06/30/2022	\$3,317.32
00008604	E04016	ELIZONDO, FLOR DE LIS	06/30/2022	\$2,311.12
00008605	E01598	ELSOUSOU, HELENA	06/30/2022	\$2,684.56
00008606	E02734	ESCALANTE, OTTO J	06/30/2022	\$5,205.87
00008607	E04334	ESCOBEDO, JOSHUA N	06/30/2022	\$3,312.57
00008608	E02724	ESTLOW, STEPHEN C	06/30/2022	\$3,109.85
00008609	E04358	ESTRADA MONSANTO, MICHELLE N	06/30/2022	\$2,877.23
00008610	E04748	FAJARDO, JESUS	06/30/2022	\$2,475.87
00008611	E04303	FERREIRA JR, HECTOR	06/30/2022	\$3,401.06
00008612	E01663	FERRIN, KORY C	06/30/2022	\$4,133.41
00008613	E03976	FIGUEREDO, GEORGE R	06/30/2022	\$3,225.01
00008614	E02838	FISCHER, JAMES D	06/30/2022	\$702.35
00008615	E04774	FLINN, PATRICIA C	06/30/2022	\$4,119.72
00008616	E02887	FOSTER, VICTORIA M	06/30/2022	\$1,669.73
00008617	E04033	FRANCISCO, KATHERINE M	06/30/2022	\$2,683.09
00008618	E02963	FRANKS, JAMES D	06/30/2022	\$3,076.53
00008619	E04747	FRESENIUS, ROBERT D	06/30/2022	\$3,369.36
00008620	E00903	FRUTOS, VERONICA	06/30/2022	\$1,871.62
00008621	E04729	GARCIA, JOSEPH A	06/30/2022	\$1,783.66
00008622	E03086	GARCIA, PETE	06/30/2022	\$3,919.76
00008623	E03659	GARNER, AMANDA B	06/30/2022	\$1,011.91
00008624	E02606	GEORGE, DAVID L	06/30/2022	\$2,061.20
00008625	E04351	GERDIN, MICHAEL E	06/30/2022	\$2,971.68
00008626	E04542	GIFFORD, ROBERT J	06/30/2022	\$3,262.61

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00008627	E04658	GIRGENTI, BRIAN C	06/30/2022	\$4,090.60
	00008628	E04401	GLEASON, SEAN M	06/30/2022	\$2,705.74
	00008629	E04917	GOMEZ, JESUS	06/30/2022	\$2,152.88
	00008630	E04863	GONZALEZ JR, GONZALO	06/30/2022	\$3,124.50
	00008631	E05003	HA, DANNY	06/30/2022	\$2,945.22
	00008632	E04732	HADDEN, TRAVIS J	06/30/2022	\$3,467.27
	00008633	E04787	HALEY, KYLE N	06/30/2022	\$10,259.63
	00008634	E03527	HALLER, TROY	06/30/2022	\$4,898.15
	00008635	E03402	HEINE, STEVEN H	06/30/2022	\$3,836.22
	00008636	E02469	HERRERA, JOSE D	06/30/2022	\$3,860.64
	00008637	E04244	HINGCO, PINKY C	06/30/2022	\$2,874.19
	00008638	E03713	HOLLOWAY, WILLIAM T	06/30/2022	\$4,095.69
	00008639	E04739	HOWARD, JASON A	06/30/2022	\$5,364.61
	00008640	E04654	HURLEY, KIRK P	06/30/2022	\$2,293.89
	00008641	E04089	HUTCHINS, DONALD J	06/30/2022	\$3,737.66
	00008642	E03815	HUYNH, AI KELLY	06/30/2022	\$2,210.63
	00008643	E03559	HUYNH, THI A	06/30/2022	\$2,611.36
	00008644	E04915	ITURRALDE, JENNIFER L	06/30/2022	\$1,028.09
	00008645	E04583	JENSEN, MICHAEL J	06/30/2022	\$3,965.12
	00008646	E02935	JENSEN, NICKOLAS K	06/30/2022	\$3,851.31
	00008647	E04587	JIMENEZ JR, EFRAIN A	06/30/2022	\$3,089.96
	00008648	E04781	JIMENEZ TAVAREZ, SERGIO J	06/30/2022	\$2,867.73
	00008649	E04655	JOHNSON, CODY M	06/30/2022	\$2,917.02
	00008650	E03368	JOHNSON, JASON L	06/30/2022	\$4,574.54
	00008651	E03831	JORDAN, GERALD F	06/30/2022	\$2,944.86
	00008652	E04444	JULIENNE, PATRICK R	06/30/2022	\$2,847.77
	00008653	E04559	KELLEY, KRISTOFER D	06/30/2022	\$2,938.07
	00008654	E04353	KEUILIAN, SHELBY	06/30/2022	\$2,081.68
	00008655	E04663	KIM, CHAD B	06/30/2022	\$2,407.20
	00008656	E04538	KIMBERLY, ALLYSON L	06/30/2022	\$1,792.38
	00008657	E03932	KIVLER, ROBERT J	06/30/2022	\$2,504.58
	00008658	E03389	KOLANO, JOSEPH L	06/30/2022	\$2,804.80
	00008659	E03294	KOVACS, LEA K	06/30/2022	\$3,085.85
	00008660	E05000	KOVACS, TIMOTHY M	06/30/2022	\$2,719.01

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00008661	E04669	KOVACS, TIMOTHY P	06/30/2022	\$3,916.00
00008662	E03484	KUNKEL, PETER M	06/30/2022	\$3,467.38
00008663	E04804	LADD, LAUREN M	06/30/2022	\$2,105.58
00008664	E04857	LANG, MICHAEL J	06/30/2022	\$3,094.02
00008665	E03511	LAZENBY, NICHOLAS A	06/30/2022	\$3,197.84
00008666	E04877	LE, BAO TINH THI	06/30/2022	\$1,898.17
00008667	E04021	LEE, RAPHAEL M	06/30/2022	\$3,162.76
00008668	E04970	LEIVA, EDUARDO C	06/30/2022	\$4,783.72
00008669	E03488	LEYVA, ERICK	06/30/2022	\$4,215.07
00008670	E04541	LINK, DEREK M	06/30/2022	\$3,829.10
00008671	E00030	LOERA JR, RAFAEL	06/30/2022	\$4,849.61
00008672	E05033	LOFFLER, CHARLES H	06/30/2022	\$3,885.82
00008673	E02645	LOPEZ, DAVID	06/30/2022	\$3,520.74
00008674	E05066	LORD, MARK A	06/30/2022	\$7,185.79
00008675	E04581	LOWEN, BRADLEY A	06/30/2022	\$3,148.81
00008676	E04761	LUCATERO, JESSE A	06/30/2022	\$2,196.22
00008677	E00027	LUKAS, STEVEN W	06/30/2022	\$2,040.73
00008678	E04048	LUX, ROBERT D	06/30/2022	\$2,255.42
00008679	E03663	LUX, RYAN M	06/30/2022	\$3,866.17
00008680	E04772	LY, LINDALINH THU	06/30/2022	\$1,631.82
00008681	E04661	MACHUCA, ROBERTO	06/30/2022	\$2,828.99
00008682	E03752	MACY, TAYLOR A	06/30/2022	\$3,252.75
00008683	E04532	MANIACI, GIANLUCA F	06/30/2022	\$2,763.47
00008684	E04435	MARCHAND, MATTHEW P	06/30/2022	\$3,154.10
00008685	E01359	MARTINEZ JR, MARIO	06/30/2022	\$5,425.15
00008686	E04974	MARTINEZ, JUANITA PATRICIA	06/30/2022	\$2,305.06
00008687	E02792	MATA, RAQUEL D	06/30/2022	\$784.46
00008688	E04656	MAZON, JORGE L	06/30/2022	\$2,557.39
00008689	E02796	MCFARLANE, MARIA C	06/30/2022	\$2,076.65
00008690	E06761	MEEKS, REBECCA S	06/30/2022	\$4,098.90
00008691	E03826	MEERS, BRYAN J	06/30/2022	\$3,978.77
00008692	E02655	MENDOZA CAMPOS, MELISSA	06/30/2022	\$2,242.98
00008693	E04402	MERRILL, KENNETH E	06/30/2022	\$245.13
00008694	E03965	MIHALIK, DANNY J	06/30/2022	\$2,845.45

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00008695	E04840	MONTOYA, DAWN M	06/30/2022	\$1,674.59
00008696	E04865	MORIN, LINDA M	06/30/2022	\$3,966.09
00008697	E04352	MORSE, JEREMY N	06/30/2022	\$3,541.24
00008698	E01940	MORTON, NATHAN D	06/30/2022	\$4,331.99
00008699	E04454	MOSER, MICHAEL A	06/30/2022	\$1,758.77
00008700	E04330	MOSSER, MITCHEL S	06/30/2022	\$3,485.14
00008701	E03929	MURILLO JR, RAUL	06/30/2022	\$3,994.99
00008702	E04626	MURO, JASON M	06/30/2022	\$3,298.17
00008703	E04577	MUSCHETTO, PATRICK J	06/30/2022	\$11,451.02
00008704	E03422	NADOLSKI, THOMAS R	06/30/2022	\$2,195.02
00008705	E04111	NEELY, JACOB J	06/30/2022	\$3,214.26
00008706	E04436	NGUYEN, JEFFREY C	06/30/2022	\$4,100.40
00008707	E02813	NGUYEN, TRINA T	06/30/2022	\$1,883.80
00008708	E04540	NIKOLIC, ADAM C	06/30/2022	\$5,030.36
00008709	E03350	OLIVO, JOSHUA T	06/30/2022	\$4,006.59
00008710	E04035	ORTIZ, STEVEN TRUJILLO	06/30/2022	\$2,965.11
00008711	E03427	PANELLA, JOSEPH N	06/30/2022	\$3,169.78
00008712	E04910	PAQUA, BRANDON J	06/30/2022	\$2,243.07
00008713	E01948	PARK, BRANDY J	06/30/2022	\$2,822.31
00008714	E02995	PAYAN, CRISTINA V	06/30/2022	\$2,686.95
00008715	E00824	PAYAN, LUIS A	06/30/2022	\$4,444.89
00008716	E04843	PEREZ, EMMANUEL	06/30/2022	\$3,241.25
00008717	E01657	PEREZ, OMAR F	06/30/2022	\$3,142.51
00008718	E00145	PERKINS, JASON S	06/30/2022	\$4,760.11
00008719	E04429	PHAM, PHILLIP H	06/30/2022	\$3,689.91
00008720	E06938	PLUARD, DOUGLAS A	06/30/2022	\$4,946.73
00008721	E03299	POLOPEK, COREY T	06/30/2022	\$3,655.02
00008722	E04788	QUIROZ, LUIS A	06/30/2022	\$2,757.47
00008723	E03967	RAMIREZ OROZCO, SINDY	06/30/2022	\$4,304.57
00008724	E04955	RAMIREZ, KAYLYN C	06/30/2022	\$1,855.66
00008725	E03390	RAMIREZ, LUIS F	06/30/2022	\$3,790.38
00008726	E05021	RAMIREZ, TERRA M	06/30/2022	\$3,023.36
00008727	E04914	RAMOS, RODOLFO B	06/30/2022	\$276.79
00008728	E03217	RANEY, JOHN E	06/30/2022	\$3,231.74

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00008729	E04941	RASMUSSEN, TRENTON L	06/30/2022	\$2,646.49
	00008730	E04659	REED, THOMAS S	06/30/2022	\$2,503.77
	00008731	E03486	REYES, RON A	06/30/2022	\$3,217.91
	00008732	E04911	RICHARDS, BRYANT D	06/30/2022	\$2,572.48
	00008733	E04437	RICHMOND, RYAN R	06/30/2022	\$2,878.27
	00008734	E04860	ROCHA, RUDY A	06/30/2022	\$318.31
	00008735	E04738	RODRIGUEZ, DANIEL	06/30/2022	\$3,558.08
	00008736	E04082	RODRIGUEZ, JENNIFER M	06/30/2022	\$2,225.62
	00008737	E05001	RODRIGUEZ, RYAN ELIJAH	06/30/2022	\$2,316.24
	00008738	E04438	ROGERS, CHRISTIN E	06/30/2022	\$3,119.22
	00008739	E04385	ROJAS, ASHLEY C	06/30/2022	\$2,123.89
	00008740	E04507	ROMBOUGH, JENNIFER V	06/30/2022	\$2,049.23
	00008741	E04552	RUZIECKI, ERIC T	06/30/2022	\$3,672.03
	00008742	E02845	SALAZAR, SEAN M	06/30/2022	\$7,293.67
	00008743	E04845	SALGADO JR., ALFREDO	06/30/2022	\$2,291.47
	00008744	E03297	SAMOFF, TANYA L	06/30/2022	\$2,934.41
	00008745	E02646	SANTANA, LINO G	06/30/2022	\$6,343.65
	00008746	E03035	SEYMOUR, SUSAN A I	06/30/2022	\$2,526.31
	00008747	E04282	SHELGREN, CHRISTOPHER M	06/30/2022	\$4,618.99
	00008748	E04616	SHIPLEY, AARON T	06/30/2022	\$2,863.53
	00008749	E02937	SHORROW, NICOLE D	06/30/2022	\$2,342.50
	00008750	E04864	SILVA, LEVI JOENIEL	06/30/2022	\$2,592.32
	00008751	E04576	SIMONS, SHAYLEN L	06/30/2022	\$3,423.99
	00008752	E04934	SLETTVET, HEATHER P	06/30/2022	\$2,131.97
	00008753	E02587	SOSEBEE, DANNY J	06/30/2022	\$2,316.85
	00008754	E03563	SPELLMAN, MARSHA D	06/30/2022	\$2,662.89
	00008755	E04500	STAAL, GAREY D	06/30/2022	\$7,949.99
	00008756	E03218	STARNES, CHARLES W	06/30/2022	\$3,687.16
	00008757	E03761	STEPHENSON III, ROBERT M	06/30/2022	\$4,536.75
	00008758	E04584	STROUD, BRIAN T	06/30/2022	\$4,416.72
	00008759	E02979	TESSIER, PAUL M	06/30/2022	\$3,743.30
	00008760	E04449	TRAN, SPENCER T	06/30/2022	\$2,472.87
	00008761	E02982	VAICARO, VINCENTE J	06/30/2022	\$5,493.45
	00008762	E03053	VALENCIA, EDGAR	06/30/2022	\$3,555.18

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00008763	E04667	VAUGHN, CALEB I	06/30/2022	\$389.74
	00008764	E04977	VAZQUEZ, BRIAN M	06/30/2022	\$497.42
	00008765	E04434	VELLANOWETH, KIMBRA S	06/30/2022	\$4,028.93
	00008766	E04903	VIGIL, DANIEL C	06/30/2022	\$2,775.90
	00008767	E03022	VU, TUONG-VAN NGUYEN	06/30/2022	\$2,155.10
	00008768	E01905	WAINWRIGHT, JONATHAN B	06/30/2022	\$3,562.19
	00008769	E03220	WARDLE, DENNIS	06/30/2022	\$3,802.02
	00008770	E03213	WARDLE, SANTA	06/30/2022	\$2,316.35
	00008771	E04758	WEYKER, CHRYSTAL L	06/30/2022	\$1,883.56
	00008772	E03930	WHITNEY, CHERYL L	06/30/2022	\$4,933.62
	00008773	E03305	WIMMER, ROYCE C	06/30/2022	\$4,845.18
	00008774	E04762	WREN, DANIELLE E	06/30/2022	\$2,742.03
	00008775	E04763	WRIGHT, SARAH A	06/30/2022	\$2,606.43
	00008776	E04856	XU, DUO	06/30/2022	\$1,518.86
	00008777	E03543	YELENSKY, SHANNON M	06/30/2022	\$1,794.06
	00008778	E04156	YERGLER, JOHN J	06/30/2022	\$3,577.09
	00008779	E04722	YNIGUEZ, COLE A	06/30/2022	\$2,189.20
	00008780	E09942	YOUNG, DAVID C	06/30/2022	\$4,112.98
	00008781	E01978	ZMIJA, ADAM D	06/30/2022	\$12,594.27
	00008782	E04517	AGUIRRE, ALFRED J	06/30/2022	\$3,499.63
	00008783	E01626	AGUIRRE, ANSELMO	06/30/2022	\$2,055.32
	00008784	E04451	AGUIRRE, ANTHONY U	06/30/2022	\$329.77
	00008785	E04631	ANDREI, IOAN	06/30/2022	\$1,095.20
	00008786	E04678	BABINSKI IV, SYLVESTER A	06/30/2022	\$1,927.80
	00008787	E04336	BECERRA, RODOLPHO M	06/30/2022	\$2,278.36
	00008788	E04972	BECERRA-SAMANIEGO JR, GABRIEL	06/30/2022	\$1,897.94
	00008789	E04770	BELL, DONEISHA L	06/30/2022	\$815.15
	00008790	E01255	BOS, MICHAEL C	06/30/2022	\$2,167.81
	00008791	E04650	BUCHLER, RAYMOND A	06/30/2022	\$1,560.28
	00008792	E01584	CANDELARIA, DANIEL J	06/30/2022	\$4,127.76
	00008793	E04300	CANO, EDGAR A	06/30/2022	\$2,145.84
	00008794	E03828	CANTRELL, JEFFREY G	06/30/2022	\$2,304.51
	00008795	E03811	CARRISOZA, ALBERT J	06/30/2022	\$2,244.06
	00008796	E00916	CARTER, PHILLIP J	06/30/2022	\$3,141.66

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00008797	E04869	CHAVEZ, DAMIAN JESUS	06/30/2022	\$532.87
	00008798	E04551	CONTRERAS, GABRIELA R	06/30/2022	\$2,909.07
	00008799	E03518	COTTON, JULIE T	06/30/2022	\$1,748.60
	0008800	E03807	DE LA ROSA, VINCENT L	06/30/2022	\$3,141.34
	00008801	E03736	DIBAJ, KAMYAR	06/30/2022	\$3,656.94
	00008802	E04989	DOCHERTY, PAUL	06/30/2022	\$593.73
	00008803	E02515	DUVALL, RICK L	06/30/2022	\$2,835.90
	00008804	E04514	ESPINOZA, ERIC M	06/30/2022	\$1,954.20
	00008805	E03733	ESPINOZA, JULIA	06/30/2022	\$1,282.86
	00008806	E03405	FERNANDEZ, CECELIA A	06/30/2022	\$1,258.58
	00008807	E04997	FLORES, ANTHONY	06/30/2022	\$713.67
	80880000	E04990	FLORES, MITCHELL C	06/30/2022	\$713.67
	00008809	E00558	FREGOSO, ALICE K	06/30/2022	\$2,032.50
	00008810	E05010	GALVAN, EDGAR	06/30/2022	\$894.79
	00008811	E04754	GARCIA, ALICIA R	06/30/2022	\$1,516.50
	00008812	E04677	GIROUARD, CASEY G	06/30/2022	\$1,548.65
	00008813	E04629	GOMEZ, DIANA	06/30/2022	\$1,003.82
	00008814	E03341	GONZALEZ, JORGE	06/30/2022	\$1,213.86
	00008815	E04473	GOUNTOUMA, SOUMELIA K	06/30/2022	\$2,348.17
	00008816	E03400	GREENE, MICHAEL R	06/30/2022	\$2,298.13
	00008817	E03685	GUZMAN, JESSE	06/30/2022	\$901.78
	00008818	E04299	HANSEN, AARON R	06/30/2022	\$2,047.00
	00008819	E03523	HARO, GLORIA A	06/30/2022	\$1,237.04
	00008820	E03759	HERNANDEZ, HERMILO	06/30/2022	\$2,272.27
	00008821	E04622	HOFER, ALICIA M	06/30/2022	\$2,032.62
	00008822	E02874	HOLMON III, ALBERT J	06/30/2022	\$3,765.79
	00008823	E04347	HSIEH, NICOLAS C	06/30/2022	\$3,794.61
	00008824	E03588	HUYNH, HUY HOA	06/30/2022	\$2,311.26
	00008825	E04831	ILFELD, MATTHEW D	06/30/2022	\$1,418.20
	00008826	E01907	JACOT, ROSEMARIE	06/30/2022	\$2,127.93
	00008827	E04296	JOHNSON, ERIC W	06/30/2022	\$1,954.99
	00008828	E04979	JURADO, MICHAEL	06/30/2022	\$1,176.43
	00008829	E04470	KAYLOR, BRENT	06/30/2022	\$2,541.58
	00008830	E04728	KHALIL, MARK M	06/30/2022	\$2,261.92

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00008831	E04382	KWIATKOWSKI, BRYAN D	06/30/2022	\$1,786.32
	00008832	E02852	LADNEY, MARK W	06/30/2022	\$3,676.31
	00008833	E04769	LAMAS, LEONEL A	06/30/2022	\$976.03
	00008834	E03813	LEWIS, SHAN L	06/30/2022	\$2,579.18
	00008835	E03301	LEYVA, RAUL	06/30/2022	\$6,917.77
	00008836	E05006	MARQUEZ, STEVEN ADAM	06/30/2022	\$1,352.66
	00008837	E05364	MARU, NAVIN B	06/30/2022	\$3,238.95
	00008838	E04665	MEJIA, DIEGO A	06/30/2022	\$1,884.93
	00008839	E03493	MENDEZ, RIGOBERTO	06/30/2022	\$3,203.59
	00008840	E04998	MENDOZA, LAURA	06/30/2022	\$937.71
	00008841	E04724	MOORE, DOUGLAS A	06/30/2022	\$2,482.74
	00008842	E04827	MORELAND, ANDREW J	06/30/2022	\$1,852.50
	00008843	E04222	MOSS, DANIEL C	06/30/2022	\$2,082.47
	00008844	E01243	MURRAY JR, WILLIAM E	06/30/2022	\$6,550.01
	00008845	E04634	NAVARRO, JUAN C	06/30/2022	\$2,661.25
	00008846	E00084	NGUYEN, KHUONG	06/30/2022	\$1,273.87
	00008847	E04969	ORNELLAS, MICHAEL	06/30/2022	\$1,455.50
	00008848	E03378	ORTIZ, STEVEN T	06/30/2022	\$4,665.82
	00008849	E04999	ORTUNO, ANIBAL	06/30/2022	\$2,029.15
	00008850	E03754	PINKSTON, RICHARD L	06/30/2022	\$2,494.09
	00008851	E04567	POWELL, AUSTIN H	06/30/2022	\$2,410.56
	00008852	E03799	QUIROZ, ROLANDO	06/30/2022	\$2,205.15
	00008853	E04572	REED, MELVIN P	06/30/2022	\$1,962.24
	00008854	E02058	REYES, DELFRADO C	06/30/2022	\$1,273.87
	00008855	E04295	ROBLES, RAFAEL	06/30/2022	\$1,831.82
	00008856	E04563	RODRIGUEZ, ADRIANNA M	06/30/2022	\$1,141.23
	00008857	E05004	RUELAS, SERGIO	06/30/2022	\$748.78
	00008858	E04289	SALDIVAR, RICARDO	06/30/2022	\$1,760.88
	00008859	E04505	SANTOS, MICHAEL F	06/30/2022	\$3,354.86
	00008860	E04215	SMOUSE, TREVOR G	06/30/2022	\$2,456.47
	00008861	E04836	SOTO, WILLIAM A	06/30/2022	\$1,609.95
	00008862	E03091	SUDDUTH, STEPHEN D	06/30/2022	\$2,706.14
	00008863	E01625	TAPIA, LUIS A	06/30/2022	\$2,552.14
	00008864	E04756	TARIN, ALEXIS P	06/30/2022	\$2,968.07

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00008865	E03239	TAUANU U, STEVE J	06/30/2022	\$2,011.99
	00008866	E08661	THOMPSON, MICHAEL W	06/30/2022	\$3,681.08
	00008867	E04773	THURMAN JR, EDWIN O	06/30/2022	\$996.67
	00008868	E08679	THURMAN, RODERICK	06/30/2022	\$1,802.18
	00008869	E03480	TRIMBLE, EMILY H	06/30/2022	\$1,946.84
	00008870	E04825	TRUJILLO, JOSEPH E	06/30/2022	\$1,602.11
	00008871	E02482	UPHUS, MARK P	06/30/2022	\$4,309.77
	00008872	E03681	VASQUEZ, JOSE A	06/30/2022	\$3,059.28
	00008873	E02942	VERA, EVARISTO	06/30/2022	\$2,194.74
	00008874	E03727	VERGARA NEAL, ANA G	06/30/2022	\$2,827.74
	00008875	E03670	VITALI, SUSAN	06/30/2022	\$569.51
	00008876	E01580	VU, DAI C	06/30/2022	\$4,232.66
	00008877	E04362	VU, KHANG L	06/30/2022	\$3,244.02
	00008878	E04896	WESTON, SHAQUANNA D	06/30/2022	\$744.81
	00008879	E01619	WHITE, WILLIAM J	06/30/2022	\$2,317.03
	08880000	E03414	WILLIAMS, HILLARD J	06/30/2022	\$104.09
	00008881	E04006	WILLIAMS, RICHARD L	06/30/2022	\$2,286.38
	00008882	E05023	YNIGUEZ, KARISSA N	06/30/2022	\$2,364.47
	00008883	E03436	ZIEGLER, RICK S	06/30/2022	\$1,372.27
	00008884	E03917	ALLEN, CHRISTOPHER L	06/30/2022	\$67.98
	00008885	E04163	AMBRIZ GARCIA, EDWARD D	06/30/2022	\$1,369.91
	00008886	E04784	BANUELOS, ALEJANDRO	06/30/2022	\$2,348.94
	00008887	E04063	BERGER, JAN	06/30/2022	\$2,350.32
	00008888	E00651	BERMUDEZ, ROBERT P	06/30/2022	\$3,231.50
	00008889	E03495	BLAS, VICTOR T	06/30/2022	\$2,440.65
	00008890	E00070	CANNON, TIM P	06/30/2022	\$4,612.02
	00008891	E04365	DAN, CARINA M	06/30/2022	\$2,334.99
	00008892	E04440	DAVIS, RYAN H	06/30/2022	\$2,300.34
	00008893	E03145	DE LA ROSA, FRANK X	06/30/2022	\$3,244.66
	00008894	E03051	DIEMERT, RONALD W	06/30/2022	\$2,628.73
	00008895	E02718	ESCOBAR, CHRIS N	06/30/2022	\$3,442.67
	00008896	E03688	GLENN, JEREMY J	06/30/2022	\$785.73
	00008897	E01618	GOMEZ, JOSE	06/30/2022	\$2,317.48
	00008898	E02701	GONZALEZ, ALEJANDRO	06/30/2022	\$2,876.72

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00008899	E01652	GRAY, MICHAEL J	06/30/2022	\$2,822.88
	00008900	E03763	GRIFFIN, LARRY	06/30/2022	\$2,598.98
	00008901	E04828	GUERRERO, MICHAEL V	06/30/2022	\$1,808.81
	00008902	E04018	HAENDIGES, ROBERT A	06/30/2022	\$3,398.14
	00008903	E03575	HART, RYAN S	06/30/2022	\$2,477.87
	00008904	E03701	HAYES, BRENT W	06/30/2022	\$3,302.39
	00008905	E03399	HOWENSTEIN, FRANK D	06/30/2022	\$2,486.70
	00008906	E03406	HUY, EDWARD A	06/30/2022	\$2,214.16
	00008907	E04782	JIN, LIYAN	06/30/2022	\$2,360.27
	00008908	E03534	KIM, SAMUEL K	06/30/2022	\$3,725.27
	00008909	E03254	KIRZHNER, ALLEN G	06/30/2022	\$3,069.81
	00008910	E03988	LI, REBECCA PIK KWAN	06/30/2022	\$4,124.27
	00008911	E02063	MA AE, DAVID	06/30/2022	\$2,011.20
	00008912	E03249	MANSON, RAQUEL K	06/30/2022	\$2,901.62
	00008913	E04837	MARTINEZ, ALFREDO	06/30/2022	\$1,997.56
	00008914	E02124	MEISLAHN, TYLER	06/30/2022	\$2,069.24
	00008915	E04403	MONTGOMERY, JESSE K	06/30/2022	\$2,332.90
	00008916	E04707	MORRIS, JUSTIN M	06/30/2022	\$1,792.28
	00008917	E03590	MOYA JR, STEVEN J	06/30/2022	\$2,376.98
	00008918	E03519	MURAD, BASIL G	06/30/2022	\$2,744.74
	00008919	E03144	NATLAND, KIRK L	06/30/2022	\$1,465.15
	00008920	E04291	NGUYEN, DUC TRUNG	06/30/2022	\$2,416.85
	00008921	E04904	NGUYEN, LISA	06/30/2022	\$698.25
	00008922	E03221	NICOLAE, CORNELIU	06/30/2022	\$3,083.79
	00008923	E04210	NUNES, BRANDON S	06/30/2022	\$2,196.83
	00008924	E03923	ORNELAS, ANDREW I	06/30/2022	\$2,895.12
	00008925	E03582	ORTEGA, DAVID A	06/30/2022	\$2,687.86
	00008926	E03578	PASILLAS, CELESTINO J	06/30/2022	\$2,967.34
	00008927	E03170	PEARSON, WILLIAM F	06/30/2022	\$2,436.60
	00008928	E04950	PHAM ADA, DYLLAN TUAN ANH	06/30/2022	\$669.05
	00008929	E04805	POLIDORI, JESSICA J	06/30/2022	\$3,169.20
	00008930	E02500	PORRAS, STEPHEN	06/30/2022	\$3,523.14
	00008931	E04489	PRUDHOMME, CHRISTOPHER B	06/30/2022	\$2,296.64
	00008932	E07590	RUITENSCHILD, LES A	06/30/2022	\$3,246.21

CITY OF GARDEN GROVE

FEFM001 All Checks Register

Check Dates Jun 30, 2022 Bank(s): EF - Payroll EFT, PY - Payroll

Report Generated on Jun 28, 2022 3:03:12 PM

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00008933	E03926	RUIZ, JONATHAN	06/30/2022	\$2,598.70
00008934	E07690	SANTOS, ALEXIS	06/30/2022	\$1,833.55
00008935	E07692	SARMIENTO, ADRIAN M	06/30/2022	\$2,486.45
00008936	E04956	SON, TOMMY T	06/30/2022	\$2,221.45
00008937	E04301	TALAMANTES JR, ALBERT	06/30/2022	\$2,635.67
00008938	E04121	TRAN, MINH K	06/30/2022	\$2,349.56
00008939	E00151	VALENZUELA JR, ALEJANDRO	06/30/2022	\$0.00
00008940	E08881	VALENZUELA, ALEJANDRO N	06/30/2022	\$2,848.30
00008941	E01882	VIRAMONTES, JESSE	06/30/2022	\$1,841.25
00008942	E04195	WOLLAND, RONALD J	06/30/2022	\$1,643.00
00008943	E09940	YERGENSEN, VICTOR K	06/30/2022	\$3,087.54
00008944	E09954	ZAVALA, JOHN	06/30/2022	\$2,750.55

Issued: 623 \$1,566,104.56

EF - Payroll EFT Total: 623 \$1,566,104.56

CITY OF GARDEN GROVE

FEFM001 All Checks Register Check Dates Jun 30, 2022

Bank(s): EF - Payroll EFT, PY - Payroll

Report Generated on Jun 28, 2022 3:03:12 PM

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PY -	Pay	roll
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185041	E04994	GREENUP, BREANNA C	06/30/2022	\$342.03
00185042	E05027	SANCHEZ MENDOZA, ALFREDO	06/30/2022	\$1,848.20
00185043	E00977	BELAIR, DIANE	06/30/2022	\$2,021.77
00185044	E04930	CHOW, IRIS L	06/30/2022	\$1,039.87
00185045	E05036	DINH, NGUYEN KHOA	06/30/2022	\$269.87
00185046	E05013	DINH, TIFFANY	06/30/2022	\$599.99
00185047	E05015	FALETOI, TERRY U	06/30/2022	\$181.43
00185048	E04982	GONZALEZ, KATHERYN	06/30/2022	\$881.37
00185049	E04808	HUANG, HALLIE S	06/30/2022	\$214.51
00185050	E05032	LEE, JASON J	06/30/2022	\$366.75
00185051	E04936	NGUYEN, BRENDAN L	06/30/2022	\$514.27
00185052	E05026	PACHECO, ALEXANDER	06/30/2022	\$845.02
00185053	E04824	PACHECO, LAURA M	06/30/2022	\$228.48
00185054	E05034	SMITH, NATHAN O	06/30/2022	\$910.62
00185055	E05029	ALARID, DAVID M	06/30/2022	\$979.09
00185056	E05028	AMAYA, JOSE J	06/30/2022	\$963.42
00185057	E05040	ARCHULETA, ANDREW M	06/30/2022	\$1,032.15
00185058	E05041	BARRIOS-ROA, JAYDE D.	06/30/2022	\$963.42
00185059	E05037	GAINES, JEFFREY S	06/30/2022	\$343.45
00185060	E05012	HODNETT, RYAN P	06/30/2022	\$719.13
00185061	E05031	RAMIREZ, AACIN	06/30/2022	\$1,810.72
00185062	E03529	ROCHA, MICHAEL F	06/30/2022	\$2,669.03
00185063	E03446	JIMENEZ, VIDAL	06/30/2022	\$2,009.28

Issued: 23 \$21,753.87 PY - Payroll Total: 23 \$21,753.87

Issued: 646 \$1,587,858.43 Summary Total: 646 \$1,587,858.43

6/30/2022

Dans

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Approval of the 2022 Date: 7/12/2022

Drinking Water Public Health Goal Report. (Action Item)

<u>OBJECTIVE</u>

For the City Council to conduct a public hearing to receive comments and to approve the City's 2022 Drinking Water Public Health Goal Report.

BACKGROUND

In 1974, Congress passed the Safe Drinking Water Act to ensure that municipalities provide safe, clean drinking water. The act sets the mandatory and enforceable levels of constituents in water known as Maximum Contaminant Levels (MCLs). The range and value of these constituents must be communicated to customers annually in our Water Quality Report. Staff prepared this report and it has been available on the City's website as of July 1, 2022, as required by the State Water Resources Control Board.

Additionally, California's Health and Safety Code Section 116470(b) requires a separate report be generated detailing any contaminants that exceed the Public Health Goal levels (PHG) set by the state Office of Environmental Health Hazard Assessment (OEHHA), referred to as the Public Health Goal Report. If there are no exceedances of the PHGs, no report is required. Also, any PHG Report is not required to be sent to residents, however, it must be made available upon request.

DISCUSSION

The City of Garden Grove's water supply continues to be in full compliance with all enforceable standards required by state and federal regulatory agencies. PHGs established by the OEHHA and Maximum Contaminant Level Goals (MCLGs) established by the United States Environmental Protection Agency are based solely on public health risk considerations being set at levels where the health risks are very low, or zero. The determinations of health risks at these low levels are frequently theoretical. The apparent purpose of the PHG Report is to give water system customers access to information on levels of contaminants, even below the

enforceable mandatory MCLs. PHGs and MCLGs are not enforceable.

Additionally, agencies that operate water systems are required to report any exceeded PHGs or MCLGs to their governing bodies and to hold a public hearing to accept and respond to public comment related to any exceedances. The Public Health Goal Report is only required if a PHG was exceeded on a three (3) year reporting cycle.

For the 2022 Public Health Goal Report, three (3) contaminants: arsenic, perchlorate and uranium are required to be reported to governing bodies and consumers because they exceed the PHGs, although none of the samples exceeded any enforceable regulatory levels.

FINANCIAL IMPACT

There is no financial impact. The City meets or exceeds all enforceable standards required by state and federal regulatory agencies.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a Public Hearing; and
- Approve the Public Health Goal Report as submitted.

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

ATTACHMENTS:			
Description	Upload Date	Туре	File Name
Water Quality Report 2022	6/22/2022	Backup Material	Garden_Grove_2022_WQ_Report_(English_Web).pdf
Public Health Goal Report 2022	6/22/2022	Backup Material	Garden_Grove_2022_PHG.pdf



City of

Garden Grove

Water Services
Division

2022 Water Quality Report



Your 2022 Water Quality Report

Since 1990, California public water utilities have been providing an annual Water Quality Report to their customers. This year's report covers calendar year 2021 drinking water quality testing and reporting.

The City of Garden Grove Water Services Division (City) vigilantly safeguards its water supply and, as in years past, the water delivered to your home meets the quality standards required by federal and state regulatory agencies. The U.S. Environmental Protection Agency (USEPA) and the State Water Resources Control Board, Division of Drinking Water (DDW) are the agencies responsible for establishing and enforcing drinking water quality standards.



In some cases, the City goes beyond what is required by testing for unregulated chemicals that may have known health risks but do not have drinking water standards. For example, the Orange County Water District (OCWD), which manages the groundwater basin, and the Metropolitan Water District of Southern California (MWDSC), which supplies imported treated surface water to the City test for unregulated chemicals in our water supply. Unregulated chemical monitoring helps USEPA and DDW determine where certain chemicals

We Appreciate All You Do to Save Water

Thank you! For all we've been through these many years of intermittent drought, the City of Garden Grove Water Services Division extends its heartfelt thanks to all of you who have worked so hard to conserve water. When the seemingly impossible was asked of you — that you conserve 20% of our water at the



height of the last drought — you not only met this goal, you exceeded it. And best of all, you continued to conserve water after the drought was officially declared to be over.

Now, as we potentially enter another year of drought, the City is in a better position than it has been in previous droughts. All because you, our citizens, take your responsibilities seriously. You know we live in an arid land, and you recognize water conservation has to be more than a passing passion — it must be a way of life.

As with all of you, it is our fondest hope we will escape another year of drought. But beyond our hopes, we have confidence the citizens of Garden Grove will always know what to do to conserve their water.

occur and whether new standards need to be established for those chemicals to protect public health.

Through drinking water quality testing programs carried out by OCWD for groundwater, MWDSC for treated surface water and the City for the water distribution system, your drinking water is constantly monitored from source to tap for regulated and unregulated constituents. The state allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently.

Some of our data, though representative, are more than one year old.

This report contains important information about your drinking water. Translate it, or speak with someone who understands it.

Este informe contiene información muy importante sobre su agua potable. Tradúzcalo ó hable con alguien que lo entienda bien.

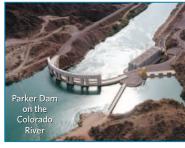
Báo cáo này chứa thông tin quan trọng về nước uống của quý vị. Hãy dịch báo cáo, hoặc nói chuyện với một người hiểu báo cáo này.

> 본 보고는 귀하의 식수에 관한 중요한 정보를 가지고 있습니다. 번역, 또는 이 보고를 이해하는 사람에게 물어보**음age.35 of 213**

The Quality of Your Water is Our Primary Concern

Sources of Supply

Your drinking water is a blend of mostly groundwater from 12 wells in the Orange County groundwater basin and also surface water imported by MWDSC. MWDSC's imported water



sources are a blend of State Water Project water from Northern California and water from the Colorado River Aqueduct. Your groundwater comes from a natural underground reservoir managed by the Orange County Water District (OCWD) that stretches from the Prado Dam and fans across the northwestern portion of Orange County, excluding the communities of Brea and La Habra, and stretching as far south as the El Toro 'Y.'

Last year, as in years past, your tap water met all USEPA and state drinking water health standards. The City vigilantly safeguards its water supplies and once again, we are proud to report that our system has never violated a maximum contaminant level (MCL) or any other water quality standard. This brochure is a snapshot of last year's water quality. Included are details about where your water comes from, what it contains, and how it compares to federal and state standards.

Basic Information About Drinking Water Contaminants

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs and wells. As water travels over the surface of land or through the layers of the ground it dissolves naturally occurring



minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animal and human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.
- Inorganic contaminants, such as salts and metals,
 which can be naturally occurring or result from urban

- stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining and farming.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production or mining activities.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gasoline stations, urban stormwater runoff, agricultural application and septic systems.

In order to ensure that tap water is safe to drink, USEPA and the

DDW prescribe regulations that limit the amount of certain contaminants in water provided by public water systems.

The U.S. Food and Drug
Administration regulations and
California law also establish limits
for contaminants in bottled water
that must provide the same
protection for public health.
Drinking water, including bottled
water, may reasonably be



expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk.

More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline at (800) 426-4791.

We Invite You to Learn More About Your Water's Quality

For information about this report, or your water quality in general, please contact the Water Quality Staff at (714) 741-5395.

Public City Council meetings are

held on the second and fourth Tuesdays of each month at 6:45 p.m. in the Council Chambers at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

You may also contact our City Clerk's Office, Garden Grove City Hall, 11222 Acacia Parkway, Garden Grove, California 92840 or call (714) 741-5040 for information

about Garden Grove City Council meetings. Please feel free to participate in these meetings.

For more information about the health effects of the contaminants listed in the following tables, you may call the USEPA hotline at (800) 426-4791.

- To Safeguard Against Issues that May Affect Your Health -

We Comply with All State & Federal Water Quality Regulations

About Lead in Tap Water

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing.

The City is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking.

If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline, (800) 426-4791, or at: www.epa.gov/safewater/lead.





Drinking Water Fluoridation

Fluoride has been added to U.S. drinking water supplies since 1945. Of the 50 largest cities in the U.S., 43 fluoridate their drinking water.

In December 2007, MWDSC joined a majority of the nation's public water suppliers in adding fluoride to drinking water in order to prevent tooth decay. MWDSC was in compliance with all provisions of the State's fluoridation system requirements. Our local water is not supplemented with fluoride. Fluoride levels in drinking water are limited under California state regulations at a maximum dosage of 2 parts per million.

Immunocompromised People

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised people, such as those with cancer who are undergoing chemotherapy, persons who have had organ transplants, people with HIV/AIDS or other immune system disorders, some elderly persons, and infants can be particularly at risk to infection. These people should seek advice about drinking water from their health care providers.



Cryptosporidium

Cryptosporidium is a microscopic organism that, when ingested, can cause diarrhea, fever, and other gastrointestinal symptoms. The organism comes from animal and/or human wastes and may be in surface water. MWDSC tested its source water and treated surface water for *Cryptosporidium* in 2021, but did not detect it. If it ever is detected, *Cryptosporidium* is eliminated by an effective treatment combination including sedimentation, filtration, and disinfection.

The USEPA and the federal Centers for Disease Control guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from USEPA's Safe Drinking Water Hotline at (800) 426-4791, or visit them on the web at: www.epa.gov/safewater.

PFAS

PFAS (PFOA and PFOS) are a group of man-made chemicals that may pose a hazard to health. They have been widely used in a variety of products and are resistant to heat, water, oils and stains.

The City monitors very closely on PFOA and PFOS levels in our supply wells per the latest State guidelines. Six of the City's wells have been taken offline as a precaution, and the City is working on design/construction of treatment systems before reactivating the affected wells.

Additional information regarding PFOA and PFOS is available on the California Water Board's Division of Drinking Water website at www.waterboards.ca.gov/pfas/.

PFAS can be found in:













Constituent	MCL	PHG (MCLG)	Average Amount	Range of Detections	MCL Violation?	Typical Source of Constituent
Radiologicals – Tested in 2020 a	and 2021					
Gross Alpha Particle Activity (pCi/L)	15	(0)	ND	ND - 3	No	Erosion of Natural Deposits
Gross Beta Particle Activity (pCi/L)	50	(0)	5	4 – 6	No	Decay of Natural and Man-made Deposits
Uranium (pCi/L)	20	0.43	2	1 – 3	No	Erosion of Natural Deposits
Inorganic Chemicals – Tested in	n 2021					
Aluminum (ppm)	1	0.6	0.141	ND - 0.21	No	Treatment Process Residue, Natural Deposits
Barium (ppm)	1	2	0.111	0.111	No	Refinery Discharge, Erosion of Natural Deposits
Bromate (ppb)	10	0.1	ND	ND - 4.6	No	Byproduct of Drinking Water Ozonation
Fluoride (ppm)	2	1	0.7	0.6 - 0.9	No	Water Additive for Dental Health
Secondary Standards* – Tested	l in 2021					
Aluminum (ppb)	200*	600	141	ND - 210	No	Treatment Process Residue, Natural Deposits
Chloride (ppm)	500*	n/a	96	95 – 97	No	Runoff or Leaching from Natural Deposits
Color (color units)	15*	n/a	1	1	No	Naturally-occurring Organic Materials
Odor (threshold odor number)	3*	n/a	2	2	No	Naturally-occurring Organic Materials
Specific Conductance (µmho/cm)	1,600*	n/a	958	950 – 965	No	Substances that Form Ions in Water
Sulfate (ppm)	500*	n/a	214	214 – 215	No	Runoff or Leaching from Natural Deposits
Total Dissolved Solids (ppm)	1,000*	n/a	597	597	No	Runoff or Leaching from Natural Deposits
Unregulated Chemicals – Teste	d in 2018 and 202	1				
Alkalinity, total as CaCO ₃ (ppm)	Not Regulated	n/a	125	124 – 126	n/a	Runoff or Leaching from Natural Deposits
Boron (ppm)	NL = 1	n/a	0.13	0.13	n/a	Runoff or Leaching from Natural Deposits
Calcium (ppm)	Not Regulated	n/a	66	65 – 66	n/a	Runoff or Leaching from Natural Deposits
Germanium (ppb) (1)	Not Regulated	n/a	0.1	ND - 0.4	n/a	Erosion of Natural Deposits; Industrial Discharge
Hardness, total as CaCO ₃ (ppm)	Not Regulated	n/a	274	271 – 276	n/a	Runoff or Leaching from Natural Deposits
Hardness, total (grains/gallon)	Not Regulated	n/a	16	16	n/a	Runoff or Leaching from Natural Deposits
Vlagnesium (ppm)	Not Regulated	n/a	25	24 – 26	n/a	Runoff or Leaching from Natural Deposits
Vlanganese (ppb) (1,2)	50*	n/a	2.23	0.8 - 3.3	No	Erosion of Natural Deposits
oH (pH units)	Not Regulated	n/a	8.1	8.1	n/a	Hydrogen Ion Concentration
Potassium (ppm)	Not Regulated	n/a	4.4	4.2 - 4.6	n/a	Runoff or Leaching from Natural Deposits
Sodium (ppm)	Not Regulated	n/a	94	93 – 95	n/a	Runoff or Leaching from Natural Deposits
Total Organic Carbon (ppm)	TT	n/a	2.4	1.9 – 2.8	n/a	Various Natural and Man-made Sources

ppb = parts per billion; **ppm** = parts per million; **pCi/L** = picoCuries per liter; **μmho/cm** = micromhos per centimeter; **ND** = not detected;

MCL = Maximum Contaminant Level; (MCLG) = federal MCL Goal; PHG = California Public Health Goal;

⁽²⁾ Manganese is regulated with a secondary standard but was not detected, based on the detection limit for purposes of reporting of 20 ppb.

Turbidity – combined filter effluent Metropolitan Water District Diemer Filtration Plant	Treatment Technique	Turbidity Measurements	TT Violation?	Typical Source of Constituent
1) Highest single turbidity measurement (NTU)	0.3	0.03	No	Soil Runoff
2) Percentage of samples less than or equal to 0.3 NTU	95%	100%	No	Soil Runoff

Turbidity is a measure of the cloudiness of the water, an indication of particulate matter, some of which might include harmful microorganisms. Low turbidity in Metropolitan's treated water is a good indicator of effective filtration. Filtration is called a "treatment technique" (TT).

NTU = nephelometric turbidity units

A treatment technique is a required process intended to reduce the level of chemicals in drinking water that are difficult and sometimes impossible to measure directly.

Chart Legend

What are Water Quality Standards?

Drinking water standards established by USEPA and DDW set limits for substances that may affect consumer health or aesthetic qualities of drinking water. The charts in this report show the following types of water quality standards:

- Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible.
- Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- Secondary MCLs: Set to protect the odor, taste, and appearance of drinking water.
- Primary Drinking Water Standard: MCLs for contaminants that affect health along with their monitoring and reporting requirements and water treatment requirements.
- Regulatory Action Level (AL): The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements that a water system must follow.

What is a Water Quality Goal?

In addition to mandatory water quality standards, USEPA and DDW have set voluntary water quality goals for some contaminants. Water quality goals are often set at such low levels that they are not achievable in practice and are not directly measurable. Nevertheless, these goals provide useful guideposts and direction for water management practices. The charts in this report include three types of water quality goals:

- Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by USEPA.
- Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

How are Contaminants Measured?

Water is sampled and tested throughout the year. Contaminants are measured in:

- parts per million (ppm) or milligrams per liter (mg/L)
- parts per billion (ppb) or micrograms per liter (μg/L)
- parts per trillion (ppt) or nanograms per liter (ng/L)

NL = Notification Level; n/a = not applicable; TT = treatment technique

^{*}Chemical is regulated by a secondary standard.

⁽¹⁾ Constituent is part of the Fourth Unregulated Contaminant Monitoring Rule (UCMR 4)

2021 City of Garden Grove Groundwater Quality									
Constituent	MCL	PHG	Average Amount	Range of Detections	MCL Violation?	Most Recent Sampling Date	Typical Source of Constituent		
Radiologicals									
Uranium (pCi/L)	20	0.43	8.05	5.15 – 10.1	No	2021	Erosion of Natural Deposits		
Inorganic Chemicals									
Arsenic (ppb)	10	0.004	<2	ND – 2.4	No	2020	Erosion of Natural Deposits		
Barium (ppm)	1	2	<0.1	ND - 0.128	No	2020	Erosion of Natural Deposits		
Fluoride (ppm)	2	1	0.45	0.41 - 0.49	No	2020	Erosion of Natural Deposits		
Nitrate (ppm as N)	10	10	3.64	2.38 - 4.36	No	2021	Fertilizers, Septic Tanks		
Nitrate+Nitrite (ppm as N)	10	10	3.64	2.38 – 4.36	No	2021	Fertilizers, Septic Tanks		
Perchlorate (ppb)	6	1	<2	ND - 3.8	No	2021	Industrial Discharge		
Secondary Standards*									
Chloride (ppm)	500*	n/a	79.5	40.5 – 117	No	2021	Erosion of Natural Deposits		
Specific Conductance (µmho/cm)	1,600*	n/a	869	613 – 1,060	No	2021	Erosion of Natural Deposits		
Sulfate (ppm)	500*	n/a	125	84.4 – 145	No	2021	Erosion of Natural Deposits		
Total Dissolved Solids (ppm)	1,000*	n/a	544	387 – 690	No	2021	Erosion of Natural Deposits		
Turbidity (NTU)	5*	n/a	<0.1	ND - 0.2	No	2020	Erosion of Natural Deposits		
Unregulated Constituents									
Alkalinity, total as CaCO ₃ (ppm)	Not Regulated	n/a	185	167 – 216	n/a	2021	Erosion of Natural Deposits		
Boron (ppm)	NL = 1	n/a	0.11	ND - 0.26	n/a	2020	Erosion of Natural Deposits		
Bromide (ppm) (1)	Not Regulated	n/a	0.22	0.104 - 0.62	n/a	2019	Industrial Discharge		
Calcium (ppm)	Not Regulated	n/a	102	77.8 – 113	n/a	2020	Erosion of Natural Deposits		
Chromium, Hexavalent (ppb)	Not Regulated	0.02	1.5	ND - 2.3	n/a	2020	Erosion of Natural Deposits; Industrial Discharge		
Germanium (ppb) (1)	Not Regulated	n/a	0.02	ND - 0.3	n/a	2019	Erosion of Natural Deposits; Industrial Discharge		
Hardness, total (grains/gal)	Not Regulated	n/a	19	14 – 22	n/a	2020	Erosion of Natural Deposits		
Hardness, total as CaCO ₃ (ppm)	Not Regulated	n/a	330	248 – 372	n/a	2020	Erosion of Natural Deposits		
Magnesium (ppm)	Not Regulated	n/a	18	13 – 22	n/a	2020	Erosion of Natural Deposits		
Manganese (ppb) (1,2)	50*	n/a	0.14	ND - 1.8	No	2019	Erosion of Natural Deposits		
PFAS Compounds									
Perfluoro butane sulfonic acid (PFBS) (ppt)	NL = 500	n/a	<4	ND - 4.1	n/a	2021	Industrial Discharge		
Perfluoro hexane sulfonic acid (PFHxS) (ppt)	Not Regulated	n/a	6.4	ND - 17.4	n/a	2021	Industrial Discharge		
Perfluorohexanoic acid (PFHxA) (ppt)	Not Regulated	n/a	<4	ND – 4.3	n/a	2021	Industrial Discharge		
Perfluoro octane sulfonic acid (PFOS) (ppt)	NL = 6.5	n/a	8.5	ND - 28.8	n/a	2021	Industrial Discharge		
Perfluoro octanoic acid (PFOA) (ppt)	NL = 5.1	n/a	4	ND - 10.4	n/a	2021	Industrial Discharge		
pH (pH units)	Not Regulated	n/a	7.8	7.7 – 7.9	n/a	2020	Acidity, hydrogen ions		
Potassium (ppm)	Not Regulated	n/a	4	3.2 – 5.2	n/a	2020	Erosion of Natural Deposits		
Total Organic Carbon (Unfiltered)(ppm) ⁽¹⁾	Not Regulated	n/a	0.28	0.17 – 0.48	n/a	2019	Various Natural and Man-made Sources		
Sodium (ppm)	Not Regulated	n/a	57	36.5 – 90.5	n/a	2020	Erosion of Natural Deposits		
Vanadium, Total (ppb)	NL = 50	n/a	<3	ND - 3.8	n/a	2020	Erosion of Natural Deposits; Industrial Discharge		

ppb = parts-per-billion; ppm = parts-per-million; ppt = parts per trillion; ppt = parts per trillion; pci/L = picoCuries per liter; NTU = nephelometric turbidity units; ND = not detected; \(\mu\)mho/cm = micromho per centimeter; \(\mu\)L = Notification Level; \(\mu\)A = not applicable; \(\m<\) = average is less than the detection limit for reporting purposes; \(\mu\)CL = Maximum Contaminant Level; \(\mu\)PHG = California Public Health Goal

^{*}Contaminant is regulated by a secondary standard to maintain aesthetic qualities (taste, odor, color).
(1) Constituent is part of the Fourth Unregulated Contaminant Monitoring Rule (UCMR 4)
(2) Manganese is regulated with a secondary standard but was not detected, based on the detection limit for purposes of reporting of 20 ppb.

2021 City of Garden Grove Distribution System Water Quality								
Disinfection Byproducts	MCL (MRDL/MRDLG)	Average Amount	Range of Detections	MCL Violation?	Typical Source of Constituent			
Total Trihalomethanes (ppb)	80	32	ND - 74	No	Byproducts of Chlorine Disinfection			
Haloacetic Acids (ppb)	60	8	ND - 17	No	Byproducts of Chlorine Disinfection			
Chlorine Residual (ppm)	(4 / 4)	1.13	0.12 - 2.65	No	Disinfectant Added for Treatment			
Aesthetic Quality								
Color (color units)	15*	<1	ND – 2	No	Erosion of Natural Deposits			
Turbidity (NTU)	5*	<0.1	ND - 0.36	No	Erosion of Natural Deposits			

Eight locations in the distribution system are tested quarterly for total trihalomethanes and haloacetic acids; thirty-three locations are tested each month for color, odor and turbidity. Odor was not detected in 2021.

MRDL = Maximum Residual Disinfectant Level; MRDLG = Maximum Residual Disinfectant Level Goal

0.3

Lead and Copper Action Levels at Residential Taps Action Level 90th Percentile Sites Exceeding AL / AL Violation? **Typical Source** (AL) **Health Goal** Value **Number of Sites** of Constituent Lead (ppb) 15 0.2 ND<5 0 / 50 No Corrosion of Household Plumbing

0 / 50

Every three years, at least 50 residences are tested for lead and copper at-the-tap. The most recent set of samples was collected in 2019.

Lead was not detected. Copper was detected above the reporting level in 38 samples, but none of the samples exceeded the copper Action Level.

A regulatory Action Level is the concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

0.19

1.3

Copper (ppm)

Unregulated Chemicals Requiring Monitoring in the Distribution System									
Constituent	Notification Level	PHG	Average Amount	Range of Detections	Most Recent Sampling Date				
Dibromoacetic Acid (ppb)	n/a	n/a	0.64	0.4 – 1.2	2019				

Source Water Assessments

Imported (MWDSC) Water Assessment

Every five years, MWDSC is required by DDW to examine possible sources of drinking water contamination in its State Water Project and Colorado River source waters.

The most recent surveys for MWDSC's source waters are the

Colorado River Watershed Sanitary Survey

2020 Update, and the State Water
 Project Watershed Sanitary Survey 2016 Update.

Water from the Colorado River is considered to be most vulnerable to

contamination from recreation, urban/stormwater runoff, increasing urbanization in the watershed, and wastewater. Water supplies from Northern California's State Water Project are most vulnerable to contamination from urban/stormwater runoff, wildlife, agriculture, recreation, and wastewater.

USEPA also requires MWDSC to complete one Source Water Assessment (SWA) that utilizes information collected in the watershed sanitary surveys. MWDSC completed its SWA in December 2002. The SWA is used to evaluate the vulnerability of water sources to contamination and helps determine whether more protective measures are needed.

A copy of the most recent summary of either Watershed Sanitary Survey or the SWA can be obtained by calling MWDSC at (800) CALL-MWD (225-5693).

Nο

Groundwater Assessment

An assessment of the drinking water sources for the City was completed in December 2002. The groundwater sources are considered most vulnerable to the following activities associated with contami-



Corrosion of Household Plumbing

nants detected in the water supply: known contaminant plumes, historic agricultural activities and application of fertilizers, and parks. The groundwater sources are considered most vulnerable to the following activities not associated with detected contaminants: confirmed leaking underground storage tanks, dry cleaners, gas stations, and photo processing/printing.

A copy of the complete assessment is available at State Water Resources Control Board, Division of Drinking Water, 2 MacArthur Place, Suite 150, Santa Ana, California 92707.

You may request a summary of the assessment by contacting the City at (714) 741-5395.

^{*}Contaminant is regulated by a secondary standard to maintain aesthetic qualities (taste, odor, color).

In 2021, no school submitted a request to be sampled for lead.

CITY OF GARDEN GROVE 2022 PUBLIC HEALTH GOALS REPORT

JUNE 2022

2022 Public Health Goals (PHGs) Report City of Garden Grove

1.0 Introduction

Under the Calderon-Sher Safe Drinking Water Act of 1996 public water systems in California serving greater than 10,000 service connections must prepare a report containing information on 1) detection of any contaminant in drinking water at a level exceeding a Public Health Goal (PHG), 2) estimate of costs to remove detected contaminants to below the PHG using Best Available Technology (BAT), and 3) health risks for each contaminant exceeding a PHG. This report must be made available to the public every three years. The initial PHG Report was due on July 1, 1998, and subsequent reports are due every three years thereafter.

The 2022 PHGs Report has been prepared to address the requirements set forth in Section 116470 of the California Health and Safety Code. It is based on water quality analyses during calendar years 2019, 2020, and 2021 or, if certain analyses were not performed during those years, the most recent data available. The 2022 PHGs Report has been designed to be as informative as possible, without unnecessary duplication of information contained in the Consumer Confidence Report, which is made available to customers by July 1st of each year.

There are no regulations explaining requirements for the preparation of PHGs reports. A workgroup of the Association of California Water Agencies (ACWA) Water Quality Committee has prepared suggested guidelines for water utilities to use in preparing PHGs reports. The ACWA guidelines were used in the preparation of this 2022 PHGs Report. These guidelines include tables of cost estimates for BAT. The State of California (State) provides ACWA with numerical health risks and category of health risk information for contaminants with PHGs. This health risk information is appended to the ACWA guidelines.

2.0 California Drinking Water Regulatory Process

California Health and Safety Code Section 116365 requires the State to develop a PHG for every contaminant with a primary drinking water standard or for any contaminant the State is proposing to regulate with a primary drinking water standard. A PHG is the level of a contaminant in drinking water that poses no significant health risk if consumed for a lifetime. The process of establishing a PHG is a risk assessment based strictly on human health considerations. PHGs are recommended targets and are not required to be met by any public water system.

The State office designated to develop PHGs is the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA). The PHG is then forwarded to the State Water Resources Control Board, Division of Drinking Water (DDW) for use in revising or developing a Maximum Contaminant Level (MCL) in drinking water. The MCL is the highest level of a contaminant that is allowed in drinking water. State MCLs cannot be less stringent than federal MCLs and must be as close as is technically and economically feasible to the PHGs. DDW is required to take treatment technologies and cost of compliance into account when setting an MCL. Each MCL is reviewed at least once every five years.

3.0 Identification of Contaminants

Section 116470(b)(1) of the Health and Safety Code requires public water systems serving more than 10,000 service connections to identify each contaminant detected in drinking water that exceeded the applicable PHG. Section 116470(f) requires the MCLG to be used for comparison if there is no applicable PHG.

The City of Garden Grove (City) water system has approximately 34,122 service connections. The following constituents were detected at one or more locations within the drinking water system at levels that exceeded the applicable PHGs or MCLGs:

- **Arsenic** naturally-occurring in local groundwater.
- **Perchlorate** industrial contamination in groundwater
- Uranium naturally-occurring in local groundwater and in surface water purchased from MWDSC.

The accompanying table shows the applicable PHG or MCLG and MCL for each contaminant identified above. The table includes the maximum, minimum, and average concentrations of each contaminant in drinking water supplied by the City in calendar years 2019 through 2021.

4.0 Numerical Public Health Risks

Section 116470(b)(2) of the Health and Safety Code requires disclosure of the numerical public health risk, determined by OEHHA, associated with the MCLs, Action Levels, PHGs and MCLGs. Available numerical health risks developed by OEHHA for the contaminants identified above are shown on the accompany table. Only numerical risks associated with cancer-causing chemicals have been quantified by OEHHA. Cancer risk is stated in terms of "excess" cancer cases per million population.

Arsenic – OEHHA has determined the theoretical health risk associated with the PHG is one excess case of cancer in a million people. USEPA has determined the risk associated with the MCL is 2.5 excess cases of cancer in 1,000 people exposed over a 70-year lifetime.

Perchlorate – OEHHA has not established a numerical health risk for perchlorate because PHGs for non-carcinogenic chemicals in drinking water are set at a concentration at which no known or anticipated adverse health risks will occur, with an adequate margin of safety.

Uranium – OEHHA has determined the theoretical health risk associated with the PHG is 1 excess case of cancer in a million people. USEPA has determined the risk associated with the MCL is 5 excess cases of cancer in 100,000 people exposed over a 70-year lifetime.

5.0 Identification of Risk Categories

Section 116470(b)(3) of the Health and Safety Code requires identification of the category of risk to public health associated with exposure to the contaminant in drinking water, including a brief, plainly worded description of those terms. The risk categories and definitions for the contaminants identified above are shown on the accompanying table.

6.0 Description of Best Available Technology

Section 116470(b)(4) of the Health and Safety Code requires a description of the best available technology, if any is available on a commercial basis, to remove or reduce the concentrations of the contaminants identified above. The BATs are shown on the accompanying table.

7.0 Costs of Using Best Available Technologies and Intended Actions

Section 116470(b)(5) of the Health and Safety Code requires an estimate of the aggregate cost and cost per customer of utilizing the BATs identified to reduce the concentration of a contaminant to a level at or below the PHG or MCLG. In addition, Section 116470(b)(6) requires a brief description of any actions the water purveyor intends to take to reduce the concentration of the contaminant and the basis for that decision.

Arsenic – The BATs for removal of arsenic in water for large water systems are: activated alumina, coagulation/filtration, electrodialysis, ion exchange, lime softening, oxidation/filtration, and reverse osmosis. Arsenic was detected above the PHG in the

local groundwater (three wells). The City is in compliance with the MCL for arsenic. The estimated cost to reduce arsenic levels in local groundwater to below the PHG of 0.004 microgram per liter (μ g/l) using ion exchange was calculated. Because the DDW detection limit for purposes of reporting (DLR) for arsenic is 2 μ g/l, treating arsenic to below the PHG level means treating arsenic to below the DLR of 2 μ g/l. There are numerous factors that may influence the actual cost of reducing arsenic levels to the PHG. Achieving the water quality goal for arsenic could be approximately \$1,107,000 per year, or \$32 per service connection per year.

Uranium – The only BAT for the removal of uranium in water for large water systems is reverse osmosis, which can also remove gross alpha and gross beta, if detected. Uranium was detected above the PHG in the local groundwater (11 wells). The cost of providing treatment using Reverse Osmosis to reduce uranium levels in local groundwater below the PHG were calculated. The cost for achieving PHG for uranium could range from \$10,500,000 to \$38,700,000 per year, or between \$310 and \$1,134 per service connection per year.

Perchlorate – The BATs for removal of perchlorate in water are: ion exchange and biological fluidized bed reactor. Perchlorate was detected above the PHG in the local groundwater (9 wells). The City is in compliance with the MCL for perchlorate. The estimated cost to reduce perchlorate levels in local groundwater to below the PHG of 1 μ g/I using ion exchange was calculated. Because the DLR for perchlorate is 4 μ g/I, treating perchlorate to below the PHG level means treating perchlorate to below the DLR of 4 μ g/I. There are numerous factors that may influence the actual cost of reducing perchlorate levels to the PHG. Achieving the water quality goal for perchlorate could range from \$4,200,000 to \$6,700,000 per year, or between \$122 and \$197 per service connection per year.

All Contaminants – In addition, a cost estimate to treat all water produced or purchased by the City using ion exchange and reverse osmosis to remove all the contaminants detected above the PHGs or MCLGs was calculated. All the contaminants listed in the attached table may be removed to non-detectable levels by ion exchange and reverse osmosis. As shown on the attached table, achieving the water quality goals for all contaminants using ion exchange and reverse osmosis could range from \$10,500,000 to \$38,700,000 per year, or between \$310 and \$1,137 per service connection per year.

For additional information, please contact Mr. Cel Pasillas at (714) 741-5276, or write to the City of Garden Grove, 11222 Acacia Parkway, P.O. Box 3070, Garden Grove, California 92842.

2022 PUBLIC HEALTH GOALS REPORT CITY OF GARDEN GROVE

PARAMETER	UNITS OF MEASUREMENT	PHG OR (MCLG)*	MCL	DLR	GROUNI VALUE	TRATION DWATER RANGE	CATEGORY OF RISK	CANCER RISK AT PHG OR MCLG	CANCER RISK AT MCL	BEST AVAILABLE TECHNOLOGIES	AGGREGATE COST PER YEAR	COST PER HOUSEHOLD PER YEAR
INORGANIC CHEMICALS Arsenic	µg/l	0.004	10	2	<2	ND - 2.4	C	1 x 10 ⁻⁶	2.5 x 10 ⁻³	AA,C/F,E,IE,LS,O/F,RO		\$32 (c)
Perchlorate RADIOLOGICAL	μg/l	1	6	4	<4	ND -4.1	Е	NA	NA	IE, BF	\$4,200,000 - \$6,700,000 (e)	\$122 - \$197 (e)
Uranium	pCi/l	0.43	20	1	4.7	2.9 - 13.5	С	1 x 10 ⁻⁶	5 x 10 ⁻⁵	RO	\$10,500,000 - \$38,700,000 (f)	\$310 - \$1,134
ALL CONTAMINANTS										IE and RO	\$10,500,000 - \$38,700,000 (g)	\$310 - \$1,137 (g)

 $^{^{\}star}$ MCLGs are shown in parentheses. MCLGs are provided only when no applicable PHG exists.

RISK CATEGORIES

C (Carcinogen) = A substance that is capable of producing cancer.

E (Endocrine Toxicity; Developmental Toxicity) = Affects tyroid; causes neurodevelopmental deficits

NOTES

PHG = Public Health Goal

MCL = Maximum Contaminant Level

MCLG = Maximum Contaminant Level Goal

NA = Not Appplicable or Available

ND = Not Detected

NR = Not Required

ug/I = micrograms per liter or parts per billion

pCi/l = picoCuries per liter

DLR = Detection Limit for Purposes of Reporting

< = Value is less than the DLR

- (a) The table shows highest monthly percentage of positive samples as the detected value. Samples were collected in the distribution system.
- (b) Cost could not be estimated
- (c) Estimated cost to remove arsenic using IE.
- (d) Estimated cost to remove bromate using RO.
- (e) Estimated cost to remove perchlorate using IE.
- (f) Estimated cost to remove gross alpha particle activity using RO, which also removes gross beta particle activity and uranium.
- (g) Assuming treating the entire production by IE and RO, which can remove all contaminants listed in the above table to below the detectable levels.

TREATMENT/CONTROL TECHNOLOGIES

AA = Activated Aluminum

BF = Biological Fluidized Bed Reactor

C/F = Coagulation/Filtration

D = Disinfection

E = Electrodialysis

GAC = Granular Activated Carbon

IE = Ion Exchange

LS = Lime Softening

O/F = Oxidation/Filtration

RO = Reverse Osmosis

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Patricia Song

Dept.: City Manager Dept.: Finance

Subject: Adoption of a Resolution Date: 7/12/2022

amending certain user fees for cost recovery. (Action

Item)

OBJECTIVE

For the City Council to conduct a public hearing, and to consider the adoption of the attached Resolution amending certain user fees.

BACKGROUND

The State law authorizes the City to adopt and implement fees, rates, and charges for municipal services up to the estimated reasonable cost of providing such services. The City Council has previously approved fees and charges for various City services. In 1994, the City Council adopted a Master Fee Schedule, which combined the City's fees for various services into one document.

DISCUSSION

User fees and charges are payments for voluntarily purchased, publicly provided services that benefit specific individuals, rather than the general public. Sound financial management principles encourage the full recovery of the costs for providing these services, as it protects the general public's best interest. Since the fees and charges are to be established based on actual costs, it is necessary to review the fees on a regular basis to ensure full cost recovery.

The most recent user fee update was conducted in June 2019. Costs for both labor and materials have gone up in recent years, especially for construction materials. It is necessary to review the fees and ensure they are set at the level to best recover the full cost. The City also benchmarks with surrounding Orange County cities to ensure our fees are reasonable.

The departments of Public Works and Community Services have reviewed some of their existing fees, and determined that the current amounts can no longer cover the cost of providing the services and City facility uses. The proposed changes have been carefully calculated and reviewed; justifications are documented on attached

Schedule A.

A public hearing is required for amending user fees, and a notice was published on June 29, 2022 and again on July 6, 2022, in accordance with Government Code Section 6062(a). The proposed user fee changes and documentation were made available for public review at the City Clerk's office. Once approved, the amended fees will become effective 60 days upon the adoption of the attached resolution.

FINANCIAL IMPACT

It is estimated that the proposed fees will achieve full recovery of the various costs related to providing the prospective services and facilities.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public hearing; and
- Adopt the attached Resolution amending certain user fees.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Attachment 1 - Resolution	6/30/2022	Resolution	Resolution _Fee_Update.pdf
Attachment 2 - Schedule A	7/6/2022	Exhibit	7-12-22_PH_User_Fees _Schedule_A_REVISED.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, AMENDING USER FEES FOR VARIOUS CITY SERVICES

WHEREAS, State law authorizes a city to adopt and implement fees, rates, and charges for municipal services, provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services;

WHEREAS, the various departments of the City of Garden Grove have identified certain services provided on request to members of the public and organizations;

WHEREAS, the actual and direct costs to the City to provide these services have been calculated and analyzed, and where the cost of such services have changed, a revised fee or charge has been determined as set forth in Schedule A attached hereto;

WHEREAS, the actual and direct costs to the City to provide certain other services have been calculated and analyzed and fees or charges for such other services are set forth in Schedule A;

WHEREAS, the revised fees and charges are based on the actual or estimated reasonable cost of providing the services, including labor, materials, and overhead, and do not exceed such costs;

WHEREAS, the City Council has previously established fees and charges for various City services in Resolution No. 8726-06, as amended by Resolution Nos. 8730-06, 8731-06, 8791-07, 8794-07, 8823-08, 8861-08, 8902-09, 8999-10, 9064-11, 9073-11, 9137-12, 9171-13, 9175-13, 9216-14, 9301-15, 9389-16, 9390-16, 9401-16, 9406-17, 9442-17, 9460-17, 9468-17, 9490-18, 9514-18, 9532-18, 9556-19, 9575-19 and each such established fee and charge is unaffected by this Resolution, unless such fee or charge is superseded by a revised fee or charge in Schedule A;

WHEREAS, pursuant to legal notice, a Public Hearing was held by the City Council on June 25, 2019, and all interested persons were given an opportunity to be heard; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove does hereby amend fees and charges as set forth in Schedule A attached hereto. The revised fees and charges in Schedule A supersede any fees and charges previously adopted for the same user and development processing fees.

BE IT FURTHER RESOLVED that in order to provide the public an easy-to understand schedule of fees, the City Clerk is directed to compile and make available upon request an updated schedule of fees and charges for City services that combines: (1) the list of previously-established service fees and charges that are not addressed by this Resolution, with (2) the list of services subject to revised fees and charges attached hereto as Schedule A. The combined list is for public information purposes, and clerical or other errors or omissions in the preparation of the list shall not have the effect of increasing, decreasing, invalidating, or waiving adopted fees or charges.

BE IT FURTHER RESOLVED that the fees attached in Schedule A shall become effective 60 days from the adoption of this Resolution.

Scheule A - Proposed Fee Schedule and Cost Documentation

Public Works

Water Service Fees - Installation of Water Service					
Line	Cur	rent Fee	Proposed Fee		
1" Water Service w/1" Meter- less than 40' Copper sticks	\$	2,639.00	\$	8,700.00	
2" Water Service w/1½" Meter- less than 40' Copper sticks	\$	3,621.00	\$	9,750.00	
2" Water Service w/1½" Meter- 40' Copper sticks	\$	3,621.00	\$	10,350.00	
2" Water Service w/1½" Meter- 60' Copper sticks	\$	3,621.00	\$	10,940.00	
2" Water Service w/1½" Meter- 80' Copper sticks	\$	3,621.00	\$	11,490.00	
2" Water Service w/2" Meter- less than 40' Copper sticks	\$	4,261.00	\$	10,000.00	
2" Water Service w/2" Meter- 40' Copper sticks	\$	4,261.00	\$	10,450.00	
2" Water Service w/2" Meter- 60' Copper sticks	\$	4,261.00	\$	11,000.00	

Justification

The Water Service Installation fees are established to cover City costs for labor and materials that are required for installing new or upgraded water service connections. Current fees are established as a flat fee based on meter size. However, the actual costs of installation fluctuate, especially with the use of copper materials. Staff is proposing to amend the existing fee to reflect actual costs incurred to ensure full cost recovery.

The proposed fees reflect actual costs for the specific length of copper lines used, saw cutting, and asphalt repair. Due to the surge of Additional Dwelling Unit (ADUs) development, the City will incur additional revenue loss if full cost recovery is not achieved.

Actual City Costs

		Equipment/	
Title	Labor	Materials	Total Cost
1" Water Service w/1" Meter- less than 40' Copper sticks	\$2,852.16	\$5,853.69	\$8,705.85
2" Water Service w/1½" Meter- less than 40' Copper sticks	\$2,852.16	\$6,898.72	\$9,750.88
2" Water Service w/1½" Meter- 40' Copper sticks	\$2,852.16	\$7,534.25	\$10,386.41
2" Water Service w/1½" Meter- 60' Copper sticks	\$2,852.16	\$8,088.62	\$10,940.78
2" Water Service w/1½" Meter- 80' Copper sticks	\$2,852.16	\$8,642.99	\$11,495.15
2" Water Service w/2" Meter- less than 40' Copper sticks	\$2,852.16	\$7,157.61	\$10,009.77
2" Water Service w/2" Meter- 40' Copper sticks	\$2,852.16	\$7,643.06	\$10,495.22
2" Water Service w/2" Meter- 60' Copper sticks	\$2,852.16	\$8,197.43	\$11,049.59

Water Service Fees - Installation of Water Service		
Line	Current Fee	Proposed Fee
Water Grading Plan Check	\$60.00/hr.	\$92.92/hr.

Justification

Primary personnel performing water grading plan check is the Principal Engineering Technician.

Actual City Costs

Title	Hourly Rate
Principal Engineering Technician	92.92

Schedule A - Proposed Fee Schedule and Cost Documentation

Community Services

Rental Picnic Pavilion - Garden Grove Park	Cur	rent Fee	Proposed Fee		
Class II - Resident/Non-profit (All day use of 8 hours)	\$	140.00	\$	225.00	
Class III - Non Resident (All day use of 8 hours)	\$	170.00	\$	295.00	
Class IV - Commercial/Business (All day use of 8 hours)	\$	175.00	\$	315.00	
Rental Small Picnic Shelters					
Class II - Resident/Non-profit (All day use of 8 hours)	\$	55.00	\$	75.00	
Class III - Non Resident (All day use of 8 hours)	\$	75.00	\$	95.00	
Class IV - Commercial/Business (All day use of 8 hours)	\$	75.00	\$	105.00	

Justification

Cost of services includes processing shelter use requests, coordinating upkeep, and monitoring use and user requests. Proposed new fees are calculated based on the estimated hours required to prepare and manage the facilities. Additionally, the new fees are within the average range of rental fees for pavilions and shelters among Orange County cities.

Actual City Costs for the Picnic Pavilion

		Estimated	
Title	Hourly Rate	Hours	Total Cost
Principal Office Assistant	\$67.62	2	\$135.24
Recreation Coordinator	\$66.06	2	\$132.12
Recreation Specialist	\$15.95	3	\$47.85
·		Total	\$315.21

Actual City Costs for the Picnic Shelters

-		Estimated	
Title	Hourly Rate	Hours	Total Cost
Principal Office Assistant	\$67.62	0.5	\$33.81
Recreation Coordinator	\$66.06	1	\$66.06
Recreation Specialist	\$15.95	2	\$31.90
		Total	\$131.77

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Lisa L. Kim

Dept.: City Manager Dept.: Community and Economic

Development

7/12/2022

Subject: Award a contract to Select

Electric, Inc., for the construction of Project No.

02-2022, Main Street Electrical Project. (Cost: \$379,871) (*Action Item*)

tric, Inc., for the

Date:

OBJECTIVE

For the City Council to award a contract to Select Electric, Inc. for the construction of the Main Street Electrical Project, Project No. 02-2022. Contract is between the Garden Grove Community Foundation (GGCF), Select Electric, Inc., and the City.

BACKGROUND

Historically, events held on Main Street that were sponsored by either the City of Garden Grove (City) or the Downtown Main Street Business Association that required electrical power sourced via leased generators or a system of power cords from Main Street merchants and the City's electrical panel located in Pecor Plaza.

In April 2021, the County of Orange awarded the GGCF funds to assist the City and its local businesses to implement programs and projects that would sustain businesses and continue to attract commerce during the Coronavirus-19 Pandemic. Through the use of these funds, the City proposed a permanent and safe means of electrical power for each of the 32 tree wells located on Main Street and to service the existing electrical panel that will provide the power.

The GGCF completed the hiring of an electrical consultant, the electrical plans, and the solicitation of bids.

DISCUSSION

The proposed project includes servicing the existing electrical panel; installing underground electrical conduit lines into the built-out street improvements via boring and street trenching to avoid or minimize damage to the sidewalk decorative plaques and discontinued pavers; electrical power to all 32 tree wells; tree rope lighting; electrical boxes to selected trees; trench and new concrete ribbon restoration.

Four qualified bids were received and opened by the City Clerk's Office on July 5, 2022, at 4:00 p.m. The lowest qualified bidder is Select Electric, Inc. The licenses and references of the contractor were reviewed and verified by staff, and all other documentation is in order.

The anticipated construction schedule is as follows:

Award Contract July 12, 2022
Begin Construction (estimated) July 25, 2022
Complete Construction (estimated) September 6, 2022

FINANCIAL IMPACT

The contract amount, along with the contingency, will be established in the not-to-exceed amount of \$379,871. Funding is provided by the Small Business Relief Program Grant funds awarded to the Garden Grove Community Foundation, and general funds included in the Economic Development operational budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Select Electric, Inc., in the amount of \$379,871, for the construction of Project No. 02-2022, Main Street Electrical Project between the Garden Grove Community Foundation (GGCF), Select Electric Inc., and the City; and
- Authorize the City Manager to execute the contract and to make minor modifications as necessary and appropriate on behalf of the City.

By: Paul Guerrero, Real Property Agent

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Contract	7/6/2022	Agreement	Construction_Contract_July_122022.docx
Main Street Electrical Improvement Project Plans	7/6/2022	Backup Material	Main_Street_Electrical_Improvements_Project_Plans.pdf
Bid Results	7/6/2022	Backup Material	Bid_Results.pdf

CONSTRUCTION CONTRACT

THIS CONTRACT is made this $_$	day of	, 2022, by the GARDEN GROVE
COMMUNITY FOUNDATION, a n	on-profit	organization, referred to as ("FOUNDATION"),
SELECT ELECTRIC, INC., here	inafter re	ferred to as ("CONTRACTOR"), and the City of
Garden Grove ("CITY")		

RECITALS:

- FOUNDATION desires to utilize the services of CONTRACTOR to facilitate enhancement and promotion to the historic Main Street and adjacent businesses during COVID-19 recovery process. The CONTRACTOR will provide all material, parts, and labor to provide electrical improvements per Attachment "A". The program is intended to encourage foot traffic to support directly and indirectly the economic recovery of local small businesses, provide opportunities to retain and create local jobs, as well as promote Garden Grove's local and regional tourism economy.
- 2. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

<u>AGREEMENT</u>

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 Compensation. CONTRACTOR shall be compensated as follows: Compensation under this Contract shall be a Not To Exceed (NTE) amount of Three Hundred Seventy Nine Thousand Eight Hundred Seventy One Dollars and zero cents (\$379,871), payable in arrears and in accordance with Bid Proposal (Attachment "A"), which is attached and is hereby incorporated by reference. Payment for work under this Contract shall be made per invoice or request for work completed subject to Section 4.11 hereof. All work shall be in accordance with Garden Grove Community Foundation Project No. 02-2022 Main Street - Electrical Project and the Plans and Specifications (Attachment "B"), which are attached and are hereby incorporated by reference. For work under this Contract, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to FOUNDATION or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by FOUNDATION will be required, and payment shall be based on schedule included in Scope of Work (Attachment "A").
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of FOUNDATION. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans and Specifications, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that

CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to FOUNDATION's Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

- 4.2 Materials and Labor. CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the FOUNDATION, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, FOUNDATION may settle such claims by making demand upon the surety to this Agreement. In the event of the failure of refusal of the surety to satisfy said claims, FOUNDATION may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event FOUNDATION receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, FOUNDATION shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- **4.3 Project.** The PROJECT is described as: **MAIN STREET ELECTRICAL IMPROVEMENT PROJECT GARDEN GROVE COMMUNITY FOUNDATION PROJECT NO. 02-2022.**
- 4.4 Plans and Specifications. The work to be done is described in a set of detailed Plans and Specifications entitled: MAIN STREET ELECTRICAL IMPROVEMENT PROJECT GARDEN GROVE COMMUNITY FOUNDATION PROJECT NO. 02-2022.

Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of FOUNDATION which are also incorporated herein and referred to by reference.

- **Time of Commencement and Completion.** CONTRACTOR agrees to commence the Project with fourteen (14) calendar days from the date set forth in the "Notice to Proceed" sent by FOUNDATION and shall diligently prosecute the work to completion within thirty (30) working days, excluding delays caused or authorized by the FOUNDATION as set forth in Sections 4.7, 4.8 and 4.9 hereof. The completion dates shall include any material delivery.
- **4.6** <u>Time is of the Essence</u>. Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction

progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the FOUNDATION, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. FOUNDATION shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

4.7 Excusable Delays. CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; and act, neglect or default of FOUNDATION; failure of FOUNDATION to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by FOUNDATION; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by FOUNDATION; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

FOUNDATION shall extend the time fixed in Section 4.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to FOUNDATION for such time extension within fifteen (15) days of the commencement of such delay and FOUNDATION finds that the delay is justified. FOUNDATION 'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies FOUNDATION that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with Section 9-103A of the State of California Department of Transportation Standard Specifications. The FOUNDATION'S decision will be conclusive on all parties to this Contract.

4.8 Extra Work. The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of FOUNDATION specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 4.9 hereof. FOUNDATION shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by FOUNDATION 'S Engineer. The decision of the Engineer shall be final.

4.9 Changes in Project.

- **4.9.1** FOUNDATION may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:
 - a. in the Specifications (including drawings and designs);
 - b. in the time, method or manner of performance of the work;

- c. in the FOUNDATION -furnished facilities, equipment, materials, services or site; or
- d. directing acceleration in the performance of the work.
- **4.9.2** A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the FOUNDATION which causes any change, provided CONTRACTOR gives the FOUNDATION written notice stating the date, circumstances and source of the order and that CONTRACTOR regards the order as a change order.
- **4.9.3** Except as provided in this Section 4.9, no order, statement or conduct of the FOUNDATION or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.
- **4.9.4** If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the FOUNDATION shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (4.9.2). In the case of defective specifications for which the FOUNDATION is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- **4.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the FOUNDATION setting forth the general nature and monetary extent of such claim. The FOUNDATION may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.
- **4.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 4.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that FOUNDATION may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the FOUNDATION. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the FOUNDATION and the FOUNDATION shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the FOUNDATION. CONTRACTOR shall submit immediately to the FOUNDATION written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the FOUNDATION and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to FOUNDATION.

- **4.10** Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the FOUNDATION will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to FOUNDATION the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that FOUNDATION may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.
- 4.11 Contract Price and Method of Payment. FOUNDATION agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The FOUNDATION will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the FOUNDATION'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

- 4.12 <u>Substitution of Securities in Lieu of Retention of Funds</u>. Pursuant to California Public Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the FOUNDATION or an approved financial institution in order to have the FOUNDATION release funds retained by the FOUNDATION to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.
- **4.13** Completion. FOUNDATION may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.
- 4.14 Contractor's Employee Compensation.
 - **4.14.1 General Prevailing Rate.** FOUNDATION 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.

- **4.14.2** Forfeiture for Violation. CONTRACTOR shall, as a penalty to the FOUNDATION, 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.
- **4.14.3 Apprentices.** Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involves less than thirty thousand dollars (\$30,000.00).
- 4.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.1) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et sep.) of the Labor Code of the State of California and shall forfeit to the FOUNDATION as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.
- **4.14.5** Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate.

CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6 <u>CONTRACTOR REGISTRATION; MAINTENANCE OF PAYROLL</u> RECORDS; JOB SITE POSTING

- 4.14.6.1 **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 FOUNDATION.
- 4.14.6.2 **Payroll Records**. CONTRACTOR shall maintain accurate payroll records and 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).
- 4.14.6.3 **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).
- 4.14.6.4 **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.
- **4.15 Surety Bonds.** CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approve by the FOUNDATION. The Surety Company must have an AM Best rating of A- VII or better.

4.16 Insurance.

4.16.1 CONTRACTOR is also 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 with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

- **4.16.2** CONTRACTOR and all subcontractors will carry and provide Workers' Compensation insurance for the protection of its employees during the progress of the work and *provide Employers Liability in an amount not less than \$1,000,000*. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.
- **4.16.3** For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects FOUNDATION, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the FOUNDATION, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR'S insurance and shall not contribute with it.
- 4.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be cancelled without 30 days written notice to the FOUNDATION. CONTRACTOR shall maintain all of the foregoing insurance in force until the work under this contract is satisfactorily and fully completed to the satisfaction of the FOUNDATION. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of FOUNDATION by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable).
- 4.16.5 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the FOUNDATION. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the FOUNDATION of any material change, cancellation, or termination at least thirty (30) days in advance. Contractor shall also provide a waiver of subrogation for each policy.
- **4.16.6** <u>INSURANCE AMOUNTS</u>. CONTRACTOR and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than \$2,000,000 per occurrence, and not excluding XCU; (claims made and modified occurrence policies are <u>not</u> acceptable); Insurance companies must be acceptable to FOUNDATION and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the FOUNDATION.
 - (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; (claims made and modified occurrence policies are

<u>not</u> acceptable); Insurance companies must be acceptable to FOUNDATION and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the FOUNDATION.

An Additional Insured Endorsement, **On-going and Products-Completed Operations**, for the policy under section 4.16.6 (a) shall designate FOUNDATION and the CITY OF GARDEN GROVE, their 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 FOUNDATION, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to FOUNDATION proof of insurance and endorsement forms that conform to FOUNDATION's requirements, as approved by the FOUNDATION.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate FOUNDATION and the CITY OF GARDEN GROVE, their 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 FOUNDATION, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to FOUNDATION proof of insurance and endorsement forms that conform to FOUNDATION's requirements, as approved by the FOUNDATION.

An Additional Insured Endorsement for the policy under section 4.16.6 (c) shall designate FOUNDATION and the CITY OF GARDEN GROVE, their 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 FOUNDATION, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to FOUNDATION proof of insurance and endorsement forms that conform to FOUNDATION's requirements, as approved by the FOUNDATION and the CITY OF GARDEN GROVE.

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

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

4.17 Risk and Indemnification. All work covered by this Contract done at the site of the Project or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep FOUNDATION and the CITY OF GARDEN GROVE, their 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 sole willful misconduct of FOUNDATION and will make good to reimburse FOUNDATION for any expenditures, including reasonable attorneys' fees FOUNDATION may incur by reason of such matters, and if requested by FOUNDATION, will defend any such suits at the sole cost and expense of CONTRACTOR.

4.18 Termination.

- **4.18.1** This Contract may be terminated in whole or in part in writing by the FOUNDATION 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. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.
- **4.18.2** If termination for default or convenience is effected by the FOUNDATION, 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 FOUNDATION because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with section 8-1.11 of the State of California, Department of Transportation Standard Specifications.
- **4.18.3** Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the FOUNDATION 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.
- **4.18.4** Upon termination under paragraphs (4.18.1) and (4.18.2) above, the FOUNDATION may take over the work and may award another party an agreement to complete the work under this Contract.
- **4.19 Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the FOUNDATION '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 FOUNDATION 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 FOUNDATION 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 provided under this Contract and in no way diminish any other rights that the FOUNDATION may have against the CONTRACTOR for faulty materials, equipment or work.

- **4.20 Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall be responsible for their own attorneys' fees, costs and necessary expenses. If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the FOUNDATION as a party to said action, the FOUNDATION shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the FOUNDATION. The FOUNDATION shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.
- **4.21 Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.
 - a. (Address of City is as follows):
 Garden Grove Community Foundation
 11222 Acacia Parkway
 Garden Grove, CA 92840

(with a copy to): Garden Grove City Attorney 11222 Acacia Parkway Garden Grove, CA 92840

- b. (Address of CONTRACTOR is as follows):
 Select Electric, Inc.
 Attention: Sam Passamisi
 2790 Business Park Drive
 Vista, CA 92081
- **4.22 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the FOUNDATION for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the FOUNDATION and the CITY OF GARDEN GROVE.

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

"FOUNDATION" GARDEN GROVE COMMUNITY FOUNDATION

GGCF President				
Date:				
"CITY" CITY OF GARDEN GROVE				
By:				
By: City Manager - Scott C. Stiles				
Date:				
"CONTRACTOR" SELECT ELECTRIC, INC.				
By:				
Name:				
Title:				
Date:				
Tax ID No.:				
DIR Registration No.:				
Expiration Date:				
Contractor's Classification:				
Contractor's License:				
Expiration Date:				
If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to FOUNDATION.				

ATTACHMENT A

CONTRACTOR'S PROPOSAL

CONTRACTOR'S NAME: Select Electric, Inc.

THE HONORABLE PRESIDENT AND GARDEN GROVE COMMUNITY FOUNDATION **BOARD MEMBERS** 11222 ACACIA PARKWAY GARDEN GROVE, CALIFORNIA 92842

SUBJECT PROJECT: GARDEN GROVE COMMUNITY FOUNDATION PROJECT NO. 02-2022 MAIN STREET - ELECTRICAL PROJECT

Contractors:

The undersigned, having carefully examined the Plans and Specifications for the above subject Project and having personally visited the site of the work and been made familiar with the conditions, HEREBY PROPOSE to furnish all labor, design, materials, equipment, and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the unit prices named in the following bid

	TOTAL BID PROPOSAL				
ITEM	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS BELOW◆	UNIT PRICE	ITEM TOTAL	
1.	1 L.S.	Mobilization/ Demobilization Fifteen Thousand Dallars and zero cents Per Lump Sum	\$15,000,0	\$ <u>15,000.</u>	
2.	1 L.S.	Traffic Control and Plan Sixty Five Hundred Dillars and Zero certs Per Lump Sum	\$ <u>u500.00</u>	\$ <u>\u500.^a</u>	
3.	1 L.S.	Modify Existing Service Cabinet as Needed Three Thrusand, Three Hundred Sixty are Dulars and zero courts Per Lump Sum	\$ <u>3361.00</u>	\$ <u>3361. 18</u>	
4.	6 EA.	Install #5 Pull Box * One Thousand Three Hundred Tifty Six Dillars and Zero Cents Per Each	\$ <u>13610.10</u>	\$ <u>8136.20</u>	
5.	1 EA.	Install #5T Pull Box Triver Thousand, Six Hundred Eighty Seven Divors and Zero can to	\$ 3,087. °	\$ 31087. ⁶	
6.	1 EA.	Install #6 Pull Box *One Thousand, Six Hundred Fifty Three Dollars and zoro eats Per Each	\$11653.00	\$ \\\053."	

ITEM	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS BELOW◆	UNIT PRICE	ITEM TOTAL
7.	1,050 L.F.	Install 3/4" Galvanized Rigid Steel Conduit *Eighty Two Dillars and zero conts	\$ 82.00	\$ 86,100.00
		Per Linear Foot		
8.	600 L.F.	Install 2" PVC Schedule 80 Conduit Thirty This Dullars and zero conds	\$ 32.00	\$ 19,200.
		Per Linear Foot		
9.	50 L.F.	Install 3" PVC Schedule 80 Conduit One Hundred Thienty Time Dollars and zero cents Per Linear Foot	\$ 125. ¹²	\$ <u>6,250,</u> "
20016				
10.	150 L.F.	Install 2" PVC Schedule 80 Conduit Jack & Boring * Eighty Five Dillars and Zero Cals	\$ 85.°°	\$ 12,750.°
		Per Linear Foot		
11.	50 L.F.	Install 3" PVC Schedule 80 Conduit Jack & Boring Two Hundred Fleven Dillars and Zero conts Per Linear Foot	s <u>all.</u> "	\$ <u>10,550.</u> °
12.	27 EA.	Install Bell Weatherproof Box and Cover One Throughout Three Hundred Fighty Five Dollars and zero cents Per Each	\$ <u>1,385.</u> °	\$ 37,395°
13.	8	Install L-COM Weatherproof Enclosure		-
	EA.	Five Hundred Seventy One Dullaus and zero cents Per Each	\$ <u>571.</u> *	\$ <u>4568.</u>
14.	2 EA.	Install Bell Weatherproof Box Duplex GFCI Outlet/Cover Fourty Nime, Hundred Pollars and 2010 Contis. Per Each	\$ <u>4,900,°</u>	s_9800.°
15.	1 L.S.	Install Wiring Twelve Thousand Five Hundred Fifty Five Dailars and zero cents Per Linear Foot	\$ 12,555.*	's 12,555."
16.	1,000 LF.	Trenching & Restoration Concrete Ribbon Tity Nine Dillars and Zero auts Per Linear Foot	\$ 59.00	\$ <u>59,000</u> .°

ITEM	APPROX. QUANTITY	ITEM WITH UNIT PRICE WRITTEN IN WORDS BELOW◆	UNIT PRICE	ITEM TOTAL
17.	70 L.F.	Install 3/4" Flexible Conduit FIFTY Five Dillars and zero ant	\$ 55.10	\$ 3850."
		Per Linear Foot		
18.	33 EA.	Install Tree Rope Lighting *Eleven Hundred Dillars and zero outs	\$1100.0	\$ 36,300.
		Per Each	\$ 1,100·	\$ <u>00,000.</u>
19.	1 EA.	Install Photo Electric Cell Due Thousand the Hundred Eighty		
	57777425	Three Dollars and Zero cents Per Each	\$1183.00	\$ 1,183.00
20.	1 L.S.	City Public Works Encroachment Permit *Twenty Five Hundred Dollars and		
	li delle	Zero cents Per Lump Sum	\$2,500.14	\$ 2,500.
21.	1	City Building Department Permit – Service Panel		
	L.S.	· Five Thousand Dullars and zero cents.	\$5,000,0	\$ 5,000.
		Per Lump Sum		

TOTAL BID PROPOSAL: \$ 345,338."

*Three Hundred Fourty Five Thous and Three Hundred Thirty Eight Dollars and zero cents

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the FOUNDATION does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class of portion of the work as may be deemed necessary or expedient by the Foundation's representative.

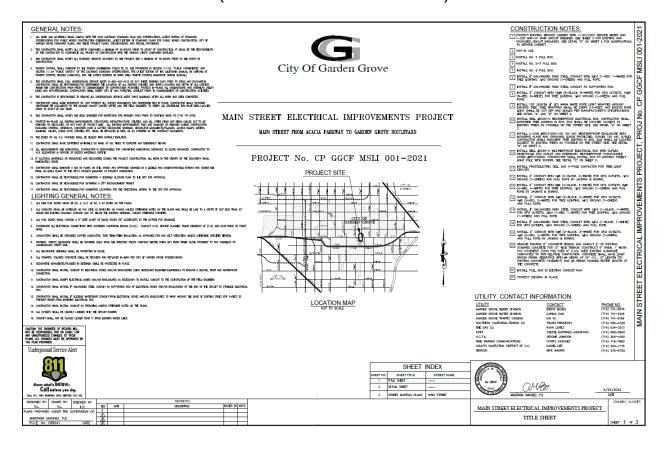
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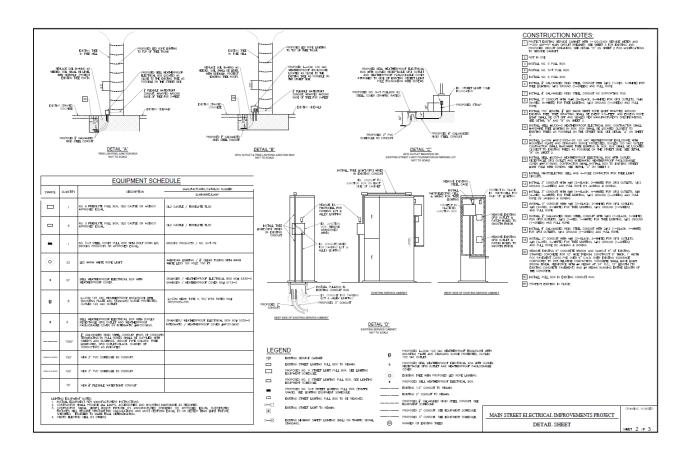
- 1. Contract will be awarded to the lowest responsible bidder, based on amount shown under TOTAL BID
- 2.In case of discrepancy between the words and figures, the words shall prevail.

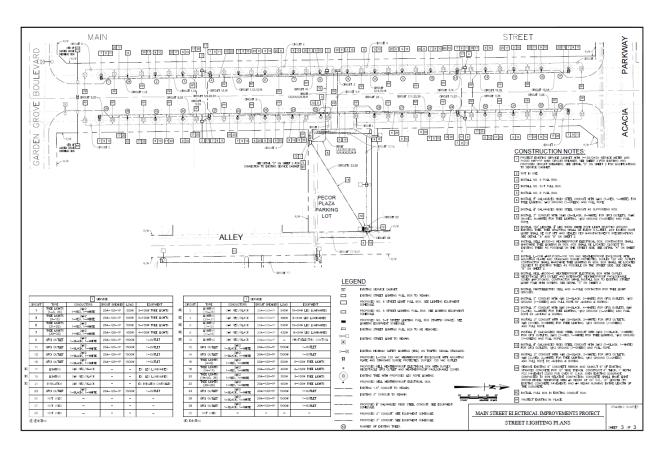
Contractor's Proposal (Revised - No. 2)

ATTACHMENT B

(PLANS AND SPECIFICATIONS)







GENERAL NOTES:

- 1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE 2018 CALTRANS STANDARD PLAN AND SPECIFICATIONS, LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CITY OF GARDEN GROVE STANDARD PLANS, AND THESE PROJECT PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS.
- 2. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL PHASES OF CONSTRUCTION WITH THE VARIOUS UTILITY COMPANIES INVOLVED.
- 3. THE CONTRACTOR SHALL NOTIFY ALL BUSINESS TENANTS ADJACENT TO THE PROJECT SITE A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
- 4. TRAFFIC CONTROL SHALL CONFORM TO THE TRAFFIC ENGINEERING POLICY TE 32, THE PROVISIONS IN SECTION 7-1.03, "PUBLIC CONVENIENCE" AND SECTION 7-1.04 "PUBLIC SAFETY," OF THE CALTRANS STANDARD SPECIFICATIONS, THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM OF TRAFFIC CONTROL DEVICES (CAMUTCD), AND THE LATEST EDITIONS OF WORK AREA TRAFFIC CONTROL HANDBOOK (WATCH MANUAL).
- 5. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (1-800-422-4133 OR 811) THREE WORKING DAYS PRIOR TO DOING ANY EXCAVATION.

 CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL EXISTING UTILITIES AND VERIFY LOCATION AND DEPTH OF ALL UTILITIES WITHIN THE CONSTRUCTION AREA PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PROTECT IN-PLACE ALL UNDERGROUND AND OVERHEAD UTILITY LINES AND APPURTENANCES. CONTRACTORS SHALL NOTIFY CITY OF ANY POTENTIAL CONFLICT PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
- 6. THE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL UNDERGROUND SERVICE ALERT PAINT MARKINGS AFTER ALL WORK HAS BEEN COMPLETED.
- 7. CONTRACTOR SHALL MAKE INVENTORY OF, AND PROTECT ALL SURVEY MONUMENTS AND CENTERLINE TIES IN PLACE. CONTRACTOR SHALL TRANSMIT CENTERLINE TIE DOCUMENTS TO THE ORANGE COUNTY SURVEY OFFICE AND THE FIELD ENGINEER, TO VERIFY ALL CENTERLINE TIES HAVE BEEN LOCATED PRIOR TO START OF ANY WORK.
- 8. THE CONTRACTOR SHALL NOTIFY THE FIELD ENGINEER FOR INSPECTION TWO WORKING DAYS PRIOR TO STARTING WORK AT (714) 741-5180.
- 9. PROTECT-IN-PLACE ALL EXISTING IMPROVEMENTS, STRUCTURES, INFRASTRUCTURE, UTILITIES, AND ALL OTHER ITEMS NOT BEING CALLED OUT TO BE REMOVED OR RELOCATED, OR NOT PART OF PROJECT LIMIT. ALL EXISTING IMPROVEMENTS THAT ARE DAMAGED OR REMOVED DURING CONSTRUCTION INCLUDING STRIPING, DRIVEWAYS, CONCRETE CURB & GUTTER, DECORATIVE SIDEWALK, DECORATIVE MONUMENTS/PLAQUES, ACCESS RAMPS, METERS, MANHOLE, VALVES, CLEAN OUTS, UTILITIES, ETC. SHALL BE REPLACED IN KIND, OR AS SPECIFIED IN THE CONTRACT DOCUMENTS.
- 10. THE EDGES OF ALL A.C. PATCHES SHALL BE SEALED WITH ASPHALT EMULSION.
- 11. CONTRACTOR SHALL HAVE SUFFICIENT MATERIALS ON HAND AT ALL TIMES TO EXPEDITE ANY EMERGENCY REPAIR.
- 12. ALL MEASUREMENTS ARE HORIZONTAL, CONTRACTOR IS RESPONSIBLE FOR CONVERTING HORIZONTAL DISTANCES TO SLOPE DISTANCES. CONTRACTOR TO V.I.F. ELEVATIONS & DISPOSE OF EXCESS MATERIALS OFFSITE.
- 13. IF CULTURAL MATERIALS OR RESOURCES ARE DISCOVERED DURING THE PROJECT CONSTRUCTION, ALL WORK IN THE VICINITY OF THE DISCOVERY SHALL IMMEDIATELY CEASE.
- 14. CONTRACTOR SHALL MAINTAIN A SET OF PLANS ON SITE, TRACK ANY APPROVED CHANGES IN A LEGIBLE AND UNDERSTANDABLE FORMAT AND SUBMIT THE FINAL AS-BUILT PLANS TO THE CITY'S PROJECT MANAGER AT PROJECT COMPLETION.
- 15. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A SIDEWALK CLOSURE PLAN TO THE CITY FOR APPROVAL.
- 16. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CITY ENCROACHMENT PERMIT.
- 17. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING LOCATIONS FOR THE DIRECTIONAL BORING TO THE CITY FOR APPROVAL.

LIGHTING GENERAL NOTES:

- 1. ALL NEW PULL BOXES SHALL BE NO. 5, 5-T, OR NO. 6 AS NOTED ON THE PLANS.
- 2. ALL CONDUITS SHALL BE SCHEDULE 80 PVC (SIZE AS INDICATED ON PLANS) UNLESS OTHERWISE NOTED ON THE PLANS AND SHALL BE LAID TO A DEPTH OF NOT LESS THAN 30" BELOW THE EXISTING ROADWAY SURFACE AND 18" BELOW THE EXISTING SIDEWALK, UNLESS OTHERWISE SPECIFIED.
- 3. ALL PULL BOXES SHALL CONTAIN A 8" DEEP LAYER OF SMALL ROCKS (34" AGGREGATE) AT THE BOTTOM FOR DRAINAGE.
- 4. COORDINATE ALL ELECTRICAL CONNECTIONS WITH SOUTHERN CALIFORNIA EDISON (S.C.E.). CONTACT S.C.E. SERVICE PLANNER TRAVIS HENNESSY AT (714) 285-4339 PRIOR TO START WORK.
- 5. CONDUCTORS SHALL BE STRANDED COPPER CONDUCTOR, TYPE THWN/THHN INSULATION, UL APPROVED FOR 600 VOLT OPERATION UNLESS OTHERWISE SPECIFIED HEREON.
- 6. WARNING: SAFETY CLEARANCE SHALL BE OBTAINED DAILY FROM THE AFFECTED UTILITY COMPANY BEFORE DOING ANY WORK WITHIN CLOSE PROXIMITY TO ANY OVERHEAD OR UNDERGROUND UTILITY LINE.
- 7. ALL DECORATIVE SIDEWALK SHALL BE PROTECTED IN PLACE.
- 8. ALL STAMPED, COLORED CONCRETE SHALL BE REPAIRED AND REPLACED IN-KIND PER CITY OF GARDEN GROVE SPECIFICATIONS.
- 9. DECORATIVE MONUMENTS/PLAQUES IN SIDEWALK SHALL BE PROTECTED IN PLACE.
- 10. CONTRACTOR SHALL INSTALL CONDUIT TO ELECTRICAL BOXES AND/OR ENCLOSURES USING NECESSARY EQUIPMENT/MATERIALS TO ENSURE A SECURE, TIGHT AND WATERPROOF CONNECTION
- 11. CONTRACTOR SHALL MODIFY ELECTRICAL BOXES AND/OR ENCLOSURES AS NECESSARY TO INSTALL CONDUIT TO THE SATISFACTION OF THE FIELD ENGINEER.
- 12. CONTRACTOR SHALL INSTALL TO GALVANIZED STEEL CONDUIT AS SUPPORTING ROD AT ELECTRICAL BOXES AND/OR ENCLOSURES AT THE END OF THE CIRCUIT TO STABILIZE ELECTRICAL BOX.
- 13. CONTRACTOR SHALL INSTALL ₹ FLEXIBLE WATERTIGHT CONDUIT FROM ELECTRICAL BOXES AND/OR ENCLOSURES TO WRAP AROUND THE BASE OF EXISTING TREES FOR 2—FEET TO PREVENT WATER FROM ENTERING ELECTRICAL BOX.
- 14. CONTRACTOR SHALL INSTALL CONDUIT BY TRENCHING UNLESS OTHERWISE NOTED ON THE PLANS.
- 15. ALL OUTLETS SHALL BE CLEARLY LABELED WITH THE CIRCUIT NUMBER.
- 16. CONDUIT SHALL NOT BE PLACED CLOSER THAN 5' FROM EXISTING WATER LINES.

CAUTION: THE ENGINEER OF RECORD WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR ANY UNAUTHORIZED CHANGES TO THESE PLANS. ALL CHANGES MUST BE APPROVED BY THE PLAN PREPARER.

Underground Service Alert



Know what's **below. Call** before you dig.

CALL 811 TWO WORKING DAYS BEFORE YOU DIG.

 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 REV.
 DATE
 DESCRIPTION
 ISSUED BY APP'D

 S.L.
 S.L.
 E.O.
 REV.
 DATE
 DESCRIPTION
 ISSUED BY APP'D

 PLANS PREPARED UNDER THE SUPERVISION OF:
 0
 ISSUED BY APP'D
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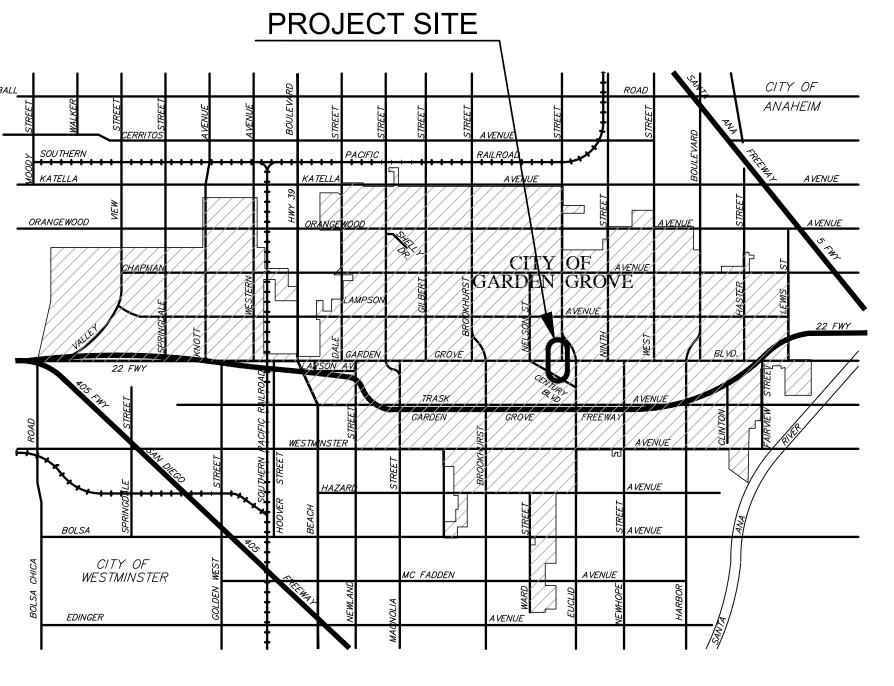
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City Of Garden Grove

MAIN STREET ELECTRICAL IMPROVEMENTS PROJECT

MAIN STREET FROM ACACIA PARKWAY TO GARDEN GROVE BOULEVARD

PROJECT No. CP GGCF MSLI 001-2021





LOCATION MAP

CONSTRUCTION NOTES:

- PROTECT EXISTING SERVICE CABINET WITH 1-120/240V SERVICE METER AND 1-200 AMP-1P MAIN CIRCUIT BREAKER. SEE SHEET 3 FOR EXISTING AND PROPOSED CIRCUIT BREAKERS. SEE DETAIL "D" ON SHEET 2 FOR MODIFICATIONS TO SERVICE CABINET.
- 2 NOT IN USE.
- 3 | INSTALL NO. 5 PULL BOX.
- 4 INSTALL NO. 5-T PULL BOX.
- 5 INSTALL NO. 6 PULL BOX.

 6 INSTALL 3 GALVANIZED RIGID STEEL CONDUIT WITH 2#12 (1-RED, 1-WHITE) FOR TREE LIGHTING, 1#12 GROUND (1-GREEN) AND PULL ROPE.
- 7 INSTALL 3" GALVANIZED RIGID STEEL CONDUIT AS SUPPORTING ROD.
- INSTALL 3" CONDUIT WITH 16#8 (8-BLACK, 8-WHITE) FOR GFCI OUTLETS, 16#8 (8-RED, 8-WHITE) FOR TREE LIGHTING, 1#12 GROUND (1-GREEN) AND PULL ROPE.
- 9 INSTALL 150' LENGTH, 3" LED WARM WHITE ROPE LIGHT WRAPPED AROUND EXISTING TREE. TREE WRAPPING SHALL BE EVERY 0.5-FEET. ANY EXCESS ROPE LIGHT SHALL BE CUT OFF AND SEALED PER MANUFACTURER'S SPECIFICATIONS. SEE DETAIL "A" AND "B" ON SHEET 2.
- INSTALL BELL #5330-0 WEATHERPROOF ELECTRICAL BOX. CONTRACTOR SHALL HARDWIRE TREE LIGHTING IN BOX. BOX SHALL BE LOCATED CLOSEST TO EXISTING TREES AS POSSIBLE ON THE STREET SIDE. SEE DETAIL "A" ON SHEET
- INSTALL L-COM #NB121005-100 120 VAC WEATHERPROOF ENCLOSURE WITH MOUNTING PLATE AND STANDARD SURGE PROTECTED, DUPLEX 120 VAC OUTLET. CONTRACTOR SHALL HARDWIRE TREE LIGHTING IN BOX. BOX SHALL BE LOCATED CLOSEST TO EXISTING TREES AS POSSIBLE ON THE STREET SIDE. SEE DETAIL "B" ON SHEET 2.
- INSTALL BELL #5330-0 WEATHERPROOF ELECTRICAL BOX WITH DUPLEX RECEPTACLE GFCI OUTLET AND INTERMATIC WEATHERPROOF PADLOCKABLE COVER #WP3110MXD. CONTRACTOR SHALL INSTALL BOX TO EXISTING STREET
- LIGHT POLE WITH SCREWS. SEE DETAIL "C" ON SHEET 2.

 INSTALL PHOTOELECTRIC CELL AND 4—POLE CONTACTOR FOR TREE LIGHT CIRCUITS.
- INSTALL 2" CONDUIT WITH 4#8 (2-BLACK, 2-WHITE) FOR GFCI OUTLETS, 1#12 GROUND (1-GREEN) AND PULL ROPE BY JACKING & BORING..
- INSTALL 3" CONDUIT WITH 8#8 (4-BLACK, 4-WHITE) FOR GFCI OUTLETS, 8#8 (4-RED, 4-WHITE) FOR TREE LIGHTING, 1#12 GROUND (1-GREEN) AND PULL ROPE BY JACKING & BORING.
- INSTALL 2" CONDUIT WITH 4#8 (2-BLACK, 2-WHITE) FOR GFCI OUTLETS, 4#8 (2-RED, 2-WHITE) FOR TREE LIGHTING, 1#12 GROUND (1-GREEN) AND PULL ROPE.
- INSTALL 3 GALVANZIED RIGID STEEL CONDUIT WITH 2#12 (1-BLACK, 1-WHITE) FOR GFCI OUTLETS, 2#12 (1-RED, 1-WHITE) FOR TREE LIGHTING, 1#12 GROUND (1-GREEN) AND PULL ROPE.
- 18 INSTALL ¾ GALVANIZED RIGID STEEL CONDUIT WITH 2#12 (1-BLACK, 1-WHITE) FOR GFCI OUTLETS, 1#12 GROUND (1-GREEN) AND PULL ROPE.
- INSTALL 2" CONDUIT WITH 4#8 (2-BLACK, 2-WHITE) FOR GFCI OUTLETS, 4#8 (2-RED, 2-WHITE) FOR TREE LIGHTING, 1#12 GROUND (1-GREEN) AND PULL ROPE BY JACKING & BORING.
- REMOVE EXISTING 6" CONCRETE RIBBON AND SAWCUT 6" OF EXISTING STAMPED CONCRETE FOR 12" WIDE TRENCH. CONSTRUCT 6" THICK, 1' WIDTH PCC PAVEMENT (3250 PSI) OVER 6" C.A.B. OVER EXISTING SUBGRADE COMPACTED TO 95% RELATIVE COMPACTION. CONCRETE SHALL HAVE LIGHT BROOM FINISH. REINFORCE WITH #4 REBAR AT 24" O.C., 12" LENGTH (TO EXISTING CONCRETE PAVEMENT) AND #4 REBAR RUNNING ENTIRE LENGTH OF THE CONCRETE.
- BC INSTALL PULL BOX IN EXISTING CONDUIT RUN.
- PP PROTECT EXISTING IN PLACE.

UTILITY CONTACT INFORMATION

<u>UTILITY</u>	CONTACT	PHONE NO.
GARDEN GROVE SEWER DIVISION	BRENT HAYES	(714) 741–5976
GARDEN GROVE WATER DIVISION	CARINA DAN	(714) 741-5346
GARDEN GROVE TRAFFIC DIVISION	DAI VU	(714) 741-5189
SOUTHERN CALIFORNIA EDISON CO.	TRAVIS HENNESSY	(714) 285-4339
THE GAS CO.	RYAN LOPEZ	(714) 634-3213
AT&T	YVETTE MARTINEZ-GARAFANO	(714) 666-5692
O.C.T.A.	JEROME JOHNSON	(714) 265-4365
TIME WARNER COMMUNICATIONS	CURTIS VASQUEZ	(714) 719-7880
COUNTY SANITATION DISTRICT OF O.C.	DANIEL LEE	(714) 593-7176
VERIZON	MIKE MADRID	(714) 375-6720

	SHEET I	NDEX
SHEET NO.	SHEET TITLE	STREET NAME
1	TITLE SHEET	
2	DETAIL SHEET	
3	STREET LIGHTING PLANS	MAIN STREET



ANASTASIA SANCHEZ, P.E.

6/24/2022 DATE

MAIN STREET ELECTRICAL IMPROVEMENTS PROJECT

TITLE SHEET

SHEET 1 OF 3

DRAWING NUMBER

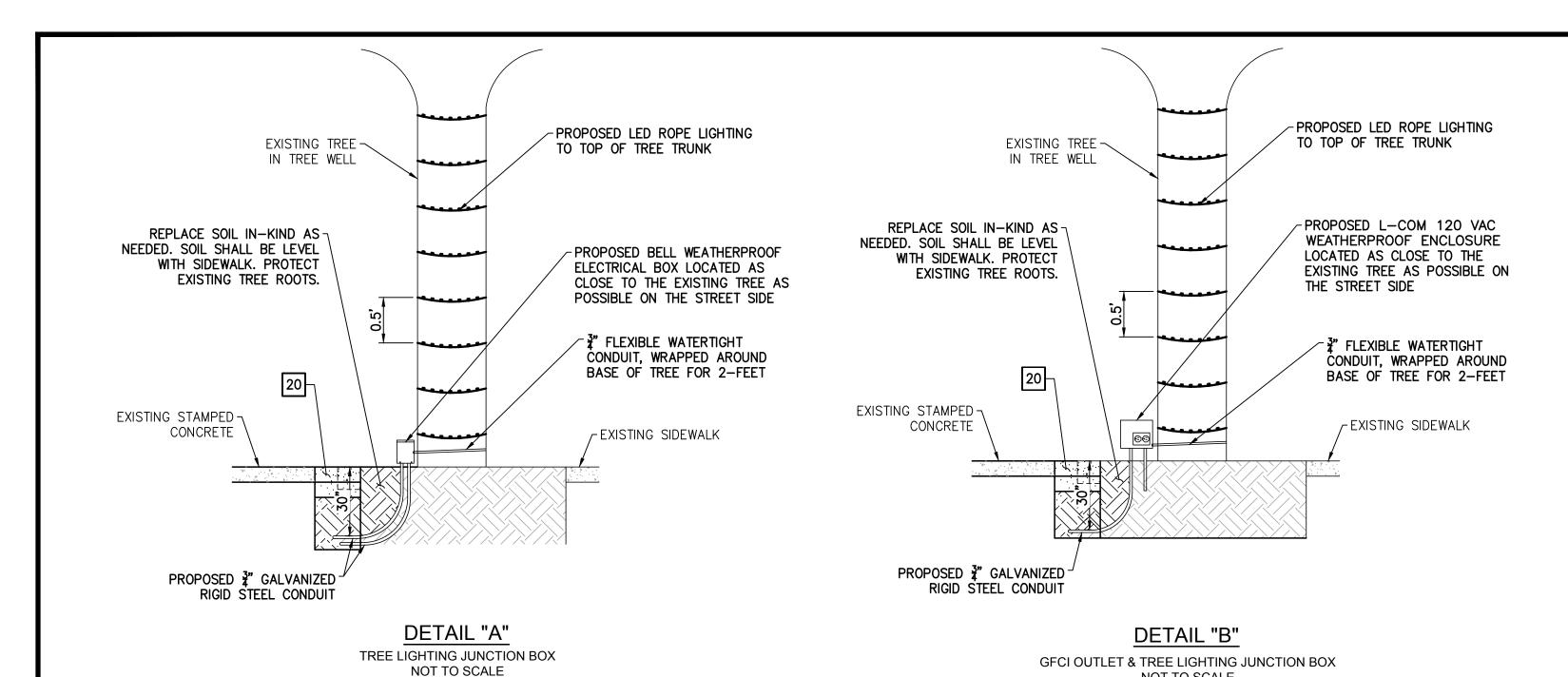
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MAIN STREET ELECTRICAL IMPROVEMENTS PRO

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NOT TO SCALE

PROPOSED BELL WEATHERPROOF ELECTRICAL BOX WITH DUPLEX RECEPTACLE GFCI OUTLET AND WEATHERPROOF PADLOCKABLE COVER ATTACHED TO SIDE OF EXISTING STREET LIGHT POLE FOUNDATION WITH SCREWS. -EX. STREET LIGHT POLE FOUNDATION PROPOSED NO. 5-T PULLBOX W/ STEEL COVER (TRAFFIC RATED) -PROPOSED STRAP PROSPOED 3" GALVANIZED RIGID STEEL CONDUIT PROPOSED 2" PVC-SCHEDULE 80 CONDUIT

DETAIL "C" GFCI OUTLET MOUNTED ON **EXISTING STREET LIGHT FOUNDATION IN PARKING LOT** NOT TO SCALE

EQUIPMENT SCHEDULE

CVALDOL	QUANTITY	DESCRIPTION	MANUFACTURER/CATALOG NUMBER		
SYMBOL	QUANTITI	DESCRIPTION	LUMINAIRE/LAMP		
	1	NO. 6 FIBERLYTE PULL BOX, OLD CASTLE OR AGENCY APPROVED EQUAL.	OLD CASTLE / FIBRELYTE FL36		
	6	NO. 5 FIBERLYTE PULL BOX, OLD CASTLE OR AGENCY APPROVED EQUAL.	OLD CASTLE / FIBRELYTE FL30		
	1	NO. 5-T STEEL COVER PULL BOX WITH BOLT DOWN LID, BROOKS PRODUCTS OR APPROVED EQUAL.	BROOKS PRODUCTS / NO. 5-T PB		
(0)	33	LED WARM WHITE ROPE LIGHT.	AMERICAN LIGHTING / 3" CLEAR TUBING WITH WARM WHITE LEDS 120 VOLT, 150 FT		
	27	BELL WEATHERPROOF ELECTRICAL BOX WITH WEATHERPROOF COVER.	GRAINGER / WEATHERPROOF ELECTRICAL BOX NO# 5330-0 GRAINGER / WEATHERPROOF COVER NO# 5173-0		
Φ	8	L-COM 120 VAC WEATHERPROOF ENCLOSURE WITH MOUNTING PLATE AND STANDARD SURGE PROTECTED, DUPLEX 120 VAC OUTLET.	L-COM NEMA TYPE 4, 4X/ IP66 RATED NO# NB121005-100		
۰	2	BELL WEATHERPROOF ELECTRICAL BOX WITH DUPLEX RECEPTACLE GFCI OUTLET AND WEATHERPROOF PADLOCKABLE COVER BY INTERMATIC #WP3110MXD.	GRAINGER/ WEATHERPROOF ELECTRICAL BOX NO# 5330-0 INTERMATIC / WEATHERPROOF COVER #WP3110MXD		
	1050'	I GALVANIZED RIGID STEEL CONDUIT. ENDS OF CONDUITS TERMINATING IN PULL BOXES SHALL BE SUPPLIED WITH SWEEPS AND BUSHINGS. CIRCUIT TYPE COLORS: TREE LIGHT—RED, GFCI OUTLET—BLACK. NUMBER OF CONDUCTORS AS INDICATED.			
	750'	NEW 2" PVC SCHEDULE 80 CONDUIT.			
	100'	NEW 3" PVC SCHEDULE 80 CONDUIT.			
	70'	NEW ¾" FLEXIBLE WATERTIGHT CONDUIT.			

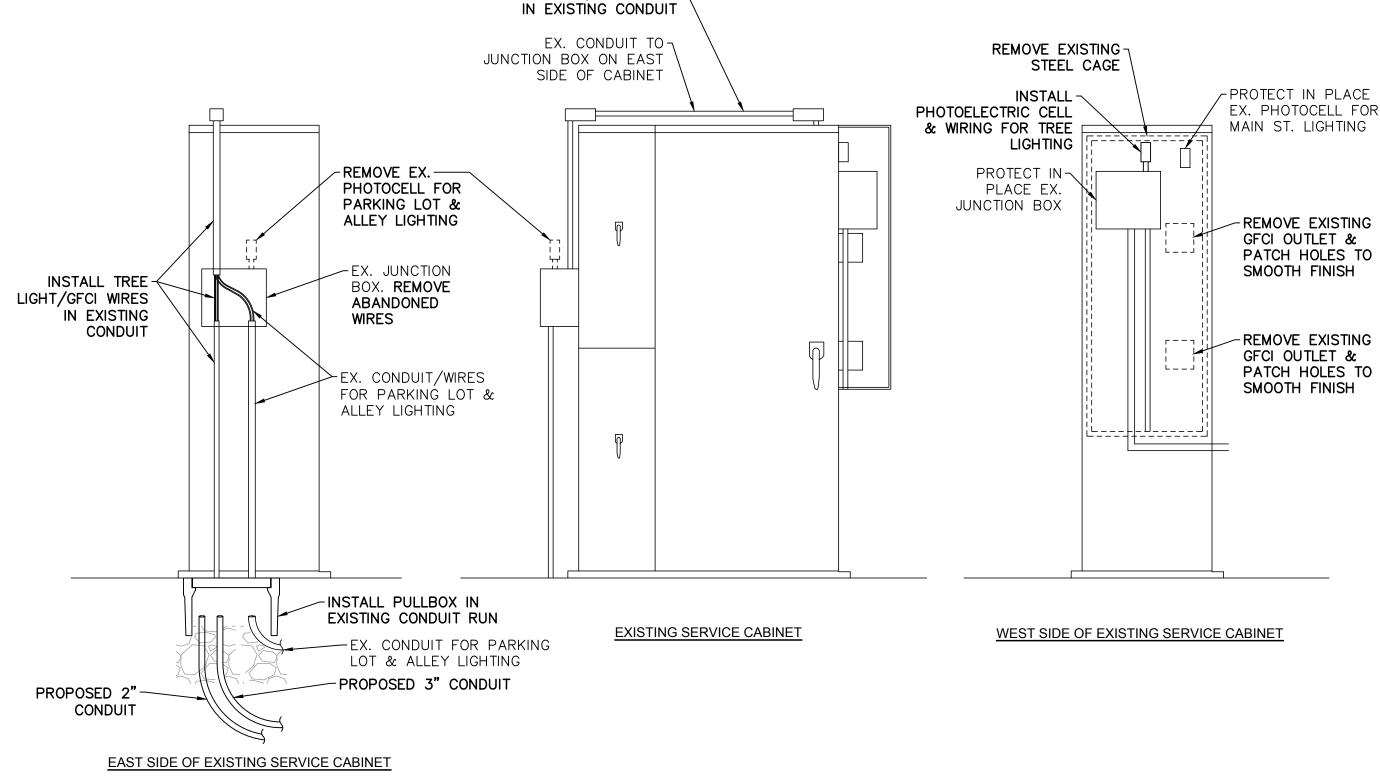
LIGHTING EQUIPMENT NOTES:

. INSTALL EQUIPMENT PER MANUFACTURERS INSTRUCTIONS.

CONTRACTOR SHALL PROVIDE ALL LAMPS, ACCESSORIES AND MOUNTING HARDWARE AS REQUIRED.

3. CONTRACTOR SHALL VERIFY EXACT FIXTURE BY MANUFACTURER SPECIFIED OR APPROVED EQUAL SUBSTITUTED FIXTURES WILL REQUIRE PHOTOMETRIC CALCULATIONS AND MUST PERFORM EQUAL TO OR BETTER THAN LIGHT FIXTURE SPECIFIED. ENGINEER TO MAKE FINAL DETERMINATION.

4. PHOTO ELECTRIC CELL BY OTHERS



INSTALL TREE LIGHT/GFCI WIRES-

DETAIL "D" **EXISTING SERVICE CABINET** NOT TO SCALE

<u>LEGE</u>	<u>ND</u>	•	PROPOSED MOUNTING F
[] J	EXISTING SERVICE CABINET.	Ф	120 VAC OL
	EXISTING STREET LIGHTING PULL BOX TO REMAIN.	•	PROPOSED E
	PROPOSED NO. 6 STREET LIGHT PULL BOX. SEE LIGHTING EQUIPMENT SCHEDULE.		COVER.
			EXISTING TR
	PROPOSED NO. 5 STREET LIGHTING PULL BOX. SEE LIGHTING EQUIPMENT SCHEDULE.		PROPOSED
	PROPOSED NO. 5-T STREET LIGHTING PULL BOX (TRAFFIC		EXISTING 1.5
	GRADE). SEE LIGHTING EQUIPMENT SCHEDULE.		EXISTING 2"
523	EXISTING STREET LIGHTING PULL BOX TO BE REMOVED.		PROPOSED 3
\bigcirc	EVICTING CEREET LIGHT TO REMAIN		EQUIPMENT
#)	EXISTING STREET LIGHT TO REMAIN.		PROPOSED :
- 🗙			PROPOSED
0—⊗	EXISTING HIGHWAY SAFETY LIGHTING (HSL) ON TRAFFIC SIGNAL STANDARD.	(xx)	NUMBER OF

_-COM 120 VAC WEATHERPROOF ENCLOSURE WITH PLATE AND STANDARD SURGE PROTECTED, DUPLEX

BELL WEATHERPROOF ELECTRICAL BOX WITH DUPLEX GFCI OUTLET AND WEATHERPROOF PADLOCKABLE

REE WITH PROPOSED LED ROPE LIGHTING. BELL WEATHERPROOF ELECTRICAL BOX.

.5" CONDUIT TO REMAIN CONDUIT TO REMAIN.

TO GALVANIZED RIGID STEEL CONDUIT. SEE SCHEDULE.

2" CONDUIT. SEE EQUIPMENT SCHEDULE. 3" CONDUIT. SEE EQUIPMENT SCHEDULE. NUMBER OF EXISTING TREES.

MAIN STREET ELECTRICAL IMPROVEMENTS PROJECT

CONSTRUCTION NOTES:

SEE DETAIL "A" AND "B" ON SHEET 2.

TO SERVICE CABINET.

3 INSTALL NO. 5 PULL BOX.

5 INSTALL NO. 6 PULL BOX.

"B" ON SHEET 2.

ROPE BY JACKING & BORING.

(1-GREEN) AND PULL ROPE.

AND PULL ROPE BY JACKING & BORING.

BC INSTALL PULL BOX IN EXISTING CONDUIT RUN.

PP PROTECT EXISTING IN PLACE.

AND PULL ROPE.

4 INSTALL NO. 5-T PULL BOX.

2 NOT IN USE.

PROTECT EXISTING SERVICE CABINET WITH 1-120/240V SERVICE METER AND 1-200 AMP-1P MAIN CIRCUIT BREAKER. SEE SHEET 3 FOR EXISTING AND

PROPOSED CIRCUIT BREAKERS. SEE DETAIL "D" ON SHEET 2 FOR MODIFICATIONS

6 INSTALL 3" GALVANIZED RIGID STEEL CONDUIT WITH 2#12 (1-RED, 1-WHITE) FOR TREE LIGHTING, 1#12 GROUND (1-GREEN) AND PULL ROPE.

8 INSTALL 3" CONDUIT WITH 16#8 (8-BLACK, 8-WHITE) FOR GFCI OUTLETS, 16#8 (8-RED, 8-WHITE) FOR TREE LIGHTING, 1#12 GROUND (1-GREEN) AND PULL

9 INSTALL 150' LENGTH, 3" LED WARM WHITE ROPE LIGHT WRAPPED AROUND EXISTING TREE. TREE WRAPPING SHALL BE EVERY 0.5-FEET. ANY EXCESS ROPE LIGHT SHALL BE CUT OFF AND SEALED PER MANUFACTURER'S SPECIFICATIONS.

INSTALL BELL #5330-0 WEATHERPROOF ELECTRICAL BOX. CONTRACTOR SHALL HARDWIRE TREE LIGHTING IN BOX. BOX SHALL BE LOCATED CLOSEST TO

INSTALL L-COM #NB121005-100 120 VAC WEATHERPROOF ENCLOSURE WITH MOUNTING PLATE AND STANDARD SURGE PROTECTED, DUPLEX 120 VAC OUTLET.

CLOSEST TO EXISTING TREES AS POSSIBLE ON THE STREET SIDE. SEE DETAIL

COVER #WP3110MXD. CONTRACTOR SHALL INSTALL BOX TO EXISTING STREET

INSTALL 2" CONDUIT WITH 4#8 (2-BLACK, 2-WHITE) FOR GFCI OUTLETS, 1#12 GROUND (1-GREEN) AND PULL ROPE BY JACKING & BORING..

INSTALL 3" CONDUIT WITH 8#8 (4-BLACK, 4-WHITE) FOR GFCI OUTLETS, 8#8 (4-RED, 4-WHITE) FOR TREE LIGHTING, 1#12 GROUND (1-GREEN) AND PULL

INSTALL 3" GALVANZIED RIGID STEEL CONDUIT WITH 2#12 (1-BLACK, 1-WHITE) FOR GFCI OUTLETS, 2#12 (1-RED, 1-WHITE) FOR TREE LIGHTING, 1#12 GROUND

INSTALL ¾ GALVANIZED RIGID STEEL CONDUIT WITH 2#12 (1-BLACK, 1-WHITE) FOR GFCI OUTLETS, 1#12 GROUND (1-GREEN) AND PULL ROPE.

REMOVE EXISTING 6" CONCRETE RIBBON AND SAWCUT 6" OF EXISTING STAMPED CONCRETE FOR 12" WIDE TRENCH. CONSTRUCT 6" THICK, 1' WIDTH

PCC PAVEMENT (3250 PSI) OVER 6" C.A.B. OVER EXISTING SUBGRADE COMPACTED TO 95% RELATIVE COMPACTION. CONCRETE SHALL HAVE LIGHT BROOM FINISH. REINFORCE WITH #4 REBAR AT 24" O.C., 12" LENGTH (TO EXISTING CONCRETE PAVEMENT) AND #4 REBAR RUNNING ENTIRE LENGTH OF

INSTALL 2" CONDUIT WITH 4#8 (2-BLACK, 2-WHITE) FOR GFCI OUTLETS, 4#8 (2-RED, 2-WHITE) FOR TREE LIGHTING, 1#12 GROUND (1-GREEN)

INSTALL 2" CONDUIT WITH 4#8 (2-BLACK, 2-WHITE) FOR GFCI OUTLETS, 4#8 (2-RED, 2-WHITE) FOR TREE LIGHTING, 1#12 GROUND (1-GREEN)

INSTALL BELL #5330-0 WEATHERPROOF ELECTRICAL BOX WITH DUPLEX RECEPTACLE GFCI OUTLET AND INTERMATIC WEATHERPROOF PADLOCKABLE

13 INSTALL PHOTOELECTRIC CELL AND 4-POLE CONTACTOR FOR TREE LIGHT CIRCUITS.

LIGHT POLE WITH SCREWS. SEE DETAIL "C" ON SHEET 2.

EXISTING TREES AS POSSIBLE ON THE STREET SIDE. SEE DETAIL "A" ON SHEET

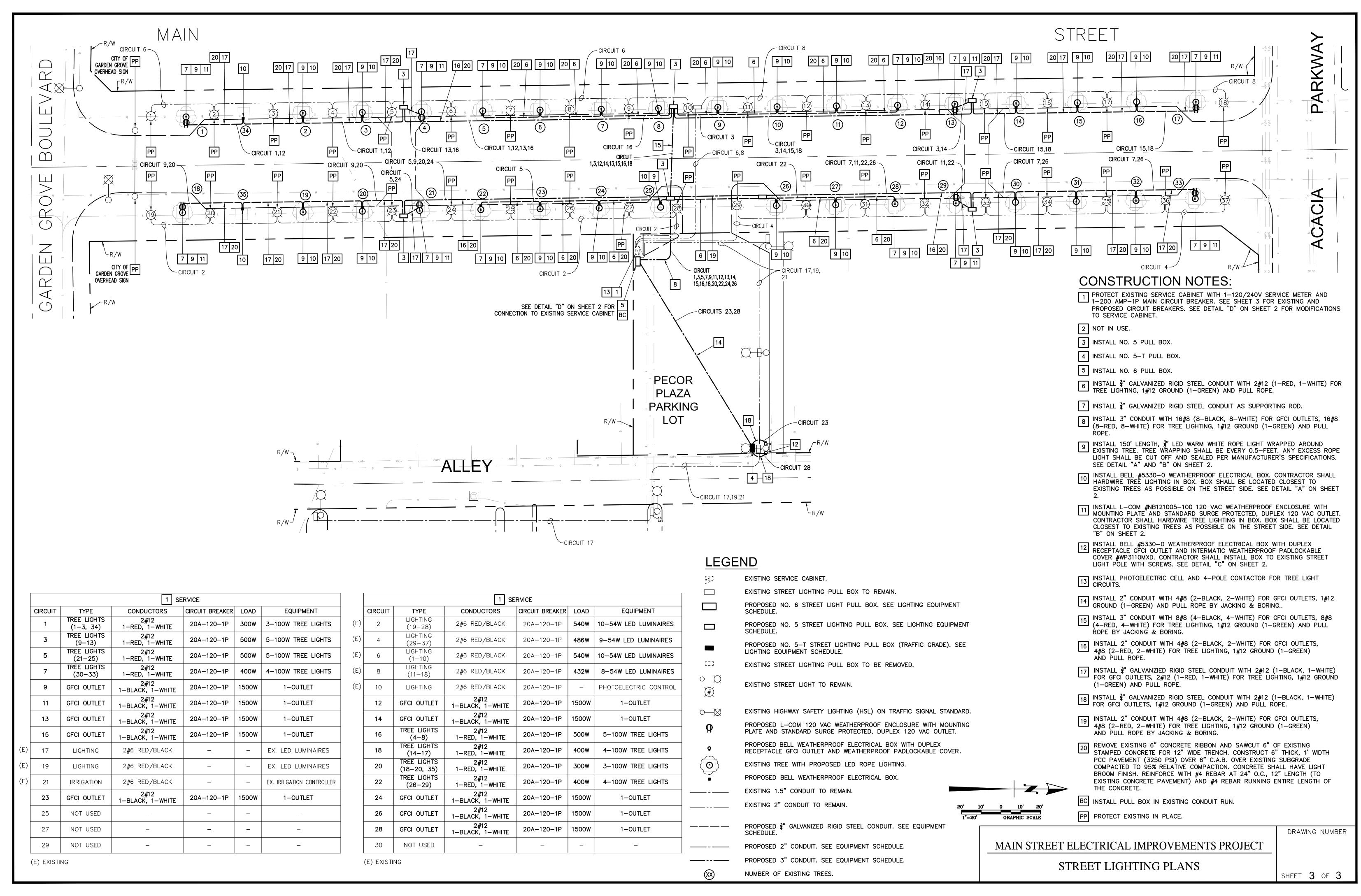
CONTRACTOR SHALL HARDWIRE TREE LIGHTING IN BOX. BOX SHALL BE LOCATED

7 INSTALL 3" GALVANIZED RIGID STEEL CONDUIT AS SUPPORTING ROD.

DETAIL SHEET

DRAWING NUMBER

SHEET 2 OF 3





BID DEADLINE:

Tuesday, June 5, 2022 at 4:00 p.m.

City Clerk's Office

PROJECT NO.:

Garden Grove Community Foundation (GGCF) – 02-2022 Main Street Electrical

Project

BIDDERS (Name & Address)	BID BOND	ADDENDUM 1	ADDENDUM 2	AMOUNT OF BID
PTM Geneval Eng. Svcs. 5942 Acom St. Riverside, CA 92504	/		/	\$ 389,089
Crosstown Electrical & Data, Inc. 5454 DIAZ St. Trwindale, CA 91076	/	/	\	\$491,987
Select Electric Inc. 2790 Business Pk Dr. Vista, CA 92081	/	/		* \$345,338
CHI Construction 701 E. Ball Rd #101 Anaheim, Ot 92805	/			\$ 441,759

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Lisa L. Kim

Dept.: City Manager Dept.: Community and Economic

Development

7/12/2022

Subject: Award a contract to Project Date:

Finance Advisory, Limited for the P3 Project Feasibility and

Project Management

consultant services for the Garden Grove Civic Center

Project. (Cost:

\$181,448.00) (Action Item)

OBJECTIVE

For the City Council to consider approval of a Professional Services Agreement with Project Finance Advisory, Limited (PFAL) for P3 Project Feasibility and Project Management consultant services for the Garden Grove Civic Center Project in the amount not to exceed \$181,448.00.

BACKGROUND

The Garden Grove Police Facility was developed over the last 50 years with an original 33,481 square foot building that was based on the 1967 Uniform Building Code (UBC). Today, there are five (5) buildings that make-up the Garden Grove Police Facilities campus (Main Police Facility, Evidence and Property Annex, Off-Site Evidence Warehouse, Special Services Annex and the Juvenile Justice Center) and the collective program spaces total 53,206 square feet.

In January 2020, the City Council authorized a comprehensive space needs assessment of the police facilities by Dewberry to address current and future needs of the Garden Grove Police Department (GGPD). Findings of the Dewberry Report identified deficiencies in the existing GGPD facilities and insufficient spacing available for building, parking, and site needs to accommodate current and future demands of the public safety operations. It further concluded the current Police Facilities campus are all undersized and poorly configured.

DISCUSSION

In February 2022, a formal Request for Proposals (RFP) circulated under a

competitive solicitation for a P3 Project Feasibility and Project Management services for the Garden Grove Civic Center area including the Garden Grove Police Department (GGPD) public safety facilities. The RFP was published through the City's Planet Bids portal on February 17, 2022. The RFP outlined the selection process would be evaluated in areas of past performance related to public safety facilities, firm qualifications, team member resumes, cost organization and budget, references, methodology and schedule, project management philosophy, and P3 team's overall experience in P3 technical advisory services and project approach. Two addenda were issued to clarify RFP-related questions.

Selection Committee, Evaluation and Rating Summary

Five (5) proposals were received by the March 17, 2022 RFP deadline. Based on the evaluation criteria outlined in the RFP, a Selection Committee comprised of department representatives from the Community and Economic Development, Community Services, Finance, Police, and Public Works performed proposal evaluations, and conducted a formal interview process on April 7 and 11, 2022. While multiple department representatives participated in the Selection Committee process, each department submitted one collective rating sheet. The Selection Committee Rating Summary ranked the proposers as follows:

- 1. Project Finance Advisory, Limited (PFAL)
- 2. ARUP
- 3. Ernst & Young Infrastructure Advisors, LLC
- 4. DLR Group
- 5. Brookhurst Development & Advisory Corporation

The top two ranked firms (ARUP and PFAL) were invited to submit a Best and Final Offer (BAFO) proposals by May 4, 2022. Following the BAFO review, the Selection Committee determined that PFAL was the most qualified team with the highest ranked proposal to provide feasibility analysis and project management services. PFAL assembled a dynamic team comprised of HOK (industry leaders in public safety facilities design), Dharam Consulting (cost estimation and O&M analysis), and HR&A (fiscal impacts analysis for open space infrastructure) for the Garden Grove Civic Center Project. PFAL demonstrated a strong track record in project advisory and consulting services, especially proficiency in navigating several complex projects among multiple jurisdictions (County of Sonoma, City of Los Angeles, and San Joaquin County). The Selection Committee found that PFAL was able to clearly communicate the importance of community involvement, partnership inclusiveness. Information about the RFP process and proposer responses are available on the City's website for Civic Center Community Engagement at https://ggcity.org/civic-center.

RFP Scope of Work

The RFP defined the Scope of Work in which the selected consultant would assist City staff in formulating a multi-phase procurement strategy comprised of the following deliverables:

- Project Management support activities including development of a Project Schedule and Implementation;
- Preparation and issuance of a detailed Request for Qualifications (RFQ) for a P3

Project;

- Preparation and issuance of a Request for Proposals (RFP) for a P3 Project;
- Administration and oversight of the review and selection process, among other related functions; and,
- Developer negotiation support, and P3 contract management and owner's representation during construction.

Understanding there is complexity in advancing P3 Project, staff is recommending Award of Contract for implementation of the Phase 1 Scope of Work only to PFAL. This would allow refinement of overarching goals for service delivery and project development, analyzing and making recommendations regarding site locations for the future public safety facility, Civic Center Park enhancements and potential inclusion of affordable housing options. A breakdown of the Phase 1 Scope of Work to be performed by PFAL is summarized below:

- 1. Confirm Goals and Objectives. PFAL will review existing information, conduct meetings with staff and stakeholders to assess and validate goals and objectives for the public safety facilities, Civic Center Park and affordable housing options.
- 2. Conduct P3 Project Feasibility Analysis. PFAL will conduct a feasibility analysis along with funding and finance options to deliver a future public safety facility, additional amenities for Civic Center Park and affordable housing options.
- 3. Evaluate Site Alternative Analysis. PFAL will prepare an evaluation matrix to rank preferred site alternatives for the public safety facility including development of two (2) massing illustrations.
- 4. *Develop Project Budget and Costing*. PFAL shall develop an estimation for the project lifecycle and project delivery strategy.

At the conclusion of the Phase 1 process for the Garden Grove Civic Center area, the City Council will be presented options to exercise additional Scope of Work identified in the RFP. The Phase 2 scope of work would include preparation of a Request for Qualifications and Proposals (RFQ/P) for a Qualified Developer, and assistance in evaluation proposal responses would typically constitute 3-4% of the total project cost for PFAL to continue project management services. Further project delivery would include construction management and other advisory services, as necessary. Completion of Phase 1 will provide project detail information to the City Council about flexibility to advance the public safety facility project under a traditional path as a Public Works Capital Project or via P3 approach to include alternative project delivery and financing options or a combined hybrid approach.

Community Engagement Efforts

Concurrently with the P3 work, staff has initiated the Civic Center Community Engagement efforts to gather community input and feedback about opportunities in the civic center area for improved public amenities and also evaluate the need to replace and modernize the public safety facilities has begun. This information and the community survey are available on the City's website at https://ggcity.org/civic-center.

A recap of Civic Center Community Engagement accomplished to date include:

Timeline	Activity		
October 12, 2021 Council Meeting	Presented Civic Center Community Engagement Overview		
October 2021	Civic Center Community Engagement website launched (https://ggcity.org/civic-center)		
May 10, 2022	Civic Center Community Engagement		
Council Meeting	Update		
June 1, 2022	Hosted in-person Civic Center Community Engagement Open House		
June 9, 2022	Hosted virtual Civic Center Community		
Julie 3, 2022	Engagement Open House		
July 2022	Release Civic Center Community		
July 2022	Engagement Survey		

FINANCIAL IMPACT

Funds have been budgeted in the Biennial Budget for FY 2021-2022 and FY 2022-2023 for the Civic Center/Public Safety Facilities Project.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Project Finance Advisory for the P3 Feasibility and Project Management consultant services for the Garden Grove Civic Center Project, in an amount not to exceed \$181,448.00; and
- Authorize the City Manager to execute the Agreement on behalf of the City, and make minor modifications thereto as needed.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Professional Services Agreemer with PFAL	nt 7/5/2022	Cover Memo	PFAL_Feasibility_and_PM_Services_Agreement_(FINAL).pdf
PFAL Proposal (BAFO)	7/5/2022	Cover Memo	PFAL_BAFO_Proposal_(FINAL).pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 12th day of July, 2022, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **PROJECT FINANCE ADVISORY LIMITED**, a Delaware corporation, hereinafter referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

- 1. This Agreement is entered into pursuant to City Council approval dated July 12, 2022.
- 2. CITY desires to utilize the services of CONTRACTOR to provide **Project Feasibility and Project Management Consulting Services—Garden Grove Civic Center Project.**
- 3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONTRACTOR hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause per Section 3.4 below. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with CONTRACTOR's proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
- 2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
- 3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 <u>Amount</u>. Total Compensation under this agreement shall not exceed (NTE) amount of \$181,448.00, payable in arrears and in accordance with proposal in Attachment "A".
 - 3.2 <u>Payment</u>. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or

completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).

- 3.3 <u>Records of Expenses</u>. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 <u>Termination</u>. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. <u>Insurance requirements</u>.

- 4.1 <u>COMMENCEMENT OF WORK</u>. 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 or CONTRACTOR or its agent to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 <u>WORKERS COMPENSATION INSURANCE</u>. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 <u>INSURANCE AMOUNTS</u>. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (claims made and modified occurrence policies are <u>not</u> acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (claims made and modified occurrence policies are <u>not</u> acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

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

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

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

- 5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
- 6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital

- status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
- 7. **Independent Contractor**. It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY's employees. personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of its officers, employees, or agents, except as set forth in this Agreement. If for any reason, any court or governmental agency determines that CITY has financial obligations, other than pursuant to Section 3 above, of any nature related to salary, taxes, or benefits employees, CONTRACTOR's officers, servants, representatives, subcontractors, or agents, CONTRACOR shall indemnify CITY for all such financial obligations.
- 8. <u>Compliance with Law.</u> CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
- 9. <u>Disclosure of Documents</u>. All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
- 10. **Ownership of Work Product.** All documents or other information developed or received by CONTRACTOR shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
- 11. <u>Conflict of Interest.</u> CONTRACTOR shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- 12. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)
Project Finance Advisory Limited
Attention: Victoria Taylor, President
751 E. Blithedale Ave., #2036
Mill Valley, CA 94942-2036

b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840

- 13. **Contractor's Proposal.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 14. <u>Licenses, Permits, and Fees</u>. At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
- 15. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY, if applicable.
- 16. **<u>Time of Essence.</u>** Time is of the essence in the performance of this Agreement.
- 17. <u>Limitations Upon Subcontracting and Assignment.</u> The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
- 18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

19. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

- 20. <u>Modification</u>. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONTRACTOR.
- 21. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
- 22. **Waiver**. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONTRACTOR.
- 23. <u>California Law</u>. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
- 24. **Preservation of Agreement**. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
- 25. **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.

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(Agreement Signature Block on Next Page)

 ${\bf IN}$ ${\bf WITNESS}$ ${\bf THEREOF,}$ these parties have executed this Agreement on the day and year shown below.

Date:	"CITY" CITY OF GARDEN GROVE
	By: City Manager
ATTESTED:	
City Clerk	
Date:	"CONTRACTOR" PROJECT FINANCE ADVISORY LIMITED
	By:
	Name:
	Title:
	Date:
	Tax ID No
	If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.
APPROVED AS TO FORM:	
Garden Grove City Attorney	
 Date	

ATTACHMENT "A"

PFAL PROPOSAL



CITY OF GARDEN GROVE

P3 PROJECT FEASIBILITY AND PROJECT MANAGEMENT CONSULTING SERVICES GARDEN GROVE CIVIC CENTER PROJECT

BEST AND FINAL OFFER SUBMISSION UPDATE

Project Finance Advisory, Limited

May 04, 2022 Updated June 16, 2022





Project Finance Advisory Limited ("PFAL") appreciates the opportunity to submit this Best and Final Offer ("BAFO") in response to the City of Garden Grove's ("the City") letter dated April 20, 2022. We are delighted that we have been selected as a finalist for the P3 Feasibility and Project Management Consulting Services contract. Before responding to the City's requests for clarification, we want to reiterate some of the strengths of our team and its capabilities.

- PFAL leads an **all-star team** that we assembled specifically to meet the needs of the City to successfully deliver the new Public Safety Facility. Our teams includes all the necessary disciplines and experience to successfully deliver the park revisioning and affordable housing. PFAL, HOK, HR&A, Dharam Consulting, and Altus Group are highly respected and are at the top of their respective fields, and we have worked together before to successfully deliver public-private partnerships ("P3s"). From directly relevant P3 advisory services and public safety facility design to enabling the development of placemaking outdoor spaces like the Highline in Manhattan, this team's experience and capability is unparalleled. By selecting this team, the City will deliver the most cost-effective results and send a strong signal to the market that the City is receiving good advice from people and firms who are the best in the business.
- PFAL's project management philosophy matches the City's needs and objectives: we facilitate your
 work by pro-actively leading project teams, coordinating with the City's team and managing the
 right experts to give the City the best information to make decisions while maintaining schedule and
 budget discipline. PFAL's leadership is invested in your success and our record of accomplishment
 demonstrates that we can successfully deliver your project.
- We aim to help the City **control costs** while achieving your redesign objectives. This will be accomplished through careful attention to defining the project scope to avoid scope creep later, relying on expert input (including a current and comprehensive cost database) to develop realistic cost estimates for the construction, operations, and maintenance of the new City facilities, identifying revenue and cost savings opportunities, and in later phases challenging developer costs to ensure best value to the City. We are a **creative and dynamic team** of professionals who are committed to supporting the City's project team in meeting your goals and objectives.
- An agnostic and unbiased approach to analyzing delivery methods with experience across the universe of available alternatives. Collectively our team has delivered projects using the full range of delivery methods and we have deep knowledge of the costs and benefits of each approach. With an awareness of the political and decision-making context, we strive to identify the right fit for each client and their specific project or capital investment and real estate asset development program.
- HOK's experience with Public Safety Facilities is unmatched and includes successfully navigating
 government approval processes in challenging environments. Both HOK and HR&A bring creative
 experience and deep knowledge in implementing housing and open space planning strategies.
- We are ready to execute the City's form of contract included in the RFP (Request for Proposal) and begin work immediately.



PHASE 1 – P3 PROJECT FEASIBILITY

 UPDATE WORKPLAN. PROJECT SCOPE ANTICIPATES THE FEASIBILITY ANALYSIS OF UP TO THREE (3) ALTERNATIVES SITES TO ACCOMMODATE A NEW PUBLIC SAFETY FACILITY INCLUDING THE EXISTING SITE IDENTIFIED IN THE 2020 DEWBERRY REPORT.

Here we have provided additional detail on our previously submitted workplan to incorporate the City's guidance on the various opportunity sites. We have incorporated the City's most pressing concerns that were expressed during the interview and BAFO process. The PFAL team will conduct its work with the goal of satisfying the City's objectives as stated in the RFP, to control costs and deliver the new Public Safety Facility and ancillary projects on time and on budget.

In Phase 1, we will consolidate all the relevant information that, in turn, will be analyzed with a view to recommending an optimal procurement and project delivery strategy.

<u>First</u>: upon being engaged, and in collaboration with the City, PFAL will establish our project management protocols. We will schedule a standing, weekly project management call with the City's project team, schedule internal advisory team calls, set up a data room/file sharing system for the City project team and advisory team, develop an Active Issues list template which will serve as a living document to track and resolve the strategic and tactical actions needed to progress the Public Safety Facility, revisioned Civic Center Park, and housing project/s, and refresh the project schedule as needed. These living documents will be managed by PFAL

PFAL will take a pro-active approach to driving the project schedule forward, keeping the team focused on meeting deadlines, and maintaining the budget.

and maintained in the data room where they will be readily available for review by all team members.

We will also perform our work with a view to developing defensible recommendations: our deliverables will help the City determine the path forward and be integrated into the City's decision-making process. Reports and analysis will be written so that any recommendations and decisions made can be justified to internal stakeholders as well as the public.

<u>Second</u>: the advisory team will build on the City's existing information, which is expected to include but is not limited to a review of the following material as well as a briefing from the City project team on the key issues and findings of these past efforts as described below:

- Dewberry 2020 report
- Active Downtown Plan
- Parks, Recreation & Facilities Master Plan and three (3) conceptual plans
- Active Streets Master Plan

- Measure O data
- Downtown Parking Management Plan
- Re:Imagine Garden Grove
- Housing unit report



At our "Goals and Objectives" meeting described below, PFAL will request that the City brief us on the key information that we should take away from the above reports, and we will focus on the content deemed by the City to be most critical to the completion of our work. In reviewing these documents and in discussions with the City, the team will consider the following:

- 1. Is the information and analysis current or is additional information needed, are the programming needs for the Public Safety facility post-COVID defined? Importantly, we will want to identify that the Dewberry conclusions are still intact and supported by decision makers so that new programming requirements are not introduced into the Public Safety Facility later as we conduct our work. This validation process is a crucial element of cost control and will include a review of all capital cost estimates in the original Dewberry report to ensure that capital costs are current and reflect prevalent market conditions.
- 2. Are the past assessments comprehensive?
- 3. What are the opportunities that have not been identified to help project feasibility?

At the conclusion of the review period, PFAL will lead an internal call with the consulting team to consolidate the salient points from the past studies and consolidate the list of areas where additional information may be necessary.

<u>Third:</u> PFAL will hold a "Confirm Goals and Objectives" meeting with the City project team to confirm our team's key findings and to listen to staff's perspectives on the project definition, goals and objectives, and any information that might be known to staff that was not incorporated in past studies. We will use this meeting to discuss any concerns around different delivery methods (such as design-build or DBFOM) to understand if and why any options should be ruled out from consideration. We will also be prepared to share images from recent public safety facilities to solicit the City's reactions to certain concepts.

<u>Fourth:</u> PFAL has assigned specific deliverables to each of our partners and will coordinate to ensure the City is getting the most creative, cost-effective, and experience-based solutions that achieve the City's goals.

- PFAL will confirm the City's space needs and perform a review of available funding and financing
 options for the Public Safety Facility, re-visioned park, and parking facilities.
- HOK will perform site fit massing for 2 site options identified by the City, including an assessment of the opportunities to expand/revision Civic Center Park.
- Dharam will provide high-level cost estimates for construction and operations & maintenance based on the 2 massing studies.
- PFAL will then align available funding to the potential costs in a financial model that will incorporate the full lifecycle cost estimates for the Public Safety Facility, revisioned park, and parking facilities.
- PFAL will develop a site evaluation matrix to score and rank the 2 different sites based on criteria to be agreed with the City (such as cost, transit access, programming, etc.).



- HR&A will provide high-level input on the operations & maintenance cost and governance structures for the re-visioned park with a view to including the Civic Center Park in the Public Safety Facility development, including:
 - Evaluate potential operating costs for a high-quality urban park based on a high-level benchmarking exercise
 - As part of the overall delivery model recommendations, provide input on the optimal governance structure to leverage funding sources, and maintain park amenities to good standards. Options may include City led operations, creation of a new non-profit entity, or partner with the P3 developer, among others.
- PFAL will also conduct a qualitative analysis to develop a recommendation on procurement strategies.
- PFAL will be available throughout the project delivery process to work with City staff, elected officials, Placeworks, and other stakeholders in a supporting role for any other necessary meetings to ensure a comprehensive public involvement and stakeholder engagement process will support a successful procurement.

We understand that past operations and maintenance costs will not be assessed as part of our work and that the City is looking to our team to define a market standard cost framework for the projects' full lifecycle.

<u>Fifth:</u> we will help facilitate a site visit to one of HOK's recent public safety facility projects for City staff to provide up-to-date examples of contemporary design and operational approaches. This will likely take the form of an un-hosted (City-led) visit to the Manhattan Beach Police & Fire and/or the Orange County Fire Operations and Training Center.

Simultaneously with the work described above, we will coordinate with the City and Placeworks on the ongoing public engagement strategy. We anticipate monthly calls, preparation of presentation materials, and presentation at two public meetings. This will be important given the anticipated transition in Police Department leadership, community sentiment on the duck pond, neighborhood business interests in parking, and impacts of new housing on neighborhood parking.

<u>Sixth:</u> The outcome of this work will be a business case report, which will explain:

- WHY the new facilities are needed
- WHAT the project is (defining the project/s the City is seeking to deliver)
- WHEN the project/s can be delivered based on a specific delivery strategy
- WHERE the project/s should be located
- **HOW** the project/s can be delivered, which will address affordability and a recommended procurement approach



If desirable by the City, to accelerate the City's review of the full suite of analysis and recommendations, and to encourage socialization and acceptance of the key elements of the report with City stakeholders on an expedited basis, the PFAL team can deliver drafts of the separate components of the report as they are available. We anticipate that the final Business Case report will be organized as follows:

- Project rationale
- Goals and objectives
- Project definition
- Sites and costs
- Funding and financing
- Schedule
- Recommended delivery option

Separately, HR&A will also review and evaluate the opportunity for housing development at 11391 Acacia Parkway, including market, financial and delivery implications, and related tradeoffs.

- HR&A will work with the City and PFAL team to develop two development scenarios for the site, which may include a combination of market rate, mixed income (inclusionary), and 100% affordable components. The scenarios will consider the City's policy goals, available resources, market considerations and regulatory constraints such as the Surplus Land Act.
- HR&A will conduct a high-level market scan to benchmark prevailing rents, product types and potential absorption estimates.
- HR&A will then derive land value for the development scenario based on comparable transactions
 and map out the potential funding sources and uses to identify funding gap/surplus (if any). HR&A
 will also provide considerations regarding potential for bundling/unbundling of the housing
 component into the P3 transaction.

Finally, PFAL and HR&A will collaborate on producing a memo report that summarizes the team's findings and recommends a path for procurement of the preferred housing development option (i.e., securing an independent affordable housing developer or approach forms of bundling).

2. PLEASE PROVIDE AN UPDATED TASK(S) AND DELIVERABLE SUMMARY FOR FEASIBILITY ANALYSIS AND PROJECT SCOPE TO INCLUDE UP THE PUBLIC SAFETY FACILITY (UP TO 3 ALTERNATIVE SITES), EXPANSION OF CIVIC CENTER PARK, AND ANALYSIS OF POTENTIAL AFFORDABLE HOUSING AT 11391 ACACIA PARKWAY (OWNED BY THE GARDEN GROVE HOUSING AUTHORITY).

PFAL's work plan contemplates the following deliverables in Phase I:

Administrative:



- Establish Project data room/file share
- Monthly progress reports
- Project Management tool: Active Issues list
- Project procurement schedule

Project deliverables:

- Two (2) massing sketches showing site fits for the Public Safety Facility, parking, and Civic Center Park; one (1) draft, one (1) final for each of the two (2) sites, with space needs adjustments as needed
- Finance and funding report (detailing available funding and financing options including but not limited to Measure O, ARPA (American Rescue Plan Act) Funding, Bond Capacity, P3 financing)
- Business Case Report (detailing technical, commercial, financial, and legal feasibility and
 affordability) including a recommendation for the procurement method that best meets the City's
 goals and objectives, including a recommendation on the governance structure for the Civic Center
 Park and the procurement strategy for the preferred housing development option. The report will
 also include recommendations for concepts to consider for the existing police station. If desired by
 the City, the components of the Business Case Report can be delivered as available as described
 above.
- Qualitative site evaluation matrix to rank the preferred site alternative.
- Financial model showing concept cost estimates for the full project lifecycle, other selection criteria for each of the two (2) sites assuming one delivery strategy for the Public Safety Facility and Civic Center Park, set up to run sensitivities
- 3. DETAIL YOUR PROJECT MANAGER'S EXPERIENCE WITH P3 PROJECT ENTITLEMENTS RELATED TO BOTH CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT) AND NEPA (NATIONAL ENVIRONMENTAL POLICY ACT).

David Gloss has direct experience with CEQA and NEPA processes, having most recently been the point person for liaising with Sonoma County's environmental permitting team and leading information exchanges with the federal government on the dual NEPA and CEQA processes being considered for the Sonoma County Government Center. David is well versed in all steps of the planning and environmental process necessary for project delivery, including managing and oversight of public involvement and stakeholder engagement teams, interagency coordination, definition of project purpose and need, alternatives analyses, evaluation of environmental impacts, and mitigation strategies. David has worked previously in environmental planning roles for various California projects including the Sonoma-Marin Area Rail Transit ("SMART") commuter rail project in Northern California. For the SMART Project, David's work included drafting environmental documentation of the Federal Transit Administration NEPA process through work on the Alternatives Analysis as well as Draft and Final Environmental Impact Statement/Environmental Impact Report under NEPA/CEQA. David's work also supported the drafting of



various environmental documents such as Environmental Assessment/Initial Study level work, Categorical Exclusions, and EIR/EIS level work for clients in Southern California and Illinois including LA Metro, Illinois Department of Transportation Prairie Parkway, Chicago Transit Authority, Red Line Extension Project, Yellow Line Extension Project, and Orange Line Extension Project. David also assisted the Maryland Department of Transportation to ensure necessary NEPA documentation was complete for project procurement for the 16-mile light rail transit P3 project.

Also, from a project procurement standpoint in the government building sector, David worked with staff from Miami-Dade County to ensure environmental, planning, permitting, and entitlements were in place from a lender/due diligence perspective for the successful procurement of the Miami-Dade County Courthouse project in southern Florida.

In addition to David's experience, various members of the project team have experience working through CEQA/NEPA processes on projects. Caroline Judy completed a NEPA process on a fuel cell project in Santa Clara County and on other energy efficiency projects under 2009 ARRA (American Recovery & Reinvestment Act) projects. Caroline also has experience navigating the challenges of CEQA litigation, having recent experience on a County property sale effort in Sonoma.

Our backgrounds and familiarity with NEPA and CEQA processes, and in particular the benefits of dual tracking these processes, will help us anticipate issues in this workstream. David and the PFAL team will be able to manage the City's consultant who would lead the NEPA/CEQA process.

4. DETAIL THE ANTICIPATED NUMBER OF MEETINGS INCLUDING BUT NOT LIMITED TO, PROJECT MEETINGS, INTERNAL AND EXTERNAL STAKEHOLDER MEETINGS, PUBLIC MEETINGS INCLUDING PLANNING COMMISSION AND CITY COUNCIL.

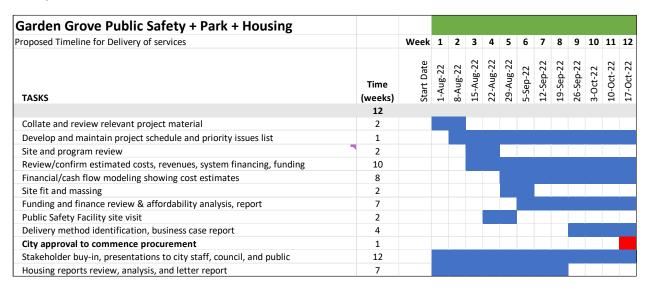
The meetings contemplated in our budget and scope are as follows:

- Kick-off meeting
- Confirm Goals and Objectives Meeting (City project team + stakeholders)
- Weekly standing video calls with City team, 1 meeting per month in person
- Internal consulting team bi-monthly standing calls
- Monthly calls with Placeworks/City outreach team
- 4 presentations of findings to City staff, Planning Commission and City Council
- Public presentations (2) at Placeworks-led meetings
- Attendance at 2 additional public meetings



5. UPDATE TIMELINE FOR IMPLEMENTATION OF PHASE I TASKS

Our updated timeline for Phase I is as follows:



6. PROVIDE A SEPARATE COST AND BUDGET SUMMARY OF TASKS FOR EACH SUBCONTRACTOR(S) AND/OR PROJECT TEAM MEMBER FOR IMPLEMENTATION AND COMPLETION OF PHASE 1 TASKS.

The City has requested an expansion in our proposed scope to include the Civic Center Park revisioning and housing analysis. Our full team has tried to be as cost-efficient as possible in this update fee proposal. Our pricing is aggressive for the scope of work we have committed to provide, but we are certain we can deliver as promised for the proposed scope at the proposed fee level.

The following key assumptions have been used to develop the detailed budget for the "core" scope of work for Phase 1:

- The Dewberry Report is wholly reliable. The fees are thus reflective of the Public Safety space needs program with limited program updates/validation (e.g., remote work office changes).
- Site fit / massing diagram and associated cost estimate is limited to one draft and one final iteration for the two alternative locations. Any conceptual design work falls under the optional scope.
- Financial model will incorporate no more than 3 combinations of variables (i.e., sensitivities).
- Written memos and reports require no more than 2 sets of revisions.
- Public engagement is managed by the City directly. The PFAL Team would work alongside the City's
 public and stakeholder involvement team and support that work for the project including for the
 environmental review processes and throughout the Procurement processes.



#	Task Description	Lead Firm	Original Proposal Budget	BAFO Budget
1	Collate and review relevant project material	PFAL + HOK + HR&A	\$6,600	\$5,900
2	Review Civic Center Park master plan and conceptual designs	НОК		\$6,300
3	Develop and maintain project schedule and priority issues list	PFAL	\$1,500	\$1,500
4	Review and confirm program	HOK		\$7,200
5	Review and confirm estimated costs, revenues, system financing, funding	PFAL	\$5,980	\$5,980
6	Financial/cash flow modeling	PFAL	\$9,260	\$9,260
7	Funding and finance review – analysis and report	PFAL	\$5,170	\$5,170
8	Business case – analysis and report incorporating housing development option	PFAL	\$12,030	\$12,030
9	Project Management (meetings, advisor coordination, Q&A, invoicing, etc.)	PFAL	\$6,540	\$6,540
10	Meeting participation, stakeholder buy- in + public engagement meeting attendance	PFAL + HOK	\$7,710	\$15,810
11	Evaluating Existing Project Data (Cost-related)	Dharam	\$1,925	\$1,925
12	Evaluate and provide PSB and Central Park capital cost opinion and high-level construction schedule.	Dharam	\$3,010	\$3,010
13	Site specific massing (PSF and Park), decreased to 3 sites, increased to include Civic Center Park	НОК	\$24,300	\$16,650
14	Civic center park O&M (Operations & Maintenance) costs and governance	HR&A		\$11,418
15	Site identification	HR&A	\$5,000	\$0
16	Site visit to HOK Public Safety Building	HOK + PFAL		\$770
17	Provide concept recommendations on future re-use/decommissioning of the current police station facility with preliminary schematic for 1 option	PFAL + HOK		\$10,455
18	Budget Contingency			\$15,000
	Public Safety and Civic		\$89,025	\$134,918
19	Housing - market scan	HR&A		\$15,070
20	Housing - financial analysis	HR&A		\$11,070
21	Housing - Affordable housing analysis & recommendations	HR&A + PFAL		\$20,390
		Housing Subtotal		\$46,530



PHASE 2 – PROCESS OF PROCUREMENT

1. IF MARKET SOUNDING IS IDENTIFIED WITHIN YOUR RESPECTIVE PROPOSAL, THE CITY'S REPRESENTATIVE WILL BE PART OF ALL DISCUSSIONS AND MEETINGS.
PLEASE INCLUDE THIS ACKNOWLEDGEMENT WITHIN YOUR BFO PROPOSAL.

Yes, City representatives will be part of all discussions and meetings. A market sounding has several benefits, two of which are: (1) explaining the project to the market and generating enthusiasm while sharing information to help well-qualified teams form early and (2) to help build consensus among owner stakeholders and to provide information and education to City staff.

2. DETAIL THE RFQ (REQUEST FOR QUALIFICATIONS) PROCESS OF PROCUREMENT AND ANTICIPATED PROCESS FOR IMPLEMENTATION.

The RFQ process in Phase 2 will be informed by the conclusions and recommendations in Phase 1. Therefore, we have provided a description of several potential methodologies that could be deployed during this Phase. Importantly, Phase 2 could be amended to incorporate the procurement of a housing developer. For purposes of this BAFO, we have focused specifically on describing the process to identify a developer to design and build the Public Safety Facility and revisioned Civic Center Park.

The important deliverables during Phase 2 are:

Lyaluation Citeria Fr AL will work with the City Early on to develop the Evaluation Citeria that y	Evaluation Criteria	vill work with the City early on to develop the evaluation criteria that will be
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used to assess qualifications and proposals. Putting this work at the front of the procurement helps to align stakeholder views about what the City is looking for in

its P3 partner and how they will be selected.

Procurement Documents

PFAL will work in close conjunction with the City's engineer, technical staff, lawyers, and the end users of the facility to help the City define and draft the RFQ and RFP and drop-down documents such as Technical Requirements and performance specifications. These documents will shape the procurement and impact the

competitive dynamics that will drive value.

DB contract and/or full Project
Agreement

Ideally, this document will allocate financial and technical risks to the Project parties best able to manage those risks. The team, along with the City's lawyers and possible external counsel, will play an active role in ensuring that the City's interests are protected while looking to allocate delivery risks in the most efficient manner.

Evaluation The team will have an active role in evaluating proposals, helping to determine

whether the submittals are compliant, and facilitating evaluation of the proposals

along the pre-agreed criteria.

As the scope of the Project and the associated procurement strategy that will be adopted in Phase 2 are contingent on the decisions in Phase 1, the pattern of meetings with the City will be determined once Phase 1 has been concluded. It is likely, however, that the team will participate in confidential, in-person, meetings to support the City as it negotiates the Project documentation with the shortlisted bidders.



Potential Delivery Method – Example Procurement Schedule Comparison Chart

Option 1	Option 2	Option 3
Traditional Delivery	DBFOM Hard Bid Delivery	DBF PDA Delivery
CEQA review begins/preferred site identified	CEQA review begins/preferred site identified	CEQA review begins/preferred site identified
Draft evaluation criteria, RFQ, RFP, and DB Contract	Draft evaluation criteria, RFQ, RFP including Project Agreement and performance specifications	Draft evaluation criteria, RFQ, and Project Agreement including performance specifications
Initiate DB Hard Bid Procurement – issue RFQ		
Approve Hard Bid, RFQ shortlist	Approve and initiate DBFOM Hard Bid Procurement – issue RFQ	Initiate Predevelopment Agreement (PDA) Procurement – RFQ release
Shortlist reviews and selection	Shortlist reviews and selection	Approve PDA RFQ shortlist
		Issue PDA RFP
CEQA review ends, site confirmed	CEQA review ends, site confirmed	CEQA review ends, site confirmed
Issue Hard Bid RFP	Issue Hard Bid RFP	Proposal Development
Proposal Development	Proposal Development	PDA Proposal Due Date
Hard Bid Proposal Due Date		
Evaluate; select preferred proposer; award	Proposal Due Date	Evaluate; select preferred proposer; award
Finalize, approve, and execute DB Agreement	Evaluate; select preferred proposer; award	Negotiate, approve, and execute PDA with selected Developer Scope and budget adjustments as needed
	Finalize and execute DBFOM Project Agreement	PDA phase work begins (including negotiation of DBF Project Agreement)
Financial Close Notice to Proceed Design & Construction Commences	Financial Close Notice to Proceed Design & Construction Commences	Scope and budget adjustments as needed
		Finalize DBF Agreement Approve and execute DBF Agreement
		PDA Phase Work ends Financial Close Notice to Proceed Design & Construction Commences
Occupancy DATE TBD (based on construction period)	Occupancy DATE TBD (based on construction period)	Occupancy DATE TBD (based on construction period)



4. PROVIDE A SEPARATE COST AND BUDGET SUMMARY OF TASKS FOR EACH SUBCONTRACTOR(S) AND/OR PROJECT TEAM MEMBER FOR IMPLEMENTATION AND COMPLETION OF PHASE 2 TASKS.

The outcomes of the Phase 1 work will determine the procurement scope and strategy for subsequent phases (Phases 2-5). Given the unknown conclusions of Phase 1, Phase 2 and 3 Budgets are estimates based on our experience delivering these services.

(i) Phase 2

As is typical, we anticipate that the soft costs associated with a Design Build project delivery will constitute approximately 12-15% of the total project cost, and these will vary depending on the contract terms. The project management support that would be provided by the PFAL team (including program, design, commercial, and technical support) typically constitutes 3-4% of the total project cost. Here we have provided a rough indication of costs based on Option 1 and Option 2. These costs are indicative only and subject to refinement depending on the size and scale of the project as well as the selected delivery option.

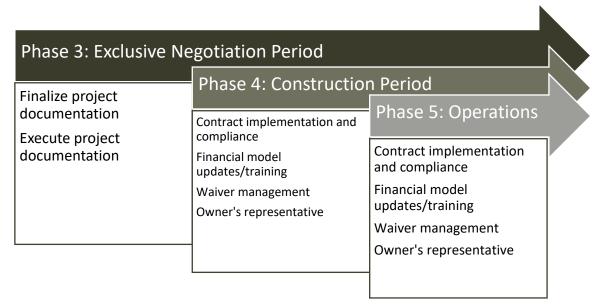
#	Task Description	Lead Firm	Option 1 Task Indicative Budget	Option 2 Task Indicative Budget
1	Undertake market outreach, RFI and convention circuit to gather feedback and publicize project	PFAL	\$15,000	\$15,000
2	Develop RFQ	PFAL	\$50,000	\$75,000
3	Prepare grant/federal financing alternatives	PFAL	\$15,000	\$15,000
4	Prepare dataroom for bidders	PFAL	\$1,000	\$1,000
5	Launch RFQ	PFAL	\$10,000	\$10,000
6	Review qualification packages	PFAL	\$20,000	\$60,000
7	Development of RFP and PA	PFAL	\$50,000	\$125,000
8	Manage dataroom	PFAL	\$2,500	\$5,000
9	Launch RFP and PA	PFAL	\$5,000	\$10,000
10	Negotiate PA with bidders	PFAL	\$20,000	\$100,000
11	Review and evaluate proposals/facilitate selection	PFAL	\$25,000	\$125,000
12	Stakeholder buy-in including preliminary schematics	PFAL + HOK	\$15,000	\$20,000
13	Technical input to procurement documents, performance specifications, technical evaluation	Altus	\$75,000	\$100,000
14	Update Project Cost ROM and proposed construction schedule	Dharam	\$30,000	\$30,000
15	Develop RFQ/RFP project cost evaluation criteria	Dharam	\$30,000	\$40,000
16	Performance Specifications	HOK	\$5,000	\$10,000
17	Proposal requirements	HOK	\$5,000	\$15,000
18	Respond to RFIs - not to exceed hours	PFAL + HOK	\$10,000	\$20,000
19	High-level Proposal compliance review for design intent	HOK	\$5,000	\$10,000
20	Attend first round confidential meeting (2 days)	HOK	\$10,000	\$10,000
21	Develop real estate issues	HR&A	\$0	\$20,000
Tota	al		\$398,500	\$816,000



PHASES 3, 4, AND 5

The Execution Stage itself comprises three phases: (i) Phase 3 – the Exclusive Negotiation Period; (ii) Phase 4 – the Construction Period; and (iii) Phase 5 – Operations. The prior Preparation Stage culminated in the selection of a preferred bidder. In Phase 3, we will finalize the terms of the Project documentation and will end with execution of these documents at a commercial/financial close. From beginning to end, Phase 3 is estimated to last 24 weeks (about 5 and a half months). Phases 4 and 5 represent post-close phases of the procurement. The team's tasks at this point are focused on helping the City to implement and enforce the contract to ensure performance of maintenance and operations requirements. The figure below summarizes:

Figure 1 - Phases of the Execution Stage



The following table summarizes the tasks, deliverables, timing requirements of each phase within the Execution Stage.



Table 1 - Task Breakdown of Phases in the Execution Stage

Phase	Tasks	Deliverables	Estimated Timing Requirements
Phase 3	 Negotiate PA with preferred bidder Finalize Program Design Finalize Plan of Financing Finalize Construction & O&M arrangements Finalize Project Documentation 	■ Final PA ■ Commercial/financial close	24 weeks
Phases 4 and 5	 Contract implementation and compliance Financial model updates/training Waiver management Owner's representative Enforcement of performance requirements 	 Training Waiver assessment/recommendations Owner's representative reports 	To be confirmed

6. CONCLUSION

The team constituents, PFAL, HOK, Altus Group, HR&A, and Dharam Consulting, afford the City excellent qualifications across the four essential disciplines of procurement advice: financial/commercial, technical, design, and development. The team can draw on the broadest and deepest cross section of highly relevant experience to help the City determine the most appropriate procurement strategy; one that will deliver best value and is manageable within the City's requirements.

On behalf of the wider team, PFAL thanks the City for the opportunity to work on the Garden Grove Civic Center Project.

APPENDICES

APPENDIX I - OPTIONAL ADDITIONAL SCOPE ITEMS

APPENDIX II - STAFF RATES 2022

APPENDIX III – HIGHLINE EXPERIENCE

APPENDIX IV - SAN FRANCISCO CRIME LAB & POLICE STATION

GARDEN GROVE CIVIC CENTER - P3 CONSULTING SERVICES

APPENDIX I

Optional Additional Scope Items



WORK PLAN - PHASE (1) OPTIONAL SCOPE

To present a budget that is both responsive to the RFP and cost effective, PFAL has proposed a Phase (1) Core Scope of Work that is dependent on specific assumptions. Our experience tells us that certain additional services may be attractive to the City for community and stakeholder engagement, project definition, and support for the recommended project delivery method. Here we presented these optional items to give the City choices and a reasonable expectation around the fee implications of additional services.

- Value-for-Money (VfM) Study
- Risk Assessment
- Risk Review/Workshop (Public Safety)
- Risk Review/Workshop (Parks/Open Spaces)
- Risk Review/Workshop (Affordable Housing)
- Design Visioning Session in person (Owner)
- Program Validation remote (Owner)
- [Additional] Site test fit remote (Owner)
- Architectural Room data sheets remote (no engineers)
- Program Narratives
- Co-ordination Meetings (HOK and PFAL)
- Iterative design process support / Risk analysis / Ownership, governance, and delivery analysis / P3 suitability test and VFM analysis
- Public realm capital funding
- Public realm programming and governance
- Real estate market analysis
- Real estate financial analysis
- Affordable housing analysis

APPENDIX II

Staff Rates





STAFF RATES - 2022

Vice President/Engagement Lead	PFAL	\$320
President/Project Oversight, Deputy Project Manager	PFAL	\$350
Managing Director/Procurement Strategist	PFAL	\$340
Manager/Model Lead	PFAL	\$300
Associate/Analyst and Modeler	PFAL	\$290
Director/Technical Lead	Altus	\$315
Senior Director/Technical Advisor	Altus	\$415
Director/Technical Advisor	Altus	\$300
Associate Director/Technical Advisor	Altus	\$275
Senior Cost Consultant/Technical Advisor	Altus	\$240
Cost Consultant/Technical Advisor	Altus	\$175
Director	Dharam	\$210
Director	Dharam	\$210
Senior Consultant	Dharam	\$210 \$175
		'
Principal in Charge	HOK	\$380
Project Manager	HOK	\$250
Planner Programmer	HOK	\$350
Lead Designer	HOK	\$320
Structural Engineer	НОК	\$310
Mechanical Engineer	HOK	\$205
Electrical Engineer	HOK	\$230
Plumbing Engineer	HOK	\$215
Security	HOK	\$315
Sustainability	НОК	\$230
Specifications	НОК	\$260
Partner	HR&A	\$450
Partner	HR&A	\$450
Principal	HR&A	\$395
Director	HR&A	\$345
Senior Analyst	HR&A	\$255
Analyst	HR&A	\$200
Partner	HR&A	\$450

APPENDIX III

Highline Experience





Determining the Economic Benefit of Transforming the High Line

CLIENT

Friends of the High Line

LOCATION

New York, NY

YEAR

2013

SERVICES

- Economic Impact Analysis
- Funding & Financing Strategy
- Market Analysis
- Governance Strategy

REFERENCE

Adam Ganser Vice President of Planning and Design Friends of the High Line adam.ganser@thehighline.org (212) 206-9922 Friends of the High Line crafted the business case for transforming a formerly abandoned railway into a vibrant public park using HR&A's economic benefits analysis and land use strategies.

CHALLENGE

When Friends of the High Line sought to convert the High Line, an abandoned railway on Manhattan's west side, into a public park, HR&A prepared an economic and fiscal impact study to demonstrate that the economic and social benefits of converting the rail line would far outweigh the necessary capital costs of development.

SOLUTION

In addition to assessing the economic and fiscal benefits of converting the High Line to a public park, HR&A also worked with the Friends of the High Line and the New York City Department of Planning to develop an innovative rezoning overlay that encouraged surrounding development to preserve and protect the park. This overlay transferred air rights to nearby land parcels and consisted of three parts: a floor area transfer mechanism to preserve light, air and views of the park; a floor area bonus in exchange for building park access, structural restoration and open space development; and special bulk regulations that built on the surrounding neighborhood's distinct cultural and artistic character.

IMPACT

The award-winning West Chelsea rezoning ultimately preserved private property rights, protected the historic railway structure, catalyzed contextual real estate development, and enhanced the position of West Chelsea and the Meatpacking District as the center for art and culture in Manhattan.

The High Line has now hosted over seven million visitors, and over 30 development projects have been planned or developed in the area. Since HR&A's initial projections, the High Line has generated \$52 billion in net new economic activity for the City and will contribute \$1 billion in tax revenues by 2027, which exceeds the City's investment by 800 percent.



The High Line + The High Line 18th Street Plaza

LOCATION

New York, NY

SERVICES

Cost Estimating Services

SIZE

7 acres

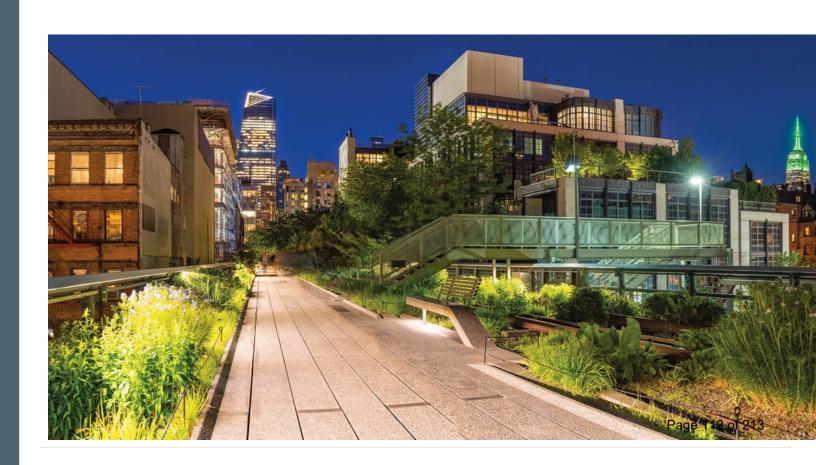
SERVICE DATES

2013 - 2017

This project is a 1.5-mile-long elevated park in the heart of mid-town Manhattan.

Our cost team have worked on phase 2 and 3 of The High Line project, providing cost management services including budget setting, cost estimating and reconciliation with the CM.

In addition, our cost team have provided cost management and value engineering services during multiple design stages on a new 9,500 SF at-grade plaza located between West 17th and West 18th Street at the High Line, which includes paving, built-in and movable furnishings, canopy trees, and understory plantings.



APPENDIX IV

HOK's San Francisco Police and Crime Lab













































City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Lisa L. Kim

Dept.: City Manager Dept.: Community and Economic

Development

Subject: Approval of a Commercial Date: 7/12/2022

Purchase Agreement and Joint Escrow Instructions with KJ Investments Group LLC for property located at

11277 Garden Grove Boulevard. (Cost:

\$8,049,000) (Action Item)

OBJECTIVE

For City Council's approval for the City to enter into a Commercial Purchase Agreement and Joint Escrow Instructions with KJ Investment Group, LLC for the acquisition of 11277 Garden Grove Boulevard, Garden Grove.

BACKGROUND

In May 2022, the City Council approved an interim Lease Agreement with KJ Investments Group that provided for leasing of 15,250 square feet, second floor office space located at 11277 Garden Grove Boulevard. The proposed offices would accommodate additional work space needed for the Police Department Special Resources Team and Community Liaison Unit. The lease term provided for one-year term with five (5) one-year extensions at a monthly rate of \$1.25 per square foot or \$19,062.50 on a monthly basis. Currently, an assessment of minor renovation work is in process to prepare the offices for occupancy.

DISCUSSION

Through an expression of interest, KJ Investments Group inquired if the City of Garden Grove would be interested in advancing the *Option to Purchase* for acquisition of property located at 11277 Garden Grove Boulevard (the "Property") pursuant to the approved Lease Agreement (Attachment No. 1). The Property is improved with a two-story office building containing 30,835 gross square feet, approximately 30,500 net rentable square feet, currently configured with eight office units. The building was originally constructed in 1980 and a surface parking lot containing 146 spaces. Per the Assessor's mapping, the Assessor Parcel Number is 090-171-35 and the lot size is 1.85 acres or 80,586 square feet.

Staff and KJ Investment Group began property acquisition negotiations. The terms of the Commercial Purchase Agreement and Joint Escrow Instructions (Attachment No. 2a and 2b) outlines a negotiated purchase price of \$7,999,000 which is within the Fair Market Value appraisal range of \$7,900,000 to \$8,250,000 determined by R.P. Laurain & Associates, Inc. Also, a Phase 1 Environmental Assessment Report Leighton Consulting concluded no further prepared by assessment recommended. KJ Investments Group has requested an accelerated escrow closing on or about July 22, 2022. Following Council consideration this evening, coordination with the escrow company and title officer will be underway.

In summary, acquisition of 11277 Garden Grove Blvd will offer strategic planning benefits for the future and modernization of the GGPD public safety facility. The property location within the Civic Center area is ideal to serve as interim GGPD building during future construction or potentially become an alternative site for a new GGPD public safety facility location. Work associated with project feasibility and site alternative analysis is part of the Civic Center Community Engagement effort.

FINANCIAL IMPACT

Funds are budgeted in the Biennial Budget for FY 2021-2022 and FY 2022-2023 for the civic center/public safety facilities project.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Commercial Purchase Agreement and Joint Escrow Instructions with KJ Investment Group, LLC for the acquisition of 11277 Garden Grove Boulevard by the City in the amount of \$7,999,000, and an amount \$50,000 for escrow and title related costs; and,
- Authorize the City Manager to execute the Purchase Agreement and Joint Escrow Instructions on behalf of the City, and make minor modifications thereto as needed.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Attachment No. 1 - Lease Agreement	6/30/2022	Agreement	GG_LEASE_11277_Garden_Grove_Blvd_(Final_050322).pdf
Attachment No. 2a - Purchase Agreement	7/8/2022	Agreement	DOC-20220708-10_00_03.pdf
Attachment 2b - Purchase Agreement (Addendum 1)	7/8/2022	Agreement	DOC-20220708-09_53_39.pdf

LEASE AGREEMENT BETWEEN KJ INVESTMENT GROUP, LLC AND CITY OF GARDEN GROVE

This Lease Agreement ("Lease") is made and entered into by and between **KJ INVESTMENT GROUP, LLC** ("Landlord") and **CITY OF GARDEN GROVE**, a California municipal corporation ("Tenant") as of **July 1, 2022**. Landlord and Tenant are referenced in the aggregate as the "Parties" and sometimes, when a provision applies to each of them individually, as a "Party."

Recitals

- A. Landlord currently owns certain real property located at 11277 Garden Grove Blvd., in the City of Garden Grove, California, Assessor's Parcel No. 090-171-35 ("Premises"). Tenant wishes to lease the second floor of the Premises, which is comprised of approximately 15,250 sq. ft. of leasable office space, suite numbers 200 to 220.
- B. Tenant wishes to use the leased Premises for office uses for its police department.
- C. Landlord has agreed to let the Premises to Tenant subject to the terms and conditions of this Lease.
- D. Tenant shall further have the option to purchase the Premises subject to the terms and conditions hereof.

NOW THEREFORE, the Parties hereto agree as follows:

Agreement

1. <u>Lease of Premises</u>.

- (a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the entire second floor of the Premises according to the terms of this Lease.
- (b) The Effective Date of this Lease is October 1, 2022. It is understood by the Parties that Landlord shall have completed the one-time repair/maintenance items listed in Exhibit "A" attached hereto and made a part hereof, prior to the Effective Date.

2. Rent.

- (a) <u>Monthly Base Rent</u>. Tenant agrees to pay Landlord, without notice or demand, offset or deduction, monthly rent in the sum of Nineteen Thousand Sixty-Two Dollars and Fifty Cents (\$19,062.50) per month commencing on the Effective Date, in advance, on or before the 5th day of each month.
- (b) <u>Proration.</u> Rent for any period which is less than one month shall be a prorated portion of the monthly installment based upon a 30 day month. Rent shall be paid to Landlord

without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.

- (c) <u>Late Charges</u>. Tenant acknowledges that late payment of rent or other sums due will cause Landlord to incur costs, the exact amount of which will be difficult to ascertain. Accordingly, if any installment of rent or any other sum due form the Tenant is not received by Landlord within five (5) days of the date on which it is due, Tenant shall pay to Landlord as additional rent the lesser of the maximum amount allowed by law or five percent (5%) of such overdue amount. In addition, Tenant shall pay Landlord any attorneys' fees or notice/process service fees incurred by Landlord by reason of Tenant's failure to pay rent or other charges when due hereunder. In addition, all unpaid amounts shall accrue interest from the date due the lesser of the maximum rate allowed by law or 7% per annum until paid.
- (d) No Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such payment of Rent or to pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Premises shall reinstate, continue or extend the Term.

3. Term and Termination.

- (a) <u>Term and Renewal.</u> This Lease shall be for a one (1) year term, commencing as of the Effective Date. The Parties may extend the term of this Lease for up five (5) terms of 12 months each, for a total of six (6) years. Tenant shall provide Landlord at least 90 days' notice (but no more than 180 days) of its intent to seek an extension of the Lease for each extension period. The Parties agree to meet, confer, and memorialize the agreement to extend the lease for each additional extension period prior to the expiration of the then current term.
- (b) Termination and Holding Over. Either Party may terminate this Lease for any reason upon 90 days written notice to the other, termination of which shall be effective immediately upon the end of the 90 days' period. Upon termination of this Lease, possession of the Premises, including all structures, building, and/or improvements thereon, shall be surrendered to Landlord immediately. In the event Tenant holds over beyond the term herein provided with the express or implied consent of the Landlord, such holding over shall be from month to month only, subject to the conditions of this Lease. Such holding over shall not be construed as a renewal of this Lease and shall be at the monthly compensation provided in this Lease. Such holdover period shall be subject to termination upon 30 days' notice.
- (c) <u>Trade Fixtures and Personal Property</u>. Upon the termination of the Lease, Tenant shall remove all of its trade fixtures, furniture, equipment, and signs on the Premises to the extent they are not permanently affixed, and immediately repair any damage resulting from such removal so as to leave the Premises in the condition required in this section. Tenant may finance its movable fixtures and equipment installed in the Premises, and such financing will not be considered an Assignment, provided it does not confer an interest in the Premises.

- (d) Ownership of Improvements; Condition on Tenant's Surrender. On the date of termination of this Lease, Tenant shall peaceably surrender and quit the Premises and all improvements broom clean, in good order, condition and repair, reasonable wear and tear excepted only. At its expense, Tenant shall remove all of its trade fixtures and personal property and repair any damage to the Premises occasioned by removal of these items.
- 4. <u>Security Deposit.</u> Upon execution of this Lease, Tenant will pay Landlord a Security Deposit in the sum of \$19,062.50. The Security Deposit shall not bear interest and will be held by Landlord as security for Tenant's faithful performance of all of Tenant obligations under this Lease. If Landlord applies all or part of the Security Deposit to the payment of Rent or to any loss or damage to Landlord due to Tenant's default, then within 5 days after Notice, Tenant will deposit sufficient cash with Landlord to restore the Security Deposit to the amount originally deposited. If Tenant performs all of its obligations under this Lease, the Security Deposit or any remaining balance will be returned to Tenant within 15 days of the expiration or earlier termination of this Lease.

5. Possession and Opening Date.

- (a) <u>Tenant's Right of Possession</u>. Landlord shall not be obligated to deliver possession of the Premises to Tenant until Landlord has received from Tenant certificates of insurance or evidence of self-insurance as required in this Lease. Commencing on the Effective Date, Tenant shall pay the first installments of Monthly Base Rent, the estimated share of Additional Rent and Taxes subject to section 2(b), and any other sum of money or charges due hereunder.
- (b) <u>Delivery of Possession</u>. Landlord shall be deemed to have delivered possession of the Premises to Tenant upon the Effective Date.
- (c) <u>Governmental Approvals</u>. Tenant shall be responsible for achieving all approvals and permits from governmental agencies having jurisdiction over the Premises necessary to conduct Tenant's operations on the Premises.

6. Use of Premises.

- (a) <u>General Use</u>. Tenant shall use and occupy the Premises, solely for its customary use as office uses.
- (b) <u>Limitations</u>. Notwithstanding the foregoing permitted uses in subsection (a), Tenant shall not cause or permit the Premises to be used in any way that: (i) constitutes a violation of any law, ordinance, or governmental regulation or order regulating the manner of use by Tenant of the Premises (including, without limitation, any law, ordinance, regulation or order relating to Hazardous Materials), (ii) constitutes a nuisance or waste, or (iii) increases the cost of any insurance relating to the Premises paid by Landlord. Tenant shall obtain, at its sole cost and expense, all governmental permits, licenses and authorizations of whatever nature required by any governmental agencies having jurisdiction over Tenant's use of the Premises. Further, Tenant, at its sole cost, will comply with all applicable governmental laws and regulations in connection with its operations within the City of Garden Grove.

- (c) <u>Safety</u>. Tenant shall immediately correct any unsafe condition of the Premises, as well as any unsafe practices occurring thereon. Tenant shall cooperate fully with Landlord in the investigation of any injury or death occurring on the Premises, including a prompt report thereof to Landlord's property manager or designee.
- (d) <u>Nuisances and Annoyances</u>. Tenant shall not use or permit the use of the Premises in any manner which creates a nuisance or measurable annoyance to persons outside the Premises except as may be required by law or necessary or advisable for safety purposes.

7. Taxes.

- (a) Real Property Taxes. Should the property interest conveyed by this Lease be subject to real property taxation and/or assessments, subject to section 2(b), Tenant shall pay, before delinquency, all lawful taxes, assessments, fees or charges which may be levied by the State, County, City, or any other tax or assessment-levying body upon the Premises and any improvements thereon. "Taxes" shall include any form of tax or assessment (whether special or general, ordinary or extraordinary, foreseen or unforeseen), license fee, tax or excise on Rent or any interest of Landlord or Tenant (including any legal or equitable interest of Landlord or its beneficiary under a deed of trust, if any) in the Premises or the underlying realty. Taxes for any partial year shall be prorated.
- (b) <u>Personal Property Taxes</u>. Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall use commercially reasonable efforts to have personal property taxed separately from the Premises. If any of Tenant's personal property is taxed with the Premises and paid by Landlord, Tenant shall reimburse Landlord the taxes for the personal property within 15 days after Tenant receives a written statement from Landlord for such personal property taxes, together with reasonable evidence showing the amount of personal property taxes paid by Landlord.
- (c) <u>Contesting Taxes</u>. Tenant shall have the right to contest any Taxes, at its own cost and in its own name, and Landlord shall not pay any such Taxes; provided, however, that Tenant shall take such steps as may be required to perfect the contest, including payment of the Taxes under protest prior to an appeal of adverse determination of the contest. Upon final determination of any such contest (and if the Taxes have not already been paid under protest), Tenant shall pay the Taxes for which it is responsible hereunder as they are finally determined and all penalties, interest, costs, and expenses which may thereupon be due or have resulted therefrom. If Tenant contests any Taxes and such contest interferes with any proposed sale, financing or refinancing affecting the Premises, which Landlord has either commenced or is about to commence, upon Landlord's written request, Tenant shall either furnish to Landlord security in the amount of such contested Taxes, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount.

8. Utilities.

- (a) <u>Electrical and Plumbing</u>. Landlord shall provide the physical installation of electrical and plumbing (including landscape irrigation) utilities to the Premises, excluding any service charges for starting service.
- (b) <u>Utility Charges</u>. Tenant agrees to pay directly to the appropriate utility company all charges for all utilities, including electric, gas, telephone, cable television, telecommunications, water, sanitary sewer lines, drainage facilities, trash, or any other utilities and other systems and lines exclusively serving the Premises. It is understood by the Parties that this section shall apply only to the portion of the Premises leased and occupied by Tenant. Tenant shall not be liable for costs/charges associated with property outside the scope of this lease.
- (c) <u>Waiver of Liability</u>. Regardless of the entity supplying any of the utilities or providing any service referred to in this section, Landlord shall not be liable in damages for any failure or interruption of any utility or service unless such failure was due to the intentional or negligent acts of Landlord or its agents. No failure or interruption of any utility or service shall entitle Tenant to terminate this Lease or discontinue making payments of Rent.
- (d) <u>Tenant's Nonpayment</u>. If Tenant fails to timely pay any charges referred to in this section, Landlord may pay the charge and Tenant shall reimburse Landlord such amount, as Additional Rent, within 5 days of demand therefor.
- **Improvements and Signage.** Except as provided in Exhibit "B" and as may exist on the Premises as of the Effective Date, no structure, sign or other improvement of any kind shall be constructed on the Premises by Tenant, its employees, agents or contractors without the prior written approval of Landlord in each case. Approval may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. No changes, modifications or alterations from approved plans and specifications may be made without Landlord's prior written approval. No approval by Landlord of any plans or specifications shall constitute (i) approval of architectural or engineering sufficiency or representation, or (ii) warranty by Landlord as to the adequacy or sufficiency of the plans and specifications or the improvements contemplated for Tenant's use or purpose. Landlord, by approving the plans and specifications, assumes no responsibility or liability for any defect in any improvements constructed on the basis of the plans and specifications. Tenant expressly agrees to comply with all applicable signage ordinances and shall be responsible for the general maintenance and repair of any signage to the Landlord's satisfaction. Landlord has approved the improvements listed in Exhibit "B" attached hereto and made a part hereof.

10. Maintenance and Repairs.

- (a) <u>Maintenance</u>. The following requirements shall apply to Tenant upon the effective date of this Lease or occupancy of the Premises by Tenant.
 - (1) <u>In General</u>. Tenant shall, at Tenant's sole expense, keep the Premises, utility installations, and other improvements in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of

the Premises), including, but not limited to, all equipment or facilities, such as pluming, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Landlord pursuant to subdivision (c) below. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specially including the procurement and maintenance of the service contracts required by subdivision (a)(2) below. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. All replacements shall be of a quality equal to or exceeding that of the original.

- (2) <u>Service Contracts.</u> Tenant shall, at Tenant's sole expense, procure and maintain contracts, with copies to Landlord, in customary form and substance for, and with licensed contractors specializing and experienced in the maintenance of the HVAC equipment. Tenant shall provide Landlord copies of work performed by said contractors upon demand. Landlord retains the right, upon failure of Tenant, after 15 days' notice and demand to contract with a contractor as required herein, to procure and maintain any or all of such service contracts, and Tenant shall reimburse Landlord, upon demand, for the cost thereof.
- (3) Failure to Perform. If Tenant fails to perform Tenant's obligations under this section, Landlord may, but shall not be obligated to, enter upon the Premises after 10 days' prior written notice to Tenant (except in the case of emergency, in which case no notice shall be required), and perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair, without liability to Tenant for any loss that may accrue to Tenant's Business as a result, and Tenant shall promptly pay to Landlord a sum equal to 115% of the cost thereof.
- (b) <u>Damage</u>. Tenant shall be responsible for any damage done in or to the Premises caused by Tenant or its employees, agents, contractors, customers or invitees, or any burglar, vandal, or unauthorized entrant.
- (c) <u>Capital Repairs and Improvements</u>. Except for improvements to the Premises made by or on behalf of Tenant for Tenant's use of the Premises, or damages caused by Tenant pursuant to subdivision (b) above, which will be the responsibility of Tenant, should the need for capital repairs or improvements to the Premises arise during the Lease term (including, without limitation (i) the structural components of the Building consisting only of the foundation and members supporting the roof, and (ii) utility lines outside the boundaries of the Building), such repairs or improvements shall be made by Landlord. Tenant shall give Landlord written notice of any repair required to be made by Landlord. Tenant hereby waives and releases any right it may have to make repairs at Landlord's expense under Section 1941 and 1942 of the California Civil Code, or under any similar law, statute or ordinance.
- 11. <u>Landlord's Right of Entry.</u> Landlord or its authorized representatives may enter the Premises following at least 72 hours' notice to Tenant during Tenant's regular business hours (except in a case of emergency) to: (a) inspect the Premises; (b) perform any obligation or exercise any right or remedy of Landlord under this Lease; (c) make repairs, alterations, improvements or additions to

the leased Premises or to other portions of the Premises; (d) perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter; and (e) perform work that Landlord deems necessary to prevent waste or deterioration of the Premises should Tenant fail to promptly commence and complete such repairs within 15 days after Notice. In exercising its right of entry provided for herein, Landlord and its contractors shall minimize any alteration or disruption to Tenant's use of the Premises.

- **Liens.** Tenant shall not permit to be placed against the Premises, or any other part of the **12.** Premises, any mechanics', materialmen's, contractors', subcontractors' or other liens. Tenant shall indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from all liability for any and all liens, claims and demands, together with the costs of defense and reasonable attorneys' fees related to same. Landlord reserves the right, at any time and from time to time, to post and maintain on the Premises, any portion thereof or on the improvements on the Premises any notices of non-responsibility or other notice as may be desirable to protect Landlord against liability. In addition to and not in limitation of Landlord's other rights and remedies under this Lease, should Tenant fail, within 15 days of a written request from Landlord, to discharge any lien or claim related to Tenant's use of the Premises or the Premises, or to indemnify, hold harmless and defend Landlord from and against any loss, damage, injury, liability or claim arising out of Tenant's use of the Premises as provided above, then Landlord, at its option, may elect to pay any lien, claim, loss, demand, injury, liability or damages, or settle or discharge any action or satisfy any judgment and all costs, expenses and attorneys' fees incurred in doing so shall be paid to Landlord by Tenant upon written demand, together with interest thereon at the rate of 7% per annum (but in no event more than the maximum interest rate permitted by law) from the date incurred or paid through and including the date of payment.
- 13. **Indemnity**. As a material part of the consideration to Landlord, Tenant shall pay for, defend (with an attorney approved by Landlord), indemnify, and hold Landlord and its elected and appointed officials, officers, employees, representatives and agents (together "Indemnitees") harmless from any real or alleged damage or injury and from all claims, judgments, liabilities, penalties, costs and expenses, including attorneys' fees and costs (collectively, "Costs"), in any way connected to Tenant's (or anyone acting directly or indirectly by or through Tenant) use or operation on the Premises, or any repairs, alterations or improvements which Tenant may make or cause to be made on the Premises, or by any breach of this Lease by Tenant, or by any existing or future condition, defect, matter or thing or about the Premises or any part thereof or any equipment or appurtenance therein and any loss or interruption of business or loss of Rent income resulting from any of the foregoing; provided, however, Tenant shall not be liable for Costs to the extent such damage or injury is ultimately determined to be caused by the negligence or misconduct of Landlord. Notwithstanding the foregoing, Tenant shall in all cases accept any tender of defense of any action or proceeding in which any of the Indemnitees is or are named or made a party and shall, notwithstanding any allegations of negligence or misconduct on the part of any of the Indemnitees, defend the Indemnitees as provided herein until a final determination of negligence or misconduct is made. Costs shall also include all of Indemnitees' reasonable attorneys' fees, litigation costs, investigation costs and court costs and all other costs, expenses and liabilities incurred by any of the Indemnitees or their counsel(s) from the first Notice that any claim or demand is to be made or may be made. Notwithstanding any other provision hereof, Tenant's obligations under this section shall survive the termination of this Lease.

14. Insurance.

- Commercial General Liability. Tenant, at its sole cost and expense, shall, during the entire Term, any extension and holdover period, keep in full force and effect a policy or policies of commercial general liability insurance and property damage insurance with respect to the Premises and the operations by Tenant in which the combined single limit of liability shall be not less than \$2,000,000. Tenant shall also maintain a standard form all-risk policy covering fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and other perils of direct physical loss or damage insuring the personal property, trade fixtures and equipment of Tenant. Said policies shall name Landlord as additional insured and contain a clause that the insurer may not cancel or change the insurance coverage limits without first giving Landlord 30 days' prior written notice, except cancellation for nonpayment of premium, in which case only 10 days' prior written notice shall be required. Tenant's commercial general liability insurance shall include a contractual liability endorsement insuring performance of all indemnities of Tenant under this Lease and a cross-liability endorsement to the extent insurable. Said insurance policy shall be with an insurance company or companies with general policy holders' rating of not less than "A-VIII" as rated in the most current available Best's Key Rating Guide and which are qualified to do business in the state in which the Premises are located. Tenant may satisfy this insurance requirement through a program of self-insurance.
- (b) Risk of Loss. Landlord shall not be liable for injury to any person or for any damage to personal property sustained by Tenant or others that are caused by any defects in said Premises or the Premises, or any service facilities or due to the happening of accident, including any damage caused by water, wind storm, or by any gas, steam, electrical wiring, sprinkler system, plumbing, heating or conditioning apparatus; theft; or acts or omissions of co-tenants or other occupants of the Premises, or hereafter occurring therein or due to any part or appurtenance thereof, including any and all furniture, fixtures, and equipment of Tenant becoming out of repair, or from any act or omission of Tenant.
- (c) <u>Waiver of Subrogation</u>. Tenant hereby releases Landlord from liability and waives all right of recovery against Landlord for any loss in or around the Premises from perils insured against under its fire or liability insurance contracts, including any all risk endorsements thereof, whether due to negligence or any other cause, provided that this section shall be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage of Landlord or Tenant. Nothing herein shall relieve Tenant of its obligation to request and procure, to the extent available on a commercially reasonable basis, the necessary endorsements required to validly waive subrogation in accordance with this section. Tenant shall, at the request of Landlord, execute and deliver to Landlord a Waiver of Subrogation in the form and content as reasonably required by Landlord's insurance carrier. To the extent Tenant fails to maintain the insurance required under the terms of this Lease, such failure shall be a defense to any claim asserted by Tenant against Landlord by reason of any loss sustained by Tenant due to circumstances that would have been covered had such required insurance been maintained.
- (d) <u>Certificate of Insurance</u>. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant under the provisions of this Lease shall be delivered to Landlord upon or before the delivery of the Premises to Tenant for any purpose. Each

of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall expressly evidence insurance coverage as required by this Lease.

15. Destruction.

- (a) <u>Non-Termination and Non-Abatement</u>. Except as expressly provided in subsection (b), no destruction or damage to the Premises or any improvements located thereon by fire, windstorm or other casualty, whether insured or uninsured, shall entitle Tenant to terminate this Lease or to an abatement of Rent hereunder; provided, however, that both Landlord and Tenant each reserve rights to terminate this Lease upon 30 days' notice as provided herein.
- (b) Repair of Damage. If the leased Premises is/are totally destroyed or damaged or rendered wholly untenantable by fire or other casualty, then Landlord and Tenant shall each have the right to terminate this Lease by giving Notice to the other Party within 30 days after the date of destruction. Upon termination of the Lease pursuant to this section, all insurance proceeds relating to the leased Premises shall be paid to Landlord (exclusive of Tenant coverage for personal/business property and/or personal injury). If Tenant does not terminate the Lease within 30 days from the expiration of such 30-day period, Tenant shall pay Rent unabated and all insurance proceeds shall be paid to Tenant. If the leased Premises is partially damaged or rendered partially untenantable by fire or other casualty, Tenant shall, within 30 days from the date of such destruction, begin the repair or replacement of the portion of the leased Premises affected; provided, however, that both Landlord and Tenant each reserve rights to terminate this Lease upon 30 days' notice as provided herein.
- 16. <u>Default and Remedies</u>. Should Tenant be in default with respect to any monetary obligation pursuant to the terms of this Lease for a period of 15 days, or should Tenant vacate or abandon the Premises, then Landlord may treat any such event as a material breach of this Lease and in addition to any or all other rights or remedies of Landlord by law provided, should Tenant be in default with respect to any other obligation contained in this Lease, then Landlord may request by written notice that Tenant cure the breach within 15 days. If Tenant does not cure the breach within 15 days, then Landlord may terminate this Lease. Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to Tenant or any other person to declare the Lease terminated and to re-enter and take possession of the Premises and remove all persons therefrom. Should Landlord elect to terminate this Lease pursuant to this section, Landlord may recover from Tenant all damages caused as a result of Tenant's default.
- Waiver. Any waiver by Landlord of any default or breach of any covenant, condition, term, and agreement contained in this Lease, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by Landlord to require exact, full, and complete compliance with any of the covenants, conditions, terms, or agreements contained in this Lease be construed as changing the terms of this Lease in any manner or preventing Landlord from enforcing the full provisions hereof. No delay, failure, omission of Landlord to exercise any right, power, privilege, or option arising from any default or breach, nor any subsequent acceptance of payment then or thereafter by Landlord, shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or breach, or as a relinquishment of any right. The rights, powers, options, privileges, and remedies available to Landlord under this Lease shall be cumulative.

- 18. <u>Attorneys' Fees.</u> Should either party to this Lease have to resort to litigation to enforce any provision of this Lease, the prevailing party shall be entitled to its attorneys' fees and reasonable costs incurred in litigating any dispute.
- 19. <u>Inspection</u>. Landlord and its representatives, employees, agents or independent contractors may enter and inspect the Premises or any portion of the Premises or any improvements on the Premises at any time during business hours and at other times after Landlord has provided Tenant with 72 hours advanced notice to show the Premises to potential buyers, investors or tenants or other parties, inspect the Premises, make repairs or replacements, or for any other purpose Landlord reasonably deems necessary. All visitors shall be accompanied by a Landlord representative and shall provide Tenant with identification and the purpose of the visit/inspection upon demand.
- **20. Prohibition on Assignment and Subletting.** Tenant may not assign, sublet or otherwise transfer its interest under this Lease without Landlord's prior written consent, which consent may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. Any attempted assignment, sublet or transfer made in violation of this provision shall be void.
- Notices. All notices, demands and requests which may be given or which are required to be given by any party to this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (1) on the date personally delivered to the address below prior to 5:00 p.m. (Pacific Standard Time), as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (2) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (3) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx, UPS, or DHL) addressed to such party at the address specified below; or (4) on the business day sent via facsimile transmission to the facsimile numbers below, as evidenced by a printed confirmation of the successful electronic transmission of the message prior to 2:00 p.m. (Pacific Standard Time), or otherwise delivery shall be considered to be on the following business day. For purposes of this section, the addresses of the parties for all notices are as follows:

To Landlord: KJ Investments Group LLC

Attn.: Chae Hong Chung 3440 Wilshire Blvd., Ste. 1000

Los Angeles, CA 90010 Tel.

To Tenant: City of Garden Grove

Attn.: Lisa Kim, Assist. City Manager

11222 Acacia Parkway Garden Grove, CA 92840 Tel. (714) 741-5148

22. No Principal/Agent Relationship and No Third Party Beneficiary. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent or of partnership or joint venture between Landlord and Tenant, nor shall it be construed to benefit any third party.

- 23. **Option to Purchase.** Landlord hereby grant to Tenant the exclusive right to purchase the Property over which the Premises are located at a price and under the terms and conditions set forth in Exhibit C. This option will commence on the Effective Day and will remain in effect until 5:00 p.m., December 1, 2023. This option is granted in consideration of Tenant's lease of the Premises, which was a material consideration to enter into this Lease Agreement. Furthermore, should Tenant exercise this option within one year of the Effective Date, then 40% of the Rent shall be credited to the purchase price of the Property. If Tenant fails to exercise this option in accordance with its terms and within the option period or any extension of it, then this option and the rights of Tenant will automatically and immediately terminate without notice. Thereafter, Tenant must properly execute, acknowledge, and deliver to Landlord within 45 days of a request therefor, a release, quitclaim deed, or any other document required by Landlord or a title insurance company to verify the termination of this option. Tenant must not assign this option. In the event an attempted assignment is made, in violation of this provision, then Tenant's rights under this option to purchase will automatically terminate without notice. This option will be binding on and inure to the benefit of the parties to this Lease Agreement and their heirs, personal representatives, and successors.
- **24.** Authority to Enter Into Agreement. Each Party to this Lease represents and warrants that its respective signatory has the authority to enter into this Lease and to bind it to the terms of this Lease.
- **25.** Applicable Law and Venue. This Lease shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The parties consent to the jurisdiction of the California courts with venue in Orange County.
- **Counterparts and Facsimiles.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any facsimile of any original document shall be treated as an original document. The Party submitting any facsimile must also submit a copy of the original to the other Party within a reasonable time after the transmission of the facsimile.

27. <u>Miscellaneous.</u>

- (a) The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of any provision.
 - (b) The above Recitals are an integral part of this Lease and made part hereof.
- (c) If any provision of this Lease or its application is found to be invalid or unenforceable, such determination shall not affect the other provisions of this Lease and they shall remain valid and enforceable.
 - (d) Time is of the essence in all provisions of this Lease.
- **28.** <u>Complete Agreement</u>. This Lease constitutes the entire agreement between Landlord and Tenant pertaining to the subject matter of this Lease and supersedes all prior and contemporaneous agreements, representations and understandings of Landlord and Tenant, oral or written.

- **29. Brokers.** Curtis Lighter and Liz Nguyen with Lightner Realty are the sole brokers in connection with this Lease representing solely the Landlord, and Landlord shall be solely responsible for the payment of any compensation therefor. There have been no other brokers, finders or agents involved in this Lease, and each party agrees to hold the other harmless from the failure to pay any other broker, finder or agent making a claim for compensation, commission or charges with respect to this Lease and/or the negotiation hereof.
- **30.** <u>Modification</u>. No supplement, modification, amendment or change in any terms of this Lease shall be binding on the Parties unless in writing and executed by Tenant and Landlord.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the dates below stated.

<u>LANDLORD</u>	<u>TENANT</u>
KJ Investment Group, LLC a California limited liability company	CITY OF GARDEN GROVE a California municipal corporation
By: Jay Chung Its: Dated: 5/11/2022	By: Mc. M. Its: City Manager Dated: 5/11/2022 Attest:
By: Its: Dated:	By: Turusa fomuroy Its: City Clerk Dated:
	Approved as to form: Docusigned by: May Mandown 5/11/2022 BAB1EE/79B44411 City Attorney

EXHIBIT "A"

Landlord Repair Responsibilities

Landlord agrees to complete the following one-time repair/maintenance items prior to the Tenant taking possession of the Premises:

- All electrical facilities serving the Premises, inside and outside the Building, including lighting to code and operational.
- All plumbing serving the Premises, inside and outside the Building (including landscape irrigation) to code and operational.
- Removal of any condition that would preclude the occupancy of the leased Premises pursuant to any Federal, State, or local law, including ADA compliance.
- The leased Premises shall be delivered by Landlord broom clean.
- Landlord and Tenant shall conduct a walkthrough of the Premises.
- Landlord consents to Tenant obtaining copies of architectural drawings, if any, at Tenant's cost, for any of the work performed to the Premises in connection with Landlord's Repair Responsibilities pursuant to the Lease.

EXHIBIT "B"

Improvements by Tenant Approved by Landlord

Landlord has approved the following improvements by Tenant, which do not require further approval by Landlord provided that they are constructed, installed, or reconstructed and maintained according to applicable State and local codes and regulations, if any.

- Installation of video and alarm monitoring.
- Internal Tenant improvements.

EXHIBIT "C"

Instructions for Tenant's Exercise of Option

In the event that Tenant wishes to exercise the option pursuant to Section 23 of the Lease, the Parties agree to proceed as follows:

- 1. Tenant shall notify Landlord in writing at the address in Section 21 of the Lease of Tenant's decision to exercise the option.
- 2. Within 15 business days of Tenant's notice to Landlord, the Parties will negotiate a mutually acceptable price and terms for the purchase of the Property memorialized in a purchase and sale agreement with escrow instructions.



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code) (C.A.R. Form AD, Revised 12/21)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer,
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Buyer Seller Landlord Tenant	City of Garden Grove Date	
Buyer Seller Landlord Tenant	Date	
Agent	DRE Lic. #	
Real Estate Broker (Firm)		
Ву	DRE Lic. # Date	
(Salesperson or Broker-Associate, if any)		_

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DISCLOSURE REGARDING REAL	ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF)	21
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CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT) CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner. to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real proper

transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction. 2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as 2019-17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract the contract by the seller. with the execution of that contract by the seller. CONFIRMATION: (c) The confirmation require

ANT INVIATION. (C) The committation	on required by subdivisions (a) and (b) sr	iali be in the following form:	
Seller's Brokerage Firm		ONLY	License Number
Is the broker of (check one):	the seller; or Doth the buyer and sell	er. (dual agent)	
Seller's Agent	DO NOT COMPLETE. SAMPLE		License Number
Is (check one): U the Seller's A	Agent. (salesperson or broker associate)		t. (dual agent)
Buyer's Brokerage Firm	DO NOT COMPLETE, SAMPLE		License Number
Is the broker of (check one):	the buyer; or both the buyer and sell	er. (dual agent)	
Buyer's Agent	DO NOT COMPLETE, SAMPLE	ONLY	License Number
_Is (check one): L the Buyer's A	Agent. (salesperson or broker associate)	both the Buyer's and Seller's Agen	t. (dual agent)
The disclosures and confirmation	required by this section shall be in addition	on to the disclosure required by Section	n 2079.14. An agent's duty to provid
closure and confirmation of represe	entation in this section may be performed be	by a real estate salesperson or broker as	ssociate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289) 2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or

particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent. by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent a dual agent.

2079.24 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.

2. FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:

- A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
- B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§12900-12996,12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
- C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
- D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
- E. OTHER FAIR HOUSING LAWS: Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
- 3. POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
- PROTECTED CLASSES/CHARACTERISTICS: Whether specified in Federal or State law or both, discrimination against persons
 if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is
 prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary charac	teristic

5. THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:

- A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
- B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(I)(1); 10 CCR §2780
- 6. REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
- 7. WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?

Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

Sellers

CALIFORNIA

ASSOCIATION

OF REALTORS

- Real estate licensees
- Mobilehome parks
- Insurance companies
- Landlords
- · Real estate brokerage firms
- Homeowners Associations ("HOAs");
- Government housing services
- Sublessors
- Property managers
- Banks and Mortgage lenders

8. EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:

- A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
- B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
- 9. EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:
 - Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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AGE 1 OF 2)

FAIR HOUSING & DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- 1. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
- (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
 - A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: https://www.dfeh.ca.gov/housing/
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: https://www.dre.ca.gov/Consumers/FileComplaint.html
 - E. Local Association of REALTORS®. List available at: https://www.car.org/en/contactus/rosters/localassociationroster.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
 - A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only:
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, Fair Housing Council v Roommate.com LLC, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant	City of Garden Grove	Date
Buyer/Tenant		Date
Seller/Landlord	KJ Investment Group LLC	Date
Seller/Landlord		Date

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EQUAL HOUSEAN

FHDA 10/20 (PAGE 2 OF 2)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: 11277 Garden Grove Blvd, Garden Grove CA, Garden Grove,

("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
- 2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
- 3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
- 4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
- 5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant	City of Garden Grove Date
Buyer/Tenant	Date
Seller/Landlord	KJ Investment Group LLC Date
Seller/Landlord	Date

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WFA REVISED 12/21 (PAGE 1 OF 1)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM CPA, Revised 12/21)

	repared: July	1, 2022			
1. 0	TUIC IC AN	OFFER FROM	Olfre of Ooundary Ourses	//FD 113	
Α.	. ∏Individual	(s) A Corporation A Partnersh	City of Garden Grove ip, ☐ An LLC, ☐ An LLP, or ☒ Other	("Buyer").	
В.	THE PROPE	ERTY to be acquired is	11277 Garden Grove Blvd, Garden Grov	ve CA situated	
	in	Garden Grove (City),	Orange (County), Califor	nia, (Zip Code),	
	Assessor's F	Parcel No(s).	090-171-35	("Property").	
C	(P) THE TERMS	ostal/Mailing address may be diffe	rent from city jurisdiction. Buyer is advise FIED BELOW AND ON THE FOLLOWING PA	d to investigate.)	
Ď.	Buyer and S	seller are referred to herein as the "P	arties." Brokers and Agents are not Parties to	this Agreement.	
2. A	GENCY:		_	<u>-</u>	
A.	Form AD) if	RE: The Parties each acknowledge in represented by a real estate license	receipt of a "Disclosure Regarding Real Estate ee. Buyer's Agent is not legally required to giv	e Agency Relationships" (C.A.R.	
	Signed by B	uyer. Seller's Agent is not legally obl	igated to give to Buyer's Agent the AD form Si	aned by Seller.	
В.	CONFIRMA	TION: The following agency relation:	ships are hereby confirmed for this transaction		
	Seller's Bro	kerage Firm	Lightner Realty Lice	nse Number <u>01968403</u>	
		of (check one): X the Seller; or D			
	Seller's Age	nt Elizab	eth Nguyen Lice or broker associate); or both the Buyer's and	nse Number01932102	
	Duniaria Dra	dennera Eine			
	Is the broker	of (check one): the Buyer: or b	oth the Buyer and Seller (Dual Agent).	nse Number	
	Buyor's Ago	nt —	l in	nse Number	
	Is (check one	e): The Buver's Agent (Salesperson	or broker associate); or both the Buyer's and	Seller's Agent (Dual Agent)	
C.	More than	n one Brokerage represents Seller	Buyer, See, Additional Broker Acknowledge	ement (C.A.R. Form ABA).	
D.	POTENTIAL	LY COMPETING BUYERS AND	SELLERS: The Parties each acknowled	ge receipt of a 🗶 "Possible	
3. TE	Representat	ion of More than One Buyer or Selle	r - Disclosure and Consent" (C.A.R. Form PRE	3S).	
3. TE	eferenced para	graphs provide further explanation	OSTS: The items in this paragraph are contribute form is 17 pages. The Parties are advised	to read all 17 pages	
	Paragraph	Paragraph Title or Contract	Terms and Conditions	Additional Terms	
	#	Term			
A	5, 5B	Purchase Price	\$ 7,999,000.00	X All Cash	
В		Close of Escrow (COE)	Days after Acceptance OR on X 07/15/2022 (date) (mm/dd/yyyy)		
С	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or		
1			(date) at 5PM or AM/		
D(1)	5A(1)	Initial Deposit Amount	\$ (% of purchase price)	within 3 (or) business days	
` ′			(% number above is for calculation purposes	after Acceptance by wire transfer	
			and is not a contractual term)	OR	
D(2)	5A(2)	X Increased Deposit	\$ 200,000.00 (2.5 % of purchase price)	Upon removal of all contingencies	
ļ		(Money placed into escrow after the initial deposit. Use form DID at time	(% number above is for calculation purposes and is not a contractual term)	OR(date)	
		increased deposit is made.)		OR x extension of escrow	
E(1)	5C(1)	Loan Amount(s): First	\$(% of purchase price)	Conventional or, if checked,	
	1	Interest Rate	Fixed rate or Initial adjustable rate, not to	☐ FHA ☐ VA	
	ł	Points	exceed% Buyer to pay zero points or up to % of the	(CAR Forms FVAC, HID attached) Seller Financing	
			loan amount	Assumed Financing	
		If FHA or VA checked, Deliver list of	17 (or) Days after Acceptance	Subject To Financing	
		lender required repairs		Other:	
E(2)	5C(2)	Additional Financed Amount	\$(% of purchase price)	Conventional or, if checked,	
		Interest Rate	Fixed rate or Initial adjustable rate, not to	Seller Financing Assumed Financing	
		Points	exceed% Buyer to pay zero points or up to % of the	Subject To Financing	
	c		loan amount	Other:	
E(3)	7A	Occupancy Type	Investment		
F	5D	Balance of Down Payment	\$ <u>7,799,000.00</u>		
		PURCHASE PRICE TOTAL	\$ <u>7,999,000.00</u>		
		on of REALTORS®, Inc.		^	
CPA R	CPA REVISED 12/21 (PAGE 1 OF 17) Buyer's Initials/ Seller's Initials/				
			AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 1 OF 17)	
Movoto Inc Elizabeth I	c., 1900 S. Norfolk St. S Veuven	an Mateo, CA 94403 Produced with Lone Wolf Transactions (zi	Phone: (714)878-0635 pForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 w	Fax: Garden Grove	

Propert		277 Garden Grove Blvd, Garden G		Date: <i>July 1, 2022</i>
	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	\$\(\) (\(\) % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR Other:
G(2)	ADDITIONAL	FINANCE TERMS:		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or 🗶 3 (or) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or 🔀 3 (or) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or 3 (or) Days after Acceptance	☐ Prequalification ☐ Preapproval
1			Intentionally Left Blank	
J	19	Final Verification of Condition	5 (or) Days prior to COE	
K	26	Assignment Request	17 (or) Days after Acceptance	
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
L(1)	8A	Loan(s)	17 (or) Days after Acceptance	☐ No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or	17 (or) Days after Acceptance	No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 15	Investigation of Property	17 (or) Days after Acceptance	
		Informational Access to Property Buyer's right to access the Property for does NOT create cancellation rights, a	17 (or) Days after Acceptance informational purposes only is NOT a contingency, nd applies even if contingencies are removed.	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be
L(4)	8D, 17A	Review of Seller Documents	17 (or) Days after Acceptance, or 5 Days after receipt, whichever is later	removed or waived by checking the applicable box above or attaching a
L(5)	8E, 16A	Preliminary ("Title") Report	17 (or) Days after Acceptance, or 5 Days after receipt, whichever is later	Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at
L(6)	8F, 11C	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or) Days after Acceptance, or 5 Days after receipt, whichever is later	time of offer is against Agent advice. See paragraph 8H.
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or) Days after Acceptance, or 5 Days after receipt, whichever is later	☐ CR attached
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: C.A.R. Form COP attached		
M		Possession	Time for Performance	Additional Terms
M(1)		Vacant Units; Tenant Occupied Units being delivered subject to tenant rights	Upon notice of recordation On COE date	Tenant Occupied Unit(s) to be delivered vacant (#s)
M(2)	7C	Seller Occupied	Upon notice of recordation, OR 6 PM or AM/ PM COE date or, if checked below, days after COE (29 or fewer days) days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form CL attached if 30 or more days.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	16A	Seller Delivery of Documents	7 (or) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or) Days after receipt	
N(3)	11C(2)	Time to pay fees for ordering OA Documents	3 (or) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or) Days after Acceptance	
N(5)	35	Evidence of representative authority	3 Days after Acceptance	
0			Intentionally Left Blank	

CPA REVISED 12/21 (PAGE 2 OF 17)

Buyer's Initials _

Seller's Initials ____/



Zone Disclosure ng tax information Survey Report CO detectors, water equired Point of Sale exports equired Point of Sale exports equired Point of Sale exports	Paragraph 9B are included and the follow.	Additional Terms Environmental Other
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eports equired Point of Sale ledial actions	Buyer Seller Both Buyer Seller Both KEach to pay their own fees	
edial actions	☐ Buyer ☐ Seller ☐ Both	
	X Each to pay their own fees	Escrow Holder:
urance policy	Buyer ☐ Seller ☐ Both	
initiative policy		Title Company (If different from Escrow Holder): First American Title Company
title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
tax, fees	Buyer X Seller Both	
r, fees	Buyer X Seller Both	
·	Seller	
	Buyer	
	Buyer Seller Both	Unless Otherwise Agreed, Seller shall pay for separate OA moveout fee and Buyer shall pay for separate OA move-in fee. Applies if separately billed or itemized with cost in transfer fee.
fees	Seller, or if checked, Buyer Both	
fees or costs	Buyer Seller Both	
fees or costs	Buyer Seller Both	
ancy Documents Inc	come and Expense Statements Tenant Est	coppel Certificate
		oppor continuo
DVISORIES: (check al	Il that apply)	
	s subject to the terms contained in the AdR. Form PA-PA) the terms contained in the Addenda che	cked below: dum (C.A.R. Form AFA) .R. Form SSA)
	DA: This Agreement is nase Addendum (C.A. greement is subject to	DVISORIES: (check all that apply) DA: This Agreement is subject to the terms contained in the Adnase Addendum (C.A.R. Form PA-PA) greement is subject to the terms contained in the Addenda che (C.A.R. Form ADM) Assumed Financing Adden Short Sale Addendum (C.A.R. Form BUO) Court Confirmation Addendender (C.A.R. Form SWPI)

		Trust Advisory (C.A.R. Form TA)	Short Sale Information and Advisory (C.A.R. Form SSIA)
		REO Advisory (C.A.R. Form REO)	Probate Advisory (C.A.R. Form PA)
		Other:	Other:
5.			resents that funds will be good when deposited with Escrow Holder.
	A.	DEPOSIT:	
		(1) INITIAL DEPOSIT: Buyer shall deliver deposit directly to	D Escrow Holder. If a method other than wire transfer is specified to Escrow Holder, then upon notice from Escrow Holder, delivery
		shall be by wire transfer.	o Escrow Holder, then upon notice from Escrow Holder, delivery
			paragraph 3D(2) is to be delivered to Escrow Holder in the same
		manner as the Initial Deposit. If the Parties agree to liquing	dated damages in this Agreement, they also agree to incorporate
		the increased deposit into the liquidated damages amou	nt by signing a new liquidated damages clause (C.A.R. Form DID)
		at the time the increased deposit is delivered to Escrow I	Holder.
		specifies a remedy for Ruyer's default Ruyer and	by all Parties or otherwise incorporated into this Agreement, Seller are advised to consult with a qualified California real
		estate attorney before adding any other clause spe	cifying a remedy (such as release or forfeiture of deposit or
		making a deposit non-refundable) for failure of B	uver to complete the purchase. Any such clause shall be
		deemed invalid unless the clause independently sati	sfies the statutory liquidated damages requirements set forth
	D	in the Civil Code.	ragraph 3A, no loan is needed to purchase the Property. This
	Ь.	Agreement is NOT contingent on Buyer obtaining a loan B	uyer shall, within the time specified in paragraph 3H(1), Deliver
		written verification of funds sufficient for the purchase price a	nd closing costs.
	C.	LOAN(S):	•
		(1) FIRST LOAN: This loan will provide for conventional fir	nancing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA),
		Subject To Financing, Assumed Financing, or Other is ch	necked in paragraph 3E(1).
		provide for conventional financing IINI ESS Seller Financing	nanced amount is specified in paragraph 3E(2), that amount will cing (C.A.R. Form SFA), or Other is checked in paragraph 3E(2).
		(3) BUYER'S LOAN STATUS: Buyer authorizes Seller	and Seller's Authorized Agent to contact Buyer's lender(s) to
		determine the status of any Buyer's loan specified in par	agraph 3E, or any alternate loan Buyer pursues, whether or not a
		contingency of this Agreement. If the contact information	on for Buyer's lender(s) is different from that provided under the
		terms of paragraph 6B, Buyer shall Deliver the updated	contact information within 1 Day of Seller's request. esents that Seller is not delinquent on any payments due on any
		loans. If the Property is acquired subject to an existing	loan, Buyer and Seller are advised to consult with legal counsel
		regarding the ability of an existing lender to call the loan	due, and the consequences thereof.
		(5) Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of
		any lender requirements that Buyer requests Seller to	p pay for or otherwise correct or (ii) that there are no lender
		pay or satisfy any or all lender requirements unless agree	uyer may obtain FHA or VA financing, Seller has no obligation to
	D.	BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (i	ncluding all-cash funds) to be deposited with Escrow Holder
		pursuant to Escrow Holder instructions.	
	E.	LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from	m any source, for closing or other costs that is agreed to by the
		Parties ("Contractual Credit") shall be disclosed to Buyer's	lender, if any, and made at Close Of Escrow. If the total credit
		Seller shall be reduced to the Lender Allowable Credit and	than the Contractual Credit, then (i) the Contractual Credit from (ii) in the absence of a separate written agreement between the
		Parties, there shall be no automatic adjustment to the nurch	ase price to make up for the difference between the Contractual
		Credit and the Lender Allowable Credit.	and private to make up for the unit office between the confidence.
6.		DITIONAL FINANCING TERMS:	
	A.	VERIFICATION OF DOWN PAYMENT AND CLOSING COST	TS: Written verification of Buyer's down payment and closing costs
	B.	may be made by Buyer or Buyer's lender or loan broker pursua	nt to paragraph 68 . ver to Seller, within the time specified in paragraph 3H(3) a letter
		from Buyer's lender or loan broker stating that, based on a	review of Buyer's written application and credit report. Buyer is
		prequalified or preapproved for any NEW loan specified in	paragraph 3E. If any loan specified in paragraph 3E is an
	_	adjustable rate loan, the pregualification or preapproval letter	shall be based on the qualifying rate, not the initial loan rate.
	C.	BUYER STATED FINANCING: Seller is relying on Buyer's re	epresentation of the type of financing specified (including, but not
		specific closing date purchase price and to sell to Buyer in	t, or contingent or non-contingent loan). Seller has agreed to a reliance on Buyer's specified financing. Buyer shall pursue the
		financing specified in this Agreement, even if Buyer also	elects to pursue an alternative form of financing. Seller has no
		obligation to cooperate with Buyer's efforts to obtain any fin	ancing other than that specified in this Agreement but shall not
		interfere with closing at the purchase price on the COE date	(paragraph 3B) even if based upon alternate financing. Buyer's
		specified in this Agreement.	from the obligation to purchase the Property and close escrow as
7.	CLC	OSING AND POSSESSION:	
-			dicated in paragraph 3E(3). Occupancy may impact available
		financing.	
CP	DE.	EVISED 12/21 (PAGE 4 OF 17) Buyer's Initials	/ Callada Isitiala
OF A		· · · · · · · · · · · · · · · · · · ·	// Seller's Initials/
		COMMERCIAL PURCHASE AGREEMENT AND JOINT	
		Produced with Lone Wolf Transactions (zipForm Edition) 717 N Hai	wood St, Suite 2200, Dallas, TX 75201 www.lwolf.com Garden
			-

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not

Property Address: 11277 Garden Grove Blvd, Garden Grove CA, Garden Grove,

intended to be incorporated into this Agreement.) Buyer's Investigation Advisory (C.A.R. Form BIA)

Wire Fraud Advisory (C.A.R. Form WFA)

Wildfire Disaster Advisory (C.A.R. Form WFDA)

Date: July 1, 2022

☐ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) ☐ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) (Parties may also receive a privacy disclosure from their own Agent.)

Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)

B. CONDITION OF PROPERTY ON CLOSING:

(1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action. as per this Agreement, to receive reasonable costs from Seller.

Date: July 1, 2022

- (2) Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.
- C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to paragraph 3M(2) or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.
- At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.
- Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

LOAN(S):

- (1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.
- Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.
- If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

 NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL

- (1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller,
- upon request by Seller.

 NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
- C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(3), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

 REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3L(4), contingent upon Buyer's review of
- Seller's documents required in paragraph 16A.

TITLE:

- (1) This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's ability to obtain the title policy provided for in paragraph 16G and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or
- deeds referenced in the Preliminary Report and any plotted easements.

 Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report
- F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11C ("CI Disclosures").

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			OPPORTUNITY

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 G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(6), is, as specified in paragraph 3L(7), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(7), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller disclosed leased or liened items.

 H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual
 - contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.
 - REMOVAL OF CONTINGENCY OR CANCELLATION:
 - (1) For any contingency specified in paragraph 3L or 8, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3L or 5 Days after receipt of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
 - (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.
 SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of
 - any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph 3L(8).
 ITEMS INCLUDED IN AND EXCLUDED FROM SALE:
- - NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty. ITEMS INCLUDED IN SALE:
 - - All EXISTING fixtures and fittings that are attached to the Property;
 - (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not included in paragraph 3P), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window), attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3P, if currently existing and owned by Seller at the time of Acceptance.
 - Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager, tenant, or other third party, the item should be listed as being excluded in paragraph 3P(2) or excluded by Seller in a counter offer.
 - (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in paragraph 3P, all such items are included in the sale, whether hard wired or not. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - (5) Non-Dedicated Devices: All smart home and security system control devices are included in the sale, except for any nondedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such
 - device after Close Of Escrow. Buyer is advised to change all passwords and ensure the security of any smart home features.

 (6) LEASED OR LIENED ITEMS AND SYSTEMS: Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
 Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall
 - be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or
 - other items included in this Agreement, including, but not limited to, utilities or security systems.

 (8) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 3N(1).
 - (9) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
 - (10) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

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C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded:	led from sale: (i) All items

in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.

10. ALLOCATION OF COSTS:

- INSPECTIONS, REPORTS AND CERTIFICATES: Paragraphs 3Q(1-3), and (5) only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:
- - (1) LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS: Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

 (2) POINT OF SALE REQUIREMENTS:
 - - (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.
 - (B) Buyer shall be provided, within the time specified in paragraph 3N(1), unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.
 - (3) REINSPECTION FEES: If any repair in paragraph 10B(1) is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

 (4) INFORMATION AND ADVICE ON FEATURES:
 - - (A) The following installations shall be completed prior to final verification of condition unless Otherwise Agreed: (i) approved fire extinguisher(s), sprinkler(s), and hose(s), if required by law; and (ii) drain cover and anti-entrapment device or system meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission for any pool or spa.
 - (B) If Buyer is to pay for these installations, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation.

 (5) INFORMATION AND ADVICE ON REQUIREMENTS: Buyer and Seller are advised to seek information from a knowledgeable
- source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

 11. SELLER DISCLOSURES

- A. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR** (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no
- withholding is required, and Buyer has been informed by Escrow Holder.

 NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.) CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
- - (1) Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
 - If the Property is a condominium or is located in a planned development or other common interest development with a OA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee for the following items to the OA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; (v) the names and contact information of all OAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to OA or management company to pay for any of the above.

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- NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 3N(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- WATER CONSERVING PLUMBING DEVICES: Civil Code § 1101.5 requires all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall, within the time specified in paragraph 3N(1), disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for more information.
- SURVEY, PLANS, AND ENGINEERING DOCUMENTS: Seller, within the time specified in paragraph 3N(1), shall provide to Buyer, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
- PERMITS: Seller, within the time specified in paragraph 3N(1), shall provide to Buyer, if in Seller's possession, copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.

 STRUCTURAL MODIFICATIONS: Seller, within the time specified in paragraph 3N(1), shall in writing disclose to Buyer,
- known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.

 GOVERNMENTAL COMPLIANCE: Within the time specified in paragraph 3N(1),

- Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals
- Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the
- VIOLATION NOTICES: Within the time specified in paragraph 3N(1), Seller shall disclose any notice of violations of any Law filed or issued against the Property and actually known to Seller

 KNOWN MATERIAL FACTS: Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL
- FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other
- disclosures required by Law.

 SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- 12. TENANCY RELATED DISCLOSURES: Within the time specified in paragraph 3N(1), and subject to Buyer's right of review, Seller
 - shall disclose, make available or Deliver, as applicable, to Buyer, the following information:

 A. RENTAL/SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
 - INCOME AND EXPENSE STATEMENTS: If checked in paragraph 3R, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns
 - TENANT ESTOPPEL CERTIFICATES: If checked in paragraph 3R, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

 SELLER REPRESENTATIONS: Unless otherwise disclosed under paragraph 11, paragraph 12, or under any disclosure
 - Delivered to Buyer:
 - (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If
 - Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax

13. CHANGES DURING ESCROW:

- A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in paragraph 13B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property. B.
 - At least 7 Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
- Within 5 Days after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.

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COMMERCIAL PURCHASE AG	REEMENT AND JOIL	NT ESCRO	OW INSTRUCTIONS (CPA PA	AGE 8 OF 17\	EQUAL HOUSIN DEPORTUNITY

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45 DUVERIC INVESTIGATION OF PROPERTY AND MATTERS AFFECTIVE PROPERTY		

15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer shall, within the time specified in paragraph 3L(3), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B. Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:

(A) A general inspection.

- (B) An inspection for lead-based paint and other lead-based paint hazards.
- (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
- (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(3)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
- (2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
- (3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to paragraphs 3, 10, 11, 12, and 16A.
- C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(3), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(3) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

 E. Buyer indemnity and Seller protection for entry upon the Property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

16. TITLE AND VESTING:

- A. Buyer shall, within the time specified in paragraph 3N(1), be provided a current Preliminary Report by the person responsible for paying for the title report in paragraph 3Q(8). If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C. Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.
- D. Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

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- 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
 - A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B(6), 9B(8), 10, 11A, 11C, 11D, 11F-J, 11K, 12, 16A, and 16D.

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

- (1) Buyer has the time specified in paragraph 3 to perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
- (2) Buyer may, within the time specified in paragraph 3L(3), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
- (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible is not Delivered within the time specified in paragraph 3N(1), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11L.
- (4) Continuation of Contingency: Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).

C. SELLER RIGHT TO CANCEL:

- (1) SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS: Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(5) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8G; (vii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (viii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 36; (ix) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 35; or (x) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (3) SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES: Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

- (1) BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES: If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (2) BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS: If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.
- E. NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

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	H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights du	lv
	exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale an	nď
	escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on beha	alf
	of that Party, if required by this Agreement; and (ii) any escrow cancellation fee charged to that party. Fees and costs may be	e
	payable to service providers and vendors for services and products provided during escrow. A release of funds will requir	·е
	mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civ	۱İ۱
	penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party i	S
	entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provid	е
	any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buye	ar
18	and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter. REPAIRS: Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed a	-+
	Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including	عا د
	governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of	y of
	quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmet	ic
	tems following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by other:	s:
	(ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies (of
	nvoices and paid receipts and statements to Buyer prior to final verification of condition.	
19.	FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within th	e
	ime specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintaine	d
	oursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligation	IS
20	under this Agreement (C.A.R. Form VP).	_
20.	PRORATIONS OF PROPERTY TAXÉS AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAI CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Selle	ט
	rental payments, OA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments o	31
	conds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds an	id iii
	assessments that are now a lien. Seller shall pay any OA special or emergency assessments due prior to Close Of Escrow. Th	ie Ie
	ollowing items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price; prorated payments on Mello-Roos an	h
	other Special Assessment District bonds and assessments and OA special or emergency assessments that are due after Close C)f
	Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior t	0
	closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer, and (ii) for periods prior to Close C)f
	Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs an	d
	utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER	R
	CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on 30-day month.	а
21.	BROKERS AND AGENTS:	
	A. COMPENSATION: Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separat	е
	written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escroy	w
	does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.	
	3. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay of	or
	Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy of	70
	completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct on inspection of common groups of the city of the Proposition of common groups of the city of the Proposition of common groups of the city of the Proposition of common groups of the city of the Proposition of common groups of the city of the Proposition of common groups of the city of the Proposition of the city of the	n
	to conduct an inspection of common areas or areas off the site of the Property, (v) Shall not be responsible for identifying defect on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible	S
	areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning th	e
	title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (vii	!)
	Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports	') S
	Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fa	ir
	market value of the Property or any personal property included in the sale: (x) Shall not be responsible for providing legal or ta	ΙX
	advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other	er
	advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity	/.
	Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.	
	BROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a license	ď
	real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, i connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, an	u U
	negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specifie	u d
	herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent wit	h
	the warranty and representation in this paragraph.	••
CP	REVISED 12/21 (PAGE 11 OF 17) Buyer's Initials/ Seller's Initials/	AG (Y

(1) REMOVAL OF BUYER CONTINGENCIES: If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or

(2) REMOVAL OF SELLER CONTINGENCIES: If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to

proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed

Property Address: 11277 Garden Grove Blvd, Garden Grove CA, Garden Grove, F. EFFECT OF REMOVAL OF CONTINGENCIES:

cancellation right, or for the inability to obtain financing.

invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

Date: July 1, 2022

- 22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:
 - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 11A, 11C(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 33, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
 - B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or OA or OA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.
 - C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11A, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11A.
 - D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph 21A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 21A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
 - E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
 - F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
 - G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS: Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"): Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 37A.
- 26. ASSIGNMENT: Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 6B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA).
- 27. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.

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Property Address: 11277 Garden Grove Blvd, Garden Grove CA, Garden Grove,

Date: July 1, 2022

28. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by,

environmentally hazardous substances, in any, located on or potentially affecting the Property.

29. AMERICANS WITH DISABILITIES ACT: The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.

30. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

COPIES: Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
 DEFINITIONS and INSTRUCTIONS: The following words are defined terms in this Agreement, shall be indicated by initial capital

letters throughout this Agreement, and have the following meaning whenever used:

A. "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is

Delivered to the offering Party or that Party's Authorized Agent.

"Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm B identified in paragraph 2B.

"Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.

"As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.

"Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.

"C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the

"Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any G

real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.

"Copy" means copy by any means including photocopy, facsimile and electronic.

Counting Days is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow lands on a Saturday Sunday or local holiday the performance parts shell be allowed to perform an the port day that is Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to

remain in possession, if permitted by this Agreement.

"Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.

"Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.

"Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.

"Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.

"Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 39 or

Buyer's Initials

CPA REVISED 12/21 (PAGE 13 OF 17)

paragraph 40.

"Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.

"Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
"Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

Seller's Initials

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COMMERCIAL	PURCHASE	AGREEMENT	AND.	JOINT ES	CROW	INST	RUCTI	ONS (CPA	PAGE	13 C	F 17
	Produced with Lone V	Nolf Transactions (zipFon	n Edition)	717 N Harwood	St, Suite 2200	0. Dallas,	TX 75201	www.lwo	lf.com	Garde	n Grove	ance

Property Address: 11277 Garden Grove Blvd, Garden Grove CA, Garden Grove, Date: July 1, 2022

- 33. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial, a Counter Offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 34. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
- 35. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 39 or 40 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, as specified in paragraph 3N(5), evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

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If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

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Buyer's Initials/	Seller's Initials /

37. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

	EQUAL HOUSING	
	DPPORTUNITY	
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CPA REVISED 12/21	l (PAGE 14 OF 17)
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Buyer's Initials

Seller's Initials

Pro	pert	Address: 11277 Garden Grove Blvd, Garden Grove CA, Garden Grove, Date: July 1, 2022
	AR A.	BITRATION OF DISPUTES: The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure, \$1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure, Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation arbitration provisions: (i) the filling of a mechanic's lien. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. AGENTS: Agents shall
		OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."
		Buyer's Initials/ Seller's Initials/
39.	OFI A.	EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. Seller has no obligation to respond to an offer made. ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity. This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 35 for additional terms. The name(s) of the Legally Authorized Signer(s) is/are: If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:
	C. D.	The CPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement. BUYER SIGNATURE(S):
	(Sig	nature) By, Date: Printed name of BUYER: City of Garden Grove Printed Name of Legally Authorized Signer: Title, if applicable, Date: Printed name of BUYER: Date: Printed name of BUYER: Title, if applicable,
CP/	A RE	VISED 12/21 (PAGE 15 OF 17) Buyer's Initials / Seller's Initials /

IO. AC	y Address: <u>11277 Garden Grove Blvd, Garden Grove CA, Garden G</u> CEPTANCE	rove, Date: <i>July 1, 2022</i>				
	ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute th Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has real and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.					
	Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, c Seller shall return and include the entire agreement with any response. Seller Counter Offer (C.A.R. Form SCO or SMCO) Back-Up Offer Addendum (C.A.R. Form BUO)					
В.	☐ Entity Sellers: (Note: If this paragraph is completed, a Repre-	sentative Capacity Signature Disclosure	form (C.A.R.			
	Form RCSD) is not required for the Legally Authorized Signers d		•			
	 One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity. This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 35 for additional terms. The name(s) of the Legally Authorized Signer(s) is/are:					
	(4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:					
C.	The RPA has 17 pages. Seller acknowledges receipt of, and has reamake up the Agreement.	ad and understands, every page and all atta	chments that			
D.	SELLER SIGNATURE(S):					
(Si	gnature) By,	Date:				
	Printed name of SELLER: KJ Investment Group LLC					
	Printed Name of Legally Authorized Signer:	Title, if applicable,				
(Si	gnature) By,	Date:				
(Si	gnature) By,					
_	Printed name of SELLER: Printed Name of Legally Authorized Signer:	Title, if applicable,				
_	gnature) By,	Title, if applicable,				



FIL	pherr	y Address. Trzir Garden Grove Bit	rd, Garden Grove CA, Gard	den Grove,	Date: July	1, 2022
1. 2. 3.	Re Ag	ESTATE BROKERS SECTION: al Estate Agents are not parties to ency relationships are confirmed a	as stated in paragraph 2.		nd Dungdo Draham	
	Sel the rec (C. req	operating Broker Compensation: ler's Broker's proceeds in escrow, the Property is offered for sale or a recipiprocal MLS, in which the Property i A.R. Form CBC). Declaration of Licuired or that an exemption exists.	e amount specified in the Ml procal MLS. If Seller's Broke is offered for sale, then con cense and Tax (C.A.R. For	LS, provided Buyer's er and Buyer's Broke npensation must be m DLT) may be use	Broker is a Participa r are not both Partici specified in a separ ed to document tha	nt of the MLS in which pants of the MLS, or a ate written agreement t tax reporting will be
4 . 5 .	wri	esentation of Offer: Pursuant to the tten request, Seller's Agent shall conf ents' Signatures and designated el	firm in writing that this offer h	nas been presented t	of Practice 1-7, if B o Seller.	uyer's Agent makes a
	A.	Buyer's Brokerage Firm	-		Lic #	
		Ву		Lic. #	Date	
		Ву		Lic. #	Date	
		More than one agent from the sar More than one brokerage firm re	ne firm represents Buyer. Ad	ditional Agent Acknow	wledgement (C.A.R. F	Form AAA) attached.
		Designated Electronic Delivery A	• •	7	Fout #	
		Email			ext#	
		Alternate: if checked, Delivery shall be	made to the alternate design	nated electronic deliv	very address only	
		Address				
	В.		ealty		Lic. # <u>01968</u>	3403
		Ву	Elizabeth N	guyen Lic. # <u>019321</u>	02 Date	
		By				
		More than one agent from the san More than one brokerage firm rep	oresents Seller. Additional B	roker Acknowledgem	vledgement (C.A.R. F nent (C.A.R. Form AE	Form AAA) attached. BA) attached.
		Designated Electronic Delivery A			ext #	
		Alternate:				
		if checked, Delivery shall be	•			
		Address	City		State	Zip
Esc	crow	W HOLDER ACKNOWLEDGMENT: Holder acknowledges receipt of a Co mbers ph 22 of this Agreement, any supple	py of this Agreement, (if che	cked, 🗌 a deposit in , and	the amount of \$agrees to act as Esc), Counter crow Holder subject to
Est	COW	Holder is advised by	tr	iat the date of Accep	tance of the Agreeme	ent is
By		Holder				
					Date _	
Pho	one/F	av/E mail				
Esc	crow	Holder has the following license num	ber#			
	Оера	rtment of Financial Protection and Inr	novation, Department of I	nsurance, 🗌 Departn	nent of Real Estate.	
PR	ESE	NTATION OF OFFER:/ Broker or Design	Seller's Brokerage	e Firm presented this	offer to Seller on	(date).
CAL TRA CON Asso men	IFORI IFORI INSAC ISULT Inciation	alifornia Association of REALTORS®, Inc. Uning portion thereof, by photocopy machine or NIA ASSOCIATION OF REALTORS®. NO REPETION. A REAL ESTATE BROKER IS THE PETAN APPROPRIATE PROFESSIONAL. This not REALTORS®. It is not intended to identify of the NATIONAL ASSOCIATION OF REALTOR TUBISHED and Distributed by:	any other means, including facsing RESENTATION IS MADE AS TO TO TRESON QUALIFIED TO ADVISE OF OOM TO TO THE ON THE OF THE	nile or computerized form HE LEGAL VALIDITY OR NREAL ESTATE TRANSA Late professionals through TOR® is a registered coll	nats. THIS FORM HAS B ACCURACY OF ANY PRO CTIONS. IF YOU DESIRE an agreement with or pu	EEN APPROVED BY THE DVISION IN ANY SPECIFIC LEGAL OR TAX ADVICE, probase from the California
E B 5	L A	EAL ESTATE BUSINESS SERVICES, LLC. subsidiary of the CALIFORNIA ASSOCIATION 25 South Virgil Avenue, Los Angeles, California	I OF REALTORS® 1 90020			
CP.	A RE	VISED 12/21 (PAGE 17 OF 17)	Buyer's Initials	_/ Sel	ler's Initials	EQUAL HOUSING DPPORTUNITY

BUYER'S INVESTIGATION ADVISORY

CALIFORNIA ASSOCIATION OF REALTORS*

(C.A.R. Form BIA, Revised 12/21)

Property Address 11277 Garden Grove Blvd, Garden Grove CA, Garden Grove,

- 1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
- 2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
- 3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.
 - A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - **D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. FIRE, HAZARD, AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
 - I. BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailing address and zip code may not accurately reflect the city which has jurisdiction over the property.
 - J. RENTAL PROPERTY RESTRICTIONS: The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

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BIA REVISED 12/21 (PAGE 1 OF 2)



BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

Fax

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer	City of Garden Grove Date	
Buyer	Date	

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BIA REVISED 12/21 (PAGE 2 OF 2)



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller	KJ Investment Group LL	C Date
Seller		Date
Buyer	City of Garden Grov	e Date
Buyer		_ Date
Buyer's Brokerage Firm	DRE Lic #	Date
Ву	DRE Lic#	_ Date
Seller's Brokerage Firm <i>Lightner Realty</i>	DRE Lic # 01968403	Date
Ву	DRE Lic # 01932102	Date
Elizabeth Nguyen		

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EQUAL HOUSING DEPORTUNITY

PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Movoto Inc., 1900 S. Norfolk St. San Mateo, CA 94403
Elizaheth Nguyen
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www.lwolf.com
Garden Grove



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/21)

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I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant	Date		
City of Garden Grove			
Buyer/Seller/Landlord/Tenant	Date		

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

Movoto Inc., 1900 S. Norfolk St. San Mateo, CA 94403

Phone: (714)878-0635

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ADDENDUM No. 1

(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions a			
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dated	Cardon Crosso	11277 Garden Grove Blvd, Ga	("Property/Premises"),
in which		is refe	erred to as ("Buyer/Tenant")
in which	A Investment Group II C		ed to as ("Seller/Landlord").
Buyer/Tenant and Seller/Landlord are	referred to as the "Parties."		od to us (conomicandora).
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The foregoing terms and condition Addendum.	ns are hereby agreed to, and	d the undersigned acknowledge	receipt of a copy of this
Buyer/Tenant			Date
City of Garden Grove			
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REAL ESTATE BUSINESS SERVICES, a subsidiary of the CALIFORNIA ASSOC			
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EQUAL HOUSING DPPORTUNITY

ADDENDUM (ADM PAGE 1 OF 1)

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Omar Sandoval

Dept.: City Manager Dept.: City Attorney

Subject: Introduction and first reading Date: 7/12/2022

of an ordinance reauthorizing the public, educational, and governmental fee on state video franchisees operating within the City of Garden

Grove

OBJECTIVE

For the City Council to introduce, read by title only and waive further reading, of an ordinance reauthorizing the public, educational, and governmental (PEG) fee on state video franchisees operating within the City.

BACKGROUND

In 2006, the California Legislature adopted the Digital Infrastructure and Video Competition Act ("DIVCA"), which changed the manner in which video services are regulated by replacing local franchising with a state franchising system administered by the California Public Utilities Commission. DIVCA authorizes cities to impose a five percent gross receipts franchise fee upon state video franchisees, plus additional support for PEG programming facilities. DIVCA requires state franchise holders to offer at least three PEG channels to each community in which they operate. DIVCA also authorizes cities to adopt an ordinance imposing a one percent PEG fee on state franchise holders to support PEG programming facilities.

The City Council adopted Ordinance No. 2731 in 2008 to require video service providers who have been issued state franchises to pay the City a PEG access fee of one percent of the video service provider's gross revenues. Ordinance No. 2731 further establishes a five percent franchise fee as authorized by DIVCA. DIVCA also provides, however, that any ordinance adopting a PEG access fee "shall expire, and may be reauthorized, upon the expiration of the state franchise." (Public Utilities Code section 5870(n)).

Subdivision (k) of PUC Section 5870 further provides that obligations to provide and support PEG channel facilities contained in a locally issued franchise existing on December 31, 2006, shall continue until the local franchise expires, until the term of

the franchise would have expired if it had not been terminated pursuant to subdivision (o) of Section 5840, or until January 1, 2009, whichever is later. The City had issued Time Warner Cable a franchise on 2002 for a period of 20 years, which expires on August 21, 2022. This franchise requires franchise fee payments of five percent of gross annual revenues, and monthly PEG support fees in the amount of 50 cents per subscriber. After the first 10 years of the franchise term, the fee decreased in five-cent increments each year. Because the PEG support fees under the City franchise decreased to levels lower than the one percent fee authorized by DIVCA, Time Warner Cable opted to remain subject to the City's local franchise rather than the state franchise.

DISCUSSION

Time Warner Cable merged with Charter Communications in 2015 and now operates in the city as Spectrum. Because its franchise will expire on August 21, 2022, it is now appropriate to reauthorize the one percent PEG fee established in 2008 by Ordinance 2731.

In addition to reauthorizing the PEG fee effective August 22, 2022, the attached ordinance implements an automatic reauthorization to the extent required by law, and amends Section 5.25.060 of the Garden Grove Municipal Code to codify the automatic reauthorization.

FINANCIAL IMPACT

Reauthorizing the one percent PEG access support fee will most likely increase revenues earmarked for PEG access equipment and facilities utilized by the City's Channel 3, the full extent of which is not currently known.

RECOMMENDATION

It is recommended that the City Council:

• Introduce and conduct the first reading to approve the attached ordinance reauthorizing the public, educational, and governmental fee on state video franchisees operating within the city.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Ordinance	7/5/2022	Ordinance	2022_DIVCA_PEG_REAUTHORIZATION_ORDINANCE.pdf

GARDEN GROVE CITY COUNCIL

ORDINANCE NO.	
---------------	--

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE REAUTHORIZING THE PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEE ON STATE VIDEO FRANCHISEES OPERATING WITHIN THE CITY OF GARDEN GROVE

City Attorney's Summary

This Ordinance reauthorizes the public, educational, and governmental fee on state video franchisees operating within the City of Garden Grove. The Ordinance further amends Section 5.25.060 of Chapter 25 of Title 5 of the Garden Grove Municipal Code to implement automatic reauthorizations of the fee for any new or renewed state video franchise(s) held by any state-franchised video service provider operating in the City of Garden Grove.

WHEREAS, Section 5870(n) of the California Public Utilities Code ("Section 5870(n)") was enacted as part of the Digital Infrastructure and Video Competition Act of 2006 ("DIVCA") and authorized the City of Garden Grove ("City") to adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") channel facilities; and

WHEREAS, on August 26, 2008, the City adopted Ordinance No. 2731 implementing DIVCA, codified at Chapter 5.25 of Title 5 of the Garden Grove Municipal Code establishing, among other requirements, a one percent (1%) fee for the support of PEG channel facilities and activities within the City ("PEG Fee"), which is codified in Section 5.25.060 of the Garden Grove Municipal Code; and

WHEREAS, Ordinance No. 2731 and Chapter 5.25 of the Garden Grove Municipal Code has never been repealed and did not include any expiration date, but was intended to apply to and regulate all current and future franchisees; and

WHEREAS, Section 5870(n) states that an ordinance establishing a PEG fee shall expire, and may be reauthorized, upon the expiration of the state franchise, and therefore it could be argued that the City's ordinance has lapsed; and

WHEREAS, Section 5870(k) further provides that obligations to provide and support PEG channel facilities contained in a locally issued franchise existing on December 31, 2006, shall continue until the local franchise expires, until the term of the franchise would have expired if it had not been terminated pursuant to subdivision (o) of Section 5840, or until January 1, 2009, whichever is later; and

WHEREAS, the City's local franchise with Time Warner Cable LLC, now known as Spectrum after its 2015 merger with Charter Communications, is set to expire on August 21, 2022; and

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Garden Grove City Council Ordinance No. Page 2

WHEREAS, notwithstanding having received a state franchise, Spectrum opted to continue to operate under the City's local franchise until its expiration; and

WHEREAS, the City Council desires to reauthorize the PEG fee established by Ordinance No. 2731.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY ORDAIN AS FOLLOWS:

<u>SECTION 1</u>. Reauthorization. Chapter 5.25 of Title 5 of the Garden Grove Municipal Code is hereaby reauthorized to the extent required by California Public Utilities Code section 5870(n). All state-franchised video service providers operating within the City shall be subject to the franchise fee required by Section 5.25.050 of the Garden Grove Municipal code and the PEG Fee required by Section 5.25.060 of the Garden Grove Municipal Code as of August 22, 2022, which fees shall remain unchanged and in full effect as to all state-franchised video service providers operating within the City.

<u>SECTION 2</u>. Automatic Reauthorization. Commencing from, and after, the effective date of this Ordinance, Chapter 5.25 of Title 5, and the City's fees set forth in Sections 5.25.050 and 5.25.060 of the Garden Grove Municipal Code shall continue to apply to any new or existing franchisee operating in the City and shall automatically be reauthorized upon the expiration of any existing or future state video franchise(s) held by any state-franchised video service provider operating within the City. This Ordinance shall so renew until such time that the City Council takes formal affirmative action to cease the renewals.

<u>SECTION 3</u>. Section 5.25.060 of Chapter 25 of Title 5 of the Garden Grove Municipal Code is hereby amended to read as follows (additions in **bold underline**):

5.25.060 PEG Fee.

- A. In addition to the franchise fee required pursuant to section 5.25.050, a state video franchise holder operating in the City shall pay to the City a fee that is equal to one percent (1%) of the gross revenues of that state video franchise holder which fee shall be used to support PEG channel facilities. The term "gross revenues" shall be defined as set forth in Public Utilities Code Section 5860. Further, pursuant to Public Utilities Code Section 5870, this Section shall become applicable upon the expiration or termination of the incumbent operator's franchise agreement; the terms of Public Utilities Code Section 5870 and the existing franchise agreement shall otherwise apply to the incumbent franchisee until such expiration or termination.
- B. To the extent reauthorization is required by law, this chapter, including the the PEG fee set forth in in subdivision (A) above shall continue to apply to any new or existing franchisee

Garden Grove City Council Ordinance No. Page 3

operating in the City and is automatically reauthorized as to each affected state video franchise holder upon the expiration of any existing or future state video franchise(s) held by any state-franchised video service provider operating within the City. Any and all reauthorizations shall be effective for so long as such reauthorization is required by law.

<u>SECTION 4.</u> <u>Severability</u>. If any section, subsection, subdivision, sentence, clause, phrase, word or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

Lisa L. Kim To: Scott C. Stiles From:

Dept.: City Manager Dept.: Community and Economic

Development

Subject: Discussion about 7/12/2022 Date:

> advancement of a future Navigation Center as

requested by City Manager

Stiles.

OBJECTIVE

For the City Council to receive a report on efforts to advance a future navigation center, and to provide direction to the City Manager.

BACKGROUND

The 2021 Comprehensive Strategic Plan to Address Homelessness (CSPAH) presently serves as a planning document enabling the City to be strategic in identifying ways to connect homeless individuals to resources and programs. The CSPAH identifies goals and strategic actions to address homeless solutions and prevention over the next five years including exploring development of a navigation center. A summary of current CSPAH activities is available the Citv's website on https://ggcity.org/endhomelessness.

In addition, the City's Homeless Data Dashboard conveys the number of homeless and at-risk individuals assisted on a quarterly basis, as well as the funds expended to administer the six (6) eligible activities (Street Outreach, Emergency Shelter, Rapid Homelessness Prevention, Workforce Rehousing, and Development) https://ggcity.org/endhomelessness/dashboard

DISCUSSION

At the June 14, 2022 meeting, the City Council approved a Memorandum of Understanding (MOU) with the cities of Fountain Valley and Westminster to jointly collaborate towards development of a navigation center including funding contributions towards construction and operations. Staff is pleased to report the MOU has been formally approved by both Fountain Valley and Westminster City Councils at their meetings on June 21 and June 22, 2022, respectively. (See **Attachment No. 1 -** MOU) Negotiations towards a more comprehensive MOU detailing levels of funding commitments by the participating Central SPA cities and the County are in process.

Prospective Navigation Center Site

Identification of suitable and prospective industrial properties for a future navigation center has been significantly challenged due to limited real estate inventory. The current approach is to pursue and explore off-market property opportunities in conjunction with active dialogue with the local brokerage community.

By way of background, a future navigation center is anticipated to support up to 80 to 120 individuals experiencing homelessness within the participating Central SPA cities. The navigation center will be referral-only based facilities with managed and controlled (transportation) access in and out. The 2022 Point In Time Count provides a summary of data related to sheltered and unsheltered individuals in Orange County. For Garden Grove, this most recent PIT count identified 391 homeless individuals. (**Attachment No. 2** – 2022 PIT Count)

Community Outreach

For more information about Homelessness 101 and Navigation Center 101, the City recently hosted two educational webinars in collaboration Orange County United Way as part of the United to End Homelessness Initiative. Both webinars are recorded and available on the City's Address Homelessness website as referenced above.

- 1) Homelessness 101 Webinar (**Attachment No. 3**)
 Presented by the City of Garden Grove and United to End Homelessness on Monday, June 27, 2022
 Link to webinar recording: https://ggcity.org/navigation-center
- 2) Navigation Center 101 Webinar (**Attachment No. 4**)
 Presented by Cities of Garden Grove, Fountain Valley and Westminster, and United to End Homelessness on Monday, July 11, 2022
 Link to webinar recording: https://ggcity.org/navigation-center

Staff are in multiple discussions regarding sites located in the Homeless Overlay District, in the southeast area of the city, and we expect to bring back details on a possible purchase-sale agreement at the August 9, 2022 City Council meeting.

FINANCIAL IMPACT

Funds have been budgeted in the Biennial Budget for FY 2021-2022 and FY 2022-2023 for the Navigation Center project.

RECOMMENDATION

It is recommended that the City Council:

• Direct the City Manager to continue exploration of potential navigation center site(s) and pursue negotiations towards site control, as appropriate.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Attachment No. 1 - MOU	7/6/2022	Agreement	C-SPA_MOU_City_Cooperation_(Final).pdf
Attachment No. 2 (2022 Point In Time Counts)	7/6/2022	Backup Material	2022_PIT_Data_Infographic.pdf
Attachment No. 3 (Homelessness 101 Webinar)	7/6/2022	Backup Material	Homelessness_101_Flyer_(June_272022).pdf
Attachment No. 4 (Navigation Center 101 Webinar)	7/6/2022	Backup Material	Navigation_Center_101_Flyer_(July_112022).pdf

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF GARDEN GROVE, FOUNTAIN VALLEY, AND WESTMINSTER TO COOPERATE ON THE DEVELOPMENT OF A NAVIGATION CENTER FOR THE CENTRAL ORANGE COUNTY SERVICE PLANNING AREA

This **MEMORANDUM OF UNDERSTANDING** ("Agreement") is dated as of June ___, 2022 ("Effective Date"), and entered into by and among the Cities of Garden Grove, Fountain Valley, and Westminster, each of which is a municipal corporation organized and existing under California law (cumulatively the "City Parties" or "Parties," and at times individually a "City Party"), with reference to and in consideration of the following:

WHEREAS, like many other regions in California, the County of Orange ("Orange") has seen a rapid and troubling growth in the homeless population over the past several years, a condition that has been difficult to address given the increased rates of persons with untreated addictive disorders involving substance abuse and mental health conditions, the high cost of housing and property in the area, and the shortage of emergency, transitional, and affordable housing available in the County to serve this population;

WHEREAS, as a result, local jurisdictions throughout the County have experienced increased incidents of unlawful camping and loitering activities in and upon portions of the public rights-of-way, parks, and other public facilities ("Public Property") in violation of local anticamping, anti-loitering, and/or park closure ordinances and regulations;

WHEREAS, the use of Public Property in this manner creates health and safety risks to homeless persons due to traffic hazards, exposure to weather, inadequate sanitation, and other conditions detrimental to their wellbeing, and negatively impacts the health, safety, and general welfare of the community by degrading the environmental and physical condition of such Public Property, increasing risks associated the spread of illnesses, and frustrating the public purpose for which such Public Property is dedicated;

WHEREAS, in efforts to address this crisis, the County established an integrated Continuum of Care ("CoC") to guide homeless individuals and families through a comprehensive array of services and housing designed to prevent and end homelessness;

WHEREAS, to better coordinate access points, assessments, resources, and programs serving persons experiencing homelessness, the CoC divided the County into three (3) geographic "Service Planning Areas" (or "SPAs"), with the "Central Service Planning Area" ("Central SPA") including the cities of Westminster, Garden Grove, and Fountain Valley;

WHEREAS, The City Parties desire to cooperate to establish a new Navigation Center and to memorialize this non-binding statement of intent by each of the City Parties to cooperate and act in good faith to enter into a comprehensive final MOU between the City Parties which will define the respective rights and responsibilities of each City with respect to the acquisition of a site, financing, operations, and the provision of Services at the Navigation Center.

WHEREAS, in addition to addressing the needs of homeless persons through the provision of overnight shelter, the City Parties covenant to work together, in furtherance of the CoC, towards developing and increasing the Central SPA's inventory of long-term affordable and supportive housing units, such that homeless persons receiving services under this Agreement may transition from temporary or emergency shelter facilities, and into long-term and stable housing solutions; and

WHEREAS, each Party has caused this Agreement to be duly approved by its respective governing body, and by so doing, has found and determined that this Agreement furthers the health, safety, and general welfare of their respective residents.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. PURPOSE

In furtherance of the health, safety, and well-being of all their residents and to return and preserve Public Property for its intended purpose, the City Parties, located within the Central SPA, desire to work together cooperatively and in good-faith towards developing a regional solution to the current homeless crisis within their respective jurisdictions;

This Agreement is a non-binding statement of intent by each of the City Parties to cooperate and act in good faith and to expeditiously enter into a final MOU between the City Parties which will define the rights and responsibilities of the Parties with respect to the acquisition of a site, financing, operations, and the provision of Services, as defined below, at the Navigation Center.

It is the intention of the City Parties to pursue the award of available grant funds under county, state, and federal programs towards the acquisition, construction, and operation of the new Navigation Center to be located within the boundaries of the City Parties, and intended to exclusively serve the unsheltered homeless population currently residing within the jurisdiction of the City Parties;

2. **DEFINITIONS**

In addition to the other terms and phrases defined elsewhere in this Agreement, the following key capitalized terms and phrases used throughout this Agreement shall have the meaning assigned in this Section.

- **2.1.** "Center Operator" shall mean and refer to the third-party contracted by a Host City to provide comprehensive and "turnkey" day-to-day management and operation of a Navigation Center.
- **2.2.** "Guests" shall mean and refer to homeless and chronically homeless adults, children, and families located within the Program Area.

- **2.3.** "Guest Capacity" shall mean and refer to the number of beds provided in a Navigation Center.
 - **2.4.** "Host City" shall mean and refer to the City of Garden Grove.
- **2.5.** "Navigation Center" shall mean and refer to those public facilities to be acquired, constructed, and operated in the Host City under this Agreement.
- **2.6.** "Operating Plan" shall mean and refer to plan approved by a Host City, Party Representatives, and a Center Operator, that details the terms, conditions, and standards by which Services are made available to Guests at a Navigation Center.
- **2.7.** "Party Representative" shall mean and refer to the highest-ranking appointed executive official for each of the Parties, or his/or her duly authorized designee.
- **2.8.** "Party Share" shall mean and refer to that portion of the City Program Costs allocated to each City Party.
- **2.9.** "Program" shall mean and refer to the Parties' cooperative financing and planning for the acquisition, construction, operation and the provision of Services at the Navigation Centers, and the cooperative sharing among the Parties of Guest Capacity at the Navigation Centers.
- **2.10.** "Program Area" shall mean and refer to the area within the city limits of the City Parties.
- **2.11.** "Program Costs" shall mean and refer to the costs incurred by the Parties in the acquisition of Navigation Center sites and the completion of modifications or capital improvements thereto, and annually to operate the Navigation Centers during the Term.
- **2.12.** "Program Funds" shall mean and refer to all funds paid by or to the Parties under this Agreement, including but not limited to any grant funds received by the Parties and contributed towards the Program.
- **2.13.** "Program Property" shall mean and refer to all real and personal property purchased or acquired with Program Funds.
- **2.14.** "Services" shall mean and refer to the provision of overnight shelter and other sanitation, nutritional, health, educational, supportive, and/or basic human services at Navigation Centers, as described in an Operating Plan.

3. TERM

3.1. General Term. This Agreement shall be effective as of the date which the last of the Parties has executed the same, which shall be inserted as the Effective Date in the first

paragraph above, and shall remain in full force and effect until terminated by the execution of a successor MOU or 12 months from the Effective Date, whichever occurs sooner. The Term may be extended upon the mutual written agreement of the Parties, or earlier terminated in accordance with the provisions of this Agreement.

3.2. Termination by City Parties.

- a) Notice and Effective Date. Notwithstanding Section 3.1, any City Party may terminate its participation in this Agreement by providing 30 day's written notice to all other Parties.
- **b)** Continuing Enforceability. Following the effective date of termination, the terminating City Party shall have no further obligations or rights with respect to this Agreement, except as expressly provided otherwise herein.

4. NAVIGATION CENTERS

- 4.1 City Navigation Centers. The Parties desire to work cooperatively and combine their respective resources for purposes of providing and coordinating the provision of Services to Guests at a Navigation Center located in the Program Area, and to acquire, construct, develop, and operate the new Navigation Center. To accomplish this task, the Parties agree to negotiate in good faith and cooperation to finalize and execute a C-SPA Navigation Center MOU which will address, at a minimum, the following topics:
 - **a) Funding and Financial Provisions.** Funding for the Navigation Center property acquisition, necessary improvements, operational equipment, fixtures and furnishings, and ongoing operations.
 - b) Construction and Maintenance
 - c) Use and Operations
 - d) Security
 - e) Community Coordination and Communication
 - f) Disputes, Defaults and Remedies
 - g) Indemnity and Insurance
 - h) Standard Provisions for a Multi-Agency Agreement

5. CONSTRUCTION AND MAINTENANCE OF THE NAVIGATION CENTER

- **5.1. Ownership.** The Navigation Center shall be owned by the applicable Host City, together with any Program Property in the custody or possession of a Host City; provided the Navigation Center and Program Property shall be utilized by the Host City exclusively for purposes consistent with this Agreement.
 - **5.2. Design.** The Host City shall have final authority over the design and construction of

the Navigation Center located in its jurisdiction, in accordance with the Host City's ownership rights and plenary land use authority. Prior to a Host City's commencement of construction of, or significant modifications or improvements to, a Navigation Center, the City Managers or their delegated City Representatives will be provided a reasonable opportunity to review and provide input on the proposed design and amenities of the Navigation Center, and the Host City will, in good faith, consider the input of the Party Representatives in finalizing the same.

- **5.3.** Host City as "Lead Agency." The Host City for the Navigation Center shall be the "lead agency" for purposes of improvements or modifications thereto, as well for the environmental review, acquisition, development, and construction of a Navigation Center, and the operation, cleaning, maintenance, or repair of a Navigation Center.
- **5.4. Security**. The Host City will ensure that adequate security measures and policies are incorporated into the Navigation Centers' construction and operation, including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, adequate lighting, law enforcement patrols, and neighborhood safety controls. Detailed security procedures and protocols will be included in the Operating Plan developed by the Host City, Center Operator, and the Party Representatives.

6. USE AND OPERATION OF NAVIGATION CENTERS

- **6.1. Exclusive Purpose of Navigation Centers.** A Navigation Center subject to this Agreement will be used by the Parties exclusively for the purpose of providing Services to Guests located within the Program Area. The Parties agree to work cooperatively and in good faith, and to take such reasonable action(s) or precaution(s) as deemed necessary, to effectuate the purpose of this Section.
- 6.2. Use and Access of Navigation Centers. In consideration for the City Parties' payment of their respective Party Share, each City Party shall have the right to utilize an approximately equivalent percentage of its Party Share of total Guest Capacity in the Navigation Centers. The Parties shall have access to and utilize the monitoring and logging system developed and operated by the County to track the real-time availability of Guest Capacity in the Navigation Centers, and to make arrangements and reservations for the transportation of Guests thereto and therefrom. Parties utilizing Guest Capacity in Navigation Centers shall comply with the applicable Operating Plan.
- **6.3. Host City Priority.** The Host City shall have priority to utilize the available Guest Capacity in their respective Navigation Center, and shall have the right of first refusal in the event of capacity overflow or shortages.
- **6.4. Annual Review of Party Usage.** The Guest Capacity utilized by each City Party shall be reviewed not less than once per year in conjunction with an Annual Meeting and in light of an Annual Report and Annual Audit, and the results of this review shall be used for making any necessary adjustments to the Party Shares or the Cost Allocation Plan to ensure the Parties' financial obligations hereunder accurately reflect the benefit derived; as well as to make any necessary revisions to the Operating Plans to further the goals and objectives of this Agreement.

- 6.5. Low-Barrier Access. The Navigation Centers shall be considered "low barrier" facilities for purposes of Guest access, and any entry screening, barriers, or conditions to access shall be defined in the Operating Plan, as such may be approved by the Party Representatives and reasonably necessary to accomplish the purposes of this Agreement, or as may otherwise be ordered by a court of law, or required by a settlement agreement to which the Host City is a party. Except as required to comply with applicable law or court order, the Navigation Centers shall not be "no-barrier" facilities, and shall have, at a minimum, access or entry conditions for Guests that are substantially similar to those utilized by the other Navigation Centers, and screening for felony warrants or registration as a sex offender as may be included in the Operating Plan.
- **6.6. Community Coordination and Communication.** The Parties are committed to communication with neighbors on an ongoing basis. During the Term, the Parties and the Center Operators will work together cooperatively and in good faith to facilitate community forums, generate educational or outreach materials, and engage in similar activities to promote or further the purposes of the Program. The goal of such efforts will be to provide members of the community with opportunities to ask questions and receive information about the Navigation Centers and the Program. Any printed or published materials relating to the Program shall be subject to approval by the Party Representatives.

7. MISCELLANEOUS

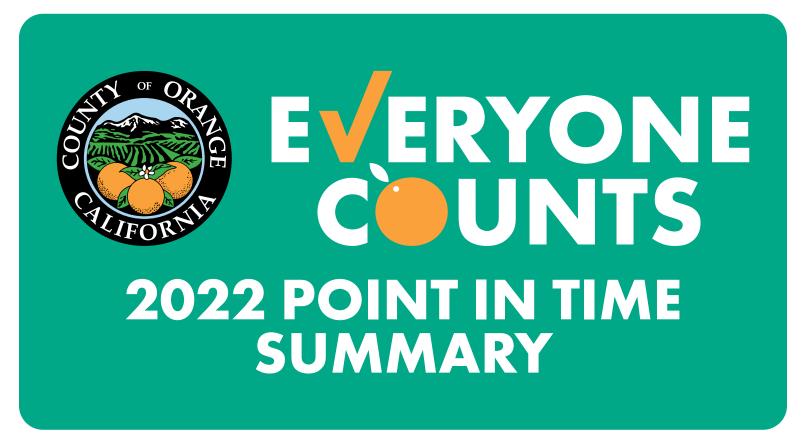
- **7.1. Notice.** Any notices provided to any Party in connection with this Agreement shall directed to the City Manager of the City Parties.
- 7.2. Parties as Independent Contractors. Each Party is, and at all times shall be deemed to be, an independent contractor of the other Parties. Nothing herein is intended or shall be construed as creating the relationship of employer and employee, or principal and agent, between any Party, or any Party's agents or employees. Each Party shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of the Program pursuant to this Agreement. Each Party, and its agents and employees, shall not be considered to be employees of any other Party.
- 7.3. Governing Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction, located in Orange County, California, and the Parties agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- **7.4. Amendments / Entire Agreement.** Amendments to this Agreement must be in writing and approved by the governing body of each Party. This Agreement is the entire agreement among the Parties with respect to the subject matter hereof, and it supersedes any prior written or oral agreements with respect to the subject matter.

- **7.5. Severability.** If any section, subsection, paragraph, term, or provision of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, such section, subsection, paragraph, term, or provision, to the extent the same is valid and enforceable, and all other remaining provisions hereof, shall remain in full force and effect, to the fullest extent possible, and shall in no way be affected, impaired or invalidated thereby to the extent such are not rendered impractical to perform taking into consideration the purposes of this Agreement.
- **7.6. Interpretation.** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so.
- 7.7. Non-Waiver of Rights and Remedies. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- **7.8. Authority.** The Parties represent and warrant that this Agreement has been duly authorized by their respective governing boards, and executed by a duly authorized representative thereof, and constitutes the legally binding obligation of their respective Party, enforceable in accordance with its terms.
- **7.9. Assignment.** Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties, and any such assignment without consent shall be null and void.
- **7.10. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when the Parties have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

CITY OF FOUNTAIN VALLEY	CITY OF GARDEN GROVE
By: City Manager Attest:	By: City Manager Attest:
City Clerk Approved as to form:	City Clerk Approved as to form:
<u>City Attorney</u>	City Attorney
CITY OF WESTMINSTER	
By: City Manager Attest:	
City Clerk Approved as to form:	
City Attorney	



May 2022



2022 POINT IN TIME COUNT TOTALS

2022 POINT IN TIME COUNT BY THE NUMBERS

Persons

North: 2,419

Persons

Central: 2,714

Persons

South:

Persons

SUBPOPULATIONS

280 **VETERANS**

Persons who served in the U.S. Armed Forces, National Guard or Reserves

235

TRANSITIONAL AGED YOUTH

Persons ages 18 to 24

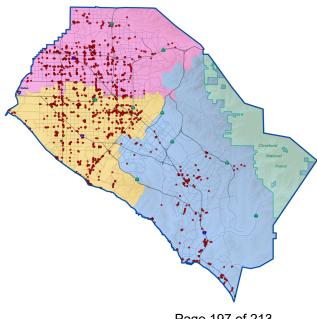
SENIORS

Persons ages 62 and older

METHODOLOGY

The U.S. Department of Housing and Urban Development (HUD) requires that all Continuum of Care (CoC) jurisdictions across the nation complete a biennial unsheltered count and an annual sheltered count of all persons experiencing homelessness in the community on a single point in time during the last ten days of January. The Orange County CoC is among several CoC in California that were approved by HUD to reschedule the 2022 Point In Time to the last 10 days of February due to the impacts of COVID-19 pandemic and in an effort to safeguard the health of volunteers and vulnerable persons experiencing homelessness.

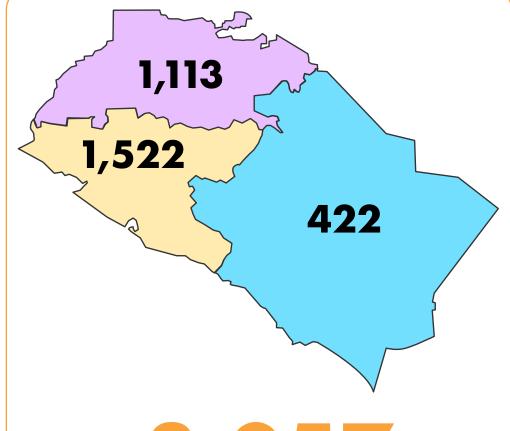
The County of Orange and Orange County CoC conducted the sheltered count the night of Monday, February 21, 2022. Emergency Shelters and Transitional Housing Programs collected participant-level demographic information from individuals and families staying the night in each program. The 2022 Unsheltered Count process took place over three days - Tuesday, February 22 through Thursday, February 24 - to ensure the 800 square mile Orange County jurisdiction was canvassed effectively. This methodology allowed the count teams to collect unique ID data points that were used to deduplicate records for the three-day street count process. The survey data was collected with ArcGIS Survey 123, a phone application that captures GIS locations and provides vital information that guides the way the County responds to homelessness in Orange County. The methodology for the 2022 Everyone Counts process provides the most accurate data on the scope of homelessness in Orange County, ensuring that Everyone Counts.



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EVERYONE COUNTS

UNSHELTERED COUNT



3,057
UNSHELTERED TOTAL

145

VETERANS

Persons who served in the U.S. Armed Forces, National Guard or Reserves

109

TRANSITIONAL AGED YOUTH

Persons ages 18 to 24

300

SENIORS

Persons ages 62 and older

MAPS & VOLUNTEERS

982

Community volunteers, nonprofit and faithbased service providers including representatives from law enforcement, all 34 cities and County government.

208

Field teams of volunteers deployed into the community to canvas maps and survey people experiencing homelessness.

412

Maps were canvassed at least twice during the 2022 Point In Time Count effort.



EVERYONE COUNTS

SHELTERED COUNT

135 VETERANS

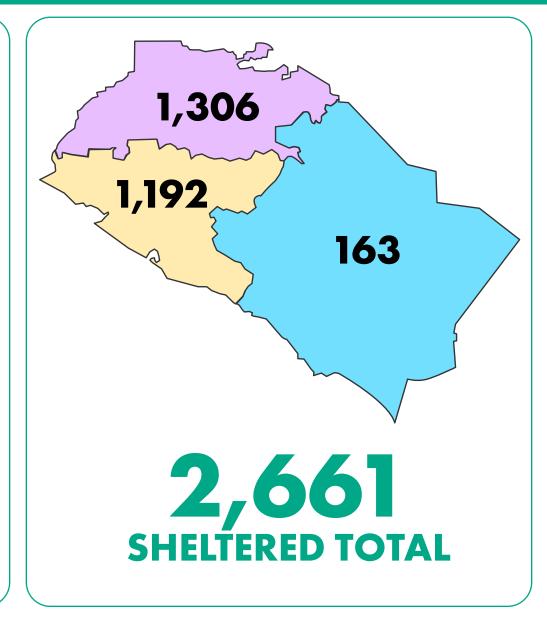
Persons who served in the U.S. Armed Forces, National Guard or Reserves

126
TRANSITIONAL AGED YOUTH

Persons ages 18 to 24

418 SENIORS

Persons ages 62 and older





THANK YOU TO ALL THOSE INVOLVED

- County of Orange including Health Care Agency, Social Services Agency, OC Community Resources, OC Parks, OC Public Works, OC Information & Technology, OC Sheriff's Department
- Continuum of Care Agencies
- Nonprofit and faith-based service providers
- 34 Cities and law enforcement agencies
- Community volunteers from every part of Orange County
- Commission to End Homelessness
- **Hub for Urban Initiatives** HUD methodology and survey tool design
- City Net lead agency for unsheltered count
- 2-1-1 Orange County lead agency for sheltered count
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SUBPOPULATIONS & DISABLING CONDITIONS

	UNSHELTERED	SHELTERED
ADULTS	2,936	2,060
CHRONIC HOMELESSNESS	55.07%	38.40%
	1,617 Adults	791 Adults
SUBSTANCE USE ISSUES	41.45%	20.19%
•••••	1,217 Adults	416 Adults
PHYSICAL DISABILITY	32.19%	24.85%
•••••	945 Adults	512 Adults
MENTAL HEALTH ISSUES	29.53%	28.06%
	867 Adults	578 Adults
DEVELOPMENTAL DISABILITY	14.27%	1.89%
	419 Adults	39 Adults
DOMESTIC VIOLENCE	9.84%	10.97%
	289 Adults	226 Adults
HIV/AIDS	1.77%	3.74%
	52 Adults	77 Adults

^{*}Some adults may identify with more than one subpopulation and/or report more than one disabling agen 2000 of 213

^{*}Data only includes adults, persons age 18 and older*



DEMOGRAPHICS

Age	Unsheltered 3,057 Persons	Sheltered 2,661 Persons
Under 18	3.96% 121 Persons	22.59% 601 Persons
18-24	3.57% 109 Persons	4.74% 126 Persons
25-39	33.40% 1,021 Persons	21.01% 559 Persons
40-49	20.22% 618 Persons	14.09% 375 Persons
50-54	12.69% 388 Persons	7.82% 208 Persons
55-61	16.36% 500 Persons	14.05% 374 Persons
62+	9.81% 300 Persons	15.71% 418 Persons

Gender	Unsheltered 3,057 Persons	Sheltered 2,661 Persons
Female	25.81% 789 Persons	48.10% 1,280 Persons
Male	73.50% 2,247 Persons	51.48% 1,370 Persons
Transgender	0.43% 13 Persons	0.15% 4 Persons
Gender not singularly Female or Male	0.13% 4 Persons	0.23% 6 Persons
Questioning	0.13% 4 Persons	0.04% 1 Person



DEMOGRAPHICS

Race	Unsheltered 3,057 Persons	Sheltered 2,661 Persons	
American Indian or Alaska Native	3.86% 118 Persons	3.49% 93 Persons	
Asian	3.14% 96 Persons		
Black or African American	6.22% 190 Persons	11.01% 293 Persons	
Native Hawaiian Or other Pacific Islander	1.01% 31 Persons	0.98% 26 Persons	
White	65.42% 2,000 Persons	77.26% 2,056 Persons	
Multiple Races or Other	20.35% 622 Persons	3.53% 94 Persons	

Ethnicity	Unsheltered 3,057 Persons	Sheltered 2,661 Persons 54.68% 1,455 Persons	
Hispanic or Latino	34.22% 1,046 Persons		
Non- Hispanic or Non-Latino	65.78% 2,011 Persons	45.32 % 1,206 Persons	



HOUSEHOLD STATUS

Households	Description	Unsheltered (3,057)	Sheltered (2,661)	Total (5,718)
Individuals	Individuals ages 18+	2,806	1,704	4,510
Families	Households with at least one adult and one child	94 Families 251 persons in households: 130 Adults 121 Children	295 Families 950 persons in households: 356 Adults 594 Children	389 Families 1,201 persons in households: 486 Adults 715 Children
Unaccompanied Youth	Minors (17 and younger without parent/guardian)	0	7	7

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2022 POINT IN TIME COUNT: CITY BY CITY

City	Unsheltered	Sheltered	Total
Anaheim	485	589	1,074
Brea	24	0	24
Buena Park	85	181	266
Cypress	28	0	28
Fullerton	202	70	272
La Habra	45	0	45
La Palma	8	0	8
Los Alamitos	4	9	13
Orange	134	116	250
Placentia	31	167	198
Stanton	62	148	210
Villa Park	0	0	0
Yorba Linda	4	0	4
County Unincorporated	1	0	1
Domestic Violence Programs		26	26
North Service Planning Area	1,113	1,306	2,419

City	Unsheltered	Sheltered	Total
Costa Mesa	150	58	208
Fountain Valley	38	0	38
Garden Grove	278	113	391
Huntington Beach	188	142	330
Newport Beach	96	0	96
Santa Ana	508	482	990
Seal Beach	8	0	8
Tustin	86	232	318
Westminster	159	0	159
County Unincorporated	11	36	47
Domestic Violence Programs		129	129
Central Service Planning Area	1,522	1,192	2,714

City	Unsheltered	Sheltered	Total
Aliso Viejo	13	4	17
Dana Point	27	0	27
Irvine	60	0	60
Laguna Beach	28	55	83
Laguna Hills	12	0	12
Laguna Niguel	29	0	29
Laguna Woods	7	0	7
Lake Forest	65	11	76
Mission Viejo	26	2	28
Rancho Santa Margarita	7	0	7
San Clemente	81	50	131
San Juan Capistrano	65	0	65
County Unincorporated	2	0	2
Domestic Violence Programs		41	41
South Service Planning Area	422	163	585

COMPARISON OF 2019 AND 2022 POINT IN TIME COUNT TOTALS

Year	Unshelte	red Count	Sheltere	ed Count	Total		
	#	%	#	%	#	%	
2019	3,961	57.74%	2,899	42.26%	6,860	100%	
2022	3,057	53.46%	2,661	46.54%	5, <i>7</i> 18	100%	
Difference	-904	-22.82%	-238	-8.21%	-1,142	-16.65%	

COMPARISON OF 2019 AND 2022 UNSHELTERED COUNTS BY SERVICE PLANNING AREA

Service Planning Area	2019 Unsl	neltered	2022 Un	sheltered	Difference		
	#	%	#	%	#	%	
North	1,596	40.29%	1,113	36.41%	-483	-30.26%	
Central	1,827	46.12%	1,522	49.79%	-305	-16.69%	
South	538	13.59%	422	13.80%	- 116	-21.56%	
Total	3,90	61	3,	057	-904	-22.82%	

COMPARISON OF 2019 AND 2022 SHELTERED COUNTS BY SERVICE PLANNING AREA

Service Planning Area	2019 Sh	eltered	2022 Sł	neltered	Difference		
	#	%	#	%	#	%	
North	1,169	40.32%	1,306	49.08%	137	11.72%	
Central	1,505	51.92%	1,192	44.79%	-313	-20.80%	
South	225	7.76%	163	6.13%	-62	-27.56%	
Total	2,8	99	2,6	661	-238	-8.21%	

COMPARISON OF 2019 AND 2022 POINT IN TIME COUNT - SUBPOPULATIONS AND DISABLING CONDITIONS

	2019 Unsheltered 3,714 Adults	2022 Unsheltered 2,936 Adults
Chronic Homelessness	52.02% 1,932 Adults	55.07% 1,617 Adults
Substance Use Issues	33.74% 1,253 Adults	41.45% 1,217 Adults
Physical Disability	31.18% 1,158 Adults	32.19% 945 Adults
Mental Health Issues	26.82% 996 Adults	29.53% 867 Adults
Developmental Disability	14.03% 521 Adults	14.27% 419 Adults
Domestic Violence	9.50% 353 Adults	9.84% 289 Adults
HIV/AIDS	1.80% 67 Adults	1.77% 52 Adults

	2019 Sheltered 2,166 Adults	2022 Sheltered 2,060 Adults
Chronic Homelessness	26.27% 569 Adults	38.40% 791 Adults
Substance Use Issues	26.64% 577 Adults	20.19% 416 Adults
Physical Disability	14.82% 321 Adults	24.85% 512 Adults
Mental Health Issues	31.21% 676 Adults	28.06% 578 Adults
Developmental Disability	4.85% 105 Adults	1.89% 39 Adults
Domestic Violence	8.54% 185 Adults	10.97% 226 Adults
HIV/AIDS	1.80% 39 Adults	3.74% 77 Adults

^{*}Some adults may identify with more than one subpopulation and/or report more than one disabling condition*

^{*}Data only includes adults, persons age 18 and older*

COMPARISON OF 2019 AND 2022 POINT IN TIME COUNT HOUSEHOLD INFORMATION

	2019 Unsheltered	2022 Unsheltered	Comp	arison
	#	#	#	%
Individuals	3,562	2,806	-756	-21.22%
Families	1105 1	0.4.5	-16	-14.55%
	110 Families 396 persons in households 152 Adults 244 Children	94 Families 251 persons in households 130 Adults 121 Children	-145 -22 -123	-36.62% -14.47% -50.41%
Unaccompanied Youth	3	0	-3	-100.00%

	2019 Sheltered	2022 Sheltered	Comp	arison
	#	#	#	%
Individuals	1,734	1,704	-30	-1.73%
Families	05/5 1	295 Families	-61	-1 <i>7</i> .13%
	356 Families 1,154 persons in households 432 Adults 722 Children	950 persons in households 356 Adults 594 Children	-204 -76 -128	-17.68% -17.59% -17.73%
Unaccompanied Youth	11	7	-4	-36.36%

	2019 Total	2022 Total	Comp	arison
	#	#	#	%
Individuals	5,296	4,510	-768	-14.84%
Families		2005 4	-77	-16.52%
	466 Families 1,550 persons in households 584 Adults 966 Children	389 Families 1,201 persons in households 486 Adults 715 Children	-349 -98 -251	-22.52% -16.78% -25.98%
Unaccompanied Youth	14	7	-7	-50.00%

Descriptions:

Individuals: Individuals ages 18+

Families: Households with at least one adult and one child

Unaccompanied Youth: Minors (17 and younger without parent/guardian)

North Service Planning Area

COMPARISON OF 2019 AND 2022 POINT IN TIME COUNT

	2019 Unsheltered	2022 Unsheltered	Com	parison	2019 Sheltered	2022 Sheltered	Com	parison	2019 Total			Comparison	
	#	#	#	%	#	#	#	%	#	#	#	%	
Anaheim	694	485	-209	-30.12%	508	589	81	15.94%	1,202	1,074	-128	-10.65%	
Brea	30	24	-6	-20.00%	0	0	0		30	24	-6	-20.00%	
Buena Park	142	85	-57	-40.14%	145	181	36	24.83%	287	266	-21	-7.32%	
Cypress	39	28	- 11	-28.21%	0	0	0		39	28	- 11	-28.21%	
Fullerton	308	202	-106	-34.42%	165	70	-95	-57.58%	473	272	-201	-42.49%	
La Habra	45	45	0		0	0	0		45	45	0		
La Palma	9	8	- 1	-11.11%	0	0	0		9	8	-1	-11.11%	
Los Alamitos	1	4	3	300.00%	21	9	- 12	-57.14%	22	13	-9	-40.91%	
Orange	193	134	-59	-30.57%	148	116	-32	-21.62%	341	250	-91	-26.69%	
Placentia	55	31	-24	-43.64%	108	167	59	54.63%	163	198	35	21.47%	
Stanton	<i>7</i> 1	62	-9	-12.68%	45	148	103	228.89%	116	210	94	81.03%	
Villa Park	0	0	0		0	0	0		0	0	0		
Yorba Linda	1	4	3	300.00%	0	0	0		1	4	3	300.00%	
County Unincorporated	8	1	-7	-87.50%	0	0	0		8	1	-7	-87.50%	
DV Programs					29	26	-3	-10.34%	29	26	-3%	-10.34%	
North Service													
Planning Area	1,596	1,113	-483	-30.26%	1,169	1,306	13 <i>7</i>	11.72%	2,765	2,419	-346	-12.51%	
Total													

Notes

- The thirteen cities in the North Service Planning Area jointly fund two regional shelters located in the Cities of Buena Park and Placentia to serve individuals experiencing homelessness in the North Service Planning Area
- The City of Stanton hosts two Homekey Program sites that currently operate as emergency shelter and will transition to permanent housing starting September 2022

Central Service Planning Area

COMPARISON OF 2019 AND 2022 POINT IN TIME COUNT - CITY BY CITY

	2019 Unsheltered	2022 Unsheltered	Com	parison	2019 Sheltered	2022 Sheltered	Com	parison	2019 2022 Total Total		Com	Comparison	
	#	#	#	%	#	#	#	%	#	#	#	%	
Costa Mesa	18 <i>7</i>	150	-37	-19. <i>7</i> 9%	6	58	52	866.67%	193	208	15	7.77%	
Fountain Valley	28	38	10	35. <i>7</i> 1%	14	0	-14	-100.00%	42	38	-4	-9.52%	
Garden Grove	163	278	115	70.55%	62	113	51	82.26%	225	391	166	73.78%	
Huntington Beach	289	188	-101	-34.95%	60	142	82	136.67%	349	330	-19	-5.44%	
Newport Beach	64	96	32	50.00%	0	0	0		64	96	32	50.00%	
Santa Ana	830	508	-322	-38.80%	939	482	-457	-48.67%	1 <i>,7</i> 69	990	-779	-44.04%	
Seal Beach	8	8	0	0.00%	0	0	0		8	8	0	0.00%	
Tustin	95	86	-9	-9.47%	264	232	-32	-12.12%	359	318	-41	-11.42%	
Westminster	159	159	0	0.00%	25	0	-25	-100.00%	184	159	-25	-13.59%	
County Unincorporated	4	11	7	175.00%	31	36	5	16.13%	35	47	12	34.29%	
DV Program					104	129	25	24.04%	104	129	25	24.04%	
Central Service Planning Area Total	1,827	1,522	-305	-16.69%	1,505	1,192	-313	-20.80%	3,332	2,714	-618	-18.55%	

Note

• The Cities of Newport Beach and Costa Mesa jointly fund the Costa Mesa Bridge Shelter to serve those experiencing homelessness in their cities

South Service Planning Area

COMPARISON OF 2019 AND 2022 POINT IN TIME COUNT - CITY BY CITY

	2019 Unsheltered	2022 Unsheltered	Com	parison	2019 Sheltered	2022 Sheltered	Con	parison	2019 Total	2022 Total	Con	nparison
	#	#	#	%	#	#	#	%	#	#	#	%
Aliso Viejo	1	13	12	1200.00%	0	4	4		1	1 <i>7</i>	16	1600.00%
Dana Point	32	27	-5	-15.63%	0	0	0		32	27	-5	-15.63%
Irvine	127	60	-67	-52.76%	3	0	-3	-100.00%	130	60	<i>-7</i> 0	-53.85%
Laguna Beach	<i>7</i> 1	28	-43	-60.56%	<i>7</i> 6	55	-21	-27.63%	147	83	-64	-43.54%
Laguna Hills	24	12	- 12	-50.00%	0	0	0		24	12	- 12	-50.00%
Laguna Niguel	7	29	22	314.29%	3	0	-3	-100.00%	10	29	19	190.00%
Laguna Woods	5	7	2	40.00%	0	0	0		5	7	2	40.00%
Lake Forest	76	65	- 11	-14.47%	36	11	-25	-69.44%	112	76	-36	-32.14%
Mission Viejo	22	26	4	18.18%	9	2	-7	-77.78%	31	28	-3	-9.68%
Rancho Santa Margarita	15	7	-8	-53.33%	0	0	0		15	7	-8	-53.33%
San Clemente	96	81	- 15	-15.63%	49	50	1	2.04%	145	131	- 14	-9.66%
San Juan Capistrano	62	65	3	4.84%	0	0	0		62	65	3	4.84%
County Unincorporated	0	2	2		0	0	0		0	2	2	
DV Program					49	41	-8	-16.33%	49	41	-8	-16.33%
South Service												
Planning Area	538	422	-116	-21.56%	225	163	-62	-27.56%	<i>7</i> 63	585	-1 <i>7</i> 8	-23.33%
Total												



2022 POINT IN TIME SUMMARY

HOMELESSNESS 101

Hosted by the City of Garden Grove



Empowered by Orange County United Way

Homelessness has reached crisis levels both locally and nationally. Many factors, including misinformation and myths, contribute to this growing problem.

This Homelessness 101 virtual class will provide information and answer some of the most frequently asked questions about this issue.

What is homelessness?
What causes people to become homeless?
What is the current state of homelessness in Orange County?
How can homelessness be solved?

By the end of this session, you will become familiar with the approaches, philosophies and terminologies associated with homelessness. More importantly, you will gain a much better understanding of the homeless system in our community, including up-to-date statistics and best practices for solving homelessness in Orange County for good.



Led by:

Atty McLellan

Manager,

Community Engagement

United to End Homelessness

Orange County United Way

If you have any questions please contact: Atty McLellan at attym@unitedwayoc.org

Monday, June 27

5:30 p.m. to 7:30 p.m. Click here to register:

https://bit.ly/3xB9ckq

Class will be held via Zoom

UnitedtoEndHomelessness.org
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NAVIGATION CENTER 101 VEBINAR



WHEN: Monday, July 11, 2022, 5:30 - 7:30 pm

WHERE: Virtual via Zoom

(Click here to register: https://bit.ly/3beeg6A)

The virtual Navigation Center 101 class will provide information and answer some of the most frequently asked questions about navigation centers.

- ? City's efforts.
- What is a navigation center and why is it important?
- What services are provided to residents of the navigation center?



Questions: Contact Timothy Throne, Program Specialist (714) 741-5144 · timothyt@ggcity.org

ggcity.org/endhomelessness





