



AGENDA

Garden Grove City
Council

Tuesday, May 23, 2023

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steve Jones

Mayor

George S. Brietigam

Mayor Pro Tem - District 1

John R. O'Neill

Council Member - District 2

Cindy Tran

Council Member - District 3

Joe DoVinh

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: (714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public who attend the meeting in-person and would like to address the City Council are requested to complete a pink speaker card indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk before the meeting begins. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the City Council: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

Time Limitation: When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to

avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

COUNCIL MEMBER O'NEILL, COUNCIL MEMBER TRAN, COUNCIL MEMBER DOVINH, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM BRIETIGAM, MAYOR JONES

INVOCATION

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

1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of the Garden Grove Community Emergency Response Team (CERT) volunteers for their valued service.

2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member.)

- 3.a. Adoption of a Proclamation recognizing June as LGBTQ Pride Month. *(Action Item)*
- 3.b. Rejection of all bids and authorization to re-advertise for Project No. CP-1287000, Anabel – Woodbury Water Improvement Project. *(Action Item)*
- 3.c. Approval of Addendum No. 4 to the Agreement with LFA to conduct a two-day music festival at Village Green Park the weekend of August 17 through August 18, 2024. *(Action Item)*
- 3.d. Award a contract to H.L. Miller, Inc., for Interior Office Improvement Project, 11277 Garden Grove No. 03-2023. (Cost: \$88,472.12) *(Joint Action Item with the Housing Authority.)*
- 3.e. Award a contract to Davis Farr LLP to provide annual auditing services for Fiscal Years 2022-23 and 2023-24 (Cost: FY2022-23-

\$97,300, FY2023-24, \$100,220) (*Action Item*)

3.f. Receive and file minutes from the meetings held on April 11, 2023, April 25, 2023, and May 9, 2023. (*Action Item*)

3.g. Receive and file warrants. (*Action Item*)

4. PUBLIC HEARINGS

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

4.a. Adoption of a Resolution confirming the Garden Grove Tourism Improvement District Advisory Board Report and levying an assessment for Fiscal Year 2023-24. (*Action Item*)

5. ITEMS FOR CONSIDERATION

5.a. Award of contracts to: Wrench Rebel Collision, LLC, Caliber Bodyworks Inc. dba Caliber Collision Centers, and Wilson E. Guzman dba Sharp Auto Body and Paint for auto parts and labor for repair of City vehicles. (Cost: \$300,000) (*Action Item*)

5.b. Award a contract to Pavement Coatings Co. for the 2023 Arterial Streets Slurry Seal Project No. CP-1355000. (Cost: \$4,643,865) (*Action Item*)

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

7. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, June 13, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation recognizing June as LGBTQ Pride Month. (*Action Item*) Date: 5/23/2023

Attached is a Proclamation recognizing June as LGBTQ Month in Garden Grove recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	4/27/2023	Proclamation	5-23-23_LGBTQI_Proclamation.June_2023.pdf

PROCLAMATION

June 2023 as LGBTQ Pride Month

WHEREAS, Our nation was founded on the principle of equal rights for all people, but the fulfillment of this promise has been long in coming for many Americans. Some of the most inspiring moments in our history have arisen from the various civil rights movements that have brought one group after another from the margins to the mainstream of American society;

WHEREAS, In the movement toward equal rights for lesbian, gay, bisexual, transgender, and questioning (LGBTQ) people, a historic turning point occurred on June 28, 1969, in New York City, with the onset of the Stonewall Riots. During these riots, LGBTQ citizens rose up and resisted police harassment that arose out of discriminatory criminal laws that have since been declared unconstitutional. In the four decades since, civil rights for LGBTQ people have grown substantially, and LGBTQ pride celebrations have taken place around the country every June to commemorate the beginning of the Stonewall Riots; and

WHEREAS, California has been a leader in advancing the civil rights of its LGBTQ citizens. And while further progress is needed, it is important to recognize and celebrate the substantial gains that have been achieved.

NOW THEREFORE BE IT DECLARED that the City of Garden Grove does hereby proclaim June 2023 as LGBTQ Pride Month.

May 23, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Rejection of all bids and authorization to re-advertise for Project No. CP-1287000, Anabel – Woodbury Water Improvement Project. (<i>Action Item</i>)		
		Date:	5/23/2023

OBJECTIVE

For City Council to reject all construction bids and authorize re-advertisement of Project No. CP-1287000 – Anabel – Woodbury Water Improvement Project.

BACKGROUND

The 2020 Garden Grove Water Master Plan was developed to evaluate the City's existing and future water system. Performance and operational criteria were developed to define Orange County Fire Authority fire flow requirements for new development, peak supply capacity, minimum and maximum distribution system pressures, booster pump stations, storage facility sizing, and water main sizing. A Capital Improvement Project list was generated based on evaluations with this criteria, the Anabel – Woodbury Water Improvement Project is part of the recommended improvements necessary to address fire flow deficiencies in this area primarily Woodbury Elementary.

DISCUSSION

Staff solicited bids for subject project pursuant to Municipal Code Section 2.52.010. The project was advertised on April 5, 2023 and bid opening was conducted on May 4, 2023 at 11:00 AM. The City Clerk's office received and opened six (6) bids.

Due to issues with the apparent low bid, staff recommends the rejection of all bids received and the re-advertisement of the project. The bid documents reserved the City's right to reject all bids.

FINANCIAL IMPACT

There is minimal impact to Water Funds in re-advertising costs.

RECOMMENDATION

It is recommended that the City Council:

- Reject all bids received on Thursday, May 4, 2023 for Project No. CP-1287000 – Anabel – Woodbury Water Improvement Project; and
- Authorize staff to re-advertise the project.

By: Jessica Polidori, Associate Engineer

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: John Montanez

Dept.: City Manager Dept.: Community Services

Subject: Approval of Addendum No. 4 Date: 5/23/2023
to the Agreement with LFA to
conduct a two-day music
festival at Village Green Park
the weekend of August 17
through August 18, 2024.
(*Action Item*)

OBJECTIVE

To recommend that the City Council approve Addendum No. 4 to the Agreement between the City and LFA to conduct a two-day music festival at Village Green Park the weekend of August 17 through August 18, 2024.

BACKGROUND

Staff received the request from LFA to conduct a two-day music festival at Village Green Park beginning Saturday, August 17 through Sunday, August 18, 2024. The proposed festival will include ticket sales for each festival day, food vendors, alcohol beverage sales and live entertainment on one stage.

LFA held a similar festival in 2017, the High and Mighty Festival, at Village Green Park the weekend of April 5 through April 6, 2017.

DISCUSSION

Attached is Addendum No. 4 to the Agreement with LFA allowing them to conduct a two-day music festival at Village Green Park. The more significant aspects of this Addendum include the following provisions:

- LFA agrees to reimburse the City for all staff support and direct costs;
- LFA will provide an occupancy plan, security plan, stage plan, and parking plan that meets the Police Department, Orange County Fire Authority and Building Department requirements;
- LFA must comply with the City's approved capacity of attendees, and agrees that the amount of tickets sold and/or comped will not exceed approved capacity.
- The City must approve all live entertainment performances for the festival;

- The hours of operation will be restricted on Saturday until 10:00 p.m. and Sunday until 9:00 p.m.;
- LFA must comply with all restrictions for alcohol beverage sales as approved on the plot plan, which indicates the areas for the sale of alcohol spirits and beer. All alcohol sales must end thirty (30) minutes before the close of the festival each day;
- LFA agrees to share eight (8) percent of all gross alcohol sales with the Garden Grove Community Foundation, or a non-profit organization approved by the City; and
- LFA must complete all additional insurance requirements thirty (30) days prior to the proposed festival.

The proposed Addendum No. 4 to the Agreement has been approved to form by the City Attorney.

FINANCIAL IMPACT

Included in Addendum No. 4 is the requirement that LFA will reimburse the City for all of the direct costs incurred by the City in support of the music festival. LFA will be required to pay an initial payment to the City in the amount of fifty thousand (\$50,000) thirty (30) days before the festival event. After the music festival, LFA is to reimburse the City the remainder, if any, of City costs.

RECOMMENDATION

It is recommended that the City Council:

- Approve Addendum No. 4 to the Agreement with LFA to conduct the 2024 Music Festival at Village Green Park, beginning Saturday, August 17 through Sunday, August 18, 2024; and
- Authorize the City Manager, or her designee, to make minor modifications to and execute Addendum No. 4 on behalf of the City.

By: Janet Pelayo
Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Fourth Addendum to LFA Facility Use Agreement	5/17/2023	Agreement	Fourth_Addendum_-_LFA_2024.pdf

FOURTH ADDENDUM TO FACILITIES USE AGREEMENT

(Music Festival)

THIS ADDENDUM TO FACILITIES USE AGREEMENT (“Fourth Addendum”) is entered into effective as of May __, 2023, by and between **LFA GROUP, LLC**, a California limited liability company (“LFA”), and **CITY OF GARDEN GROVE**, a municipal corporation (“CITY”).

RECITALS

WHEREAS, the parties have entered into a Facilities Use Agreement, dated on or about February 14, 2017, pertaining to LFA’s use of the Strawberry Bowl Festival Amphitheater in Village Green Park for programming professional theatrical performances, cultural artistic events and performances, and bookings of other events (the “Agreement”), an Addendum to the Agreement, dated on or about April 1, 2017 (“First Addendum”), pertaining to group sales of alcoholic beverages at the Amphitheatre, a Second Addendum to the Agreement, dated on or about June 13, 2017 (“Second Addendum”), where the City granted permission to sponsor and conduct a one-time music festival and related activities in and around Village Green Park on August 5-6, 2017, and a Third Addendum to the Agreement, dated on April 10, 2018 (“Third Addendum”), where the City also granted permission to sponsor and conduct a music festival and related activities in and around Village Green Park on April 6-7, 2019;

WHEREAS, in connection with its use of the Amphitheater pursuant to the Agreement, LFA has received once again City Council permission to sponsor and conduct a one-time music festival and related activities in and around Village Green Park on August 17-18, 2024 (the “FESTIVAL”);

WHEREAS, the FESTIVAL will benefit CITY’s Re-Imagine Campaign efforts to revitalize downtown by bringing additional exposure of, and visitors and patrons to, downtown Garden Grove;

WHEREAS, CITY wants to ensure the safety of all residents and orderly conduct of all participants in the FESTIVAL;

WHEREAS, LFA understands and acknowledges that (i) CITY will incur substantial direct and indirect costs with regard to the FESTIVAL and (ii) the CITY and public generally will incur a substantial burden through the closure of Village Green Park for the set-up, conduct of and tear-down of the FESTIVAL, which burden is difficult to quantify monetarily;

WHEREAS, the parties desire to amend the Agreement as set forth in this Fourth Addendum to set forth the terms upon which LFA may conduct the FESTIVAL.

AGREEMENT

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the parties acknowledge is sufficient to create a legally binding agreement, the parties agree as follows:

1. **PURPOSE.** The purpose of this Fourth Addendum is to allow LFA to conduct a music festival in Village Green Park on August 17 and 18, 2024.

2. **REIMBURSEMENT.** LFA shall reimburse CITY for all CITY/ Community costs attributable to operation of the FESTIVAL as follows:

A. The parties acknowledge and agree that conduct of the FESTIVAL will result in the loss of use of the Park to the public at large for the duration of the FESTIVAL, including set up and tear down for the events, and that such loss is difficult to quantify in monetary terms. In order to compensate the CITY for its direct and indirect costs, the community for the loss of use of the park and to provide a benefit to the Garden Grove community as a result of the FESTIVAL, LFA shall make payment to the CITY for the FESTIVAL as follows: (i) LFA shall pay an initial sum of Fifty Thousand Dollars (\$50,000) to CITY at least sixty (60) days prior to the scheduled start of the FESTIVAL; (ii) CITY shall subtract its reimbursable costs from this initial sum, and refund the balance, if any, within sixty (60) days of the end of the FESTIVAL. Reimbursable costs shall include all direct and indirect costs incurred by CITY in conjunction with set-up, operation, tear-down, and clean-up of the FESTIVAL, including, but not limited to, CITY staff and contractor costs and loss of rent from facilities within Village Green Park. If reimbursable costs exceed the deposit amount, LFA agrees to pay such excess within thirty (30) days following the mailing of an invoice to LFA for such excess costs. If LFA fails to make the initial payment as required, CITY shall not issue any permit in connection with the FESTIVAL and LFA shall not proceed with the FESTIVAL. Notwithstanding the foregoing, the CITY may reduce the total amount of LFA's payment for CITY costs if, following the FESTIVAL, the City Manager, in his sole discretion, determines that the CITY's costs were less than the total amount specified herein.

B. The estimate of CITY's costs in Section 2.A. above does not include potential damage caused as a result of the FESTIVAL. LFA shall be responsible for and agrees to pay the full cost of any repair of damages to the FESTIVAL site (except as otherwise set forth herein), buildings, fixtures, property and other structures, including the irrigation system, that are attributable to the FESTIVAL operations.

C. In addition to the costs set forth in Sections 2.A. through 2.B., LFA shall pay the costs for CITY renovation of the park turf area on which the FESTIVAL is held, including aeration of the FESTIVAL site. LFA shall reimburse the CITY for the amount of such costs as determined by the Public Works Director and the City Manager.

3. **FESTIVAL ACTIVITIES.** LFA agrees that the FESTIVAL will represent only approved activities. Expressly prohibited from FESTIVAL activities are helicopter rides, and activities, music or speech that call, incite or provoke an immediate breach of the peace. CITY reserves the right to immediately stop and terminate any such activity. The volume on all music provided at the FESTIVAL shall not exceed 100 decibels at any time at any property line of the

FESTIVAL site. The CITY has exempted LFA from the provisions of Municipal Code, Section 8.08.060, where the FESTIVAL decibel level has been increased from 70 decibels to 100 decibels. LFA shall provide sufficient security, as determined to be appropriate in the reasonable exercise of discretion by CITY's Chief of Police, to ensure compliance with all requirements of this Fourth Addendum, including but not limited to the requirements for music provided at the FESTIVAL. LFA shall notify CITY at least sixty (60) days in advance of the FESTIVAL of the name of each music group, type of music and type of amplification system which will be used by each group providing live music at the FESTIVAL in order to ensure that requirements of this Fourth Addendum will be met. In addition, at the same time, LFA shall provide to CITY identification of the areas of the FESTIVAL site at which each musical group will perform, the times during which the performances will occur and the seating arrangements and capacities to be provided by the FESTIVAL for each such performance. Notwithstanding the foregoing, LFA shall comply with the requirements of Garden Grove Municipal Code Section 8.47.060(G)(2) regarding filing a registration statement with CITY's Zoning Administrator at least seven (7) days prior to use of any sound amplification equipment during the FESTIVAL. If the Police Department determines that the FESTIVAL's noise level is disturbing the peace of the surrounding community, LFA shall lower the noise volume of the offending source(s) as directed by the Police Department.

4. **FESTIVAL PARTICIPANTS.** LFA shall have sole responsibility for arranging and providing all contractors, persons, organizations, businesses and employees necessary to properly conduct FESTIVAL activities.

5. **USE OF VILLAGE GREEN PARK.** In consideration for LFA's activities, as provided herein, CITY grants LFA an exclusive right to use Village Green Park for the purpose of conducting the FESTIVAL including, but not limited to, food booths, alcohol beverage booths, amusement zone operations, music and related uses, subject to LFA submitting to CITY a schedule of events, a complete list of performers and their set lists, security plan, parking plan, occupancy plan, and complete plot plan, including but not limited to vendor locations, amusement zone area, VIP location, alcohol booth locations, stage area and vehicle and fire lanes, no later than sixty (60) days before the FESTIVAL, and obtaining the approval of the submitted schedule, performer and set lists, security plan, occupancy plan, and complete plot plan from the City Manager or her designee.

A. The FESTIVAL shall be operated in accordance with the following schedule:

Saturday

Open no earlier than 12:00 p.m.

Music commencing no earlier than 1:00 p.m.

Completely closed no later than 10:00 p.m.

Sunday

Open no earlier than 12:00 p.m.

Music commencing no earlier than 1:00 p.m.

Completely closed no later than 9:00 p.m.

“Completely closed” shall mean the cessation of FESTIVAL related activities, including music and other entertainment, amusement rides and food operations and all other FESTIVAL activities, and shall not mean the vacation of the FESTIVAL grounds by FESTIVAL patrons. An earlier closing time of the festival grounds including but not limited to the alcohol beverage booths, food booths, general admission area, and amusement zone may be determined by representatives of the Fire Department, Police Department or FESTIVAL officials.

B. LFA shall be responsible for closing the FESTIVAL each night. The grounds shall be completely clear of festival attendees no later than one hour past closing.

C. For the purposes of set-up and tear down, LFA may enter Village Green Park no earlier than three (3) days before the FESTIVAL, and shall have the grounds cleaned of all debris and equipment no later than two (2) days after the conclusion of the FESTIVAL. This permission is granted with the understanding that the specific dates will be covered under the insurance policy(ies) provided by LFA and others to CITY, pursuant to Section 20.

6. **PARK USAGE CONDITIONS.** LFA shall be responsible for the continual clearing of trash/debris from the site during the FESTIVAL. LFA shall further be responsible for and agrees to provide proper clean-up of the FESTIVAL site upon conclusion of the FESTIVAL, including proper clean-up of the parking areas used for the FESTIVAL, except privately-owned parking lots. “Proper clean-up” shall mean that the open, visible ground is free of litter, lumber, construction materials and other materials resulting from FESTIVAL operations and that these materials are removed from the grounds and disposed of properly. LFA shall reimburse CITY for any costs CITY incurs for site clean-up, including but not limited to special materials, labor, overtime, or damage to CITY property, which result in additional charges.

A. LFA shall provide adequate trash containers and portable restrooms during the FESTIVAL, which restrooms shall be cleaned daily by LFA.

B. LFA shall contact Dig Alert, 811 or www.digalert.org, in accordance with the requirements of Government Code Section 4216 et seq., prior to driving or placing any stake or other item into the ground, and shall avoid all areas identified through Dig Alert as containing underground facilities of any type whatsoever.

C. LFA shall provide plans and calculations to CITY for approval no later than thirty (30) days before the event for proposed stages, platforms, tent structures and electrical systems

for approval. LFA shall designate a representative for the coordination of all safety related activities pertaining to electrical and structural matters at the FESTIVAL. LFA shall obtain the inspection of and approval by CITY's Building Services Division of all structures and electrical systems prior to the first day of the FESTIVAL. Structures, including sanitary facilities, shall comply with the accessibility requirements of Title 24 of the California Building Code (Chapter 11B Accessibility). LFA may schedule an inspection upon permit issuance or contact the City of Garden Grove Inspection Request Line, at (714) 741-5332, to request inspections.

D. The noise levels for the FESTIVAL shall not exceed the maximum allowed under this Fourth Addendum and shall not disturb the peace of the surrounding community. If CITY's Police Department determines that the noise level is disturbing the peace of the surrounding community, LFA shall lower the noise volume as directed by the Police Department.

E. LFA shall provide adequate notice of FESTIVAL to all businesses and residences located reasonably near Village Green Park at least thirty (30) days in advance of the event.

7. **FENCING.** If required by CITY, LFA shall install temporary fencing satisfactory to CITY. In addition, LFA shall ensure that the fencing contractor provides the necessary traffic control during the installation and removal of fencing. LFA shall remove all fencing within 48 hours after the end of the FESTIVAL.

8. **STORMWATER QUALITY BEST MANAGEMENT PRACTICES.** LFA shall use best management practices (BMP's) as feasible to prevent or control the discharge of pollutants and minimize non-stormwater runoff from the FESTIVAL site. BMPs may include structural or non-structural solutions, a schedule of activities, prohibition of practices, maintenance procedures, or other management practices used to prevent or reduce the discharge of pollutants to the CITY's storm drain system.

LFA shall contact City of Garden Grove Environmental Compliance staff at (714) 741-5375 during office hours for assistance in choosing the appropriate BMPs for the FESTIVAL.

LFA shall also comply with the Garden Grove Municipal Code (GGMC) and Garden Grove Sanitary District (GGSD) codes as it relates to trash and recycling, including, but not limited to GGMC, Section 9.18.040.060, pertaining to the waste reduction and recycling for community and special events, and GGMC, Section 9.18.150.020, pertaining to large venue recycling, and GGSD Code of Regulations, Title 5. Due to the size and scope of this event, the FESTIVAL is designated as a Tier 2 activity under SB 1383, and GGSD COR Title 5, Commercial Edible Food Generator that requires an edible food recovery plan.

LFA is required under Public Resource Code 42648 to create and submit to the City and Sanitary District at least thirty (30) days in advance of the FESTIVAL a waste reduction plan

and submit the type and weight of materials diverted and disposed of after the conclusion of the FESTIVAL.

9. **PARKING.** LFA shall be responsible for securing and ensuring the availability of off-street parking for all FESTIVAL attendees. LFA shall provide a parking plan and evidence of contracts and/or arrangements for all necessary private off-street parking to the City no later than thirty (30) days prior to the FESTIVAL. CITY's approval of the parking plan and adequacy of off-street parking arrangements is a condition precedent to LFA's right under this Fourth Addendum to use Village Green Park for the FESTIVAL. LFA shall obtain pre-approval from the Garden Grove Police Department regarding any proposed parking restrictions or modifications in traffic flow prior to the event. Nothing in this Fourth Addendum authorizes FESTIVAL access to parking other than that which is generally available to the public.

10. **ALCOHOL BEVERAGE SALES.** Alcoholic beverages may be sold on the FESTIVAL grounds pursuant to, and in compliance with, a valid license or licenses issued by the California Department of Alcohol Beverage Control and all conditions imposed by the Garden Grove Police Department. The CITY has restricted the hours for alcohol sales. The sales of alcohol spirits, beer, and/or wine can be conducted in alcohol booths throughout FESTIVAL grounds as indicated on approved plot plan. Any food or other booth that is not approved as part of complete plot plan in which alcohol is found shall immediately, and for the duration of the FESTIVAL, be closed by the Chief of Police or designee. All alcohol sales and service shall end thirty (30) minutes prior to the end of the FESTIVAL. LFA shall share eight percent (8 %) of all gross proceeds from alcohol beverage sales with the Garden Grove Community Foundation or a non-profit organization approved by the CITY.

11. **COMMERCIAL FOOD SALES.** All commercial mobile trailers with food vending equipment, whether or not operated by owner of the equipment, are required to have a permit from the Orange County Health Department prior to operation on FESTIVAL grounds. LFA shall make every effort to ensure that required permits have been obtained prior to the opening of the FESTIVAL. Any commercial equipment found in operation without the required Orange County Health Department permits shall be closed. LFA shall ensure all mobile food vendors, including but not limited to, commercial mobile trailers or mobile food trucks, possess a valid City of Garden Grove Business License Tax Certificate.

12. **HEALTH DEPARTMENT.** Prior to the opening of the FESTIVAL, LFA shall provide the Orange County Health Department ("OCHD") and CITY with a list of food concession vehicles and stand vendors and their approximate location on the grounds. All health permit applications for non-profit and commercial entities shall be submitted to the Orange County Health Department no later than two weeks prior to the FESTIVAL.

13. **HEALTH COMPLIANCE.** All food and candy concessions shall be operated in compliance with the OCHD "MINIMUM STANDARDS FOR CLEANLINESS AND FOOD PROTECTION FOR HANDLING FOOD AT SPECIAL EVENTS," or its successor standards, relating to prepackaged and unpackaged foods and beverages, and any other OCHD Guidelines.

A. LFA shall work with the Orange County Health Department to ensure compliance with all health regulations by all food concessions at the FESTIVAL. In addition, the Police Chief, the Orange County Fire Authority Prevention Field Services, or their designees shall have the right, at their sole discretion, to close any food booth that becomes non-compliant during the FESTIVAL. Any such food booth found shall not be allowed to reopen until satisfactory compliance is demonstrated.

14. **FOOD SALES COORDINATION.** LFA shall designate a representative for the coordination of all food service activities at the FESTIVAL. This person shall coordinate with the Orange County Health Department during the planning stages of FESTIVAL development to ensure that food service activities occur in compliance with all regulatory requirements.

15. **SAFETY COORDINATION.** LFA shall designate a representative for the coordination of all safety related activities pertaining to electrical and structural matters at the FESTIVAL. This person shall coordinate with the CITY's Building Official during the planning stages and conduct of the FESTIVAL.

16. **SECURITY PLAN.** LFA shall prepare an operation and security plan for FESTIVAL operations. This plan for the operation and security of the FESTIVAL shall be submitted to the Chief of Police of CITY for approval no later than thirty (30) days before the FESTIVAL. LFA shall obtain approval of such plan from the Chief of Police. Approval of the plan shall not be unreasonably withheld. Insurance information for all security related contracts shall be submitted to CITY's Finance Director in accordance with Section 20 of this Fourth Addendum.

17. **PERMITS.** LFA and its representatives shall comply with all applicable laws. It shall be the responsibility of the LFA to obtain, or cause to be obtained, all required permits, provided, however, that this Fourth Addendum shall constitute a Community Event Permit.

18. **FIRE REGULATIONS.** No later than thirty (30) days before the FESTIVAL, LFA shall provide an occupancy plan, exiting plan, and a general plot plan to the Orange County Fire Authority Prevention Field Services, or their authorized representative. Items to be on the plot plan are: location of all vehicles (parking, pick up and drop off locations), generators, stages, emergency lighting, stands, tents/canopies, amusement zone activities/rides, medical station, fire lanes and fire department access, dates and times of the event, and all emergency contacts for the event (event, security, stage, tent contact numbers). LFA shall comply with all applicable current California Fire Code provisions. All California Fire Code and California Building Code required permits shall be

obtained at least three (3) weeks prior to the beginning of the FESTIVAL. Permits may be required but are not limited to: generators, stages, booths, emergency lighting, cooking booths, tents, egress, and amusement rides. In addition, LFA shall obtain the approval of the Orange County Fire Authority Prevention Field Services, or their authorized representative, of all cooking appliances and fuels before use at the FESTIVAL.

A. Tents over 400 square-feet require Orange County Fire Authority permits. LFA shall have their tent company submit site plans, tent layout plans and anchorage plans (CFC 105.6. 45) at least two (2) weeks before the FESTIVAL.

B. LFA shall ensure that each cooking booth shall provide and mount a 2A10:BC fire extinguisher (Class K fire extinguisher where deep fryers are used) with adequate pressure and current State Fire Marshal's service tag. (CFC 906.1, Title 19, Sec 567)

C. LFA shall ensure access and visibility of fire hydrants, fire connections, suppression systems, and appliances at all times.

D. Use of fireworks is strictly prohibited.

E. LFA shall comply with all exit requirements set forth in the California Fire Code and provide adequate exits for all occupants with the proper exit width and direction.

F. LFA shall provide onsite Orange County Fire Authority personnel with radio communications with a list of frequencies for personnel use.

19. **POLICE SERVICES.** The Garden Grove Police Department reserves the right to revoke the FESTIVAL permit at any time without prior notice to or permission from LFA if, in the opinion of the Chief of Police, or his designee, the public health and safety is in jeopardy.

20. **INSURANCE.** LFA shall take out and maintain during the life of this Agreement, commercial general liability insurance, including contractual liability, and shall protect LFA and CITY from claims for such damages. This insurance shall be in the amount normally carried by LFA for such purposes, but in no event shall it be less than:

\$5,000,000 (five million dollars) per occurrence for on-going operations, including Bodily Injury, Property Damage, and Liquor Liability, and \$5,000,000 (five million dollars) general aggregate. (*"Claims Made" and "Modified Occurrence" policies are not acceptable.*)

LFA shall furnish to CITY a Certificate of Insurance signed by the authorized agent of the insurance carrier issued on the insurance carrier's form setting forth the general provisions of the insurance coverage under the commercial general liability policy. An additional insured endorsement shall designate the **City of Garden Grove, its employees, agents, volunteers, and officials** as Additional Insureds for on-going operations, including bodily injury, property damage,

and liquor liability under the policy (**Additional Insured Endorsement form CG 2026, or equivalent, as approved by CITY**) and shall be submitted by LFA to CITY for approval not less than thirty (30) days prior to the event. (***“Claims Made” and “Modified Occurrence” policies are not acceptable.***) LFA shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advance written notice of any material change, cancellation, or termination of coverage.

LFA shall obtain an Certificate of Insurance and Additional Insured Endorsements evidencing proof of not less than \$5,000,000 (five million dollars) commercial general liability insurance, per occurrence, and not less than \$5,000,000 (five million dollars) general aggregate policy from any vendor providing production services, for the production and/or promotion of the event, designating the **City of Garden Grove, its employees, agents, volunteers, and officials**, as Certificate Holders and Additional Insureds for on-going and completed operations, including mobile equipment. The Certificate and Endorsement (**CG 2026, or equivalent and CG 2037 or equivalent, as approved by CITY**) shall be submitted by LFA to CITY for approval not less than thirty (30) days prior to the event. (***“Claims Made” and “Modified Occurrence” policies are not acceptable.***) LFA shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advance written notice of any material change, cancellation, or termination of coverage.

LFA shall obtain an Certificate of Insurance and Additional Insured Endorsements evidencing proof of not less than \$10,000,000 (Ten million dollars) commercial general liability insurance, per occurrence, and not less than \$10,000,000 (Ten million dollars) general aggregate policy from any vendor providing rides, games or other “carnival-type” activities at the Festival, designating the **City of Garden Grove, its employees, agents, volunteers, and officials**, as Certificate Holders and Additional Insureds for on-going and completed operations, including mobile equipment if mobile equipment is used. The Certificate and Endorsement (**CG 2026, or equivalent and CG 2037 or equivalent, as approved by CITY**) shall be submitted by LFA to CITY for approval not less than thirty (30) days prior to the event. (***“Claims Made” and “Modified Occurrence” policies are not acceptable.***) LFA shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advance written notice of any material change, cancellation, or termination of coverage.

LFA shall obtain an Certificate of Insurance and Additional Insured Endorsements evidencing proof of not less than \$5,000,000 (five million dollars) commercial general liability insurance, per occurrence, and not less than \$5,000,000 (five million dollars) general aggregate policy from any vendor providing any stage equipment and/or set up including, but not limited to, the stage itself, sound equipment, lighting equipment, set design, and any other support structures used on or for the stage at the Festival, designating the **City of Garden Grove, its employees, agents, volunteers, and officials**, as Certificate Holders and Additional Insureds for on-going and completed operations, including mobile equipment if mobile equipment is used. The Certificate and Endorsement (**CG 2026, or equivalent and CG 2037 or equivalent, as approved by CITY**) shall be submitted by LFA to CITY for approval not less than thirty (30) days prior to the event. (***“Claims Made” and “Modified Occurrence” policies are not acceptable.***) LFA shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advance written notice of any material change, cancellation, or termination of coverage.

LFA shall obtain an Certificate of Insurance and Additional Insured Endorsements evidencing proof of not less than \$5,000,000 (five million dollars) commercial general liability insurance, per occurrence, and not less than \$5,000,000 (five million dollars) general aggregate policy from any vendor providing safety and/or security services at the Festival, including site security, and designating the **City of Garden Grove, its employees, agents, volunteers, and officials**, as Certificate Holders and Additional Insureds. The Certificate and Endorsement (**CG 2026, or equivalent or equivalent, as approved by CITY**) shall be submitted by LFA to CITY for approval not less than thirty (30) days prior to the event. (*“Claims Made” and “Modified Occurrence” policies are not acceptable.*) LFA shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advance written notice of any material change, cancellation, or termination of coverage.

LFA shall also obtain a Certificate of Insurance for Professional liability in the amount not less than \$5,000,000 per claim for any company providing safety and security services. Insurance companies must be acceptable to CITY and have an AM Best’s Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a “claims made” basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier.

In addition to the above-required insurance, LFA shall ensure that all of LFA’s other contractors, vendors and sponsors obtain and maintain not less than \$2,000,000 (two million dollars) commercial general liability insurance per occurrence, and not less than \$4,000,000 (four million dollars) general aggregate. This includes, but is not limited to, contractors providing entertainment coordinators, fencing, trash collection, sanitary facilities, tents, and tables/chairs, musicians/musical groups, and food truck services. The **City of Garden Grove, its employees, agents, volunteers, and officials**, shall be designated as Additional Insureds on these policies for on-going operations, including mobile equipment. The required Certificates and Additional Insured Endorsements (**CG 2026, or equivalent, as approved by CITY**) shall be collected and maintained by LFA not less than thirty (30) days prior to the event. (*“Claims Made” and “Modified Occurrence” policies are not acceptable.*) The endorsements from each insurance carrier shall provide that the insurance carrier shall give CITY not less than thirty (30) days advance written notice of any material change, cancellation, or termination of coverage.

LFA shall ensure that LFA and each of its contractors, vendors and sponsors using automobiles for FESTIVAL purposes, including food trucks shall obtain and maintain automobile liability insurance in an amount not less than \$2,000,000 (two million dollars) combined single limit. If transportation services (such as shuttle services and transportation for festival purposes) are provided for persons, automobile liability insurance shall be obtained and maintained in an amount not less than \$5,000,000 (five million dollars) combined single limit. The entertainment coordinator shall obtain and maintain insurance that covers losses for all automobiles used for transportation purposes. Additional Insured Endorsements for all automobile related insurance shall be obtained. The required Additional Insured Endorsements, (**CA 2048, or equivalent, as approved by CITY**)

shall name the **City of Garden Grove, its employees, agents, volunteers, and officials** as Additional Insureds for all automobiles, including automobiles owned, leased, hired or borrowed. The required Certificates and Additional Insured Endorsements shall be collected and maintained by LFA not less than thirty (30) days prior to the event. LFA shall submit to CITY for approval not less than thirty (30) days prior to the event its Certificates and Endorsements confirming that LFA has for itself obtained such coverage. (**“Claims Made” and “Modified Occurrence” policies shall not be accepted.**) For each such contractor, vendor or sponsor, LFA shall collect and maintain the required Additional Insured endorsements and other endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advance written notice of any material change, cancellation, or termination of coverage. Should LFA or any of its sponsors, contractors, or vendors not be utilizing automobiles in carrying out the terms of or activities contemplated by this Agreement, each such person(s) or entity(ies) may request an exemption from such insurance requirement by submitting a request on CITY’s request for exemption form to CITY’s Risk Manager for approval. Approval of such request shall rest within the sole discretion of CITY’s Risk Manager.

LFA shall ensure that if LFA, or any of LFA’s sponsors, contractors or vendors, or any of their subcontractors, have employees, workers’ compensation insurance for such employees is in effect in the amount of and type required by California law. Each such insurer shall waive its rights of subrogation against the City of Garden Grove, its employees, agents, volunteers, and officials. The required Certificates and endorsements shall be collected and maintained by LFA not less than thirty (30) days prior to the event. LFA shall submit to City for approval insurance certificates and endorsements confirming that LFA has for itself obtained such insurance, if required by California law, not less than thirty (30) days prior to the event. LFA shall ensure that each such insurance carrier shall give CITY not less than thirty (30) days advance written notice of any material change, cancellation, or termination of coverage. Should LFA or any of its sponsors, contractors or vendors, or any of their subcontractors, not have employees, such person(s) or entity(ies) shall be required to sign CITY’s worker’s compensation waiver form and submit it to CITY’s Risk Manager for approval thereof. Approval of the waiver form shall rest within the sole discretion of CITY’s Risk Manager.

In the event any of underlying policies for LFA or any of its contractors, vendors, or sponsors do not meet or exceed the policy limits of these insurance requirements, LFA shall ensure that LFA, or the subject contractor, vendor or sponsor, or subcontractor as appropriate, provides a **Follows Form** excess liability policy to ensure that the required policy limits are met. LFA shall also ensure that the subject contractor, vendor, or sponsor provides a schedule of underlying policies for any excess liability policy, and that the insurance certificate states that the excess policy follows form to the underlying policies. An additional insured endorsement for the excess policy shall designate the **City of Garden Grove, its officers, officials, agents, employees, and volunteers** as additional insured.

LFA shall ensure that all entities or organizations engaging or sponsoring alcohol sales obtain and maintain not less than \$5,000,000 (five million dollars) commercial general liability insurance, per occurrence, and not less than \$5,000,000 (five million dollars) general aggregate. Coverage shall include liability for the sale of any and all alcohol at the event. The **City of Garden Grove, its employees, agents, volunteers, and officials**, shall be designated as Additional Insureds on these policies for on-going operations, including bodily injury, property damage, and liquor liability, Forms as approved by City. (**“Claims Made” and “Modified Occurrence” policies shall**

not be accepted.)

If LFA or any of its sponsors, vendors, or contractors hire any subcontractor to assist with their operations, each such subcontractor shall be required to provide the same insurance as the person or entity for which it is performing the work, (contractor, vendor, sponsor, or subcontractor), including providing applicable certificates, endorsements, and waiver forms as approved by CITY. LFA shall be responsible to collect and maintain all insurance certificates and endorsements from all of its contractors, vendors, sponsors, and any of their subcontractors, and shall ensure that such insurance meets the terms of this Agreement.

All insurance from LFA, its contractors, vendors, sponsors, and any of their subcontractors shall be **primary** to insurance or self-insured retentions maintained by the City of Garden Grove, and/or its employees, agents, volunteers, and officials, **and shall not contribute** with it. Endorsements providing primary/non-contributory coverage shall be provided for **ALL** policies. “Claims Made” and “Modified Occurrence” policies shall not be accepted. All insurance carriers must have a Best’s Guide rating of A-, Class VII or better. All insurance policies must be in effect at all times during the Festival, including all times for set-up and tearing down for the event. Upon request by CITY, and within 10 days of original request, LFA shall provide to CITY original or certified copies of all insurance policies, endorsements, and certificates of LFA, its contractors vendors, sponsors and any of their subcontractors. All certificates, endorsements, and waiver forms shall be accepted by CITY as approved by CITY.

If any sponsor, contractor, vendor, or subcontractor maintains higher insurance limits than the minimums shown above, the sponsor, contractor, vendor, or subcontractor shall provide coverage for the higher insurance limits otherwise maintained by the sponsor, contractor, vendor, or subcontractor. For purposes of this Section 24, the term “sponsor” shall not include an individual or entity that provides only a monetary payment to the LFA and does not enter onto or conduct activities on the Festival site.

ALL INSURANCE POLICIES MUST BE IN EFFECT AT ALL TIMES THAT ANYONE WILL BE ON THE EVENT SITE (INCLUDING SET UP, TEAR DOWN, ETC.)

FAILURE BY LFA TO PROVIDE TO CITY PROOF OF LFA’S INSURANCE AS REQUIRED BY THIS AGREEMENT OR TO ENSURE THAT THE INSURANCE REQUIRED OF ANY CONTRACTOR, VENDOR, SPONSOR, OR SUBCONTRACTOR HAS BEEN OBTAINED, AS APPROPRIATE, SHALL BE SUFFICIENT GROUNDS FOR CITY TO DECLINE TO ISSUE PERMITS FOR THE FESTIVAL, CANCEL AUTHORIZATION FOR THE FESTIVAL TO PROCEED AND TO PRECLUDE THE FESTIVAL FROM OCCURRING.

Variances from the above-referenced insurance requirements may be issued by the CITY’s Risk Manager in the exercise of his/her sole discretion. No variance shall be valid unless issued in writing and signed by the CITY’s Risk Manager. CITY’s Risk Manager may require increased policy limits and/or additional insurance if in the exercise of his/her reasonable discretion, he/she determines that the increased policy limits or additional insurance is appropriate based on potential risks associated with the Festival. CITY shall not require increased policy limits or additional insurance without first discussing the matter with LFA. CITY shall at all times have the

right to inspect and receive the original or a certified copy of all policies and certificates of insurance, including additional insured endorsements, required pursuant to this Agreement.

If LFA wishes to use the First Baptist Church of Garden Grove's parking lot for parking and/or access to the Festival, LFA shall comply with the requirements set forth in the November 27, 2012 License Agreement between CITY and the First Baptist Church of Garden Grove, including but not limited to (i) payment of specified user fees; (ii) fulfillment of all operational requirements; (iii) indemnification of both CITY and the First Baptist Church of Garden Grove in accordance with the requirements of Section 9 of the License Agreement; and (iv) providing commercial general liability insurance for the Church property to CITY, including an insurance certificate evidencing not less than \$1,000,000 (one million dollars) per occurrence commercial general liability coverage and not less than \$2,000,000 (two million dollars) general aggregate. ASSOCIATION shall also provide an additional insured endorsement for on-going operations under the general liability policy (Form CG 20 26 07 04 or equivalent, as approved by CITY) designating the **City of Garden Grove, First Baptist Church of Garden Grove, and their respective employees, agents, volunteers and officials** as additional insureds. All insurance provided shall be primary to the insurance or self-insured retentions maintained by the City of Garden Grove, First Baptist Church of Garden Grove, and their respective employees, agents, volunteers and officials, and shall not contribute with it. An endorsement providing primary/ non-contributory coverage shall be provided for ALL policies. **("Claims Made" and "Modified Occurrence" policies shall not be accepted.)**

21. **BUSINESS TAXES.** LFA shall submit a completed Blanket Business License Tax Application which will cover and encompass all business activity within the footprint of the event. This includes a completed Vendor/Exhibitor/Sponsor worksheet that lists all persons and entities promoting their business through the event, either by selling a product, exhibiting a product, sampling a product, or providing sponsorship for the event, and a completed Service Provider worksheet that lists all persons or businesses providing a service that helps to put on the event. Per State Law, R&T 6073(a)(1) LFA will obtain from all vendors that are selling a tangible sales taxable item a copy of a valid Seller's Permit issued by the California Department of Tax and Fee Administration. Seller's Permit must display the event's Garden Grove address. All copies of Seller's Permits must accompany Blanket Business License Tax Application. All documents and related payment must be submitted two weeks prior the commencement of the event. If data related to Business Licenses, Seller's Permits, and other similar items is incomplete or unsatisfactory, the Business License Tax Certificate will not be issued and the FESTIVAL will be considered in violation of GGMC Title 5, Chapter 5.01, Section 5.01.040(A). Additionally, if a field inspection is conducted, a minimum for four hours will be charged at the current hourly rate, payable by LFA, which hourly rate may be adjusted annually by City as City costs increase.

A. LFA shall ensure that any person or entity soliciting donations for charitable purposes at FESTIVAL shall submit to CITY a completed "Application to Solicit for Charitable Purposes", satisfactory to CITY, no later than two weeks prior to the FESTIVAL.

B. In compliance with the prohibition against commercial cannabis activities in Chapter 9.22 of the Garden Grove Municipal Code, LFA shall ensure that there is no selling, marketing and/or advertisement of Cannabis products. If a vendor requests to sell Cannabidiol (CBD) products, the vendor must submit their lab report for each individual product to verify the respective CBD product(s) contain no more than 0.3% THC per serving threshold. Such lab reports need to be submitted no later than twenty-one (21) days prior to the FESTIVAL.

22. **ADMISSION TICKETS.** CITY understands that LFA intends to sell admission tickets in advance and/or at the booths by entrance gates. LFA understands that CITY may monitor on-site ticket sales in order to assist CITY in verifying FESTIVAL sales and attendance numbers. LFA shall cooperate with CITY's monitoring activities. The amount of tickets sold and/or comped cannot exceed the CITY's approved capacity of attendees.

23. **COMPLIANCE WITH LAW.** LFA shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state and local governments in the performance of FESTIVAL-related activities.

24. **CONFLICT OF INTEREST.** LFA shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Fourth Addendum.

25. **NOTICES.** All notices pertaining to this Fourth Addendum shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice.

LFA:
Jon Reiser
LFA Group, LLC
12762 Main Street
Garden Grove, CA 92840

CITY:
City of Garden Grove
Attention: City Manager
11222 Acacia Parkway
Garden Grove, CA 92840

26. **TIME OF ESSENCE.** Time is of the essence in the performance of this Fourth Addendum.

27. **LIMITATIONS ON SUBCONTRACTING AND ASSIGNMENT.** The experience, knowledge, capability, and reputation of LFA, its principals and employees were a substantial inducement for CITY to enter into this Fourth Addendum. LFA shall not contract with any other entity or otherwise transfer its rights and obligations under this Fourth Addendum without the prior written approval of CITY. Any attempted assignment, subcontracting or transfer by LFA of its rights or obligations under this Fourth Addendum without the prior written consent of City in violation of this provision shall be null and void. If LFA is permitted to subcontract any part of this Fourth Addendum, LFA shall be fully responsible to CITY for the acts and omissions of its

subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Fourth Addendum shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of LFA. CITY will deal directly with LFA.

28. **AUTHORITY TO EXECUTE.** Each person executing this Fourth Addendum on behalf of a party hereto warrants and represents that he/she is duly authorized to execute this Fourth Addendum on behalf of the entity for which he/she is signing, and that by executing this Fourth Addendum, the party for which the person is signing is formally bound to the term of this Fourth Addendum.

29. **INDEMNIFICATION.** To the fullest extent allowed by law, LFA agrees to protect, defend, and hold harmless CITY and its elective and appointive boards, officials, officers, agents, employees and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorney's fees, for injury or death of any person, or damage to property, interference with the use of property, or any other type of monetary or other claim arising out of, or in any way connected with any FESTIVAL related activities and/or the performance of the terms of this Fourth Addendum by LFA, and its agents, officers, employees, volunteers, vendors, subcontractors, or independent contractors hired by LFA. The only exception to LFA responsibility to protect, defend and hold harmless CITY is due to the sole negligence or intentional wrongful conduct of CITY, or any of its elective or appointive boards, officials, officers, agents, employees or volunteers.

30. **DEFAULT AND TERMINATION.**

A. In the event of material default under this Fourth Addendum, the non-defaulting party may provide notice to the defaulting party of the conduct constituting the default. The defaulting party shall have five (5) business days within which to correct the default. If the default is not corrected within the five (5) day period, the non-defaulting party may give notice of immediate termination of this Fourth Addendum to the defaulting party. Such notice shall be effective five (5) days following the day such notice is provided pursuant to Section 25 herein.

B. Any termination of this Fourth Addendum by CITY shall not relieve LFA of any outstanding obligation under this Fourth Addendum, including but not limited to the following: LFA's indemnification obligations shall survive the termination of this Fourth Addendum until all claims and actions related thereto are fully and finally resolved and all monies related thereto are fully paid.

31. **CONSTRUCTION.** This Fourth Addendum shall be deemed fully incorporated into the Agreement. Unless expressly provided to the contrary herein, to the extent that any provision of this Fourth Addendum conflicts with any provision of the Agreement, this Fourth Addendum shall control. Provisions of the Agreement not inconsistent with the provisions of this Fourth Addendum, including but not limited to the following provisions, shall expressly govern and

apply to this Fourth Addendum: Sections 10, 11, 12, 13, 14, 15 (b) – (e), and 15 (k) – (p).

32. **RESPONSIBLE AGENTS.** During the term of this Agreement, but not later than 30 days from the date of the FESTIVAL, in addition to the representatives to be designated under Sections 6(c) and 14, LFA will designate and provide a list to CITY, of a supervisor and FESTIVAL management staff, who shall be available at all times during the FESTIVAL, including set-up and tear-down, in the case the CITY and its agents and representatives must address any issues with respect to the FESTIVAL, shall ensure LFA's compliance with this Agreement and with all applicable rules and regulations. The LFA representatives so designated will be held to be employed or working during the FESTIVAL or for the time specified in the list provided by LFA, and shall be expected to respond and communicate with the CITY and its agents and representatives in a professional manner, subject to all applicable rules and regulations, and shall at all times refrain from working under the influence of any drug, alcohol, or other substance that may impair mental capacity or motor skills.

33. **SEVERABILITY.** If any provision of this Fourth Addendum shall be deemed for any reason to be invalid, illegal or unenforceable, such provision shall be severed from the remainder of this Addendum, and that remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Addendum as of the date first above written.

LFA GROUP, LLC

CITY OF GARDEN GROVE

By: _____
Its: _____

By: Lisa Kim
Its: City Manager

ATTESTED:

By: _____
Its: _____

City Clerk

APPROVED AS TO FORM:

Garden Grove City Attorney

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	City Manager/Director	Dept.:	Community and Economic Development
Subject:	Award a contract to H.L. Miller, Inc., for Interior Office Improvement Project, 11277 Garden Grove No. 03-2023. (Cost: \$88,472.12) <i>(Joint Action Item with the Housing Authority.)</i>		
		Date:	5/23/2023

OBJECTIVE

For City Council in a joint action with the Housing Authority award a contract to H.L. Miller, Inc., for the construction of the Interior Office Improvement Project, 11277 Garden Grove No. 03-2023 (Project).

BACKGROUND

In [July 2022](#), the City acquired a commercial building located at 11277 Garden Grove Blvd (the Building) as part of the Civic Center strategic plan and for the operations of various City services. The Housing Authority currently leases certain office space from an adjacent commercial building. As the lease term approaches to an end, the Housing Authority intend to relocate to the Building. Certain tenant improvements are necessary to accommodate the relocation. The proposed Project will improve an area on the west-end of the building that will be utilized exclusively by the Housing Authority. Improvements include demolition and removal of selective walls, construction of new offices, electrical, flooring, ceiling tiles, protective countertop and paint.

DISCUSSION

A notice inviting bids for tenant improvements was sent to licensed contractors generated from City procurement sources on [April 13](#), 2023, and a mandatory job site meeting was scheduled for [April 20](#), 2023. No bidders were present. After discussion with the City's Public Work's Facilities staff, the City decided to close the notice of inviting bids and contact a contractor from the City's bid list. City staff worked directly with H.L. Miller to formulate the scope of work and cost estimates, which meets the technical criteria for completing the work and is attached to the

contract.

FINANCIAL IMPACT

The amount of the contract with H.L. Miller is \$88,472.12. Since the improvement is for the sole use of the Housing Authority, the contract will be funded by the Housing Authority administration budget. In the case that the amount exceeds the Housing Authority administration allowance, the General Fund shall subsidize for the balance.

RECOMMENDATION

It is recommended that the City Council and the Housing Authority:

- Approve the Award of Contract to H.L. Miller, Inc., in the amount of \$88,472.12, for the Interior Office Improvement Project, 11277 Garden Grove No. 03-2023 between the H.L. Miller, the City of Garden Grove and the Garden Grove Housing Authority;
- Authorize the Finance Director to create a new Capital Improvement Project (CIP) for the Housing Authority and appropriate \$88,472.12 from the Housing Authority's existing operating funds for the CIP. In the case that the Housing Authority's operating funds are insufficient to cover the entire Project cost, the Finance Director shall allocate the General Fund money to subsidize for the balance;
- Authorize the City Manager/Director, or her designee, to execute the contract, and make minor modifications, on behalf of the City and the Housing Authority, as appropriate.

By: Paul Guerrero, Sr. Real Property Agent

ATTACHMENTS:

Description	Upload Date	Type	File Name
Construction Contract	5/17/2023	Agreement	City_-_Housing_-_H.L._Builders__Inc._-_Construction_Contract_-_Interior_Office_Improvements_Project_11277_Garden_Grove_No._03-2023.pdf

CONSTRUCTION CONTRACT

THIS CONTRACT is made this _____ day of May, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, referred to as ("CITY"), **GARDEN GROVE HOUSING AUTHORITY**, and **H.L. MILLER, INC.**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

1. The Contract is entered into pursuant to Garden Grove Council authorization, dated March ____, 2023.
2. CITY desires to utilize the services of CONTRACTOR to Furnish All Labor, Material, Equipment, Disposal, Prep, and Safety Measures for the interior office improvements at the building located at 11277 Garden Grove Boulevard, Garden Grove, CA per the Bid Specifications and per Attachment "A", Proposal.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows: Compensation under this Contract shall be a Not To Exceed (NTE) amount of Eighty Eight Thousand Four Hundred Seventy Two Dollars and 12/100 cents (\$88,472.12) payable in arrears and in accordance with Bid Proposal (Attachment "A"), which is attached and is hereby incorporated by reference. Payment for work under this Contract shall be made per invoice or request for work completed subject to Section 4.11 hereof. All work shall be in accordance with the Bid, Interior Office Improvement Project 11277 Garden Grove No. 03-2023 and the Plans and Specification. For work under this Contract, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Contract, a written authorization by CITY will be required, and payment shall be based on schedule included in Scope of Work (Attachment "A").
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire Contract. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans and Specifications, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

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

4.2 Materials and Labor. CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

4.3 Project. The PROJECT is described as: **CITY OF GARDEN GROVE – INTERIOR OFFICE IMPROVEMENTS PROJECT 11277 GARDEN GROVE NO. 03-2023.**

4.4 Plans and Specifications. The work to be done is described in a set of detailed Plans and Specifications entitled: **CITY OF GARDEN GROVE – INTERIOR OFFICE IMPROVEMENT PROJECT 11277 GARDEN GROVE NO. 03-2023.**

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

4.5 Time of Commencement and Completion. CONTRACTOR agrees to commence the Project with **fourteen (14) calendar** days from the date set forth in the "Notice to Proceed" sent by CITY and shall diligently prosecute the work to completion within **Thirty-Five (35) working days**, excluding delays caused or authorized by the CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof. The completion dates shall include any material delivery.

4.6 Time is of the Essence. Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other

subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

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

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

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

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

4.9 Changes in Project.

- 4.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:
- a. in the Specifications (including drawings and designs);
 - b. in the time, method or manner of performance of the work;
 - c. in the CITY-furnished facilities, equipment, materials, services or site; or
 - d. directing acceleration in the performance of the work.
- 4.9.2** A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date,

circumstances and source of the order and that CONTRACTOR regards the order as a change order.

- 4.9.3** Except as provided in this Section 4.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.
- 4.9.4** If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (4.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- 4.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.
- 4.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Contract.
- 4.9.7** CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to CITY.
- 4.10 Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and

further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

- 4.11 Contract Price and Method of Payment.** CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

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

- 4.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to California Public Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

- 4.13 Completion.** CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.

- 4.14 Contractor's Employee Compensation.**

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

than the Federal Minimum wage rate which most closely approximates the duties of the employees in question.

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

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

4.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.1) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

4.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6 CONTRACTOR REGISTRATION: MAINTENANCE OF PAYROLL RECORDS: JOB SITE POSTING

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

4.14.6.2 **Payroll Records.** CONTRACTOR shall maintain accurate payroll records and shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6.3 **Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).

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

4.15 Surety Bonds. CONTRACTOR shall, upon entering into performance of this Contract, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. The Surety Company must have an AM Best rating of A- VII or better.

4.16 Insurance.

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

4.16.2 CONTRACTOR and all subcontractors will carry and provide Workers' Compensation insurance for the protection of its employees during the progress of the work and provide Employers Liability in an amount not less than \$1,000,000. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.

4.16.3 For any claims related to this Contract, 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.

4.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be cancelled without 30 days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance in force until the work under this contract is satisfactorily and fully completed to the satisfaction of the CITY. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable).

4.16.5 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Contract until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Contract 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. Contractor shall also provide a waiver of subrogation for each policy.

4.16.6 INSURANCE AMOUNTS. CONTRACTOR and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Contract:

(a) Commercial general liability in an amount not less than \$1,000,000 per occurrence, and not excluding XCU; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount not less than \$1,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **On-going and Products- Completed Operations**, for the policy under section 4.16.6 (a) shall designate the CITY OF GARDEN GROVE, their officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR.

CONTRACTOR shall provide to the CITY proof of insurance and endorsement forms that conform to the CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate the CITY OF GARDEN GROVE, their officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to the CITY proof of insurance and endorsement forms that conform to the CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (c) shall designate the CITY OF GARDEN GROVE, their officers, officials, employees, agents, and volunteers for this Contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to the CITY proof of insurance and endorsement forms that conform to the CITY's requirements, as approved by the CITY OF GARDEN GROVE.

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

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

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

4.18 Termination.

4.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.3 Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

4.18.4 Upon termination under paragraphs (4.18.1) and (4.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

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

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

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

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

4.21 Notices. Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

- | | | |
|----|---|---|
| a. | (Address of City is as follows):
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Real Property Division
Real Property Agent | (with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840 |
| b. | (Address of CONTRACTOR is as follows):
H.L. Miller, Inc.
Attention: Dan Buckley
2201 East Winston Road, Unit I
Anaheim, CA 92806 | |

4.22 Appropriations. This Contract is subject to and contingent upon funds being appropriated therefor by the CITY for each fiscal year covered by the term of this Contract. If such appropriations are not made, this Contract shall automatically terminate without penalty to the CITY OF GARDEN GROVE.

\\ \\ \\

[AGREEMENT SIGNATURE BLOCK ON NEXT PAGE]

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
**Lisa L. Kim, City
Manager/Director**

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
H.L. Miller, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No.: _____

DIR Registration No.: _____

Expiration Date: _____

Contractor's Classification: _____

Contractor's License: _____

Expiration Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

ATTACHMENT "A" CONTRACTOR'S PROPOSAL

H.L. MILLER

Incorporated

A General Construction Company

2201 E. Winston Road, Unit 1, Anaheim, CA 92806

Phone: (714) 998-8699 / Email: hlmcinc@aol.com

PROPOSAL

Date	Proposal #
5/12/2023	2839

Name / Address
City of Garden Grove CA Attn: Paul Gueno

Description	Total
JOB SITE: 11277 Garden Grove Blvd	88,472.12
<p>SCOPE OF WORK:</p> <p>1. Provide labor and materials to do the following work, based off the job walks and conceptual drawings provided by the City.</p> <p>a) Demo and Haul away approx 60 sq ft of floor tile in the lobby area. Remove four walls in the open area behind the lobby approx. 14' x 9', 10' x 9', 7' x 9' and 10' x 9'. Remove one 12' x 9' wall in office three. Remove one 8' x 9' wall in in office space. We will demo and haul off all materials.</p> <p>b) We will patch back all the locations where the removed walls were attached to the existing structure. We will match the existing finish and paint corner to corner.</p> <p>c) All the removed doors will be saved for reinstall in new locations later in this project.</p> <p>d) Any ceiling tiles that were damaged during the demo will be replaced with new.</p> <p>e) Construct a new office / hallway just outside the Lobby 9.5' x 19' x 9' the new walls will match existing wall and terminate at the ceiling with splay bracing up through the ceiling to the substructure. The walls will be insulated, finished with drywall, textured and painted. The office will get one outlet on each new wall and one data drop on each new wall. We will install one of the saved doors for this office. The light fixtures will be isolated for this room with and a switch will be installed.</p> <p>f) We will frame in the end of the newlay created hallway to accommodate one of the saved doors in which we will install for access to the conferece room.</p> <p>g) We will separate the lights in the new conferece room and install a new light switch to operate them. This new room will also get a new outlet in the new wall, to include one data drop.</p> <p>h) The Lobby will get a new counter and windows based on the concept drawings provided using the laminate and counter specs provided. We will install a saved door between the new lobby counter and an existing wall. Frame in the opening and install drywall. Finish the match existing and paint. The new Lobby counter will get two new outlets and one data drops.</p> <p>i) Construct a wall 10' x 9' to enclose an office. Insulate the wall and install drywall. Finish to match existing and paint. New wall will get one new outlet and data drop.</p> <p>j) Construct a 12' x 9' wall outside a restroom. Insulate the wall and install drywall, finish to</p>	
*Proposal does not include architectural engineering, plans, permits, or drawings.	Total

The cost, quantity, and scope of items in this proposal are an estimate and good for 60 days. If at any time the actual cost, quantity, or scope of the item varies more than 10 (ten) percent above or below the estimated cost, quantity, or scope, an equitable adjustment in the price shall be made upon demand of either party.

H.L. MILLER

Incorporated

A (iene,...l Construction Comf>any
2201 f. Winston RaacI, Unit l. Anaht:im, CA 92806
Phone:(714) 99&-.%991 Email: hlmclnc@aol.com

Proposal #

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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Award a contract to Davis Farr LLP to provide annual auditing services for Fiscal Years 2022-23 and 2023-24 (Cost: FY2022-23-\$97,300, FY2023-24, \$100,220) (<i>Action Item</i>)		
		Date:	5/23/2023

OBJECTIVE

For the City Council to award a contract to Davis Farr LLP for annual auditing services for fiscal years 2022-23 and 2023-24, with three additional option years.

BACKGROUND

In 2016, the City awarded a contract to perform independent financial auditing services for fiscal years 2015-16 through 2019-20. Davis Farr LLP was selected based on excellent qualifications, relevant experiences and competitive cost. The City then exercised its options to extend their services by two years. The most recent services provided was for the Fiscal Year 2021-22 annual financial audit, which was successfully completed in January 2023.

DISCUSSION

Davis Farr LLP is a well-known accounting firm headquartered in Orange County, and has been providing audit and consulting services for state and local governments, special purpose governments, nonprofit organizations, service organizations and commercial entities for over 40 years.

The City has been using Davis Farr LLP since 2016, and since then, the City implemented a brand new Enterprise Resource Planning (ERP) system. The new ERP system redesigned the entire chart of accounts, redefined the majority of the transaction posting strategies, and revamped most of the financial accounting reports. The internal control structure, including user security, has also been revised to achieve better control and to ensure efficiency. The implementation period covered more than three years and two annual audits. During this period, Davis Farr worked alongside the City staff and remodeled their audit approach and strategy to

best achieve the goals established by the various auditing standards.

The implementation of the core modules of the new ERP system was successfully completed by January 2022, and Fiscal Year 2022-23 transactions will be the first full fiscal year recorded and reported using the new system. Using a new auditor during this transitional period will negatively impact the City for the following reasons:

1. The amount of work for the staff will significantly increase if a new auditor is selected within the next two years. As we are still deploying new functions of the system, we already face challenges due to much increased workload. Streamlining processes has always been one of Finance Department's top priorities; however, changes take time and resources. While staff is perfecting the system, consistency with using our current auditing service provider will provide much needed relief.
2. The efficiency of the audit will decrease as the newly selected auditor will need to learn our system while we are making improvements. The existing auditor, on the contrary, will be able to contribute valuable input based on their in depth understanding of our old system as well as the industry standards.
3. The effectiveness of the audit will be impacted, and the value of an audit goes beyond the auditor's opinion letter. Annual audits are great opportunities for the City to review its financial reporting structure, internal control framework, as well as operational efficiencies. These cannot be achieved without the auditor's deep understanding of the City's financial accounting practices. As we make many positive changes to our existing practices, it is instrumental that our auditor can make connections between the past and current processes to effectively test and review transaction posting and financial statement preparation.

Best practice recommends cities rotate auditors every six years for three main reasons: to ensure auditor's independence, to obtain a new perspective, and to keep fees competitive. Davis Farr LLP has provided the attached quotes for their auditing services for the next two fiscal years, which reflects a 3% increase from the existing fees. This is much lower than the current inflation rate. The current fees were established in 2016 through a competitive process. Based on the above, we believe it is in the City's best interest to award the annual financial audit service contract to Davis Farr LLP, our current auditor for another two years. Staff will evaluate within the next two years to determine if it is necessary to exercise the option years as described in the attached contract.

FINANCIAL IMPACT

The costs for the annual financial audit services for fiscal years 2022-23 and 2023-24 are \$97,300 and \$100,220 respectively. There is a 3% per year escalation factor for the option years. The audit fee for Fiscal Year 2022-23 is included in the City's current operating budget, and future years' fees will be incorporated into the City's budget accordingly.

RECOMMENDATION

It is recommended that the City Council:

- Authorize to dispense with bidding in the best interest of the City pursuant to Garden Grove Municipal Code 2.50.060(G);
- Award a contract to Davis Farr for annual auditing services for fiscal years 2022-23 and 2023-24; and
- Authorize the City Manager or her designee to execute the contract, approve minor modifications as needed, and exercise the option to extend the contract up to three years.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1 - Professional Services Agreement - Davis Farr LLP	5/3/2023	Agreement	DavisFarrPSA-May2023.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Davis Farr LLP**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide Annual Auditing Services for the City of Garden Grove for Two Fiscal Years including FY2022-23 and FY2023-24 per Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** This agreement shall cover services rendered for two fiscal years, FY22-23 and FY23-24, with an option to extend said agreement for three (3) additional fiscal years, FY24-25, FY25-26 and FY26-27, for a total performance period of five fiscal (5) years. Option years shall be exercised one (1) fiscal 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 SCHEDULE OF PROFESSIONAL FEES AND EXPENSES (Attachment B). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work and the Proposal/Engagement Letter, Attachment C. The Scope of Work and the Proposal/Engagement Letter are attached and are incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall be per the SCHEDULE OF PROFESSIONAL FEES AND EXPENSES, Attachment B, payable in arrears and in accordance with Scope of Work, Attachment A, which are both hereby incorporate by reference.

- 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in the Proposal Pricing form (Attachment B).

FY2022-2023: \$97,300

FY2023-2024: \$100,220

OPTIONAL FISCAL YEARS

FY2024-2025: \$103,230

FY2025-2026: \$106,330

FY2026-2027: \$109,520

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

4. Insurance requirements.

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

- (b) Automobile liability in an amount 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 in an amount not less than \$1,000,000.00. 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 be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for, all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Davis Farr LLP
Attention: Jennifer Farr, Partner
2301 Dupont Drive, Suite 200
Irvine, CA 92612
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

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

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Davis Farr LLP

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

ATTACHMENT "A"

SCOPE OF WORK

Provide Annual Auditing Services for the City of Garden Grove for the Three Fiscal Years 2022-23, 2023-24, 2024-25

I. INTRODUCTION

A. Description of the Government

Background Information

The City of Garden Grove serves an area of 17.08 square miles with a population of approximately 174,888. The City's fiscal year begins on July 1 and ends on June 30.

The City of Garden Grove is a full service general law city providing Municipal Support, Fire Protection, Police Protection, Community Development, Community Services, Public Works – Water, Sewer, Solid Waste, and Parks & Recreation services to the community. The accounting and financial reporting functions of the City are centralized.

More detailed information on the government and its finances can be found in Budget documents, Official Statements, and Annual Comprehensive Financial Reports.

Finance Department Operations

The Finance Department is headed by Patricia Song, Finance Director, and consists of approximately 42 employees. The Finance Department includes Accounting, Budget, Economic Development, Purchasing, Revenue Management (Business Tax, Investments, Utility Revenue), and Risk Management.

Availability of Prior Annual Comprehensive Financial Reports

The City of Garden Grove's most recent Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2022 and prior year ACFRs are posted on the City's website, see Appendix A for website address.

B. General Information

The City of Garden Grove ("City") is requesting a proposal from qualified firms of Certified Public Accountants to audit the City's financial statements for the fiscal years ending June 30, 2023, 2024, and 2025. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits in the current U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act, the Uniform Guidance and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, as amended.

C. Term of Engagement

A three (3) year contract is contemplated, subject to annual review and the discretion of the City.

D. Subcontracting

Should any firm submitting a proposal consider subcontracting portions of the engagement, that fact must be clearly identified in the proposal along with the name(s) of the proposed subcontracting firm(s). Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the City of Garden Grove.

II. SCOPE OF SERVICES

A. General

The City of Garden Grove is soliciting the services of qualified firms of Certified Public Accountants to audit and express an opinion on the fair presentation of its financial statements in accordance with the provisions contained in this Request for Proposals, subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm.

B. Scope of Work to Be Performed

The selected independent auditor will be required to perform the following tasks:

The auditor shall perform an audit of all funds of the City. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller of the United States. Generally, City staff prepare the ACFR. However, the City may from time to time require the auditors to prepare all or sections of the ACFR. The ACFR will be in full compliance with GASB 34 and all other relevant and applicable GASB pronouncements. The audit firm will render their auditor's report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.

The auditor is expected to express an opinion on the fair presentation of the financial statements of the City of Garden Grove as Successor to the Agency for Community Development and report on compliance with applicable laws, regulations, and administrative requirements governing its activities. The auditor shall prepare GASB 34 and other relevant compliant component unit financial statements for each of the engagements.

The auditor shall perform a single audit on the expenditures of federal grants in accordance with the Uniform Guidance and OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with Government Auditing Standards and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with the Uniform Guidance and OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings, and questioned costs, including reportable conditions and material weaknesses, and follow up on prior findings where required.

The auditor shall perform an audit of the Housing Authority FDS report.

The auditor shall perform required compliance procedures pertaining to the low and moderate successor housing authority report.

The auditor shall perform agreed upon procedures pertaining to the City's and the Sanitary District's GANN Limits (Appropriations Limit) and render letters annually to the City and Sanitary District, respectively, regarding compliance.

The auditor shall perform agreed-upon auditing procedures pertaining to the Willowick Golf Course, Gem Theatre, Refuse Hauler, and Civic Center Property Management contracts.

The auditor shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures, and other significant observations that are considered to be non-reportable conditions.

The auditor shall timely prepare and file the Annual State Controller's Reports (City, Street Report, Garden Grove Sanitary District Public Improvement Corporation, Orange County Regional/Cities Airport Authority, Garden Grove Public Improvement Corporation, Garden Grove Sanitary District (Orange), Garden Grove Public Financing Authority), as requested on a year to year basis by the City.

The auditor shall timely prepare and file tax returns as requested by the City (i.e. Garden Grove Sanitary District Improvement Corp.).

The auditor shall provide a reasonable amount of technical assistance upon the City's request throughout the year at no additional cost unless previously agreed upon in each year's engagement letter.

C. Auditing Standards to Be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the provisions of

the Single Audit Act and the provisions of the Uniform Guidance and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations. Any revisions to these standards must be followed.

An opinion on compliance with the rules and regulations for successor redevelopment agencies, as published by the Department of Finance and the Office of State Controller, may also be required.

D. Reports to Be Issued

Following the completion of the audit of the fiscal year's financial statements, the Auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles (audit opinion on the financial statements)
2. Single Audit Report
3. AQMD Report
4. Financial and Compliance Audit of the Housing Authority (Section 8)
5. Agreed Upon Procedures Reports for the following:
 - a. Willowick golf course agreement
 - b. Refuse hauler agreement
 - c. Gem theatre production company agreement
 - d. City GANN Limit
 - e. Garden Grove Sanitary District GANN Limit
6. State Controller's Report(s):
 - a. Garden Grove Sanitary District (Orange)
7. Tax Return(s):
 - a. Garden Grove Sanitary District Public Improvement Corporation
8. Management Letter including recommendations for improvements in internal controls considered non-reportable conditions.

The following are additional services and reporting to be performed at the request of the City on an annual basis:

1. Preparation of the Annual Comprehensive Financial Report (in full)
2. Separate audit report of the Successor Redevelopment Agency
3. Separate audit report of the Successor Housing Authority
4. Separate audit report of the Community Development Block Grant
5. Agreed Upon Procedures Report(s):
 - a. Civic center property management agreement
6. State Controller's Report(s):
 - a. City of Garden Grove
 - b. Street Report
 - c. Garden Grove Sanitary District Public Improvement Corporation
 - d. Orange County Regional/Cities Airport Authority
 - e. Garden Grove Public Improvement Corporation

7. Tax Return(s):

- a. Garden Grove Sanitary District Public Improvement Corporation
- b. Garden Grove Housing Authority
- c. Garden Grove Public Financing Authority
- d. Orange County Regional/Cities Airport Authority
- e. Garden Grove Public Improvement Corporation

In the required report(s) on internal controls, the Auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the Auditors shall be reported in a separate letter to management, which shall be referred to in the report(s) on internal controls.

The reports on compliance shall include all instances of significant non-compliance.

Irregularities and Illegal Acts. Auditors shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Finance Director, City Manager, City Attorney, and Audit Committee.

Reporting to the Audit Committee. Auditors shall assure themselves that the City of Garden Grove's Audit Committee is informed in accordance with applicable standards.

E. Special Considerations

1. The City of Garden Grove will send its ACFR to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. The Auditor shall provide special assistance to the City of Garden Grove to meet the requirements of that program.

2. The City of Garden Grove, Garden Grove Public Financing Authority, Garden Grove Sanitary District, or the City of Garden Grove as Successor to the former Agency for Community Development may prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the Auditor's report thereon. The Auditor shall, if requested by the fiscal advisor and/or the underwriter, issue a "consent and citation of expertise" as the Auditor and any necessary "comfort letters" at no additional cost to the City.

4. The Single Audit Report shall be issued separately from, and is not to be included in, the comprehensive annual financial report.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the Auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of Garden Grove of the need to extend the retention period. The Auditor will be required to make working papers available to the City and any other third parties authorized by the City.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

G. Schedule for the FY2022-23 Fiscal Year Audit

Each of the following shall be completed by the auditor no later than the dates indicated.

Entrance Conference

1. The entrance conference shall be held with all key Finance Department personnel. The purpose of this meeting will be to discuss prior audit problems, to discuss interim and year-end work to be performed, to summarize the results of the preliminary review, and to identify the key internal controls or other matters to be tested. Additionally, this meeting will also be used to establish overall liaison for the audit and to make arrangements for work space and other needs of the Auditor. The entrance conference shall be held in May/June 2023.

2. Detailed Audit Plan

Auditor shall provide the City both a detailed audit plan and a list of all schedules to be prepared by the City by May 2023.

3. Interim Work

The Auditor shall complete all interim work by May/June 2023.

4. Field Work

The Auditor shall complete all field work and manager review by October 2023.

5. Draft Reports

The Auditor shall have drafts report(s) and recommendations to management available for review by the Finance Director by November 2023.

6. Final Reports

The City and/or auditor will complete their review of all draft reports as expeditiously as possible. During this time, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed reports shall be delivered to the City within ten (10) working days. It is anticipated that this process will

be completed and the final reports (hard-copy, electronic files, and PDF), delivered by the dates listed below.

Report	Draft Due Date	Final Due Date	Responsible Party for Preparation Printing & Binding	Number of Copies
ACFR	Mid-November	End-December	City / Auditor in part or in full	Electronic & PDF
Other Reports	TBD	TBD	Auditor	10 & PDF
Single Audit	Mid-January	End-January	Auditor	10 & PDF
Agreed Upon Procedures	Mid-January	End-January	Auditor	10 & PDF
Management Letter	Mid-November	End-December	Auditor	10 & PDF
Housing Authority FDS	Three - Four weeks prior to date required by Grantor	Two - Three weeks prior to date required by Grantor	Auditor	10 & PDF
State Controller Reports	Three - Four weeks prior to date required by the State Controller's Office	Two - Three weeks prior to date required by the State Controller's Office	Auditor	PDF
Tax Returns	Three - Four weeks prior to required filing date	Two - Three weeks prior to required filing date	Auditor	PDF

III. PROPOSAL REQUIREMENTS

A. General Requirements

1. Submission of Proposal

- a. A master copy (so marked) of a Technical Proposal and six (6) copies to include the following:

- i. Title Page

Title page showing the Request for Proposals' subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

- ii. Table of Contents

- iii. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 120 days.

iv. Detailed Proposal

The detailed proposal should follow the order set forth below in Section III B. Technical Proposal of this Request for Proposals. It should include an executive summary.

B. Technical Proposal

1. General Requirements

The purpose of the technical proposal (proposal) is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake independent audits of the City in conformity with the requirements of this request for proposals.

As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The technical proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented on the following subjects, items 2-8 must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the City as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. The firm also should provide an affirmative statement that it is independent of all of the component units of the City of Garden Grove as defined by those same standards.

The firm should also list and describe the firm's (or proposed subcontractor's) professional relationships involving the City or any of its component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

3. License to Practice in California

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed or registered to practice in the State of California.

4. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide copies of the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years.

In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

The proposer shall provide a list of seminars and training presented by the firm during the past three (3) years available for attendance by clients of the firm.

5. Partner and Engagement Team Experience

Identify the principal, supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each person is licensed or registered to practice as a Certified Public Accountant in California. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of these audits.

Provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the City, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposals. In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of EDP software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the City of Garden Grove's internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance

7. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City.

C. Proposal Pricing

1. Total All-Inclusive Maximum Price

The proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses. An escalation factor may be addressed in the proposal that will allow for an accurate evaluation of the total cost for the three (3) year engagement period.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the cost proposal. Such costs should not be included in the proposal.

The proposal pricing section should include a total All-Inclusive Maximum price for each year of the engagement, presented in the format provided in attachment

2. Rates by Partner, Manager, and Staff Level Times Hours Anticipated for Each

The proposal cost section should also include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix B) that supports the total all-inclusive maximum price for the first and subsequent years of the engagement including the two year options.

3. Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price

All estimated out-of-pocket expenses to be reimbursed should also be presented within the cost proposal in the format provided in the attachment (Appendix B). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

4. Rates for Additional Professional Services

If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in an report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the audit firm. Any such additional work agreed to shall be performed at the same rates set forth in the schedule of fees and expenses included in the cost proposal.

5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's cost proposal.

ATTACHMENT "B"

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR FY 2022-2023

	Hours	Standard Hourly Rates (\$)	Quoted Hourly Rates (\$)	Total (\$)
Partners	90	\$250	\$150	\$13,500
Managers	160	180	130	20,800
Supervisory Staff	200	150	120	24,000
Professional Staff	400	100-120	90-105	39,000
Clerical Staff				
Other (specify)				
Subtotal	850			97,300
Meals and Lodging				n/a
Transportation				n/a
Report Preparation, Word Processing, Printing and Binding				included
Other (specify)				
Subtotal				
TOTAL proposed price for FY22-23:				97,300
Total price for FY22-23 audit not to exceed:				97,300

Fee and Expense Proposal for Subsequent Years:

Escalation Factor (%)	FY23-24	FY24-25
	3%	3%
Total Price not to exceed:	\$100,220	\$103,230

For FY 25-26 and FY 26-27 option years, the fees would increase by 3% for a total price not to exceed \$106,330 and \$109,520, respectively.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Receive and file minutes from the meetings held on April 11, 2023, April 25, 2023, and May 9, 2023.
(*Action Item*) Date: 5/23/2023

Attached are the minutes from the meetings held on April 11, 2023, April 25, 2023, and May 9, 2023, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes - 4-11-23	5/17/2023	Minutes	cc-min_04_11_2023.pdf
Minutes - 4-25-23	5/15/2023	Minutes	cc-min_04_25_2023.pdf
Minutes - 5-9-23	5/17/2023	Minutes	cc-min_05_09_2023.pdf

PRESENTATION – COMMUNITY SPOTLIGHT IN RECOGNITION OF CONGRESSMAN
LOU CORREA FOR HIS YEARS OF SERVICE REPRESENTING GARDEN GROVE
DISTRICT 46

Following the reading of the Community Spotlight, Congressman Correa was provided with a framed Resolution of Commendation, and he addressed the City Council thanking them for the recognition and expressing his continued commitment to Garden Grove.

ADOPTION OF A PROCLAMATION CELEBRATING APRIL AS DONATE LIFE MONTH
(F: 83.1-2023)

Mayor Pro Tem Brietigam pulled this item forward, and requested City Council action.

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

A Proclamation celebrating April as Donate Life Month, be adopted.

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

Ayes:	(5)	O'Neill, Tran, Klopfenstein, Nguyen, Brietigam
Noes:	(0)	None
Absent	(2)	DoVinh, Jones

Following the vote, Rachel Rodriguez, One Legacy Ambassador, received a framed proclamation and addressed the City Council thanking them and sharing her personal story of the loss of her small grandson whose organs saved several lives.

ADOPTION OF A PROCLAMATION RECOGNIZING APRIL AS GOOD NEIGHBOR
SHARED AIR AWARENESS MONTH AS REQUESTED BY THE CITY COUNCIL
(F: 83.1-2023)

Mayor Pro Tem Brietigam pulled this item forward, and requested City Council Action.

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

A Proclamation recognizing April as Good Neighbor Shared Air Awareness Month as requested by the City Council be adopted.

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

Ayes: (5) O'Neill, Tran, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (2) DoVinh, Jones

Following the vote, representatives from the Waymakers, a nonprofit serving Orange County, received a framed proclamation and addressed the City Council thanking them for their support.

ORAL COMMUNICATIONS

Speakers: Abdil Garcia, Giavanna Miller, Joanna Carabarin, Shawta Singh, Teresa Tran, Dan Gleason, Grace Lee, Hang Nguyen, Cassie Reynolds, Kris Beard, Nicholas Dibs

Written Communications: Ana Chris Stella

RECESS

At 7:45 p.m. Mayor Pro Tem Brietigam recessed the meeting.

RECONVENE

At 7:47 p.m., Mayor Pro Tem Brietigam reconvened the meeting with Council Members O'Neill, Tran, Klopfenstein, and Nguyen present.

ADOPTION OF A RESOLUTION OF COMMENDATION TO CONGRESSMAN LOU CORREA FOR HIS YEARS OF SERVICE REPRESENTING GARDEN GROVE, DISTRICT 46 (F: 83.1-2023)

This matter was heard earlier in the meeting.

ADOPTION OF A PROCLAMATION CELEBRATING APRIL AS DONATE LIFE MONTH (F: 83.1-2023)

This matter was heard earlier in the meeting.

ADOPTION OF A PROCLAMATION RECOGNIZING APRIL AS CHILD ABUSE PREVENTION MONTH (F: 83.1-2023)

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

A Proclamation recognizing April as Child Abuse Prevention Month, be adopted.

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

Ayes: (5) O'Neill, Tran, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (2) DoVinh, Jones

APPROVAL OF QUITCLAIM DEEDS OF EASEMENTS RELINQUISHING THE FIRE SERVICE WATER LINE/CONNECTION ACCESS TO LIBERTY PROPERTY LIMITED PARTNERSHIP FOR PROPERTIES LOCATED AT 12691 PALA DRIVE AND 12601 INDUSTRY STREET, GARDEN GROVE (F: 84.3)

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

Quitclaim Deeds of Easement relinquishing the Fire Service Water Line connection access to Liberty Property Limited Partnership for the properties located at 12691 Pala Drive and 12601 Industry Street, Garden Grove, be approved; and

The City Clerk by authorized to record the Quitclaim Deeds with the Orange County Clerk-Recorder.

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

Ayes: (5) O'Neill, Tran, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (2) DoVinh, Jones

ADOPTION OF A RESOLUTION APPROVING PARTICIPATION IN NATIONAL OPIOID SETTLEMENT AGREEMENTS FOR ADDITIONAL DEFENDANTS (F: 55.1B)

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

Resolution No. 9785-23 entitled: A Resolution of the City Council of the City of Garden Grove, California, approving and ratifying participation in National Opioid Settlement Agreements and authorizing the City Manager to execute all related documents, be adopted.

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

Ayes: (5) O'Neill, Tran, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (2) DoVinh, Jones

AUTHORIZATION FOR COUNCIL MEMBER NGUYEN TO PARTICIPATE IN THE NATIONAL ASSOCIATION OF LATINO ELECTED AND APPOINTED OFFICIALS CONFERENCE IN NEW YORK ON JULY 11-13, 2023 (F: 78)

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

Participation by Council Member Nguyen in the NALEO Conference in New York on July 11-13, 2023 including travel, food, and other ancillary expenses in the amount of \$1,800, be authorized.

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

Ayes: (5) O'Neill, Tran, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (2) DoVinh, Jones

AWARD CONTRACTS TO AME BUILDERS, INC., DBA AME ROOFING, FOR THE CONSTRUCTION AND MAINTENANCE OF SILICONE ROOFING PROJECT, 11277 GARDEN GROVE NO. 02-2023 (F: 55-AME BUILDERS, INC. DBA AME ROOFING)

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

Contracts be awarded to AME Builders, Inc., dba AME Roofing, in the amount of \$131,736, for the construction, and \$9,360 for the maintenance, for the Silicone Roofing Project, 11277 Garden Grove No. 02-2023;

The Finance Director be authorized to appropriate \$141,096 for the project from GL-1112111280, JL-NC1326274;

A ten percent contingency be authorized for unforeseen increases or change orders for the term of the contracts available at the sole discretion of the City Manager; and

The City Manager, or her designee, be authorized to execute the contracts, and make minor modifications, on behalf of the City, as appropriate.

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

Ayes: (5) O'Neill, Tran, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (2) DoVinh, Jones

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON FEBRUARY 28, 2023
(F: VAULT)

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

The minutes from the meeting held on February 28, 2023, be received and filed.

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

Ayes: (5) O'Neill, Tran, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (2) DoVinh, Jones

WARRANTS

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

Demands covered by Wire numbers 00001483 through 00001514, EFT numbers 00033633 through 00033675, and check numbers 00685072 through 00685158 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered EFT numbers 00033676 through 00034705, and check numbers 00685159 through 00685372 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by EFT numbers 00034706 through 00034732, and check numbers 00685373 through 00685437 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by EFT numbers 00034733 through 00034775, and check numbers 00685438 through 00685608 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed; and

Demands covered by Wire numbers 00001515 through 00001546, EFT numbers 00034776 through 00034804, and check numbers 00685609 through 00685731 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed.

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

Ayes: (5) O'Neill, Tran, Klopfenstein, Nguyen, Brietigam
Noes: (0) None
Absent: (2) DoVinh, Jones

APPROVAL OF A PRELIMINARY AWARD LETTER BETWEEN THE CITY OF GARDEN GROVE, GARDEN GROVE HOUSING AUTHORITY, AND NEW TAMERLANE, LLC. (JOINT ACTION WITH THE GARDEN GROVE HOUSING AUTHORITY) (F: 117.18B) (XR: H-117.18B)

City Council Action

Following the introduction, it was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

The Preliminary Award Letter be approved;

The City Manager be authorized to make minor modifications as needed, and sign the Award Letter on behalf of the City; and

The City Manager be authorized to execute the Affordable Housing Agreement, and any pertinent related documents including all exhibits, instruments, implementing agreements, and to make minor modifications as needed on behalf of the City.

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

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

Housing Authority Action

Following staff introduction, it was moved by Commissioner Klopfenstein, seconded by Commissioner K. Nguyen that:

The Preliminary Award Letter be approved;

The Director be authorized to make minor modifications as needed, and sign the Award Letter on behalf of the Housing Authority; and

The Director be authorized to execute the Affordable Housing Agreement, and any pertinent related documents including all exhibits, instruments, implementing agreements, and to make minor modifications as needed on behalf of the Housing Authority.

The motion carried by a 6-0-3 vote as follows:

Ayes: (6) Beckles, O'Neill, Tran, Klopfenstein, K. Nguyen, Brietigam
Noes: (0) None
Absent: (3) Jones, DoVinh, T. Nguyen

AWARD A CONTRACT TO SULLY-MILLER CONTRACTING COMPANY, FOR ACACIA NEIGHBORHOOD IMPROVEMENTS PROJECT, WHICH INCLUDES ROAD, PAVEMENT AND WATERLINE IMPROVEMENTS (F: 55-SULLY-MILLER CONTRACTING COMPANY)

Following staff introduction and City Council comments, it was moved by Council Member O'Neill, seconded by Mayor Pro Tem Brietigam that:

A contract be awarded to Sully-Miller Contracting Company, in the amount of \$6,988,665, for the Acacia Neighborhood Improvements Project; and

The City Manager be authorized to execute the contract with Sully-Miller Contracting Company, and make minor modifications as appropriate on behalf of the City.

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

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

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

ADOPTION OF A PROCLAMATION RECOGNIZING APRIL AS GOOD NEIGHBOR SHARED AIR AWARENESS MONTH AS REQUESTED BY THE CITY COUNCIL (F: 83.1-2023)

This matter was heard earlier in the meeting.

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

Council Member Tran commented on an event hosted by Hong Ly that she attended where senior citizens were taught techniques to protect themselves, and she thanked the staff for allowing this opportunity in providing a space and she encouraged seniors to seek out Hong Ly's training program. She thanked staff for coordinating the compost giveaway and commented on how much the community appreciates these kinds of services.

Council Member Klopfenstein noted that today is National Pet Day, and she announced that on Thursday, April 13, 2023, at 6:00 p.m., residents are encouraged to contact Maureen Blackmun with the Garden Grove Neighborhood Association to reserve a seat for Meet on Main – Walk a Mile in my Paws event at

the Community Meeting Center in support of the John Reynolds Youth Support Canine Foundation and the Garden Grove Police Department's canine unit with an opportunity to win a private lunch with the canine support team. The canine support team are frequent emotional support visitors to Garden Grove schools.

Council Member Nguyen announced the next Community Clean-Up Day in District 6 on April 22, 2023, from 9:00 a.m. to 11:00 a.m. to be held at the Municipal Services Center located at 13820 Newhope Street. She encouraged everyone to wear their denim on Denim Day, Wednesday, April 26, 2023, to bring awareness to and to honor victims of sexual assault, and she invited everyone to come to the Civic Center Pond on that day at 8:00 a.m. for a group picture. She expressed her appreciation for the Doig Intermediate Student members of the Doig Action Committee who spoke tonight on installing a mural near Doig Intermediate School to discourage proliferation of graffiti and encourage public art. She noted that the Doig Action Committee consists of students who spend a lot of time coming up with relevant topics and research to proactively enhance their community, and she expressed support for their public art focus to combat graffiti. She noted that the City has enhanced their graffiti program for combatting graffiti, and she hopes to meet with the Doig Action Committee to collaborate on funding a mural near Doig Intermediate. She named the schools in proximity to Doig Intermediate that include Clinton Elementary, Eisenhower Elementary, and Santiago High School where students pass by and pass through on a daily basis, who would benefit by public art expression. She noted that both she and Mayor Pro Tem Brietigam have spoken on expanding public art and suggested that they both meet with city staff to explore a mural program.

Mayor Pro Tem Brietigam noted that there was a significant structure fire at the 12500 block on Valley View Street. The Orange County Fire Authority responded to the fire and some of the fire fighters were seriously injured when a portion of the overhang above the sidewalk fronting the shops came down. He also noted that in speaking with the local residents and the business owners, they had very positive feedback on the response time and handling of the fire by the Fire Authority. Four of the businesses were completely destroyed by the fire, and eleven that were tagged have been reopened. His prayers go out to the business owners and he is hoping that those businesses are able to be back and running as soon as possible.

ADJOURNMENT

At 8:00 p.m., Mayor Pro Tem Brietigam adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, April 25, 2023, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
City Clerk

INVOCATION

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

COMMUNITY SPOTLIGHT IN RECOGNITION OF THE GARDEN GROVE POLICE
DEPARTMENT VIP PROGRAM VOLUNTEERS FOR THEIR VALUED SERVICE

ADOPTION OF A PROCLAMATION CELEBRATING MAY 1-7, 2023, AS YOUTH WEEK
(F: 83.1-2023)

This item was pulled out of order and moved by Mayor Jones, seconded by Council Member Nguyen that:

A Proclamation celebrating May 1-7, 2023, as Youth Week, be adopted.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

Following the reading of the Proclamation by Assistant City Manager Maria Stipe, Stephanie Janji, Americanism chair with the Garden Grove Elks Lodge #1952, thanked the Mayor and City Council for their recognition. A Certificate of Recognition was concurrently presented to La Quinta High School Student Kenton Bach for his appointment to the United States Military Academy West Point.

RECESS

At 6:37 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 6:41 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ORAL COMMUNICATIONS

Speakers: Michael Hunn, Kelly Bruno-Nelson, Luis Burgueno, Dayton Phan, Han, Josh McIntosh, Aaron Downs, Greg Madrigal, Brandon Rodrigo, Ana Parker, Nicholas Dibs, Maureen Blackmun

Written Communications: Craig Durfey

RECESS

At 7:30 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:35 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF A PROCLAMATION CELEBRATING MAY 1-7, 2023, AS YOUTH WEEK
(F: 83.1-2023)

This matter was considered earlier in the meeting.

ADOPTION OF A PROCLAMATION CELEBRATING MAY AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH (F: 83.1-2023)

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

A Proclamation celebrating May as Asian American and Pacific Islander Heritage Month, be adopted.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

ADOPTION OF A PROCLAMATION RECOGNIZING MAY AS MENTAL HEALTH AWARENESS MONTH (F: 83.1-2023)

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

A Proclamation recognizing May as Mental Health Awareness Month, be adopted.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

AUTHORIZATION FOR COUNCIL MEMBERS AND STAFF TO TRAVEL TO SOUTH KOREA TO PARTICIPATE IN A TOURISM PROMOTION AND SISTER CITY ANNIVERSARY PROGRAM; AUTHORIZATION FOR ONE STAFF MEMBER TO TRAVEL FROM SOUTH KOREA TO JAPAN AS PART OF AN OPTIONAL VISIT ANAHEIM DELEGATION

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

Travel to South Korea from September 15 -24, 2023, in cooperation with Visit Anaheim, GGTPC and Anyang City, for up to five City Council Members and three staff members, be authorized; and

Optional travel for one staff member from South Korea to Japan from September 19-24, 2023, in cooperation with Visit Anaheim and GGTPC, be authorized.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

REJECT THE BID RECEIVED FOR IFB S-1300B ON-CALL ASPHALT COLD MILLING, TRUCKING, STREET SWEEPING, AND OPERATOR SERVICES (F: 60.4)

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

The bid received on Friday, March 17, 2023 for IFB S-1300B On-Call Asphalt Cold Milling, Trucking, Street Sweeping, and Operator Services, be rejected.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

APPROPRIATION OF ASSET FORFEITURE FUNDS TO PURCHASE POLICE DEPARTMENT EQUIPMENT (F: 82.4)

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

Asset Forfeiture funds in the amount of \$65,000, be appropriated, and those funds be allocated to the Police Department 2022-23 budget.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

AWARD A CONTRACT TO SOUTHSTAR ENGINEERING & CONSULTING INC., FOR THE BICYCLE CORRIDOR IMPROVEMENT PROJECT NO. 2312, CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (F: 55-SOUTHSTAR ENGINEERING & CONSULTING, INC.)

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

A contract in the amount of \$135,805 be awarded to Southstar Engineering & Consulting Inc. for Construction Management; and

The City Manager, or her designees, be authorized to execute the agreement, sign amendments, and make minor modifications as appropriate thereto, on behalf of the City.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT WITH HF&H CONSULTANTS, LLC, TO ASSIST WITH TECHNICAL AND LEGISLATIVE COMPLIANCE WITH THE IMPLEMENTATION OF SENATE BILL 1383 (Joint Action Item with the Sanitary District) (F: S-55 HF&H CONSULTANTS, LLC)

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

Amendment No.3 with HF&H Consultants, LLC, increasing the current contract amount by \$50,000 for a new not to exceed total of \$155,062.50 through September 30, 2023, be approved; and

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

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

SANITARY DISTRICT ACTION

It was moved by Member Brietigam, seconded by Member Jones that:

Amendment No. 3 with HF&H Consultants, LLC, increasing the current contract amount by \$50,000 for a new not to exceed total of \$155,062.50 through September 30, 2023, be approved; and

The General Manager be authorized to execute the amendment on behalf of the District and make minor modifications as appropriate.

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

Ayes: (7) Brietigam, Jones, DoVinh, Klopfenstein, Nguyen,
Tran, O'Neill
Noes: (0) None

APPROVAL OF CHANGE ORDER NO. 3 TO A CONTRACT WITH PACIFIC HYDROTECH CORPORATION FOR THE CONSTRUCTION OF THE MAGNOLIA RESERVOIR AND BOOSTER PUMP STATION REHABILITATION PROJECT
(F: 92.PROJ.7402/CP1205000)

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

Change Order No. 3 to the existing contract with Pacific Hydrotech Corporation, increasing the existing Agreement amount from \$3,514,053.35 to \$3,729,887.81, a \$215,834.46 increase, be approved;

70 working days of time extension for the additional scopes, be approved; and

The Public Works Director be authorized to execute Change Order No. 3 to the contract agreement on behalf of the City, and make minor modifications as appropriate thereto.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON MARCH 14, 2023
(F: VAULT)

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

The minutes from the meeting held on March 14, 2023, be received and filed.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

WARRANTS

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

Payroll deposits 00020779 through 00021408 and checks 00185325 through 00185339 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) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

PUBLIC HEARING - APPROVAL OF THE FISCAL YEAR 2023-24 ACTION PLAN FOR THE USE OF HOUSING AND URBAN DEVELOPMENT FUNDS (F:117.10D)

Following staff introduction, Mayor Jones declared the public hearing open.

Speakers: Nicholas Dibs

With no further public comment, Mayor Jones declared the public hearing closed.

Following City Council comments, it was moved by Council Member Brietigam, seconded by Mayor Jones that:

Staff be directed to submit the Fiscal Year 2023-24 Action Plan to the Department of Housing and Urban Development (HUD) for approval; and

The City Manager be authorized to execute agreements related to HUD funding, and make modifications as appropriate thereto, on behalf of the City.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

AWARD A CONTRACT TO VOLUNTEERS OF AMERICA OF LOS ANGELES TO OPERATE THE CENTRAL CITIES NAVIGATION CENTER (F: 117.15B)

Following staff introduction and introductory remarks by Eric Richardson, Assistant Operations Director of Housing for Volunteers of America of Los Angeles (VOALA), Council Member Nguyen expressed support for the Navigation Center based in District 6. She highlighted the remarkable progress the City has made over the last few years in prioritizing the unhoused population, as well as prioritizing mental health and substance use issues. She also emphasized the importance of providing continuous whole person care, so that individuals have an opportunity to thrive and overcome their circumstances. She thanked City staff, providers and partners for all their hard work and efforts.

Council Member Tran expressed appreciation for all the detailed services that will be provided. She noted that the recently launched street medicine program and Navigation Center will both help provide support services and shelter for individuals that seek help.

Council Member Klopfenstein expressed support in the selection of VOALA as the operator of the future Navigation Center; a key component for the opening of the Navigation Center.

Council Member O'Neill expressed support and stated that the approved amount will cover services provided with progress billed payments, not-to-exceed budget, and will be managed by a reputable operator.

Council Member Brietigam expressed support noting that this helps the City meet its threshold in the Boise decision.

With no further comments, it was moved by Council Member Nguyen, seconded by Council Member Klopfenstein that:

A contract be awarded to Volunteers of America of Los Angeles with in the not-to-exceed amount of \$2,569,275 for the initial year and five percent cost inflation annually thereafter;

Authorize the City Manager, or her designees, to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City; and

Authorize the City Manager, or her designees, to exercise option terms and sign the amendments.

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

Ayes:	(7)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam, Jones
Noes:	(0)	None

AWARD A CONTRACT TO THOMCO CONSTRUCTION INC. FOR THE CONSTRUCTION OF THE CENTRAL CITIES NAVIGATION CENTER (CCNC) LOCATED AT 13871 WEST STREET, CITY PROJECT NO. 1350000-1 (96.PROJ.CP1350000-1)(XR: 117.15B)

Following staff introduction, it was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

The bid protests be denied and the irregularities in Thomco Construction Inc.'s bid documents be waived;

The award of contract to Thomco Construction Inc., in the amount of. \$4,267,450 for the Central Cities Navigation Center construction and rehabilitation, be approved;

Appropriation of \$5,300,000 received from the County of Orange per County MOU (GL: 260-211-1210, JL: CIP1369000), be authorized; and

The City Manager, or her designees, be authorized to execute the agreement, and make minor modifications, on behalf of the City, as appropriate there to.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones

Noes: (0) None

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

Council Member Brietigam shared that he attended the grand opening of Curify Urgent Care located 7923 Garden Grove Boulevard in Garden Grove. He shared information on the company's innovative business model which helps reduce the impacts to emergency room wait times. He also shared that he attended the 2023 Orange County Crime Victims' Ceremony hosted by the Orange County District Attorney's Office. He noted that this event is held annually as part of the National Victim's Rights Week and proposed that a proclamation be listed on the City's agenda next year. Lastly, Council Member Brietigam commended Mayor Jones on his presentation at the State of the City and congratulated the Garden Grove Chamber of Commerce on hosting a great event.

Council Member O'Neill concurred that the State of the City was a great event and congratulated Garden Grove Television 3's (GGTV3) award-winning work on the State of City video production. He also shared that on April 15, 2023, he and City Manager Lisa Kim attended funeral services for retired OCFA Division Chief Ron Roberts and expressed condolences to his family. As Garden Grove's OCFA representative he reported that he recently toured wildfire areas and advised the public to visit the Orange County Fire Authority website for tips to mitigate fire hazards. Lastly, he announced the upcoming District 2 Community Cleanup Day

event scheduled for Saturday, May 13, 2023 from 9 a.m. to 11:00 a.m. at Skylark Elementary.

Council Member Tran recognized a group of students from St. Columban School for their outstanding work at a community event and commended them for their dedication to community service. She also reported that she and other Council Members attended the Boys and Girls Club Youth of the Year event and expressed delight in seeing students' joy in being recognized at the event. Lastly, Council Member Tran shared that she attended the Magnolia Park event on April 20, 2023 where the public expressed gratitude for the event.

Council Member DoVinh commended the Garden Grove Chamber of Commerce for their great work on hosting the 2023 Garden Grove State of the City and thanked sponsors for their support. He stated that the event helps build partnerships and provides an opportunity to inform the community of upcoming projects in Garden Grove. He also thanked City Manager Lisa Kim and Chief Building Official David Dent for appearing on his television show to educate the community, as there have been several major structure fires in the City. He also mentioned a fatal traffic collision and cautioned the public about driving under the influence (DUI) and urged the public not to drink and drive. Council Member DoVinh highlighted Black April and thanked the City Council for adopting the Proclamation commemorating Black April, but hopes that next year there will be several groups in attendance to receive the Proclamation when it is adopted. Lastly, he invited residents to watch the 2023 State of the City video once posted online.

Council Member Klopfenstein shared that she participated in the Washington D.C. Advocacy Trip with the Association of California Cities of Orange County. The group met with several committees, and various congressional and senate leaders. Topics discussed included energy, homelessness, fentanyl crisis, crime, infrastructure, grid security, water and housing. While Orange County was well represented she was a vocal advocate for Garden Grove. Council Member Klopfenstein also highlighted the return of the Garden Grove Gems program and informed residents that they can nominate their homes; the nomination period is from April 10th through April 28th. Voting will begin May 8th and conclude on May 21st. District winners will be announced on Wednesday, May 31st. For more information the public should visit the website at ggcity.org/gems. Lastly, she commended the students from Garden Grove High School for actively getting involved and seeking to better their community. She is looking forward to meeting with them, along with Council Member Nguyen and Council Member Tran, to discuss their ideas for a local skate park.

Council Member Nguyen congratulated Mayor Jones for a great State of the City presentation and thanked the Garden Grove Chamber of Commerce, and all the event sponsors. She attended the District 6 Community Cleanup event this past weekend and requested that these events be scheduled more strategically throughout the year to allow more community participation. Council Member Nguyen also spoke about

Black April which is a somber commemoration of the fall of Saigon. She visited the Museum of the Republic of Vietnam and encouraged the public to educate themselves on the history of this significant event given that Garden Grove is home to the largest Vietnamese community outside of Vietnam. Lastly, Council Member Nguyen highlighted the upcoming observation of Denim Day, which is a day to show support for survivors of sexual assault, and invited the community to join her at the Civic Center Park at 8:00 a.m. on April 26, 2023 for the annual Denim Day photo.

Mayor Jones thanked the Garden Grove Television 3 (GGTV3) staff for their dedication and professionalism on the production of the State of the City videos and thanked everyone involved for all their hard work.

City Manager Lisa Kim announced the 2023 Garden Grove College Graduates' Reception scheduled for Tuesday, May 23, 2023 and invited the candidates to sign up by the deadline of Friday, May 12, 2023. More information on this free event is available at www.ggcity.org/grads. She also thanked the City Council for their support as it relates to addressing homelessness and shared that staff would be providing an update to the Comprehensive Strategic Plan to Address Homelessness (CSPAH) in the coming months. Lastly, City Manager Kim shared that she attended the Coffee with a Cop event on Saturday, April 22, 2023, and shared that it was a great event and well attended.

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

ADJOURNMENT

At 8:37 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, May 9, 2023, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Lizabeth Vasquez
Deputy City Clerk

COMMUNITY SPOTLIGHT IN RECOGNITION OF THE SPACE HEROES FROM WALTON
INTERMEDIATE SCHOOL FOR WINNING THE NASA TECHRISE STUDENT CHALLENGE

ORAL COMMUNICATIONS

Speakers: Rubi Garcia, Nicholas Dibs, Ana Parker, Alejandro

RECESS

At 6:57 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 6:59 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF A RESOLUTION APPROVING THE GARDEN GROVE TOURISM
IMPROVEMENT DISTRICT ADVISORY BOARD'S 2023-24 ANNUAL REPORT,
DECLARATION OF INTENTION TO LEVY ASSESSMENTS FOR FISCAL YEAR 2023-24,
AND SETTING THE TIME AND DATE TO CONDUCT A PUBLIC HEARING ON THE
PROPOSED ASSESSMENT (F: 32.1)

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

Resolution No. 9786-23 entitled: A Resolution of the City Council of the City of Garden Grove approving the annual report of the Garden Grove Tourism Improvement District Advisory Board, declaring its intention to levy assessments for Fiscal Year 2023-24 for the Garden Grove Tourism Improvement District, fixing the time and place of public hearing thereon and giving notice thereof, be adopted.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH MERCHANTS BUILDING
MAINTENANCE FOR CUSTODIAL SERVICES (F: 55-MERCHANTS BUILDING
MAINTENANCE)

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

Amendment No. 1 to the agreement with Merchants Building Maintenance, LLC, in the amount of \$25,000 for the remainder of the three year term, be approved;

An increase of \$25,000 for each of the two option years, for a total increase of \$75,000, be approved; and

The City Manager be authorized to execute the amendment, including each option year extension.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

APPROVAL OF AN AGREEMENT WITH SIEMENS INDUSTRIES, INC., FOR THE REPAIR OF THE HEATING, VENTILATION AND AIR CONDITIONING SYSTEM AT THE GEM THEATER (F: 55-SIEMENS INDUSTRIES, INC.) (XR: 87.3)

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

An agreement with Siemens Industries, Inc., in the amount of \$54,000, for the repair of the Heating, Ventilation and Air Conditioning control system at the GEM Theater, be approved; and

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

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETINGS HELD ON MARCH 17, 2023, AND MARCH 28, 2023 (F: VAULT)

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

The minutes from the meetings held on March 17, 2023, and March 28, 2023, be received and filed.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

WARRANTS

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

Demands covered by EFT numbers 00034805 through 00034834, and check numbers 00685732 through 00685809 inclusive and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by Wire numbers 00001547 through 00001560, EFT numbers 00034835 through 00034848, and check numbers 00685810 through 00685879 inclusive and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by EFT numbers 00034849 through 00035879 and check numbers 00685880 through 00686096 inclusive and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by EFT numbers 00035880 through 00035908, and check numbers 00686097 through 00686177 inclusive and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by Wire numbers 00001561 through 00001564, EFT numbers 00035909 through 00035935 and check numbers 00686178 through 00686334 inclusive and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by EFT numbers 00021409 through 00022035 and check numbers 00185340 through 00185348 inclusive and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed; and

Demands covered by EFT numbers 00022036 through 00022658 and check numbers 00185349 through 00185358 inclusive and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

ACCEPTANCE OF RESIGNATIONS OF DAISY PEREZ AND MATTHEW MONTANO FROM
THE PLANNING COMMISSION (F: 122.10A)

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

The Resignations of Daisy Perez and Matthew Montano from the Planning Commission be accepted.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

APPROVAL OF AN AGREEMENT WITH THE DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT FOR THE COMMUNITY PROJECT FUNDING GRANT PROGRAM (F: 55-
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT) (XR: 87.1A)

Following staff introduction it was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

A Grant Agreement, in the amount of \$1 million, by and between the Department of Housing and Urban Development under the Community Project Funding Grant Program and the City of Garden Grove be approved for: the Jardin de los Ninos Park at 12534 Keel Avenue to replace park playground equipment and surface; the Haster Basin Park at 12952 Lampson Avenue to replace playground equipment and surface on city park property, and replace park restrooms with a pre-fabricated structure for two restroom stalls adjacent to the playground; and the West Haven Park at 12252 West Street to replace park restrooms with a new prefabricated building that will have four restroom stalls; and

The City Manager, or designee, be authorized to execute the Grant Agreement, including making any minor modifications as needed.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT WITH SOUTHERN COUNTIES OIL COMPANY TO PROVIDE FUEL AND FUEL MANAGEMENT FOR CITY VEHICLES (F: 55-SOUTHERN COUNTIES OIL COMPANY)

Following staff introduction, it was moved by Mayor Pro Tem Brietigam, seconded by Council Member O'Neill that:

Bidding be dispensed in the best interest of the City pursuant to Garden Grove Municipal Code 2.50.060(G);

Amendment No. 3 to extend the term of the contract for one year with Southern Counties Oil Co. (SC Fuels), in the amount of \$1,000,000 for the purchase of fuel for city vehicles and equipment, be approved; and

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

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

AWARD A CONTRACT TO WEST YOST ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF GARDEN GROVE CHAPMAN AND DALE WATER IMPROVEMENT PROJECT, CP NO. 1361000 (F: 55-WEST YOST ASSOCIATES)

Following staff introduction, it was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

A contract be awarded to West Yost Associates, in the amount of \$299,898, for providing professional engineering services for the Chapman and Dale Water Improvement Project, CP No. 1361000; and

The City Manager be authorized to execute the agreement on behalf of the City and approve minor modifications as needed.

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

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

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

Council Member Tran commented on attending the General Assembly for the Southern California Association of Governments, and noted grants are available for eligible residents and businesses from Verizon and Southern California Edison. She also expressed her appreciation for the City Manager's Office for their guidance and explanation regarding the additional costs for the HVAC system at the GEM Theater.

Council Member DoVinh encouraged people who need assistance with their energy costs to connect with Community Action Partnership, which is located at 11870 Monarch Street, Garden Grove, and phone number is 714-897-6670. The Community Action Partnership is a long time resource in Orange County that has helped many families, and provides for assistance with energy bills and retrofitting through grant funds from the state and federal government. Please note that grants have specific income eligibility requirements and deadlines.

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

ADJOURNMENT

At 7:13 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, May 23, 2023, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Patricia Song
Dept.: City Manager Dept.: Finance
Subject: Receive and file warrants. Date: 5/23/2023
(*Action Item*)

Attached are the warrants recommended to be received and filed.

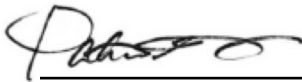
ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	5/18/2023	Warrants	05122023_PR.pdf

City of Garden Grove
Certificate of Warrants
Register Date:
May 18, 2023

This is to certify the demands covered by EFT numbers 00022659 through 00023288 and check numbers 00185359 through 00185366 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

A handwritten signature in black ink, appearing to read 'Patricia Song', is positioned above a horizontal line.

Finance Director
Patricia Song

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GGFEFM002 Warrant Register Payroll
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PY - Payroll

Check Type: CHK

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185359	E00977	BELAIR, DIANE	05/18/2023	\$2,453.28
00185360	E05043	BARRAGAN, AUDREY A	05/18/2023	\$334.61
00185361	E05105	RODRIGUEZ, ROGER	05/18/2023	\$654.94
00185362	E05111	NGUYEN, HAU D	05/18/2023	\$101.98
00185363	E05098	BARNESE, VINCENZO A	05/18/2023	\$2,628.75
00185364	E03529	ROCHA, MICHAEL F	05/18/2023	\$2,772.68
00185365	E05067	SANCHEZ, MARTIN	05/18/2023	\$728.40
00185366	E03446	JIMENEZ, VIDAL	05/18/2023	\$1,812.03
			CHK - Total	\$11,486.67

Check Type: EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00022659	E03973	AVILA, VERONICA	05/18/2023	\$2,772.70
00022660	E04755	BRIETIGAM III, GEORGE S	05/18/2023	\$632.18
00022661	E02788	DAVIS, JEFFREY P	05/18/2023	\$1,733.97
00022662	E05080	DOVINH, JOSEPH T	05/18/2023	\$599.18
00022663	E04994	GREENUP, BREANNA C	05/18/2023	\$911.60
00022664	E00803	HADDAD, PAMELA M	05/18/2023	\$2,040.62
00022665	E03612	JONES, STEVEN R	05/18/2023	\$306.56
00022666	E04442	KIM, LISA L	05/18/2023	\$5,441.42
00022667	E04131	KIM, NOELLE N	05/18/2023	\$3,080.09
00022668	E04536	KLOPFENSTEIN, STEPHANIE L	05/18/2023	\$474.67
00022669	E05072	LOPEZ, CARLOS	05/18/2023	\$1,885.32
00022670	E02787	MORAN, MARIE L	05/18/2023	\$2,850.07
00022671	E04537	NGUYEN, KIM B	05/18/2023	\$596.79
00022672	E04534	ONEILL, JOHN R	05/18/2023	\$645.85
00022673	E04528	PARK, SHAWN S	05/18/2023	\$2,792.35
00022674	E04443	POLLOCK, AMANDA M	05/18/2023	\$2,027.58
00022675	E06945	POMEROY, TERESA L	05/18/2023	\$4,115.27
00022676	E01964	PULIDO, ANA E	05/18/2023	\$4,598.97
00022677	E05057	SATO, MICH L	05/18/2023	\$2,509.87
00022678	E00564	STIPE, MARIA A	05/18/2023	\$6,033.48
00022679	E03715	THAI, KRISTY H	05/18/2023	\$2,521.37

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00022680	E05079	TRAN, CINDY NGOC	05/18/2023	\$646.07
00022681	E03983	VASQUEZ, LIZABETH C	05/18/2023	\$2,580.29
00022682	E04971	VITAL, ANDREA	05/18/2023	\$1,789.03
00022683	E04230	WIMMER, MISSY M	05/18/2023	\$1,607.87
00022684	E04944	ANDERSON CAMBA, ASHLEIGH R	05/18/2023	\$2,190.95
00022685	E04764	BRADLEY, JANNA K	05/18/2023	\$2,620.54
00022686	E03766	CERDA, MARY C	05/18/2023	\$2,290.07
00022687	E04673	HART, BRANDI M	05/18/2023	\$938.85
00022688	E04363	KWAN, LIANE Y	05/18/2023	\$3,656.74
00022689	E01985	LEE, JANY H	05/18/2023	\$4,291.29
00022690	E03420	PROCTOR, SHERRILL A	05/18/2023	\$2,500.69
00022691	E05078	SANCHEZ, GIOVANNI P	05/18/2023	\$2,101.63
00022692	E04417	STEPHENSON, CAITLYN M	05/18/2023	\$3,347.42
00022693	E02115	STOVER, LAURA J	05/18/2023	\$5,363.01
00022694	E05082	YIN, ARTHUR	05/18/2023	\$2,106.46
00022695	E04445	BROWN, KAREN J	05/18/2023	\$1,064.13
00022696	E03313	BUI, AI N	05/18/2023	\$1,465.59
00022697	E05068	CASTELLON, ALVARO A	05/18/2023	\$4,228.41
00022698	E04961	CHAO, VICTORIA	05/18/2023	\$1,601.21
00022699	E03686	CHAVEZ, JAIME F	05/18/2023	\$1,682.30
00022700	E03760	CHUNG, JANET J	05/18/2023	\$2,823.09
00022701	E05094	CORTEZ, ELIZABETH M.	05/18/2023	\$2,100.28
00022702	E04957	CURTSEIT, MARIA	05/18/2023	\$2,010.94
00022703	E04960	FUKAZAWA, KEISUKE	05/18/2023	\$2,085.56
00022704	E05055	GAMINO, LINDA M	05/18/2023	\$1,411.24
00022705	E03134	GARCIA, SYLVIA	05/18/2023	\$2,687.73
00022706	E03877	GOMEZ, STEVEN E	05/18/2023	\$1,248.55
00022707	E03016	HERNANDEZ, GARY F	05/18/2023	\$1,774.99
00022708	E04569	HOFFMAN, CORINNE L	05/18/2023	\$2,454.22
00022709	E04968	HONG, SEUNGBUM	05/18/2023	\$1,721.66
00022710	E04959	LE, KENNETH H	05/18/2023	\$1,488.66
00022711	E00057	MANALANSAN, NEAL M	05/18/2023	\$2,135.42
00022712	E01668	MAY, ROBERT W	05/18/2023	\$1,689.56
00022713	E01393	MENDEZ, ANGELA M	05/18/2023	\$2,128.97
00022714	E03628	MENDOZA, CHRISTI C	05/18/2023	\$2,611.12

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00022715	E04958	NGO, TINA	05/18/2023	\$2,687.13
00022716	E04838	NIGATU, SELAMAWIT	05/18/2023	\$2,806.04
00022717	E02429	PHAM, ANH	05/18/2023	\$1,858.09
00022718	E03610	RAMIREZ, EVA	05/18/2023	\$2,105.07
00022719	E04973	RAMOS, NANCY	05/18/2023	\$2,937.77
00022720	E05097	RODRIGUEZ, SEBASTIAN	05/18/2023	\$2,004.04
00022721	E03539	SEGAWA, SANDRA E	05/18/2023	\$3,823.72
00022722	E04780	SONG, YUAN	05/18/2023	\$7,277.80
00022723	E04859	VO, MY TRA	05/18/2023	\$3,110.60
00022724	E03433	WESTON, RETA J	05/18/2023	\$1,160.35
00022725	E04674	WHITTAKER DEGEN, HELEN E	05/18/2023	\$785.89
00022726	E04527	YOO, MEENA	05/18/2023	\$2,259.57
00022727	E04493	ANDREWS, STEVEN F	05/18/2023	\$2,648.19
00022728	E00845	CHANG, TERENCE S	05/18/2023	\$3,148.51
00022729	E05091	ENCISO, MARIA VERONICA M	05/18/2023	\$2,030.40
00022730	E03498	ESPINOZA, VERNA L	05/18/2023	\$2,661.12
00022731	E04523	GALLO, CESAR	05/18/2023	\$3,238.41
00022732	E04415	GOLD, ANNA L	05/18/2023	\$2,187.01
00022733	E04713	HINGCO, ERNIE E	05/18/2023	\$2,059.62
00022734	E02617	KLOESS, GEOFFREY A	05/18/2023	\$4,330.82
00022735	E03571	MORAGRAAN, RACHOT	05/18/2023	\$4,121.47
00022736	E05071	OCHOA, NICOLAS E	05/18/2023	\$2,479.19
00022737	E01277	PROFFITT, NOEL J	05/18/2023	\$3,675.77
00022738	E01901	RAO, ANAND V	05/18/2023	\$12,247.82
00022739	E05027	SANCHEZ MENDOZA, ALFREDO	05/18/2023	\$2,128.42
00022740	E05073	SEYMOUR, DAVID M	05/18/2023	\$893.33
00022741	E04395	SWANSON, MATTHEW T	05/18/2023	\$2,026.30
00022742	E01674	VALENZUELA, ANTHONY	05/18/2023	\$1,749.94
00022743	E00809	VICTORIA, ROD T	05/18/2023	\$2,559.17
00022744	E03014	WILDER, CANDY G	05/18/2023	\$2,286.64
00022745	E03509	WINSTON, TERREL KEITH	05/18/2023	\$3,208.95
00022746	E03725	ABU HAMDIYYAH, AMEENAH	05/18/2023	\$2,099.21
00022747	E02996	ASHLEIGH, JULIE A	05/18/2023	\$2,124.16
00022748	E03161	AUSTIN, MICHAEL G	05/18/2023	\$1,269.84
00022749	E05099	BECK, CRAIG A	05/18/2023	\$4,012.32

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00022750	E03601	CHUNG, CHRISTOPHER	05/18/2023	\$3,110.51
00022751	E00128	CRAMER, RITA M	05/18/2023	\$2,774.11
00022752	E04394	DAHLHEIMER, BRYSON T	05/18/2023	\$2,467.26
00022753	E04879	DAKE, RYAN J	05/18/2023	\$2,301.94
00022754	E04578	DENT, DAVID A	05/18/2023	\$4,636.21
00022755	E03531	HERNANDEZ, RALPH V	05/18/2023	\$2,392.94
00022756	E04855	HERRERA JR, ARMANDO	05/18/2023	\$486.42
00022757	E03410	HODSON, AARON J	05/18/2023	\$2,328.64
00022758	E04716	KASKLA, PRIIT J	05/18/2023	\$2,506.32
00022759	E04490	LY, HUONG Q	05/18/2023	\$2,389.45
00022760	E04194	MARTINEZ, MARIA L	05/18/2023	\$2,843.87
00022761	E03044	MOORE, JUDITH A	05/18/2023	\$2,237.85
00022762	E04635	NGUYEN, PHU T	05/18/2023	\$4,100.71
00022763	E02842	PARRA, MARIA C	05/18/2023	\$3,541.40
00022764	E04992	ROBLES, ALFONSO	05/18/2023	\$2,487.44
00022765	E04862	TRAN, JAKE P	05/18/2023	\$2,059.02
00022766	E05048	TUONG, NGHIA T	05/18/2023	\$2,268.12
00022767	E05053	VU, VINNY X	05/18/2023	\$1,757.22
00022768	E03643	ALVARADO, YOLANDA A	05/18/2023	\$1,895.72
00022769	E05009	ALVAREZ, CYNTHIA	05/18/2023	\$617.08
00022770	E04390	AMBRIZ, STEPHANIE	05/18/2023	\$513.09
00022771	E04978	AVINA, MIKAYLA M	05/18/2023	\$576.79
00022772	E04771	BAILOR, REBECCA J	05/18/2023	\$535.53
00022773	E04988	BAUTISTA, BRENDA	05/18/2023	\$2,036.59
00022774	E04262	BEARD, ALEX C	05/18/2023	\$808.27
00022775	E04929	BENITEZ, LIZBETH	05/18/2023	\$446.14
00022776	E02658	CAMARENA, RACHEL M	05/18/2023	\$2,270.65
00022777	E01588	CAMARENA, RENE	05/18/2023	\$2,393.63
00022778	E01902	CASILLAS, VICTORIA M	05/18/2023	\$2,499.46
00022779	E05101	CASTANEDA, LILIANA	05/18/2023	\$400.62
00022780	E05058	CATAQUIZ, CHARLIZE N	05/18/2023	\$433.40
00022781	E03304	CHUMACERO, DEANNA M	05/18/2023	\$1,307.51
00022782	E04611	CROSS, AMANDA D	05/18/2023	\$2,026.17
00022783	E04688	DELGADO CHAVEZ, MARLY	05/18/2023	\$175.27
00022784	E04653	DIAZ, GABRIELA	05/18/2023	\$805.79

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00022785	E05013	DINH, TIFFANY	05/18/2023	\$524.44
00022786	E05090	ESCARENO, MELISSA	05/18/2023	\$544.07
00022787	E02120	FRAUSTO, LUIZ F	05/18/2023	\$317.81
00022788	E04679	FREEMAN, MARK C	05/18/2023	\$3,646.73
00022789	E05019	FUENTES, DIANA	05/18/2023	\$530.43
00022790	E04481	GARCIA, JARED D	05/18/2023	\$478.27
00022791	E04253	GARCIA, VANESSA L	05/18/2023	\$559.31
00022792	E05069	GARCIA, VERONICA	05/18/2023	\$159.33
00022793	E03337	GODDARD, JENNIFER DANIELLE	05/18/2023	\$2,766.79
00022794	E04982	GONZALEZ, KATHERYN	05/18/2023	\$547.14
00022795	E00940	GRANT, JACOB R	05/18/2023	\$6,748.39
00022796	E04967	HASHEMI, SETAREH	05/18/2023	\$521.84
00022797	E05032	LEE, JASON J	05/18/2023	\$525.67
00022798	E04682	LOPEZ, KALYSTA N	05/18/2023	\$58.27
00022799	E03603	MA AE, ELAINE M	05/18/2023	\$3,287.95
00022800	E01552	MEDINA, JESUS	05/18/2023	\$1,804.06
00022801	E00455	MEDINA, JUAN	05/18/2023	\$2,416.10
00022802	E04925	MENDOZA, JESSICA	05/18/2023	\$291.36
00022803	E02808	MONTANCHEZ, JOHN A	05/18/2023	\$5,929.35
00022804	E05022	MUNOZ, JULIANNE I	05/18/2023	\$63.73
00022805	E05044	NADEAU, RYANN E	05/18/2023	\$407.90
00022806	E04947	NGUYEN, ALEXANDER H	05/18/2023	\$437.04
00022807	E05052	NGUYEN, RYAN N	05/18/2023	\$31.86
00022808	E04391	NICHOLAS, NOEL N	05/18/2023	\$1,432.79
00022809	E04931	NODAL, NATALIE	05/18/2023	\$174.82
00022810	E00785	OCADIZ HERNANDEZ, GABRIELA	05/18/2023	\$3,429.15
00022811	E04965	ORDUNO, SAMANTHA	05/18/2023	\$571.55
00022812	E03881	PANGAN, CHRISTIAN	05/18/2023	\$165.10
00022813	E03361	PELAYO, JANET E	05/18/2023	\$3,922.19
00022814	E04777	PHAN, EDOUARD T	05/18/2023	\$378.07
00022815	E03893	PICKRELL, ARIELLE	05/18/2023	\$1,766.73
00022816	E02754	REYNOSO, SUGEIRY	05/18/2023	\$2,663.10
00022817	E05096	ROCHA ISLAS, CINTHIA R	05/18/2023	\$554.20
00022818	E05103	RODRIGUEZ, MATTHEW S	05/18/2023	\$783.02
00022819	E03362	ROMERO, MARINA Y	05/18/2023	\$2,088.12

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00022820	E04684	ROSALES, MARIA D	05/18/2023	\$463.95
00022821	E04614	ROSAS, TANYA	05/18/2023	\$493.94
00022822	E04620	SALDIVAR, DIANA	05/18/2023	\$301.58
00022823	E01893	SAUCEDO, DANA MARIE	05/18/2023	\$2,696.92
00022824	E00925	SCHLUMPBERGER, EMERON J	05/18/2023	\$1,079.81
00022825	E04926	SERNA, SAMANTHA M	05/18/2023	\$288.39
00022826	E05016	SIERRA, AILEEN S	05/18/2023	\$80.12
00022827	E04795	SIEVE, MYCHAELLA J	05/18/2023	\$783.12
00022828	E03895	SMITH, REBECCA S	05/18/2023	\$159.33
00022829	E04376	SMITH, SARAH L	05/18/2023	\$686.14
00022830	E04798	TANG, ETHAN	05/18/2023	\$167.31
00022831	E05030	TRIGGS, MARY SHANNON	05/18/2023	\$366.73
00022832	E04924	TU, KATHY	05/18/2023	\$218.52
00022833	E01396	VALDIVIA, CLAUDIA	05/18/2023	\$3,496.96
00022834	E00015	VAN SICKLE, JEFFREY	05/18/2023	\$2,660.19
00022835	E04687	VARGAS, SAMANTHA B	05/18/2023	\$484.81
00022836	E05017	VARGAS-SERNA, KELLY	05/18/2023	\$58.27
00022837	E04118	VENCES, DAISY O	05/18/2023	\$95.60
00022838	E03085	VICTORIA, PAUL E	05/18/2023	\$1,505.83
00022839	E05018	VILLEGAS, MIA A	05/18/2023	\$225.80
00022840	E04609	VIRAMONTES, JACOB D	05/18/2023	\$576.35
00022841	E04274	WILMES, DAVID M	05/18/2023	\$345.23
00022842	E05070	XOOL VARGAS, RUDY G	05/18/2023	\$225.80
00022843	E05076	XU, CHARLIE	05/18/2023	\$182.10
00022844	E03819	ALAMILLO, MARCOS R	05/18/2023	\$5,637.17
00022845	E03712	ALARCON, CLAUDIA	05/18/2023	\$3,575.20
00022846	E03616	ALCARAZ, MARIA A	05/18/2023	\$2,546.66
00022847	E00121	ALLISON, WILLIAM	05/18/2023	\$5,510.31
00022848	E04873	ALVARADO, MADELINE M	05/18/2023	\$1,890.05
00022849	E04080	ALVAREZ BROWN, RICHARD A	05/18/2023	\$3,338.90
00022850	E05028	AMAYA, JOSE J	05/18/2023	\$2,257.36
00022851	E03011	ANDERSON, BOBBY B	05/18/2023	\$3,398.17
00022852	E05040	ARCHULETA, ANDREW M	05/18/2023	\$2,419.29
00022853	E01234	ARELLANO, PEDRO R	05/18/2023	\$4,245.64
00022854	E04875	ARROYO, SANDRA M	05/18/2023	\$2,148.16

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00022855	E04497	ASHBAUGH, TIMOTHY R	05/18/2023	\$3,145.56
00022856	E03397	ASHBY, PAUL W	05/18/2023	\$3,572.55
00022857	E04719	ATWOOD, MARIA S	05/18/2023	\$2,105.16
00022858	E04613	AVALOS JR, FRANCISCO	05/18/2023	\$2,335.51
00022859	E04550	BAEK, SHARON S	05/18/2023	\$2,478.47
00022860	E05062	BAEZ, JASMIN	05/18/2023	\$588.24
00022861	E04209	BAINTO, JUDY A	05/18/2023	\$578.01
00022862	E04778	BAKER, COLLIN E	05/18/2023	\$2,536.08
00022863	E03005	BANKSON, JOHN F	05/18/2023	\$4,201.94
00022864	E04645	BARRAZA, RENE	05/18/2023	\$3,457.64
00022865	E05041	BARRIOS-ROA, JAYDE D.	05/18/2023	\$2,201.02
00022866	E04432	BEHZAD, JOSHUA K	05/18/2023	\$2,749.15
00022867	E04951	BELLO, ANGELICA	05/18/2023	\$2,068.06
00022868	E03006	BELTHIUS, LISA A	05/18/2023	\$394.70
00022869	E04976	BELTHIUS, TYLER E	05/18/2023	\$776.64
00022870	E04753	BERENGER, BEAU A	05/18/2023	\$4,275.30
00022871	E03296	BERESFORD, EVAN S	05/18/2023	\$4,095.26
00022872	E01604	BERLETH, RYAN S	05/18/2023	\$2,353.66
00022873	E03443	BLUM, JAMES A	05/18/2023	\$3,085.16
00022874	E03363	BOWEN, GENA M	05/18/2023	\$1,842.81
00022875	E04767	BOWMAN, TROY F	05/18/2023	\$3,027.01
00022876	E04963	BOYENS III, ROBERT	05/18/2023	\$2,906.97
00022877	E00946	BRAME, KAREN D	05/18/2023	\$2,196.29
00022878	E04803	BRANTNER, BRITTANEE N	05/18/2023	\$1,648.02
00022879	E03380	BROWN, JEFFREY A	05/18/2023	\$6,994.18
00022880	E03968	BRUNICK, CARISSA L	05/18/2023	\$1,555.09
00022881	E05074	BUJANONDA, CHANON	05/18/2023	\$2,948.92
00022882	E02031	BURILLO, RICHARD O	05/18/2023	\$5,145.26
00022883	E03972	BUSTILLOS, RYAN V	05/18/2023	\$2,954.37
00022884	E05077	CAGLE, RONALD L	05/18/2023	\$1,662.60
00022885	E03964	CAMARA, DANIEL A	05/18/2023	\$2,651.22
00022886	E04074	CAMPOS, JESENIA	05/18/2023	\$2,309.89
00022887	E03739	CAPPS, THOMAS A	05/18/2023	\$2,718.14
00022888	E05002	CARBALLO, MILTON A	05/18/2023	\$2,362.78
00022889	E02372	CENTENO, JUAN C	05/18/2023	\$5,182.32

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00022890	E03607	CHANG, DAVID Y H	05/18/2023	\$3,433.64
00022891	E04867	CHAPPELL, SHYLER R.D.	05/18/2023	\$2,765.08
00022892	E03481	CHAURAN HAIRGROVE, TAMMY L	05/18/2023	\$2,206.86
00022893	E04498	CHEATHAM, JEROME L	05/18/2023	\$2,909.40
00022894	E01541	CHO, HAN J	05/18/2023	\$3,504.20
00022895	E03423	CHOWDHURY, JACINTA F	05/18/2023	\$1,830.97
00022896	E04414	CHUNG, RANDY G	05/18/2023	\$267.86
00022897	E00003	CIBOSKY, COURTNEY P	05/18/2023	\$3,162.88
00022898	E04539	CLASBY JR, BRIAN M	05/18/2023	\$124.76
00022899	E04872	CORNETT, KRISTINA L	05/18/2023	\$1,757.05
00022900	E04832	CORTEZ JR, DARRYL B	05/18/2023	\$3,353.88
00022901	E04666	CORTEZ, JULIO C	05/18/2023	\$3,253.55
00022902	E01875	COUGHRAN, ADAM B	05/18/2023	\$0.00
00022903	E01796	COULTER, GARY L	05/18/2023	\$3,219.26
00022904	E04555	CRUZ, REYNA	05/18/2023	\$1,957.00
00022905	E01364	DALTON, BRIAN D	05/18/2023	\$4,264.80
00022906	E04874	DANG, JOHN	05/18/2023	\$902.53
00022907	E04503	DAVILA, ISAAC	05/18/2023	\$2,657.77
00022908	E04431	DE ALMEIDA LOPES, NICHOLAS A	05/18/2023	\$4,868.02
00022909	E04731	DE PADUA, TANNER C	05/18/2023	\$3,410.43
00022910	E03691	DELGADO JR, JUAN L	05/18/2023	\$4,435.30
00022911	E03395	DIX, JENNIFER A	05/18/2023	\$2,660.62
00022912	E05088	DOAN, THOMMY	05/18/2023	\$60.40
00022913	E02313	DOSCHER, RONALD A	05/18/2023	\$2,557.75
00022914	E04586	DOVEAS, CHRISTOPHER C	05/18/2023	\$423.75
00022915	E04281	DRISCOLL, RUSSELL B	05/18/2023	\$2,147.00
00022916	E04844	DUARTE, TAYLOR M	05/18/2023	\$3,304.78
00022917	E04720	DUDLEY, BROD D	05/18/2023	\$3,016.72
00022918	E03625	EARLE, CHRISTOPHER M	05/18/2023	\$3,457.27
00022919	E03740	EL FARRA, AMIR A	05/18/2023	\$5,858.38
00022920	E03927	ELHAMI, MICHAEL K	05/18/2023	\$5,538.00
00022921	E03933	ELIZONDO, BENJAMIN M	05/18/2023	\$3,353.65
00022922	E04016	ELIZONDO, FLOR DE LIS	05/18/2023	\$2,396.21
00022923	E01598	ELSOUSOU, HELENA	05/18/2023	\$3,059.29
00022924	E02708	ENRIQUEZ, JOHN G	05/18/2023	\$1,219.64

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00022925	E02734	ESCALANTE, OTTO J	05/18/2023	\$6,381.55
00022926	E04334	ESCOBEDO, JOSHUA N	05/18/2023	\$3,536.26
00022927	E02724	ESTLOW, STEPHEN C	05/18/2023	\$3,919.98
00022928	E04358	ESTRADA MONSANTO, MICHELLE N	05/18/2023	\$2,820.41
00022929	E04748	FAJARDO, JESUS	05/18/2023	\$0.00
00022930	E04303	FERREIRA JR, HECTOR	05/18/2023	\$3,065.67
00022931	E01663	FERRIN, KORY C	05/18/2023	\$4,139.55
00022932	E03976	FIGUEREDO, GEORGE R	05/18/2023	\$4,287.52
00022933	E04774	FLINN, PATRICIA C	05/18/2023	\$2,957.25
00022934	E02887	FOSTER, VICTORIA M	05/18/2023	\$2,011.85
00022935	E04033	FRANCISCO, KATHERINE M	05/18/2023	\$2,337.73
00022936	E02963	FRANKS, JAMES D	05/18/2023	\$3,114.50
00022937	E04747	FRESENIUS, ROBERT D	05/18/2023	\$2,505.51
00022938	E00903	FRUTOS, VERONICA	05/18/2023	\$2,453.14
00022939	E04729	GARCIA, JOSEPH A	05/18/2023	\$2,282.85
00022940	E03086	GARCIA, PETE	05/18/2023	\$5,018.88
00022941	E03659	GARNER, AMANDA B	05/18/2023	\$978.40
00022942	E02606	GEORGE, DAVID L	05/18/2023	\$2,152.81
00022943	E04351	GERDIN, MICHAEL E	05/18/2023	\$3,111.69
00022944	E04542	GIFFORD, ROBERT J	05/18/2023	\$4,622.47
00022945	E04658	GIRGENTI, BRIAN C	05/18/2023	\$4,485.76
00022946	E04401	GLEASON, SEAN M	05/18/2023	\$3,122.89
00022947	E04917	GOMEZ, JESUS	05/18/2023	\$2,199.44
00022948	E04863	GONZALEZ JR, GONZALO	05/18/2023	\$3,600.00
00022949	E05003	HA, DANNY	05/18/2023	\$2,607.07
00022950	E04732	HADDEN, TRAVIS J	05/18/2023	\$3,224.67
00022951	E04787	HALEY, KYLE N	05/18/2023	\$2,093.25
00022952	E03527	HALLER, TROY	05/18/2023	\$5,032.77
00022953	E03402	HEINE, STEVEN H	05/18/2023	\$4,292.65
00022954	E02469	HERRERA, JOSE D	05/18/2023	\$6,682.01
00022955	E04244	HINGCO, PINKY C	05/18/2023	\$2,532.36
00022956	E03713	HOLLOWAY, WILLIAM T	05/18/2023	\$5,680.19
00022957	E04739	HOWARD, JASON A	05/18/2023	\$3,255.58
00022958	E04654	HURLEY, KIRK P	05/18/2023	\$2,910.49
00022959	E04089	HUTCHINS, DONALD J	05/18/2023	\$3,679.87

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00022960	E03815	HUYNH, AI KELLY	05/18/2023	\$2,388.78
00022961	E03559	HUYNH, THI A	05/18/2023	\$3,052.36
00022962	E04915	ITURRALDE, JENNIFER L	05/18/2023	\$1,446.72
00022963	E04583	JENSEN, MICHAEL J	05/18/2023	\$5,064.64
00022964	E02935	JENSEN, NICKOLAS K	05/18/2023	\$3,899.73
00022965	E04587	JIMENEZ JR, EFRAIN A	05/18/2023	\$3,090.52
00022966	E04781	JIMENEZ TAVAREZ, SERGIO J	05/18/2023	\$2,233.55
00022967	E04655	JOHNSON, CODY M	05/18/2023	\$2,860.62
00022968	E03368	JOHNSON, JASON L	05/18/2023	\$4,861.47
00022969	E03831	JORDAN, GERALD F	05/18/2023	\$4,588.89
00022970	E04610	JORDAN, VICTORIA A	05/18/2023	\$282.15
00022971	E04444	JULIENNE, PATRICK R	05/18/2023	\$4,082.18
00022972	E04460	KAISER, GEORGE R	05/18/2023	\$1,124.87
00022973	E04559	KELLEY, KRISTOFER D	05/18/2023	\$5,175.74
00022974	E04353	KEUILIAN, SHELBY	05/18/2023	\$2,276.51
00022975	E04663	KIM, CHAD B	05/18/2023	\$2,547.70
00022976	E04538	KIMBERLY, ALLYSON L	05/18/2023	\$1,784.43
00022977	E03932	KIVLER, ROBERT J	05/18/2023	\$2,854.23
00022978	E03389	KOLANO, JOSEPH L	05/18/2023	\$3,853.16
00022979	E03294	KOVACS, LEA K	05/18/2023	\$4,034.73
00022980	E05000	KOVACS, TIMOTHY M	05/18/2023	\$3,155.29
00022981	E04669	KOVACS, TIMOTHY P	05/18/2023	\$4,788.74
00022982	E03484	KUNKEL, PETER M	05/18/2023	\$5,206.14
00022983	E04804	LADD, LAUREN M	05/18/2023	\$2,171.77
00022984	E04857	LANG, MICHAEL J	05/18/2023	\$4,340.17
00022985	E03511	LAZENBY, NICHOLAS A	05/18/2023	\$4,447.04
00022986	E04877	LE, BAO TINH THI	05/18/2023	\$2,012.72
00022987	E04021	LEE, RAPHAEL M	05/18/2023	\$4,445.60
00022988	E04970	LEIVA, EDUARDO C	05/18/2023	\$5,459.50
00022989	E03488	LEYVA, ERICK	05/18/2023	\$4,281.13
00022990	E04541	LINK, DEREK M	05/18/2023	\$3,864.97
00022991	E00030	LOERA JR, RAFAEL	05/18/2023	\$4,474.02
00022992	E05033	LOFFLER, CHARLES H	05/18/2023	\$5,853.82
00022993	E02645	LOPEZ, DAVID	05/18/2023	\$3,668.10
00022994	E05066	LORD, MARK A	05/18/2023	\$4,343.89

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00022995	E04581	LOWEN, BRADLEY A	05/18/2023	\$3,186.79
00022996	E04761	LUCATERO, JESSE A	05/18/2023	\$3,480.32
00022997	E00027	LUKAS, STEVEN W	05/18/2023	\$2,316.08
00022998	E04048	LUX, ROBERT D	05/18/2023	\$2,611.41
00022999	E03663	LUX, RYAN M	05/18/2023	\$4,413.10
00023000	E04772	LY, LINDALINH THU	05/18/2023	\$1,870.34
00023001	E04661	MACHUCA, ROBERTO	05/18/2023	\$3,735.66
00023002	E03752	MACY, TAYLOR A	05/18/2023	\$3,285.42
00023003	E04532	MANIACI, GIANLUCA F	05/18/2023	\$3,872.70
00023004	E04435	MARCHAND, MATTHEW P	05/18/2023	\$4,784.74
00023005	E01359	MARTINEZ JR, MARIO	05/18/2023	\$4,852.65
00023006	E04974	MARTINEZ, JUANITA PATRICIA	05/18/2023	\$2,547.62
00023007	E02792	MATA, RAQUEL D	05/18/2023	\$1,210.87
00023008	E04656	MAZON, JORGE L	05/18/2023	\$2,791.59
00023009	E02796	MCFARLANE, MARIA C	05/18/2023	\$2,229.26
00023010	E06761	MEEKS, REBECCA S	05/18/2023	\$3,156.68
00023011	E03826	MEERS, BRYAN J	05/18/2023	\$4,324.17
00023012	E02655	MENDOZA CAMPOS, MELISSA	05/18/2023	\$2,743.70
00023013	E04402	MERRILL, KENNETH E	05/18/2023	\$656.59
00023014	E03965	MIHALIK, DANNY J	05/18/2023	\$4,311.52
00023015	E04865	MORIN, LINDA M	05/18/2023	\$3,212.07
00023016	E04352	MORSE, JEREMY N	05/18/2023	\$4,372.87
00023017	E01940	MORTON, NATHAN D	05/18/2023	\$4,762.83
00023018	E04454	MOSER, MICHAEL A	05/18/2023	\$1,891.40
00023019	E03929	MURILLO JR, RAUL	05/18/2023	\$5,278.57
00023020	E04626	MURO, JASON M	05/18/2023	\$3,399.02
00023021	E04577	MUSCHETTO, PATRICK J	05/18/2023	\$2,047.58
00023022	E03422	NADOLSKI, THOMAS R	05/18/2023	\$2,568.75
00023023	E05084	NAKANO HITZKE, SARAH V	05/18/2023	\$0.00
00023024	E04111	NEELY, JACOB J	05/18/2023	\$2,226.41
00023025	E02813	NGUYEN, TRINA T	05/18/2023	\$1,919.02
00023026	E04540	NIKOLIC, ADAM C	05/18/2023	\$4,472.81
00023027	E05054	NUNEZ, BREANNE S	05/18/2023	\$2,188.53
00023028	E03350	OLIVO, JOSHUA T	05/18/2023	\$4,288.79
00023029	E04035	ORTIZ, STEVEN TRUJILLO	05/18/2023	\$2,986.65

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00023030	E03427	PANELLA, JOSEPH N	05/18/2023	\$4,553.77
00023031	E04910	PAQUA, BRANDON J	05/18/2023	\$2,342.14
00023032	E01948	PARK, BRANDY J	05/18/2023	\$2,874.75
00023033	E02995	PAYAN, CRISTINA V	05/18/2023	\$2,384.71
00023034	E00824	PAYAN, LUIS A	05/18/2023	\$4,932.03
00023035	E04843	PEREZ, EMMANUEL	05/18/2023	\$3,449.80
00023036	E00145	PERKINS, JASON S	05/18/2023	\$4,949.83
00023037	E04429	PHAM, PHILLIP H	05/18/2023	\$3,864.73
00023038	E06938	PLUARD, DOUGLAS A	05/18/2023	\$5,653.99
00023039	E03299	POLOPEK, COREY T	05/18/2023	\$3,815.66
00023040	E05050	QUANG, DENNIS	05/18/2023	\$2,425.45
00023041	E04788	QUIROZ, LUIS A	05/18/2023	\$2,004.70
00023042	E05100	RAABE, MATTHEW A	05/18/2023	\$2,559.84
00023043	E03967	RAMIREZ OROZCO, SINDY	05/18/2023	\$3,162.97
00023044	E04955	RAMIREZ, KAYLYN C	05/18/2023	\$2,176.93
00023045	E03390	RAMIREZ, LUIS F	05/18/2023	\$3,987.08
00023046	E05021	RAMIREZ, TERRA M	05/18/2023	\$3,073.29
00023047	E05049	RAMOS, DAVID N	05/18/2023	\$2,682.77
00023048	E04914	RAMOS, RODOLFO B	05/18/2023	\$537.53
00023049	E03217	RANEY, JOHN E	05/18/2023	\$5,435.94
00023050	E04941	RASMUSSEN, TRENTON L	05/18/2023	\$2,023.12
00023051	E04659	REED, THOMAS S	05/18/2023	\$3,957.39
00023052	E03486	REYES, RON A	05/18/2023	\$3,287.45
00023053	E04911	RICHARDS, BRYANT D	05/18/2023	\$2,257.19
00023054	E04437	RICHMOND, RYAN R	05/18/2023	\$4,184.92
00023055	E04860	ROCHA, RUDY A	05/18/2023	\$720.76
00023056	E04738	RODRIGUEZ, DANIEL	05/18/2023	\$3,095.14
00023057	E04082	RODRIGUEZ, JENNIFER M	05/18/2023	\$2,474.01
00023058	E05001	RODRIGUEZ, RYAN ELIJAH	05/18/2023	\$2,790.26
00023059	E04438	ROGERS, CHRISTIN E	05/18/2023	\$3,651.47
00023060	E04385	ROJAS, ASHLEY C	05/18/2023	\$2,220.29
00023061	E04507	ROMBOUGH, JENNIFER V	05/18/2023	\$2,105.68
00023062	E04552	RUZIECKI, ERIC T	05/18/2023	\$3,681.76
00023063	E02845	SALAZAR, SEAN M	05/18/2023	\$3,341.02
00023064	E04845	SALGADO JR., ALFREDO	05/18/2023	\$2,409.89

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00023065	E03297	SAMOFF, TANYA L	05/18/2023	\$2,857.38
00023066	E02646	SANTANA, LINO G	05/18/2023	\$8,726.98
00023067	E05086	SEELY, BRITTANY L	05/18/2023	\$451.61
00023068	E03035	SEYMOUR, SUSAN A I	05/18/2023	\$2,627.32
00023069	E04282	SHELGREN, CHRISTOPHER M	05/18/2023	\$4,793.78
00023070	E04616	SHIPLEY, AARON T	05/18/2023	\$2,604.15
00023071	E02937	SHORROW, NICOLE D	05/18/2023	\$3,229.57
00023072	E04864	SILVA, LEVI JOENIEL	05/18/2023	\$2,341.31
00023073	E04576	SIMONS, SHAYLEN L	05/18/2023	\$2,720.32
00023074	E04934	SLETTVET, HEATHER P	05/18/2023	\$3,265.74
00023075	E02587	SOSEBEE, DANNY J	05/18/2023	\$2,376.65
00023076	E03563	SPELLMAN, MARSHA D	05/18/2023	\$3,147.04
00023077	E04500	STAAL, GAREY D	05/18/2023	\$3,650.89
00023078	E03218	STARNES, CHARLES W	05/18/2023	\$8,292.02
00023079	E03761	STEPHENSON III, ROBERT M	05/18/2023	\$9,405.24
00023080	E04584	STROUD, BRIAN T	05/18/2023	\$4,477.94
00023081	E02979	TESSIER, PAUL M	05/18/2023	\$3,860.15
00023082	E04449	TRAN, SPENCER T	05/18/2023	\$2,695.52
00023083	E02982	VAICARO, VINCENTE J	05/18/2023	\$4,608.36
00023084	E03053	VALENCIA, EDGAR	05/18/2023	\$3,760.93
00023085	E04667	VAUGHN, CALEB I	05/18/2023	\$465.18
00023086	E04977	VAZQUEZ, BRIAN M	05/18/2023	\$668.41
00023087	E04434	VELLANOWETH, KIMBRA S	05/18/2023	\$2,282.41
00023088	E04903	VIGIL, DANIEL C	05/18/2023	\$2,490.26
00023089	E03022	VU, TUONG-VAN NGUYEN	05/18/2023	\$2,829.15
00023090	E04730	VU, TYLER D	05/18/2023	\$60.40
00023091	E01905	WAINWRIGHT, JONATHAN B	05/18/2023	\$4,699.21
00023092	E03220	WARDLE, DENNIS	05/18/2023	\$3,486.78
00023093	E03213	WARDLE, SANTA	05/18/2023	\$2,294.44
00023094	E04758	WEYKER, CHRYSTAL L	05/18/2023	\$1,862.45
00023095	E03930	WHITNEY, CHERYL L	05/18/2023	\$2,250.07
00023096	E03305	WIMMER, ROYCE C	05/18/2023	\$6,288.54
00023097	E04762	WREN, DANIELLE E	05/18/2023	\$2,915.33
00023098	E04763	WRIGHT, SARAH A	05/18/2023	\$2,705.95
00023099	E04856	XU, DUO	05/18/2023	\$2,479.69

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00023100	E03543	YELENSKY, SHANNON M	05/18/2023	\$1,872.01
00023101	E04156	YERGLER, JOHN J	05/18/2023	\$4,478.59
00023102	E04722	YNIGUEZ, COLE A	05/18/2023	\$2,849.19
00023103	E09942	YOUNG, DAVID C	05/18/2023	\$800.32
00023104	E01978	ZMIJA, ADAM D	05/18/2023	\$3,699.99
00023105	E04517	AGUIRRE, ALFRED J	05/18/2023	\$3,699.46
00023106	E01626	AGUIRRE, ANSELMO	05/18/2023	\$2,140.99
00023107	E04451	AGUIRRE, ANTHONY U	05/18/2023	\$370.85
00023108	E05087	ALVAREZ, CARLOS J	05/18/2023	\$1,729.11
00023109	E04631	ANDREI, IOAN	05/18/2023	\$1,190.17
00023110	E04678	BABINSKI IV, SYLVESTER A	05/18/2023	\$2,006.81
00023111	E04336	BECERRA, RODOLPHO M	05/18/2023	\$2,187.82
00023112	E04972	BECERRA-SAMANIEGO JR, GABRIEL	05/18/2023	\$1,863.01
00023113	E01255	BOS, MICHAEL C	05/18/2023	\$2,256.73
00023114	E04650	BUCHLER, RAYMOND A	05/18/2023	\$1,729.43
00023115	E01584	CANDELARIA, DANIEL J	05/18/2023	\$4,557.75
00023116	E04300	CANO, EDGAR A	05/18/2023	\$2,512.17
00023117	E03828	CANTRELL, JEFFREY G	05/18/2023	\$2,908.19
00023118	E05063	CARRILLO, GEORGE	05/18/2023	\$2,478.44
00023119	E03811	CARRISOZA, ALBERT J	05/18/2023	\$2,398.71
00023120	E00916	CARTER, PHILLIP J	05/18/2023	\$3,457.11
00023121	E04869	CHAVEZ, DAMIAN JESUS	05/18/2023	\$753.96
00023122	E04551	CONTRERAS, GABRIELA R	05/18/2023	\$2,530.87
00023123	E03518	COTTON, JULIE T	05/18/2023	\$1,821.59
00023124	E03807	DE LA ROSA, VINCENT L	05/18/2023	\$3,245.25
00023125	E03736	DIBAJ, KAMYAR	05/18/2023	\$3,501.78
00023126	E02515	DUVALL, RICK L	05/18/2023	\$2,652.92
00023127	E04514	ESPINOZA, ERIC M	05/18/2023	\$2,112.32
00023128	E03733	ESPINOZA, JULIA	05/18/2023	\$1,327.25
00023129	E05957	FERNANDEZ, ARYANA C	05/18/2023	\$532.29
00023130	E03405	FERNANDEZ, CECELIA A	05/18/2023	\$1,301.54
00023131	E04997	FLORES, ANTHONY	05/18/2023	\$778.51
00023132	E04990	FLORES, MITCHELL C	05/18/2023	\$1,522.78
00023133	E05064	FOX, LUCAS	05/18/2023	\$739.36
00023134	E05037	GAINES, JEFFREY S	05/18/2023	\$830.04

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00023135	E05010	GALVAN, EDGAR	05/18/2023	\$0.00
00023136	E04754	GARCIA, ALICIA R	05/18/2023	\$1,610.04
00023137	E04677	GIROUARD, CASEY G	05/18/2023	\$1,675.58
00023138	E04629	GOMEZ, DIANA	05/18/2023	\$1,079.97
00023139	E03341	GONZALEZ, JORGE	05/18/2023	\$1,255.97
00023140	E03400	GREENE, MICHAEL R	05/18/2023	\$2,369.29
00023141	E03685	GUZMAN, JESSE	05/18/2023	\$2,358.70
00023142	E04299	HANSEN, AARON R	05/18/2023	\$2,046.85
00023143	E03523	HARO, GLORIA A	05/18/2023	\$1,244.89
00023144	E03759	HERNANDEZ, HERMILO	05/18/2023	\$1,472.36
00023145	E04622	HOFER, ALICIA M	05/18/2023	\$2,222.94
00023146	E02874	HOLMON III, ALBERT J	05/18/2023	\$4,021.90
00023147	E04347	HSIEH, NICOLAS C	05/18/2023	\$3,601.46
00023148	E03588	HUYNH, HUY HOA	05/18/2023	\$2,399.32
00023149	E04831	ILFELD, MATTHEW D	05/18/2023	\$1,960.53
00023150	E01907	JACOT, ROSEMARIE	05/18/2023	\$2,317.96
00023151	E04296	JOHNSON, ERIC W	05/18/2023	\$1,700.55
00023152	E04979	JURADO, MICHAEL	05/18/2023	\$1,346.59
00023153	E04470	KAYLOR, BRENT	05/18/2023	\$2,678.57
00023154	E04728	KHALIL, MARK M	05/18/2023	\$2,172.90
00023155	E04382	KWIATKOWSKI, BRYAN D	05/18/2023	\$1,949.57
00023156	E02852	LADNEY, MARK W	05/18/2023	\$2,906.75
00023157	E04769	LAMAS, LEONEL A	05/18/2023	\$1,058.38
00023158	E03813	LEWIS, SHAN L	05/18/2023	\$3,205.05
00023159	E03301	LEYVA, RAUL	05/18/2023	\$3,164.38
00023160	E05065	LOMELI, JONATHAN	05/18/2023	\$567.33
00023161	E05006	MARQUEZ, STEVEN ADAM	05/18/2023	\$1,399.16
00023162	E05364	MARU, NAVIN B	05/18/2023	\$3,507.98
00023163	E04665	MEJIA, DIEGO A	05/18/2023	\$2,136.11
00023164	E03493	MENDEZ, RIGOBERTO	05/18/2023	\$2,737.04
00023165	E04998	MENDOZA, LAURA	05/18/2023	\$1,014.27
00023166	E04724	MOORE, DOUGLAS A	05/18/2023	\$2,672.72
00023167	E04827	MORELAND, ANDREW J	05/18/2023	\$1,670.59
00023168	E04222	MOSS, DANIEL C	05/18/2023	\$1,572.44
00023169	E01243	MURRAY JR, WILLIAM E	05/18/2023	\$7,618.36

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00023170	E04634	NAVARRO, JUAN C	05/18/2023	\$2,910.18
00023171	E04969	ORNELLAS, MICHAEL	05/18/2023	\$1,850.68
00023172	E03378	ORTIZ, STEVEN T	05/18/2023	\$2,956.59
00023173	E04999	ORTUNO, ANIBAL	05/18/2023	\$2,040.04
00023174	E03754	PINKSTON, RICHARD L	05/18/2023	\$2,570.91
00023175	E04567	POWELL, AUSTIN H	05/18/2023	\$2,720.78
00023176	E03799	QUIROZ, ROLANDO	05/18/2023	\$2,663.34
00023177	E05031	RAMIREZ, AACIN	05/18/2023	\$2,059.82
00023178	E04572	REED, MELVIN P	05/18/2023	\$2,031.47
00023179	E02058	REYES, DELFRADO C	05/18/2023	\$1,320.07
00023180	E04295	ROBLES, RAFAEL	05/18/2023	\$1,914.29
00023181	E04563	RODRIGUEZ, ADRIANNA M	05/18/2023	\$1,245.58
00023182	E05004	RUELAS, SERGIO	05/18/2023	\$1,634.88
00023183	E04289	SALDIVAR, RICARDO	05/18/2023	\$1,357.34
00023184	E04505	SANTOS, MICHAEL F	05/18/2023	\$3,917.39
00023185	E04836	SOTO, WILLIAM A	05/18/2023	\$1,823.16
00023186	E05089	STAIR, DEAN T	05/18/2023	\$1,014.14
00023187	E03091	SUDDUTH, STEPHEN D	05/18/2023	\$3,169.68
00023188	E01625	TAPIA, LUIS A	05/18/2023	\$2,973.08
00023189	E04756	TARIN, ALEXIS P	05/18/2023	\$2,235.74
00023190	E03239	TAUANU U, STEVE J	05/18/2023	\$2,231.87
00023191	E04773	THURMAN JR, EDWIN O	05/18/2023	\$1,079.03
00023192	E08679	THURMAN, RODERICK	05/18/2023	\$1,946.43
00023193	E04825	TRUJILLO, JOSEPH E	05/18/2023	\$1,691.65
00023194	E02482	UPHUS, MARK P	05/18/2023	\$4,572.83
00023195	E03681	VASQUEZ, JOSE A	05/18/2023	\$4,026.12
00023196	E02942	VERA, EVARISTO	05/18/2023	\$2,100.90
00023197	E03727	VERGARA NEAL, ANA G	05/18/2023	\$2,978.88
00023198	E05093	VIRAMONTES, ALEXANDRA	05/18/2023	\$2,822.51
00023199	E01580	VU, DAI C	05/18/2023	\$4,542.38
00023200	E04362	VU, KHANG L	05/18/2023	\$3,325.68
00023201	E03414	WILLIAMS, HILLARD J	05/18/2023	\$0.00
00023202	E04006	WILLIAMS, RICHARD L	05/18/2023	\$2,503.47
00023203	E05023	YNIGUEZ, KARISSA N	05/18/2023	\$2,364.94
00023204	E03436	ZIEGLER, RICK S	05/18/2023	\$234.15

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00023205	E03917	ALLEN, CHRISTOPHER L	05/18/2023	\$72.59
00023206	E04163	AMBRIZ GARCIA, EDWARD D	05/18/2023	\$1,469.91
00023207	E04784	BANUELOS, ALEJANDRO	05/18/2023	\$2,441.72
00023208	E04063	BERGER, JAN	05/18/2023	\$2,537.10
00023209	E00651	BERMUDEZ, ROBERT P	05/18/2023	\$3,527.79
00023210	E03495	BLAS, VICTOR T	05/18/2023	\$3,215.90
00023211	E00070	CANNON, TIM P	05/18/2023	\$4,471.98
00023212	E04365	DAN, CARINA M	05/18/2023	\$2,516.27
00023213	E04440	DAVIS, RYAN H	05/18/2023	\$2,017.66
00023214	E03145	DE LA ROSA, FRANK X	05/18/2023	\$2,159.57
00023215	E03051	DIEMERT, RONALD W	05/18/2023	\$2,758.34
00023216	E02718	ESCOBAR, CHRIS N	05/18/2023	\$2,863.05
00023217	E03688	GLENN, JEREMY J	05/18/2023	\$1,995.54
00023218	E01618	GOMEZ, JOSE	05/18/2023	\$3,192.05
00023219	E02701	GONZALEZ, ALEJANDRO	05/18/2023	\$3,235.72
00023220	E03763	GRIFFIN, LARRY	05/18/2023	\$2,703.60
00023221	E04828	GUERRERO, MICHAEL V	05/18/2023	\$1,801.09
00023222	E04018	HAENDIGES, ROBERT A	05/18/2023	\$2,886.31
00023223	E03575	HART, RYAN S	05/18/2023	\$3,005.36
00023224	E03701	HAYES, WALTER B	05/18/2023	\$3,614.19
00023225	E03399	HOWENSTEIN, FRANK D	05/18/2023	\$2,775.05
00023226	E03406	HUY, EDWARD A	05/18/2023	\$2,247.47
00023227	E04782	JIN, LIYAN	05/18/2023	\$2,626.84
00023228	E03534	KIM, SAMUEL K	05/18/2023	\$4,037.42
00023229	E03254	KIRZHNER, ALLEN G	05/18/2023	\$2,742.54
00023230	E05095	LALLY, JASON T	05/18/2023	\$2,255.14
00023231	E03988	LI, REBECCA PIK KWAN	05/18/2023	\$4,113.06
00023232	E02063	MA AE, DAVID	05/18/2023	\$2,203.50
00023233	E03249	MANSON, RAQUEL K	05/18/2023	\$2,844.13
00023234	E04837	MARTINEZ, ALFREDO	05/18/2023	\$1,987.11
00023235	E02124	MEISLAHN, TYLER	05/18/2023	\$2,158.04
00023236	E04403	MONTGOMERY, JESSE K	05/18/2023	\$2,378.92
00023237	E04707	MORRIS, JUSTIN M	05/18/2023	\$2,057.61
00023238	E03590	MOYA JR, STEVEN J	05/18/2023	\$2,466.20
00023239	E03519	MURAD, BASIL G	05/18/2023	\$2,589.67

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates May 18, 2023

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00023240	E03144	NATLAND, KIRK L	05/18/2023	\$1,622.56
00023241	E04291	NGUYEN, DUC TRUNG	05/18/2023	\$2,320.37
00023242	E04904	NGUYEN, LISA	05/18/2023	\$449.88
00023243	E03221	NICOLAE, CORNELIU	05/18/2023	\$4,552.47
00023244	E04210	NUNES, BRANDON S	05/18/2023	\$1,942.88
00023245	E03923	ORNELAS, ANDREW I	05/18/2023	\$2,645.34
00023246	E03582	ORTEGA, DAVID A	05/18/2023	\$2,889.96
00023247	E03578	PASILLAS, CELESTINO J	05/18/2023	\$3,139.53
00023248	E03170	PEARSON, WILLIAM F	05/18/2023	\$2,543.88
00023249	E04805	POLIDORI, JESSICA J	05/18/2023	\$3,613.40
00023250	E02500	PORRAS, STEPHEN	05/18/2023	\$3,783.72
00023251	E07590	RUITENSCHILD, LES A	05/18/2023	\$3,503.21
00023252	E03926	RUIZ, JONATHAN	05/18/2023	\$3,125.10
00023253	E07690	SANTOS, ALEXIS	05/18/2023	\$2,113.01
00023254	E07692	SARMIENTO, ADRIAN M	05/18/2023	\$2,736.25
00023255	E04956	SON, TOMMY T	05/18/2023	\$2,083.64
00023256	E04301	TALAMANTES JR, ALBERT	05/18/2023	\$4,342.94
00023257	E04121	TRAN, MINH K	05/18/2023	\$2,512.94
00023258	E08881	VALENZUELA, ALEJANDRO N	05/18/2023	\$4,473.87
00023259	E01882	VIRAMONTES, JESSE	05/18/2023	\$1,930.09
00023260	E04195	WOLLAND, RONALD J	05/18/2023	\$1,793.76
00023261	E09940	YERGENSEN, VICTOR K	05/18/2023	\$4,046.60
00023262	E09954	ZAVALA, JOHN	05/18/2023	\$2,622.37
00023263	E00740	BLODGETT, GREG	05/18/2023	\$4,158.65
00023264	E01338	CARRENO, SHAUNA J	05/18/2023	\$2,220.50
00023265	E03808	CHENG, ALANA R	05/18/2023	\$3,588.18
00023266	E03353	COVARRUBIAS, MONICA	05/18/2023	\$3,760.82
00023267	E03697	GUERRERO, PAUL	05/18/2023	\$3,593.43
00023268	E04750	HO, VY D	05/18/2023	\$1,879.10
00023269	E04096	HUYNH, DANNY	05/18/2023	\$5,131.93
00023270	E02612	KLOESS, VILMA C	05/18/2023	\$2,867.45
00023271	E01949	LE, IVY	05/18/2023	\$2,354.99
00023272	E05092	LE, LINH D	05/18/2023	\$2,185.99
00023273	E01280	LE, TAMMY	05/18/2023	\$1,701.59
00023274	E03617	LEE, GRACE E	05/18/2023	\$2,878.17

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00023275	E05828	MIDDENDORF, LINDA	05/18/2023	\$3,342.45
00023276	E02895	MOURE, SVETLANA	05/18/2023	\$2,486.82
00023277	E04948	NGUYEN, HOAI THUONG H	05/18/2023	\$1,656.04
00023278	E03255	NGUYEN, PHUONG VIEN T	05/18/2023	\$2,260.99
00023279	E02560	NGUYEN, QUANG	05/18/2023	\$2,760.47
00023280	E01286	NGUYEN, TINA T	05/18/2023	\$2,176.89
00023281	E03541	PHI, THYANA T	05/18/2023	\$2,803.44
00023282	E05106	ROMERO, ALEX	05/18/2023	\$1,872.42
00023283	E04408	THRONE, TIMOTHY E	05/18/2023	\$2,302.83
00023284	E02543	TO, TANYA L	05/18/2023	\$1,696.07
00023285	E01971	TRAN, CUONG K	05/18/2023	\$2,435.31
00023286	E02056	TRUONG, ELAINE	05/18/2023	\$1,839.20
00023287	E02562	VO, THANH-NGUYEN	05/18/2023	\$1,859.94
00023288	E05104	YANG, DAEUN	05/18/2023	\$2,144.44
			EFT - Total	\$1,621,974.31
			Overall - Total	\$1,633,460.98

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	City Manager	Dept.:	Community & Economic Development
Subject:	Adoption of a Resolution confirming the Garden Grove Tourism Improvement District Advisory Board Report and levying an assessment for Fiscal Year 2023-24. (<i>Action Item</i>)		
		Date:	5/23/2023

OBJECTIVE

For City Council to hold a public hearing and adopt the attached Resolution confirming the Annual Report of the Garden Grove Tourism Improvement District and levying the assessment for Fiscal Year 2023-24 for the Garden Grove Tourism Improvement District.

BACKGROUND

The Garden Grove Tourism Improvement District ("GGTID") was established by the Garden Grove City Council in accordance with the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code Section 36500 et seq., (the "Law") through the adoption of Resolution No. 9009-10 on August 24, 2010, and Ordinance No. 2782 on October 26, 2010. The purpose of the GGTID is to provide revenue to defray the costs of advertising and marketing efforts designed to increase overnight stays, construction and maintenance of improvements, and other services, activities and programs that promote and encourage tourism within the GGTID, which benefit the operators of hotels paying assessments through the promotion of scenic, recreational, cultural and other attractions.

The GGTID includes the hotels along Harbor Boulevard from the boundary with Anaheim to Garden Grove Boulevard, and is divided into two (2) separate benefit zones:

1. Tier I includes the hotels north of Lampson Avenue that are subject to an assessment of up to two and one-half percent (2.5%) of gross rent charged per room occupancy per night. There are currently nine (9) hotels in Tier I.
2. Tier II encompasses those hotels south of Lampson Avenue that are subject to an assessment of up to one-half percent (0.5%) of gross rent charged per room occupancy per night. There is currently one hotel in Tier II, The Great Wolf Lodge Southern California.

Pursuant to the Law and the Ordinance, the City Council is required to levy the GGTID assessment annually, based on the recommendations set forth in the annual report of the GGTID Advisory Board. At its meeting on May 9, 2023, the City Council received the Annual Report for FY 2023-24 from the GGTID Advisory Board and adopted a Resolution approving

the annual report, declaring its intention to levy and collect an annual assessment for FY 2023-24, and set the public hearing on May 23, 2023, for the annual report and proposed assessment.

DISCUSSION

The GGTID Advisory Board annual report for FY 2023-24 contains a proposed budget for use of the anticipated assessment revenues for the year and proposes no changes (i) to the boundaries of the GGTID, (ii) in the GGTID improvements and activities authorized by Resolution No. 9009-10 and Ordinance No. 2782, or (iii) in the amount of the annual assessment or the method and basis for the levying the assessment. The GGTID Advisory Board is recommending that the annual assessments for FY 2023-24 continue to be two and one-half percent (2.5%) of the gross rent charged by the operator per room per night for all transient occupancy for each visitor accommodation facility in Tier I and (ii) one-half percent (0.5%) of the gross rent charged by the operator per room per night for all transient occupancy for each visitor accommodation facility in Tier II. On February 22, 2011, the City Council approved an agreement with the Anaheim/Orange County Visitor & Convention Bureau ("VCB"), pursuant to which, approximately 80% of the GGTID assessment revenue collected is allocated to the VCB to fund collective tourism marketing efforts or retained by the City for future Harbor Boulevard median improvements and a future transit system.

The remaining (approximately 20%) of the GGTID assessment would be allocated to fund specific improvements along Harbor Boulevard and other tourism promotion activities in Garden Grove in accordance with the budget included in the annual report. These funds are administered by the Garden Grove Tourism Promotion Corporation ("GGTPC") pursuant to an agreement with the Garden Grove Tourism Promotion Corporation approved by the City Council on September 27, 2011. Before the annual assessment can actually be levied on the affected visitor accommodation facilities for the next fiscal year, the City Council must conduct a Public Hearing to hear and consider all protests against the levying of proposed assessments for FY 2023-24 and/or other matters provided in the annual report submitted by the GGTID Advisory Board. Notice of the Public Hearing in the form of the Resolution of Intention adopted at the May 9, 2023 meeting was published eleven (11) days before the hearing and mailed to each visitor accommodation facility subject to the proposed assessment in accordance with the Law.

After conducting the Public Hearing, the City Council may take one of the following actions:

1. Terminate proceedings if written protests are received from the owners of the businesses in the GGTID that will pay fifty percent (50%) or more of the assessments proposed to be levied (a "majority protest"). If a majority protest is received, no further proceedings to levy the proposed assessment may be taken for a period of one (1) year from the date of the finding of a majority protest by the City Council. If the majority protest is against the furnishing of a specified type or types of improvement or activity within the area, those types of improvements or activities must be eliminated.
2. Order changes in any of the matters provided in the annual report, including changes in the proposed assessments and/or the proposed improvements and activities to be funded with the revenues derived from the levy of assessments. If changes are ordered, a notice for a new Public Hearing will be required before the City Council could adopt a Resolution confirming the annual report as modified and levying the assessment.
3. Adopt the proposed Resolution confirming the annual report as originally submitted and levying the assessment on those visitor accommodation facilities within the boundaries of the GGTID for the 2023-24 Fiscal Year, commencing July 1, 2023, and continuing through June 30, 2024.

FINANCIAL IMPACT

It is estimated that the FY2023-24 annual GGTID assessment will generate approximately \$3.0 million in revenues for local tourism promotion efforts. Most of these funds will be administered by the VCB and the GGTPC. Any actual administrative costs incurred by the City in relation to the GGTID will be reimbursed through assessment revenues, up to a percentage cap of assessments collected. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public hearing for the proposed annual levy of assessment and other matters provided in the annual report submitted by the GGTID Advisory Board;
- Receive the report from the City Clerk regarding protests received; and
- Assuming that there is no majority protest, adopt the Resolution confirming the Garden Grove Tourism Improvement District Advisory Board Report, and levying the assessment for the Garden Grove Tourism Improvement District for Fiscal Year 2023-24.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	5/11/2023	Resolution	05232023_FY_2023-24_GGTID_RESOLUTION.pdf
FY 2023-24 GGTPC Budget	5/11/2023	Backup Material	Updated_GGTPC_Budget_for_FY2023-24.pdf
FY 2023-24 VCB Budget	5/11/2023	Backup Material	Visit_Anaheim_FY2023-24_FUNDING_BREAKDOWN.pdf
FY 2023-24 GGTID Advisory Board Annual Report	5/11/2023	Backup Material	FY2023-24_GARDEN GROVE TOURISM IMPROVEMENT DISTRICT ADVISORY BOARD REPORT.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE CONFIRMING THE ANNUAL REPORT OF THE GARDEN GROVE TOURISM IMPROVEMENT DISTRICT ADVISORY BOARD AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-24 FOR THE GARDEN GROVE TOURISM IMPROVEMENT DISTRICT

WHEREAS, the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code Section 36500 et seq., (the "Law") authorizes cities to establish parking and business improvement areas for the purpose of funding certain improvements and activities, including the promotion of tourism, through assessments upon the businesses that benefit from those improvements and activities and to levy an assessment upon businesses within a parking and business improvement area, which is in addition to any assessments, fees, charges, or taxes imposed in the City;

WHEREAS, the Garden Grove Tourism Improvement District (GGTID) was established October 26, 2010 by City Council adoption of Ordinance No. 2782; and

WHEREAS, in accordance with Section 36533 of the Law, the GGTID Advisory Board has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, a report for Fiscal Year 2023-24 in connection with the proposed levy of an assessment against visitor accommodation facilities within the GGTID for Fiscal Year 2023-24 (the "Annual Report"); and

WHEREAS, On May 9, 2023, the City adopted a Resolution No. 9786-23 approving the Annual Report and declaring its intention to levy assessment for Fiscal Year 2023-24 for the GGTID; and

WHEREAS, Pursuant to the law on May 23, 2023 the City Council conducted a Public Hearing concerning the Annual Report and the levy of assessments for the GGTID for Fiscal Year 2023-24 at the Community Meeting Center, located at 11300 Stanford Avenue, Garden Grove, California; and

WHEREAS, the City Council has heard and considered all protest, both written and oral, and hereby determines there was not a majority protest within the meaning of Section 36525 of the Law.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY RESOLVES, DETERMINES, AND FINDS AS FOLLOWS:

SECTION 1. The recitals set forth herein are true and correct.

SECTION 2. The City Council confirms its adoption of the Garden Grove Garden Grove City Council Resolution No. 9786-23, approving the Annual Report, which describes the boundaries of the GGTID and identifies the assessment to be

levied and collected to pay the costs of improvements and activities described in the report, in the same form as originally submitted and approved on May 9, 2023.

SECTION 3. The boundaries of the GGTID generally include certain real property within that area of Garden Grove fronting, bordering, or near Harbor Boulevard from the City of Anaheim to Garden Grove Boulevard. The GGTID is divided into two (2) separate zones: (i) Tier I, which includes that real property within the GGTID north of Lampson Avenue, and (ii) Tier II, which includes that real property within the GGTID south of Lampson Avenue. A map showing the precise area and boundaries of the GGTID and the two benefit zones is on file with the Garden Grove City Clerk.

SECTION 4. In accordance with the Annual Report, the annual assessments of Fiscal Year 2023-24 shall continue to be two and one-half percent (2.5%) of the gross rent charged by the operator per room occupancy per night for all Transient Occupancies for each Visitor Accommodation Facility in Tier I and one-half percent (0.5%) of the gross rent charged by the operator per room occupancy per night for all Transient Occupancies for each Visitor Accommodation Facility in Tier II.

SECTION 5. Pursuant to the Parking and Business Improvement Area Law of 1989, the adoption of this Resolution shall constitute the levy of assessments on those visitor accommodation facilities within the boundaries of the Garden Grove Tourism Improvement District (GGTID) for the 2023-24 Fiscal Year, commencing July 1, 2023, through June 30, 2024.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Garden Grove on this ____ day of May, 2023.

Steve Jones, Mayor

ATTEST:

Teresa Pomeroy, City Clerk

GGTPC
Budget FY 2023-24



G.G.T.P.C

Garden Grove Tourism Promotion Corporation

GGTID Budget		
FY 2023-24 Estimated Revenue		\$ 574,334
FY 2022-23 Budget Carry Over		\$ 100,000
FY 2023-24 Total Revenue		\$ 674,334
Expenses:	%	Budget
Advertising/Marketing/Website	5%	\$ 33,717
Resort Area Improvements	3%	\$ 20,230
Economic Development	2%	\$ 13,487
Sponsorships	2%	\$ 13,487
Private Security	36%	\$ 242,760
Harbor Boulevard		
Maintenance/Utilities/Repairs/Landscape	39%	\$ 262,990
Related Studies/Consultants	2%	\$ 13,487
City Admin Fees (per Agreement)	3%	\$ 20,230
Reserve	4%	\$ 26,973
Administrative/Accounting/Auditing (per Agreement)	4%	\$ 26,973
Total Budget	100%	\$ 674,334

**Anaheim VCB
Garden Grove TID Budget
2023-24**



STATEMENT OF EXPENSE SUMMARY		STATEMENT OF EXPENSE SUMMARY	
MARKETING/TOURISM		CONVENTION/MEETING SALES	
Budget Highlights - Marketing/Tourism		Budget Highlights - Convention Sales	
New Marketing Campaign	\$ 175,000	Solicitation, Travel, Promotions	\$ 400,000
M & C Advertising	\$ 75,000	Client Events	\$ 150,000
Industry Partnerships	\$ 45,000	Sports	\$ 75,000
Research	\$ 50,000	Exhibits Attend	\$ 135,000
Collateral (Sales Tools)	\$ 100,000	Restricted Reserves to Host Industry Events	\$ 135,000
Exhibiting	\$ 125,000	Subsidy to offset costs for groups	\$ 150,000
Promotion & Travel	\$ 60,000		
Web Development - Technology	\$ 75,000	Director, ,Convention sales Easter Region*	x
Co-Op Promotions	\$ 75,000	*Manager, Meeting Sales Eastern Region	X
Marketing Manager	\$ 95,000	Salaries & Related Costs	\$ 250,000
Salaries & Related Costs	\$ 120,000		
Total Marketing Expense	\$ 995,000	Total Convention Sales Expense	\$ 1,295,000
		*NEW HIRES PLANNED FOR 2023-24	
Total GGTID		Total Expense	\$ 2,290,000

GARDEN GROVE TOURISM IMPROVEMENT DISTRICT ADVISORY BOARD REPORT

The Garden Grove Tourism Improvement District (GGTID) was established by the Garden Grove City Council in accordance with the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code section 36500 et seq., (the "Law") through the adoption of Resolution No. 9009-10 on August 24, 2010, and Ordinance No. 2782 on October 26, 2010.

The purpose of the GGTID is to provide revenue to defray the costs of advertising and marketing efforts designed to increase overnight stays in the GGTID, for construction and maintenance of improvements in the GGTID, and to provide other services, activities, and programs that promote and encourage tourism within the GGTID, which will benefit the Operators of Visitor Accommodation Facilities paying assessments through the promotion of scenic, recreational, cultural, and other attractions.

Pursuant to Ordinance No. 2782, the Board of Directors of the Garden Grove Tourism Promotion Corporation, a California non-profit mutual benefit corporation, serves as the GGTID Advisory Board. In accordance with Ordinance No. 2782 and California Streets and Highways Code Section 36533, the Advisory Board is required to annually prepare and submit to the City, a report for the upcoming fiscal year, which is required to contain the following:

1. Any proposed changes in the boundaries of the GGTID or the benefit zones within the GGTID.
2. The GGTID improvements and activities to be provided in the upcoming fiscal year from GGTID assessment revenues and/or any other contributions from sources other than GGTID assessment revenues.
3. An estimate of the cost of providing the GGTID improvements and the activities for the upcoming fiscal year.
4. The method and basis of levying the assessment in sufficient detail to allow each Visitor Accommodation Facility to estimate the amount of the assessment to be levied against the Visitor Accommodation Facility for the fiscal year, and any proposed changes to the method and basis of levying the assessment.
5. The amount of any surplus or deficit revenues to be carried over from the previous fiscal year.
6. The amount of any contributions to the GGTID to be made from sources other than assessments levied against the Visitor Accommodation Facilities.

1. CHANGES TO BOUNDARIES

The boundaries of the GGTID generally include certain real property within that area of Garden Grove fronting, bordering, or near Harbor Boulevard from the northern boundary of the City to Garden Grove Boulevard. The GGTID is divided into two (2) separate zones: (i) Tier I, which includes that real property within the GGTID north of Lampson Avenue, and (ii) Tier II, which includes that real property within the

GGTID south of Lampson Avenue. A map showing the precise area and boundaries of the GGTID and the two benefit zones is on file with the Garden Grove City Clerk.

No changes to boundaries of the GGTID are proposed.

2. IMPROVEMENTS & ACTIVITIES

- Marketing through our partnerships with Visit Anaheim, we developed targeted initiatives to promote and market Garden Grove areas as the premier Southern California leisure destination and strengthen its competitive positioning within the consumer and travel trade sectors. These programs are designed to be an extension of our partners' sales efforts. The programs offer a unique platform to promote the new hotel inventory, current and remodeled hotels and additions in dining, entertainment, and transportation infrastructure.
- Sidewalks, landscaping, bus shelters and palm tree lighting maintenance along the intersection of Harbor Boulevard from Harbor Boulevard and Chapman Avenue to Garden Grove Boulevard.
- Providing private security to enhance the safety of the Grove District.

3. ESTIMATED COST OF IMPROVEMENTS & ACTIVITIES

The attached Budgets show the estimated assessment revenues and costs for the GGTID for FY 2023-24.

Pursuant to an agreement between the City of Garden Grove and the VCB entered into on or about February 22, 2011, approximately eighty percent (80%) of the net GGTID assessment revenues (i.e., 2.0% of the total 2.5% assessment in Tier I and 0.4% of the total 0.5% assessment in Tier II), will be allocated to Visit Anaheim to administer and use for marketing and promotion of tourism and conventions benefitting the Visitor Accommodation Facilities as part of the "Anaheim Resort District." For FY 2023-24, the City is retaining one half of one percent (0.5%) of gross rent charged for per room night occupied for transit or transportation system benefitting the GGTID. The first Budget shows the estimated GGTID assessment revenues to be allocated to Fiscal Year 2023-24 and the estimated costs of those categories of improvements and activities to be funded by this portion of the GGTID assessment revenues.

The remaining approximately twenty percent (20%) of the net GGTID assessment revenues will be allocated to improvements and activities within and to benefit, the GGTID other than those provided by Visit Anaheim. These funds are administered by the Garden Grove Tourism Promotion Corporation ("GGTPC") pursuant to an agreement with the City.

The second Budget shows this portion of the estimated GGTID assessment revenues for Fiscal Year 2023-24 and the estimated costs of those categories of improvements

and activities to be funded by this portion of the GGTID assessment revenues and any surplus assessment revenues carried over from Fiscal Year 2022-23.

4. METHOD AND BASIS FOR LEVYING THE ASSESSMENT

No change in the amount of the annual assessment for Fiscal Year 2023-24 or the method and basis for the levying the assessment is proposed.

It is recommended that the annual assessments for FY 2023-24 continue to be two and one-half percent (2.5%) of the gross rent charged by the Operator per room Occupancy per night for all Transient Occupancies for each Visitor Accommodation Facility in Tier I and (ii) one-half percent (0.5%) of the gross rent charged by the Operator per room Occupancy per night for all Transient Occupancies for each Visitor Accommodation Facility in Tier II.

In accordance with Ordinance No. 2782, the assessments shall be collected monthly, based on the applicable percentage of the amount of gross rent charged by the Operator per room Occupancy per night for all Transient Occupancies in the prior calendar month, in the same manner, and at the same frequency, as the City's Hotel Visitors Tax imposed pursuant to Chapter 12 of Title 3 of the Garden Grove Municipal Code.

5. PRIOR YEAR SURPLUS OR DEFICIT TO BE CARRIED OVER

It is estimated that there will be approximately \$100,000 in surplus assessment revenues from Fiscal Year 2022-23. It is recommended that these surplus assessment revenues be carried over to FY 2023-24 to fund the costs of the anticipated GGTID improvements and activities to be provided in Fiscal Year 2023-24, as more specifically delineated in the attached Budgets.

6. OTHER CONTRIBUTIONS

No contributions to the GGTID from sources other than the assessments levies are anticipated in Fiscal Year 2023-24.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award of contracts to: Wrench Rebel Collision, LLC, Caliber Bodyworks Inc. dba Caliber Collision Centers, and Wilson E. Guzman dba Sharp Auto Body and Paint for auto parts and labor for repair of City vehicles. (Cost: \$300,000) (<i>Action Item</i>)		
		Date:	5/23/2023

OBJECTIVE

For the City Council to award contracts to Wrench Rebel Collision, LLC, Caliber Bodyworks Inc. dba Caliber Collision Centers, and Wilson E. Guzman dba Sharp Auto Body and Paint for auto parts and labor for repair of City vehicles.

BACKGROUND

The Public Works Department Vehicle Maintenance Division is responsible for maintaining the City's fleet of vehicles and equipment. The fleet routinely requires various auto parts and labor to complete necessary maintenance and repairs. To avoid delays in the purchase and delivery of the required products and to meet the need of our customers in a timely manner, it is essential that Public Works have the ability to obtain these items and services from more than one vendor. The lowest priced contractor, Wrench Rebel Collision, will be designated as the primary vendor with a contract total of \$125,000, Caliber Bodyworks Inc. will be the second vendor utilized with a contract total of \$125,000, and due to the smaller shop size and lower volume of output of repairs, Sharp Auto Body will be the third vendor utilized with a contract total of \$50,000.

DISCUSSION

Specifications were prepared and sent to prospective bidders as required. Three (3) proposals were received and the results are as follows:

Total of Various

-

-

<u>Bidder</u>	<u>Labor Rates (Hourly)</u>	<u>Ford Explorer Parts</u>
–	–	–
Wrench Rebel Collision	\$385.00	\$4,352.71
Sharp Auto Body	\$582.00	\$4,161.01
Caliber Bodyworks Inc.	\$628.00	\$4,195.89

All bids were found to be responsive. The bid results are a sampling of the labor rates (body rate, paint rate, frame rate, structural rate, finish rate, and mechanical rate) and Ford parts used in this contract. The requesting department anticipates increased volume over the next five (5) years. Due to availability issues obtaining quotes for the services provided under this contract, it is necessary to provide blanket purchase orders for each of the three (3) vendors, Wrench Rebel Collision, Sharp Auto Body and Caliber Bodyworks Inc.

FINANCIAL IMPACT

The three proposed contracts for auto parts and labor acquisition total \$300,000. This amount is included in the Fleet Management Fund's existing operating budget. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Award contracts for miscellaneous auto parts and labor to: Wrench Rebel Collision, LLC in the amount of \$125,000; Caliber Bodyworks Inc. dba Caliber Collision Centers in the amount of \$125,000; and Wilson E. Guzman dba Sharp Auto Body and Paint in the amount of \$50,000; with four option years for a total of five years for each contract, to be reviewed annually by the City Manager; and
- Authorize the City Manager to execute the contracts, and option year contracts, on behalf of the City.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Auto Body Quotes	5/3/2023	Backup Material	Auto_Body_P.O._3_Vendors_5.23.pdf
Service contract Caliber	5/9/2023	Agreement	PROFESSIONAL_SERVICES_CONTRACT-Caliber_Bodyworks_Inc_FY24.pdf
Service contract Wrench			PROFESSIONAL_SERVICES_CONTRACT-

Rebel	5/9/2023	Agreement	Wrench_Rebel_Collision_FY24.pdf
Service contract Sharp	5/9/2023	Agreement	PROFESSIONAL_SERVICES_CONTRACT-Sharp_Autobody_FY24.pdf



Wrench Rebel Collision

From Custom To Collision!
wrenchrebelcollision@gmail.com
12796 Nutwood st, Garden Grove, CA 92840
Phone: (657) 667-0037

Workfile ID: f650c14d
PartsShare: 7h2ZXb
Federal ID: 85-2079294

Preliminary Estimate

Customer: GARDEN GROVE, CITY OF

Job Number:

Written By: Steven Alarcon

Insured: GARDEN GROVE, CITY OF
Type of Loss:
Point of Impact:

Policy #: QOUTE
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
GARDEN GROVE, CITY OF

Inspection Location:
Wrench Rebel Collision
12796 Nutwood st
Garden Grove, CA 92840
Repair Facility
(657) 667-0037 Business

Insurance Company:

VEHICLE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

VIN: 1FM5K8AB1NGA40516	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color:	Mileage Out:	
State:	Production Date:	Condition:	Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera

RADIO

AM Radio

FM Radio

Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

TRUCK

Trailer Hitch

Preliminary Estimate

Customer: GARDEN GROVE, CITY OF

Job Number:

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT LAMPS					
2	Repl	LT Headlamp assy w/o adaptive headlamps level 2 headlamps	MB5Z13008V	1	1,666.67	Incl.	
3		HOOD					
4	Repl	Hood (ALU)	LB5Z16612A	1	891.48	1.1	3.0
5		Add for Clear Coat					1.2
6		Add for Underside(Complete)					1.5
7		Add for Clear Coat					0.3
8		FENDER					
9	Repl	LT Fender w/o HEV	LB5Z16006A	1	291.58	2.7	2.0
10		Overlap Major Adj. Panel					-0.4
11		Add for Clear Coat					0.3
12		Add for Edging					0.5
13		Add for Clear Coat					0.1
14		FRONT DOOR					
15	Repl	LT Door shell	NB5Z7820125B	1	781.95	5.5	3.4
16		Overlap Major Adj. Panel					-0.4
17		Add for Clear Coat					0.6
18		REAR LAMPS					
19	Repl	LT Tail lamp assy level 1, 2	LB5Z13405F	1	721.03	0.3	
SUBTOTALS					4,352.71	9.6	12.1

ESTIMATE TOTALS

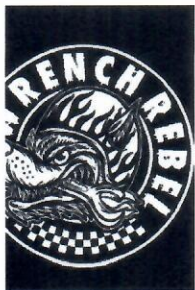
Category	Basis		Rate	Cost \$
Parts				4,352.71
Body Labor	9.6 hrs	@	\$ 50.00 /hr	480.00
Paint Labor	12.1 hrs	@	\$ 50.00 /hr	605.00
Paint Supplies	12.1 hrs	@	\$ 40.00 /hr	484.00
Subtotal				5,921.71
Sales Tax	\$ 4,836.71	@	8.7500 %	423.21
Grand Total				6,344.92
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				6,344.92

MyPriceLink Estimate ID / Quote ID:

1072525665741316096 / 121440193

XXXXXXX

XXXX



Wrench Rebel Collision

12796 Nutwood St, Garden Grove, CA 92840

Owner

Steven Alarcon

909-662-1975

Quote table

City of Garden Grove Labor Rates

Paint 50.00 HR

Labor 50.00 HR

Structural Labor 75.00 HR

Frame 70.00 HR

Aluminum repairs 125.00 HR

Mechanical 100.00 HR

Towing per invoice

REFINISH MATERIALS 40/HR



Sharp Automotive
sharpautobodykevin@gmail.com
10660 Stanford Ave, Garden Grove, CA 92840
Phone: (714) 636-6021

Workfile ID: 5ad2e855
PartsShare: 7k5Rft
Federal ID: 47-2861833

Preliminary Estimate

Customer: PUBLIC WORKS CITY OF GARDEN GROVE

Job Number:

Written By: Kevin

Insured: PUBLIC WORKS CITY OF
GARDEN GROVE

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 3

Point of Impact: 12 Front

Owner:

PUBLIC WORKS CITY OF GARDEN GROVE
13802 NEWHOPE ST
GARDEN GROVE, CA 92843
(714) 741-5556 Cell

Inspection Location:

Sharp Automotive
10660 Stanford Ave
Garden Grove, CA 92840
Repair Facility
(714) 636-6021 Business

Insurance Company:

VEHICLE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

VIN: 1FM5K8AB1NGA40516

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

TRUCK

Trailer Hitch

Preliminary Estimate

Customer: PUBLIC WORKS CITY OF GARDEN GROVE

Job Number:

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT LAMPS					
2	Repl	LT Headlamp assy w/o adaptive headlamps level 2 headlamps	MB5Z13008V	1	1,666.67	Incl.	
3		HOOD					
4	Repl	Hood (ALU)	LB5Z16612A	1	891.48	1.1	3.0
5		Add for Clear Coat					1.2
6		Add for Underside(Complete)					1.5
7		Add for Clear Coat					0.3
8	#	Add for Clear Coat		1			0.1
9		FENDER					
10	Repl	LT Fender w/o HEV	LB5Z16006A	1	291.58	2.7	2.0
11		Overlap Major Adj. Panel					-0.4
12		Add for Clear Coat					0.3
13		Add for Edging					0.5
14		Add for Clear Coat					0.1
15		FRONT DOOR					
16	*	LT Outer panel	LB5Z7820201A	1	590.25	6.8	2.4
17		Overlap Major Adj. Panel					-0.4
18		Add for Clear Coat					0.4
19		Add for Edging					0.5
20		Add for Clear Coat					0.1
21		Add for Inside					0.5
22	*	Add for Clear Coat					0.0
23		REAR LAMPS					
24	Repl	LT Tail lamp assy level 1, 2	LB5Z13405F	1	721.03	0.3	
SUBTOTALS					4,161.01	10.9	12.1

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			4,161.01
Body Labor	10.9 hrs @	\$ 71.00 /hr	773.90
Paint Labor	12.1 hrs @	\$ 71.00 /hr	859.10
Paint Supplies	12.1 hrs @	\$ 50.00 /hr	605.00
Subtotal			6,399.01
Sales Tax	\$ 4,766.01 @	8.7500 %	417.03
Grand Total			6,816.04

MyPriceLink Estimate ID / Quote ID:

1081244447372484608 / 122846062

SHARP AUTO BODY

10660 STANFORD AVE

GARDEN GROVE CA 92840

2023 Rates for City of Garden Grove Vehicle Repairs

Paint Labor \$71/Hr

Body Labor \$71/Hr

Structural Labor \$120/Hr

Frame Labor \$120/Hr

Mechanical Labor \$150/Hr

Refinish Materials \$50/Hr

CALIBER COLLISION

CALIBER - GARDEN GROVE
RESTORING THE RHYTHM OF YOUR LIFE
13051 Cannery Street, Garden Grove, CA 92844
Phone: (714) 537-7074
FAX: (714) 638-3452

Workfile ID: 16625429
Federal ID: 33-0730794
State EPA: CAL000379896
License Number: 302421
BAR: ARD299819

Preliminary Estimate

Customer: CITY OF GARDEN GROVE

Written By: Shaun Cho

Insured: CITY OF GARDEN GROVE
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #: PO# B230011
Days to Repair: 0

Owner:
CITY OF GARDEN GROVE
13802 NEWHOPE ST
PO BOX 3070
GARDEN GROVE, CA 92843
(714) 741-5556 Day

Inspection Location:
CALIBER - GARDEN GROVE
13051 Cannery Street
Garden Grove, CA 92844
Repair Facility
(714) 537-7074 Business

Insurance Company:
FLEET

VEHICLE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection BLACK

VIN: 1FM5K8AB1NGA40516
License:
State:

Interior Color:
Exterior Color: BLACK
Production Date:

Mileage In:
Mileage Out:
Condition:
Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Privacy Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
California Emissions

TRUCK

Trailer Hitch

Preliminary Estimate

Customer: CITY OF GARDEN GROVE

2022 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT LAMPS					
2	Repl	LT Headlamp assy w/o adaptive headlamps level 2 headlamps	MB5Z13008V	1	1,666.67	Incl.	
3		HOOD					
4	Repl	Hood (ALU)	LB5Z16612A	1	891.48	1.1	3.0
5		Add for Clear Coat					1.2
6		Add for Underside(Complete)					1.5
7		FENDER					
8	Repl	LT Fender w/o HEV	LB5Z16006A	1	291.58	2.7	2.0
9		Overlap Major Adj. Panel					-0.4
10		Add for Clear Coat					0.3
11		Add for Edging					0.5
12		Add for Clear Coat					0.1
13		FRONT DOOR					
14	Repl	LT Outer panel	LB5Z7820201A	1	625.13	6.8	2.4
15		Overlap Major Adj. Panel					-0.4
16		Add for Clear Coat					0.4
17		Add for Edging					0.5
18		Add for Clear Coat					0.1
19		Add for Inside					0.5
20		REAR LAMPS					
21	Repl	LT Tail lamp assy level 1, 2	LB5Z13405F	1	721.03	0.3	
SUBTOTALS					4,195.89	10.9	11.7

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				4,195.89
Body Labor	10.9 hrs	@	\$ 82.00 /hr	893.80
Paint Labor	11.7 hrs	@	\$ 82.00 /hr	959.40
Paint Supplies	11.7 hrs	@	\$ 60.00 /hr	702.00
Subtotal				6,751.09
Sales Tax	\$ 4,897.89	@	8.7500 %	428.57
Grand Total				7,179.66

MyPriceLink Estimate ID / Quote ID:

1080891700311760896 / 122610687

CALIBER COLLISION

RESTORING THE RHYTHM OF YOUR LIFE

Garden Grove 0071
13051 Cannery Street
Garden Grove, CA 92844
(714) 537-7074

BODY SHOP LABOR RATES FOR CITY OF GARDEN GROVE

Thursday, April 27, 2023

BODY LABOR	80
PAINT LABOR	80
STUCTURAL	121
FRAME	121
ALUMINUM	N/A
MECHANICAL	166
TOWING	N/A
REFINISH MATERIALS	60

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Caliber Bodyworks, Inc. dba Caliber Collision Centers**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide all parts, materials and labor for the repair of various City vehicles per Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** **Term and Termination** The initial term of the agreement shall be from full execution through June 30, 2024, with an option to extend said agreement an additional four (4) fiscal years, for a total performance period of five fiscal (5) years. Option years shall be exercised one (1) fiscal year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00), per fiscal year, payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

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

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Garage Keeper Liability in an amount of \$1,000,000.00 combined single limit: 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.
- (d) Garage Liability in an amount of \$1,000,000.00 combined single limit: Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY

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

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

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Caliber Bodyworks, Inc. dba Caliber Collision Centers
Attention: Edgar Paredes, General Manager
13051 Cannery Street
Garden Grove, CA 92844
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

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

\\\\\\

(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 Clerk

Date: _____

"CONTRACTOR"

Caliber Bodyworks, Inc.
dba Caliber Collision Centers

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Wrench Rebel Collision LLC**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide all parts, materials and labor for the repair of various City vehicles per Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** **Term and Termination** The initial term of the agreement shall be from full execution through June 30, 2024, with an option to extend said agreement an additional four (4) fiscal years, for a total performance period of five fiscal (5) years. Option years shall be exercised one (1) fiscal year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00), per fiscal year, payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

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

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Garage Keeper Liability in an amount of \$1,000,000.00 combined single limit: 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.
- (d) Garage Liability in an amount of \$1,000,000.00 combined single limit: Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY

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

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

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Wrench Rebel Collision LLC
Attention: Steven Alarcon, Owner
12796 Nutwood Street
Garden Grove, CA 92840
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

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

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(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 Clerk

Date: _____

"CONTRACTOR"
Wrench Rebel Collision LLC

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Wilson E. Guzman dba Sharp Auto Body & Paint**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide all parts, materials and labor for the repair of various City vehicles per Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** **Term and Termination** The initial term of the agreement shall be from full execution through June 30, 2024, with an option to extend said agreement an additional four (4) fiscal years, for a total performance period of five fiscal (5) years. Option years shall be exercised one (1) fiscal year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Fifty Thousand Dollars (\$50,000.00), per fiscal year, payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

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

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Garage Keeper Liability in an amount of \$1,000,000.00 combined single limit: 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.
- (d) Garage Liability in an amount of \$1,000,000.00 combined single limit: Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY

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

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

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
Wilson E. Guzman dba Sharp Auto Body & Paint
Attention: Wilson E. Guzman, Owner
10660 Stanford Avenue
Garden Grove, CA 92840
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

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

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(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 Clerk

Date: _____

"CONTRACTOR"
Wilson E. Guzman dba
Sharp Auto Body & Paint

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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Award a contract to Pavement Date: 5/23/2023
Coatings Co. for the 2023
Arterial Streets Slurry Seal
Project No. CP-1355000.
(Cost: \$4,643,865) (*Action
Item*)

OBJECTIVE

For City Council to award a contract to Pavement Coatings Co. for Arterial Streets Slurry Seal Project 2023, for the following street segments: Harbor Boulevard from Westminster Ave to Trask Ave; Clinton Street from Westminster Ave to Trask Ave; Chapman Avenue from 9th St to West St; Brookhurst Street from Trask Ave to Garden Grove Blvd; Brookhurst Street from Chapman Ave to Katella Ave; Westminster Avenue from Brookhurst St to Bowen St; Lampson Avenue from Valley View St to Springdale Street; West Street from Garden Grove Blvd to Lampson Ave; Nutwood Street from Garden Grove Blvd to Chapman Ave; and Nelson Street from Garden Grove Blvd to Chapman Ave (CP-1355000).

BACKGROUND

In December 2021, the City contracted a third party vendor, Infrastructure Management Services (IMS) to conduct an assessment of road surfaces within City limits. IMS completed its evaluation in September 2022 and shared its findings and recommendations on road conditions and repairs in the City's 2022 Pavement Management Report (PMR). Street segments included in the Arterial Streets Slurry Seal Project 2023 were identified as needing various levels of repair based on their assigned condition indexes in the PMR. Each street will be addressed with different rehabilitation measures to properly manage the unique circumstances and will involve some or most of the following elements: removing and reconstructing failed pavement areas, cold milling, slurry seal/micro-surfacing, asphalt rubber aggregate membrane (ARAM), replacement of PCC curb and gutter, cross gutter, splash pad, driveway, alley apron, sidewalk, bus pad and wheel chair ramps, adjustment of utility covers to finish grade, catch basin inlet screens, CCTV cameras, restoration of traffic striping, signing, pavement marking and markers, reestablishment of centerline ties and monuments.

DISCUSSION

Staff solicited bids for this project pursuant to Municipal Code Section 2.52.010. Two (2) qualified bids were received at the City Clerk's office by 11:00 a.m. on May 10, 2023. The lowest qualified contractor bid was from Pavement Coatings Co., with a total bid of \$4,643,865. This bid amount is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

Award Contract - May 23, 2023
Begin Construction (estimated) - June 19, 2023
Complete Construction (estimated) - November 7, 2023

FINANCIAL IMPACT

The Arterial Streets Slurry Seal Project 2023 is included in the Fiscal Year 2022-23 adopted Capital Improvement Plan budget and are funded by Measure M2 Local Fair Share, Gas Tax, and Red Light Camera fees, and the General Fund. No additional appropriation is needed to approve the contract.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Pavement Coatings Co., in the amount of \$4,643,865 for Arterial Streets Slurry Seal Project 2023, for the following street segments: Harbor Boulevard from Westminster Ave to Trask Ave; Clinton Street from Westminster Ave to Trask Ave; Chapman Avenue from 9th St to West St; Brookhurst Street from Trask Ave to Garden Grove Blvd; Brookhurst Street from Chapman Ave to Katella Ave; Westminster Avenue from Brookhurst St to Bowen St; Lampson Avenue from Valley View St to Springdale Street; West Street from Garden Grove Blvd to Lampson Ave; Nutwood Street from Garden Grove Blvd to Chapman Ave; and Nelson Street from Garden Grove Blvd to Chapman Ave; and
- Authorize the City Manager to execute an agreement with Pavement Coatings Co., and make minor modifications as appropriate thereto, on behalf of the City.

By: Nick Hsieh, P.E. Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
BID SUMMARY	5/12/2023	Backup Material	1_-_Bid_Summary_Sheet.pdf
AGREEMENT	5/12/2023	Agreement	2_-_Construction_Agreement.pdf

ATTACHMENT 1

***CITY OF GARDEN GROVE
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION***

BID SUMMARY SHEET

FOR

ARTERIAL STREETS SLURRY SEAL PROJECT 2023

BID OPENING: DATE: MAY 10, 2023

TIME: 11:00 A.M.

ENGINEER'S ESTIMATE: \$ 4,983,775.00

<i>Bidder's Name</i>	<i>Total Bid</i>	<i>% Under/Over Engrs. Est</i>
Pavement Coatings, Jurupa Valley	\$4,643,865.00	6.82% Under
American Asphalt South, Riverside	\$4,865,524.00	2.37% Under

CONSTRUCTION AGREEMENT

PAVEMENT COATINGS CO.

THIS AGREEMENT is made this 23rd day of May, 2023 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **PAVEMENT COATINGS CO.**, 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 City Council Authorization dated May 23, 2023.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **ARTERIAL STREETS SLURRY SEAL PROJECT 2023. PROJECT NO. CP 1355000**
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications, and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

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

SECTION 5 - AGREEMENT (Continued)

5.2 Materials and Labor. CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

5.3 Project. The PROJECT is described as: **ARTERIAL STREETS SLURRY SEAL PROJECT 2023, PROJECT NO. CP 1355000.**
5.4 Plans and Specifications. The work to be done is shown in a set of detailed Plans and Specifications entitled: **ARTERIAL STREETS SLURRY SEAL PROJECT 2023, PROJECT NO. CP 1355000.** Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.

5.5 Time of Commencement and Completion. CONTRACTOR shall have **ten (10) working days from the award of the Contract** to execute the Contract and supply the CITY with all the documents and information required by the Instructions to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to provide the required documents and information within the ten (10) city working days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

The Contract time shall begin on June 19, 2023. Upon receipt of the Notice to Proceed, on June 5, 2023, the CONTRACTOR agrees to submit shop drawings **within fourteen (14) calendar days**. The CONTRACTOR shall diligently prosecute the work within **100 (One Hundred) working days** to completion as required per the plans and specifications excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

5.6 Time is of the Essence. Time is of the essence of this Contract.

Contractor shall have **fourteen (14) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and information required by the Instruction to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the fourteen (14) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsible and responsive bidder.

SECTION 5 - AGREEMENT (Continued)

As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other CONTRACTORS, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

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

CITY shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2006 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

- 5.8 Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

CITY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

SECTION 5 - AGREEMENT (Continued)

5.9 Changes in Project.

5.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

If CONTRACTOR believes that the written order issued as part of this Section 5.9.1 has caused an increase in costs or time, the CONTRACTOR shall submit a written request for equitable adjustment to the CITY that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. Said notice shall be submitted via certified mail within twenty (20) days of the CONTRACTOR'S receipt of the written order. CONTRACTOR'S failure to submit the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

5.9.2 A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

5.9.3 Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.

5.9.4 Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

SECTION 5 - AGREEMENT (Continued)

- 5.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.
- 5.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 5.9.7** CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to CITY.
- 5.10 Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefor agree that CONTRACTOR will pay to CITY the sum of **One Thousand Dollars (\$1,000.00) per day** for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.
- 5.11 Contract Price and Method of Payment.** CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **Four Million, Six Hundred Forty Three Thousand, Eight Hundred and Sixty Five Dollars and Zero Cents (\$ 4,643,865.00)** as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR on a monthly basis for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial

SECTION 5 - AGREEMENT (Continued)

payments of the Contract price shall not be considered as an acceptance of any part of the work.

5.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

5.13 Completion. Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 CONTRACTOR's Employees Compensation

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

5.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1777 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

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

SECTION 5 - AGREEMENT (Continued)

5.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

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

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

5.14.7 Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

SECTION 5 - AGREEMENT (Continued)

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

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

5.16 Insurance.

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

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

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

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

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU and on the **Contractors' Pollution Liability policy**, if available. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and

SECTION 5 - AGREEMENT (Continued)

employees, as determined by the CITY, 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 (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 28; **and** CG 20 37 forms if later revisions used). Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY.

Contractor's Pollution Legal Liability: Insurance companies must be acceptable to City and have a Best's Guide Rating of A- Class VII or better, as approved by Authority. If policy is written on a claims-made form:

- 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase an extended period coverage for a minimum of three (3) years after completion of the contract work.
- 4) A copy of the claims reporting requirements must be submitted to the CITY for review.

Automobile Liability policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional 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. Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

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

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors,

SECTION 5 - AGREEMENT (Continued)

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

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

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under Section 5.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better:

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Contractor's Pollution Legal Liability	Not less than \$1,000,000 per occurrence
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at

SECTION 5 - AGREEMENT (Continued)

CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

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

5.18 Termination.

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

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

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

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

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the

SECTION 5 - AGREEMENT (Continued)

CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

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

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

5.21 Notices. Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

TO CITY:

*City of Garden Grove
Public Works Department
Attention: Navin Maru or Nick Hsieh
11222 Acacia Parkway
Garden Grove, CA 92842
(714) 741-5180 or 5190
(714) 741-5578 Fax*

TO CONTRACTOR:

*Pavement Coatings Co.
Attention: James Wu
10240 San Sevaine Way
Jurupa Valley, CA 91752
(714) 823-3011
(714) 826-3129 Fax*

[SIGNATURES ON NEXT PAGE]

SECTION 5 - AGREEMENT (Continued)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Lisa Kim
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

CONTRACTOR'S State License No. **303609**
(Expiration Date: 09/30/2024)

CONTRACTOR'S DIR No. 1000003382
Attached Copy of your DIR Certificate.

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.