AGENDA



Garden Grove City Council

Tuesday, October 25, 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

- Community Spotlight recognizing Congressman Alan Lowenthal on his retirement from Congress and long career in public service.
- 1.b. Community Spotlight recognizing the Garden Grove Unified School District for their achievements in 2022 that include: Civic Learning Awards; California Pivotal Practice Awards; ranked among America's best high schools; best Communities for Music Education Award; and Hare School named California Model Continuation High School.
- 1.c. Garden Grove Tourism Recovery update presented by Kevin Schjei, Garden Grove Tourism Improvement District Chairman and Junior Tauvaa, Visit Anaheim Marketing Director.
- 2. <u>ORAL COMMUNICATIONS</u> (to be held simultaneously with other legislative bodies)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. <u>CONSENT ITEMS</u>

(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 Resolution of Commendation for Congressman Alan Lowenthal upon his retirement. (*Action Item*)
- 3.b. Adoption of a Proclamation celebrating November 13th through 19th, 2022, as Nurse Practitioner Week. (*Action Item*)
- 3.c. Approval to extend the Lease Agreement with the Credit Union of Southern California for property located at 11390 Stanford Avenue, Garden Grove. (*Action Item*)
- 3.d. Authorization to increase a purchase order to National Auto Fleet Group for one (1) new Police Department patrol utility vehicle. (Cost: \$11,712.97) (Action Item)
- 3.e. Authorization to increase a purchase order to Stommel Inc., dba Lehr Auto for Police Department patrol vehicle outfitting. (Cost: \$75,000) (Action Item)
- 3.f. Approval of an Agreement with PetData, Inc., for the processing, issuance and collection of fees for animal pet licenses. (Cost: \$53,000 annually) (Action Item)
- 3.g. Award a contract to Nobel Systems, Inc., for Enterprise Computerized Maintenance Management System Software. (Cost: \$63,000 annually) (*Action Item*)
- 3.h. Receive and file minutes from the meeting held on September 27, 2022. (*Action Item*)
- 3.i. Receive and file warrants. (Action Item)

4. <u>COMMISSION/COMMITTEE MATTERS</u>

4.a. Receive and File Measure O Citizen's Oversight Committee Annual Report for Fiscal Year 2021-22. (*Action Item*)

5. ITEMS FOR CONSIDERATION

- 5.a. Approval of Amendment No. 4 to the agreement with CT&T Concrete Paving, Inc., for on-call concrete repair and replacement. (Cost: \$300,000) (*Action Item*)
- 5.b. Annual Report for the Be Well OC Mobile Response Team Pilot Program and approval of a First Amendment with Be Well OC (Mind OC). (Cost: \$450,000) (Action Item)
- 6. <u>MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY</u> MANAG<u>ER</u>

7. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, November 8, 2022, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

Happy Early Birthday to Council Member O'Neill

Agenda Item - 3.a.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Maria Stipe

Dept.: City Manager Dept.: City Manager

Subject: Adoption of a Resolution of Date: 10/25/2022

Commendation for Congressman Alan Lowenthal upon his

retirement. (Action Item)

Attached is a Resolution of Commendation for Congressman Alan Lowenthal in recognition of his long career in public service and retirement as California's 47th congressional district representative recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Resolution of	10/20/2022	Resolution	Lowenthal_Reso_of_Commendation_II_(1).pdf

Resolution of Commendation

Congressman Alan Lowenthal, 47th District

- WHEREAS, Congressman Alan Stuart Lowenthal was born on March 8, 1941 in New York, NY, earning his Ph.D. from Ohio State University, the same university attended by Garden Grove founder, Alonzo G. Cook; and
- WHEREAS, In 1969, Congressman Lowenthal moved to Long Beach, CA to teach at California State University, Long Beach, and in 1992 was elected to the Long Beach City Council where he served for six years, followed by three terms in the state assembly, then two years in the state senate; and
- WHEREAS, In 2012, he successfully ran for the newly-created 47th District, one of the most ethnically-diverse districts in the nation that encompasses Garden Grove along with several other western Orange County and eastern Los Angeles County cities, that was followed by highly successful re-elections in 2014, 2016, 2018, and 2020; and
- WHEREAS, An advocate of many noteworthy causes, Congressman Lowenthal rallied for millions of dollars in regional funding for key infrastructure projects that included the Garden Grove Chapman Avenue/Lamplighter Street fiber-optic traffic signal system, and the OC Streetcar project; he also supported passage of the 2021 American Rescue Plan Act, which allocated \$48 million in critical COVID-19 relief funds to the City, as well as the CARES Act that provided nearly \$1.8 million for homeless prevention and nutrition services, along with the CARES Act's Coronavirus Emergency Supplemental Funding Program directed to the Garden Grove Police Department's COVID-19 response efforts; and
- WHEREAS, In honor of long-time Garden Grove resident and Medal of Honor recipient Tibor Rubin, Congressman Lowenthal introduced legislation to rename the Department of Veteran Affairs Medical Center in Long Beach, as the Tibor Rubin VA Medical Center, that was signed into law in 2016 by President Obama; and
- WHEREAS, Congressman Lowenthal co-hosted an annual Garden Grove Veteran's Day flag raising ceremony, as well as free local health care fairs, and attended countless Garden Grove community events, such as the Garden Grove Call to Duty Police Memorial; and
- WHEREAS, After an illustrious 30-year career in public service, Congressman Alan Lowenthal will retire at the conclusion of his current term.
- NOW, THEREFORE, BE IT RESOLVED, that the City of Garden Grove does hereby recognize and commend Congressman Alan Lowenthal on his retirement, expressing deepest appreciation for his valued contributions towards the betterment of Garden Grove, and wishing him many new wonderful memories ahead.

Agenda Item - 3.b.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Adoption of a Proclamation Date: 10/25/2022

celebrating November 13th through 19th, 2022, as Nurse Practitioner Week. (*Action*

Item)

Attached is a proclamation recognizing Nurse Practitioner Week from November 13th through 19th, 2022, recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Proclamation	10/17/2022	Proclamation	10-25- 22 Nurse Practitioner Week.pdf

PROCLAMATION

"National Nurse Practitioner Week" November 13th – 19th, 2022

WHEREAS, nurse practitioners (NPs) serve as trusted frontline healthcare providers in California;

WHEREAS, from the front lines of the pandemic to telehealth, NPs are rising to meet the needs of patients in all communities and practice settings;

WHEREAS, NPs provide high-quality primary, acute and specialty care services while focusing on health promotion, disease prevention, health education and counseling, guiding patients to make smarter health and lifestyle choices every day;

WHEREAS, there are 355,000 licensed NPs in the United States who have achieved advanced education and clinical training, building upon their initial registered nurse preparation;

WHEREAS, 22 states, the District of Columbia, Guam and the Northern Mariana Islands have implemented Full Practice Authority for NPs, granting patients full and direct access to outstanding care with better utilization through modernized state laws and improved policies to promote high quality, accessible, and cost effective health care; and

WHEREAS, leading governmental and policy entities including the National Academy of Medicine, National Council of State Boards of Nursing, National Governors Association and Federal Trade Commission have taken notice of the benefits of NP Full Practice Authority and have endorsed such a regulatory model.

NOW, THEREFORE, the Garden Grove City Council, does hereby declare in recognition of the countless contributions that nurse practitioners have made over the past half century and will continue to make to the health and well-being of citizens in our state, November 13th through 19th, 2022, as Nurse Practitioner Week.

October 25, 2022

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

Dept.: City Manager Dept.: Community and Economic

Date:

Development 10/25/2022

Subject: Approval to extend the

> Lease Agreement with the Credit Union of Southern California for property located at 11390 Stanford Avenue, Garden Grove.

(Action Item)

OBJECTIVE

For City Council to approve the Sixth Amendment to the Credit Union of Southern California Lease (Sixth Amendment) for the continued use of office space at 11390 Stanford Avenue, Garden Grove.

BACKGROUND

The office located at 11390 Stanford Avenue owned by the City of Garden Grove (City) has been leased to Credit Union of Southern California and its predecessor, Golden West Cities Federal Credit Union (Golden West), since 1979. In 2002, the City and Golden West executed a lease amendment (First Amendment), extending the term for fifteen (15) additional years. In 2014, Credit Union of Southern California (CUSC) and Golden West merged and the lease was assigned to CUSC. In September 2016, Staff and CUSC negotiated another lease extension (Second Amendment) for three (3) additional years, with two (2) one-year options. In 2019, the City and CUSC executed the Third Amendment, the first of two (2) one-year options, extending the lease through December 1, 2020. In 2020, the City and CUSC executed the Fourth Amendment, extending the lease for the second one-year option through December 1, 2021, and negotiated for two (2) additional one-year lease extension options with the rent adjusted each year via Consumer Price Index (CPI), not to exceed three percent (3%). The first-year option extended the lease through December 1, 2022.

DISCUSSION

The CUSC has requested to exercise the second, one-year lease extension option, extending the lease through December 1, 2023, the Sixth Amendment. The rent will be adjusted via CPI, calculated at 3.0% maximum, the new rent will be Five Thousand Eight Hundred and Ten Dollars and 18/100 Cents (\$5,810.18) per month. Additionally, the CUSC has requested for one (1) more one-year lease extension option to be added to the Sixth Amendment with the same CPI rent adjustment terms.

FINANCIAL IMPACT

Revenues generated from the Sixth Amendment in the amount of \$5,810.18 per month or \$69,722.12 for the year will be deposited into the City's General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Sixth Amendment to the Lease Amendment with Credit Union of Southern California for continued occupancy of 11390 Stanford Avenue; and
- Authorize the City Manager to execute the Sixth Amendment and make minor modifications as needed on behalf of the City.

By: Paul Guerrero, Real Property Agent

ATTACHMENTS:

	-		
Description	Upload Date	Туре	File Name
Credit Union of Southern California Amendment No.	10/17/2022	Agreement	Credit_Union_of_Southern_California_Amendment_No6.docx

SIXTH AMENDMENT TO LEASE AGREEMENT

This SIXTH AMENDMENT TO LEASE AGREEMENT (Sixth Amendment) is made and entered into this day of October _____, 2022, by and between the CITY OF GARDEN GROVE, a municipal corporation (City) and CREDIT UNION OF SOUTHERN CALIFORNIA, a California corporation (Tenant).

RECITALS

- A. Whereas, the City and Golden West Cities Federal Credit Union previously entered into that certain Lease Agreement, dated November 19, 1991, as amended by that certain First Amendment to Lease Agreement, dated December 1, 2001 and Second Amendment to Lease Agreement dated November 22, 2016 (collectively, the "Lease") pertaining to certain real property owned by the City located at 11390 Stanford Avenue, Garden Grove, CA, referred to herein as the "Premises."
- B. Whereas, Golden West Cities Federal Credit Union merged with Credit Union of Southern California and the Garden Grove City Council approved assignments of the Lease to Credit Union of Southern California.
- C. Whereas, effective April 1, 2014, Credit Union of Southern California assumed, all of Golden West Cities Federal Credit Union's rights, obligations, and liabilities as "Tenant" under the Lease.
- D. Whereas, the City and Tenant desire to amend the Lease to extend the term thereof subject to the terms set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals that are a substantive part hereof and the covenants herein contained, and in consideration of the terms and conditions of this Sixth Amendment, City and Tenant agree as follows:

- 1. The monthly rental amount is hereby amended and changed to Five Thousand Eight Hundred and Ten Dollars and 18/100 Cents (\$5,810.18) per month.
- 2. The termination date of the Lease is hereby amended from December 1, 2022 and is extended for an additional year, terminating on December 1, 2023.
- 3. The Tenant shall have the option to extend the term of the Lease for an additional one year. The Tenant shall provide the City with 90-day advance written notice of its intent to exercise each one-year extension option prior to the expiration of the then current term. For the extension period, the monthly rental shall be adjusted by the Consumer Price Index, not to exceed three percent (3%).
- 4. All other terms, covenants, and conditions set forth in the Lease shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and Tenant have executed the SIXTH AMENDMENT TO LEASE AGREEMENT as of the date first above written.

	"CITY" CITY OF GARDEN GROVE,
	A municipal corporation
Date:	By: Scott C. Stiles Dated City Manager
	"TENANT" CREDIT UNION OF SOUTHERN CALIFORNIA a California Corporation
	Ву:
	Title:
	Dated:
	Tax I.D.:
	If TENANT, is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY
ATTESTED:	
Teresa Pomeroy City Clerk	
APPROVED AS TO FORM:	
Omar Sandoval Garden Grove City Attorney	

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

Dept.: City Manager Dept.: Public Works

Subject: Authorization to increase a Date: 10/25/2022

purchase order to National Auto Fleet Group for one (1) new Police Department patrol utility vehicle. (Cost: \$11,712.97)

(Action Item)

<u>OBJECTIVE</u>

To obtain City Council approval to increase a purchase order to National Auto Fleet Group for one (1) new Police Department patrol utility vehicle.

BACKGROUND

The Public Works Department Vehicle Maintenance Division is responsible for maintaining the City's fleet of vehicles and equipment. On April 12, 2022, the City Council approved a purchase order to National Auto Fleet Group in the amount of \$38,188.88 for one (1) new 2022 Ford Police patrol utility vehicle. Due to the shortage of vehicle computer chips and other components, the vehicle was cancelled by the Ford factory and has moved to the 2023 model year. The cost of the 2023 model year increased substantially to a new cost of \$49,901.85, a difference of \$11,712.97.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member, the City is able to utilize Sourcewell bid awards for vehicle and equipment purchases. This vehicle is being purchased through Sourcewell contract #091521-NAF and will require an increase of \$11,712.97 to purchase order #P221690 for a total of \$49,901.85.

FINANCIAL IMPACT

The financial impact to the Fleet Management Fund would be \$11,712.97. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that City Council:

- Authorize an increase of \$11,712.97 to the current purchase order to National Auto Fleet Group for the purchase of one (1) new Police Department patrol utility vehicle; and
- Authorize the appropriation of \$11,712.97 from the Fleet Management Fund to the Fiscal Year 22/23 Budget.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description Upload Date Type File Name

Purchase

10/10/2022 Backup Material Purchase_Order_#P221690.PDF Order

#P221690

Nation Auto

Fleet Group Quote 2023 $10/10/2022 \frac{\text{Backup}}{\text{Material}} \text{CITY_OF_GARDEN_GROVE_FORD_UTILITY_NON_HYBRID_2023_PATROL_CANCELED_REQUOTE.docx}$

Ford Utility



GARDEN GROVE

CITY OF GARDEN GROVE

PURCHASING: (714) 741-5052 ACCOUNTS PAYABLE: (714) 741-5068

VENDOR: V00092

72 HR LLC PO BOX 1131

ALHAMBRA, CA 91802-1131 VENDOR PHONE: 626-457-5590

PURCHASE ORDER P221690

04/14/2022

Purchase Order No. must appear on all packages, invoices, and shipping papers

SHIP TO:

PUBLIC WORKS - ADMINISTRATION
ATTN: ADMINISTRATION
13802 NEWHOPE ST
GARDEN GROVE, CA 92843
Attn: STEVE SUDDUTH

Terms: Net 30 / FOB Destination Requisition #: PR205172 Delivery Date: Contract Expiration Date: Buyer: NEAL MANALANSAN Bid Reference:

Contra	ct Expiration Date:	Buyer: NEAL	MANALANSAI	V	Bid Referen	ce:
ITEM	DESCRIPTION		QTY	UNIT	PRICE	TOTAL PRICE
0001	2022 FORD POLICE INTERCEPTOR UTILITY NON-HYBRID VEHICLE		1.00	EA	33,980.00	36,953.25
	THIS VEHICLE IS AVAILABLE UNDER THE NJPA/SOURCEWELL CONTRACT 091521-NAF. GL: 7025331515-54010					
0002	BLACK AND WHITE PAINT GL: 7025331515-54010		1.00	EA	1,050.00	1,141.88
0003	TRANSPORTATION FEE GL: 7025331515-54010		1.00	EA	85.00	85.00
0004	TIRE TAX		1.00	EA	8.75	8.75
	PRICE PER QUOTE DATED 7/9/22					
	PLEASE CONTACT STEVE SUDDUTH AT 714-741-5 TO SCHEDULE DELIVERY.	5390				
	THIS PURCHASE ORDER WAS APPROVED BY THE CITY COUNCIL ON APRIL 12, 2022, PER THE ATTACHED CITY COUNCIL MEETING AGENDA. GL: 7025331515-54010	:				
					TOTAL	\$38,188.88

I hereby certify that i have received, carefully weighed, measured, or counted the items indicated above and that qualities and quantities are correctly stated or that the services indicated above have been performed in a satisfactory manner.	
Ву:	BY <u>Sum dras Dejawa</u>
Date:	·

PLEASE SEE THE CITY'S TERMS AND CONDITIONS

BILL TO:

CITY RECEIPT:

CITY OF GARDEN GROVE | SUBJECT: INVOICE SUBMISSION | ATTN: ACCOUNTS PAYABLE DEPT | PO BOX 3070 | GARDEN GROVE, CA 92842 Or send electronic version of your invoice to accountspayable@ggcity.org

Date: 04/14/2022

Purchase Order General Terms and Conditions

- 1. In accepting the award of a purchase order from the City of Garden Grove, the Supplier agrees to having read and acknowledged these Conditions. If Supplier rejects To any such terms and conditions, Supplier shall notify City in writing within three (3) days after its receipt of the purchase order and withhold any acceptance of the purchase order and not start any performance, ship any goods or furnish any services in connection to the purchase order until such objection is settled in writing signed by City and Supplier.
- 2. This purchase order shall be governed by the laws of the State of California.
- 3. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax and supplier shall not charge this tax to City. Charges for Shipping and Handling should be separated and reflected on the invoice.
- 4. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on July 1 and ends on June 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the purchase order shall terminate at no additional cost or obligation to City.
- 5. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give notice stating the cause of the delay to City.
- 6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least one year after delivery, unless otherwise agreed. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and, if Supplier so directs, will be returned at Supplier's expense.
- 7. City shall not be liable for, and Supplier shall defend (with attorneys approved by City), indemnify, and hold harmless City and its officers, agents, employees and volunteers (collectively "City Parties"), against any aAnd all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs ("Claims"), which arise out of or are In any way connected to the work performed by Supplier, and covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Supplier or its officers, employees, agents, contractors, licensees or servants. Supplier shall have no obligation, however, to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties.

- 8. City reserves the right to terminate this purchase order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the purchase order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this purchase order immediately upon Supplier's breach.
- 9. City reserves the right to terminate this purchase order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any losses sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the purchase order price of obtaining items or services from other sources similar to those terminated or rejected.
- 10. Supplier shall not substitute items without approval of the City Purchasing Manager or designee.
- 11. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this purchase order that Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.
- 12. Supplier shall not assign this purchase order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.
- 13. This purchase order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this purchase order.
- 14. Supplier must comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.
- 15. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.
- 16. City's purchases are based on its actual needs and requirements. City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.
- 17. Shipping Deliveries must be prepaid. City will not accept COD shipments. Packing lists must accompany each shipment, showing purchase order number, description and part number for each item. Shipments must be identified as "PARTIAL" or "COMPLETE". Over shipments, unless specifically authorized, will not be accepted.

CITY OF GARDEN GROVE

Purchase Order General Terms and Conditions

- 18. Material is subject to Purchasing Division staff inspection and approval within a reasonable time after delivery; if specifications are not met, material may be returned at Supplier's expense.
- 19. Invoicing Within 45 days of delivery of goods or within 45 days following completion of performance of services, Supplier must promptly render an invoice for each partial or complete shipment or service performed which includes the purchase order number. Payment may be significantly delayed for late invoices or those invoices that do not include a purchase order number.
- 20. Payment –Unless otherwise specified, the City shall pay properly submitted invoices not more than 30 days after (i) the acceptance of goods or services by the City; and (ii) receipt of an undisputed invoice. Late payment penalties shall not apply to this order.
- 21. Insurance- Must provide and maintain \$1,000,000 General Liability insurance (or as determined by City), and name the City of Garden Grove as an Additional Insured; Workers' Comp and Auto Liability also required.
- 22. Electronic Payment Program Vendors interested in enrolling in the electronic payment program should request an Electronic Payment form from accountspayable@ggcity.org or by visiting the City's website www.ggcity.org.



A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076 (855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax Fleet@NationalAutoFleetGroup.com

October 4, 2022

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

Dear Mr. Sudduth,

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

National Auto Fleet Group will sell, service and deliver at Garden Grove, new/unused 2023 Ford Police Utility Non-Hybrid responding to your requirement with the attached specifications for \$44,454.00 plus Paint, Upfit State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 091521-NAF.

	One unit MSRP	Selling Price	Total Savings	Total Savings
2023 Ford Police Interceptor Utility Non Hybrid	48,040.00	44,454.00	7.46%	3,586.00
Black and White Paint		1,250.00		
Sub Total		45,704.00		
Sales Tax		3,999.10		
Tire Tax		8.75		
Transport		190.00		
Total		49,901.85		

Terms are net 30 days.

Delivery 120-150 Days ARO

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

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-457-5590 O / 714-264-1867 C / Buzzard5150@gmail.com

















City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

Dept.: City Manager Dept.: Public Works

Subject: Authorization to increase a Date: 10/25/2022

purchase order to Stommel Inc., dba Lehr Auto for Police Department patrol vehicle outfitting. (Cost: \$75,000)

(Action Item)

OBJECTIVE

To obtain City Council approval to increase a purchase order to Stommel Inc. dba Lehr Auto for outfitting Police patrol vehicles.

BACKGROUND

The Public Works Department Vehicle Maintenance Division is responsible for maintaining the City's fleet of vehicles and equipment. On November 10, 2020, the City Council approved a purchase order to Stommel Inc. dba Lehr Auto in the amount of \$175,000 per year for three (3) years with the option to extend for two (2) more years for a grand total of \$875,000. Due to increased costs in materials and labor, along with an unexpected increase in the number of patrol vehicles needing to be outfitted, the purchase order has been exhausted with open unpaid invoices and vehicles that are still at the vendor being built.

DISCUSSION

Vehicle Maintenance is projecting an increase of \$75,000 for the remainder of the current year's purchase order as well as an increase of the remaining three (3) years that were approved by the City Council.

FINANCIAL IMPACT

The financial impact to the Fleet Management Fund would be \$75,000, for a total of \$250,000. There is no impact to the General Fund.

Due to this increase, an additional \$75,000 will need to be appropriated from the Fleet Management Fund to the Fiscal Year 21/22 and 22/23 budget.

RECOMMENDATION

It is recommended that City Council:

- Authorize an increase to the current purchase order to Stommel Inc. dba Lehr Auto in the amount of \$75,000 for a total of \$250,000, and an increase of \$75,000 per year for the remaining three (3) years; and
- Authorize the appropriation of \$75,000 from the Fleet Management Fund to the Fiscal Year 21/22 and 22/23 Budget.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:			
Description	Upload Date	Туре	File Name
Lehr Auto invoice	10/13/2022	Backup Material	Lehr_invoice_S176125.pdf
Lehr Auto invoice	10/13/2022	Backup Material	Lehr_invoice_S174034.pdf
Lehr Auto invoice	10/13/2022	Backup Material	Lehr_invoice_S177022.pdf



INVOICE

Page: 1 SI76125 7/14/2022 8/23/2022 NET 45

Due Date Terms Payment Method:

Invoice Number:

Invoice Date:

Ship

To: City of Garden Grove

A/P Department / Invoice Submission

P.O. Box 3070

Garden Grove, CA 92842

USA

17116 PD (FLEET #287)

B200091 EXP 11/9/23 SO73675

Customer ID P.O. Number Blanket PO: Our Order No. SalesPerson Beau Shumway Phone No.

Bill

To: City of Garden Grove

A/P Department / Invoice Submission

Installation at Lehr UPS

P.O. Box 3070

Garden Grove, CA 92842

Ship Date 7/14/2022

Tracking No

Ship Via

Location Lehr - Anaheim

Sell-to Contact:

Vehicle Information

2021 FORD EXPLORER PIU, VIN: 1FM5K8ABXMGA43025 , Lic: 1614473 Unit: (287) Color: B/W

Item No.	Description	Manufacturer Name	Ord.	Ship	B/O	Unit Price	Total Price
	Front End Equipment						
BK2017ITU20	PB450L2 ALUM PUSH BUMPER 2 LT ION	Setina	1	1		670.65	670.65
5V1R	500 V-SERIES WARNING LT RED	Whelen	1	1		201.00	201.00
5V1B	500 V-SERIES WARNING LT BLUE	Whelen	1	1		201.00	201.00
5FLANGEB	500 SER FLANGE KIT, BLK	Whelen	2	2		7.80	15.60
FK0400ITU20	PB5 PB300/400 FENDER WRAP 2020-21 UTILITY	Setina	1	1		415.20	415.20
SA315P	SIREN SPEAKER 100W	Whelen	1	1		179.99	179.99
SAK9	SPEAKER BRACKET	Whelen	1	1			
EX0011	PATROL POWER HARNESS FRT MNT PI UTIL 2020	Patrol Power	1	1		879.00	879.00
VTX609C	VERTEX SUPER-LED LIGHT WHT	Whelen	2	2		71.07	142.14
VTXADAPT	TWIST IN ADAPTOR	Whelen	2	2		7.00	14.00
	Roof Equipment						
HAF4016A	800MHZ ANTENNA, MOTOROLA	Misc Radio Parts	2	2		28.10	56.20
AP-M2M2-CCWG	Antenna; 2 Cell/LTE & 1 WiFi & GNSS	Airgain	1	1		129.00	129.00
STPKT105	STRAP KIT UTILITY 2020-	Whelen	1	1		38.00	38.00
	Lightbar supplied by customer						
	Drivers Compartment						
C-VS-1508-INUT	23" ULTRA-LOW-PROFILE ANGLED CONSOLE 2020 UTILITY	Havis	1	1		359.41	359.41
	Face plates needed:						
C-EB40-CCS-1P	FACE PLATE 1 PC 4" (Whelen control head)	Havis	1	1			
C-EB25-XTL-1P	FACE PLATE 1 PC 2.5" (radio)	Havis	1	1			
C-EB15-HLN-1P	FACE PLATE 1 PC 1.5"(scanner)	Havis	1	1			
CUP2-1001	SELF-ADJUSTING DOUBLE CUP HOLDER 4"	Havis	1	1		52.07	52.07
C-ARM-109	INTERNAL MOUNT ARMREST-FLIP UP 4"	Havis	1	1		228.66	228.66
C-FP-3	FACE PLATE 3"	Havis	1	1			
C-FP-2	FACE PLATE 2"	Havis	2	2			
55-4630	8 OHM SPEAKER	Motorcraft	2	2		26.00	52.00
55-4632	SPEAKER GRILLE	Motorcraft	2	2		8.00	16.00



INVOICE

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Terms Payment Method:

Invoice Number:

Invoice Date:

Due Date

Ship

To: City of Garden Grove

A/P Department / Invoice Submission

P.O. Box 3070

Garden Grove, CA 92842

USA

Customer ID 17116
P.O. Number PD (FLEET #287)
P.O. Number PD (FLEET #287)

Blanket PO: B200091 EXP 11/9/23
Our Order No. SO73675
SalesPerson Beau Shumway

Phone No.

Garden Grove, CA 92842

A/P Department / Invoice Submission

Installation at Lehr UPS

City of Garden Grove

Ship Date 7/14/2022

P.O. Box 3070

Tracking No

Ship Via

Bill

To:

Location Lehr - Anaheim

Sell-to Contact:

Vehicle Information

2021 FORD EXPLORER PIU, VIN: 1FM5K8ABXMGA43025 , Lic: 1614473 Unit: (287) Color: B/W

Item No.	Description	Manufacturer Name	Ord.	Ship	В/О	Unit Price	Total Price
60CREGCS	12V WHT/RED 6" COMPARTMENT LT	Whelen	1	1		145.60	145.60
GK10342UXL	DUAL WEAPONS MNT (universal lock w/ H-key)	Setina	1	1		459.00	459.00
C399K4	OBDII CANPORT CABLE KIT FORD W/O OEM OPTION 61B	Whelen	1	1			
C-DMM-3015	Heavy-Duty Dash Mount for 2020-2021 Ford Intercept	Havis	1	1		390.00	390.00
DS-PAN-1201	CF33 TABLET DOCK, NO PASS	Havis	1	1		775.98	775.98
C-MD-119	11" SLIDE ARM	Havis	1	1		261.80	261.80
C-SM-SA	MOUNTING BKT UNIV	Havis	1	1		41.88	41.88
C-KBM-202	RUGGED KEYBOARD MNT ADAPTER COMBO Prisoner Compartment	Havis	1	1		131.02	131.02
PK1126ITU20TM	#10XL C COATED POLY PARTITION tall Sub below items due to item shortages, prices reflect quote	Setina	1	1		806.65	806.65
PS-20-UVFX-OS-RL	ABS SEAT W/OS BELTS, R. PART POLY WINDOW	Troy Products	1	1		1,571.04	1,571.04
WK0595ITU20	POLY WINDOW BAR	Setina	1	1		254.15	254.15
3SRCCDCR	3" ROUND SPLIT RED/WHT COMPARTMENT LIGHT Back End Equipment	Whelen	1	1		63.00	63.00
CP-UV20-CARGO	CSM: Cencom Carbide controller 2020 PI SUV TILT-UP CARGO MNT W/GAS SHOCKS	Troy Products	1	1		648.00	648.00
AC-20-UV-TRAY	2020 PI SUV ELEC TRAY BOLTS TO CP-UV20-CARGO	Troy Products	1	1		217.50	217.50
AC-20-UV-HATCH	2020 PI SUV HATCH WIND SCRN; SQ HOLE PUNCHED	Troy Products	1	1		117.75	117.75
475-1530/GLH – GR4	Jotto Desk Gun lock for XL 40 mm	JottoDesk	1	1		459.00	459.00
CM006385	GAS SHOCK, PAIR	Havis	1	1		78.55	78.55
VTX609R	VERTEX SUPER-LED LIGHT RED	Whelen	2	2		76.99	153.98
INSTALL	INSTALL MATERIALS	Service Items	1	1		225.00	225.00
1	INSTALLATION CHARGES	Labor Items	51	51		95.00	4,845.00
22-2222	BATON HOLDER/PR	Misc Parts	2	2		9.00	18.00
TLIA	ION T AMBER	Whelen	1	1		79.99	79.99
TLIB	ION T-SERIES LINEAR SUPER-LED, BLUE	Whelen	1	1		79.99	79.99
HLN7002A	TRUNNION KIT (Radio no longer double-stacked)	Misc Radio Parts	2	2		43.75	87.50



INVOICE

Page: 3 SI76125 7/14/2022

 Invoice Date:
 7/14/2022

 Due Date
 8/23/2022

 Terms
 NET 45

Payment Method:

Invoice Number:

Ship

To: City of Garden Grove

A/P Department / Invoice Submission

P.O. Box 3070

Garden Grove, CA 92842

USA

Customer ID 17116

P.O. Number PD (FLEET #287)
Blanket PO: B200091 EXP 11/9/23

Our Order No. SO73675 SalesPerson Beau Shumway

Phone No.

Ship Via Installation at Lehr UPS

A/P Department / Invoice Submission

Ship Date 7/14/2022

P.O. Box 3070

Tracking No

Bill

To:

Location Lehr - Anaheim

City of Garden Grove

Garden Grove, CA 92842

Sell-to Contact:

Vehicle Information

2021 FORD EXPLORER PIU, VIN: 1FM5K8ABXMGA43025, Lic: 1614473 Unit: (287) Color: B/W

Item No.	Description	Manufacturer Name	Ord.	Ship	B/O U	Unit Price	Total Price
HKN6245A	MOTOROLA RADIO CABLE 1' (radio no longer double stacked)	Misc Radio Parts	1	1		28.00	28.00

Please Remit Payment To:Amount Subject to Sales Tax USD15588.39240 Prototype DrAmount Exempt from Sales Tax USD0.00

Reno, NV 89521

Direct Questions to: AR@lehrauto.com

 Subtotal:
 15,588.30

 Total Sales Tax:
 1,363.98

Total USD:

16,952.28

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight.



INVOICE

Page: 1 SI74034 5/13/2022 6/22/2022 NET 45

Due Date Terms Payment Method:

Invoice Number:

Invoice Date:

Ship

To: City of Garden Grove

A/P Department / Invoice Submission

P.O. Box 3070

Garden Grove, CA 92842

USA

Customer ID 17116

P.O. Number PD29 (NEW)
Blanket PO: B200091 EXP 11/9/23

Our Order No. SO71186 SalesPerson Beau Shumway

Phone No.

Ship Via Installation at Lehr UPS

Garden Grove, CA 92842

A/P Department / Invoice Submission

Ship Date 5/13/2022

P.O. Box 3070

Tracking No

Bill

To:

Location Lehr - Anaheim

City of Garden Grove

Sell-to Contact: Raph / Steve suddeth / Robert Stephenson

Vehicle Information

2021 FORD EXPLORER PIU, VIN: 1FMK8AB6MGA43023 , Lic: 1614472 Unit: 29 Color: B/W

Item No.	Description	Manufacturer Name	Ord.	Ship	В/О	Unit Price	Total Price
	Front End Equipment						
BK2017ITU20	PB450L2 ALUM PUSH BUMPER 2 LT ION	Setina	1	1		670.65	670.65
5V1R	500 V-SERIES WARNING LT RED	Whelen	1	1		201.00	201.00
5V1B	500 V-SERIES WARNING LT BLUE	Whelen	1	1		201.00	201.00
5FLANGEB	500 SER FLANGE KIT, BLK	Whelen	2	2		7.80	15.60
FK0400ITU20	PB5 PB300/400 FENDER WRAP 2020-21 UTILITY	Setina	1	1		415.20	415.20
SA315P	SIREN SPEAKER 100W	Whelen	1	1		179.99	179.99
SAK9	SPEAKER BRACKET	Whelen	1	1			
EX0011	PATROL POWER HARNESS FRT MNT PI UTIL 2020	Patrol Power	1	1		879.00	879.00
VTX609C	VERTEX SUPER-LED LIGHT WHT	Whelen	2	2		71.07	142.14
VTXADAPT	TWIST IN ADAPTOR	Whelen	2	2		7.00	14.00
	Roof Equipment						
HAF4016A	800MHZ ANTENNA, MOTOROLA	Misc Radio Parts	2	2		28.10	56.20
AP-M2M2-CCWG	Antenna; 2 Cell/LTE & 1 WiFi & GNSS	Airgain	1	1		129.00	129.00
STPKT105	STRAP KIT UTILITY 2020-	Whelen	1	1		38.00	38.00
	Lightbar supplied by customer						
	Drivers Compartment						
C-VS-1508-INUT	23" ULTRA-LOW-PROFILE ANGLED CONSOLE 2020 UTILITY	Havis	1	1		359.41	359.41
	Face plates needed:						
C-EB40-CCS-1P	FACE PLATE 1 PC 4" (Whelen control head)	Havis	1	1			
C-EB25-XTL-1P	FACE PLATE 1 PC 2.5" (radio)	Havis	1	1			
C-EB15-HLN-1P	FACE PLATE 1 PC 1.5"(scanner)	Havis	1	1			
C-CUP2-I	CON,ACSY,CUP HOLDER 4" (switch to CUP2-1001 when in stock)	Havis	1	1		36.34	36.34
C-ARM-109	INTERNAL MOUNT ARMREST-FLIP UP 4"	Havis	1	1		228.66	228.66
C-FP-3	FACE PLATE 3"	Havis	2	2			
C-FP-2	FACE PLATE 2"	Havis	2	2			
55-4630	8 OHM SPEAKER	Motorcraft	2	2		26.00	52.00
55-4632	SPEAKER GRILLE	Motorcraft	2	2		8.00	16.00



INVOICE

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Terms Payment Method:

Invoice Number:

Invoice Date:

Due Date

Ship

To: City of Garden Grove

A/P Department / Invoice Submission

P.O. Box 3070

Garden Grove, CA 92842

USA

Customer ID 17116 P.O. Number PD29 (NEW)

Blanket PO: B200091 EXP 11/9/23 Our Order No. SO71186

SalesPerson Beau Shumway Phone No.

Ship Via Installation at Lehr UPS

Garden Grove, CA 92842

A/P Department / Invoice Submission

Ship Date 5/13/2022

P.O. Box 3070

Tracking No

Bill

To:

Location Lehr - Anaheim

City of Garden Grove

Sell-to Contact: Raph / Steve suddeth / Robert Stephenson

Vehicle Information

2021 FORD EXPLORER PIU, VIN: 1FMK8AB6MGA43023 , Lic: 1614472 Unit: 29 Color: B/W

Item No.	Description	Manufacturer Name	Ord.	Ship	B/O	Unit Price	Total Price
60CREGCS	12V WHT/RED 6" COMPARTMENT LT	Whelen	1	1		145.60	145.60
GK10342UXL	DUAL WEAPONS MNT (universal lock w/ H-key)	Setina	1	1		459.00	459.00
MMSU-1	MAGNETIC MIC KIT	Magnetic Mic	1	1		34.95	34.95
C399K4	OBDII CANPORT CABLE KIT FORD W/O OEM OPTION 61B	Whelen	1	1			
C-DMM-3015	Heavy-Duty Dash Mount for 2020-2021 Ford Intercept	Havis	1	1		390.00	390.00
DS-PAN-1201	CF33 TABLET DOCK, NO PASS	Havis	1	1		775.98	775.98
C-MD-119	11" SLIDE ARM	Havis	1	1		261.80	261.80
C-SM-SA	MOUNTING BKT UNIV	Havis	1	1		41.88	41.88
C-KBM-202	RUGGED KEYBOARD MNT ADAPTER COMBO	Havis	1	1		131.02	131.02
	Prisoner Compartment						
PK1126ITU20TM	#10XL C COATED POLY PARTITION tall	Setina	1	1		806.65	806.65
PS-20-UVFX-OS-RL	ABS SEAT W/OS BELTS, R. PART POLY WINDOW	Troy Products	1	1		1,571.04	1,571.04
WK0595ITU20	POLY WINDOW BAR	Setina	1	1		254.15	254.15
3SRCCDCR	3" ROUND SPLIT RED/WHT COMPARTMENT LIGHT	Whelen	1	1		63.00	63.00
	Back End Equipment						
CP-UV20-CARGO	2020 PI SUV TILT-UP CARGO MNT W/GAS SHOCKS	Troy Products	1	1		648.00	648.00
AC-20-UV-TRAY	2020 PI SUV ELEC TRAY BOLTS TO CP-UV20-CARGO	Troy Products	1	1		217.50	217.50
AC-20-UV-HATCH	2020 PI SUV HATCH WIND SCRN; SQ HOLE PUNCHED	Troy Products	1	1		117.75	117.75
475-1530/GLH – GR4	Jotto Desk Gun lock for XL 40 mm	JottoDesk	1	1		459.00	459.00
CM006385	GAS SHOCK, PAIR	Havis	1	1		78.55	78.55
VTX609R	VERTEX SUPER-LED LIGHT RED	Whelen	2	2		76.99	153.98
INSTALL	INSTALL MATERIALS	Service Items	1	1		225.00	225.00
1	INSTALLATION CHARGES	Labor Items	51	51		95.00	4,845.00
22-2222	BATON HOLDER/PR	Misc Parts	2	2		9.00	18.00
TLIA	ION T AMBER	Whelen	1	1		79.99	79.99
TLIB	ION T-SERIES LINEAR SUPER-LED, BLUE	Whelen	1	1		79.99	79.99
HLN7002A	TRUNNION KIT	Misc Radio Parts	2	2		43.75	87.50
HKN6245A	MOTOROLA RADIO CABLE 1'	Misc Radio Parts	1	1		28.00	28.00



INVOICE

Page: 3 SI74034 5/13/2022

17116

Invoice Date: Due Date 6/22/2022 Terms NET 45

Payment Method:

Invoice Number:

Ship

To: City of Garden Grove

A/P Department / Invoice Submission

P.O. Box 3070

Garden Grove, CA 92842

USA

Ship Via Installation at Lehr UPS Customer ID

P.O. Number PD29 (NEW) Blanket PO: B200091 EXP 11/9/23

Our Order No. SO71186 SalesPerson Beau Shumway

Phone No.

Ship Date 5/13/2022 Tracking No

Bill

To:

A/P Department / Invoice Submission

Location Lehr - Anaheim

City of Garden Grove

Garden Grove, CA 92842

P.O. Box 3070

Sell-to Contact: Raph / Steve suddeth / Robert Stephenson

Vehicle Information

2021 FORD EXPLORER PIU, VIN: 1FMK8AB6MGA43023, Lic: 1614472 Unit: 29 Color: B/W

Item No.	Description	Manufacturer Name	Ord.	Ship	В/О	Unit Price	Total Price
	add- on/ change order						
AMX-807	FIRE EXTINGUISHER BKT (1 to unit 33)	National Fire System	2	2		59.00	118.00
30009487001	Motorola MIC EXTENSION (1 to unit 33)	Misc Parts	1	1		289.00	289.00

Please Remit Payment To: Amount Subject to Sales Tax USD 9240 Prototype Dr Amount Exempt from Sales Tax USD 0.00

Reno, NV 89521

Direct Questions to: AR@lehrauto.com

Subtotal: 16,014.52 Total Sales Tax: 1,401.27

Total USD: 17,415.79

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight.



INVOICE

Page: 1 SI77022 8/8/2022 9/17/2022 NET 45

Due Date Terms Payment Method:

Invoice Number:

Invoice Date:

Ship

To: City of Garden Grove

A/P Department / Invoice Submission

P.O. Box 3070

Garden Grove, CA 92842

USA

Customer ID 17116 P.O. Number PD SGT (FLEET 289)

Blanket PO: B200091 EXP 11/9/23 Our Order No. SO75913

SalesPerson Beau Shumway

Phone No.

Bill

To: City of Garden Grove

A/P Department / Invoice Submission

P.O. Box 3070

Garden Grove, CA 92842

Ship Via Installation at Lehr UPS

Ship Date 8/8/2022

Tracking No

Location Lehr - Anaheim Sell-to Contact: Ralph/ Stephensen

Vehicle Information

2021 FORD EXPLORER PIU, VIN: 1FM5K8AB3MGA43027 , Lic: 1614470 Unit: (289) Color: B/W

Item No.	Description	Manufacturer Name	Ord.	Ship	B/O	Unit Price	Total Price
	Front End Equipment						
BK2017ITU20	PB450L2 ALUM PUSH BUMPER 2 LT ION	Setina	1	1		666.75	666.75
5V1R	500 V-SERIES WARNING LT RED	Whelen	1	1		217.75	217.75
5V1B	500 V-SERIES WARNING LT BLUE	Whelen	1	1		217.75	217.75
5FLANGEB	500 SER FLANGE KIT, BLK	Whelen	2	2		8.40	16.80
FK0400ITU20	PB5 PB300/400 FENDER WRAP 2020-23 UTILITY	Setina	1	1		464.25	464.25
SA315P	SIREN SPEAKER 100W	Whelen	1	1		179.99	179.99
SAK9	SPEAKER BRACKET	Whelen	1	1			
EX0011	PATROL POWER HARNESS FRT MNT PI UTIL 2020	Patrol Power	1	1		879.00	879.00
VTX609C	VERTEX SUPER-LED LIGHT WHT	Whelen	2	2		76.99	153.98
VTXADAPT	TWIST IN ADAPTOR	Whelen	2	2		8.40	16.80
	Roof Equipment						
HAF4016A	800MHZ ANTENNA, MOTOROLA	Misc Radio Parts	2	2		28.10	56.20
AP-M2M2-CCWG	Antenna; 2 Cell/LTE & 1 WiFi & GNSS	Airgain	1	1		189.00	189.00
STPKT105	STRAP KIT UTILITY 2020-	Whelen	1	1		63.00	63.00
	Lightbar supplied by customer						
	Drivers Compartment						
C-VS-1508-INUT	23" ULTRA-LOW-PROFILE ANGLED CONSOLE 2020 UTILITY	Havis	1	1		385.09	385.09
	Face plates needed:						
C-EB40-CCS-1P	FACE PLATE 1 PC 4"	Havis	1	1			
C-EB25-XTL-1P	FACE PLATE 1 PC 2.5"	Havis	1	1			
C-EB15-HLN-1P	FACE PLATE 1 PC 1.5"	Havis	1	1			
CUP2-1001	SELF-ADJUSTING DOUBLE CUP HOLDER 4"	Havis	1	1		48.82	48.82
C-ARM-109	INTERNAL MOUNT ARMREST-FLIP UP 4"	Havis	1	1		214.37	214.37
C-FP-3	FACE PLATE 3"	Havis	1	1			
C-FP-2	FACE PLATE 2"	Havis	2	2			
55-4630	8 OHM SPEAKER	Motorcraft	2	2		26.00	52.00
55-4632	SPEAKER GRILLE	Motorcraft	2	2		8.00	16.00



INVOICE

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Terms Payment Method:

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Invoice Date:

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To: City of Garden Grove

A/P Department / Invoice Submission

P.O. Box 3070

Garden Grove, CA 92842

USA

Customer ID 17116

P.O. Number PD SGT (FLEET 289) Blanket PO: B200091 EXP 11/9/23

Our Order No. SO75913 SalesPerson Beau Shumway

Phone No.

Bill

To: City of Garden Grove

A/P Department / Invoice Submission

P.O. Box 3070

Garden Grove, CA 92842

Ship Via Installation at Lehr UPS

Ship Date 8/8/2022

Tracking No

Location Lehr - Anaheim Sell-to Contact: Ralph/ Stephensen

Vehicle Information

2021 FORD EXPLORER PIU, VIN: 1FM5K8AB3MGA43027, Lic: 1614470 Unit: (289) Color: B/W

Item No.	Description	Manufacturer Name	Ord.	Ship	В/О	Unit Price	Total Price
60CREGCS	12V WHT/RED 6" COMPARTMENT LT	Whelen	1	1		156.80	156.80
C399K4	OBDII CANPORT CABLE KIT FORD W/O OEM OPTION 61B	Whelen	1	1		38.50	38.50
C-DMM-3015	Heavy-Duty Dash Mount for 2020-2021 Ford Intercept	Havis	1	1		416.00	416.00
DS-PAN-1201	CF33 TABLET DOCK, NO PASS	Havis	1	1		827.71	827.71
C-MD-119	11" SLIDE ARM	Havis	1	1		279.26	279.26
C-SM-SA	MOUNTING BKT UNIV	Havis	1	1		41.88	41.88
C-KBM-202	RUGGED KEYBOARD MNT ADAPTER COMBO	Havis	1	1		131.02	131.02
MMSU-1	MAGNETIC MIC KIT	Magnetic Mic	2	2		42.00	84.00
	Prisoner Compartment						
	Back End Equipment						
	CSM: Cencom Carbide controller						
CP-UV20-CARGO	2020 PI SUV TILT-UP CARGO MNT W/GAS SHOCKS	Troy Products	1	1		648.00	648.00
AC-20-UV-TRAY	2020 PI SUV ELEC TRAY BOLTS TO CP-UV20-CARGO	Troy Products	1	1		217.50	217.50
AC-20-UV-HATCH	2020 PI SUV HATCH WIND SCRN; SQ HOLE PUNCHED	Troy Products	1	1		117.75	117.75
AC-UV20-R-SET	2020 PL UTILITY DR/PASS REAR CARGO WINDOW SCREENS	Troy Products	1	1		146.25	146.25
CP-GB403212-TL	40X32X12 SINGLE DRAWER STORAGE VAULT	Troy Products	1	1		1,315.50	1,315.50
NPN	top rail for box	Service Items	1	1		189.00	189.00
L	Custom gun rack for rear	Labor Items	2	2		105.00	210.00
CM006385	GAS SHOCK, PAIR	Havis	1	1		78.55	78.55
VTX609R	VERTEX SUPER-LED LIGHT RED	Whelen	2	2		76.99	153.98
INSTALL	INSTALL MATERIALS	Service Items	1	1		225.00	225.00
1	INSTALLATION CHARGES	Labor Items	51	51		105.00	5,355.00
22-2222	BATON HOLDER/PR	Misc Parts	2	2		9.00	18.00
TLIA	ION T AMBER	Whelen	1	1		79.99	79.99
TLIB	ION T-SERIES LINEAR SUPER-LED, BLUE	Whelen	1	1		79.99	79.99
HLN7002A	TRUNNION KIT	Misc Radio Parts	2	2		43.75	87.50
HKN6245A	MOTOROLA RADIO CABLE 1'	Misc Radio Parts	1	1		32.00	32.00

Subtotal: Please Remit Payment To: Amount Subject to Sales Tax USD 14,766.73 9240 Prototype Dr Amount Exempt from Sales Tax USD 210.00 Total Sales Tax: 1,273.71 Reno, NV 89521

Direct Questions to: AR@lehrauto.com

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight.

16.040.44

Total USD:

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

Dept.: City Manager Dept.: Public Works

Subject: Approval of an Agreement Date: 10/25/2022

with PetData, Inc., for the processing, issuance and

collection of fees for animal pet

licenses. (Cost: \$53,000 annually) (Action Item)

OBJECTIVE

To request City Council approval of an agreement with PetData, Inc. (PetData), for the processing, issuance and collection of fees for animal pet licenses.

BACKGROUND

Since the Animal Care Services program started in 2017, the City has contracted out animal pet licensing services to a private contractor, PetData, who at the time was the only company staff could locate offering this type of service. PetData collects all fees, makes regular deposits, sends out reminder notices, maintains a database for staff, as well as a public website and call center. Since the original agreement was entered into in 2017, a second company began offering similar services.

DISCUSSION

Pursuant to Garden Grove Municipal Code section 2.50.060(E), staff is proposing to issue a new three (3) year agreement with two (2) option years to PetData based on a Request for Proposal process completed by San Mateo County in northern California in June 2022.

PetData has agreed to honor the pricing in the San Mateo agreement and will continue to provide the same services the City currently receives.

FINANCIAL IMPACT

There is minimal impact to the General Fund, with the cost per license processed rising five (\$.05) cents. The cost increase can be absorbed into the Animal Care Services budget. The total cost of the agreement over five (5) years is \$265,000.

RECOMMENDATION

It is recommended that the City Council:

- Approve a three (3) year agreement and two (2) option years with PetData, Inc., in the annual amount of \$53,000; and
- Authorize the City Manager to execute the agreement and option year agreements on behalf of the City, and make minor modifications as appropriate.

By: Mark Ladney, Sr. Program Specialist

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Agreement	10/13/2022	Agreement	PETDATA_INC_CONTRACT_FY_23.pdf
Petdata Attachment A	10/13/2022	Backup Material	Attachment_APETDATA_INC.pdf
Petdata Attachment B	10/13/2022	Backup Material	Attachment_APETDATA_INC_2.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this day of GARDEN GROVE, a municipal corporation ("CITY") and referred to as "CONTRACTOR".	 ,	
RECITALS		

The following recitals are a substantive part of this Agreement:

- 1. This Agreement is entered into pursuant to Garden Grove City Council authorization, dated ______.
- 2. The services and prices provided by Contractor to City are in accordance with the services and prices provided by Contractor in its successful public bid to the County of San Mateo, which was adopted by the County of San Mateo Board of Supervisors. A copy of the City of San Mateo's Agreement, Contract/Resolution Number 078994 is attached as Attachment A and incorporated herein by reference.
- 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 this Agreement shall not exceed three (3) fiscal years, commencing on the Agreement's effective date through June 30, 2025, with an option to extend said agreement additional two (2) years, for a total performance period of five (5) fiscal years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the County of San Mateo Agreement which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
- 2. <u>Services to be Provided</u>. The services to be by Contractor consist of providing services related to the processing and issuance of animal licenses for the City of Garden Grove, per County of San Mateo's Agreement/Resolution Number 078994 and Exhibit "B" of San Mateo Agreement/Resolution Number 078994 which is attached hereto as Exhibit "B" and is incorporated herein by reference.

- 3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 <u>AMOUNT</u>. Compensation under this agreement shall be the Not to Exceed (NTE) amount of Fifty Three Thousand Dollars (\$53,0000), per fiscal year, in arrears and in accordance with, Fee Schedule, which is attached hereto as Exhibit "B" of San Mateo Agreement/Resolution Number 078994 which is attached hereto as Exhibit "B" and is incorporated herein by reference.
 - 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 Fee Schedule, which is attached hereto as Exhibit "B" of San Mateo Agreement/Resolution Number 078994 which is attached hereto and is incorporated herein by reference.
 - 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 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.

- 4.3 <u>INSURANCE AMOUNTS</u>. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability, which includes Cyber Liability, in an amount of \$1,000,000.00 per occurrence: claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY/AGENCY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY/AGENCY.
 - (b) Automobile liability in an amount of \$1,000,000.00 per occurrence. Insurance companies must be acceptable to CITY/AGENCY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY/AGENCY.

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.

- 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. <u>Independent Contractor</u>. It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 8. <u>Compliance with Law</u>. CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- 9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
 PetData, Inc.
 Attention: Marilee Seay, VP and COO
 8585 N. Stemmons Fwy, Ste. 1100N
 Dallas, TX 75247
 - b. (Address of City) (with a copy to):
 City of Garden Grove Garden Grove City Attorney
 11222 Acacia Parkway
 Garden Grove, CA 92840 Garden Grove, CA 92840
- 10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 11. <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.
- 12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
- 13. **<u>Time of Essence.</u>** Time is of the essence in the performance of this Agreement.

- 14. <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.
- 15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
- 16. **Indemnification**. CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

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

(Agreement Signature Block on Next Page)

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

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

September 26, 2022

Mar Ladney Supervisor, Animal Care Services Garden Grove Public Works

Dear Mark,

On behalf of PetData, I would like to confirm that PetData is willing to extend the pricing from the San Mateo County, CA Agreement (Resolution No. 078994), dated June 28, 2022 to the City of Garden Grove. In addition, per the request from Garden Grove, PetData will continue to use the same database and banking processes that are currently in use with Garden Grove. The present structure is detailed below:



License data is recorded in PetData's database, and is available to the City via PetAccess. The data is not currently transferred to a City database. Should the City wish to change the procedure during the term of the contract, PetData will work with the City to provide the data on a regular basis.

Licensing fees and any other amounts that are collected by PetData for the benefit of the City of Garden Grove are deposited into a bank account established and maintained by Garden Grove.

PetData deposit process includes the following:

- a) Fees received by check are deposited into a City of Garden Grove bank account. A deposit report is sent to designated Garden Grove staff within 1 business day of deposit.
- b) Fees received via charge card payments are deposited to PetData's merchant account and paid to the City via a deposit to the City's bank account once a month. A deposit report is sent to designated Garden Grove staff by the tenth business day of the following month.

Within 15 business days after the end of each calendar month, PetData submits to Garden Grove an invoice with supporting documentation for the compensation due to PetData for that month. Garden Grove pays PetData the invoiced amount by means of check, ACH payment or other form of payment acceptable to Garden Grove and PetData within 30 days after the date PetData submits the invoice. Invoices are submitted electronically to the email address that Garden Grove provides PetData for the submission of invoices.

Thank you for the opportunity to continue working together. We value the relationship and we look forward to working together for many years. If you have any questions, please feel free to contact me at mseay@petdata.com or 1-888-738-3463, x516.

Sincerely,

Marilee Seay VP and COO PetData

Maile Seay

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PETDATA, INC.

This Agreement is entered into this <u>28th</u> day of <u>June 2022</u>, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and PETDATA, Inc., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing animal licensing and rabies vaccination certificate services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance

2. <u>Services to be performed by Contractor</u>

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED AND SIXTEEN THOUSAND, EIGHT HUNDRED AND TWENTY-SEVEN DOLLARS (\$616,827). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2022, through June 30, 2025. In addition, the County shall have the sole option to extend the term for a period of up to two (2) years.

5. Termination

This Agreement may be terminated by Contractor or by the Director of Public Health, Policy and Planning or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits, based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

2. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

3. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

4. Hold Harmless

a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any

such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. <u>Assignability and Subcontracting</u>

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

6. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing,

to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

7. <u>Compliance With Laws</u>

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and

Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to privacy, confidentiality of information and records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

8. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. **Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to Contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. <u>Discrimination Against Individuals with Disabilities</u>

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

9. <u>Compliance with County Employee Jury Service Ordinance</u>

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

10. Retention of Records; Right to Monitor and Audit

- (a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.
- (b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
- (c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Marc Meulman, Director of Public Health, Policy and Planning

Address: 225 37th Avenue, Room 178

San Mateo, CA 94403

Telephone: 650.573.2532 Facsimile: 650.573.2788

Email: mmeulman@smcgov.org

In the case of Contractor, to:

Name/Title: Chris Richey, President and CEO

Address: 8585 N Stemmons FWY, Suite 1100-N

Dallas, TX 75247

Telephone: 214.821.3100 x515

Facsimile: 214.821.3106

Email: crichey@petdata.com

14. <u>Electronic Signature</u>

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

15. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PetData, Inc.

Richy May 31 2022 Christopher A. Richey
Date Contractor Name (please print)

COUNTY OF SAN MATEO

Resolution No. 078994

President, Board of Supervisors, San Mateo County

Date:

June 28, 2022

ATTEST:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services necessary to increase pet licensing and vaccination compliance, throughout the County. Licensing goals will be set annually by mutual agreement between County and Contractor:

A. Management of the daily operations for animal licensing including:

1. Data Entry & Processing

- a. Process correspondence from pet owners including, but not limited to, issuing tags.
- b. Work in partnership with the County on an approved template to provide timely billing and renewal notices to pet owners, with at least one billing to both new and renewals to be printed on an 8.5x11 sheet of paper with a return envelope enclosed. In addition, at least one of the notices will provide pet owner with the date in which the late fee became due. Contractor shall utilize a method agreed to by the parties to follow-up with pet owners who do not respond to a notice.
- c. Contractor will collect email addresses and/or mobile telephone numbers and will send notices to animal owners via email and text message, upon mutual agreement with County.
- d. Provide data entry of both new and renewal licenses and vaccination information.
- e. Implement procedures for verification of information submitted.
- f. Ensure complete, unduplicated, and accurate information.
- g. Process, collect, and provide receipts for animal licensing fees.
- h. Provide licensing and vaccination data for a weekly transfer of data from the Contractor's database into County's proprietary database.
- i. Provide customer service including communication with citizens, veterinarians, and designated County staff.
- j. Ability to integrate licensing data with Chameleon software between the two platforms.
- k. Provide a system in place to merge records when multiple owners at the same address license the same animal. The system will need to identify duplicates in the system and alert the contractor so a merge can happen.
- I. Provide an easy search feature to allow a search by owner last name; owner first name; phone numbers; email address; license number; street name; address; pet name; microchip number; reference number; and Chameleon Person or Animal ID. Wildcard searches are supported.
- m. Provide clear instructions on how a pet owner can notify the vendor that a pet is deceased /or moved out of the County. Contractor will have a process in place in order to prevent future notifications for deceased animals.
- n. Contractor's database will update in real time or overnight so that up-to-date information is available
- o. Contractor will utilize County-approved breed list.
- p. Contractor will utilize best practices for data backup and recovery.
- q. Contractor agrees animal licensing information belongs to the County and the Contractor shall never sell, transfer, or release personal data to any third party.

2. <u>Veterinarians & Other Authorized Registrars</u>

- a. Process license sales and vaccination reports from other sources (i.e. the local animal shelter, veterinary clinics, pet stores, etc.) in a timely manner
- b. Contractor will create a process to contact Veterinarian hospitals that are not submitting rabies vaccines reports in a timely manner.
- c. Assist County staff to ensure reasonable quantities of on-site of basic supplies (reporting forms, citizen mailing envelopes, etc.) necessary to sell license tags and/or report information on citizens vaccinating their animals against rabies.
- d. Contractor will collect fees, process license sales, and enter all data for licenses sold at veterinary locations.

3. <u>Animal License Tags and Supplies</u>

- a. Process and mail county-provided license tags within a maximum of 10 business days, with a turnaround goal of 5 business days, after receipt of payment and completed information as required by the local ordinance.
- b. Issue county-provided replacement tags to pet owners whose license tags have been lost, stolen, or damaged.
- c. Ensure that the current animal licensing numbering system is continued in the County. Issue service animals' tags once approved by the County. Tags will be issued based on a mutually agreed upon process.
- d. With the exception of the license tags and/or customized inserts, Contractor agrees to coverthe cost of all animal licensing supplies needed for daily operation.

4. <u>Electronic Payments & Banking</u>

- a. Provide the ability for pet owners to pay through the contractor's Merchant Service Provider.
- b. Provide on-line customer service via the contractor's website to allow pet owners to make license payments or donations.
- c. Deposit all receipts collected for licensing into a bank account set up solely for the purpose of managing County animal licensing funds.
 - i. Make daily deposits and transmit verification of said deposits to designated County staff by the tenth of the following month.
 - ii. Collect and report electronic and charge card payments and transmit verification of said deposits to designated County staff by the tenth of the following month.
 - iii. Send all funds collected and deposited on behalf of the County via a monthly ACH by the tenth of the following month.
 - iv. Contractor will collect licensing fees and late fees.
- d. Accept license fees from licensees via the following forms of payment at a minimum: check, money order, MasterCard or Visa-branded debit card, or credit cards.
 - i. Contractor shall use their own designated Merchant Service Provider to conduct all credit card transactions and, to the extent allowed by law, may retain any processing fees collected. *Note: More than one pet can be licensed per on-line transaction and pet owner will be charged a single fee for the on-line transaction.*

5. Communication & Access

- a. Provide timely responses to and communication with citizens, County designees, and Animal Control and Licensing Program representatives including Animal Control Officers.
- b. Provide a customized San Mateo County toll-free number and answering service.
- c. Provide 24/7 access to Contractor's database by County, Emergency Dispatch, and any other authorized Division personnel, including login.
- d. Communicate to pet owners on the status of their pet's license including annual billing.
- e. Contractor will provide County with an online public Tag Search function.
- f. Contractor will provide authorized County staff 24/7 access to animal license and owner information via Contractor's secure, password-protected portal.

6. Reporting

- a. Provide monthly report of animals licensed to the County.
- b. Provide statistical reports as requested by the County.
- c. Provide monthly report of all veterinarians who are delinquent in submitting their monthly vaccination without license (VWL) reports.
- d. Provide monthly lists of delinquent licenses upon requested by County.
- e. Provide customized reports as requested by County.
- f. Provide public record information as requested by County.

7. <u>Meetings/Reports/Local Laws</u>

a. Conference Calls

At the request of the Director of Public Health, Policy and Planning or Designee, Contractor shall participate in a conference call between the Contractor and County. Contractor's time and/or related expenses are not chargeable to County.

b. In-Person Meetings

At the request of the Director of Public Health, Policy and Planning or Designee, Contractor shall attend one in-person meeting at the County's designated location. Contractor's attendance, travel time and/or related expenses are not chargeable to the County.

c. Reports

Annually provide reports of animals licensed in the County broken down by jurisdiction.

d. Local Laws

Contractor shall comply with California state and local laws governing animal licensing, collection of data, privacy and confidentiality.

County agrees to provide the following to Contactor:

- a. Access to County's animal control database to allow import of data into Contractor's database.
- b. Licensing tags and customized inserts to Contractor on-site location for disbursement.
- c. Any licensing fees collected by County: such fees will be retained by County, and a record of fees collected along with any supporting documents will be forwarded to the Contractor for processing no later than the 5th calendar day of the following month.
- d. Any licensing fees collected by the County's Animal Control contractor: such fees and any supporting documents will be forwarded by the Animal Control contractor or County to Contractor for processing, with the exception of cash. Cash collected by the County Animal Control contractor will be deposited into County's bank account directly by County staff.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Fee Schedule

1. Fixed Fees:

a. One Year License \$4.30 Per license

b. Multi-Year License \$4.30 for the first year

\$2.00 For each additional year

c. Late Fees \$2.50 Collection service fee for each license

d. Replacement Tags \$4.30 per tag

Fixed fees shall be payable to Contractor for all licenses processed during the term of this Agreement, regardless of whether they are processed by Contractor, County personnel, or a County contractor.

Fixed fees shall not be charged until the license is issued. Data entry of rabies vaccination certificates and incomplete licenses, which may or may not result in a license, are included at no extra charge.

In the event this Agreement is extended or renewed, without a Request for Proposal, Contractor agrees to that the fees set forth in this Exhibit B, section A will apply to such renewal or extension with no fee increases.

B. Payments

Electronic payment by County to Contractor shall be monthly by the County should the required paperwork be completely by Contractor. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition, Contractor shall provide back-up to the invoice, in the forms of a monthly report of the animals licensed.

Contractor will provide available bank statements within five business days if requested by County.

C. Additional Service Fees

1. Bank Fees

County will reimburse Contractor for bank fees upon verification of such, including:

a. Actual bank fees charged to Contractor as a result of Contactor maintaining the bank account for the purpose of providing services outlined in this contract. This amount, in and of itself, is

included in the total contract amount and will not exceed EIGHT THOUSAND AND FIVE HUNDRED DOLLARS (\$8,500).

- b. Non-sufficient fee charge charged to Contractor. Contractor will make every attempt to collect bank fees from pet owners and will reimburse County upon collection of said fee.
- c. Contractor shall invoice monthly for the actual cost of the bank account maintained for the purpose of this contract.

Contract Template >\$200,000 May 2022

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

Dept.: City Manager Dept.: Public Works

Subject: Award a contract to Nobel Date: 10/25/2022

Systems, Inc., for Enterprise Computerized Maintenance

Management System Software. (Cost: \$63,000 annually) (*Action Item*)

OBJECTIVE

For the City Council to award a contract to Nobel Systems, Inc., to provide an Enterprise Computerized Maintenance Management System (CMMS), implementation, and support.

BACKGROUND

A CMMS allows the Public Works Department to effectively record and report on maintenance activities of City's infrastructure assets. It is designed to help the City with preventative maintenance and serves as documentation to satisfy regulations. The existing workflow involves manually recording activities on paper or referencing multiple systems not built specifically for this work resulting in additional time and labor. The new CMMS will allow the City to identify the work visually on the City map which helps to easily identify new maintenance work locations. In addition, the new CMMS system will allow creation of specific reports for various uses. The immediate need of the system will be developed for the water and sewer systems. Other modules can be added later as desired.

DISCUSSION

A Request for Proposal was issued on May 25, 2022, seeking a CMMS cloud software and implementation partner. Proposers were asked to demonstrate how their proposed software would satisfy the City's scope of work and how they would be a competent partner in its implementation within a reasonable timeline. Proposers were also asked to summarize the cost of the first year and also project out a five (5) year total cost for the implementation, licensing, subscription, and support.

Nine (9) proposals were received. All proposals were reviewed and eight (8) proposals were found to be responsive. The proposals received are as follows:

Company Name	Proposed CMMS Software	Five (5) Year Cost	Score
Nobel Systems, Inc.	GeoViewer	\$315,000.00	521
MainStar, Inc.	MainStar EAMS CentralSquare	\$226,750.00	510
CentralSquare LLC	Enterprise Asset Management	\$598,336.08	391
Spacial Wave, Inc.	Field Mapplet	\$511,512.61	390
Smart Energy Systems Inc. dba Smart Energy Water	Smart Energy Water	\$833,100.00	356
Timmons Group	CityWorks	\$960,971.00	348
Maven Asset Management	IBM Maxo	\$1,226,394.00	341
EAM Solutions LLC Lotus USA	HxGN EAM N/A	\$1,348,800.00 Non-Responsive	337

The top two (2) proposers, MainStar and Nobel Systems, Inc., were invited to present a demonstration of the proposed software. Nobel's GeoViewer product demonstrated a workflow that was more visual and more compatible with the City's goals. Best and Final Offers were also solicited from the top two (2) scoring proposers. The Source Selection Committee unanimously voted for Nobel Systems, Inc., since their CMMS best met the needs of the City at a competitive price.

FINANCIAL IMPACT

The annual licensing and support cost for the CMMS is \$63,000 and will be financed with Water and Sewer funds. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Nobel Systems, Inc., in the amount of \$63,000 for the first fiscal year, which includes implementation, licensing, and support;
- Authorize the City Manager to execute the contract for additional four (4) optional years for a total of five (5) years in an annual amount of \$63,000 and a total of \$315,000; and
- Authorize the City Manager to make minor modifications as appropriate.

By: Rebecca Li, P.E., Sr. Civil Engineer

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Professional Agreement_Nobel System, Inc.	10/14/2022	Backup Material	Nobel_Systems_Inc_RFP_S1296.pdf

10/14/2022

 $Attachment_B_BAFO_Form_RFP_S1296_091222_with_Near_Map.pdf$

AGREEMENT FOR COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

THIS AGREEMENT is made this ______ day of September 2022, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **NOBEL SYSTEMS, INC.**, a California 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 Garden Grove COUNCIL AUTHORIZATION, DATED ________.
- 2. CITY desires to utilize the services of CONTRACTOR to Provide a Computerized Maintenance Management System (CMMS for the City of Garden Grove per RFP S-1296.
- 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 initial term of the agreement shall be from July 1, 2022 through June 30, 2023, with an option to extend said agreement an additional four (4) fiscal years. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed and services provided to date in accordance with Contractors Proposal and CONTRACTOR's price sheet, which is attached as Attachment B and is hereby incorporated by reference.
- 2. <u>Services to be Provided</u>. The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work in CONTRACTOR's proposal. CONTRACTOR's proposal and Scope of Work is attached as Attachment "A" and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
- 3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 <u>AMOUNT</u>. Total Compensation under this agreement shall not exceed (NTE) amount of Sixty-Three Thousand Dollars (\$63,000.00), per fiscal year, payable in arrears and in accordance with CONTRACTOR's Proposal Pricing Form, Attachment "B". All work shall be in accordance with the requirements specified in RFP No. S-1296 and CONTRACTOR's proposal.
 - 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 PRICING FORM, Attachment "B". For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in CONTRACTOR's Proposal Pricing Form, Attachment "B". All work shall be in accordance with RFP. No. S-1296.

- 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 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 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 <u>WORKERS COMPENSATION INSURANCE</u>. During the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 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 not less than of \$1,000,000.00 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 not less than \$1,000,000.00 combined single limit (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(c) Professional liability, which includes Cyber Liability Coverage, in an amount not less than \$1,000,000. 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 Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the 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, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary 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, or volunteers shall by 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. <u>Independent Contractor</u>. It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 8. **Ownership of Data**. City shall be the exclusive owner of all data, information, materials and documents which were developed or prepared by CITY or which CONTRACTOR specifically so prepared for CITY. All materials and documents which were developed or prepared by CONTRACTOR for general use and which are not the copyright of any other party or publicly available, including educational materials, including any software and any other computer applications, shall continue to be the property of CONTRACTOR or its respective owner.

9. Warranties.

- (a) CONTRACTOR warrants and represents that all software, as installed and configured on CITY's systems will perform in accordance with and conform to the applicable documentation for the same in all material respects. The software will operate effectively with the functionality of the software programs described in CONTRACTOR's proposal.
- (b) CONTRACTOR further warrants and represents that, any time the software is delivered to CITY, whether delivered via electronic media or the Internet, no portion of the software, or the media upon which it is stored or delivered, will contain any computer programming code that damages or otherwise improperly affects data files or hardware without the knowledge or consent of the user, including but not limited to self-replicating and self-propagating program instructions commonly referred to as "viruses" or "worms" to the extent such viruses or worms are detectable by commercially available detection software. Consultant warrants that the software shall be free from any back door, time bomb, drop dead-devise, or other software routing designed to disable a computer program automatically with the passage of time or under the positive control of persons other than CITY's personnel.
- (c) CONTRACTOR further warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in configuration, development and implementation, training, use and related services under the terms of this Agreement shall have the skill, training, and background reasonably commensurate with the level of performance or responsibility required, so as to be able to perform in a competent and professional manner.
- (d) CONTRACTOR further warrants and represents that to the best of CONTRACTOR's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against CONTRACTOR with respect to the software or any

component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the software complies in all material respects with applicable laws, rules and regulations; (iii) CONTRACTOR has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) CONTRACTOR's performance under this Agreement are not materially impaired or prohibited by any other agreement to which CONTRACTOR is a party or by which it may be bound.

- (e) Consultant further warrants and represents that: (i) the software does not infringe the intellectual property rights of others; (ii) CONTRACTOR has all rights, title or interest to the software necessary to grant CITY rights to use the same as provided for in this Agreement; (iii) CONTRACTOR has the right to grant to CITY the licenses for CITY's use of the software.
- (f) Upon any breach relating to the warranties provided herein, CONSULTANT shall promptly: (i) procure for CITY any necessary correction to the software and/or the right to continue use of the software at no additional charge to CITY, (ii) modify such software to avoid any claimed infringement (provided that such modification does not adversely affect CITY's intended use of the Software) at no additional charge to CITY, or (iii) replace said software with an equally suitable, compatible and functionally equivalent non-infringing software, including installation and configuration as required, at no additional charge to CITY.

Furthermore, if promptly notified in writing of any action brought against the CITY based on a claim that any software provided in the performance of this Agreement infringes intellectual property rights, such as a patent, copyright or trademark right of a third party, the CONTRACTOR will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action, provided that the CITY shall permit CONTRACTOR to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without CONTRACTOR's prior written approval.

10. <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.

- 11. **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)Nobel Systems, Inc.1030 Nevada St., Ste. 202Redlands, CA 92374
 - 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
- 12. **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.
- 13. <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.
- 14. **<u>Time of Essence.</u>** Time is of the essence in the performance of this Agreement.
- 15. <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.
- 16. **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.
- 17. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with

performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

18. **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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below. Date: _____ "CITY" **CITY OF GARDEN GROVE** Ву:____ City Manager ATTESTED: City Clerk Date: _____ "CONTRACTOR" **NOBEL SYSTEMS, INC.** By: _____ Name:_____ Title: Date: ____ Tax ID No. _____ Contractor's License: _____ Expiration Date:_____ If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate

APPROVED AS TO FORM:

Garden Grove City Attorney

submitted to CITY.

Seal is required. If a partnership, Statement of Partnership must be

ATTACHMENT "A" SCOPE OF WORK RFP S-1296

Provide a Computerized Maintenance Management System (CMMS) for the City of Garden Grove

Overview

The City is seeking Requests for Proposals ("RFP") from qualified vendors to provide a CMMS software solution and associated implementation, migration, integration and training services. The City's vision is to incrementally manage and track all Cityowned assets in the selected solution. The solution will allow the City to manage the full lifecycle of the asset, including maintenance and capital interventions.

Objective

The City of Garden Grove (CoGG) is looking to utilize a modern Computerized Maintenance Management System (CMMS) that has the features, functionality, and integration required to streamline existing processes, reduce paper-based processes, provide improved mobility to crews, allow for preventative maintenance scheduling, satisfy regulations, and improve reporting at all levels to support more effective planning and decision making.

Functional Outline

- 1. Ability to create inspections on existing assets.
- 2. Ability to view historical inspection records on assets.
- 3. Ability to create service requests, preventive, and corrective work orders as separate work categories.
- 4. Ability to keep track and satisfy reporting and auditing of mandated regulations.
- 5. Tight integration with GIS to track assets and work history on maps as well as tabular data both on the desktop as well as in the mobile tool.
- 6. A full-featured mobile solution.

Project Background

The City of Garden Grove's current solution for a CMMS is a collection of software built in-house. Our GIS infrastructure is comprised of a combination of ArcGIS products and various open-source products. The main database for all GIS assets and maintenance are stored in PostgreSQL using PostGIS as spatial extension. The inhouse Workorders component will not be replaced, but APIs will ideally be used to integrate with the enterprise CMMS this RFP seeks. Various divisions in our Public Works Department will come to depend on this replacement tool including, but not limited to, Water, Sewer, Environmental, Facilities, and Parks.

Proposal Requirements

Software Licensing

Detail the software licensing model including all the modules deemed necessary to satisfy this RFP.

Planning and Implementation

- 7. Proposing vendors are expected to include a draft workplan as part of their proposal to include:
 - a. Proposed project staff including project manager, implementation specialists, and technical support.
 - b. Proposed timeline from Notice-To-Proceed for the full scope of the project from planning through production use of the system.
 - c. Implementation costs for all associated tasks.
 - d. Designation of roles and requirements (including labor level-of-effort) for City of Garden Grove staff involvement in the configuration, set-up, implementation, testing and roll-out of the CMMS.
 - e. A clear description of the approach and any third-party engagements (e.g. any outside integration specialists) necessary to complete this scope of work.
- 8. Separate the implementation of the identified workflows into discrete phases to allow for adaptable funding over multiple years.
- 9. The selected vendor is expected at project start-up to spend time on-site visiting City of Garden Grove facilities and staff to evaluate existing conditions and validate any assumptions made within the proposal.

Configuration

- 10. The CMMS vendor will work with The City of Garden Grove to identify work flows, data transactions and actors associated with the required functionality. The vendor is encouraged to suggest modifications to the workflow to facilitate data flow. The vendor will then configure the CMMS to meet the agreed workflow and data requirements.
- 11. The CMMS vendor will evaluate the asset and maintenance data available in the existing databases along with an ongoing data collection effort and provide a way to import them into the CMMS database.
- 12. The CMMS software must be able to consume real-time OGC, OSGeo, and other open GIS standard formats and web service protocols including, but not limited to: WFS, WMS, WMTS, GeoJSON, etc. All GIS data must be consumed via web services. There will be no static exports.
- 13. The CMMS vendor will present the configured system modules to The City of Garden Grove for review and approval through on-site or remote

- demonstrations. These demonstrations must include actual City of Garden Grove assets and real or simulated transactional data.
- 14. The initial system configuration must be approved by The City of Garden Grove prior to implementation.

Data Queries and Reporting

- 15. Describe the look and configurability of the user interface (dashboard) to access current information.
- 16. Describe the capabilities to query the database using the system interface, including through a query-builder, data sorts and filters.
- 17. Describe the system report interface. Include the reporting software platform and whether additional licenses are required to create or modify reports, and associated costs.
- 18. Describe and list the availability of "canned reports" that can be run out-of-thebox.
- 19. Provide costs for development of 20 custom reports.

Testing

- 20. The vendor will provide a system configured to The City of Garden Grove's workflow and with actual data for live testing for up to sixty days.
- 21. During the testing period The City of Garden Grove will work with the vendor to document any issues or questions arising regarding work flow, data transactions, and product look and feel issues.
- 22. The vendor will address all issues, comments and suggestions raised in a timely manner. The testing phase will not conclude before all issues raised have been appropriately addressed.

Data Migration

Provide costs associated to migrate existing assets and maintenance data to the proposed CMMS. We store all our data internally inside a PostgreSQL database with PostGIS spatial extension. We can export the data into any format.

Data Ownership

The City of Garden Grove is the sole owner of the data it generates and shares with the CMMS. Selected implementation and software vendor(s) may not use our data for any other purpose other than supporting our use cases. Please also specify data export options.

Data Backup

Selected CMMS must provide an automated backup with reasonable frequency. We will prefer a solution with a simple, flexible, and quick backup restore process that is within our control.

Training and Documentation

- 23. The CMMS Vendor will provide on-site training at both the start of the testing phase and just before the "go live" phase of the implementation.
- 24. The CMMS Vendor will provide at least three levels of training:
 - a. IT Administration Training software configuration, network issues, mobile application connectivity, user credentials, system back-ups, report creation and modifications.
 - System Administrator Training user set-up, management of drop down lists, user security settings, user dashboard configuration, system queries and report creation/modification.
 - User Training system log-in, service request/inspection/work-order creation, workload tracking, work order completion and approval, dashboard options, reports.
 - d. User training may be further broken down by maintenance staff, supervisors, administrative users, read-only/reporting users.
- 25. The vendor will be required to submit a training plan prior to the start of training.
- 26. Approximately 100 users will require training. Training facilities are available on-site to accommodate 25 students at a time.
- 27. The vendor will provide training materials and/or user guides specific to The City of Garden Grove's system in electronic format for network distribution.
- 28. The vendor's proposal should describe the available on-line guidance or help features of the system.

Support and Maintenance

- 29. The CMMS vendor will provide phone or on-line support during routine business hours.
- 30. The proposal must describe their approach to support during routine business hours and at times outside those normal business hours.
- 31. The proposal must include support and maintenance (including software updates) for one full year.
- 32. The proposal must state the yearly cost for support and maintenance after the first-year period is complete.
- 33. The proposal must state the optional costs associated with making functional or configuration changes to the software post-production.

Pricing

- 34. All pricing related to providing the CMMS must be provided in your proposal. The proposal must include a breakdown of pricing in details, including, but not limited to the following:
 - Licensing
 - · Required modules
 - Hosting
 - Third Party Components
 - Data Migration
 - Implementation
 - User Acceptance Testing
 - Training
 - Support and Maintenance
 - Optional Features
 - All other costs associated with the proposed CMMS
- 35. Proposal pricing must include pricing as cost of ownership for the first year and subsequent years and must be on Attachment "B" Proposal Pricing Form.
- 36. Proposal Pricing: Attachment "B" (see Page 30 for more information). The excel spreadsheet has been provided in the "Documents" Tab via the City's PlanetBids portal. All pricing must be typed onto the spreadsheet provided and the completed excel file must uploaded as a required "General Attachment" via the City's PlanetBids portal. Proposers may add additional line items for other applicable costs under the "OTHER REQUIRED COSTS" and "OPTIONAL COSTS" sections. Please submit the completed excel file **AND** a PDF copy of Attachment "B" with the proposal. **Do not alter the required fields of Attachment "B" in way or your proposal will NOT be accepted.** If costs for the required line items do not apply, then simply include "\$0.00" for the price and enter a comment in the cell to explain why there is no cost for that particular line item. **Handwritten versions of Attachment "B" will NOT be accepted for any reason**.
- 37. Failure to provide pricing for the total five year may result in the incomplete proposal being deemed as non-responsive at the City's discretion. **Pricing must be all inclusive for the five year period request!**

Demo

- 38. A demo of the proposed software will be required as part of the selection process on both desktop and a field device.
- 39. Using a sample Garden Grove dataset will be preferred during demos.

Other Contracts

- 1. Supply additional required contracts with the proposal.
- If you are prefer to have the City sign your contract instead of the sample contract that is included in this RFP document, please include a copy for the City's review and consideration. Please submit your contract with the understanding that the City may request changes

Software Requirements

General Requirements

- 40. Platform must be cloud-based
- 41. User-defined fields with various data types
- 42. User to specify which fields are required and which are not
- 43. Global and per layer data searching
- 44. Calendar pop-ups for all date fields
- 45. The use of drop-down lists to maintain consistency for selected fields
- 46. Simple uploading of data, files, pictures, videos etc.
- 47. Bar-code reading and generation
- 48. Multi-user environment with ACID compliant data back-end
- 49. Back-end audit trail functionality that tracks changes, user, and when the changes occurred
- 50. Support network features and able to visualize and report network activities, such as downstream effects of a water main shutoff.
- 51. Geocoding of addresses and intersections
- 52. Map features styling must be flexible and customizable: for example, we must be able to choose drawing styles and colors and we must be able to style by data attributes
- 53. Must be able to interact with features such as clicking on them and getting detailed information include photos or videos or list of maintenance activities
- 54. All features, including notifications, of the application must work in a modern web browser on desktop workstations and tablets of any OS
- 55. Must be able to export dynamic maps into PDF for printing
- 56. Any and all unique features of the proposed solution

Workflow Requirements

- 57. Record and look up all operations and maintenance activities and display accurate and up-to-date map. Example activities include, but are not limited to:
 - a. Hot spots
 - b. Line cleaning
 - c. CCTV
 - d. Construction crews
 - e. Storm drains
 - f. Root foaming
 - g. Roach Spraying
 - h. Manhole inspections
 - i. Repairs
 - j. Gate valve exercise
 - k. Water meter replacement
 - I. Flood control channels maintenance
 - m. Tree maintenance
 - n. Bidirectional communication with DigAlert.
- 58. Set thresholds and receive notifications, such as receive alerts when a line has not been cleaned for three (3) months.
- 59. Customizable connected workflows between multiple activities, such as recording a line cleaning activity also generates manhole inspections.
- 60. Markup and redlining in the field.
- 61. Generate text and mapping reports by date range and activity types to track progress.
- 62. Generate contact list for activities like reverse 811.
- 63. Import bulk data for activities performed by contractors.

Mobile Support

- 64. Software must be able to complete critical tasks without Internet connection (aka. off-line / disconnected mode).
- 65. Pure web browser support will be preferred, otherwise, native app support for both Android and iOS will be accepted.

66. Application must function the exact same way on both tablets and phones format.

Work Orders and Service Requests

The City currently has an in-house work orders system that we would still like to keep using for this phase of implementation. However, we would like the option to be able to transition to a work orders system available in the proposed CMMS software in the future. For the consideration of this proposal:

- 67. Vendor's proposal must include detailed description of the Work orders/Service requests module(s) in the proposed CMMS software.
- 68. If integration to a third-party work orders system is available, detail this in the proposal. See section 3.5 for details.

Integration with other systems

The City is looking for a CMMS vendor with experience integrating their system with other applications.

- 69. All critical CMMS data such as raw maintenance records or work orders records must be available for at least a read access outside the CMMS software with proper security via a well-documented API or OGC, OSGeo, and other open standard GIS formats and web services protocols including, but not limited to: WFS, WMS, GeoJSON. For example, we would like to display data from CMMS system on a Leaflet web map or in desktop applications like QGIS or ESRI ArcGIS platform.
- 70. For GIS layers such as City borders, parcels, CCTV, etc., the CMMS software must be able to consume real-time OGC, OSGeo, and other open standard GIS formats and web services protocols including, but not limited to: WFS, WMS, WMTS, GeoJSON, etc. All GIS data must be consumed via web services. There will be no static exports.
- 71. Preferably, CMMS's work order module can pull data from our in-house work orders system via REST API that will be customized for the chosen CMMS by City of Garden Grove staff.
- 72. Reports and queries must have an export feature to a delimited file format.

Data Retention

The City prefers a solution with a robust way to specify and automate data retention policy and enforcement.

Public Records Act

Global search is required for data discovery to satisfy Public Records requests.

Vendor Requirements

Qualifications

- 73. Proposer must have a production implementation of a recent or similar version of the proposed software for at least 10 public sector agencies in California
- 74. A minimum of five relevant references which must be submitted on the Appendix "A" REFERENCES, which is included in this RFP document.
- 75. Proposer must demonstrate a thorough knowledge of pertinent California laws and regulations
- 76. Proposer must have been in business for a minimum of five (5) years

Other Requirements

- 1. All proposals must be submitted electronically on the City's PlanetBids portal. Proposals will not be accepted in any other from. Proposals that are not received via the City's PlanetBids portal will NOT be accepted or considered. If assistance is needed with submitting a proposal electronically, instructions on how to submit an electronic proposal via the PlanetBids portal can be found under the "Documents" tab.
- 2. All questions must be submitted in writing, via email only, to Sandra Segawa only, by the deadline specified. Questions received after the specified date and time will not be addressed since the City cannot extend the RFP due date due to delays in meeting specified deadlines.
- 3. Current and relevant submitted on (Appendix "A") "References, for work that is similar in nature with other public agencies.
- 4. If proposer prefers to have the City sign their contract instead of the sample contract that is included in this RFP document, please include a copy for the City's review and consideration. Please submit the contract with the understanding that the City may request changes or refuse to sign.
- 5. Must comply with the City's insurance requirements (Appendix "B") if awarded the contract. In the event that the City agrees to sign the vendor's contract, the insurance requirements in Appendix "B" must be added to the vendor's contract
- 6. All other documents and requirement per this RFP document.



ATTACHMENT "B" - Proposal Pricing Form "Best and Final Offer"

Company Name_NOBEL SYSTEMS, INC._

RFP S-1296: Provide a Computerized Maintenance Management System (CMMS)

Task	Year 1	Year 2	Year 3	Year 4	Year 5
Project Management and Work Plan (Included in t	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Software Costs					
Licensing	\$63,000.00	\$63,000.00	\$63,000.00	\$63,000.00	\$63,000.00
Required modules (included in total cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hosting (Included in total cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Third Party Components (Included in total cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Data Migration (Included in total cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Implementation (Included in total cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
User Acceptance Testing (Included in total cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training (Included in total cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Support and Maintenance (Included in total cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Others Required Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GeoViewer Nearmap Integration/Configuration (Included in total cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Optional Costs-Do Not Include in Total 5- Year Cost	\$75,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
GeoViewer Fleet Management Module	\$35,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
GeoViewer Permitting Module	\$40,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	+62.000.00	+62.000.63	+62.000.60	+62.000.00	+62.000.63
Total by Year	\$63,000.00	\$63,000.00	\$63,000.00	\$63,000.00	\$63,000.00
Total Not to Exceed Price	\$315,000.00 #315,000.00				
Total Not-to-Exceed Price	\$315,000.00				

By signing this form, respondent acknowledges that the cost information is accurate and represents all costs associated with performing the necessary work to satisfy the Scope of Work.

Company Name	NOBEL SYSTEMS, INC.
Authorized Signature	Dono
Printed Name and Title of Authorized Signer	David Manuwa, Vice President Customer Success
Email Address	davemanuwa@nobel-systems.com
Phone Number	909-963-0787 O 909-677-5431 C

Agenda Item - 3.h.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Receive and file minutes Date: 10/25/2022

from the meeting held on

September 27, 2022. (*Action Item*)

Attached are the minutes from the meeting held on September 27, 2022,

recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description Upload Date Type File Name

Minutes 10/20/2022 Minutes September_27__2022.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, September 27, 2022

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

CONVENE CLOSED SESSION

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

ROLL CALL PRESENT: (6) Council Members Brietigam, K. Nguyen, Bui, Klopfenstein, D. Nguyen, Mayor Jones

ABSENT: (1) Council Member O'Neill recused himself from Closed Session

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

<u>Conference with Legal Counsel – Anticipated Litigation</u>

Significant exposure to litigation per Government Code Section 54956.9(d)(2): One potential case relating to the ojections by attorneys for Unite Here Local 11 to the land use entitlement approvals for the B2/Nickelodeon project.

<u>Conference with Legal Counsel – Anticipated Litigation</u>

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One potential case.

ADJOURN CLOSED SESSION

At 6:15 p.m., Mayor Jones adjourned closed session.

CONVENE REGULAR MEETING

At 6:30 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

-1- 9/27/22

RECESS

At 6:31 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 6:35 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

INVOCATION

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

COMMUNITY SPOTLIGHT IN RECOGNITION OF THE CITY OF HOPE ORANGE COUNTY LENNAR FOUNDATION CANCER CENTER

COMMUNITY SPOTLIGHT RECOGNIZING 25 PLUS YEAR EMPLOYEES SERVING THE CITY OF GARDEN GROVE

ORAL COMMUNICATIONS

Speakers: Ana Parker, Leland Sisk, Ray Heimstra, Kyle Mason, Ruby Garcia, Maureen Blackmun, Greg Borgman, Paul Crulee, Robert Esparza

RECESS

At 7:08 p.m. Mayor Jones recessed the meeting.

<u>RECONVENE</u>

At 7:13 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ADOPTION OF A PROCLAMATION DECLARING OCTOBER 9TH THROUGH THE 15TH 2022, AS FIRE PREVENTION WEEK. (F: 83.1)

It was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

A Proclamation declaring October 9th through the 15th 2022, as Fire Prevention Week, be adopted.

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

-2- 9/27/22

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,

D. Nguyen, Jones

Noes: (0) None

ACCEPTANCE OF PROJECT IFB NO. S-1279-A FOR THE RENOVATION OF WEST HAVEN PARK AS COMPLETE (F: 73.12)

It was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

Project IFB No. S-1279-A – Renovation of the West Haven Park as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work, be accepted as complete; and

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

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,

D. Nguyen, Jones

Noes: (0) None

APPROVAL OF FINAL PARCEL MAP NO. 2017-141 FOR THE PROPERTY LOCATED AT 9241 IMPERIAL AVENUE, GARDEN GROVE (F: 118.PM-2017-141)

It was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

Final Parcel Map No. 2017-141, be approved.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,

D. Nguyen, Jones

Noes: (0) None

ADOPTION OF A RESOLUTION AMENDING THE CITY'S CONFLICT OF INTEREST CODE PERTAINING TO DESIGNATED POSITIONS AND DISCLOSURE (F: 30.7)

It was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

Resolution No. 9775-22 entitled: A Resolution of the City Council of the City of Garden Grove amending the Conflict of Interest Code of the City of Garden Grove

-3- 9/27/22

pertaining to designated positions and disclosure categories and rescinding Resolution No. 9655-20, be adopted.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,

D. Nguyen, Jones

Noes: (0) None

<u>AUTHORIZATION OF THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO</u> FLEET GROUP FOR A NEW PUBLIC WORKS DEPARTMENT VAN

It was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

The Finance Director be authorized to issue a purchase order in the amount of \$38,087.80 to National Auto Fleet Group for the purchase of one (1) new Public Works Department Van.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,

D. Nguyen, Jones

Noes: (0) None

APPROVAL OF AN AGREEMENT WITH AKM CONSULTING ENGINEERS FOR STORM DRAIN CHANNEL INSPECTION, CONDITIONS ASSESSMENT AND DESIGN SERVICES (F: 55-AKM CONSULTING ENGINEERS)

It was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

A professional services agreement with AKM Consulting Engineers, in the amount of \$57,756, for professional channel inspection, conditions assessment and design services be approved; and

The City Manager be authorized to execute the professional services agreement on behalf of the City.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,

D. Nguyen, Jones

Noes: (0) None

-4- 9/27/22

APPROVAL OF AN AGREEMENT WITH A3 COMMUNICATIONS, INC., DBA BLUE VIOLET NETWORKS TO PROVIDE MATERIALS AND LABOR FOR A NEW KEYCARD ACCESS AND SECURITY SYSTEM (F: 55-A3 COMMUNICATIONS, INC.)

It was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

An agreement with A3 Communications, Inc., dba Blue Violet Networks, in the amount of \$116,413.09, to provide labor, materials, and services for the installation of a new keycard door entry and security system at the Police headquarters at 11301 Acacia Parkway and at the Purcell building at 11277 Garden Grove Boulevard, be approved; and

The City Manager be authorized to execute the contract on behalf of the City and make minor modifications as appropriate

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,

D. Nguyen, Jones

Noes: (0) None

WARRANTS

It was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

Payroll deposits 00010855 through 00011485 and check numbers 00185125 through 00185141; Payroll deposits 00011486 through 00012116 and check numbers 00185143 through 00185156, inclusive have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,

D. Nguyen, Jones

Noes: (0) None

APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

It was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

Full reading of ordinances listed be waived.

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

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Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,

D. Nguyen, Jones

Noes: (0) None

<u>PUBLIC HEARING - ACCEPTANCE OF FISCAL YEAR 2021-22 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)</u> (F: 117.10D)

(As approved earlier in the meeting, it was moved by Council Member Brietigam, seconded by Council Member O'Neill, and approved by a 7-0 vote, that full reading of ordinances listed be waived.)

Following staff's presentation, Mayor Jones declared the public hearing open.

There being no response from the audience, the public hearing was declared closed.

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

The Consolidated Annual Performance and Evaluation Report for Fiscal Year 2021-22 be accepted; and

Staff be directed to transmit the report to the Department of Housing and Urban Development.

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

Ayes: (7) Brietigam, O'Neill, Bui, K. Nguyen, Klopfenstein,

D. Nguyen, Jones

Noes: (0) None

Council Member Bui left the meeting at 7:20 p.m.

PUBLIC HEARING - INTRODUCTION AND FIRST READING OF AN ORDINANCE APPROVING AMENDMENT NO. A-035-2022 FOR FOCUSED ZONING TEXT AMENDMENTS (F: 115.A-035-2022)

(As approved earlier in the meeting, it was moved by Council Member Brietigam, seconded by Council Member O'Neill, and approved by a 7-0 vote, that full reading of ordinances listed be waived.)

Following staff introduction and PowerPoint presentation from Laura Stetson, consultant with MIG, Inc., and Council Member comments thanking staff for their work, Mayor Jones declared the public hearing open.

There being no response from the audience, the public hearing was declared closed.

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Following Council Member comments, with Council Member O'Neill noting that by adopting the ordinance, the City is in compliance with state law, it was moved by Council Member O'Neill, seconded by Council Member Brietigam that:

Ordinance No. 2939 entitled: An Ordinance of the City Council of the City of Garden Grove approving Amendment No. A-035-2022 to amend Title 9 (Land Use) of the Garden Grove Municipal Code to make focused zoning amendments to implement various policies and programs set forth in the General Plan Housing Element and Land Use Element and to ensure compliance with applicable state housing laws, be passed to second reading.

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

Ayes: (6) Brietigam, O'Neill, K. Nguyen, Klopfenstein, D.

Nguyen, Jones

Noes: (0) None Absent: (1) Bui

APPROVAL TO PARTICIPATE IN THE 2022-2023 OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)

(F: 55-STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY) (XR: 82.15)

Following Deputy Chief El Affar's introduction, and Council Member Brieitgam's query and confirmation on inclusion in the STEP for street racing, it was moved by Council Member Klopfenstein, seconded by Mayor Pro Tem D. Nguyen that:

Participation in the Selective Traffic Enforcement Program (STEP), be authorized;

Office of Traffic Safety Grant Funds in the amount of \$325,000.00, be accepted;

The Police Chief, Finance Director and Finance Manager be authorized to execute the grant agreement on behalf of the City; and

Grant monies be allocated to fund Selective Traffic Enforcement Operations.

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

Ayes: (6) Brietigam, O'Neill, K. Nguyen, Klopfenstein, D.

Nguyen, Jones

Noes: (0) None Absent: (1) Bui

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AWARD A CONTRACT TO DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC., FOR PROJECT NO. S-1298 TO PROVIDE CONSULTANT SERVICES FOR THE REVITALIZATION AND EXPANSION OF WOODBURY PARK (F: 55-DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.)

Following staff introduction, it was moved by Council Member K. Nguyen seconded by Council Member Brietigam that:

A contract be awarded to David Volz Design Landscape Architects, Inc., in the amount of \$678,146, for Project No. S-1298, to provide consultant services for the revitalization and expansion of Woodbury Park; and

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

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

Ayes: (6) Brietigam, O'Neill, K. Nguyen, Klopfenstein, D.

Nguyen, Jones

Noes: (0) None Absent: (1) Bui

AWARD A CONTRACT TO STEPHEN DORECK EQUIPMENT RENTALS, INC. FOR PROJECT CP1286000 – ORANGEWOOD AVENUE – DALE STREET WATER IMPROVEMENTS PROJECT (F: 92-Project CP1286000)

Following Public Works Director, Bill Murray's introduction, Council Member Klopfenstein questioned the estimated duration of the pipe, and Council Member O'Neill asked if the public will be notified of the project.

Following Director Murray's responses that the estimated duration of the pipe is 50 years, and that notification to the public will be done, it was moved by Council Member Klopfenstein, seconded by Council Member O'Neill that:

Award a contract to Stephen Doreck Equipment Rentals Inc. for \$2,719,470 for the construction of Project No. CP1286000 - Orangewood Avenue – Dale Street Water Improvements Project; and

Authorize the City Manager to execute the agreements on behalf of the City and make minor modifications as appropriate.

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

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Ayes: (6) Brietigam, O'Neill, K. Nguyen, Klopfenstein, D.

Nguyen, Jones

Noes: (0) None Absent: (1) Bui

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

<u>DISCUSSION ON GARDEN GROVE'S EXISTING FILMING REGULATIONS AND TO</u>
<u>EXPLORE OPPORTUNITIES FOR INCREASING FILMING ACTIVITIES AS REQUESED BY</u>
<u>THE CITY COUNCIL</u> (F: 60.2)

Following Sr. Administrative Analyst, Mr. Shawn Park's introduction, Council Member K. Nguyen thanked him for his work. She expressed that she would like the City to work with local businesses and hotels for encouraging block rates to production companies to encourage filming in Garden Grove.

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

Council Member K. Nguyen stated that as October is Pregnancy and Infancy Loss Awareness Month, she would like to list a Proclamation to be adopted at the next City Council meeting. She commented on her personal loss of her pregnancy and the numbers of people who have reached out to her with their own experiences.

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

A Proclamation recognizing October as Pregnancy and Infancy Loss Awareness Month be listed for action on the next City Council Meeting agenda and annually thereafter.

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

Ayes: (6) Brietigam, O'Neill, K. Nguyen, Klopfenstein, D.

Nguyen, Jones

Noes: (0) None Absent: (1) Bui

Council Member Klopfenstein expressed her enthusiasm on the completion of West Haven Park improvements and is happy that families will once again be able to enjoy the park. She noted the CAPER that was accepted at tonight's meeting, and encouraged residents to look through the document to understand the work being done that addresses key issues such as homelessness. She noted that there was a substantial amount of grant money funneled through the County that Garden Grove was able to benefit from and use for important programs that help the community. She encouraged those with an interest to volunteer on a Commission, noting that

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the Neighborhood Improvement and Conservation Commission reviews the CAPER before it is accepted by the City Council. She further expressed her frustration on the loss of local control in relation to the zoning amendments mandated by state law.

Council Member Brietigam expressed frustration on the numerous complaints about the excessive length of time that it takes for scheduling building inspections and the lack of communication. He stated that the City's focus is on the bigger projects and that the simple kinds of inspections for things like hot water heaters should not take thirty to sixty days. He commented that general contractors will avoid work in Garden Grove because of the length of time it takes to have a permit finalized. He surmised a lack of willingness or incapability to be more responsive in spite of the City hiring contract labor to handle the workload. He noted that he has been asking for improvements for the last four years, and he threatened that after the 2022 election, if by January things have not improved, he will seek a vote of no confidence with the Department Director.

Council Member O'Neill expressed his appreciation for the Candidate Forum he recently attended that was hosted by the Main Street Business Association and the Garden Grove Neighborhood Association. He commented on the daily active role that City Council Members take that not only includes attending the council meetings, but on addressing issues such as homelessness, crime, and quality of life. He dedicated tonight's meeting to a childhood friend, Janelle Mulcahy Mattiott, who grew up in Garden Grove and recently passed away far too young.

Mayor Pro Tem D. Nguyen agreed with Council Member O'Neill that as Council Members they are very active in responding to the community and work closely with the different departments and city management. She thanked the Main Street Business Association and the Neighborhood Association for sponsoring the candidate forum. She wished her son a happy 16th birthday.

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

City Manager Stiles announced that the Garden Brook Senior Village on Garden Grove Boulevard has 188 units rented to date. The seller for the property slated for the Navigation Center for the homeless has expressed the desire to close escrow sooner, which will allow the project to move forward faster. Currently, a Memorandum of Understanding that includes the cities of Fountain Valley and Westminster for the purpose of funding and operating the Navigation Center is being drafted, and will be coming to the City Council for approval. An MOU with the County of Orange as well is being drafted for further funding for the Navigation Center.

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<u>ADJOURNMENT</u>

At 8:04 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, October 11, 2022, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC City Clerk

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Agenda Item - 3.i.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles Patricia Song From:

Dept.: City Manager Dept.: Finance

Subject: Receive and file warrants. 10/25/2022 Date:

(Action Item)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Upload Date File Name Description Type

Warrants 10/20/2022 Warrants Warrant_Register_Payroll_GGFEFM001.pdf

Report Generated on Oct 6, 2022 2:22:54 PM

EF - Payroll EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012738	E03973	AVILA, VERONICA	10/06/2022	\$2,489.18
00012739	E04755	BRIETIGAM III, GEORGE S	10/06/2022	\$409.87
00012740	E04332	BUI, PHAT T	10/06/2022	\$443.79
00012741	E01338	CARRENO, SHAUNA J	10/06/2022	\$2,203.83
00012742	E02788	DAVIS, JEFFREY P	10/06/2022	\$1,753.77
00012743	E00803	HADDAD, PAMELA M	10/06/2022	\$2,052.27
00012744	E04750	HO, VY D	10/06/2022	\$1,863.41
00012745	E04096	HUYNH, DANNY	10/06/2022	\$4,501.72
00012746	E03612	JONES, STEVEN R	10/06/2022	\$421.86
00012747	E04131	KIM, NOELLE N	10/06/2022	\$2,685.44
00012748	E02612	KLOESS, VILMA C	10/06/2022	\$2,847.93
00012749	E04536	KLOPFENSTEIN, STEPHANIE L	10/06/2022	\$294.47
00012750	E01949	LE, IVY	10/06/2022	\$2,333.48
00012751	E01280	LE, TAMMY	10/06/2022	\$1,863.78
00012752	E05828	MIDDENDORF, LINDA	10/06/2022	\$3,362.59
00012753	E02787	MORAN, MARIE L	10/06/2022	\$2,857.32
00012754	E02539	NAVARRO, MARIA A	10/06/2022	\$2,658.79
00012755	E04535	NGUYEN, DIEDRE THU HA	10/06/2022	\$410.57
00012756	E04948	NGUYEN, HOAI THUONG H	10/06/2022	\$1,547.52
00012757	E04537	NGUYEN, KIM B	10/06/2022	\$414.80
00012758	E03255	NGUYEN, PHUONG VIEN T	10/06/2022	\$2,233.58
00012759	E02560	NGUYEN, QUANG	10/06/2022	\$2,790.76
00012760	E01286	NGUYEN, TINA T	10/06/2022	\$2,212.43
00012761	E04534	ONEILL, JOHN R	10/06/2022	\$443.80
00012762	E04528	PARK, SHAWN S	10/06/2022	\$2,649.89
00012763	E03541	PHI, THYANA T	10/06/2022	\$2,844.28
00012764	E04443	POLLOCK, AMANDA M	10/06/2022	\$1,928.68
00012765	E06945	POMEROY, TERESA L	10/06/2022	\$3,980.77
00012766	E01964	PULIDO, ANA E	10/06/2022	\$4,163.37
00012767	E01356	RAMOS, MARIA	10/06/2022	\$2,604.72
00012768	E05057	SATO, MICHI L	10/06/2022	\$2,929.75
00012769	E04387	STILES, SCOTT C	10/06/2022	\$7,346.37
00012770	E00564	STIPE, MARIA A	10/06/2022	\$5,807.50
00012771	E03715	THAI, KRISTY H	10/06/2022	\$2,505.16

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Check	Vendor#	Vendor Name	Issue Date	Check Amount
00012772	E02543	TO, TANYA L	10/06/2022	\$1,734.22
00012773	E01971	TRAN, CUONG K	10/06/2022	\$2,413.23
00012774	E02056	TRUONG, ELAINE	10/06/2022	\$1,895.83
00012775	E03983	VASQUEZ, LIZABETH C	10/06/2022	\$2,451.04
00012776	E04971	VITAL, ANDREA	10/06/2022	\$1,751.37
00012777	E02562	VO, THANH-NGUYEN	10/06/2022	\$1,884.93
00012778	E04944	ANDERSON CAMBA, ASHLEIGH R	10/06/2022	\$2,260.98
00012779	E04764	BRADLEY, JANNA K	10/06/2022	\$2,662.87
00012780	E03766	CERDA, MARY C	10/06/2022	\$2,244.55
00012781	E04673	HART, BRANDI M	10/06/2022	\$1,567.28
00012782	E04363	KWAN, LIANE Y	10/06/2022	\$3,707.46
00012783	E01985	LEE, JANY H	10/06/2022	\$4,284.90
00012784	E03420	PROCTOR, SHERRILL A	10/06/2022	\$2,483.04
00012785	E04417	STEPHENSON, CAITLYN M	10/06/2022	\$2,467.58
00012786	E02115	STOVER, LAURA J	10/06/2022	\$8,606.10
00012787	E04445	BROWN, KAREN J	10/06/2022	\$1,038.61
00012788	E03313	BUI, AI N	10/06/2022	\$1,705.52
00012789	E05068	CASTELLON, ALVARO A	10/06/2022	\$2,247.63
00012790	E04961	CHAO, VICTORIA	10/06/2022	\$1,605.90
00012791	E03686	CHAVEZ, JAIME F	10/06/2022	\$1,798.83
00012792	E03760	CHUNG, JANET J	10/06/2022	\$3,013.48
00012793	E04957	CURTSEIT, MARIA	10/06/2022	\$2,079.69
00012794	E04960	FUKAZAWA, KEISUKE	10/06/2022	\$1,994.88
00012795	E05055	GAMINO, LINDA M	10/06/2022	\$1,663.81
00012796	E03134	GARCIA, SYLVIA	10/06/2022	\$2,723.78
00012797	E03429	GULLEY, SUSAN J	10/06/2022	\$1,127.42
00012798	E03016	HERNANDEZ, GARY F	10/06/2022	\$1,845.45
00012799	E04569	HOFFMAN, CORINNE L	10/06/2022	\$2,550.60
00012800	E04968	HONG, SEUNGBUM	10/06/2022	\$1,783.76
00012801	E04959	LE, KENNETH H	10/06/2022	\$1,496.32
00012802	E00057	MANALANSAN, NEAL M	10/06/2022	\$2,120.94
00012803	E01668	MAY, ROBERT W	10/06/2022	\$1,714.56
00012804	E01393	MENDEZ, ANGELA M	10/06/2022	\$2,464.74
00012805	E03628	MENDOZA, CHRISTI C	10/06/2022	\$1,915.69
00012806	E04958	NGO, TINA	10/06/2022	\$2,588.11

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012807	7 E04838	NIGATU, SELAMAWIT	10/06/2022	\$2,477.83
00012808	B E01362	PETERSON, JENNIFER L	10/06/2022	\$2,433.34
00012809	9 E02429	PHAM, ANH	10/06/2022	\$1,881.16
00012810	E03610	RAMIREZ, EVA	10/06/2022	\$2,111.68
0001281	1 E05008	RAMOS, ASHLEY	10/06/2022	\$1,486.46
00012812	2 E04973	RAMOS, NANCY	10/06/2022	\$2,818.96
00012813	B E03539	SEGAWA, SANDRA E	10/06/2022	\$3,812.43
00012814	4 E04780	SONG, YUAN	10/06/2022	\$5,376.14
00012815	5 E04859	VO, MY TRA	10/06/2022	\$2,963.85
00012816	6 E03433	WESTON, RETA J	10/06/2022	\$887.83
00012817	7 E04674	WHITTAKER DEGEN, HELEN E	10/06/2022	\$756.44
00012818	B E04527	YOO, MEENA	10/06/2022	\$2,333.65
00012819	9 E04493	ANDREWS, STEVEN F	10/06/2022	\$2,516.57
00012820	E00845	CHANG, TERENCE S	10/06/2022	\$3,311.80
0001282	1 E03498	ESPINOZA, VERNA L	10/06/2022	\$2,690.88
00012822	2 E04523	GALLO, CESAR	10/06/2022	\$3,158.82
00012823	B E04415	GOLD, ANNA L	10/06/2022	\$2,171.22
00012824	4 E04713	HINGCO, ERNIE E	10/06/2022	\$2,148.43
00012825	5 E02617	KLOESS, GEOFFREY A	10/06/2022	\$4,145.52
00012826	6 E03571	MORAGRAAN, RACHOT	10/06/2022	\$4,207.74
00012827	7 E01277	PROFFITT, NOEL J	10/06/2022	\$3,390.29
00012828	B E01901	RAO, ANAND V	10/06/2022	\$5,457.05
00012829	9 E05027	SANCHEZ MENDOZA, ALFREDO	10/06/2022	\$2,068.96
00012830	E03384	SCHULZE, KATRENA J	10/06/2022	\$2,730.76
0001283	1 E05073	SEYMOUR, DAVID M	10/06/2022	\$58.89
00012832	2 E04395	SWANSON, MATTHEW T	10/06/2022	\$1,976.58
00012833	B E01674	VALENZUELA, ANTHONY	10/06/2022	\$1,687.83
00012834	4 E00809	VICTORIA, ROD T	10/06/2022	\$2,358.69
0001283	5 E03014	WILDER, CANDY G	10/06/2022	\$2,227.65
00012836	6 E03509	WINSTON, TERREL KEITH	10/06/2022	\$3,228.39
00012837	7 E03725	ABU HAMDIYYAH, AMEENAH	10/06/2022	\$2,141.67
00012838	B E02996	ASHLEIGH, JULIE A	10/06/2022	\$2,098.05
00012839	9 E03161	AUSTIN, MICHAEL G	10/06/2022	\$2,843.74
00012840	E00740	BLODGETT, GREG	10/06/2022	\$4,154.81
0001284	1 E09999	BLYTHE, GILBERT	10/06/2022	\$0.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012842	E03808	CHENG, ALANA R	10/06/2022	\$3,029.26
00012843	E03601	CHUNG, CHRISTOPHER	10/06/2022	\$3,089.21
00012844	E03353	COVARRUBIAS, MONICA	10/06/2022	\$3,681.20
00012845	E00128	CRAMER, RITA M	10/06/2022	\$2,695.79
00012846	E04394	DAHLHEIMER, BRYSON T	10/06/2022	\$2,440.44
00012847	E04879	DAKE, RYAN J	10/06/2022	\$2,276.26
00012848	E04578	DENT, DAVID A	10/06/2022	\$4,609.46
00012849	E03697	GUERRERO, PAUL	10/06/2022	\$3,480.33
00012850	E03600	HARTWIG, TODD C	10/06/2022	\$2,891.23
00012851	E03531	HERNANDEZ, RALPH V	10/06/2022	\$2,372.66
00012852	E04855	HERRERA JR, ARMANDO	10/06/2022	\$921.43
00012853	E03410	HODSON, AARON J	10/06/2022	\$2,350.65
00012854	E04716	KASKLA, PRIIT J	10/06/2022	\$2,236.39
00012855	E04442	KIM, LISA L	10/06/2022	\$6,927.87
00012856	E03617	LEE, GRACE E	10/06/2022	\$2,828.58
00012857	E04490	LY, HUONG Q	10/06/2022	\$2,277.83
00012858	E03412	MARINO, LEE W	10/06/2022	\$4,617.85
00012859	E04194	MARTINEZ, MARIA L	10/06/2022	\$2,585.95
00012860	E03044	MOORE, JUDITH A	10/06/2022	\$2,188.83
00012861	E02895	MOURE, SVETLANA	10/06/2022	\$2,397.37
00012862	E04635	NGUYEN, PHU T	10/06/2022	\$3,945.62
00012863	E02842	PARRA, MARIA C	10/06/2022	\$3,324.00
00012864	E04992	ROBLES, ALFONSO	10/06/2022	\$2,470.78
00012865	E04408	THRONE, TIMOTHY E	10/06/2022	\$2,292.68
00012866	E04862	TRAN, JAKE P	10/06/2022	\$2,019.33
00012867	E05048	TUONG, NGHIA T	10/06/2022	\$2,137.31
00012868	E05053	VU, VINNY X	10/06/2022	\$2,367.17
00012869	E03643	ALVARADO, YOLANDA A	10/06/2022	\$1,872.35
00012870	E05009	ALVAREZ, CYNTHIA	10/06/2022	\$819.61
00012871	E04390	AMBRIZ, STEPHANIE	10/06/2022	\$602.49
00012872	E04978	AVINA, MIKAYLA M	10/06/2022	\$415.19
00012873	E04771	BAILOR, REBECCA J	10/06/2022	\$481.19
00012874	E04988	BAUTISTA, BRENDA	10/06/2022	\$1,994.31
00012875	E02658	CAMARENA, RACHEL M	10/06/2022	\$2,262.93
00012876	E01588	CAMARENA, RENE	10/06/2022	\$2,436.55

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00012877	E01902	CASILLAS, VICTORIA M	10/06/2022	\$2,070.89
00012878	B E04949	CEDILLO PADILLA, JESSICA	10/06/2022	\$550.26
00012879	E03304	CHUMACERO, DEANNA M	10/06/2022	\$1,290.95
00012880	E04611	CROSS, AMANDA D	10/06/2022	\$1,915.18
00012881	E04653	DIAZ, GABRIELA	10/06/2022	\$743.35
00012882	2 E02120	FRAUSTO, LUIZ F	10/06/2022	\$153.91
00012883	B E04679	FREEMAN, MARK C	10/06/2022	\$3,665.42
00012884	E05019	FUENTES, DIANA	10/06/2022	\$304.47
00012885	E04481	GARCIA, JARED D	10/06/2022	\$669.60
00012886	E04253	GARCIA, VANESSA L	10/06/2022	\$209.45
00012887	Z E05069	GARCIA, VERONICA	10/06/2022	\$138.40
00012888	B E03337	GODDARD, JENNIFER DANIELLE	10/06/2022	\$2,762.35
00012889	E03877	GOMEZ, STEVEN E	10/06/2022	\$911.30
00012890	E04982	GONZALEZ, KATHERYN	10/06/2022	\$642.73
00012891	E00940	GRANT, JACOB R	10/06/2022	\$2,564.63
00012892	E04967	HASHEMI, SETAREH	10/06/2022	\$504.03
00012893	B E05032	LEE, JASON J	10/06/2022	\$290.63
00012894	E04682	LOPEZ, KALYSTA N	10/06/2022	\$96.88
00012895	E03603	MA AE, ELAINE M	10/06/2022	\$3,101.93
00012896	6 E01552	MEDINA, JESUS	10/06/2022	\$1,875.42
00012897	' E00455	MEDINA, JUAN	10/06/2022	\$2,424.11
00012898	B E04925	MENDOZA, JESSICA	10/06/2022	\$214.51
00012899	E05038	MILLER, RUBY C	10/06/2022	\$69.20
00012900	E02808	MONTANCHEZ, JOHN A	10/06/2022	\$5,673.47
00012901	E04947	NGUYEN, ALEXANDER H	10/06/2022	\$244.13
00012902	E04391	NICHOLAS, NOEL N	10/06/2022	\$1,398.83
00012903	B E04931	NODAL, NATALIE	10/06/2022	\$193.75
00012904	E00785	OCADIZ HERNANDEZ, GABRIELA	10/06/2022	\$3,765.98
00012905	E04965	ORDUNO, SAMANTHA	10/06/2022	\$484.39
00012906	E03881	PANGAN, CHRISTIAN	10/06/2022	\$109.66
00012907	' E03361	PELAYO, JANET E	10/06/2022	\$3,923.44
00012908	B E04777	PHAN, EDOUARD T	10/06/2022	\$412.89
00012909	E04463	PUAILOA, SHADY S	10/06/2022	\$602.74
00012910	E02754	REYNOSO, SUGEIRY	10/06/2022	\$2,661.87
00012911	E03362	ROMERO, MARINA Y	10/06/2022	\$2,097.94

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00012912	E04684	ROSALES, MARIA D	10/06/2022	\$460.70
00012913	E04614	ROSAS, TANYA	10/06/2022	\$372.53
00012914	E05025	SABGA, INGRID D	10/06/2022	\$1,111.34
00012915	E04620	SALDIVAR, DIANA	10/06/2022	\$290.27
00012916	E01893	SAUCEDO, DANA MARIE	10/06/2022	\$2,634.37
00012917	E00925	SCHLUMPBERGER, EMERON J	10/06/2022	\$1,071.89
00012918	E04926	SERNA, SAMANTHA M	10/06/2022	\$235.27
00012919	E05016	SIERRA, AILEEN S	10/06/2022	\$456.71
00012920	E04795	SIEVE, MYCHAELLA J	10/06/2022	\$234.32
00012921	E03895	SMITH, REBECCA S	10/06/2022	\$367.95
00012922	E04924	TU, KATHY	10/06/2022	\$83.04
00012923	E01396	VALDIVIA, CLAUDIA	10/06/2022	\$3,475.18
00012924	E00015	VAN SICKLE, JEFFREY	10/06/2022	\$2,714.18
00012925	E04687	VARGAS, SAMANTHA B	10/06/2022	\$414.61
00012926	E05046	VARGAS-CABRERA, ARMANDO	10/06/2022	\$138.40
00012927	E05017	VARGAS-SERNA, KELLY	10/06/2022	\$373.67
00012928	E04118	VENCES, DAISY O	10/06/2022	\$207.97
00012929	E04478	VENCES, JOSHUA	10/06/2022	\$526.23
00012930	E03085	VICTORIA, PAUL E	10/06/2022	\$1,513.09
00012931	E05018	VILLEGAS, MIA A	10/06/2022	\$166.08
00012932	E04609	VIRAMONTES, JACOB D	10/06/2022	\$290.27
00012933	E04274	WILMES, DAVID M	10/06/2022	\$659.59
00012934	E04734	ACOSTA, GIOVANNI	10/06/2022	\$2,469.79
00012935	E03819	ALAMILLO, MARCOS R	10/06/2022	\$3,859.09
00012936	E03712	ALARCON, CLAUDIA	10/06/2022	\$3,850.42
00012937	E05029	ALARID, DAVID M	10/06/2022	\$1,885.69
00012938	E03616	ALCARAZ, MARIA A	10/06/2022	\$2,132.37
00012939	E00121	ALLISON, WILLIAM	10/06/2022	\$5,457.94
00012940	E04873	ALVARADO, MADELINE M	10/06/2022	\$1,812.95
00012941	E04080	ALVAREZ BROWN, RICHARD A	10/06/2022	\$3,664.29
00012942	E05028	AMAYA, JOSE J	10/06/2022	\$1,886.90
00012943	E03011	ANDERSON, BOBBY B	10/06/2022	\$3,694.77
00012944	E05040	ARCHULETA, ANDREW M	10/06/2022	\$1,551.38
00012945	E01234	ARELLANO, PEDRO R	10/06/2022	\$4,228.43
00012946	E04875	ARROYO, SANDRA M	10/06/2022	\$2,051.45

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00012947	E04497	ASHBAUGH, TIMOTHY R	10/06/2022	\$2,861.59
00012948	E03397	ASHBY, PAUL W	10/06/2022	\$3,577.77
00012949	E04719	ATWOOD, MARIA S	10/06/2022	\$2,295.45
00012950	E04613	AVALOS JR, FRANCISCO	10/06/2022	\$3,140.79
00012951	E04550	BAEK, SHARON S	10/06/2022	\$2,297.14
00012952	E05062	BAEZ, JASMIN	10/06/2022	\$516.06
00012953	E04209	BAINTO, JUDY A	10/06/2022	\$564.19
00012954	E04778	BAKER, COLLIN E	10/06/2022	\$4,563.56
00012955	E03005	BANKSON, JOHN F	10/06/2022	\$4,713.89
00012956	E04645	BARRAZA, RENE	10/06/2022	\$3,645.13
00012957	E05041	BARRIOS-ROA, JAYDE D.	10/06/2022	\$1,791.77
00012958	E04432	BEHZAD, JOSHUA K	10/06/2022	\$2,649.62
00012959	E04951	BELLO, ANGELICA	10/06/2022	\$1,694.40
00012960	E03006	BELTHIUS, LISA A	10/06/2022	\$92.87
00012961	E04976	BELTHIUS, TYLER E	10/06/2022	\$497.42
00012962	E04753	BERENGER, BEAU A	10/06/2022	\$4,653.99
00012963	E03296	BERESFORD, EVAN S	10/06/2022	\$4,089.11
00012964	E01604	BERLETH, RYAN S	10/06/2022	\$2,329.14
00012965	E03443	BLUM, JAMES A	10/06/2022	\$2,984.03
00012966	E04149	BOGUE, SUMMER A	10/06/2022	\$2,476.57
00012967	E03363	BOWEN, GENA M	10/06/2022	\$3,714.10
00012968	E04767	BOWMAN, TROY F	10/06/2022	\$2,545.36
00012969	E04963	BOYENS III, ROBERT	10/06/2022	\$3,040.83
00012970	E00946	BRAME, KAREN D	10/06/2022	\$2,205.63
00012971	E04803	BRANTNER, BRITTANEE N	10/06/2022	\$1,769.29
00012972	E03380	BROWN, JEFFREY A	10/06/2022	\$5,030.22
00012973	E03968	BRUNICK, CARISSA L	10/06/2022	\$1,740.01
00012974	E02031	BURILLO, RICHARD O	10/06/2022	\$5,331.48
00012975	E03972	BUSTILLOS, RYAN V	10/06/2022	\$3,148.88
00012976	E03964	CAMARA, DANIEL A	10/06/2022	\$2,818.40
00012977	E04074	CAMPOS, JESENIA	10/06/2022	\$2,225.21
00012978	E03739	CAPPS, THOMAS A	10/06/2022	\$4,972.90
00012979	E05002	CARBALLO, MILTON A	10/06/2022	\$2,349.76
00012980	E02372	CENTENO, JUAN C	10/06/2022	\$5,282.22
00012981	E03607	CHANG, DAVID Y H	10/06/2022	\$3,401.01

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Vendor #	Vendor Name	Issue Date	Check Amount
E04867	CHAPPELL, SHYLER R.D.	10/06/2022	\$2,193.36
E03481	CHAURAN HAIRGROVE, TAMMY L	10/06/2022	\$2,724.27
E04498	CHEATHAM, JEROME L	10/06/2022	\$2,953.85
E01541	CHO, HAN J	10/06/2022	\$2,908.64
E03423	CHOWDHURY, JACINTA F	10/06/2022	\$1,935.28
E04414	CHUNG, RANDY G	10/06/2022	\$133.47
E00003	CIBOSKY, COURTNEY P	10/06/2022	\$3,361.02
E04539	CLASBY JR, BRIAN M	10/06/2022	\$108.65
E04062	COOPMAN, AARON J	10/06/2022	\$3,496.01
E04872	CORNETT, KRISTINA L	10/06/2022	\$2,044.23
E04832	CORTEZ JR, DARRYL B	10/06/2022	\$4,562.46
E04666	CORTEZ, JULIO C	10/06/2022	\$3,084.31
E01875	COUGHRAN, ADAM B	10/06/2022	\$0.00
E01796	COULTER, GARY L	10/06/2022	\$2,962.38
E04555	CRUZ, REYNA	10/06/2022	\$2,124.23
E01364	DALTON, BRIAN D	10/06/2022	\$3,918.33
E04874	DANG, JOHN	10/06/2022	\$446.69
E01951	DANIELSON, PAUL E	10/06/2022	\$2,002.30
E01968	DARE, THOMAS R	10/06/2022	\$9,454.29
E04503	DAVILA, ISAAC	10/06/2022	\$2,915.35
E04431	DE ALMEIDA LOPES, NICHOLAS A	10/06/2022	\$3,503.78
E04731	DE PADUA, TANNER C	10/06/2022	\$3,582.40
E03691	DELGADO JR, JUAN L	10/06/2022	\$4,273.42
E03395	DIX, JENNIFER A	10/06/2022	\$2,699.37
E02313	DOSCHER, RONALD A	10/06/2022	\$3,307.49
E04586	DOVEAS, CHRISTOPHER C	10/06/2022	\$79.25
E04281	DRISCOLL, RUSSELL B	10/06/2022	\$2,069.63
E04844	DUARTE, TAYLOR M	10/06/2022	\$3,195.71
E04720	DUDLEY, BROC D	10/06/2022	\$2,475.90
E03625	EARLE, CHRISTOPHER M	10/06/2022	\$3,370.21
E03740	EL FARRA, AMIR A	10/06/2022	\$4,768.60
E03927	ELHAMI, MICHAEL K	10/06/2022	\$4,477.28
E03933	ELIZONDO, BENJAMIN M	10/06/2022	\$3,362.00
E04016	ELIZONDO, FLOR DE LIS	10/06/2022	\$2,364.13
E01598	ELSOUSOU, HELENA	10/06/2022	\$3,055.54
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000130)17 E02734	ESCALANTE, OTTO J	10/06/2022	\$6,291.54
000130)18 E04334	ESCOBEDO, JOSHUA N	10/06/2022	\$3,323.97
000130)19 E02724	ESTLOW, STEPHEN C	10/06/2022	\$3,493.64
000130)20 E04358	ESTRADA MONSANTO, MICHELLE N	10/06/2022	\$2,837.46
000130)21 E04748	FAJARDO, JESUS	10/06/2022	\$0.00
000130)22 E04303	FERREIRA JR, HECTOR	10/06/2022	\$3,042.11
000130)23 E01663	FERRIN, KORY C	10/06/2022	\$4,133.57
000130)24 E03976	FIGUEREDO, GEORGE R	10/06/2022	\$4,313.07
000130)25 E02838	FISCHER, JAMES D	10/06/2022	\$702.35
000130)26 E04774	FLINN, PATRICIA C	10/06/2022	\$2,836.74
000130)27 E02887	FOSTER, VICTORIA M	10/06/2022	\$1,574.75
000130)28 E04033	FRANCISCO, KATHERINE M	10/06/2022	\$2,045.28
000130)29 E02963	FRANKS, JAMES D	10/06/2022	\$5,444.56
000130	030 E04747	FRESENIUS, ROBERT D	10/06/2022	\$2,662.10
000130	031 E00903	FRUTOS, VERONICA	10/06/2022	\$2,147.99
000130)32 E04729	GARCIA, JOSEPH A	10/06/2022	\$2,901.86
000130	033 E03086	GARCIA, PETE	10/06/2022	\$4,698.17
000130	034 E03659	GARNER, AMANDA B	10/06/2022	\$1,083.90
000130	035 E02606	GEORGE, DAVID L	10/06/2022	\$2,260.56
000130)36 E04351	GERDIN, MICHAEL E	10/06/2022	\$3,348.98
000130)37 E04542	GIFFORD, ROBERT J	10/06/2022	\$3,809.97
000130)38 E04658	GIRGENTI, BRIAN C	10/06/2022	\$3,475.91
000130	39 E04401	GLEASON, SEAN M	10/06/2022	\$3,243.68
000130	040 E04917	GOMEZ, JESUS	10/06/2022	\$2,711.18
000130	041 E04863	GONZALEZ JR, GONZALO	10/06/2022	\$2,478.78
000130	042 E05003	HA, DANNY	10/06/2022	\$2,639.35
000130	043 E04732	HADDEN, TRAVIS J	10/06/2022	\$2,529.90
000130)44 E04787	HALEY, KYLE N	10/06/2022	\$2,146.22
000130)45 E03527	HALLER, TROY	10/06/2022	\$4,551.99
000130)46 E03402	HEINE, STEVEN H	10/06/2022	\$3,957.18
000130	047 E02469	HERRERA, JOSE D	10/06/2022	\$4,032.78
000130)48 E04244	HINGCO, PINKY C	10/06/2022	\$2,515.97
000130	049 E03713	HOLLOWAY, WILLIAM T	10/06/2022	\$4,487.68
000130)50 E04739	HOWARD, JASON A	10/06/2022	\$3,702.35
000130)51 E04654	HURLEY, KIRK P	10/06/2022	\$2,765.15

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00013052	E04089	HUTCHINS, DONALD J	10/06/2022	\$3,767.50
00013053	E03815	HUYNH, AI KELLY	10/06/2022	\$2,372.50
00013054	E03559	HUYNH, THI A	10/06/2022	\$3,034.05
00013055	E04915	ITURRALDE, JENNIFER L	10/06/2022	\$1,056.17
00013056	E04583	JENSEN, MICHAEL J	10/06/2022	\$4,499.62
00013057	E02935	JENSEN, NICKOLAS K	10/06/2022	\$3,895.99
00013058	E04587	JIMENEZ JR, EFRAIN A	10/06/2022	\$3,145.48
00013059	E04781	JIMENEZ TAVAREZ, SERGIO J	10/06/2022	\$2,090.08
00013060	E04655	JOHNSON, CODY M	10/06/2022	\$2,863.36
00013061	E03368	JOHNSON, JASON L	10/06/2022	\$3,123.80
00013062	E03831	JORDAN, GERALD F	10/06/2022	\$3,113.85
00013063	E04559	KELLEY, KRISTOFER D	10/06/2022	\$3,932.72
00013064	E04353	KEUILIAN, SHELBY	10/06/2022	\$2,148.76
00013065	E04663	KIM, CHAD B	10/06/2022	\$2,582.60
00013066	E04538	KIMBERLY, ALLYSON L	10/06/2022	\$1,839.17
00013067	E03932	KIVLER, ROBERT J	10/06/2022	\$2,918.03
00013068	E03389	KOLANO, JOSEPH L	10/06/2022	\$3,312.46
00013069	E03294	KOVACS, LEA K	10/06/2022	\$3,423.12
00013070	E05000	KOVACS, TIMOTHY M	10/06/2022	\$2,998.16
00013071	E04669	KOVACS, TIMOTHY P	10/06/2022	\$3,935.84
00013072	E03484	KUNKEL, PETER M	10/06/2022	\$3,514.45
00013073	E04804	LADD, LAUREN M	10/06/2022	\$2,440.48
00013074	E04857	LANG, MICHAEL J	10/06/2022	\$3,149.53
00013075	E03511	LAZENBY, NICHOLAS A	10/06/2022	\$3,212.85
00013076	E04877	LE, BAO TINH THI	10/06/2022	\$1,954.25
00013077	E04021	LEE, RAPHAEL M	10/06/2022	\$3,912.50
00013078	E04970	LEIVA, EDUARDO C	10/06/2022	\$5,242.40
00013079	E03488	LEYVA, ERICK	10/06/2022	\$4,261.15
00013080	E04541	LINK, DEREK M	10/06/2022	\$4,304.01
00013081	E00030	LOERA JR, RAFAEL	10/06/2022	\$4,918.00
00013082	E05033	LOFFLER, CHARLES H	10/06/2022	\$4,217.39
00013083	E02645	LOPEZ, DAVID	10/06/2022	\$3,567.52
00013084	E05066	LORD, MARK A	10/06/2022	\$4,336.58
00013085	E04581	LOWEN, BRADLEY A	10/06/2022	\$3,193.50
00013086	E04761	LUCATERO, JESSE A	10/06/2022	\$2,522.60

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00013087	E00027	LUKAS, STEVEN W	10/06/2022	\$2,220.23
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00013089	E03663	LUX, RYAN M	10/06/2022	\$4,371.24
00013090	E04772	LY, LINDALINH THU	10/06/2022	\$1,859.74
00013091	E04661	MACHUCA, ROBERTO	10/06/2022	\$2,662.41
00013092	E03752	MACY, TAYLOR A	10/06/2022	\$3,267.75
00013093	E04532	MANIACI, GIANLUCA F	10/06/2022	\$4,138.98
00013094	E04435	MARCHAND, MATTHEW P	10/06/2022	\$4,604.40
00013095	E01359	MARTINEZ JR, MARIO	10/06/2022	\$5,835.50
00013096	E04974	MARTINEZ, JUANITA PATRICIA	10/06/2022	\$2,501.47
00013097	E02792	MATA, RAQUEL D	10/06/2022	\$1,085.92
00013098	E04656	MAZON, JORGE L	10/06/2022	\$3,048.18
00013099	E02796	MCFARLANE, MARIA C	10/06/2022	\$2,164.40
00013100	E06761	MEEKS, REBECCA S	10/06/2022	\$3,163.45
00013101	E03826	MEERS, BRYAN J	10/06/2022	\$4,419.09
00013102	E02655	MENDOZA CAMPOS, MELISSA	10/06/2022	\$2,528.76
00013103	E04402	MERRILL, KENNETH E	10/06/2022	\$527.51
00013104	E03965	MIHALIK, DANNY J	10/06/2022	\$4,220.80
00013105	E04840	MONTOYA, DAWN M	10/06/2022	\$2,053.88
00013106	E04865	MORIN, LINDA M	10/06/2022	\$4,089.82
00013107	E04352	MORSE, JEREMY N	10/06/2022	\$3,964.03
00013108	E01940	MORTON, NATHAN D	10/06/2022	\$3,621.55
00013109	E04454	MOSER, MICHAEL A	10/06/2022	\$1,853.44
00013110	E03929	MURILLO JR, RAUL	10/06/2022	\$4,740.37
00013111	E04626	MURO, JASON M	10/06/2022	\$4,325.74
00013112	E04577	MUSCHETTO, PATRICK J	10/06/2022	\$3,403.04
00013113	E03422	NADOLSKI, THOMAS R	10/06/2022	\$2,256.23
00013114	E04111	NEELY, JACOB J	10/06/2022	\$2,084.01
00013115	E04436	NGUYEN, JEFFREY C	10/06/2022	\$3,352.49
00013116	E02813	NGUYEN, TRINA T	10/06/2022	\$1,965.35
00013117	E04540	NIKOLIC, ADAM C	10/06/2022	\$4,391.31
00013118	E05054	NUNEZ, BREANNE S	10/06/2022	\$1,648.14
00013119	E03350	OLIVO, JOSHUA T	10/06/2022	\$17,753.62
00013120	E04035	ORTIZ, STEVEN TRUJILLO	10/06/2022	\$3,013.70
00013121	E03427	PANELLA, JOSEPH N	10/06/2022	\$2,528.24

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00013122	E04910	PAQUA, BRANDON J	10/06/2022	\$2,636.71
	00013123	E01948	PARK, BRANDY J	10/06/2022	\$2,869.57
	00013124	E02995	PAYAN, CRISTINA V	10/06/2022	\$2,468.86
	00013125	E00824	PAYAN, LUIS A	10/06/2022	\$4,738.60
	00013126	E04843	PEREZ, EMMANUEL	10/06/2022	\$2,654.01
	00013127	E00145	PERKINS, JASON S	10/06/2022	\$4,713.53
	00013128	E04429	PHAM, PHILLIP H	10/06/2022	\$3,778.84
	00013129	E06938	PLUARD, DOUGLAS A	10/06/2022	\$4,789.00
	00013130	E03299	POLOPEK, COREY T	10/06/2022	\$3,710.53
	00013131	E05050	QUANG, DENNIS	10/06/2022	\$2,415.95
	00013132	E04788	QUIROZ, LUIS A	10/06/2022	\$2,362.12
	00013133	E03967	RAMIREZ OROZCO, SINDY	10/06/2022	\$175.15
	00013134	E04955	RAMIREZ, KAYLYN C	10/06/2022	\$1,924.47
	00013135	E03390	RAMIREZ, LUIS F	10/06/2022	\$3,970.22
	00013136	E05021	RAMIREZ, TERRA M	10/06/2022	\$3,068.04
	00013137	E05049	RAMOS, DAVID N	10/06/2022	\$2,809.31
	00013138	E04914	RAMOS, RODOLFO B	10/06/2022	\$484.39
	00013139	E03217	RANEY, JOHN E	10/06/2022	\$4,028.43
	00013140	E04941	RASMUSSEN, TRENTON L	10/06/2022	\$2,084.50
	00013141	E04659	REED, THOMAS S	10/06/2022	\$4,190.95
	00013142	E03486	REYES, RON A	10/06/2022	\$4,098.05
	00013143	E04911	RICHARDS, BRYANT D	10/06/2022	\$2,289.22
	00013144	E04437	RICHMOND, RYAN R	10/06/2022	\$3,011.60
	00013145	E04860	ROCHA, RUDY A	10/06/2022	\$497.42
	00013146	E04738	RODRIGUEZ, DANIEL	10/06/2022	\$13,609.16
	00013147	E04082	RODRIGUEZ, JENNIFER M	10/06/2022	\$3,520.44
	00013148	E05001	RODRIGUEZ, RYAN ELIJAH	10/06/2022	\$3,835.08
	00013149	E04438	ROGERS, CHRISTIN E	10/06/2022	\$3,935.23
	00013150	E04385	ROJAS, ASHLEY C	10/06/2022	\$1,893.28
	00013151	E04507	ROMBOUGH, JENNIFER V	10/06/2022	\$2,065.35
	00013152	E04552	RUZIECKI, ERIC T	10/06/2022	\$3,766.11
	00013153	E02845	SALAZAR, SEAN M	10/06/2022	\$3,082.79
	00013154	E04845	SALGADO JR., ALFREDO	10/06/2022	\$2,411.16
	00013155	E03297	SAMOFF, TANYA L	10/06/2022	\$3,008.56
	00013156	E02646	SANTANA, LINO G	10/06/2022	\$9,119.22

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00013157	E03035	SEYMOUR, SUSAN A I	10/06/2022	\$2,982.09
	00013158	E04282	SHELGREN, CHRISTOPHER M	10/06/2022	\$3,515.67
	00013159	E04616	SHIPLEY, AARON T	10/06/2022	\$2,439.49
	00013160	E02937	SHORROW, NICOLE D	10/06/2022	\$3,172.11
	00013161	E04864	SILVA, LEVI JOENIEL	10/06/2022	\$3,151.75
	00013162	E04576	SIMONS, SHAYLEN L	10/06/2022	\$3,446.89
	00013163	E04934	SLETTVET, HEATHER P	10/06/2022	\$2,105.58
	00013164	E02587	SOSEBEE, DANNY J	10/06/2022	\$2,464.98
	00013165	E03563	SPELLMAN, MARSHA D	10/06/2022	\$2,907.61
	00013166	E04500	STAAL, GAREY D	10/06/2022	\$3,899.65
	00013167	E03218	STARNES, CHARLES W	10/06/2022	\$5,449.75
	00013168	E03761	STEPHENSON III, ROBERT M	10/06/2022	\$4,746.74
	00013169	E04584	STROUD, BRIAN T	10/06/2022	\$4,258.81
	00013170	E02979	TESSIER, PAUL M	10/06/2022	\$3,743.46
	00013171	E04449	TRAN, SPENCER T	10/06/2022	\$2,542.58
	00013172	E02982	VAICARO, VINCENTE J	10/06/2022	\$4,392.33
	00013173	E03053	VALENCIA, EDGAR	10/06/2022	\$3,806.67
	00013174	E04667	VAUGHN, CALEB I	10/06/2022	\$414.61
	00013175	E04977	VAZQUEZ, BRIAN M	10/06/2022	\$373.67
	00013176	E04434	VELLANOWETH, KIMBRA S	10/06/2022	\$2,145.98
	00013177	E04903	VIGIL, DANIEL C	10/06/2022	\$2,964.87
	00013178	E03022	VU, TUONG-VAN NGUYEN	10/06/2022	\$2,285.87
	00013179	E04730	VU, TYLER D	10/06/2022	\$497.42
	00013180	E01905	WAINWRIGHT, JONATHAN B	10/06/2022	\$3,606.87
	00013181	E03220	WARDLE, DENNIS	10/06/2022	\$4,025.92
	00013182	E03213	WARDLE, SANTA	10/06/2022	\$2,710.75
	00013183	E04758	WEYKER, CHRYSTAL L	10/06/2022	\$1,722.49
	00013184	E03930	WHITNEY, CHERYL L	10/06/2022	\$2,283.40
	00013185	E03305	WIMMER, ROYCE C	10/06/2022	\$7,409.93
	00013186	E04762	WREN, DANIELLE E	10/06/2022	\$2,772.79
	00013187	E04763	WRIGHT, SARAH A	10/06/2022	\$2,637.20
	00013188	E04856	XU, DUO	10/06/2022	\$2,822.58
	00013189	E03543	YELENSKY, SHANNON M	10/06/2022	\$1,891.27
	00013190	E04156	YERGLER, JOHN J	10/06/2022	\$6,227.03
	00013191	E04722	YNIGUEZ, COLE A	10/06/2022	\$2,450.84

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	Check	Vendor #	Vendor Name	Issue Date	Check Amount
	00013192	E01978	ZMIJA, ADAM D	10/06/2022	\$5,486.91
	00013193	E04517	AGUIRRE, ALFRED J	10/06/2022	\$3,153.08
	00013194	E01626	AGUIRRE, ANSELMO	10/06/2022	\$2,174.43
	00013195	E04451	AGUIRRE, ANTHONY U	10/06/2022	\$620.55
	00013196	E04631	ANDREI, IOAN	10/06/2022	\$1,127.29
	00013197	E04678	BABINSKI IV, SYLVESTER A	10/06/2022	\$2,259.99
	00013198	E04336	BECERRA, RODOLPHO M	10/06/2022	\$2,340.19
	00013199	E04972	BECERRA-SAMANIEGO JR, GABRIEL	10/06/2022	\$1,753.78
	00013200	E04770	BELL, DONEISHA L	10/06/2022	\$755.72
	00013201	E01255	BOS, MICHAEL C	10/06/2022	\$2,265.26
	00013202	E04650	BUCHLER, RAYMOND A	10/06/2022	\$2,072.72
	00013203	E01584	CANDELARIA, DANIEL J	10/06/2022	\$4,556.01
	00013204	E04300	CANO, EDGAR A	10/06/2022	\$2,458.43
	00013205	E03828	CANTRELL, JEFFREY G	10/06/2022	\$2,293.78
	00013206	E05063	CARRILLO, GEORGE	10/06/2022	\$2,499.67
	00013207	E03811	CARRISOZA, ALBERT J	10/06/2022	\$2,576.01
	00013208	E00916	CARTER, PHILLIP J	10/06/2022	\$3,434.91
	00013209	E04869	CHAVEZ, DAMIAN JESUS	10/06/2022	\$721.53
	00013210	E04551	CONTRERAS, GABRIELA R	10/06/2022	\$3,005.48
	00013211	E03518	COTTON, JULIE T	10/06/2022	\$1,860.34
	00013212	E03807	DE LA ROSA, VINCENT L	10/06/2022	\$3,215.78
	00013213	E03736	DIBAJ, KAMYAR	10/06/2022	\$3,759.52
	00013214	E04989	DOCHERTY, PAUL	10/06/2022	\$99.01
	00013215	E02515	DUVALL, RICK L	10/06/2022	\$2,673.57
	00013216	E04514	ESPINOZA, ERIC M	10/06/2022	\$2,018.34
	00013217	E03733	ESPINOZA, JULIA	10/06/2022	\$1,437.57
	00013218	E05957	FERNANDEZ, ARYANA C	10/06/2022	\$349.91
	00013219	E03405	FERNANDEZ, CECELIA A	10/06/2022	\$1,293.41
	00013220	E04997	FLORES, ANTHONY	10/06/2022	\$733.54
	00013221	E04990	FLORES, MITCHELL C	10/06/2022	\$845.87
	00013222	E00558	FREGOSO, ALICE K	10/06/2022	\$2,192.42
	00013223	E05037	GAINES, JEFFREY S	10/06/2022	\$740.66
	00013224	E05010	GALVAN, EDGAR	10/06/2022	\$919.39
	00013225	E04754	GARCIA, ALICIA R	10/06/2022	\$1,681.08
	00013226	E04677	GIROUARD, CASEY G	10/06/2022	\$1,745.79

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00013227	E04629	GOMEZ, DIANA	10/06/2022	\$939.29
00013228	E03341	GONZALEZ, JORGE	10/06/2022	\$1,248.71
00013229	E04473	GOUNTOUMA, SOUMELIA K	10/06/2022	\$2,485.54
00013230	E03400	GREENE, MICHAEL R	10/06/2022	\$2,169.62
00013231	E03685	GUZMAN, JESSE	10/06/2022	\$3,964.53
00013232	E04299	HANSEN, AARON R	10/06/2022	\$1,973.07
00013233	E03523	HARO, GLORIA A	10/06/2022	\$1,250.50
00013234	E03759	HERNANDEZ, HERMILO	10/06/2022	\$1,456.83
00013235	E04622	HOFER, ALICIA M	10/06/2022	\$2,097.90
00013236	E02874	HOLMON III, ALBERT J	10/06/2022	\$3,763.90
00013237	E04347	HSIEH, NICOLAS C	10/06/2022	\$3,950.24
00013238	E03588	HUYNH, HUY HOA	10/06/2022	\$2,433.50
00013239	E04831	ILFELD, MATTHEW D	10/06/2022	\$1,759.26
00013240	E01907	JACOT, ROSEMARIE	10/06/2022	\$2,348.60
00013241	E04296	JOHNSON, ERIC W	10/06/2022	\$2,007.23
00013242	E04979	JURADO, MICHAEL	10/06/2022	\$1,278.69
00013243	E04470	KAYLOR, BRENT	10/06/2022	\$2,498.96
00013244	E04728	KHALIL, MARK M	10/06/2022	\$2,176.34
00013245	E04382	KWIATKOWSKI, BRYAN D	10/06/2022	\$1,967.94
00013246	E02852	LADNEY, MARK W	10/06/2022	\$2,889.31
00013247	E04769	LAMAS, LEONEL A	10/06/2022	\$1,051.11
00013248	E03813	LEWIS, SHAN L	10/06/2022	\$2,869.77
00013249	E03301	LEYVA, RAUL	10/06/2022	\$3,860.10
00013250	E05006	MARQUEZ, STEVEN ADAM	10/06/2022	\$1,418.08
00013251	E05364	MARU, NAVIN B	10/06/2022	\$3,689.51
00013252	E04665	MEJIA, DIEGO A	10/06/2022	\$2,063.97
00013253	E03493	MENDEZ, RIGOBERTO	10/06/2022	\$2,461.08
00013254	E04998	MENDOZA, LAURA	10/06/2022	\$1,008.39
00013255	E04724	MOORE, DOUGLAS A	10/06/2022	\$2,406.57
00013256	E04827	MORELAND, ANDREW J	10/06/2022	\$1,623.16
00013257	E04222	MOSS, DANIEL C	10/06/2022	\$1,523.34
00013258	E01243	MURRAY JR, WILLIAM E	10/06/2022	\$7,510.46
00013259	E04634	NAVARRO, JUAN C	10/06/2022	\$2,869.60
00013260	E04969	ORNELLAS, MICHAEL	10/06/2022	\$1,551.63
00013261	E03378	ORTIZ, STEVEN T	10/06/2022	\$3,770.83

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00013262	E04999	ORTUNO, ANIBAL	10/06/2022	\$1,962.01
00013263	E03754	PINKSTON, RICHARD L	10/06/2022	\$2,690.91
00013264	E04567	POWELL, AUSTIN H	10/06/2022	\$2,356.85
00013265	E03799	QUIROZ, ROLANDO	10/06/2022	\$2,799.94
00013266	E05031	RAMIREZ, AACIN	10/06/2022	\$1,969.16
00013267	E04572	REED, MELVIN P	10/06/2022	\$1,802.55
00013268	E02058	REYES, DELFRADO C	10/06/2022	\$1,309.65
00013269	E04295	ROBLES, RAFAEL	10/06/2022	\$1,949.72
00013270	E04563	RODRIGUEZ, ADRIANNA M	10/06/2022	\$1,241.63
00013271	E05004	RUELAS, SERGIO	10/06/2022	\$764.00
00013272	E04289	SALDIVAR, RICARDO	10/06/2022	\$1,694.67
00013273	E04505	SANTOS, MICHAEL F	10/06/2022	\$3,503.95
00013274	E04215	SMOUSE, TREVOR G	10/06/2022	\$2,538.49
00013275	E04836	SOTO, WILLIAM A	10/06/2022	\$1,867.34
00013276	E03091	SUDDUTH, STEPHEN D	10/06/2022	\$2,812.36
00013277	E01625	TAPIA, LUIS A	10/06/2022	\$3,673.07
00013278	E04756	TARIN, ALEXIS P	10/06/2022	\$2,214.91
00013279	E03239	TAUANU U, STEVE J	10/06/2022	\$2,114.30
00013280	E04773	THURMAN JR, EDWIN O	10/06/2022	\$1,071.76
00013281	E08679	THURMAN, RODERICK	10/06/2022	\$1,860.32
00013282	E03480	TRIMBLE, EMILY H	10/06/2022	\$2,020.94
00013283	E04825	TRUJILLO, JOSEPH E	10/06/2022	\$1,554.86
00013284	E02482	UPHUS, MARK P	10/06/2022	\$4,881.25
00013285	E03681	VASQUEZ, JOSE A	10/06/2022	\$3,643.06
00013286	E02942	VERA, EVARISTO	10/06/2022	\$2,066.44
00013287	E03727	VERGARA NEAL, ANA G	10/06/2022	\$3,023.32
00013288	E03670	VITALI, SUSAN	10/06/2022	\$609.81
00013289	E01580	VU, DAI C	10/06/2022	\$4,590.32
00013290	E04362	VU, KHANG L	10/06/2022	\$3,292.67
00013291	E01619	WHITE, WILLIAM J	10/06/2022	\$2,374.17
00013292	E03414	WILLIAMS, HILLARD J	10/06/2022	\$107.07
00013293	E04006	WILLIAMS, RICHARD L	10/06/2022	\$2,502.57
00013294	E05023	YNIGUEZ, KARISSA N	10/06/2022	\$2,378.75
00013295	E03436	ZIEGLER, RICK S	10/06/2022	\$963.10
00013296	E03917	ALLEN, CHRISTOPHER L	10/06/2022	\$118.44

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00013297	E04163	AMBRIZ GARCIA, EDWARD D	10/06/2022	\$1,485.47
00013298	E04784	BANUELOS, ALEJANDRO	10/06/2022	\$3,338.63
00013299	E04063	BERGER, JAN	10/06/2022	\$2,546.34
00013300	E00651	BERMUDEZ, ROBERT P	10/06/2022	\$3,439.48
00013301	E03495	BLAS, VICTOR T	10/06/2022	\$3,265.67
00013302	E00070	CANNON, TIM P	10/06/2022	\$5,241.71
00013303	E04365	DAN, CARINA M	10/06/2022	\$2,576.66
00013304	E04440	DAVIS, RYAN H	10/06/2022	\$2,266.30
00013305	E03051	DIEMERT, RONALD W	10/06/2022	\$2,531.69
00013306	E02718	ESCOBAR, CHRIS N	10/06/2022	\$2,783.84
00013307	E03688	GLENN, JEREMY J	10/06/2022	\$932.63
00013308	E01618	GOMEZ, JOSE	10/06/2022	\$2,160.17
00013309	E02701	GONZALEZ, ALEJANDRO	10/06/2022	\$5,508.54
00013310	E03763	GRIFFIN, LARRY	10/06/2022	\$2,666.75
00013311	E04828	GUERRERO, MICHAEL V	10/06/2022	\$1,876.63
00013312	E04018	HAENDIGES, ROBERT A	10/06/2022	\$3,552.06
00013313	E03575	HART, RYAN S	10/06/2022	\$2,105.90
00013314	E03701	HAYES, WALTER B	10/06/2022	\$3,540.05
00013315	E03399	HOWENSTEIN, FRANK D	10/06/2022	\$2,582.32
00013316	E03406	HUY, EDWARD A	10/06/2022	\$2,864.31
00013317	E04782	JIN, LIYAN	10/06/2022	\$2,484.59
00013318	E03534	KIM, SAMUEL K	10/06/2022	\$3,844.68
00013319	E03254	KIRZHNER, ALLEN G	10/06/2022	\$2,820.47
00013320	E03988	LI, REBECCA PIK KWAN	10/06/2022	\$3,905.96
00013321	E02063	MA AE, DAVID	10/06/2022	\$2,116.02
00013322	E03249	MANSON, RAQUEL K	10/06/2022	\$2,828.18
00013323	E04837	MARTINEZ, ALFREDO	10/06/2022	\$2,048.48
00013324	E02124	MEISLAHN, TYLER	10/06/2022	\$1,816.71
00013325	E04403	MONTGOMERY, JESSE K	10/06/2022	\$2,807.15
00013326	E04707	MORRIS, JUSTIN M	10/06/2022	\$1,857.10
00013327	E03590	MOYA JR, STEVEN J	10/06/2022	\$2,448.33
00013328	E03519	MURAD, BASIL G	10/06/2022	\$2,541.55
00013329	E03144	NATLAND, KIRK L	10/06/2022	\$1,349.56
00013330	E04291	NGUYEN, DUC TRUNG	10/06/2022	\$2,479.83
00013331	E04904	NGUYEN, LISA	10/06/2022	\$815.02

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00013332	E03221	NICOLAE, CORNELIU	10/06/2022	\$3,227.11
00013333	E04210	NUNES, BRANDON S	10/06/2022	\$2,568.62
00013334	E03923	ORNELAS, ANDREW I	10/06/2022	\$2,710.21
00013335	E03582	ORTEGA, DAVID A	10/06/2022	\$4,950.49
00013336	E03578	PASILLAS, CELESTINO J	10/06/2022	\$3,059.87
00013337	E03170	PEARSON, WILLIAM F	10/06/2022	\$2,509.20
00013338	E04950	PHAM ADA, DYLLAN TUAN ANH	10/06/2022	\$399.89
00013339	E04805	POLIDORI, JESSICA J	10/06/2022	\$3,479.50
00013340	E02500	PORRAS, STEPHEN	10/06/2022	\$3,187.97
00013341	E07590	RUITENSCHILD, LES A	10/06/2022	\$3,537.97
00013342	E03926	RUIZ, JONATHAN	10/06/2022	\$3,050.43
00013343	E07690	SANTOS, ALEXIS	10/06/2022	\$2,010.74
00013344	E07692	SARMIENTO, ADRIAN M	10/06/2022	\$2,721.75
00013345	E04956	SON, TOMMY T	10/06/2022	\$2,296.30
00013346	E04301	TALAMANTES JR, ALBERT	10/06/2022	\$4,155.46
00013347	E04121	TRAN, MINH K	10/06/2022	\$2,960.03
00013348	E00151	VALENZUELA JR, ALEJANDRO	10/06/2022	\$0.00
00013349	E08881	VALENZUELA, ALEJANDRO N	10/06/2022	\$3,494.00
00013350	E01882	VIRAMONTES, JESSE	10/06/2022	\$2,159.43
00013351	E04195	WOLLAND, RONALD J	10/06/2022	\$2,000.74
00013352	E09940	YERGENSEN, VICTOR K	10/06/2022	\$2,814.07
00013353	E09954	ZAVALA, JOHN	10/06/2022	\$2,695.42

Check: 616 \$1,608,013.46 Total: 616 \$1,608,013.46

CITY OF GARDEN GROVE GGFEFM001 Warrant Register Check Dates Oct 6, 2022

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PY - Payroll

Check	Vendor#	Vendor Name	Issue Date	Check Amount
00185173	E04994	GREENUP, BREANNA C	10/06/2022	\$808.57
00185174	E05035	NGUYEN, TAN V	10/06/2022	\$49.27
00185175	E00977	BELAIR, DIANE	10/06/2022	\$2,286.88
00185176	E05015	FALETOI, TERRY U	10/06/2022	\$389.03
00185177	E04824	PACHECO, LAURA M	10/06/2022	\$152.24
00185178	E05070	XOOL VARGAS, RUDY G	10/06/2022	\$41.52
00185179	E04444	JULIENNE, PATRICK R	10/06/2022	\$3,007.33
00185180	E05064	FOX, LUCAS	10/06/2022	\$1,061.99
00185181	E05012	HODNETT, RYAN P	10/06/2022	\$713.94
00185182	E05065	LOMELI, JONATHAN	10/06/2022	\$876.17
00185183	E03529	ROCHA, MICHAEL F	10/06/2022	\$2,684.88
00185184	E05067	SANCHEZ, MARTIN	10/06/2022	\$949.55
00185185	E03145	DE LA ROSA, FRANK X	10/06/2022	\$1,973.47
00185186	E03446	JIMENEZ, VIDAL	10/06/2022	\$2,777.79

Check: 14 \$17,772.63 Total: 14 \$17,772.63

(Dates

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Patricia Song

Dept.: City Manager Dept.: Finance

Subject: Receive and File Measure O Date: 10/25/2022

Citizen's Oversight

Committee Annual Report for Fiscal Year 2021-22. (Action

Item)

OBJECTIVE

For the City Council to receive and file the Measure O Citizen's Oversight Committee Annual Report for Fiscal Year 2021-22.

BACKGROUND

Resolution No. 9540-19, titled "A Resolution Defining the Composition of the Measure O – Citizens' Oversight Committee, Purpose, Terms of Office for Committee Members, the Scope of the Committee's Responsibilities and Other Related Matters" requires a report be presented by the Committee to the City Council annually. This annual report is to summarize the Committee's activities during the year, and communicate the Committee's findings in regards to the City's audited financial information and General Fund budget/CIP plan in regards to the Measure O revenue received and corresponding appropriation within the reporting period.

DISCUSSION

The attached Measure O Citizen's Oversight Committee Annual Report discussed the following items:

- The Committee's proceedings and activities during Fiscal Year 2021-22 with focuses on:
 - o Audited Fiscal Year 2020-21 annual financial information;
 - o Adopted General Fund's budget for fiscal years 2021 through 2023; and
 - Mid-year General Fund financial review for Fiscal Year 2021-22.
- The Committee's findings and recommendations.

The Committee concluded that the audited FY2020-21 financial information reflected the appropriate collection and use of the Measure O – Public Safety and Vital City

Services tax during the year, and the City's FY2021-23 biennial General Fund budget protected and maintained the City's core services.

FINANCIAL IMPACT

There is no fiscal impact to receive and file the Measure O Citizen's Oversight Committee annual report.

RECOMMENDATION

It is recommended that the City Council receive and file the Measure O Citizen's Oversight Committee Annual Report for Fiscal Year 2021-22.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Attachment 1 - Measure O Committee Annual Report	10/13/2022	Exhibit	MeasureO_CommitteeAnnualReport- 2022.pdf

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: City Council From: Measure O – Citizen's

Oversight Committee

Subject: MEASURE O COMMITTEE ANNUAL Da

REPORT FOR FISCAL YEAR 2021-22

Date: October 25, 2022

OBJECTIVE

To present to City Council the Measure O Citizen's Oversight Committee annual report for Fiscal Year 2021-22 per Resolution No. 9540-19.

BACKGROUND

On November 6, 2018, Garden Grove voters passed Ordinance No. 2897, also known as Measure O, imposing a one-cent (1%) transactions and use (sales) tax. The Measure O – Citizen's Oversight Committee was established on February 26, 2019, to review the City's annual budget, mid-year budget, and year-end audited financial information in regards to the receipt and use of Measure O funds. Resolution No. 9540-19 requires that an annual report be presented to the City Council communicating the Committee's activities and to provide a response to the following questions:

- Does the current audited financial information reflect that the Measure O Public Safety and Vital City Services tax was collected and appropriately spent?
- Does the City's proposed General Fund annual budget and CIP plan protect and maintain the City's core services including public safety?

DISCUSSION

Summary of Committee's Proceedings and Activities for FY 2021-22

Two Committee meetings were held during FY 2021-22:

October 4, 2021 Meeting

- Reviewed the draft Measure O annual report to City Council for Fiscal Year (FY) 2020-21;
- Reviewed FY 2020-21 unaudited General Fund financial data;

- Reviewed the adopted FY2021-23 biennial budget for the General Fund;
 and
- Discussed the importance of continuing with clear communication between staff and the Committee and how it had ensured transparency and accountability on the use of the Measure O funds, and reinforced the confidence the Committee had in staff.

March 28, 2022 Meeting

- Reviewed Chapter 2.02 of the Garden Grove Municipal Code on Code of Ethics for Public Officers and Employees;
- Reviewed FY 2020-21 audited financial information;
- Reviewed FY 2021-22 mid-year General Fund revenue and expenditures; and
- Discussed the accounting and reporting of Measure O funds received and used, and how to potentially provide additional details on the use of Measure O funds in the annual report.

Audited Financial Information for Fiscal Year 2020-21

Staff presented to the Committee FY 2020-21 audited revenue and expenditure for the City's General Fund. The General Fund as presented in the City's Annual Comprehensive Financial Report (Financial Report) includes the City's main operating fund (the General Fund), Economic Development Fund, Tourism Improvement District Funds, Land Sale Proceeds Fund, and Deposits Fund.

Table 1 below summarizes the City's overall General Fund revenues. In FY2020-21, the City received approximately \$23.3 million from the one-cent sales tax from Measure O, which was an increase of \$3.3 million from the prior fiscal year.

Table 1 - General Fund Revenues

Revenue Description	 2020-21 (\$000)
Sales Tax - Bradley-Burns	\$ 26,026
Measure O	23,279
Property Tax	55,004
Hotel Tax (TOT)	7,136
Other Taxes	4,898
Licenses & Permits	2,372
Fines, Forfeits & Penalties	2,121
Charges for Current Services	7,938
Investment Earnings	19
Other	 29,639
Total General Fund	\$ 158,432

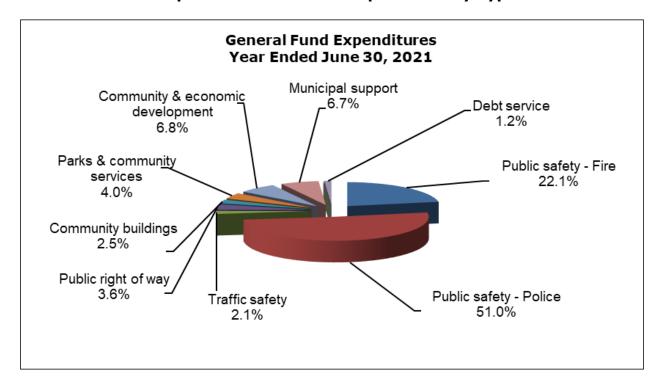
General Fund Revenues Year Ended June 30, 2021 Other 19.0% Charges for Property taxes services_ 34.8% 5.0% Fines, penalties & forfeitures 1.3% Licenses & permits Sales and use taxes 1.5% 30.6% Transient Other taxes occupany taxes 3.3% 4.5%

Graph 1 – General Fund Revenue by Category

Total General Fund expenditures for the same fiscal year was \$128.9 million, of which 73.1% was for Police and Fire. Comparing to the previous fiscal year, public safety expenditure increased by 2.7 million, among which \$2.2 million was in police safety. Table 2 below summarizes the City's General Fund audited expenditures for FY 2020-21.

Table 2 – General Fund Expenditures

Expenditure Category	2020-21 (\$000)	% of Total
Public Safety - Fire	\$ 28,470	22.1%
Public Safety - Police	65,734	51.0%
Traffic Safety	2,702	2.1%
Public Right of Way	4,742	3.7%
Community Buildings	3,164	2.5%
Community Services	3,867	3.0%
Economic Development	2,237	1.7%
Parks and Green Belts	1,349	1.0%
Community Planning & Dev.	6,440	5.0%
Municipal Support	8,572	6.7%
Debt Service	 1,606	1.2%
Total Expenditure	\$ 128,883	100.0%



Graph 2 – General Fund Expenditure by Type

Fiscal Year 2021-22 Mid-Year General Fund Budget Review

The Committee reviewed the FY 2021-22 mid-year General Fund financial position based on the recorded financial data as of February 2022.

As of February 2022, revenue came in stronger than anticipated. Both sales and property taxes were trending strong for the year. Sales tax had been realizing growth exceeding the pre-pandemic levels, largely due to pandemic related fiscal relief funds provided to businesses and individuals. Shortage on labor and limits placed on travel and entertainment also promoted consumer spending, resulted in high sales tax revenues.

By end of January 2022, Transient Occupancy Tax (TOT) already exceeded the adopted budget level. In the adopted budget, staff projected TOT revenue to be at 40% of our pre-pandemic peak level, based on the trend, staff believed TOT could potentially reach 70% to 80% of the peak level, which translated to an additional \$10.0 million revenue with a total of \$21.4 million for the year.

Other General Fund revenues stayed on target with the adopted amounts. Included in the adopted "Other Revenues" were \$24.2 million in State and Local Fiscal Relief Fund that was scheduled to be distributed in May of 2022, therefore the February amounts were not reflective of the prorated annual amount.

Table 3 below was presented with the Committee, it showed adopted General Fund revenues for FY2021-22 along with a snapshot of amount collected as of February 2022.

Table 3 – Fiscal Year 2021-22 General Fund Revenue

	F	Y 2021-22	F۱	Y 2021-22	
		Adopted		Year-to-Date	
		Budget	(F	eb 2022)	
Property Taxes ¹	\$	53,967	\$	32,154	
Sales Tax-Bradley Burns ²		24,405		9,306	
Sales Tax-Measure O ²		21,811		8,871	
TOT		10,500		11,449	
Other Revenues		44,354		8,629	
Total	\$	155,037	\$	70,409	

¹ Includes Motor Vehicle In-lieu Fee

FY2021-22 expenditure budget and actual amounts recorded as of February 2022 were also presented to the Committee as shown in Table 4 below.

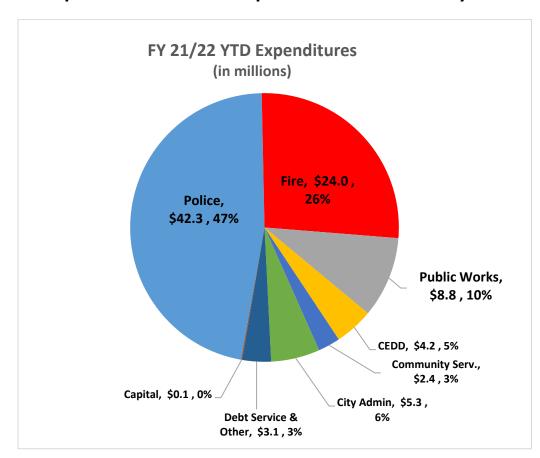
Table 4 - Fiscal Year 2021-22 General Fund Budget -Expenditure

Expenditures Category	Adopted (\$000)		of Feb. 2022 \$000)
Fire	\$ 30,172	\$	24,003
Police	70,386		42,271
City Manager	3,100		1,778
City Attorney	890		497
Community & Economic Dev.	8,000		4,203
Community Services	4,526		2,391
Finance	3,256		1,547
Human Resources	1,607		1,038
Information Technology	922		434
Public Works	51,775		10,582
Debt Service	1,511		1,511
Total General Fund	\$ 176,145	 \$	90,255

² Payments through December 2021

On the expenditure side, staff has worked diligently to stay within budget. One-time funds such as the State and Local Fiscal Recovery Fund were committed to one-time uses that have long-lasting positive impact to our community. Included in the Public Works adopted budget amount were \$17.5 million committed to the street pavement program, and another \$17.5 million for the civic center/public safety facility project. As staff carry out these projects over the next few years, unspent fund are committed to the projects, and will not be diverted to cover potential shortfall in recurring operating costs.

As of February 2022, actual reported expenditures by category was shared with the Committee as shown in Graph 3 below. Public Safety spending occupied 73.2% of total General Fund expenditures.



Graph 3 - General Fund Expenditures as of February 2022

Committee Findings and Recommendations

The Measure O – Citizen's Oversight Committee has reviewed the audited financial data for FY 2020-21, and budget information for the Fiscal Years 2021-22 at mid-year. The Committee concludes the following:

- The audited financial information presented for FY 2020-21 properly reflects the Measure O – Public Safety and Vital City Services tax was collected and appropriately spent.
- The City's General Fund FY 2021-22 budget and five-year Capital Improvement Plan, as well as the mid-year performance indicators protect and maintain the City's core services including public safety.

The Committee recommends staff to continue:

- Review future years' audited annual financial information which includes Measure O tax revenue and expenditures;
- Review General Fund revenue sources and budget allocations; and
- Update the Committee periodically on General Fund revenue and expenditures to ensure a clear system of accountability.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

Dept.: City Manager Dept.: Public Works

Subject: Approval of Amendment No. Date: 10/25/2022

4 to the agreement with CT&T Concrete Paving, Inc., for on-call concrete repair and replacement. (Cost: \$300,000) (Action Item)

OBJECTIVE

For City Council to approve Amendment No. 4 to the agreement with CT&T Concrete Paving, Inc., to increase the current contract amount from \$660,000 to \$900,000, and to increase future option year contractual amounts from \$600,000 to \$900,000.

BACKGROUND

The Public Works Department's Street Division is backlogged with maintenance repairs to sidewalks, curbs and gutters, cross gutters, wheel chair ramps, and driveway approaches in various locations throughout the City. In May 2021, City Council awarded a contract to CT&T Concrete Paving Inc., to furnish all labor, material, and equipment for on-call concrete construction work in an effort to reduce backlog and invest in the City's overall infrastructure.

DISCUSSION

This calendar year has seen price increases for commodities, equipment, and services that are essential for maintaining City streets and infrastructure. Specifically, unit price costs for concrete maintenance for this particular service contract have risen by 7% this year. Additionally, this contractual increase will cover work that will be done in residential streets as part of the City's Five Year Capital Improvement Program.

FINANCIAL IMPACT

There is no impact to the General Fund. This increase will be covered by gas tax funding.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 4 to the agreement with CT&T Concrete Paving, Inc., for providing on-call concrete repair and installation by increasing the current annual contract amount from \$660,000 to \$900,000 and future option year contractual term amounts from \$600,000 to \$900,000; and
- Authorize the City Manager to execute Amendment No. 4, and to execute option years, with minor modifications as needed on behalf of the City.

By: Ana Neal, Principal Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Amendment No. 4 to CT&T	10/12/2022	Agreement	CT_T_Amendment_No4.pdf

CITY OF GARDEN GROVE

AMENDMENT NO. 4

To Furnish All Labor, Material and Equipment for On-Call Concrete Construction at Various Locations for the City of Garden Grove per City standards and specifications.

This Amendment No. 4 to Furnish All Labor, Material and Equipment for On-Call Concrete Construction at Various Locations for the City of Garden Grove per City standards and specifications is made and entered into this _____ day of _____ 2022, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and CT&T Concrete Paving, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **B200257** effective **May 17, 2021.**

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

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

Section 3: Compensation - shall be revised as follows:

The contract price is hereby increased from \$660,000.00 to \$900,000.00 for the term of July 1, 2022-June 30, 2023 only. This increase it to accommodate an increase in the price of material and equipment and to cover unforeseen additional work.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date:	"CITY" CITY OF GARDEN GROVE
	By: City Manager
ATTESTED:	City Manager
City Clerk	<u> </u>
Date:	"CONTRACTOR" CT&T Concrete Paving, Inc.
	Ву:
	Name:
	Title:
	Date:
	If CONTRACTOR is a corporation, a Corporate Resolution and/o Corporate Seal is required. If a partnership, Statement o Partnership must be submitted to CITY.
APPROVED AS TO FORM:	
Garden Grove City Attorney	
 Date	

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

Dept.: City Manager Dept.: Community and Economic

Development

Subject: Annual Report for the Be Date: 10/25/2022

Well OC Mobile Response Team Pilot Program and approval of a First

Amendment with Be Well OC

(Mind OC). (Cost: \$450,000) (*Action Item*)

OBJECTIVE

Presentation of an Annual Report for the Be Well OC Mobile Response Team Pilot Program: and, approval of a First Amendment to the Professional Services Agreement with Be Well OC (Mind OC) for a 6-month extension of the City's Mobile Response Team pilot program.

BACKGROUND

Annually, the Garden Grove Police Department's (GGPD) Special Resource Team responds to over 3,066 calls for services specifically involving mental health related needs. In addition, GGPD's dispatch handles another 11,425 calls related to homelessness in which mental illness is either the primary cause or a significant contributing factor. While GGPD continues to serve as the primary first responders, the City advanced the opportunity to partner with mental health experts who are more specifically trained to navigate Orange County's mental health care options. These services, such as Be Well OC Mobile Response Team or HOPE team would help free up GGPD officers to focus on crime prevention, proactive law enforcement, and quality of life issues; while providing trained crisis counselors to respond to those in need of mental health supportive services.

DISCUSSION

In May 2021, the City Council approved a Be Well OC pilot program to deploy a Mobile Response Team. The Be Well OC Mobile Response team or HOPE team are trained to respond to and de-escalate situations such as mental health crisis, drug and alcohol use issues, proactive outreach to the homeless, non-domestic violence/family disputes, and welfare checks. The City's 18-month pilot program incorporated a ramp-up period of 6-month with the Garden Grove Police Department

- Special Resources Team (SRT) in coordination with the Community and Economic Development Department and the Orange County Fire Authority. Over the past year, the pilot program has ramped-up to an 18- hour operation detailed as follows:
 - Initiated training period and community engagement efforts in October 2021.
 - Activated 12-hour operations, seven (7) days a week in October 2021. Transitioned to 18-hours deployment in August 2022.
 - Maintained one (1) City dedicated mobile van manned by a 2-person team of mental health experts.

Over the past 12 months between October 1, 2021 and September 30, 2022, the Be Well team responded to 2,883 calls for service in Garden Grove. (See Attachment No. 1 - Be Well OC – Garden Grove Annual Report) Highlighted below reflect the latest September 2022 data:

- **57%** of calls did not require a Co-Response thereby making available Garden Grove's First Responders to better focus on critical emergency calls, since program inception.
- **81%** of calls were dispatched to the community, since program inception. Other service call responses include: flagged down, mobile follow-up and case management.
- Average time spent on scene is **30.9 minutes** for September 2022.
- Average Hope Team Service time is **11,133 minutes** or **186 hours** for September 2022.

Implementation of 18-month Be Well OC Mobile Response Team pilot program is due to end in December 2022. It is recommended that the City Council approve the First Amendment to the Professional Services Agreement with Be Well OC (Mind OC) for a 6-month extension of the City's Mobile Response Team pilot program (Attachment No. 2). This aligns with City Council's approval of \$450,000 for a 6-month extension in the current Continuation Budget.

FINANCIAL IMPACT

There is no additional impact to the General Fund. The 18-month pilot program has been funded in combination of City's CARES Act allocation of approximately \$900,000 (both CDBG-CV1 and CDBG CV3 funds) and \$400,000 from the GGPD Budget. The Community and Economic Development Department has programmed \$450,000 for Be Well OC pilot program, which was approved in the Biennial Budget for FY 2021-2022 and FY 2022-2023.

RECOMMENDATION

It is recommended that the City Council approve:

- Approve the First Amendment to Professional Services Agreement with Be Well OC (Mind OC) for an additional term of six months and an additional amount of \$450,000 for a total contract amount not to exceed \$1.75 million to deployment of a Mobile Crisis Response Team pilot program; and
- Authorize the City Manager to sign the Agreement, and make minor

modifications as appropriate on behalf of the City Council.

ATTACHMENTS:

Description	Upload Date	Туре	File Name
Attachment No. 1 - Be Well Data	10/19/2022	Cover Memo	Attachment_No1_(Be_Well_OC_Data_for_September_2022).pdf
Attachment No. 2 - First Amendment (MInd OC)	10/19/2022	Cover Memo	Attachment_No2_(First_Amendment_to_Mind_OC).pdf





BE WELL OC CITY OF GARDEN GROVE

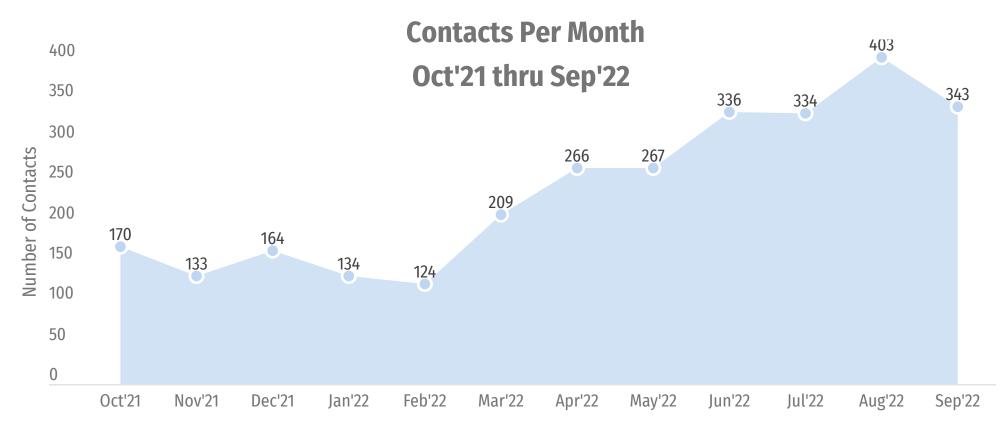
MONTHLY DATA DASHBOARD

September 2022

CONTACTS THIS MONTH: 343

TOTAL CONTACTS: 2,883

SINCE PROGRAM INCEPTION IN OCTOBER 2021

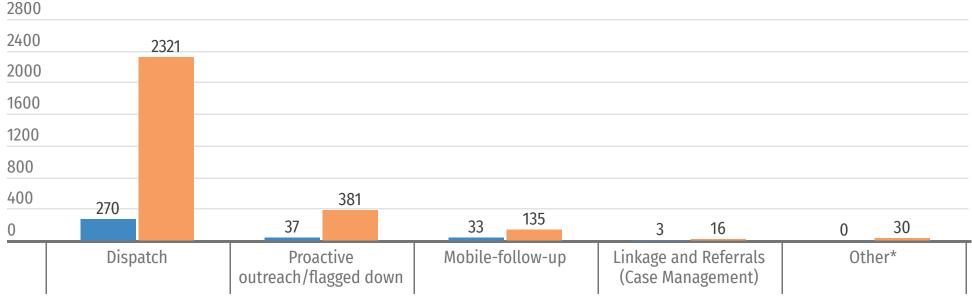


Download data

Dispatch/ Service Date



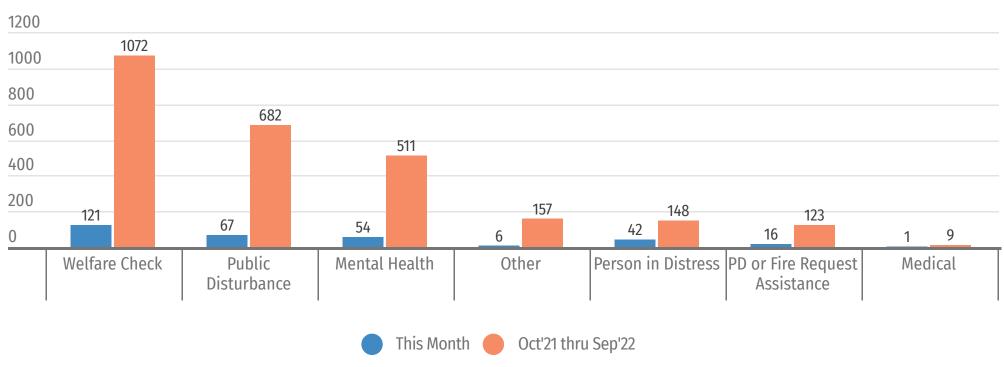
Contact Types This month and since program inception



MONTHLY DATA DASHBOARD

DISPATCHES & PROACTIVE ENGAGEMENTS/FLAG DOWNS

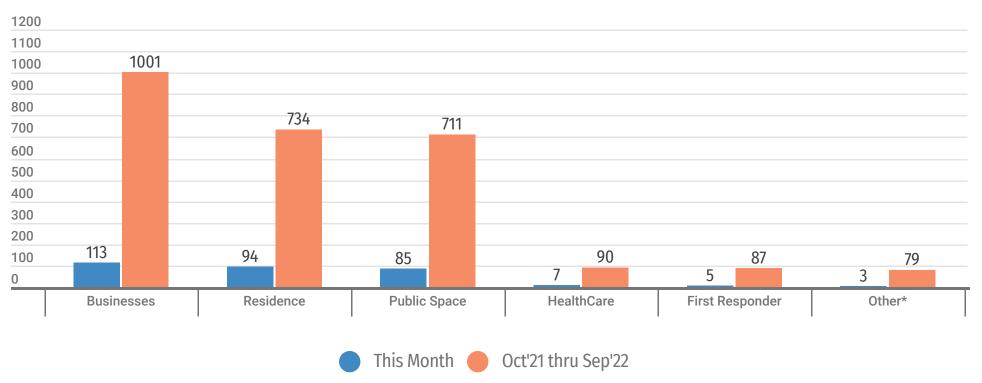
CONTACT REASONS THIS MONTH & SINCE PROGRAM INCEPTION



Download data

*Includes 'substance use' and 'other unspecified'.

RESPONSE LOCATIONS THIS MONTH & SINCE PROGRAM INCEPTION



Download data

*No location specified.



Note: Data missing for 38 out of 307 (12%) dispatch and proactive engagement/flag down services.

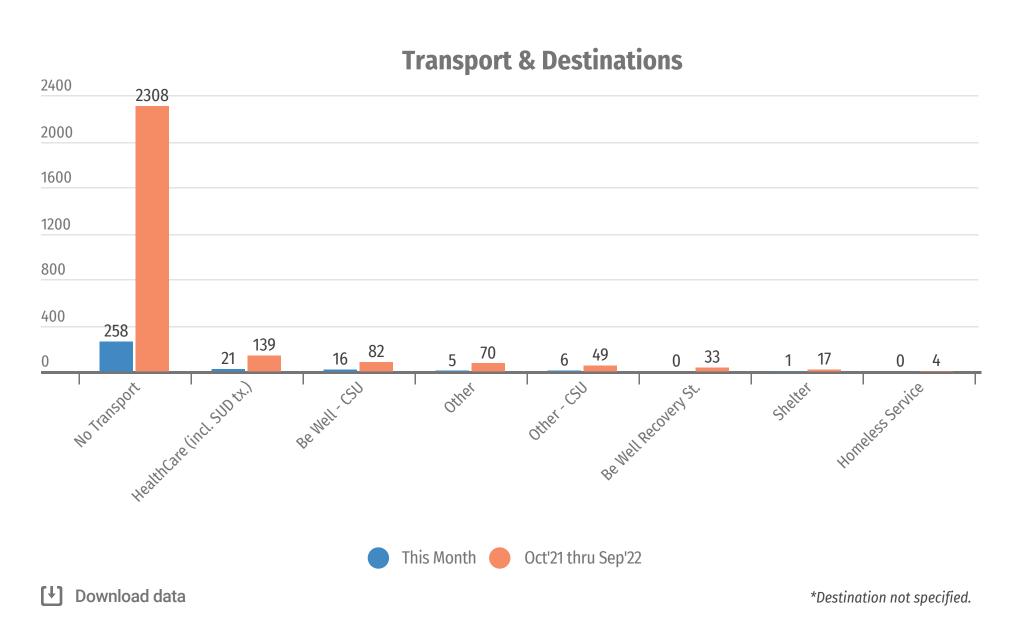


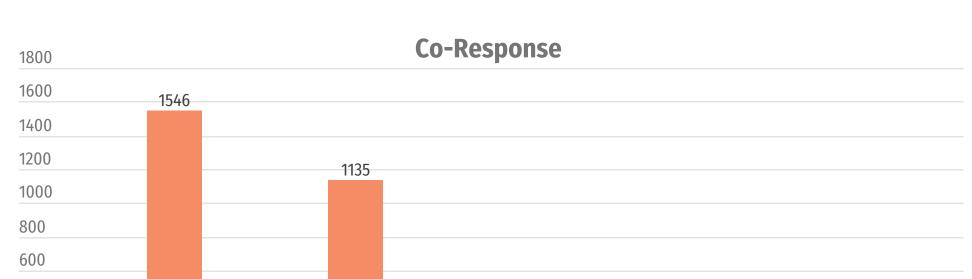
Note: Data missing for 472 out of 2,702 (17%) dispatch and proactive engagement/flag down services.

*Includes the time from dispatch to the time cleared from the scene.

MONTHLY DATA DASHBOARD

TRANSPORT AND CO-RESPONSE THIS MONTH & SINCE PROGRAM INCEPTION





Police Department Fire Department

This Month Oct'21 thru Sep'22

10

109

Download data

No Co-Response

400

200

0

This month 84% OF CALLS DID NOT REQUIRE TRANSPORT Since Prg. Inception 85%

126

*Numbers in graph may add up to more than the total numbers of dispatch and proactive engagement/flag down services since multiple agencies may co-respond to the same contact service, i.e., Fire and Police Department.

8

CAT

26

34

Other



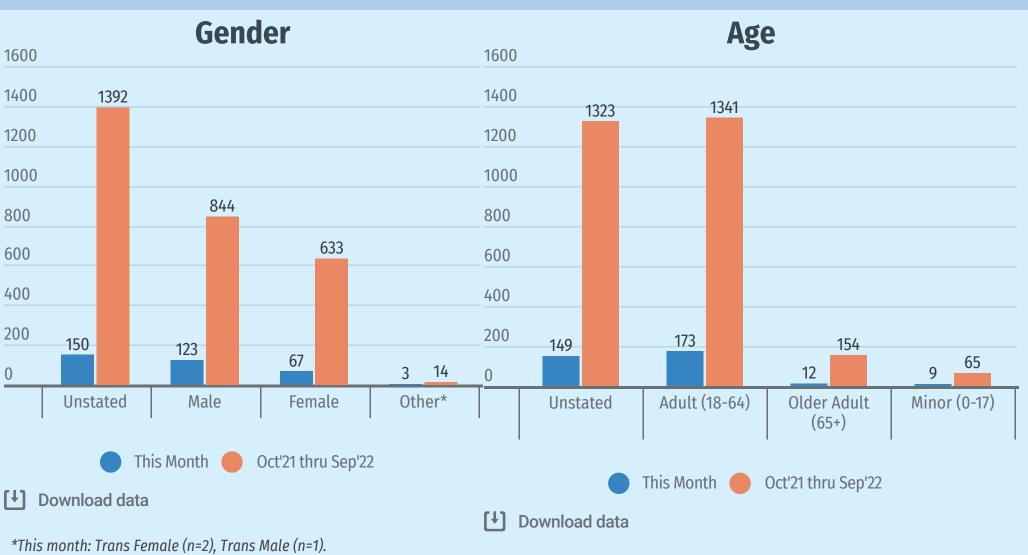
This month 58%

Since Prg. Inception 57%

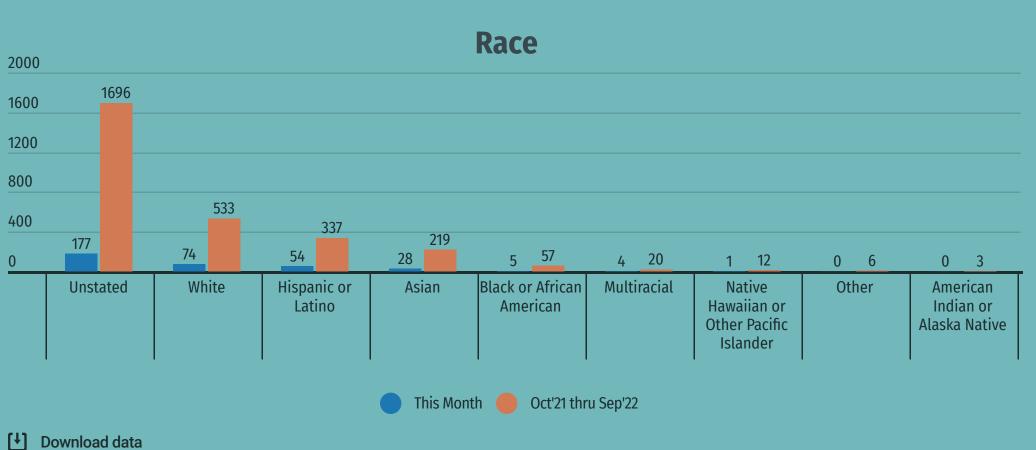
OF CALLS DID NOT
REQUIRE A CO-RESPONSE
FROM PUBLIC SAFETY

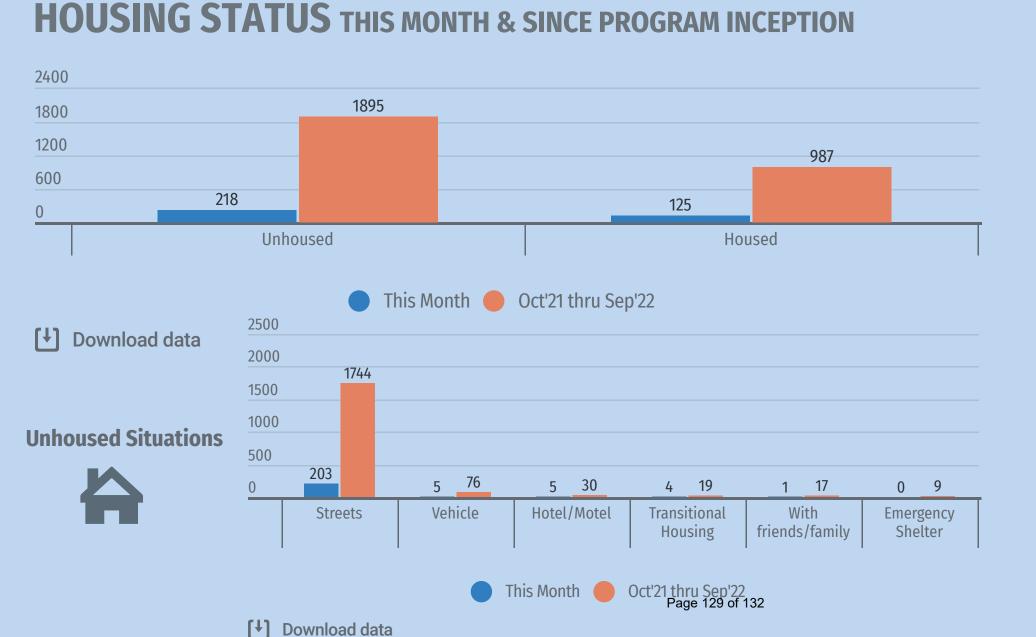
MONTHLY DATA DASHBOARD

CLIENT CHARACTERISTICS THIS MONTH & SINCE PROGRAM INCEPTION



Since Inception: Trans Female (n=8), Gender Queer (n=3), Trans Male (n=2), Non Binary (n=1).





FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MIND OC

THIS FIRST AMENDMENT TO THE PROFESS	IONAL SERVICES AGREEMENT between the
CITY OF GARDEN GROVE, a municipal corpo	oration of the State of California, hereinafter
referred to as "CITY", and MIND OC, a no	inprofit corporation, hereinafter referred to
as "CONTRACTOR", shall be effective the _	day of, 2022, as follows:

RECITALS

WHEREAS, CITY and CONTRACTOR previously entered into that certain Professional Services Agreement for a Mobile Crisis Response Program dated May 25, 2021 (the "Agreement"); and

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

Now, therefore, it is mutually agreed, by and between the parties, to amend the following provisions of the Agreement to read as follows:

AGREEMENT

1. **Term and Termination of Agreement** shall be amended as follows:

This Amendment No. 1 hereby extends the performance period for an additional six months through June 30, 2023.

2. **Compensation** shall be amended as follows:

Total Compensation under Section 3.1 of the Agreement is hereby adjusted by an additional sum of four hundred fifty thousand dollars for a total not to exceed sum of **One Million Seven Hundred Fifty Dollars** (\$1,750,000.00).

- 3. **Services to be provided** shall be amended to increase the deployment hours from 12 hours to 18 hours per day as described in Exhibit A.
- 4. Except as expressly amended pursuant to this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1727295.1 Page 130 of 132

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

"CITY" **CITY OF GARDEN GROVE,** a municipal corporation. Dated:______, 2022 By: _____ Scott C. Stiles, City Manager **ATTEST** "CONTRACTOR" MIND OC City Clerk By: _____ Name: Dated:______, 2022 Title: _____ Dated:_______, 2022 **APPROVED AS TO FORM:** If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Garden Grove City Attorney Statement of Partnership must be submitted to CITY.

Dated:______, 2022

EXHIBIT A

HOPE Mobile Response Team (18-Hour Coverage)

City of Garden Grove HOPE Mobile Response Team 18-Hour Coverage Year 2 Budget for 6 Months



INE ITEMS	Notes Hrly Wag		FTE: 18-Hr	6 Month Costs: 18-Hr shifts
salaries and Employee Benefits				
Direct Service Positions				
		\$ 76.92	0.20	16 000 00
Director, Mobile Response	2	\$ 76.92	0.20	16,000.00
Exec Admin Asst		\$ 42.00	0.20	8,736.00
Team Supervisor - GG		\$ 45.00	1.00	46,800.00
Case Manager		\$ 25.00	1.00	26,000.00
Operations Asst		\$ 26.00	0.20	5,408.00
Subtotal			2.60	102,944.00
Crisis Intervention Worker	Pahardaral	ć 22.00	2.50	116 400 00
		\$ 32.00	3.50	116,480.00
Crisis Intervention Worker Subtotal	s - Physical	\$ 32.00	3.50 7.00	116,480.00 232,960.00
Subtotal			7.00	232,900.00
Subtotal Positions			9.60	335,904.00
Employee Benefits (25%)				83,976.00
Employee Benefits				83,976.00
Total Salaries & Employee Be	nefits			419,880.00
Ion-Personnel Operational Costs		Monthly		
Office Space	City provides space	-		-
Office Supplies	Non-Van Personnel Supplies	400.00		2,400.00
	Monthly Stipends, Phones, Computer	500.00		3,000.00
Phone & Internet	SIM cards			-,
	MS365, Language Line, Salesforce,			
	Humanity (time scheduler); HR	1,600.00		9,600.00
Technology Subscriptions	Indeed; HMIS	500.00		
Community Outreach	Ex: Community Forums	600.00		3,600.00
Staff Travel European	Mileage between sites for client visits	250.00		1,500.00
Staff Travel Expenses	& providers			
	Examples: CPI = Crisis Prevention &			
	De-escalation Training; Crisis	1,000.00		6,000.00
	Interventions; Relias Online Training;			
Professional Development	Youth trainings			
Program Supplies	Van & Medical Supplies, Uniforms, Clients, etc.	2,000.00		12,000.00
Medical Director (Consultant)	Dr. Rbt McCarron / UCI	1,500.00		9,000.00
Van Depreciation	Donation of van	2,300.00		3,000.00
Van & Liability Insurance		1,000.00		6,000.00
	Fuel \$2.5k/mo; Repair/Service	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Van Fuel, Upkeep	\$500/mo	3,000.00		18,000.00
Non-Personnel Operational C		11,850.00		71,100.00
otal On-Going Costs				490,980.00
ndirect Costs				
Indirect Cost (10% of expense)	1			49,098.00
ndirect Cost				49,098.00
TOTAL INVOICE				540,078.00