

AGENDA



Garden Grove City
Council

Tuesday, September 12,
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 Patti Widdicombe, owner and operator of Widdicombe Enterprises, Inc., for her valued service and support to the Garden Grove community through local McDonald's restaurants.

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 August as Muslim Appreciation and Awareness Month in Garden Grove. *(Action Item)*
- 3.b. Adoption of a Proclamation celebrating Hispanic Heritage Month in Garden Grove. *(Action Item)*
- 3.c. Acceptance of the Acacia-Josephine Storm Drain Improvements, Project No. CP-1007000 as complete *(Action Item)*
- 3.d. Approval of the Delegated Maintenance Agreement between the City and Caltrans to identify certain maintenance functions. *(Action Item)*
- 3.e. Approval of an Amendment to the West Orange County Water Board Joint Powers Agreement for appointments of alternate

members to the Board of Directors. (*Action Item*)

- 3.f. Approval of a 15-Year Bus Shelter License Agreement with Clear Channel Outdoor, LLC. (*Action Item*)
- 3.g. Approval of Amendment No. 2 of the agreement with 4LEAF, Inc., for on-call building contractual services. (Cost: \$28,000) (*Action Item*)
- 3.h. Approval of an Agreement with the Children and Families Commission of Orange County for First 5 Orange County Program. (Grant Amount: \$240,000) (*Action Item*)
- 3.i. Adoption of a Resolution amending the City's Conflict of Interest Code pertaining to designated positions and disclosure categories. (*Action Item*)
- 3.j. Adoption of a Resolution authorizing application submittals for the Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program. (Grant Amount: \$91,600) (*Action Item*)
- 3.k. Rejection of all construction bids and authorization to re-advertise for Project No. CP-1344023, Traffic Signal Modifications at Various Locations Fiscal Year 2023-24. (*Action Item*)
- 3.l. Rejection of all construction bids and authorization to re-advertise for Project No. CP-1345000/CP-1346000, Traffic Signal Modifications at Garden Grove Boulevard/Nelson Street-Century Boulevard and Garden Grove Boulevard/Newland Street. (*Action Item*)
- 3.m. Receive and file minutes from the meetings held on June 27, 2023, July 25, 2023, and August 8, 2023. (*Action Item*)
- 3.n. 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 approving the issuance of bonds by the California Municipal Finance Authority as conduit financing for the Garden Brook Senior Village Project located at 10080 and 10180 Garden Grove Boulevard, Garden Grove. (*Action Item*)

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

- 5.a. Discussion regarding naming the new Civic Center bridge in memory of Garden Grove Police Department Corporal Han Cho, as requested by Mayor Pro Tem George Brietigam.
- 5.b. Discussion on adopting a Proclamation recognizing September as National Service Dog Month as requested by Council Member Klopfenstein.

6. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, September 26, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

Happy Birthday Mayor Pro Tem Brietigam

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Maria Stipe
Dept.: City Manager Dept.: Assistant City Manager
Subject: Adoption of a proclamation recognizing August as Muslim Appreciation and Awareness Month in Garden Grove. (*Action Item*) Date: 9/12/2023

Attached is a Proclamation recognizing August as Muslim Appreciation and Awareness Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	9/6/2023	Proclamation	9-12-23_Draft_2023_GG_MAAM_Proclamation.8.22.23.pdf

Proclamation

American Muslim Appreciation and Awareness Month

WHEREAS, American Muslims contribute greatly to charitable organizations that help people from all faiths and backgrounds around the world by providing medical assistance, family services, scholastic supplies, before-and after-school programs, food aid, and emergency/disaster relief efforts; and

WHEREAS, Garden Grove is home to the Islamic Society of Orange County (ISOC), one of the largest Muslim Centers in the Western Hemisphere established in 1976 that includes a Mosque and Islamic school, as well as a community of Muslim based and operated community organizations and several prominent Muslim figures who continue to make significant contributions as business owners, legal professionals, doctors, engineers, teachers, farmers, civil rights leaders, humanitarians, athletes, and in many other notable capacities; and

WHEREAS, Dr. Muzammil Siddiqi serves as the Religious Director of ISOC who holds a PhD in Comparative Religion from Harvard University. A frequent participant of interfaith events, and an influential worldwide lecturer, Dr. Siddiqi continues to build relationships and mutual understanding between the Muslim community and other communities of faith; and

WHEREAS, ISOC founded the Orange Crescent School (OCS) in Garden Grove in 1983, which is one of the largest Islamic schools in Orange County. Students are empowered and taught positive self-identity as Muslim Americans and encouraged to be involved with civic engagement to the benefit of their local communities; and

WHEREAS, ISOC serves over 7,000 people and provides a range of programs including youth mentorship, civic engagement seminars, and cultural festivals. ISOC has served as a vital center during the pandemic for essential services and resources and has served as host of a legal clinic for 100+ Afghan arrivals seeking to settle in Orange County; and

WHEREAS, Council on American-Islamic Relations, California (CAIR-CA), headquartered in Orange County, is the largest Muslim legal services and advocacy organization in the United States and has been a valued partner on issues related to the Census, emergency response, pandemic relief, and responding to incidents of hate, and providing civil rights and immigration services to Muslim, immigrant, Black, Indigenous, and People of Color communities; and

WHEREAS, It is appropriate to acknowledge and promote awareness of the myriad of invaluable contributions of American Muslims, and extend to them the respect and camaraderie every American deserves.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Garden Grove does hereby celebrate and recognize August 2023 to be American Muslim Appreciation and Awareness Month in the City of Garden Grove.

September 12, 2023

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 celebrating Hispanic Heritage Month in Garden Grove. (Action Item) Date: 9/12/2023

Attached is a Proclamation celebrating Spanish Heritage Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	9/6/2023	Proclamation	9-12-23_Hispanic_Heritage_Month.pdf

Proclamation
National Hispanic Heritage Month

WHEREAS, September 15, 2023 to October 15, 2023, is recognized nationally as Hispanic Heritage Month;

WHEREAS, The 2023 Hispanic Heritage Month observance theme is "Latinos Driving Prosperity, Power, and Progress in America";

WHEREAS, the Latino community is a resilient and integral part of Garden Grove, with business owners and residents alike who are members of a proud heritage;

WHEREAS, Latinos have made innumerable contributions to the Garden Grove community in business, law, politics, education, community service, the arts, government service and other fields and it is important the City recognize and celebrate the diverse histories and cultures of the Latino population; and

WHEREAS, the day of September 15 is significant because it is the anniversary of independence for Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18 respectively.

NOW, THEREFORE BE IT PROCLAIMED that the City Council of the City of Garden Grove does hereby celebrate and recognize September 15, through October 15, 2023 to be Hispanic Heritage Month.

September 12, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of the Acacia-Josephine Storm Drain Improvements, Project No. CP-1007000 as complete (<i>Action Item</i>)	Date:	9/12/2023

OBJECTIVE

For City Council to accept the Acacia-Josephine Storm Drain Improvements, Project No. CP-1007000 as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

Under former conditions, flooding occurred on various streets and within various yards of homes fronting the streets between Dale Street and Josephine Street and between Garden Grove Boulevard and Stanford Avenue. Engineering staff analyzed the conditions and prepared plans and specifications for construction of a storm drain to address the flooding concerns.

DISCUSSION

Staff advertised the project and opened bids on November 23, 2021. On December 14, 2021, City Council awarded the project to Vasilj Inc.

Vasilj Inc., has completed the storm drain improvements in accordance with the plans, specifications, and other contract documents.

FINANCIAL IMPACT

There is no impact to the General Fund. This improvement was funded by the following:

- Community Development Block Grant (CDBG): \$1.25M
- Gas Tax: \$1.67M
- Drainage: \$144,000
- Water: \$168,500

RECOMMENDATION

It is recommended that the City Council:

- Accept Project CP-1007000, Acacia-Josephine Storm Drain Improvements as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Works Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Mike Santos, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	8/16/2023	Notice	Notice_of_Completion_CP1007000.pdf

RECORDING REQUESTED BY

When Recorded Mail To:

City Clerk
City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842

NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK

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

PROJECT NO. CP-1007000
ACACIA-JOSEPHINE STORM DRAIN IMPROVEMENTS

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with Vasilj Inc. on the 14th of December 2021, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 12th of September 2023 that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. CP-1007000
ACACIA-JOSEPHINE STORM DRAIN IMPROVEMENTS

NAME OF SURETY on
Labor and Material Bond is:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
777 SOUTH FIGUEROA STREET, SUITE #3900
LOS ANGELES, CA 90017
Tel No. (213) 270-0600

DATED this _____ day of _____ 20 ____

CITY OF GARDEN GROVE

By _____
City Manager of the City of Garden
Grove

ATTEST:

City Clerk of the City of Garden Grove

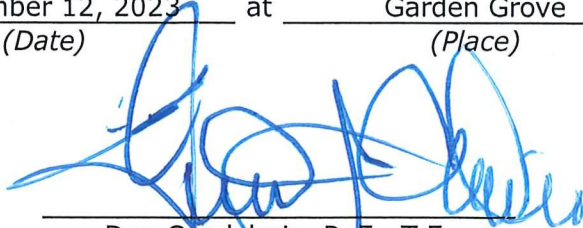
STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the City Engineer of the City of Garden Grove.

I have read the foregoing Notice of Completion of Public Improvement and Work, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe to be true.

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on September 12, 2023 at Garden Grove, California
(Date) (Place)



Dan Candelaria, P. E., T.E.
City Engineer

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Approval of the Delegated Maintenance Agreement between the City and Caltrans to identify certain maintenance functions. (<i>Action Item</i>)		
		Date:	9/12/2023

OBJECTIVE

Approval of the Delegated Maintenance Agreement (the "DMA") between the City of Garden Grove and Caltrans to identify certain maintenance functions to be performed by the City within State right of way, including highway and freeway areas located within the City's jurisdictional limits.

BACKGROUND

In March of 2023, City Council authorized and directed the City Manager to make necessary changes to enable the City to enter into a Cooperative Agreement with the State. On May, 30, 2023, the Cooperative Agreement was executed. The purpose of the Cooperative Agreement is to allow the City to install fencing and decorative paving and gravel on unpaved slopes and narrow areas within the City on Route 22 from Springdale Street to Garden Grove Boulevard (the "Project"). The Cooperative Agreement further establishes funding from the State in an amount not to exceed \$600,000 (on a reimbursement basis) to implement the Project.

DISCUSSION

A draft encroachment permit has been prepared by the State of California, acting through its Department of Transportation ("Caltrans") to allow the City access to Caltrans right-of-way to implement the Project; however, the issuance of the encroachment permit is subject to execution of the DMA. The DMA obligates the City to keep the Caltrans right-of-way areas in a safe and operational condition. Maintenance obligations include but are not limited to litter, debris, and graffiti removal, repairs, and restoration. The DMA provides funding of up to \$230,000 for maintenance. These funds are in addition to the \$600,000 appropriated under the Cooperative Agreement to install the Project. The DMA can be terminated by the City with a thirty day notice.

The City solicited bids per the normal procurement procedure for the Project; however no bid proposals were received; therefore per the City's Municipal Code and procurement procedures, the City can sole-source a contract when in the City's best interest to do so. Staff has recently identified a contractor capable and interested in the work but has yet to receive their proposal. The amount is expected to exceed the City Manager's signing authority and would therefore have to come back to City Council for approval. One of the Caltrans right-of-way areas subject to the Cooperative Agreement was cleared on Friday, September 1st and as of Wednesday, September 6th the area was already encumbered by litter and debris. Installing the Project will facilitate the City's ability to keep the areas in a safe and operational condition. Staff is requesting that the City Council authorize the City Manager to execute a contract with a contractor in an amount not to exceed the State funding of \$600,000 in order to install the Project in the most timely manner.

FINANCIAL IMPACT

There is no fiscal impact on the General Fund as a result of approving the DMA. Caltrans is providing funding for up to \$230,000 for maintenance activities. Once the funding is exhausted, the City staff will explore additional Caltrans funding options or pursue termination of the DMA.

RECOMMENDATION

It is recommended that the City Council:

- Authorize and direct the City Manager, or her designee(s) to execute the Delegated Maintenance Agreement with Caltrans and make necessary changes as appropriate there to, on behalf of the City;
- Authorize the City Manager, or her designee(s), to exercise option terms and sign the amendments;
- Authorize the City Manager to enter into a contract, as approved by the City Attorney, to install the Project for an amount not to exceed the State funding of \$600,000; and
- Appropriate funds per the Delegated Maintenance Agreement with Caltrans.

By: Jeff Brown, Sergeant, Special Resource Team

ATTACHMENTS:

Description	Upload Date	Type	File Name
DMA Draft Agreement	9/1/2023	Agreement	DMA_Draft_Agreement_Full.pdf

DELEGATED MAINTENANCE AGREEMENT WITH THE CITY OF GARDEN GROVE

This DELEGATED MAINTENANCE AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE") and the CITY of Garden Grove ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

RECITALS

1. This AGREEMENT will identify the specific maintenance functions LOCAL AGENCY will perform in the STATE right of way, including highway and freeway areas situated within LOCAL AGENCY's jurisdictional limits as authorized under Streets and Highways Code Section 130.
2. The PARTIES executed a prior Delegated Maintenance Agreement dated [September 1, 1992](#). This AGREEMENT [does not supersede](#) the prior Delegated Maintenance Agreement(s). The prior Delegated Maintenance Agreement(s) [will](#) remain in full force and effect. This AGREEMENT does not supersede other Freeway Maintenance Agreements executed by the PARTIES, if any.

OPERATIVE PROVISIONS

1. **Maintenance Services.** LOCAL AGENCY shall perform maintenance operations at the State Route (SR) [22](#), post miles (PM) [R0.66-R9.35 and the SR 39 PM 8.34-8.73](#) and approximate mile lengths (STATE Right of Way) set forth in Exhibit A to keep the facilities in a safe and operational condition. Maintenance Operations include but are not limited to litter, debris, and graffiti removal, repairs, and restoration.
2. **Prior Delegated Maintenance Agreements.** This AGREEMENT [does not supersede](#) the PARTIES' prior Delegated Maintenance Agreement(s) dated [September 1, 1992](#). The prior Delegated Maintenance Agreement(s) [will](#) remain in full force and effect. This AGREEMENT does not supersede other Freeway Maintenance Agreements executed by the PARTIES, if any.
3. **Maintenance Standards.** LOCAL AGENCY shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code Section 27, and in accordance with California and federal laws and

regulations and STATE policies, procedures and specifications in effect and as amended, and applicable municipal ordinances.

4. **Maintenance Areas and Services.** LOCAL AGENCY shall only perform those maintenance services in the STATE right of way locations described in Exhibit A and listed in Exhibit B.
5. **Amendment to Agreement.** Changes to LOCAL AGENCY's maintenance services covered in this AGREEMENT may be made by each PARTY executing amended Exhibits A and B and/or executing additional pages to Exhibits A and B that shall be attached to this AGREEMENT and will supersede the original Exhibits A and B. Otherwise, this AGREEMENT may only be amended by a written agreement executed by both PARTIES. STATE's District Maintenance Agreement Coordinator (DMAC) must obtain prior written approval of any amendments from the District 12 Deputy Director of Maintenance before such amendments may become effective and enforceable under this AGREEMENT.
6. **Party Representatives and Notices.**

LOCAL AGENCY's Project Manager : [Christy Le](#)
STATE's DMAC is: Sarah Rodriguez

All notices, document submittals and invoices required under this AGREEMENT shall be deemed to have been fully given when made in writing and received by the PARTIES at their respective addresses as follows:

LOCAL AGENCY

Attn: Name of Project Manager: [Christy Le](#)
Address: [11222 Acacia Parkway](#)
City, Zip: [Garden Grove, CA 92840](#)

STATE

Attn: Name of DMAC: Sarah Rodriguez
Address: 1750 East 4th Street
City, Zip: Santa Ana, CA 92705

7. Unsheltered Encampment Removal.

- A. **LOCAL AGENCY** shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the Location(s) shown in Exhibit A, subject to applicable State and Federal law.
 - B. Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations in shown in Exhibits A and B.
8. **Weed Abatement.** LOCAL AGENCY shall engage in weed abatement operations. LOCAL AGENCY shall control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the STATE's Landscape Specialist, Maintenance Support, Caltrans District Office 1750 East Fourth Street, Santa Ana, CA 92705.
9. **Graffiti Removal.** LOCAL AGENCY's graffiti removal shall be limited to removal of text only in accordance with Streets and Highway Code Section 96. Any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements may not be removed. LOCAL AGENCY shall discuss such possible art with STATE's District 12 Transportation Art Coordinator before conducting any graffiti removal or remediation. STATE shall pay the actual cost of LOCAL AGENCY's graffiti removal as specified in Section 12 of this AGREEMENT.
10. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District 12 Area Maintenance Superintendent, Anna Hernandez, at least twenty-four (24) hours prior telephone or email notice before performing any maintenance services under this AGREEMENT. Her email and phone number are: Anna.hernandez@dot.ca.gov (949) 233-7055. LOCAL AGENCY shall provide the DMAC identified in this AGREEMENT with a litter, debris and graffiti removal schedule. Maintenance services shall be provided at a minimum (weekly, biweekly, monthly, daily) _____ basis. Maintenance services shall be performed between the hours of 6:00 a.m. and 6:00 p.m. and may be performed on weekends and holidays, if necessary. LOCAL AGENCY must request through the DMAC prior written approval from STATE's District Maintenance Supervisor to perform any maintenance services before 6:00 a.m. or after 6:00 p.m.

11. **Authorized Reimbursement.** The functions and levels of maintenance services delegated to LOCAL AGENCY in the attached Exhibits A and B and amounts appropriated to STATE have been considered in setting authorized total dollar amounts. LOCAL AGENCY may perform additional work if desired, but STATE will not reimburse LOCAL AGENCY for any work in excess of the authorized dollar limits established herein.
12. **Cost Reimbursement.** STATE shall reimburse LOCAL AGENCY for LOCAL AGENCY's actual and necessary costs incurred to perform the maintenance services under this AGREEMENT; provided, however, that STATE's reimbursement shall not exceed the maximum authorized expenditures under this AGREEMENT.
13. **Amendment to Approved Expenditures.** Upon LOCAL AGENCY's written request, the expenditures per route for maintenance services set forth in Exhibits A and B may be increased, decreased, or redistributed between routes pursuant to the PARTIES executing an appropriate amendment in accordance with section 5 above. All such adjustments must be authorized in writing by the District Director or his/her authorized representative.
14. **Term of Expenditures.** Additional expenditures or an adjustment of expenditures once authorized shall apply only for the term of this AGREEMENT and shall not be deemed to permanently modify or change the basic maximum expenditures per route as specified in Exhibits A and B. Any expenditure adjustments shall not affect or alter any other terms of this AGREEMENT.
15. **Billing, Payment and Reporting.**
 - 15.1 **Billing Date.** LOCAL AGENCY shall submit billing invoices to STATE's DMAC each (month/quarter) beginning after the first (month/quarter) LOCAL AGENCY has performed maintenance services under this AGREEMENT. LOCAL AGENCY shall not submit billing invoices for reimbursement of costs less than \$500 more than once each quarter. LOCAL AGENCY shall also submit billing invoices promptly following the close of STATE's fiscal year on each June 30th.

15.2 **Billing Submission Format.** Each billing invoice shall include all of the following:

- (a) STATE's AGREEMENT number;
- (b) Date(s) of services;
- (c) Location of services;
- (d) Number of hours and hourly rates;
- (e) Receipts for trash disposal; and
- (f) Receipts for equipment, materials, and supplies.

STATE shall pay LOCAL AGENCY for the maintenance services satisfactorily performed in accordance with the rates and schedules in Exhibits A and B.

16. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any public entity to whom any part of the STATE right of way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits.
17. **Encroachment Permits.** Before LOCAL AGENCY may enter STATE right of way to perform any maintenance services in the areas covered by this AGREEMENT, STATE's District 12 Encroachment Permit Office must issue an initial encroachment permit at no cost to LOCAL AGENCY. LOCAL AGENCY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to LOCAL AGENCY. LOCAL AGENCY's contractors and sub-contractors must apply for and be issued separate encroachment permits before they may enter STATE right of way to perform any maintenance or work under this AGREEMENT.
18. **Legal Disposal of Litter Collected.** LOCAL AGENCY shall make its own arrangements for the legal disposal of litter or debris materials to authorized disposal sites. LOCAL AGENCY shall not leave any filled litter bags, litter piles or other groups of litter assembled during its maintenance services along or in STATE Right of Way. Such litter

groupings shall be removed out of STATE Right of Way each day LOCAL AGENCY performs the maintenance services in this AGREEMENT.

19. **Safety and Worker Compliance.** LOCAL AGENCY shall be solely responsible for crew pay, workers compensation and any other benefits required by state and federal law. Subcontractors and crew members are not considered STATE's employees at any time. LOCAL AGENCY shall comply with all applicable State and Federal statutes and regulations governing worker and public safety, including but not limited to compliance with CAL-OSHA regulations and guidelines.

LOCAL AGENCY shall make arrangements through the STATE if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services. STATE's maintenance Supervisor or designee shall determine what protections are required at the worksite pursuant to applicable provisions of the Caltrans Maintenance Manual, including but not limited to Volume 1, Chapter 8, Protection of Workers.

20. **Equipment and Supplies.** LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the maintenance services under this AGREEMENT. STATE shall reimburse LOCAL AGENCY for the reasonable costs of such equipment and supplies not to exceed the authorized expenditures set forth in Exhibits A and B.

21. **Legal Relations and Responsibilities.**

21.1 **No Third-party Beneficiaries.** This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the maintenance of STATE highways different from the standard of care imposed by law.

21.2 **Indemnification.** Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon

LOCAL AGENCY under this AGREEMENT. LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this Agreement.

- 21.3 **Work-related Injuries.** If a LOCAL AGENCY-assigned crew member is injured while performing maintenance services under this AGREEMENT, LOCAL AGENCY or its designated subcontractor shall be responsible for ensuring the crew member is given prompt medical care and treatment and, if necessary, transportation to a medical facility. LOCAL AGENCY or its designated subcontractor shall administer any injury and workers compensation claims. LOCAL AGENCY shall notify the DMAC within twenty-four (24) hours when any such incident has occurred.
22. **Prevailing Wages and Labor Compliance.** LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's maintenance services under this AGREEMENT.
23. **Insurance.**¹ LOCAL AGENCY and its contractors and subcontractors shall maintain in force during the term of this AGREEMENT a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming the STATE, its officers, agents and employees as

¹ Delete if self-insured

the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

Self-Insured.² LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury and property damage liability, in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit C and identify the AGREEMENT number, and location as depicted in Exhibits A and B. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit C.

Self-Insured³ using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

24. **Budget Contingency.** STATE's payments to LOCAL AGENCY are contingent upon the Legislature appropriating sufficient funds under the Budget Act and the encumbrance of funding to STATE's District Office.
25. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. Either PARTY may terminate this AGREEMENT upon (30) days' prior written notice to the other PARTY.

² Delete if not self-insured

³ Delete if not self-insured; include 2 and 3 if self-insured and LA is subcontracting the work. Need both a self-insurance certification letter and insurance certificate naming State as additional, covered insured.

26. **Effective Date (Term) of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.
27. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT as authorized under Streets and Highways Code Sections 114 and 130. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.
28. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
29. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE CITY OF

Garden Grove

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dated: _____
Steven R. Jones
Mayor

Dated: _____
Roberta C. Hettick P.E.
Deputy District Director
Maintenance &
Operations

APPROVED:

Dated: _____
Lisa L. Kim
City Manager

Dated: _____
Teresa Pomeroy
City Clerk

EXHIBIT A**DELEGATION OF MAINTENANCE**

Route No.	Length Miles (Mi)/LF	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
22 39	9.37 Mi 0.39 Mi	Encampment Removals as shown as Area to be Maintained by City in Exhibit B.1	HM-2	\$85,000
22 39	9.37 Mi 0.39 Mi	Debris Removal as shown as Area to be Maintained by City in Exhibit B.1	CleanCA*	\$150,000*
22	1,833 LF	Fence Maintenance as shown as Area to be Maintained by City in Exhibit B.2	HM-2	\$31,000

*Clean CA funding only available until June 30, 2024, at which time the line item will be rescinded. Clean CA maintenance activities must be invoiced separately.

TOTAL ANNUAL AUTHORIZED EXPENDITURE:**\$266,000**

EXHIBIT B.1

Delegation of Maintenance

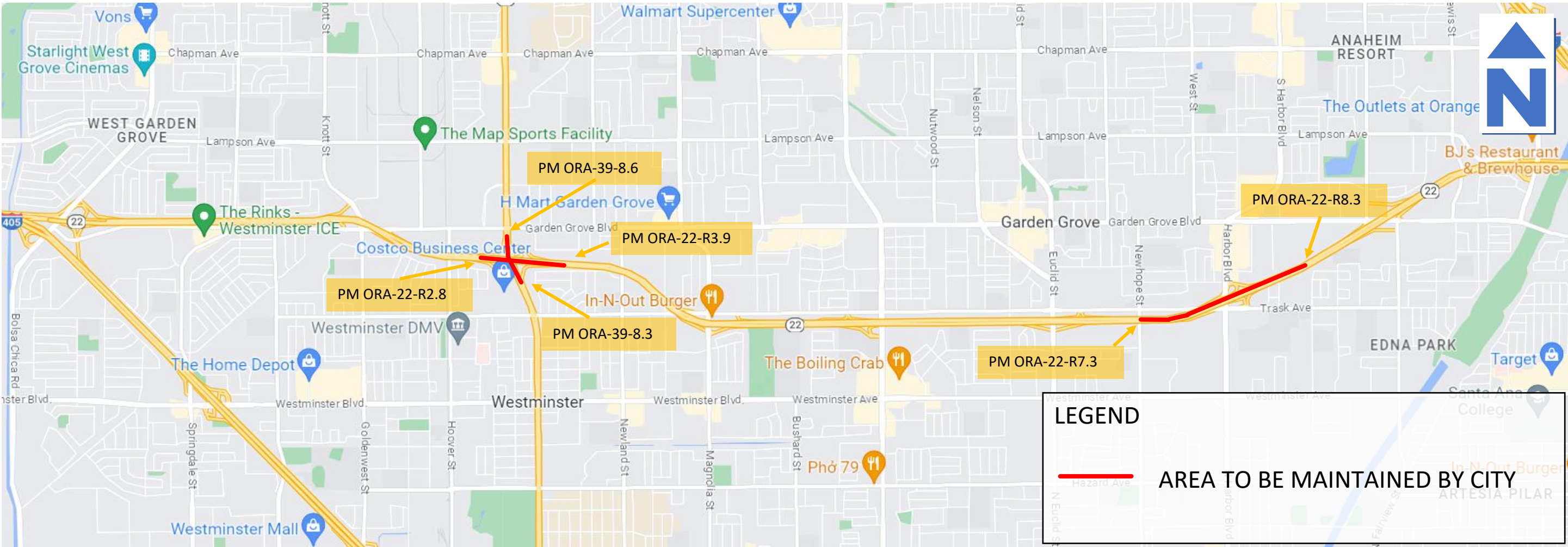


EXHIBIT B.2

Page 1 of 3
Delegation of Maintenance



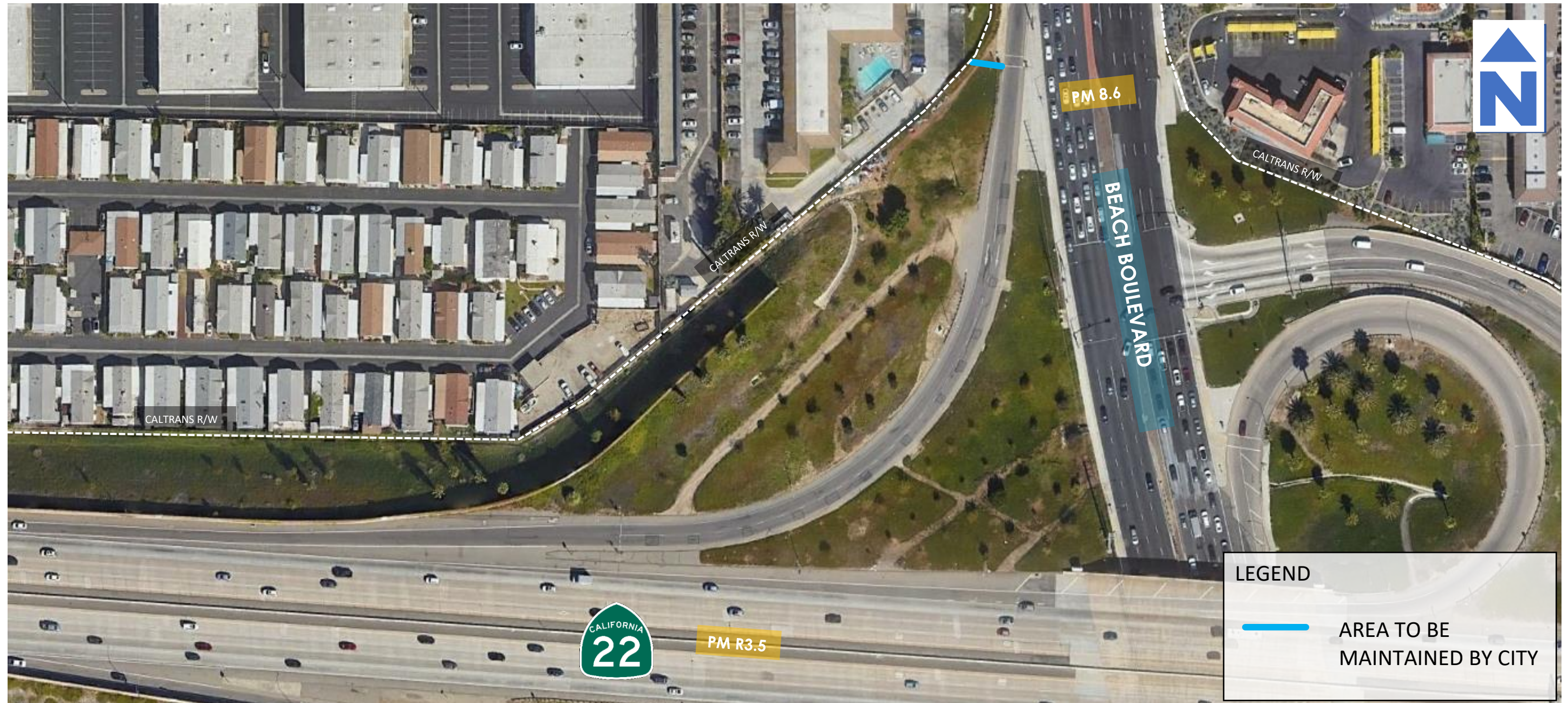
EXHIBIT B.2

Page 2 of 3
Delegation of Maintenance



EXHIBIT B.2

Page 2 of 3
Delegation of Maintenance



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of an Amendment to the West Orange County Water Board Joint Powers Agreement for appointments of alternate members to the Board of Directors. (<i>Action Item</i>)		
		Date:	9/12/2023

OBJECTIVE

To receive City Council approval of the fifth amendment for the joint powers agreement with the West Orange County Water Board (WOCWB) to permit appointment of alternate members to the board of directors.

BACKGROUND

The West Orange County Water Board (WOCWB) is a joint powers authority created in 1967 by the cities of Garden Grove, Huntington Beach, Seal Beach, and Westminster for the purpose of maintenance and operation of water transmission lines for imported water.

DISCUSSION

Council Member Brietigam was appointed by the City Council at the meeting held on January 10, 2023, to represent Garden Grove on the WOCWB, and approval of the amendment would not affect the appointment. Under the fifth amendment for the joint powers agreement, a member agency would have the option of appointing up to two (2) alternate members to the board of directors. The alternate members would have the same voting rights at the meeting as the regular director, in the absence of the primary director. The alternate members would also receive the stipend for attending the meetings in the absence of the primary director, which are held twice a year. Member agencies would not be required to designate alternate members for the director.

FINANCIAL IMPACT

There is no financial impact that will result from this action.

RECOMMENDATION

It is recommended that the City Council:

- Approve the fifth amendment for the joint powers agreement with the West Orange County Water Board to permit alternate members to the board of directors.

By: Samuel Kim, P.E., Deputy Public Works Director/Water Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Fifth Amendment Agreement	8/16/2023	Agreement	Fifth_Amendment_Agreement.pdf

**FIFTH AMENDMENT TO WEST ORANGE COUNTY WATER BOARD
JOINT POWERS AGREEMENT**

This FIFTH AMENDMENT TO JOINT POWERS AGREEMENT ("Fifth Amendment") is entered into this ____ day of _____, 2023, by and among the CITY OF GARDEN GROVE, the CITY OF HUNTINGTON BEACH, the CITY OF SEAL BEACH, and the CITY OF WESTMINSTER, collectively hereinafter sometimes referred to as the "Contracting Parties" or the "Parties," all of which are municipal corporations formed under and existing pursuant to the laws of the State of California.

WITNESSETH:

WHEREAS, the Parties hereto are all of the parties to that certain Joint Powers Agreement, executed on October 25, 1967, known as the "West Orange County Water Board Joint Powers Agreement" ("Joint Powers Agreement"); and

WHEREAS, the Joint Powers Agreement has been amended from time to time on December 15, 1969; December 1, 1993; July 15, 1994; and October 17, 2005, which prior amendments that are incorporated herein by reference; and

WHEREAS, Section 8 of the Joint Powers Agreement provides that the terms and provisions of the Joint Powers Agreement may be amended with the unanimous consent of the Parties; and

WHEREAS, the Parties hereto desire to amend Section 3 of the Joint Powers Agreement to include primary and secondary alternates for each sitting member for the West Orange County Water Board ("Board"), and relating provisions thereto.

NOW, THEREFORE, THE CONTRACTING PUBLIC AGENCIES HEREBY DO AGREE AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Authority for Amendment. The Parties hereto are authorized by law to contract with each other for the joint exercise of common powers under Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, and are authorized to amend the Joint Powers Agreement pursuant to Section 8 thereof, by the unanimous consent of the governing bodies of each of the Parties.

Section 3. Amendment. Section 3 of the Joint Powers Agreement is hereby amended and superseded in its entirety to read as follows:

"SECTION 3"

The Board of Directors of the West Orange County Water Board shall consist of five members. Garden Grove, Seal Beach and Westminster shall each appoint a person to serve as a member of the Board and Huntington Beach shall appoint two persons to serve as members of the Board. Each member shall file with the West Orange County Water Board a certified copy of the resolution or action of the contracting public agency which appointed them. Persons appointed to be a member of the Board of Directors need not be a member of the City Council or governing body of the contracting public agency which appointed them.

A contracting public agency may, but is not required to, designate a primary alternate and a secondary alternate for its duly appointed member of the Board (which shall be specified as set out in the foregoing paragraph). At any given meeting of the West Orange County Water Board where a quorum of the directors are present, if the appointed director of a member agency of the West Orange County Water Board is not present, the designated primary alternate of that member agency may participate as the voting representative of the applicable member agency of the West Orange County Water Board. If the appointed member and primary alternate member of the member agency of the West Orange County Water Board are not present at any given meeting of the West Orange County Water Board, the secondary alternate of that member agency may sit in the chair of such member agency of the Board. In the event a primary or secondary alternate sits in the chair during a Board meeting as a member of the Board, such alternate shall be treated as director representative of such member agency of the West Orange County Water Board for all other purposes pursuant to this Joint Powers Agreement, and any amendments thereto, for such meeting, including, but not limited to, the provisions set forth in Section 6 of this Joint Powers Agreement.

In the event that additional entities or concerns become a party to this Joint Powers Agreement as hereinafter provided, then the membership of this Board shall be increased by one member for each additional party to the Joint Powers Agreement unless all of the Parties shall agree otherwise.

The Board shall govern the affairs of the West Orange County Water Board and shall annually designate one of its members to serve as Chairman of the Board. The Chairman shall preside at all meetings. In the Chairman's absence, the remaining members of the Board shall appoint a member to act as Chairman pro tem. The Board shall appoint a Secretary who may appoint an

assistant secretary for the purpose of conducting and recording the affairs of the West Orange County Water Board. The Board may employ additional personnel to conduct the financial and administrative affairs of the West Orange County Water Board or may contract with one of the parties or any public or private concern to provide such financial and administrative services as the Board may deem necessary from time to time.”

[Remainder of this page intentionally left blank]

Section 4. Remainder of Agreement. Except for the changes specifically set forth herein, all other terms of the Joint Powers Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the Effective Date.

ATTEST:

CITY OF GARDEN GROVE:

Name: _____
City Clerk,
City of Garden Grove

By _____
Name: _____
Mayor

ATTEST:

CITY OF HUNTINGTON BEACH

Name: _____
City Clerk,
City of Huntington Beach

By _____
Name: _____
Mayor

ATTEST:

CITY OF SEAL BEACH

Name: _____
City Clerk,
City of Seal Beach

By _____
Name: _____
Mayor

ATTEST:

CITY OF WESTMINSTER

Name: _____
City Clerk,
City of Westminster

By _____
Name: _____
Mayor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

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

Dept.: City Manager Dept.: Public Works

Subject: Approval of a 15-Year Bus Shelter License Agreement with Clear Channel Outdoor, LLC. (*Action Item*) Date: 9/12/2023

OBJECTIVE

For City Council to approve a 15-year bus shelter license agreement with Clear Channel Outdoor, LLC (Clear Channel) for the maintenance, operation, administration of, and the solicitation, sale and placement of out-of-home advertising on bus shelters, including benches, within the City.

BACKGROUND

The former license agreement with Clear Channel expired in early 2022. Thereafter, staff proceeded to issue a Request for Proposals (RFP) in the Fall of 2022 and received a total of one proposal by December 2022. Another firm had shown interest in the RFP, however, they stated they would only consider it if the City would purchase all new shelters, benches, and receptacles for all existing Clear Channel locations, equaling an approximate capital investment of \$700,000.

DISCUSSION

After concluding negotiations with Clear Channel, the foregoing proposed agreement represents their Best and Final Offer. The following is a summary of major contractual changes:

Program Area	Description
New Refurbishment Program	Clear Channel will refurbish all 88 bus shelter locations during the first three (3) years of the Agreement (Year 1 = 30 locations, Year 2 = 29 locations, Year 3 = 29 locations). Shelters will be refurbished once again during contract years 11, 12, and 13 (same number of locations per year). The scope of work will include repainting the shelter units, replacing (or polishing) roof panels, installing receptacle lids and liners, and repairing or replacing solar lighting systems.

New Quarterly Water Pressure Washing and/or Steam Cleanings	Once quarterly, Clear Channel will pressure wash and/or steam clean all thirty (30) City-designated "hot spot" bus shelter locations. These locations could be modified by the City at any time.
Additional Weekly Cleanings	Clear Channel will collect all refuse and replace all liners twice weekly at all 30 City-designated "hot spot" locations. All remaining bus stop shelter locations will be serviced once weekly. Clear Channel will do additional cleanings when specifically or urgently requested by City.
Bus Shelter Wraps	Clear Channel proposes to install bus shelter wraps (Attachment 2) at specific locations throughout the City, potentially generating additional revenue-sharing for City.
Liquidated Damages	The proposed agreement adds liquidated damages provisions in the event of missed trash removal, repairs, graffiti, and performance schedule.
Option to Sell Bus Furniture & Amenities to City	The proposed agreement will allow both parties to negotiate the purchase/sell of bus shelters, benches, and receptacles for a mutually-agreed fair market value once contract expires.
Revenue	During the last five years of the former agreement, the City received \$140,000 in annual payments. The proposed agreement includes annual payments of \$25,000 or 20% of gross revenue, whichever is greater.

FINANCIAL IMPACT

Clear Channel will refurbish all 88 bus shelters and benches at no cost to the City as well as include new services outlined above. The new license agreement will include annual payments of \$25,000 or 20% of gross revenue, whichever is greater.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the City Manager to approve the 15-year license agreement with Clear Channel Outdoor, LLC to provide, operate, and maintain 88 bus shelter, benches, and receptacles throughout the City, and approve minor modifications as necessary.

By: Ana V. Neal, Principal Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
License Agreement	8/31/2023	Agreement	Clear_Channel_Final_Contract_8-29-23.pdf

Attachment 2 - Shelter
Wraps

8/10/2023

Exhibit

Attachment_2-
_Wraparound_Design.pdf

BUS SHELTER LICENSE

THIS LICENSE is made effective as of this [DATE] (the "Effective Date") by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **CLEAR CHANNEL OUTDOOR, LLC**, a Delaware limited liability company ("LICENSEE").

RECITALS

The following recitals are a substantive part of this License:

- A. This License is entered into pursuant to City Council Authorization on September 12, 2023.
- B. CITY and LICENSEE desire to enter into a license for the construction, installation, maintenance, operation and administration of, and the solicitation, sale and placement of out of home advertising upon, bus shelters, including benches (together, "bus shelters"), specified hereunder and located within CITY's rights-of-way.

LICENSE

CITY AND LICENSEE MUTUALLY AGREE AS FOLLOWS:

- 1. GRANT OF LICENSE LICENSEE, with its local address at 19320 Harbortate Way, Torrance, CA 90501, is hereby granted for itself, its successors and assigns, subject to the terms and conditions of this License and Chapter 11.36 of the Garden Grove Municipal Code attached hereto as **Attachment "A"** and hereinafter referred to as Chapter 11.36, a non-exclusive license for a fifteen (15) year period from and after the Effective Date, to construct, install, refurbish, maintain, operate and administer, and solicit, sell and place out of home advertising upon, 88 bus shelters upon the public sidewalks within the public ways within the City of Garden Grove at those certain bus shelter locations set forth on **Attachment "B"** attached hereto and made a part hereof. This License does not include the portion of Harbor Boulevard within the Grove Resort District (Harbor Corridor Specific Plan/International West Mixed Use).
- 2. RIGHT OF CITY TO ISSUE LICENSE LICENSEE acknowledges and accepts the right of CITY to issue a license and LICENSEE agrees it shall not now or at any time hereafter challenge this right in any way or in any city, state, or federal court.
- 3. LICENSE ACCEPTANCE LICENSEE, by executing this License, guarantees performance by LICENSEE of all LICENSEE'S obligations hereunder imposed by said Chapter 11.36, and as it may be periodically amended.
- 4. GOVERNING REQUIREMENTS The proposal of LICENSEE shall be incorporated herein as if fully set forth herein. LICENSEE shall comply with the requirements of this License and Chapter 11.36 and all offerings contained in LICENSEE's

proposal. In the event of any conflict, the provisions of Chapter 11.36 shall first govern, followed by provisions of this License, and finally by LICENSEE's proposal, which is attached as **Attachment "C"** hereto and incorporated herein by this reference. Notwithstanding the foregoing, in the event of any inconsistencies between this License and Chapter 11.36, LICENSEE shall be held to the higher or more stringent standard or term more beneficial to CITY as determined by CITY's Public Works Director. All definitions as set forth in Chapter 11.36 shall apply to this License. For the avoidance of doubt, CITY acknowledges that CITY has accepted LICENSEE's Proposal which has been fully incorporated herein as Attachment "C," in which LICENSEE shall implement a three (3) year plan to refurbish all eighty-eight (88) existing LICENSEE-owned shelter and bench locations and trash receptacles. During the Term, these LICENSEE-owned shelter and bench locations and trash receptacles shall be eligible for a second refurbishment as described in Attachment "C" and in the EXISTING BUS SHELTER REFURBISHING PLAN, which is attached as ATTACHMENT "E" hereto and incorporated herein by this reference. LICENSEE shall commence its work under this License within ninety (90) days of the Effective Date as described in Attachment "C."

5. FINANCIAL PROVISIONS

5.1 LICENSEE FEE LICENSEE shall provide to CITY license fee in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) annually (payable in 12 monthly payments) or 20% of gross revenue from advertising revenue, whichever is greater, as set forth in Attachment C. The compensation provisions contained in Chapter 11.36 shall apply to this License. No additional percentage of gross revenues shall be required to be paid by LICENSEE.

5.2 ACCEPTANCE OF PAYMENT BY CITY No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim CITY may have for further or additional sums payable under the provisions of this License. All amounts paid shall be subject to audit and re-computation by CITY.

6. PUBLIC SERVICE ANNOUNCEMENTS LICENSEE shall provide CITY with up to twenty percent (20%) of the total advertising space for all shelters for CITY's use for public service advertisements as requested by CITY. LICENSEE shall arrange, at its own cost and expense, service, maintenance, installation, and removal of the public service announcements upon consultation with the CITY. The CITY shall be solely responsible for the cost of poster production. Notwithstanding anything to the contrary herein, CITY shall provide LICENSEE a minimum of ten (10) business days advance written notice of its intent to place public service announcement(s) and LICENSEE shall have a reasonable

amount of time to make such space available to CITY. CITY shall provide LICENSEE with all advertising displays ready for installation on the shelters.

7. CONSTRUCTION AND MAINTENANCE REQUIREMENTS

7.1 GENERAL LICENSEE shall meet or exceed all the construction and maintenance requirements as reasonably required by CITY's Public Works Director, as set forth in Chapter 11.36 and, in addition, shall meet or exceed those material construction and maintenance requirements set out in LICENSEE's proposal. LICENSEE's failure to meet annual fee projections contained in its proposal shall not relieve LICENSEE from meeting any requirements of this License or Chapter 11.36.

7.2 CONSTRUCTION SCHEDULE Consistent with the terms of this License and Chapter 11.36, LICENSEE shall commence provision of bus shelter service in accordance with the following schedule:

7.2.1 PERMITS Prior to any installation activity, LICENSEE shall obtain permits as provided by Chapter 11.36. New permits are not required for existing permitted facilities covered under this License.

7.2.2 TIME OF INSTALLATION LICENSEE shall commence the installation or refurbishment of, and install or refurbish, the bus shelters in accordance with Attachment "C".

7.3 MAINTENANCE LICENSEE shall maintain, repair, clean and service the shelters in accordance with Chapter 11.36. LICENSEE shall provide CITY with a maintenance and cleaning schedule. Should the CITY determine that any shelter or bus bench and/or surrounding area be in need of a cleaning, LICENSEE shall clean or have cleaned, such shelter, bench and/or area within twenty-four (24) hours after written notification from the CITY.

LICENSEE shall repair, remove or replace damage, vandalism, or graffiti, including etching and other forms of graffiti and/or vandalism damage, within twenty-four (24) hours after having been found or the time of a routine maintenance call or upon written notification from the CITY.

8. UTILITIES Consistent with Chapter 11.36, LICENSEE shall pay all sums that may become due for electrical energy supplied to the benches or shelters and shall keep CITY indemnified against any and all such costs. Electrical service and facilities shall comply with the Electrical Services Scope of Work as shown on **Attachment "D"** attached hereto and incorporated herein by reference.

9. LOCATIONS

9.1 LICENSEE shall, in accordance with Attachment "C", refurbish, maintain, and operate 88 bus shelters in the City of Garden Grove. For the avoidance of doubt, LICENSEE owns the 88 bus shelters covered under this contract. Bus shelters shall be located only at the locations as shown on Attachments B and E, attached hereto and incorporated herein by this reference. There shall not be more than one (1) bus shelter per location.

10. REGULATION / REMEDIES / LIQUIDATED DAMAGES / TERMINATION FOR NON-PERFORMANCE LICENSEE shall be subject to all of the requirements of this License and Chapter 11.36 of the Garden Grove Municipal Code which are incorporated by this reference as if fully set forth.

10.1 Failure of LICENSEE to maintain, clean, repair, or remove graffiti to conform to this License shall subject LICENSEE to following liquidated damages:

Matter	Liquidated Damages	Notice
Graffiti	\$50	\$50/day starting 24 hours after written notice, except weekends and holidays to completely address/remove graffiti.
Trash	\$100	\$100/day starting 24 hours after written notice, except weekends and holidays to remove/empty trash (with exceptions where special events are taking place).
Repairs	\$50	\$50/day starting 24 hours after written notice, except weekends and holidays, if repair work is not initiated. In event of damage caused by auto accident, the bus shelter shall be entirely secured and/or removed to ensure public safety within 24 hours written notice, weekends & holidays included. The CITY may secure and/or to remove the damaged bus shelter if it deems to be an urgent situation to protect public safety.
Performance Schedule	\$100	\$100/day starting 24 hours after written notice that LICENSEE is in violation of the Performance Schedule, except weekends and holidays

10.2 In all above cases for liquidated damages, the running of the time period for LICENSEE to address a particular matter for maintenance or repair

will begin upon receipt by the LICENSEE's specified contact of written notice via e-mail, personal service, or US Mail. If LICENSEE fails to fully address the requested maintenance or repair within the time periods prescribed above after receipt of the first notice, the CITY shall provide a second written notice to LICENSEE indicating that the City shall assess liquidated damages as set forth above. LICENSEE shall not be required to pay any liquidated damages amounts unless and until the CITY provides this written notice confirming that liquidated damages will be assessed for a particular alleged failure to comply. The Parties agree that the amounts set forth above as liquidated damages constitutes a reasonable approximation of the actual damages that CITY would suffer for each failure to meet the requirements herein, considering all of the circumstances existing on the effective date of this License, including the relationship of the liquidated damages amount to the range of harm to the CITY and accomplishment of the CITY's purpose in entering into this License, the difficulty and impracticability of determining actual damages involving such issues as the dollar damages per bus shelter per day of delay and the CITY's goals in installing bus shelters and that the proof of actual damages would be costly or inconvenient.

- 10.3 Notwithstanding the foregoing, alternatively to the remedy of liquidated damages, in the event LICENSEE fails to begin and complete maintenance, repairs or removal and replacement of a bus shelter as required by this License within the prescribed time in the written notice, the CITY may, at its sole discretion, cause the correction, repair, replace, or removal of the bus shelter. LICENSEE shall pay the City its costs incurred by CITY to correct the bus shelter within thirty (30) days following receipt by LICENSEE of the CITY's invoice. If payment is not received by the due date, a late charge of five percent (5%) per month, compounded monthly, will be added.
- 10.4 In addition to the remedy of liquidated damages, CITY may terminate this License based on any of the grounds, and according to the procedure, set forth in Garden Grove Municipal Code Section 11.36.100.

11. SURRENDER / TRANSFER UPON EXPIRATION

- 11.1 Surrender. Upon expiration or termination of the term hereof, all bus shelters shall expressly remain the property of LICENSEE, subject to the City of Garden Grove's right to demand removal of the shelters and restoration of the respective public improvements to their proper and original condition at LICENSEE'S sole cost and expense.
- 11.2 Transfer. The Parties hereby agree that, in the event CITY desires to acquire the bus shelters from LICENSEE upon expiration or termination of this License, they shall negotiate the sale by LICENSEE to the CITY of all bus shelters covered by this License (the "Inventory") in their "as-is where-is" condition with all faults. Such transaction shall be

memorialized by a bill of sale (or similar instrument) that shall reflect the mutually agreed fair market value of the Inventory at the time of sale.

12. INSURANCE REQUIREMENTS

12.1 COMMENCEMENT OF WORK LICENSEE shall not commence work under this License until it has obtained all insurance required and CITY has approved the insurance. All insurance required by this License shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. All LICENSEE's contractors and subcontractors shall carry the same insurance as that required of LICENSEE herein. LICENSEE shall collect and maintain all insurance from all of its contractors and subcontractors and ensure that all insurance complies with CITY's requirements. All insurance and copies of each policy shall be provided to CITY upon CITY's request.

12.2 WORKERS' COMPENSATION INSURANCE During the duration of this License, LICENSEE shall maintain and require each of its subcontractors to maintain Worker's Compensation Insurance, in at least the minimum amounts required by State law and with an insurance carrier acceptable to CITY.

12.3 INSURANCE AMOUNTS LICENSEE shall maintain the following insurance covering LICENSEE's obligations and activities pursuant to this License for the duration of this License:

- (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 for all autos 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) Other insurance, in a form approved by the CITY, as set forth in Municipal Code Section 11.36.230 with a minimum combined single limit of \$1,000,000 per occurrence. Insurance companies must be reasonably acceptable to CITY, be admitted and licensed in California, and have a Best's Rating of A-, Class VII or better.
- (d) Endorsements and other Requirements.

- (1) An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 12.3(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 LICENSEE. LICENSEE shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.
- (2) An Additional Insured Endorsement for the policy under section 12.3(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.
- (3) For any claims related to this License, LICENSEE's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.
- (4) If LICENSEE maintains higher insurance limits than the minimums shown above, LICENSEE shall provide coverage for the higher insurance limits otherwise maintained by the LICENSEE.

12.4 CITY may, in the exercise of its sole discretion, require the minimum insurance coverages set forth in Section 12.3 to be raised up to \$2,000,000.00 by providing sixty (60) days written notice to LICENSEE pursuant to Section 18 herein.

13. PERFORMANCE BOND LICENSEE shall establish a bond in the sum of \$1,000,000.00 within forty-five (45) days after the effective date of this License to insure faithful performance of LICENSEE's covenants for construction, maintenance, repair or replacement of the shelters, timely payment of all revenues due the CITY under this License, and restoration of shelter and/or bench bus sites to the condition existing prior to installation of the shelters and/or benches, whenever a shelter and/or bench is removed or relocated. The bond shall be in a form acceptable to the City Attorney, and issued by a company licensed to do business in the State of California.

The bond shall be maintained throughout the term of this License. LICENSEE shall restore to the bond any amount the CITY withdraws as damages, within thirty (30) days after the CITY withdraws the money. Failure by LICENSEE to

maintain and/or timely restore the bond shall be deemed to be a material default and grounds for termination by the CITY. The bond shall be released by the CITY at the end of the term of this License provided LICENSEE has fully and faithfully performed each and every term, covenant, and condition of this License.

14. NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY No official or employee of CITY shall be personally liable to LICENSEE in the event of any default or breach by CITY, or for any amount which may become due to LICENSEE.
15. NON-DISCRIMINATION. LICENSEE 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 License.
16. INDEPENDENT CONTRACTOR It is agreed that in the performance of the obligations to be performed by LICENSEE, LICENSEE shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
17. COMPLIANCE WITH LAW LICENSEE shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government in the performance of activities pursuant to this License.
18. 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.

Address of LICENSEE is as follows:

Clear Channel Outdoor, LLC
Attn.: Layne Lawson, VP of Pub. Affairs
19320 Harborage Way,
Torrance, CA 90501
E-mail: LayneLawson@ClearChannel.com

(with a copy to):
CCO Legal Department
Attn: Real Estate Operations Counsel
2325 East Camelback Road, Suite 250
Phoenix, AZ 85016

Address of City is as follows:

Public Works Director
City of Garden Grove
11222 Newhope Street

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

Garden Grove, CA 92843
E-mail: wem@ggcity.org

Garden Grove, CA 92840
E-mail: omars@ggcity.org

19. LICENSES, PERMITS, AND FEES At its sole expense, LICENSEE shall obtain a Garden Grove Business License and all other permits and licenses as may be necessary to perform the activities required by this License or as otherwise required by Chapter 11.36.
20. FAMILIARITY WITH WORK By executing this License, LICENSEE warrants that:
(1) it has investigated the work to be performed; (2) it has investigated the locations of the proposed bus shelters and is aware of all conditions there; and
(3) it understands the facilities, difficulties, and restrictions of the work under this License.
21. TIME OF ESSENCE Time is of the essence in the performance of Licensee's obligations under this License.
22. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT The experience, knowledge, capability, and reputation of LICENSEE, its principals and employees were a substantial inducement for CITY to make this License. LICENSEE shall not contract with any other entity to perform the obligations required without written approval of the CITY. This License may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If LICENSEE is permitted to subcontract of its obligations under this License, LICENSEE shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in the License shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of LICENSEE. CITY will deal directly with LICENSEE.
23. INDEMNIFICATION LICENSEE shall comply with the provisions of Section 11.36.230 of Chapter 11.36. LICENSEE shall protect, defend, and hold harmless CITY and its elective or appointive boards, members, officers, agents, employees and volunteers 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, and for any other damage claim arising out of, or in any way connected with performance of the License by LICENSEE and LICENSEE'S agents, officers, employees, subcontractors, and independent contractors. The only exception to LICENSEE'S responsibility to protect, defend, and hold harmless CITY shall be due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, contractors, employees or volunteers.

This hold harmless provision 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 LICENSEE. This indemnification provision shall survive the termination of this License and

remain in effect until all claims and liability matters pursuant to this provision are fully and finally resolved.

24. LIENS AND CHARGES LICENSEE shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by LICENSEE with respect to the bus shelters. LICENSEE shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the bus shelters by any governmental or quasi-governmental body or any Taxes levied or assessed against CITY or CITY property that are attributable to the bus shelters.
25. INTEGRATION This License constitutes the entire agreement between CITY and LICENSEE relating to this License. Any prior agreements, promises, negotiations, or representations related to this License not expressly set forth in this License are of no force and effect. Any amendment to this License shall be of no force and effect unless it is in writing and signed by CITY and LICENSEE.
26. NON-WAIVER A waiver by either party of any breach of any term covenant, or condition contained in this License shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this License whether of the same or different character.
27. AUTHORITY TO EXECUTE The persons executing this License on behalf of the parties warrant that they are duly authorized to execute this License and that by executing this License, the parties are formally bound.
28. JURISDICTION AND VENUE The parties hereto agree that the State of California is the proper jurisdiction for litigation of any matters relating to this License, and service mailed to the address of LICENSEE set forth herein shall be adequate service for such litigation. The parties further agree that Orange County, California is the proper place for venue as to any such litigation and LICENSEE agrees to submit to the personal jurisdiction of such court in the event of such litigation.
29. SEVERABILITY If any term, covenant, condition, provision or word of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, these parties have executed this License, to be effective, on the day and year first shown above.

“CITY”
CITY OF GARDEN GROVE

“LICENSEE”
CLEAR CHANNEL OUTDOOR, LLC

By: _____
City Manager

By: _____

Name: _____

Title: _____

ATTESTED:

Taxpayer ID No. _____

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

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

ATTACHMENT “A”

GARDEN GROVE MUNICIPAL CODE CHAPTER 11.36

Garden Grove, California Municipal Code

Title 11 PUBLIC PROPERTY

Chapter 11.36 BENCHES AND SHELTERS

11.36.010 Short Title and Definitions

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11.36.010 Short Title and Definitions

This chapter shall be known and may be cited as the “City of Garden Grove Bus Shelter Ordinance.” In this chapter, unless from the context a different meaning is intended, or unless a different meaning is specifically defined:

“Bench” means a seat located upon public property or right-of-way, along any public way, designed or used for the accommodation of passersby or persons awaiting transportation.

“Shelter” means an enclosure, whole or partial, located upon public property or rights-of-way, along any public way, designed or used for the accommodation of passersby or persons awaiting transportation. A shelter may enclose or cover a bench. When a shelter so encloses or covers a bench, the combination shall be included in the term “shelter.”

“Street” means any public thoroughfare or way including the sidewalk, the parkway, and any other public property bordering upon a public way. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.020 License Required

A. No person shall install or maintain any bench or shelter or combination thereof that incorporates advertising panels on any street unless such benches or transit shelters are installed in accordance with a license granted by the City. Installation and maintenance of benches, and shelters with or without benches, are subject to the provisions of this chapter.

B. Any bench or shelter that is in violation of the provisions of this section at the time of adoption of the ordinance codified in this chapter shall be removed within 30 days of the effective date of the ordinance codified in this chapter.

C. Any shelter or bench installed without a permit may be removed by the City without notice and at owner's expense.

D. The grant of this license by the City is subject to whatever right, interest, or privilege others may have in the use and occupation of the sidewalks, curbs, or streets where the shelters are located. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.030 License

A. In the event that City shall issue to the applicant a nonexclusive, revocable license to construct, operate, and maintain one or more bus shelters within the City, such license shall constitute both a right and an obligation to provide such pursuant to the provisions of this chapter and the license agreement. The agreement shall include those provisions of the grantee's application that are finally accepted by the City.

B. This license is granted under the terms and conditions contained in this chapter and consistent with laws of the City, county, state and federal governments. In the terms and conditions on which the City can grant a license, the requirements of such laws shall, without exception, control.

C. This license is made subject to the general ordinance provisions of the City now in effect or hereafter made effective. Nothing in this license shall be deemed to waive the requirements of the various Codes and ordinances of the City regarding permits, fees to be paid, or manner of construction. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.040 Territory

The City may grant a license for all or any defined bus stop locations in the City. The service area shall include all bus stops defined in the license agreement. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.050 Not Exclusive License

The rights granted in this chapter are not exclusive, and during the term of a license, the City may grant to any other company or individual the right to install benches or shelters on public streets and sidewalks within its corporate limits. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.060 Permits Required

A separate permit from the City is required for each bench or shelter location, and each such permit shall be valid only for the particular location specified therein. Each permit to install a bench or shelter must state the name and address of the licensee, and be accompanied by the following:

- A. A plan showing the proposed location of each bench or shelter and such other information as the City Manager or his or her designee may require;
- B. Detailed plans and specifications of the bench or shelter showing materials of construction;

C. Affidavit or declaration of licensee reciting that licensee has caused the owner or person in lawful possession or control of the real property abutting on the public street at the place where the bench or shelter is proposed to be located to be served with a notice. Such notice shall state that licensee will file an application for a permit to erect the bench or shelter and that the person receiving such notice may object to the location of the bench or shelter and that such objection shall be filed with the City Manager or his or her designee; and

D. Performance bond as required hereafter in Section 11.36.140. Licensee shall pay all fees, costs, and permit charges regularly assessed by the City, and further agrees that the shelters shall be constructed in conformity with the Uniform Building Code, as adopted by the City Council. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.070 Term of License Permit

The term of a license shall commence at 12:01 a.m. on the day following execution of the license therefor by City, and shall continue for a term of up to a maximum of 15 years unless previously terminated as hereafter provided, or a transfer of title or control of the shelter has occurred. It is the responsibility of the transferee to apply for and obtain an original license hereunder. Such application shall be made not less than 30 days prior to such transfer. (2804 § 2, 2011; 2704 § 1, 2007; 2060 § 3, 1988)

11.36.080 Renewal

The licensee may apply for renewal of a license in the same manner as an original application. Renewal applications shall be filed not less than 90, nor more than 180 days prior to expiration of the existing license. (2804 § 2, 2011; 2704 § 2, 2007; 2060 § 3, 1988)

11.36.090 Transfer of Ownership or Control

A. Any license granted under this chapter shall be a privilege to be held for the benefit of the public. Such license cannot in any event be sold, transferred, leased, assigned, or disposed of including but not limited to, by forced or voluntary sale, merger, consolidation, receivership, or other means without the prior consent of the City, and then only under such conditions as the City may establish. Such consent as required by the City shall, however, not be unreasonably withheld.

B. The licensee shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the licensee. The word "control" as used in this section is not limited to major stockholders but includes actual working control in whatever manner exercised. A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of 10% of the voting shares of the licensee. Every change, transfer, or acquisition of control of the licensee shall make the license subject to cancellation unless and until the City shall have consented thereto, which consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into the qualification of the prospective controlling party, and the licensee shall assist the City in any such inquiry.

C. The City agrees that any financial institution having a pledge of the license or its assets for the advancement of money for the construction and/or operation under the license shall have the right to notify the City that it or its designee satisfactory to the City will take control, operate, and maintain the bus shelters and benches under such license, and subject to the terms of this chapter. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.100 Termination

A. GROUNDS FOR REVOCATION. The City reserves the right to revoke any license granted hereunder and rescind all rights and privileges associated with the license in the following circumstances, each of which shall represent a default and breach under this chapter and the license:

1. If the licensee shall default in the performance of any of its material obligations under this chapter or under such documents, contracts and other terms and provisions entered into by and between the City and the licensee;
2. If the licensee should fail to provide or maintain in full force and effect the liability and indemnification coverages or the performance bonds as required in this chapter;
3. If any court of competent jurisdiction determines that any material provision of the license documents, including this chapter, is invalid or unenforceable;
4. If the licensee ceases to provide services for any reason within the control of the licensee. The licensee shall not be declared at fault or be subject to any sanction under any provision of this chapter in any case in which performance of any such provision is prevented for reasons beyond the licensee's control. A fault shall not be deemed to be beyond the licensee's control if committed by a corporation or other business entity in which the licensee holds a controlling interest, whether held directly or indirectly;
5. If the licensee attempts to evade any of the provisions of this chapter or the license agreement or practices any fraud or deceit upon the City; or
6. The licensee becomes insolvent, unable, or unwilling to pay its debts, or is adjudged bankrupt.

B. PROCEDURE PRIOR TO REVOCATION.

1. The City may make written demand that the licensee comply with any such requirement, limitation, term, condition, rule, or regulation or correct any action deemed cause for revocation. If the failure, refusal, or neglect of the licensee continues for a period of 30 days following such written demand, the City may place its request for termination of the license upon a regular City Council meeting agenda. The City shall cause to be served upon such licensee, at least 10 days prior to the date of such City Council meeting, a written notice of this intent to request such termination, and the time and place of the meeting.

2. The City Council shall hear any persons interested therein, and shall determine, in its discretion, whether or not any failure, refusal, or neglect by the licensee was with just cause.

3. If such failure, refusal, or neglect by the licensee was with just cause, the City Council shall direct the licensee to comply within such time and manner and upon such terms and conditions as the City Council determines.

4. If the City Council shall determine such failure, refusal, or neglect by the licensee was without just cause, then the City Council may, by resolution, declare that the license of such licensee shall be terminated and bond forfeited.

C. DISPOSITION OF FACILITIES. In the extent a license expires, is revoked, or otherwise terminated, the City may order the removal of the shelters and benches or require the original licensee to maintain and operate the shelters and benches until a subsequent licensee is selected.

D. CITY'S RIGHT NOT AFFECTED. The termination and forfeiture of any license shall in no way affect any of the rights of the City under the license or any provision of law. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.110 Location

A. Benches or shelters shall be installed only at those certain site locations as expressly approved by the Director of Public Works. Benches or shelters shall be located only at active bus stops. If a bus stop is discontinued, the bench or shelter shall be removed and the site restored to its original condition by licensee at its sole expense within 14 days following written notification by the Director of Public Works. The precise location of the benches or shelters at each such site shall be approved by the Director of Public Works and the Transit Agency serving such bus stop prior to the issuance of a building permit therefor. The precise location of the benches or shelters shall generally, in addition to any other applicable provisions hereof, comply with each of the following requirements:

1. A location shall be selected generally in accordance with the needs and priorities of the City;
2. If the property owner, tenant, or person in lawful possession or control of the property abutting the street at proposed shelter location objects to such proposal, the shelter shall not be permitted at that location;
3. No bench or shelter shall be permitted to block existing business signs on neighboring property;
4. No bench or shelter shall be located over storm drain openings or similar structures;
5. No bench or shelter shall be located so as to interfere with the growth of parkway trees;
6. The bench or shelter shall be located no less than 15 feet from any driveway, driveway apron or curb cut;
7. The bench or shelter structure including the roof shall be set back a minimum of 24 inches from the face of the curb;
8. The bench or shelter shall be placed to allow on the sidewalk an unobstructed pedestrian travel-way of 36 inches minimum, four feet preferred;

9. Benches or shelters, in relationship to oncoming buses, may be placed either on the near or far side of the intersection; however, if the curb lane on the near side of the intersection is a right-turn-only lane, the bench or shelter shall be placed only on the far side of such intersection. Any bench or shelter rendered nonconforming by subsequent installation of a right-turn-only lane, licensee shall move the bench or shelter to conform or remove such bench or shelter at expense of licensee. The placement must be approved by the Director of Public Works for satisfactory visibility based on design speed of adjacent highway;

10. As each site is different, no set of location/placement specifications can be entirely satisfactory. Thus, additional consideration shall be given to the unique characteristics of each location, such as street function or appurtenances, features of adjacent properties, and vehicular/pedestrian movements;

11. Any of the above requirements in this section may be waived by City at its sole discretion, if in the interest of public convenience or necessity; and

12. The bench or shelter's material shall reflect a responsible and compatible design with the surrounding area.

B. This section shall not be construed to prohibit installation of benches or shelters by the City for public convenience in any public place, provided the benches or shelters do not display advertising. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.120 Time of Installation

Licensee shall install the first bench or shelter within 60 days from and after the date of issuance of the license, and shall install each remaining authorized bench or shelter within successive 15-day periods from each preceding date for installation. In the exercise of his or her discretion, the Director of Public Works may extend the time limits set forth herein. Time is of the essence in installation of benches or shelters. (2804 § 2, 2011; 2704 § 3, 2007; 2060 § 3, 1988)

11.36.130 Installation

A. Licensee shall obtain all requisite permits and licenses, including building and electrical permits, from the City prior to the construction of any shelter. (Reference Chapter 11.12, Structures in Streets.)

B. The installation shall be plumb, level, true, neat, and rigid in every respect, and in accordance with engineering drawings and the specifications.

C. All benches or shelters shall be on concrete pads with the concrete extending from the shelter to the back of curb. Installation of sidewalk approach and ramps to such bench or shelter may be necessary as determined by the Director of Public Works.

D. The installation base shall be a relatively smooth and level concrete floor with no more than about one and one-half to two percent cross slope and no (or slight) longitudinal slope. Other slope specifications may be approved for reasons of drainage or structural integrity.

E. Where installation of benches or shelters requires the disturbing of existing pavement, excavation and restoration of pavement shall be performed in a manner satisfactory to the Director of Public Works. Any necessary removal of existing sidewalk shall be taken to the nearest scoreline unless otherwise approved by the Director of Public Works.

F. Before any excavation for trench work or for foundation work is to begin, the existing sidewalk shall be sawcut in order to provide a neat excavation and restoration.

G. Where existing curbing is found to be in good condition and presents no hazard to bus stop users, such curbing shall not be disturbed during the installation of the bench or shelter. Conduit shall be passed under the curb in a manner that does not affect the curbing.

H. Where existing curbing is found to be in a condition that presents a potential hazard to bus stop users, such curbing shall be repaired or replaced by the licensee concurrently with construction of the bench or shelter. All aspects of this work shall comply with City standard specifications and all details of the work shall be shown on the site plan.

I. Electrical and telephone service lines shall be underground, except as waived by the City Engineer.

J. Immediately prior to acceptance, the licensee shall clean the entire shelter in strict accordance with the various materials manufacturer's directions.

K. The licensee shall remove all excess materials and restore the work area to its original condition.

L. If the licensee's work results in any damage to utilities, street furniture, vegetation or private property, it will be his or her responsibility to restore or repair the damaged items or properties so that they will be in the original, or better, condition. Any costs involved will be borne solely by the licensee.

M. Any of the above provisions of this section may be waived by the City at its sole discretion.

N. Licensees shall install and maintain trash receptacles next to the benches. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.140 Security Deposits

Before the issuance of any permits for the installation of any bus shelter, the licensee shall, as directed by the City, make a cash deposit or provide a performance bond in a form acceptable to the City Attorney, in the amount approved by the City Council resolution. (2804 § 2, 2011; 2704 § 4, 2007; 2290 § 1 (15), 1994; 2151 § 1, 1990; 2060 § 3, 1988)

11.36.150 Compensation

A. In consideration of the authorization granted, licensee shall pay to the City a fee in the amount as designated in the license. In the City's discretion, the fee may be a specified percentage of the gross advertising revenues received by licensee for the rental of advertising space in and on each bench or shelter, a minimum basic fee per month per bus shelter or bench, a flat fee per month for all bus shelters or benches to be installed and maintained pursuant to the license, or such other fee as the City determines is appropriate.

B. Licensee shall make payment to the City on a monthly basis, such payment to commence upon the date of commencement of installation of the respective bench or shelter, or as otherwise provided in the license. Such monthly payment shall be made to the City in advance on or before the 1st day of each month for the next following monthly period.

C. All payments from licensee to the City based in whole or in part on a percentage of gross advertising revenues shall be supported by a statement of account showing all bench or shelter locations and revenues received.

D. Licensee shall allow inspection of its books and records by City officials as authorized by the City Manager or Finance Director at licensee's office during reasonable business hours to determine revenues due to the City.

E. If the fee paid by the licensee to the City is based in whole or in part on a percentage of gross advertising revenues, licensee shall provide quarterly reports (unaudited) concerning gross advertising receipts derived from benches or shelters within the City to the Finance Director within 30 days after the conclusion of each calendar quarter.

F. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable under this chapter or for the performance of any other obligation of the licensee. In the event that any payment or recomputed amount is not made on or before the dates specified in this section, licensee shall pay as additional compensation:

1. An interest charge, computed from such due date, at the annual rate equal to the commercial prime interest rate in effect upon the due date.

2. A sum of money equal to five percent of the amount due in order to defray those additional expenses and costs incurred by the City by reason of delinquent payment.

G. As part of the consideration to be paid to the City by licensee for granting of the license, the City may require licensee to provide the City with up to 20% of the total advertising space on each bench or shelter for the City's use for public service advertisements, as requested by the City. (2804 § 2, 2011; 2704 § 5, 2007; 2060 § 3, 1988)

11.36.160 Maintenance

A. Licensee shall maintain, repair, clean, and service the shelters. Licensee shall be at liberty to enter upon and into shelters at any reasonable time with personnel and all necessary materials, including but not limited to electric wires, meters, clock work machinery, and other items reasonably necessary for making such shelter effective. All such work shall be performed at the sole expense of licensee. Each bench or shelter shall be cleaned not less than two times per week.

B. Licensee shall comply with each of the following requirements:

1. Such bench or shelter shall display, in a conspicuous place thereon, the name, address, and telephone number of licensee; and

2. Licensee shall, at its sole expense, maintain such bench or shelter in a neat, attractive, safe, and sanitary manner at all times during the term of this license or any extension thereof. Routine maintenance and cleaning, including emptying of trash receptacles and related services, shall be provided the bench or shelter by licensee at least once per week. Any damaged, defective, defaced, or worn out part of the bench or shelter shall be repaired or replaced by licensee within 48 hours following discovery thereof by licensee or receipt of notice thereof by licensee from the City, whichever is earlier; provided, however, that any condition that, in the opinion of the Director of Public Works, constitutes a safety hazard shall be corrected, repaired, replaced or removed by licensee immediately upon notification thereof by the City. In the event licensee fails to repair or replace such bench or shelter within the time herein specified, the City may at its sole discretion, cause the repair or removal of the bench or shelter and apply licensee's cash deposit toward the cost thereof, in whole or part. Any costs not so applied shall be paid directly to the City by licensee within 10 days following receipt by licensee of an invoice therefor. Licensee shall, at its sole expense, be responsible for the restoration of all sidewalks, curbs, streets, or other public improvements that are disturbed during, or as the result of the construction, maintenance, or removal of the bench or shelter. Such improvements shall be restored to a condition at least comparable to that which existed immediately prior to licensee's activities. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.170 Costs of Improvement

Licensee shall pay all costs and expenses for:

A. The design, construction, maintenance, and removal of the benches and shelters; and

B. The restoring to proper condition of the sidewalks, curbs, or streets that may be disturbed during the construction or removal of any bench or shelter. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.180 Removal for Public Improvements

Licensee shall remove any bench or shelter that will interfere in any way with the construction, maintenance, or repairs of any public utilities, public works, or public improvements of any description, and restore the respective sidewalks and curbs to their proper and original condition if so required by the City; the cost and expense of such removal and restoration shall be borne by licensee. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.190 Limitations on Advertising Display

Licensee agrees that it shall utilize any authorized bench or shelter for advertising material only in accordance with the following:

- A. No advertising shall be permitted on any bench located within a shelter that displays advertising;
- B. Advertising display area shall not exceed maximum dimensions of four feet by six feet;
- C. No advertisement or sign on any shelter shall be displayed except in the area designated for advertising;
- D. No advertising or sign on any shelter shall display or depict any specified sexual activity or specified anatomical area as described in Section 9.16.020.070.B.1;
- E. No advertisement or sign on any shelter shall display any word, phrase, symbol, or character likely to interfere with, mislead, or distract traffic or conflict with any traffic-control device;
- F. Licensee shall remove all such advertising within 24 hours after the City serves notice upon licensee requiring the removal of such advertising pursuant to this section;
- G. No advertising for tobacco products or alcoholic beverages shall be displayed. Any advertising in violation of this section may be summarily removed by the City at expense of licensee; and
- H. No advertising shall be permitted on those shelters provided by the licensee as nonadvertising benches or shelters under the provisions of the program. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.200 Removal of Shelter

- A. Licensee shall retain the right to remove any bench or shelter upon 30 days notice to the City in the event the federal, state, municipal, or other proper authorities should, after the effective date of the ordinance codified in this chapter, establish any rules, regulations, or taxations that shall so restrict location, construction, maintenance, or operation of the benches or shelters as to substantially diminish the value of the benches or shelters for advertising purposes, or in the event of "chronic vandalism," as hereinafter defined.

B. In the event the City fails to receive notice of renewal of the permit not less than 90 days before the expiration date thereof, or fails to receive renewal of the performance guarantee bond, the comprehensive general liability insurance, or any of them, not less than 30 days before the expiration date thereof, or in the event either or both the performance bond or comprehensive general liability insurance are cancelled and no evidence of equal coverage is filed with the City not less than 30 days prior to the expiration date of either coverage, or upon termination of the license for any reason, licensee agrees to immediately remove all of its benches or shelters and if it fails to do so within 30 days after notice to do so is mailed by the City, the City shall have the right to remove the benches or shelters and licensee agrees to pay to the City, City's costs for such removal and site restoration.

C. "Chronic vandalism" shall be defined as damages inflicted to an individual bench or shelter during any six-month period that require cumulative expenditures for replacement and repair that exceed the original cost of construction and installation of the bench or shelter.

D. Upon removal of any or all benches or shelters erected by licensee hereunder, all material shall be removed from the site, including, but not by way of limitation, all wires. The site shall be restored to the condition as it existed prior to installation of the bench or shelter, including complete restoration of any sidewalk upon which the bench or shelter was located. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.210 Utilities

Licensee shall pay all sums that may become due for electrical energy supplied to the benches or shelters and shall keep the City indemnified against any and all such costs. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.220 Taxes

Licensee shall be solely responsible and liable for payment of any and all property taxes levied upon possessory or other interests that may arise by virtue of the grant of a franchise or license to licensee under this chapter. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.230 Insurance

A. INDEMNIFICATION. Licensee will indemnify and save harmless the City, its officers, agents, servants, and employees, against all claims, costs, expenses, damages, liabilities, and judgments of every kind and character, resulting by reason of the erection, maintenance, operation, or removal of any of the benches or shelters subject of the license granted pursuant to this chapter, sustained or claimed by any person, firm, or corporation whomsoever and whatsoever, caused or alleged to have been caused, directly or indirectly, by an act or omission, negligent or otherwise, of licensee, its agents, servants, and employees, or occasioned by any work performed by licensee or by the permission granted by the City in this chapter, and shall defend any such action or suit brought against those so indemnified, and shall pay all costs and expenses of whatsoever nature resulting therefrom, and in connection therewith and to pay, on behalf of those so indemnified, the amount of any judgment that may be entered against any of them in any such action or suit.

B. **INSURANCE.** Licensee shall at all times carry on all operations hereunder, bodily injury and property damage liability insurance, including automotive bodily injury and property damage liability insurance, in forms and underwritten by insurance companies satisfactory to the City for: all operations, subcontract work, contractual obligations, product, or completed operation, all owned vehicles and non-owned vehicles. Such insurance coverage obtained by licensee shall name the City, its officers, agents, and employees and all public agencies as determined by the City as additional insureds on such policies. Licensee shall require its insurer to waive its subrogation rights against the City and agrees to provide certificates evidencing the same.

1. Before licensee performs any work at, or prepares or delivers materials to, the sites of construction, licensee shall furnish to the City certificates of insurance subject to approval of the City Attorney. Certificates shall provide the name and policy number of each carrier and policy and indicate that the insurance is in force and will not be cancelled without 30 days' written notice to the City. All of the foregoing insurance coverages shall be maintained in force until the work is fully completed and accepted by the City.

2. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification under this section and the license. The following insurance coverage shall be obtained and maintained: not less than \$1,000,000.00 combined single limit coverage for all items:

- a. Bodily injury liability and automotive bodily injury liability (including non-ownership and hired cars);
- b. Property damage liability and automotive property damage liability;
- c. General public liability insurance; and
- d. Products liability insurance.

3. The City Manager may, in his or her sole discretion, require the above minimum insurance coverages to be increased to up to \$2,000,000.00 upon giving 60 days' written notice to licensee.

4. The Finance Director shall at all times have the right to demand the original or a copy of all such policies of insurance. All premiums on the insurance required in this section shall be prepaid by the principal insured and shall not be an obligation of the City.

C. **WORKERS' COMPENSATION.** Licensee shall comply with all applicable provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Divisions 4 and 5 of the California [Labor Code](#) and all amendments thereto; and all similar state or federal acts or laws applicable; and shall indemnify and hold harmless the City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including attorney's fees and costs presented, brought, or recovered against the City, for or on account of any liability for failure to obtain Workers' Compensation Insurance. Licensee shall furnish evidence of workers' compensation and employer's liability insurance with limits of at least statutory coverage to the City in such form as is acceptable to the City Attorney. (2804 § 2, 2011; 2704 § 6, 2007; 2060 § 3, 1988)

11.36.240 Transfer of Ownership

Whenever a bench or shelter for which a permit has been issued, has been sold or title or control thereof is transferred, a new permit must be obtained by the new owner. (2804 § 2, 2011; 2060 § 3, 1988)

11.36.250 Permit Index File

The Director of Public Works shall keep and maintain an index file of all permits granted or renewed under the provisions of this chapter, and shall furnish a copy of all permits granted or renewed to the City Clerk. The Director of Public Works shall make annual surveys as to the location and condition of all such benches and shelters permitted in this chapter. (2804 § 2, 2011; 2704 § 7, 2007; 2060 § 3, 1988)

11.36.260 Enforcement

The Director of Public Works shall enforce the provisions of this chapter. (2804 § 2, 2011; 2060 § 3, 1988)

Contact:

City Clerk: 714-741-5040

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ATTACHMENT “B”

BUS STOPS / BUS SHELTER LOCATIONS



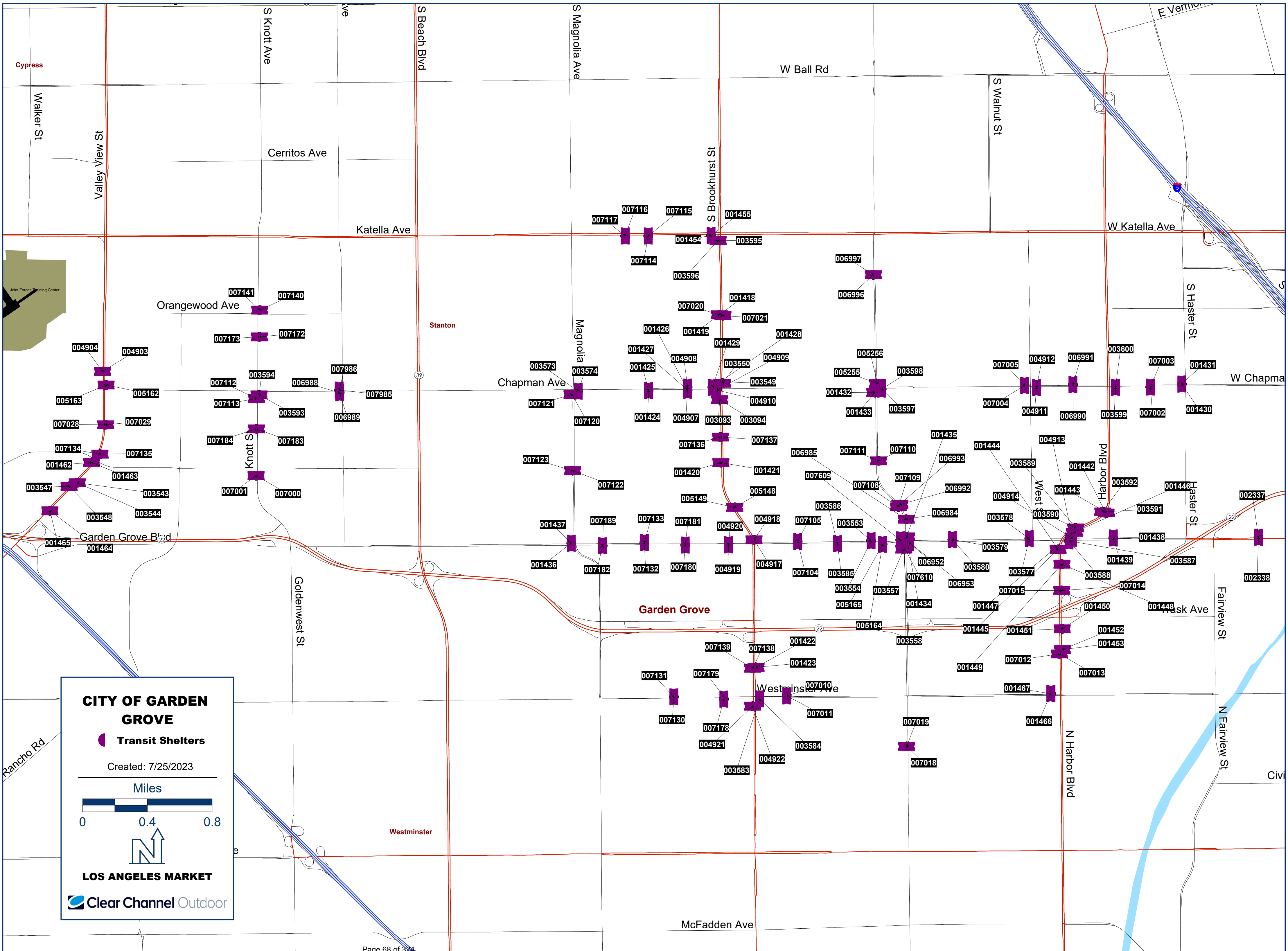
Line	Site Code	Panel ID	Area Name	Street One	Street two	Latitude	Longitude
1	801368	7136 7137	Garden Grove	Brookhurst	Bixby	33.78402516	-117.95880497
2	802693	3549 3550	Garden Grove	Brookhurst	Chapman	33.78909408	-117.958553708
3	804731	3093 3094	Garden Grove	Brookhurst	Chapman	33.787528925	-117.958901051
4	800133	4917 4918	Garden Grove	Brookhurst	Garden Grove	33.77436	-117.955
5	803016	3595 3596	Garden Grove	Brookhurst	Katella	33.802505	-117.959053
6	801990	1420 1421	Garden Grove	Brookhurst	Lampson	33.781604295	-117.958750591
7	801304	7020 7021	Garden Grove	Brookhurst	Orangewood	33.795434659	-117.958519904
8	801991	1418 1419	Garden Grove	Brookhurst	Orangewood	33.795524449	-117.958918099
9	800259	5148 5149	Garden Grove	Brookhurst	Stanford	33.777422776	-117.957169026
10	801993	1422 1423	Garden Grove	Brookhurst	Traylor	33.762376704	-117.954783067
11	800135	4921 4922	Garden Grove	Brookhurst	Westminster	33.758732149	-117.955156258
12	801369	7138 7139	Garden Grove	Brookhurst	Woodbury	33.76229797	-117.95515448
13	801994	1428 1429	Garden Grove	Chapman	Brookhurst	33.788699546	-117.959708742
14	801288	6990 6991	Garden Grove	Chapman	Buaro	33.788943	-117.918945
15	801995	1426 1427	Garden Grove	Chapman	Garden Promenade	33.788429504	-117.962499544
16	801996	1424 1425	Garden Grove	Chapman	Gilbert	33.788398917	-117.966918946
17	801997	1430 1431	Garden Grove	Chapman	Haster	33.789003637	-117.906619024
18	801294	7002 7003	Garden Grove	Chapman	Summerset	33.788727999	-117.91018732
19	801295	7004 7005	Garden Grove	Chapman	West	33.78888743	-117.924397658
20	801287	6988 6989	Garden Grove	Chapman	Western	33.788179886	-118.0018603
21	800128	4909 4910	Garden Grove	Chapman Av	Brookhurst	33.788447672	-117.959203881
22	803027	3597 3598	Garden Grove	Chapman Av	Euclid	33.78853332	-117.940567867
23	803038	3599 3600	Garden Grove	Chapman Av	Harbor Blvd	33.788704352	-117.914125477
24	802895	3573 3574	Garden Grove	Chapman Av	Magnolia	33.788343604	-117.974890662
25	800127	4907 4908	Garden Grove	Chapman Av	Von's Pavilion	33.78871456	-117.962515489
26	800129	4911 4912	Garden Grove	Chapman Av	West	33.78866213	-117.923066351
27	801755	7985 7986	Garden Grove	Chapman Av	Western Av	33.788449589	-118.001921963
28	801284	6984 6985	Garden Grove	Euclid	Acacia	33.77630548	-117.937796057
29	801303	7018 7019	Garden Grove	Euclid	Business Center	33.754945201	-117.93774194
30	801950	1432 1433	Garden Grove	Euclid	Chapman	33.788198536	-117.941336297



Line	Site Code	Panel ID	Area Name	Street One	Street two	Latitude	Longitude
31	801998	1434 1435	Garden Grove	Euclid	Garden Grove	33.774638649	-117.937747918
32	801354	7110 7111	Garden Grove	Euclid	Lampson	33.78179138	-117.94091463
33	801291	6996 6997	Garden Grove	Euclid	Palma Vista	33.79927913	-117.941512796
34	801289	6992 6993	Garden Grove	Euclid	Stanford	33.77769	-117.938502
35	801353	7108 7109	Garden Grove	Euclid	Stanford	33.77745965	-117.93868303
36	800322	5255 5256	Garden Grove	Euclid St	Chapman	33.789061689	-117.941033148
37	802735	3557 3558	Garden Grove	Euclid St	Garden Grove	33.773494373	-117.938066294
38	801393	7182 7189	Garden Grove	Garden Grove	Cannery	33.773803872	-117.97211396
39	801266	6952 6953	Garden Grove	Garden Grove	Euclid	33.774073806	-117.937437597
40	801392	7180 7181	Garden Grove	Garden Grove	Galway	33.773864856	-117.962784727
41	801366	7132 7133	Garden Grove	Garden Grove	Gilbert	33.77409532	-117.96739608
42	803245	1436 1437	Garden Grove	Garden Grove	Magnolia	33.77404287	-117.975673319
43	801351	7104 7105	Garden Grove	Garden Grove	Nutwood	33.77421349	-117.95006096
44	801999	1438 1439	Garden Grove	Garden Grove	Palm	33.774533146	-117.914378977
45	802928	3579 3580	Garden Grove	Garden Grove Blvd	9th St	33.774388244	-117.932582246
46	801549	7609 7610	Garden Grove	Garden Grove Blvd	Euclid	33.774356814	-117.938461959
47	800130	4913 4914	Garden Grove	Garden Grove Blvd	Harbor Blvd	33.774504332	-117.918998916
48	802973	3587 3588	Garden Grove	Garden Grove Blvd	Harbor Blvd	33.77424954	-117.919377846
49	800134	4919 4920	Garden Grove	Garden Grove Blvd	Kerry Av	33.77388887	-117.957876541
50	800268	5164 5165	Garden Grove	Garden Grove Blvd	Main	33.773950279	-117.940461256
51	802713	3553 3554	Garden Grove	Garden Grove Blvd	Main	33.774269211	-117.941762702
52	802962	3585 3586	Garden Grove	Garden Grove Blvd	Nelson	33.773996	-117.945575
53	802917	3577 3578	Garden Grove	Garden Grove Blvd	West	33.774492483	-117.923875131
54	801301	7014 7015	Garden Grove	Harbor	Flagstone	33.769616519	-117.920202376
55	802000	1446 1447	Garden Grove	Harbor	Garden Grove	33.775085991	-117.918775858
56	802001	1448 1449	Garden Grove	Harbor	Garden Grove	33.77206693	-117.920173395
57	802002	1444 1445	Garden Grove	Harbor	Garden Grove	33.773464775	-117.920614236
58	802004	1442 1443	Garden Grove	Harbor	Palm	33.776884	-117.915206
59	802005	1450 1451	Garden Grove	Harbor	Trask	33.765999049	-117.920153098
60	801300	7012 7013	Garden Grove	Harbor	Woodbury	33.763629	-117.920474



Line	Site Code	Panel ID	Area Name	Street One	Street two	Latitude	Longitude
61	802006	1452 1453	Garden Grove	Harbor	Woodbury	33.764028622	-117.92013348
62	802984	3589 3590	Garden Grove	Harbor Blvd	Buaro	33.775485723	-117.918613822
63	802995	3591 3592	Garden Grove	Harbor Blvd	Palm	33.777013	-117.91557
64	802007	1454 1455	Garden Grove	Katella	Brookhurst	33.80297111	-117.959868935
65	801357	7116 7117	Garden Grove	Katella	Garza	33.80293414	-117.96956331
66	801356	7114 7115	Garden Grove	Katella	Gilbert	33.802934	-117.966964
67	801394	7183 7184	Garden Grove	Knott	Belgrave	33.784795304	-118.011278484
68	801355	7112 7113	Garden Grove	Knott	Chapman	33.78764099	-118.01127434
69	801293	7000 7001	Garden Grove	Knott	Lampson	33.780381005	-118.011308723
70	801387	7172 7173	Garden Grove	Knott	Leilani	33.793442151	-118.010944367
71	801371	7140 7141	Garden Grove	Knott	Orangewood	33.79595994	-118.01089078
72	803006	3593 3594	Garden Grove	Knott Av	Chapman	33.787987683	-118.010969123
73	801360	7120 7121	Garden Grove	Magnolia	Chapman	33.7880311	-117.97558218
74	801361	7122 7123	Garden Grove	Magnolia	Lampson	33.78086174	-117.97552854
75	801309	7028 7029	Garden Grove	Valley View	Bellgrave	33.78517323	-118.02832514
76	802661	3543 3544	Garden Grove	Valley View	Cerulean	33.779729	-118.031539
77	802683	3547 3548	Garden Grove	Valley View	Cerulean	33.779390032	-118.032465055
78	800125	4903 4904	Garden Grove	Valley View	Chapman	33.790184242	-118.028679861
79	800267	5162 5163	Garden Grove	Valley View	Chapman	33.788918519	-118.02828057
80	801367	7134 7135	Garden Grove	Valley View	Lampson	33.78241114	-118.02895814
81	803335	1462 1463	Garden Grove	Valley View	Lampson	33.781646758	-118.029905496
82	802010	1464 1465	Garden Grove	Valley View	Tiffany	33.777089833	-118.034622116
83	802011	1466 1467	Garden Grove	Westminster	Harbor	33.759921	-117.921433
84	801365	7130 7131	Garden Grove	Westminster	Bushard	33.75959757	-117.96407014
85	801299	7010 7011	Garden Grove	Westminster	Dawson	33.759680201	-117.951315246
86	801390	7178 7179	Garden Grove	Westminster	Kerry	33.759386752	-117.958401281
87	802951	3583 3584	Garden Grove	Westminster Av	Brookhurst	33.759409	-117.95438



CITY OF GARDEN GROVE

 **Transit Shelters**

Created: 7/25/2023

Miles

0 0.4 0.8



LOS ANGELES MARKET

 Clear Channel Outdoor

ATTACHMENT "C"
LICENSEE'S PROPOSAL



PROPOSAL FOR THE CITY OF GARDEN GROVE

IN RESPONSE TO REQUEST FOR PROPOSAL RFP NO. S-1301

Provide Construction, Installation, Maintenance, Operation and Administration of bus shelters and benches within the City of Garden Grove right-of-way



Attachment "B"

Table of Contents

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V. Qualifications - Page 12

VI. Exceptions, Deviations and Comments - Page 16

VII. Appendix Page 17

I COVER LETTER

SUBMITTED VIA PLANETBIDS (City of Garden Grove)

December 14, 2022

Sandra Segawa
Purchasing Division Manager
City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92840

RE: Clear Channel Outdoor LLC.'s Response to the City of Garden Grove (City) Request for Proposal for construction, installation, maintenance, operation and administration of bus shelters and benches.

Dear Ms. Segawa:

As your incumbent bus shelter and bus bench service, maintenance, and advertising provider, Clear Channel Outdoor, Inc. (CCO) is pleased to submit the enclosed proposal to the City of Garden Grove for construction, installation, maintenance, operation and administration of bus shelters and benches request for proposal.

With more than 240,000 displays under management, Clear Channel Outdoor is one of the largest outdoor advertising companies in the U.S. In Southern California, our flagship market, CCO manages and maintains over 9,000 displays, including 3,000 bus shelter and transit assets. Of our 30 city and municipality partners in the Southern California region, Garden Grove continues to be an integral part of the Clear Channel family.

The following proposal demonstrates our determination and ability to continue serving as the City's bus shelters, bus benches, and advertising partner by delivering an aesthetically pleasing and sustainable transit amenity program and a level of customer service unparalleled in the market. As such, CCO proposes to maintain the existing inventory of bus shelters and bus benches currently deployed in the City, along with a robust refurbishment, maintenance, repair, and/or replacement program. Details of our proposal are further discussed in the RFP proposal. CCO is proposing to work collaboratively with the City to deliver the best possible transit amenity program.

We look forward to an opportunity to discuss this proposal in further detail with you and your colleagues. In the meantime, please let us know if you have any questions. This proposal shall remain valid for one hundred eighty (120) days from the submitted date.

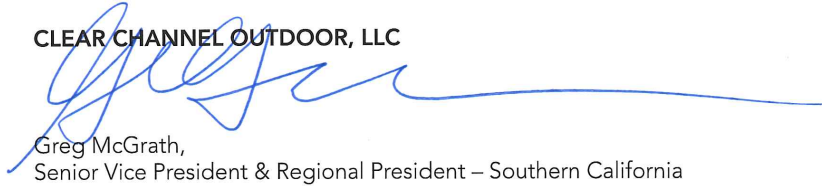
I COVER LETTER

CCO's primary contact for this RFP proposal is Layne Lawson, Vice President of Public Affairs. Layne can be reached at (310) 755-7234 or LayneLawson@ClearChannel.com. CCO's Southern California Offices, based at 19320 Harborage Way, Torrance, CA 90501.

We thank you for this opportunity and respectfully present our response to your request for proposal.

Sincerely,

CLEAR CHANNEL OUTDOOR, LLC

A handwritten signature in blue ink, appearing to read 'Greg McGrath', with a long horizontal flourish extending to the right.

Greg McGrath,
Senior Vice President & Regional President – Southern California

II CITY-REQUIRED DOCUMENTS

RFP No. S-1301

CITY OF GARDEN GROVE

PROPOSAL REQUIREMENTS

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER NAME/COMPANY NAME:

Clear Channel Outdoor, LLC

SANDRA SEGAWA, PURCHASING DIVISION MANAGER
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

In response to the request to Provide Construction, Installation, Maintenance, Operation and Administration of bus shelters and benches within the City of Garden Grove right-of-way per the Scope of Services, we the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Services & Specifications at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

II CITY-REQUIRED DOCUMENTS

The undersigned will also deliver the necessary original Certificates of Insurance to the CITY prior to the commencement of Scope of Work. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding, and full consideration of the following Addenda to the RFP Documents:

Addenda No. 1 & 2

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

<u>Layne Lawson</u>	<u>Vice President of Public Affairs</u>	<u>310-755-7234</u>
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

BY:



Greg McGrath (Dec 12, 2022 08:24 PST)

(Signature)

Proposer's Business Address
and Telephone/Fax Numbers:

19320 Harborage Way Torrance, CA 90501
310-550-0600

Greg McGrath

(Type or Print Name)

Senior Vice President & Regional President - Southern California

(Title)

gregmcgrath@clearchannel.com

(Email Address)

II CITY-REQUIRED DOCUMENTS

BIDDER/CONTRACTOR/CONSULTANT STATEMENT REGARDING INSURANCE COVERAGE (Submit with IFB/RFP Package)

This signed document must be included with your bid/proposal package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR/CONSULTANT HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Clear Channel Outdoor, LLC

Please Print (Person, Firm, or Corporation)

Layne Lawson

Signature of Authorized Representative

Layne Lawson Vice President of Public Affairs

Please Print (Name & Title of Authorized Representative)

12/14/2022

310-755-7234

laynelawson@clearchannel.com

Date

Phone Number

Email

Please note that the City of Garden Grove is now contracted with EBIX for insurance certificate management and review services. EBIX will collect the insurance requirements in the contract on behalf of the City. If you are awarded the contract, you will be contacted by EBIX regarding the insurance requirements listed on Pages 16-17 in the sample contract. Please forward all insurance documents to EBIX directly per their instructions when contacted.

NOTE: All insurance certificates and endorsements must be received by or sent to EBIX within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process. Please do not send any insurance documents to the City but please use the following email address to send insurance documents to Ebix directly: ggcity@ebix.com.

II CITY-REQUIRED DOCUMENTS



STATEMENT OF COMPLIANCE

The undersigned Proposer declares that the Proposal submitted to Provide Construction, Installation, Maintenance, Operation and Administration of bus shelters and benches within the City of Garden Grove right-of-way per the Scope of Services described in, and in response to City of Garden Grove RFP No. S-1301 was prepared in strict compliance with the instructions, conditions and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. At least one box for each item must be checked.

RFP Instructions and Terms & Conditions (Check One)

☒ No Exceptions Taken

☐ Exceptions Taken

Scope of Services (Check One)

☒ No Exceptions Taken

☐ Exceptions Taken

Draft Agreement/Insurance Requirements (Check One)

☒ No Exceptions Taken

☐ Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

Layne Lawson

Signature

12/14/2022

Date

Layne Lawson Vice President of Public Affairs
Printed Name and Title

Clear Channel Outdoor, LLC
Name of Proposer

(Attach a separate sheet(s) detailing each exception being taken, if applicable)

II CITY-REQUIRED DOCUMENTS

NON-COLLUSION STATEMENT (ATTACHMENT "C") REQUEST FOR PROPOSAL S-1301

It is understood and agreed that:

1. No proposal will be accepted unless authorized representatives of proposing organizations attend the mandatory pre-proposal conference at the stated time and location specified within the RFP document.
2. After the contract has been awarded, the designed Contractor shall attend a pre-job conference. The Contractor shall be informed of said time and location.
3. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of the agreement shall affect or modify any of the terms or obligations of this proposal.
4. The City will not be responsible for any errors or omissions on the part of the undersigned in making up his proposal, nor will proposers be released on account of errors.
5. The undersigned hereby certifies that this proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm or corporation to refrain from proposing, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other proposer.
6. The Undersigned is licensed in accordance with the Laws of the State of California.

BY: Layne Lawson

(Authorized Signature)

Layne Lawson

(Type or Print Name)

Vice President of Public Affairs

(Title)

laynelawson@clearchannel.com

(Email Address)

Clear Channel Outdoor, LLC

(Company Name)

310-755-7234

(Telephone Number)

II CITY-REQUIRED DOCUMENTS

EXHIBIT D

ELECTRICAL SERVICES SCOPE OF WORK

It is understood and agreed that:

1. LICENSEE shall use electrical sources other than the traffic signal electrical service when said sources are closer to their bus shelters. Cost of installation, maintenance, and electrical service shall be at LICENSEE'S expense.
2. LICENSEE shall be permitted to use the traffic signal circuit for illumination of its advertising bus shelters if other sources are inaccessible. Licensee shall equip all bus shelters powered by the traffic signal circuit with its own photo control/photo-cell. Cost of installation and maintenance shall be at the LICENSEE'S expense.
3. When CITY'S electrical source is used. LICENSEE will place a 5 amp fuse between the shelter and CITY'S power source to prevent signal malfunctions. Fuse shall be located in traffic signal electrical service cabinet where feasible. If infeasible, fuse splice will be permitted in pull box as approved by CITY.
4. LICENSEE will send a list of proposed shelter locations to CITY'S Traffic Engineering Division, indicating site to be energized by traffic signal electrical source.
5. CITY'S Traffic Engineering Division will tag conductors to be used based on its approved list supplied by LICENSEE. LICENSEE shall bear any costs associated with conductor identification.
6. CITY electrical permits and inspections shall be applied for by State licensed electrical contractor. LICENSEE is required to obtain City electrical permit for City inspection. All work shall be performed by a certified electrician and paid for by the LICENSEE.
7. Electrical contractor shall furnish detailed electric schematics showing conduit, shelter, vault location and fuse location. These schematics will be sent to CITY and LICENSEE.
8. All electrical work shall conform to the State of California, Department of Transportation. Standard Specifications latest edition. Fuses and splice connectors shall conform to installation and material standards section 86-2-095 "Fuse Splice Connectors" of the State Standard Specifications.
9. LICENSEE shall be fully responsible for all repair and maintenance of fuses, splice connectors and associated components. Any disruption to the traffic signal electrical service resulting from the shelter lighting connection shall be immediately repaired and paid for by LICENSEE.
10. LICENSEE shall pay the CITY a flat fee of \$30.00 per month per shelter energized by CITY power sources. Payments shall be paid to the CITY monthly. LICENSEE shall also furnish a list of shelters that are energized by CITY power.

III BACKGROUND & PROJECT SUMMARY

Clear Channel Outdoor has been proud to serve as the City's bus shelter service and maintenance provider over the past fifteen years. As your incumbent bus shelters and benches service maintenance vendor and advertising partner, CCO is familiar with the City, and the requirements as described in the RFP's Scope of Services. Indeed, we have fulfilled these requirements on a day-to-day basis during our tenure with Garden Grove and hope to continue do so for another fifteen years to come.

Except as otherwise noted in the Exception and Deviation section, our approach and methodology toward the execution of the Scope of Work as outlined in the RFP are detailed below.

Maintenance – CCO will continue to service and maintain the existing CCO-owned bus shelters and bench locations, including:

- Implement a 3-year plan to refurbish all 88 existing Clear Channel owned and operated bus shelter and bench locations and trash receptacles. Refurbishment will begin with 30 City Designated "Hot Spot" locations in the first year followed by 29 locations each in years two (2) and three (3).
- Shelters shall be eligible for refurbishment a second time upon the City's written request according to the following schedule: (a) any Shelter refurbished during the first (1st) year of the Term shall be eligible for a second refurbishment during the eleventh (11th) year of the

Term; (b) any Shelter refurbished during the second (2nd) year of the Term shall be eligible for a second refurbishment during the twelfth (12th) year of the Term; and (c) any Shelter refurbished during the third (3rd) year of the Term shall be eligible for a second refurbishment during the thirteenth (13th) year of the Term.

- Weekly refuse collection & liner replacement (Twice per week at 30 City designated "Hot Spots")
- Graffiti removal
- Repair and parts replacement
- Debris removals (immediate vicinity of the bus shelter or bench)
- General light cleaning and maintenance as needed
- Scheduled, quarterly water pressure washing and/or steam cleaning of all 30 "hot-spot" locations and of all locations when specifically or urgently requested by the City

Staffing – CCO will provide the necessary resources and staffing to carry out the prescribed scope of work, including the regular service and maintenance program described above, as well as the revenue generation to fulfill the financial obligations of this agreement with the City as has been the case under the existing agreement. Furthermore, CCO will display the contact information on bus shelters for the public's use as well as providing the City with emergency contact information to address urgent matters.

Scheduling – While most of the work activities will be conducted during the 5:30am to 5:00pm hours, some CCO work activities may also be performed beyond these hours. This flexibility allows for adequate coverage given the large city geography, as well as minimizing traffic impacts on city residents and commuters (due to potential lane closures, etc.).



III BACKGROUND & PROJECT SUMMARY



Advertising Sales – As referenced in the cover letter and in other parts of this RFP response, CCO is one of the largest out-of-home media companies nationally and internationally. CCO has approximately 400 sales professionals and associates, spanning across regional offices in the U.S. CCO's Southern California offices is home to over two dozen sales professionals, including two sales staff dedicated solely to Orange County bus shelter products.

As your incumbent bus shelters and benches services, maintenance, and advertising partner, Clear Channel is keenly aware of how important the Garden Grove portfolio is to the Southern California market. For over the past decade, we have worked diligently to exceed expectations. To do this, we've remained true to our core business model because – first and foremost – we are sellers of out of home advertising. We do this better than any other firm in the industry by employing a multi-channel sales approach that is a unique and powerful combination of traditional and nontraditional sales disciplines. Furthermore, our sales and marketing architecture is interconnected by communication conduits that provide rock solid revenue generation and top to bottom inventory management. CCO delivers results with:

- An award-winning marketing team whose contemporary marketing tools and data analytics division is setting the industry standard for gathering information

advertisers demand and first-to-market programs that allow media buyers to view inventory in real time.

- Protocols that allow us to target out-of-home audiences, attribute campaigns and retarget consumers so media buyers can make the right media and inventory decisions in a full-service or programmatic way.
- A sales support team that employs Six Sigma protocols and Salesforce methodologies to ensure the sales process develops seamlessly from first call to campaign deployment.
- What sets Clear Channel apart is how we utilize reporting to inform and serve the needs of our client partners. It isn't just about parsing data. It's about digging in and revealing the nuances that establish trends – positive or negative – and supporting the former while mitigating the latter.

CCO's unique sales approach is driven by its hyper-local, local, regional, national, and programmatic divisions, which are unsurpassed in reach and penetration at the street level and in major ad markets around the world. Additionally, our automated private marketplace has unlocked the transacting pathway to the \$30B programmatic market. In fact, Clear Channel Outdoor designed and implemented the outdoor industry's first programmatic selling of its digital assets into the broader cross-channel ad tech ecosystem. In short, our programmatic division automated CCO's digital out-of-home (DOOH) inventory to meet the growing demands of brands and advertisers.

City of Garden Grove Business License –

CCO has long maintained a business license in the City of Garden Grove. Our current business license number 239112, is valid until February 29, 2024.

IV METHODOLOGY

As previously mentioned, Clear Channel is the incumbent bus shelters and bus benches service provider for the City of Garden Grove. As such, CCO has existing transit shelters and benches currently installed throughout the City, whereby CCO has been servicing, maintaining, and generating revenues consistent with the terms and requirements set forth in this RFP. Furthermore, CCO has reiterated the scope of services prescribed under this RFP in details in the previous response section.

Likewise, CCO intends to execute this contract in similar methods and manners that CCO has been carrying out through the duration of the current contract term, including certain coordination with the City in that process. To that end, CCO plans to continue implementing the following processes.

1. Methods and Controls – Should CCO be fortunate enough to be awarded the continuation of this contract, CCO intends to employ the existing internal structure to carry out this obligation. This includes relying on CCO's full resource of personnel locally and nationally, as well as our collective experience and technical backgrounds in carrying out this agreement. This is how we currently operate with 29 other bus shelters and benches maintenance and advertising programs throughout Los Angeles, Orange, and San Diego counties. Our business staff and administrative personnel manages the communications and coordination with their municipal counterparts at the respective cities, country, or transit agencies, and is responsible for the overall implementation of the contract. CCO's seasoned sales and marketing staff are charged with revenue generation responsibilities, and our operations personnel are responsible for logistics and field operational matters.

Communications with respective city staff are frequent, ongoing and dynamic with CCO's business and operational personnel. We believe in open and transparent communications, including permitting city personnel to direct comments and requests to CCO's service subcontractor in order to provide quicker response time. We understand that CCO's work products are by extension, the City's work product, and therefore we are acutely sensitive to delivering the high level of services. Therefore, we take comments and feedback through administrative and/or operational channels seriously, and promptly provide resolutions to issues that may arise. We suggest convening a kick-off meeting to re-establish communication protocols as well as operational coordination to ensure that the city and its residents, who are the most important stakeholders in the process, are receiving the highest level of services.

2. Client Satisfaction – We view the City as being the primary client and a partner in this process. We believe open, direct and frequent communications help build and strengthen this partnership. Constant feedback from the City (and indirectly from City residents) will help improve any potential gaps in services, and therefore lead to a higher level of satisfaction. On the other hand, our advertising partners are also CCO's key clients. We maintain the highest level of services in the industry with our local and national clients. CCO's advertising clients' satisfaction leads to repeat business and therefore helps to carry our financial obligations with the City.

3. Project Schedule – Since Clear Channel's 88 shelters, benches, and trash receptacles have already been installed and are currently in operation. CCO is proposing to refurbish all the

IV METHODOLOGY

existing advertising shelters, including paint, electrical (including the possible use of solar when appropriate), and/or replacements where CCO determines is needed. The refurbishment process will start within 90 days after the agreement has been executed and will be spread evenly between the first 3 years of the 15-year term of the agreement. Shelters shall be eligible for refurbishment a second time upon the City's written request according to the following schedule: (a) any Shelter refurbished during the first (1st) year of the Term shall be eligible for a second refurbishment during the eleventh (11th) year of the Term; (b) any Shelter refurbished during the second (2nd) year of the Term shall be eligible for a second refurbishment during the twelfth (12th) year of the Term; any Shelter refurbished during the third (3rd) year of the Term shall be eligible for a second refurbishment during the thirteenth (13th) year of the Term.

4. City Staff Requirements – Once a contract has been negotiated and approval secured from the City Council, CCO requests a kick-off meeting between the two entities, to re-confirm communication protocols, and re-establish procedures on how to address

issues as they arise. However, once the program has been implemented, we do not foresee any active roles for City staff other than to assist in notifying CCO should an issue or a matter arises during the term of the contract. However, we do invite frequent check-ins between business and operational personnel in order to better coordinate, anticipate, and address issues as they may arise from time to time.

5. Terms and Advertising Revenue

Proposal – Given the capital commitment needed for this project, CCO proposes a 15-year agreement and proposes to pay the City of Garden Grove, twenty-five thousand dollars (\$25,000) annually (payable in twelve monthly payments) or 20% gross revenue, whichever is greater.

We strongly believe that the refurbishments will reinvigorate the City's bus shelter locations, and therefore look forward to working with the City on this exciting project.

6. CCO will also utilize shelter wraps within the city. CCO will work with city staff to determine the appropriate locations for these wraps



Clear Channel Outdoor's Capabilities:

With roots dating to 1901, Clear Channel Outdoor ("Clear Channel" or "CCO") is the longest-serving multi-level advertising company in Southern California and the U.S. and is largely credited, through its predecessor companies, with inventing the modern out of home advertising industry. Today, our global footprint spans 31 countries across Asia, Europe, Latin America and North America. With more than 500,000 displays under management, CCO serves over 20,000 advertisers and sponsors around the world (including those in 43 of the top 50 U.S. DMAs) and continues to expand upon traditional billboard advertising by packaging unique combinations of displays across the outdoor and transit marketplace. Clear Channel continues to pioneer the integration of out-of-home with mobile and social platforms.

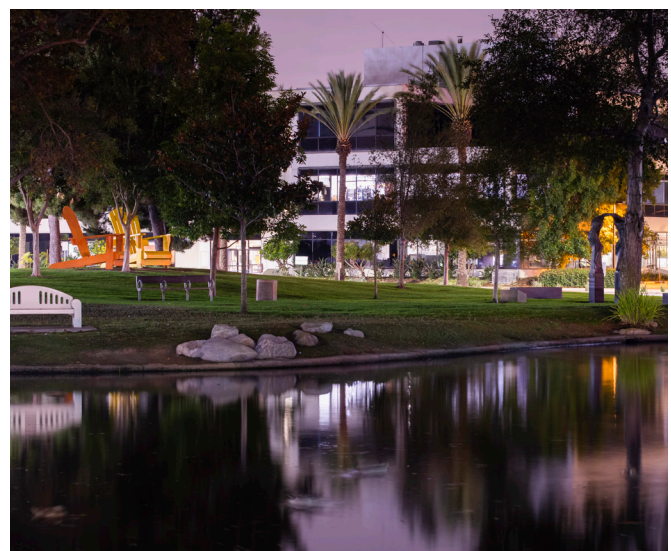
CCO's dominant U.S. presence is fortified by the largest network of out-of-home sales offices in the industry. Furthermore, our employees (4,600+ worldwide with 1,500 in the U.S., over 115 of whom work in Southern California market), design, develop, manage and monetize out-of-home media with the creativity, dedication and discipline brands and advertisers demand.

Southern California Region – 100+ Years and Counting: With offices in Los Angeles and San Diego, the Southern California Region is the largest of the 43 U.S. markets operated by CCO – and arguably the most important. The division oversees operations in Ventura, Los Angeles, Orange and San Diego counties as well as the Inland Empire. The diversity and breadth of our media platform in the region includes over 9,000 outdoor advertising displays consisting of bulletins, eco posters, premiere

panels, premiere squares, transit shelters, bus/rail transit, transit benches, mobile trucks, walls, and digital bulletins.

References:

Clear Channel operates 29 bus shelter advertising contracts in Southern California, including our current representation of the bus shelters with the City of Garden Grove and 17 other jurisdictions within Orange County. These services include, but are not limited to, regular cleaning of the bus shelters and benches, trash pick-up and removal, ongoing services and maintenance of the shelters and benches to ensure proper working order, and the generation of revenues through the marketing and sales of the advertising displays. The following is a sample list of municipalities (including Garden Grove) and transit agency partners where CCO currently has bus shelter maintenance and advertising operations. In all cases, CCO's services to our partner agencies are similar to those defined under the City of Garden Grove RFP's scope of work. CCO's partnership with each of these local agencies have been greater than 10 years, except for our recent relationship with San Diego MTS where CCO was awarded in 2014 to manage over 400 advertising bus shelters.



APPENDIX "A"
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CITY OF GARDEN GROVE
PAGE 1 of 2
REFERENCES

List and describe in full the contracts performed by your firm which demonstrate your ability to provide the services included in the scope of work. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference 1

Agency Name: County of Los Angeles Contact Individual: Fred Wong
Address: 900 S. Fremont Ave Phone Number: (626) 458-3907
Alhambra, CA 91803 Email Address: FrWong@DPW.LACounty.go
Contract Amount: \$57,300.00 per year
Description of Project: 300 Bus Shelter

Reference 2

Agency Name: City of Anaheim Contact Individual: Rafael Cobian, PE, LEED GA
Address: 200 S. Anaheim Blvd Phone Number: (714) 765-4913
Anaheim, CA 92805 Email Address: rcobian@anaheim.net
Contract Amount: 15% of gross revenue (less agency commissions paid)
Description of Project: 130 Bus Shelter

Reference 3

Agency Name: City of Irvine Contact Individual: Mike Davis
Address: 1 Civic Center Plaza Phone Number: (949)724-6288
Irvine, CA 92606 Email Address: MDavis@cityofirvine.org
Contract Amount: \$100,000.00 or 25% of gross revenue (which ever is higher)
Description of Project: 97 Bus Shelter

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

APPENDIX "A"
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CITY OF GARDEN GROVE
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REFERENCES

Reference 4

Agency Name: City of Cypress Contact Individual: Kirk Street
Address: 5275 Orange Ave Phone Number: (714) 229-6760
Cypress, CA 90630 Email Address: KStreets@Cypressca.org
Contract Amount: 20% of gross revenue
Description of Project: 23 Bus Shelter

Reference 5

Agency Name: City of Tustin Contact Individual: Stacy Cuevas
Address: 300 Centennial Way Phone Number: (714) 573-3037
Tustin, CA Email Address: SCuevas@TustinCA.or
Contract Amount: \$4,375.00 a year plus 1% of gross revenue
Description of Project: 35 Bus Shelter

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.

Current Clear Channel Outdoor Municipal and Agency Partners

Anaheim	Buena Park	Fullerton
Cypress	NCTD	Diamond Bar
Garden Grove	Orange County	Orange
Mission Viejo	Seal Beach	Tustin
Irvine	Carson	Los Angeles County
Burbank	West Covina	Corona
Santa Clarita	Simi Valley	San Diego MTS
Oxnard	Costa Mesta	

VI EXCEPTIONS, DEVIATIONS & COMMENTS

Please find below exceptions, deviations and comments that CCO wishes to highlight and discuss with the City prior to the finalization of the contract. Thank you in advance for your review and consideration.

No.	Section	Subject	Comments
1	Attachment "A"	Bus Shelters	Clear Channel's 88 shelters, benches, and trash receptacles have already been installed and are currently in operation. CCO is proposing to refurbish all the existing advertising shelters, including paint, electrical (including the possible use of solar when appropriate), and/or replacements where CCO determines is needed.

Enhancing the public space, **entering people's thoughts & conversations** while out shopping, commuting and socializing.



Benefits

- High quality display showcase enhances brand and product image
- Stimulates sales near point-of-purchase locations
- Effective for short-term campaigns that require rapid consumer awareness
- Maintains high visual exposure throughout day and night using backlit illumination
- Curb side positioning for heightened visibility amongst pedestrians as well as motorists
- Community positioning around desirable neighborhoods, business districts and major retail centers

Distribution

- Concentrated in densely populated areas of a market where other out-of-home coverage is often limited or unavailable

Campaign Details

- Purchased in 4-week periods
- Purchased in networks or by rating point level

Approximate Size

- Standard: 44" w x 65" h (Live Area)
48" w x 68" h (Overall Area)
- Sizes vary by market due to unique structural designs; please contact your representative before producing artwork

VII APPENDIX



VII APPENDIX



ATTACHMENT “D”

ELECTRICAL REQUIREMENTS

EXHIBIT D

ELECTRICAL SERVICES **SCOPE OF WORK**

1. LICENSEE shall use electrical sources other than the traffic signal electrical service when said sources are closer to their bus shelters. Cost of installation, maintenance, and electrical service shall be at LICENSEE'S expense.
2. LICENSEE shall be permitted to use the traffic signal circuit for illumination of its advertising bus shelters if other sources are inaccessible. Licensee shall equip all bus shelters powered by the traffic signal circuit with its own photo control/photo-cell. Cost of installation and maintenance shall be at the LICENSEE'S expense.
3. When CITY'S electrical source is used. LICENSEE will place a 5 amp fuse between the shelter and CITY'S power source to prevent signal malfunctions. Fuse shall be located in traffic signal electrical service cabinet where feasible. If infeasible, fuse splice will be permitted in pull box as approved by CITY.
4. LICENSEE will send a list of proposed shelter locations to CITY'S Traffic Engineering Division, indicating site to be energized by traffic signal electrical source.
5. CITY'S Traffic Engineering Division will tag conductors to be used based on its approved list supplied by LICENSEE. LICENSEE shall bear any costs associated with conductor identification.
6. CITY electrical permits and inspections shall be applied for by State licensed electrical contractor. LICENSEE is required to obtain City electrical permit for City inspection. All work shall be performed by a certified electrician and paid for by the LICENSEE.
7. Electrical contractor shall furnish detailed electric schematics showing conduit, shelter, vault location and fuse location. These schematics will be sent to CITY and LICENSEE.
8. All electrical work shall conform to the State of California, Department of Transportation. Standard Specifications latest edition. Fuses and splice connectors shall conform to installation and material standards section 86-2-095 "Fuse Splice Connectors" of the State Standard Specifications.
9. LICENSEE shall be fully responsible for all repair and maintenance of fuses, splice connectors and associated components. Any disruption to the traffic signal electrical service resulting from the shelter lighting connection shall be immediately repaired and paid for by LICENSEE.
10. LICENSEE shall pay the CITY a flat fee of \$30.00 per month per shelter energized by CITY power sources. Payments shall be paid to the CITY monthly. LICENSEE shall also furnish a list of shelters that are energized by CITY power.

ATTACHMENT “E”
EXISTING BUS SHELTER REFURBISHING PLAN



Line	CCOA_Panel ID	OCTA_ID	Street One	Street Two	Refurbishment Plan/Location
1	7136 7137	2203	Brookhurst	Bixby	Paint Unit, replace roof panels, install receptacle lid and liner, repair or replace solar lighting system components as needed
2	3549 3550	2194	Brookhurst	Chapman	Paint Unit, replace roof panels, install receptacle lid and liner, install solar lighting system
3	3093 3094	2202	Brookhurst	Chapman	Paint Unit, replace roof panels, install receptacle lid and liner
4	4917 4918	2189	Brookhurst	Garden Grove	Paint Unit, polish roof panels, install receptacle lid and liner, repair or replace solar lighting system components as needed
5	3595 3596	2198	Brookhurst	Katella	Paint Unit, polish roof panels, install receptacle lid and liner
6	1420 1421	2204	Brookhurst	Lampson	Paint Unit, polish roof panels, install receptacle liner
7	7020 7021	2196	Brookhurst	Orangewood	Paint Unit, replace roof panels, install receptacle lid and liner
8	1418 1419	2200	Brookhurst	Orangewood	Paint Unit, polish roof panels, install receptacle liner
9	5148 5149	2190	Brookhurst	Stanford	Paint Unit, replace roof panels, install receptacle lid and liner
10	1422 1423	2186	Brookhurst	Traylor	Paint Unit, replace roof panels, install receptacle lid and liner
11	4921 4922	2210	Brookhurst	Westminster	Paint Unit, replace roof panels, install receptacle lid and liner
12	7138 7139	2209	Brookhurst	Woodbury	Paint Unit, polish roof panels, install receptacle lid and liner
13	1428 1429	2256	Chapman	Brookhurst	Paint Unit, polish roof panels, install receptacle lid and liner
14	6990 6991	2245	Chapman	Buaro	Paint Unit, polish roof panels, install receptacle liner
15	1426 1427	2225	Chapman	Garden Promenade	Paint Unit, polish roof panels, install receptacle lid and liner
16	1424 1425	2224	Chapman	Gilbert	Paint Unit, replace roof panels, install receptacle lid and liner
17	1430 1431	2243	Chapman	Haster	Paint Unit, polish roof panels, replace right front upright, repair anti-vagrant bars on bench, install receptacle lid and liner
18	7002 7003	2240	Chapman	Summerset	Paint Unit, polish roof panels, install receptacle lid and liner
19	7004 7005	2246	Chapman	West	Paint Unit, replace roof panels, install receptacle liner
20	6988 6989	2219	Chapman	Western	Paint Unit, polish roof panels, install receptacle liner
21	4909 4910	2226	Chapman Av	Brookhurst	Paint Unit, replace roof panels, install receptacle lid and liner
22	3597 3598	2232	Chapman Av	Euclid	Paint Unit, polish roof panels, install receptacle lid and liner
23	3599 3600	2239	Chapman Av	Harbor Blvd	Paint Unit, replace roof panels, install receptacle lid and liner
24	3573 3574	2222	Chapman Av	Magnolia	Paint Unit, replace roof panels, install receptacle liner
25	4907 4908	2257	Chapman Av	Von's Pavilion	Paint Unit, polish roof panels, install receptacle lid and liner
26	4911 4912	2237	Chapman Av	West	Paint Unit, polish roof panels, install receptacle lid and liner
27	7985 7986	2263	Chapman Av	Western Av	Paint Unit, polish roof panels, install receptacle and liner
28	6984 6985	2277	Euclid	Acacia	Paint Ad-Display only (PD/City requested shelter structure be removed due to vagrancy)
29	7018 7019	2301	Euclid	Business Center	Paint Unit, polish roof panels, install receptacle lid and liner
30	1432 1433	2289	Euclid	Chapman	Paint Unit, polish roof panels, install receptacle lid and liner
31	1434 1435	2276	Euclid	Garden Grove	Paint Ad-Display and bench, install receptacle lid and liner (PD/City requested shelter cover be removed due to vagrancy)
32	7110 7111	2280	Euclid	Lampson	Paint Unit, polish roof panels, install receptacle lid and liner
33	6996 6997	2286	Euclid	Palma Vista	Paint Unit, polish roof panels, install receptacle liner
34	6992 6993	2278	Euclid	Stanford	Paint Unit, polish roof panels, install receptacle lid and liner
35	7108 7109	2293	Euclid	Stanford	Paint Unit, replace roof panels, install receptacle lid and liner
36	5255 5256	2283	Euclid St	Chapman	Paint Unit, replace roof panels, install receptacle liner
37	3557 3558	2295	Euclid St	Garden Grove	Paint Unit, polish roof panels, install receptacle lid and liner
38	7182 7189	2313	Garden Grove	Cannery	Paint Unit, polish roof panels, install receptacle liner
39	6952 6953	2322	Garden Grove	Euclid	Paint Unit, polish roof panels, install receptacle lid and liner
40	7180 7181	2316	Garden Grove	Galway	Paint Unit, polish roof panels, install receptacle lid and liner
41	7132 7133	2355	Garden Grove	Gilbert	Paint Unit, polish roof panels, install receptacle lid and liner
42	1436 1437	2358	Garden Grove	Magnolia	Paint Unit, polish roof panels, replace right front upright, install receptacle
43	7104 7105	2351	Garden Grove	Nutwood	Paint Unit, polish roof panels, install receptacle lid and liner
44	1438 1439	2341	Garden Grove	Palm	Paint Unit, polish roof panels, install receptacle lid and liner



Line	CCOA_Panel ID	OCTA_ID	Street One	Street Two	Refurbishment Plan/Location
45	3579 3580	2346	Garden Grove Blvd	9th St	Paint Unit, polish roof panels, install receptacle liner
46	7609 7610	2348	Garden Grove Blvd	Euclid	Paint Unit, polish roof panels, install receptacle lid and liner
47	4913 4914	2342	Garden Grove Blvd	Harbor Blvd	Paint Unit, polish roof panels, install receptacle lid and liner
48	3587 3588	2328	Garden Grove Blvd	Harbor Blvd	Paint Unit, polish roof panels, repair receptacle lid and install liner
49	4919 4920	2317	Garden Grove Blvd	Kerry Av	Paint Unit, polish roof panels, install receptacle lid and liner, install solar lighting system
50	5164 5165	2321	Garden Grove Blvd	Main	Paint Unit, polish roof panels, repair receptacle lid and install liner
51	3553 3554	2349	Garden Grove Blvd	Main	Paint Unit, replace roof panels, install receptacle lid and liner, install solar lighting system
52	3585 3586	2350	Garden Grove Blvd	Nelson	Paint Unit, polish roof panels, install receptacle lid and liner
53	3577 3578	2343	Garden Grove Blvd	West	Paint Unit, polish roof panels, install receptacle lid and liner
54	7014 7015	2369	Harbor	Flagstone	Paint Unit, replace roof panels, install receptacle lid and liner
55	1446 1447	2371	Harbor	Garden Grove	Paint Unit, polish roof panels, install receptacle lid and liner
56	1448 1449	2370	Harbor	Garden Grove	Paint Unit, replace roof panels, install receptacle lid and liner
57	1444 1445	2381	Harbor	Garden Grove	Paint Unit, replace roof panels, install receptacle lid and liner
58	1442 1443	2372	Harbor	Palm	Paint Unit, polish roof panels, install receptacle lid and liner
59	1450 1451	2368	Harbor	Trask	Paint Unit, polish roof panels, install receptacle lid and liner, install solar lighting system
60	7012 7013	2384	Harbor	Woodbury	Paint Unit, polish roof panels, install receptacle lid and liner, install solar lighting system
61	1452 1453	2367	Harbor	Woodbury	Paint Unit, replace roof panels, install receptacle lid and liner, install solar lighting system
62	3589 3590	2380	Harbor Blvd	Buaro	Paint Unit, polish roof panels, install receptacle lid and liner
63	3591 3592	2379	Harbor Blvd	Palm	Paint Unit, polish roof panels, install receptacle lid and liner
64	1454 1455	2405	Katella	Brookhurst	Paint Unit, polish roof panels, install receptacle
65	7116 7117	2402	Katella	Garza	Paint Unit, replace roof panels, install receptacle liner, install solar lighting system
66	7114 7115	2403	Katella	Gilbert	Paint Unit, replace roof panels, install receptacle lid and liner
67	7183 7184	2418	Knott	Belgrave	Paint Unit, polish roof panels, install receptacle liner
68	7112 7113	2417	Knott	Chapman	Paint Unit, polish roof panels, install receptacle liner
69	7000 7001	2419	Knott	Lampson	Paint Unit, polish roof panels, install receptacle lid and liner
70	7172 7173	2414	Knott	Leilani	Paint Unit, polish roof panels, check for solar lighting system install (tree obstruction)
71	7140 7141	2415	Knott	Orangewood	Paint Unit, polish roof panels, install receptacle lid and liner
72	3593 3594	2413	Knott Av	Chapman	Paint Unit, polish roof panels, install receptacle liner
73	7120 7121	2468	Magnolia	Chapman	Paint Unit, polish roof panels, install receptacle lid and liner
74	7122 7123	2470	Magnolia	Lampson	Paint Unit, polish roof panels, install receptacle lid and liner
75	7028 7029	2489	Valley View	Bellgrave	Paint Unit, polish roof panels, install receptacle liner
76	3543 3544	2487	Valley View	Cerulean	Paint Unit, polish roof panels, install receptacle liner
77	3547 3548	2496	Valley View	Cerulean	Paint Unit, polish roof panels, install receptacle liner
78	4903 4904	2492	Valley View	Chapman	Paint Unit, polish roof panels, install receptacle lid and liner
79	5162 5163	2490	Valley View	Chapman	Paint Unit, polish roof panels, install receptacle liner, install solar lighting system
80	7134 7135	2488	Valley View	Lampson	Paint Unit, polish roof panels, install receptacle liner
81	1462 1463	2495	Valley View	Lampson	Paint Unit, polish roof panels, install receptacle lid and liner
82	1464 1465	2486	Valley View	Tiffany	Paint Unit, polish roof panels, install receptacle lid and liner
83	1466 1467	2535	Westminster	Harbor	Paint Unit, polish roof panels, install receptacle lid and liner
84	7130 7131	2549	Westminster	Bushard	Paint Unit, polish roof panels, install receptacle lid and liner
85	7010 7011	2545	Westminster	Dawson	Paint Unit, polish roof panels, install receptacle lid and liner, check for solar lighting system install (tree obstruction)
86	7178 7179	2522	Westminster	Kerry	Paint Unit, replace roof panels, install receptacle lid and liner, install solar lighting system
87	3583 3584	2523	Westminster Av	Brookhurst	Paint Unit, polish roof panels, install receptacle lid and liner

Summary					
Roof		Ad-Display	Structural		
RR - PNL	POLISH PNL	REPAIR	COVER	UPRIGHTS	BENCH
22	63			2	1
Illumination					
NO INFRA	PED-DMG/REM	PED-INSP REQ	PED-NO METER	PED-OK	PNL MTR-OK
5	0	0	0	17	4
PVT SUP-INSP REQ	SOLAR-INSP REQ	STL-INSP REQ	STL-NP	STL-OK	INST SOLAR
1	2	3	2	44	9
Receptacle(s)					
LID/LINER REQ	LINER REQ	NA	OK	REC-REQ	
60	23	1	1	2	

Replace 22 (66 panels) Roofs; 3 sets for unaccounted issues

Polish 63 Roofs

Replace 2 Uprights

Repair 1 bench

Install 9 solar lighting systems, check for feasibility of installing 2 systems

Replace 60 Lids

Replace 83 Receptacle Liners

Replace 2 Receptacles



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Niki Wetzel
Dept.: City Manager Dept.: Community Development
Subject: Approval of Amendment No. 2 of the agreement with 4LEAF, Inc., for on-call building contractual services. (Cost: \$28,000) (Action Item) Date: 9/12/2023

OBJECTIVE

For City Council to approve Amendment No. 2 with 4LEAF, Inc. for providing on-call building contractual and related services on an "as-needed" basis.

BACKGROUND

The Community Development Department (Building & Safety Division) has seen a significant increase in volume and expedited timelines, specifically related to the surge in Accessory Dwelling Unit (ADU) applications, as well as other high-profile development projects, which exceed what can be provided by current in-house staff. In the past year, the City faced emergency situations requiring immediate action relating to the inspection backlog. To mitigate emergency circumstances and respond quickly and effectively during peak demand for the Building & Safety Division, the City utilized third-party services to supplement in-house staff, temporary vacancies, and pending staffing recruitments on an "as-needed" basis.

4LEAF, Inc. is one of the third-party services the City contracted with for "on-call" services. The firm had qualified contract inspectors available immediately to assist the City with their inspection needs and to continue the expected level of customer service.

-

DISCUSSION

The initial contract amount with 4LEAF, Inc. was set for \$49,000, approved on January 27, 2023. Based on the rates requested during emergency service situations, and the ongoing needs for building inspections during Fiscal Year 2022-2023, a result of additional expenditures in the amount of \$28,000 necessitates a contract

amendment to increase the overall contract amount to \$77,000.

–

FINANCIAL IMPACT

There is no additional appropriation needed to approve this on-call service contract.

The amount will be paid from the existing Fiscal Year 2022-23 Community Development operating budget, to cover outstanding billing for services rendered through June 30, 2023.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 2 for on-call Building Contractual Services with 4LEAF, Inc. for a total amount of \$28,000; and
- Authorize the City Manager, or her designee, to execute Amendment No. 2, and make minor modifications as appropriate thereto, on behalf of the City.

By: Alana R. Cheng, Administrative Officer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment No. 2	9/6/2023	Agreement	Amendment_No._2._4LEAF__INC._ac_edit._9.6.23.doc

CITY OF GARDEN GROVE

AMENDMENT NO. 2

This Amendment No. **2** is made and entered into this _____ of _____, 2023, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **4LEAF, Inc.** hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into Contract No. P231699, dated **January 27, 2023** for On-Call Contractual Services, as needed (the "Existing Contract").

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

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

Section 3.1., COMPENSATION – is hereby amended as follows:

The contract price is hereby increased by **\$28,000.00**, from Forty Nine Thousand Dollars (\$49,000) to a total not to exceed compensation amount of Seventy Seven Thousand Dollars (\$77,000) to cover increased services requested by CITY.

Except as expressly amended by this Amendment No. 2, all provisions of the existing Agreement shall remain in full force and effect as originally executed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment No. **2** to the Existing Agreement to be executed by their respective officers duly authorized on the date written above.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
4 LEAF, INC

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa Kim	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Approval of an Agreement with the Children and Families Commission of Orange County for First 5 Orange County Program. (Grant Amount: \$240,000) (<i>Action Item</i>)		
		Date:	9/12/2023

OBJECTIVE

To request that the City Council approve an Agreement with the Children and Families Commission of Orange County (Commission) to receive First 5 Program grant funding for the Engaged Neighborhoods Initiative, including a sub-contract with the Boys and Girls Clubs of Garden Grove to provide direct services.

BACKGROUND

In January 2021, the City Council approved an agreement between the City and the Commission, to receive grant funding for the the Engaged Neighborhoods initiative. For the past 2 1/2 years, the Magnolia Park Family Resource Center (MPFRC) and the Buena Clinton Youth and Family Center (BCYFC) have developed and implemented strategies to improve its early childhood development strategies for children ages 0-5, with focus on the at-risk population served by the MPFRC and BCYFC. Data for these communities has been collected to better understand the service gaps and assets available to support early childhood learning.

DISCUSSION

The attached Agreement with the Commission will provide grant funding in the amount of \$240,000 from September 1, 2023 through June 30, 2026. Funding will be used to continue the development of the Engaged Neighborhoods initiative at the MPFRC and BCYFC to fund programs, resources and support engaged communities for children ages 0-5. Attached to the Agreement is Exhibit A: Project Summary that outlines all services to be rendered and the project budget, which indicates that the City of Garden Grove will subcontract with the Boys and Girls Clubs of Garden Grove to provide direct services. The services to be provided by the Boys and Girls

Clubs of Garden Grove are described in Attachment 3 to Exhibit B of the Agreement.

FINANCIAL IMPACT

There will be no financial impact to the City's General Fund. The Commission will provide the City with grant funding in the amount of \$240,000 from September 1, 2023, through June 30, 2026; with a total of \$75,000 available from September 1, 2023 through June 30, 2024, a total of \$80,000 available for fiscal year 2024-25, and a total of \$85,000 available for fiscal year 2025-26. As indicated in Exhibit B of the Commission Agreement, a portion of the funding is set aside for the services to be provided by the Boys and Girls Clubs of Garden Grove under a sub-recipient agreement with the City.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Agreement with the Children and Families Commission of Orange County to receive grant funding for the First 5 Program Engaged Neighborhoods initiative;
- If approved, authorize the City Manager to prepare a Sub-recipient Agreement between the City and the Boys and Girls Clubs of Garden Grove; and
- Authorize the City Manager to sign the Agreement with the Children and Families Commission of Orange County and the Sub-recipient Agreement with the Boys and Girls Clubs of Garden Grove, on behalf of the City, including making any minor modifications during the contract period for the operation and implementation of the contract services.

By: Janet Pelayo
Community Services Deputy Director

ATTACHMENTS:

Description	Upload Date	Type	File Name
Children and Families Commission of Orange County	9/6/2023	Agreement	Children_and_Families_Commission_of_OC_FCI-EN-09_FINAL.pdf

AGREEMENT FCI-EN-09
BY AND BETWEEN
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
AND
CITY OF GARDEN GROVE,
A California municipal corporation
FOR THE PROVISION OF SERVICES

This **AGREEMENT** (“Agreement”) entered into as of the 1st day of September, 2023 (“Date of Agreement”) is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“COMMISSION”) and **CITY OF GARDEN GROVE, a California municipal corporation** (“CONTRACTOR”). This Agreement shall be administered by the President/CEO of COMMISSION or his or her authorized designee (“ADMINISTRATOR”).

RECITALS

1. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the “Act”), implementing the Children and Families First Initiative passed by the California electorate in November of 1998, establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION.
2. COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County’s children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, or revised (“Strategic Plan”).
3. CONTRACTOR is a California municipal corporation organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County’s children through age five.
4. On June 7, 2023, COMMISSION took action and approved funding for this agreement.
5. COMMISSION desires to contract with CONTRACTOR to provide services, carry out certain performance obligations, and achieve certain outcomes, while promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A; Work Plan, Exhibit A-1; and Project Budget, Exhibit B (together, “Services”).
6. As and if applicable, COMMISSION and CONTRACTOR desire to enter into a matching fund program opportunities with the California Children and Families Commission (“First 5 California”) and other matching fund opportunities as may become available.

7. CONTRACTOR desires to provide the services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

NOW, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall commence on September 1, 2023 and terminate on June 30, 2026, unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

2. ALTERATION OF TERMS. This Agreement, together with and including any Exhibits fully express all understanding of the parties with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 or Subparagraph 8.5 in this Agreement.

2.1 CONTRACTOR work plans, budgets, and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets, and scopes of services may be proposed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement. All changes proposed pursuant to this Subparagraph 2.1 shall not be effective unless and until mutually agreed by the parties in writing.

2.2 Administrator Modification Authority. Notwithstanding anything to the contrary, provided any modifications do not alter the overall goals and basic purpose of the Agreement and do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and performance timeframes specified in the Project Summary as set forth in the Scope of Work, Exhibit A; the Work Plan, Exhibit A-1; the funding allocation between and among the line items and the "Funds Due" period(s) budgeted in the Project Budget, Exhibit B; the Payment interval; the percentage of Initial Payment(s); the percentage of Retention Amount(s); and the timing of the Retention Amount(s) withheld as described in this Agreement.

3. STATUS OF CONTRACTOR. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. As a condition to commencing performance of any Services for this Agreement and to be eligible for any compensation for services rendered for this Agreement, CONTRACTOR shall execute an Acknowledgment of Independent Contractor Status, Exhibit C, attached hereto and fully incorporated by this reference. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between

COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through funds received by CONTRACTOR through this Agreement or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. CONTRACTOR shall indemnify and hold harmless COMMISSION and the County of Orange ("County") from any liability, damages, costs, and expenses of any nature arising from alleged violations of personnel practices and employment laws.

3.1 COMMISSION as Independent Entity. Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the provisions of this Section 3.1 CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

CIVIL CODE SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4. CONTRACTOR DELEGATION AND ASSIGNMENT. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR, without the prior written consent of ADMINISTRATOR. Consent by COMMISSION shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

5. SUBCONTRACTS. Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract, consulting agreement, or an agreement for professional services (each and all referred to as "Subcontract") for the provision of services or performance of tasks included within the scope of the

Services required by this Agreement without the prior written consent of ADMINISTRATOR. Any Subcontracts approved by ADMINISTRATOR shall not alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the Services required under this Agreement. ADMINISTRATOR may require CONTRACTOR to submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his or her designee and must be retained for a period of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed, whichever occurs later.

5.1 Minimum Subcontract Terms. Each permitted Subcontract, including all terms and provisions shall be independently negotiated between CONTRACTOR and its Subcontractor. Each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) a clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel and number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a maximum payment obligation under the Subcontract, which total amount shall in no event exceed the amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement, which insurance shall protect CONTRACTOR, COMMISSION, and the County of Orange from any Claims and other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) the term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and obligation to maintain records related to work and services provided under the Subcontract shall be maintained for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be available to CONTRACTOR in the event Subcontractor fails to perform under the Subcontract; (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations; and (x) any and all other requirements expressly provided in this Agreement.

6. GENERAL INDEMNIFICATION.

CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, its Commissioners, the County of Orange, and their respective officers, agents, and employees from and against all liability, claims, losses, demands, injuries to or death of any person or persons, or damages to property, including but not limited to property of Commissioners, officers, employees, or agents of COMMISSION or the County of Orange (together, "Claims"), including defense costs, resulting from court action or in any manner arising out of, pertaining to, related to, or incident to any intentional, malicious, negligent acts, inactions, errors, or omissions of CONTRACTOR, its officers, employees, agents, or Subcontractors in the performance of this Agreement.

6.1 No elected official, no public official, no Commissioner, no officer, no committee member, no employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, any successor in interest, or to any Subcontractor in the event of any default or breach by COMMISSION or for any amount that may become due to CONTRACTOR or to its successor or Subcontractor or for breach of any obligation of the terms of this Agreement.

7. INSURANCE. Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee; (b) insurance via a pooled or joint powers insurance authority; or (c) insurance policies secured from insurance companies that are admitted in California and rated A-:VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his or her Risk Management designee. Evidence of required insurance coverages obtained under (a), (b), or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

7.1 Certificate of Self-Insurance Coverage. In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.1.1 Certificate of Self-Insurance. A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may, in his or her reasonable discretion, request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificate(s) shall verify that on behalf of city of Garden Grove, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 or 7.3 below.

7.1.2 Types of Self-Insurance Coverage. CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his or her Risk Management designee in his or her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate, including self-insurance covering premises and operations, products/completed operations, contractual liability, and personal injury liability.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability** coverage for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) annual aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under this Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

7.2 Pooled and/or Joint Powers Insurance Coverage. CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative or joint powers insurance authority, or both, with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.2.1 Certificate of Pooled/Joint Powers Insurance. A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled and/or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and participation in pooled or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his or her reasonable discretion request

reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled and/or joint powers insurance for the required coverage. The certificate shall verify that on behalf of city of Garden Grove, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in Subparagraph 7.1, including the amounts and companies, if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled or joint powers insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, its Commissioners, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their respective officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled or joint powers insurance. Pooled or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

7.3 Insurance Policies through Independent Insurance Companies. CONTRACTOR may obtain and maintain insurance policies for the required coverage under this Agreement.

7.3.1 Evidence of Coverage. Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance (COI) certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 22. Each policy shall meet the following requirements:

(a) Required Coverage Forms

(i) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(ii) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

(b) Required Endorsements. Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COMMISSION, the County of Orange, and their elected and appointed officials, officers, employees, agents as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the COMMISSION and the County of Orange shall be excess and non-contributing.

(c) **Notice of Cancellation or Change of Coverage Endorsement.** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the COI; or, ten (10) days' notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

(d) **Separation Clause Endorsement.** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability (standard in the ISO CG 0001 policy).

(e) **Termination of Insurance.** If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers.** All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his or her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000. Such policy requires prior written approval of ADMINISTRATOR or his or her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over \$5,000. Such policy requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(iii) All self-insured retentions or deductibles shall be clearly stated on the COI. If no self-insured retentions or deductibles apply, indicate this on the COI.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor of any tier to provide the coverages mentioned in this Paragraph 7, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure "occurrence" rather than "claims made" coverage whenever possible. If coverage is written on a "claims made" basis, the COI shall clearly so state. In addition to coverage requirements above, each policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

7.3.2 Types of Insurance Policies/Coverages. If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury, including death and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations.

1. Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate to be maintained for two (2) years following the end of the term of this Agreement.
2. Contractual Liability expressly including liability assumed under this agreement, except such requirement does not apply to service contracts.
3. Personal Injury Liability.
4. **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury, including death, and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) CSL per occurrence and One Million Dollars (\$1,000,000) annual aggregate applicable to all owned, non-owned and hired vehicles/watercraft,

(b) **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(c) **Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(d) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, accountant, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(e) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with recipients of services under the Agreement, then insurance policies and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

7.4 Change in Coverage.

COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by ADMINISTRATOR or his or her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, COMMISSION may terminate this Agreement by written notice to CONTRACTOR.

7.5 Duration of Insurance. CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

7.6 Maintain Records of Insurance Coverage. CONTRACTOR shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

7.7 Withhold Payment for Lack of Required Coverage. COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

7.8 Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR and any Subcontractor to cease performance of the Services and withhold any payment(s) which become due to CONTRACTOR or any Subcontractor until CONTRACTOR or Subcontractor demonstrates compliance with the insurance requirements of this Agreement.

- (c) Immediately and without further cause terminate this Agreement.

7.9 Exercise of any of the above remedies are in addition to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's or its Subcontractor's failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR or any Subcontractor) may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or any Subcontractor's performance under this Agreement.

8. RESPONSIBILITIES OF CONTRACTOR

8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement. COMMISSION's obligation to proceed with performance and the payment of each invoice payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of each of the following conditions precedent ("Conditions") below. These Conditions may waived in writing by ADMINISTRATOR, in his or her sole discretion, or expressly waived in the Project Summary, Exhibit A. CONTRACTOR may satisfy one or more of the Conditions at any time prior or subsequent to the Date of Agreement, provided that all Conditions shall be satisfied prior to the date the first COMMISSION payment to CONTRACTOR is due. CONTRACTOR shall provide satisfactory evidence of compliance with each of the Conditions.

8.1.1 Evidence of CONTRACTOR Approval of Agreement. CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

8.1.2 Insurance. All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his or her Risk Management designee.

8.1.3 Other Conditions. CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

8.2 No Supplanting Government Funds. CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONTRACTOR shall not submit an invoice for payment from COMMISSION, or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that, in the performance of this Agreement, all funding shall be expended and used to supplement, not supplant, existing levels of service.

8.3 Staffing Obligations for Services.

COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of

staffing, facilities, equipment and supplies necessary to provide the Services and to meet the outcomes set forth in these Exhibits.

8.3.1 Staffing Conferences. At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) or progress meeting(s) arranged or given by COMMISSION or ADMINISTRATOR.

8.3.2 Personnel Disclosure. If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, which shall include each of the following:

(i) All full time staff positions and all part-time staff positions by name and title, including volunteer positions, who are assigned to, performing under, or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest or subsequent conviction, for other than minor traffic offenses, of any employee or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

8.3.3 CONTRACTOR to Maintain Complete Personnel Records. CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment and pre-volunteer screening, such as information that CONTRACTOR has conducted or caused to be conducted on each employee or volunteer a pre-employment/hiring background check and that CONTRACTOR has taken all reasonable steps to assure all employees and volunteers assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees or volunteers except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

8.4 Implementing Exhibits. As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but are not limited to, service plans, business plans, and supplements to the Work Plan, each of which may clarify or further describe and define the Services required under this Agreement and required dates for performance of certain Services. Each implementing document approved by ADMINISTRATOR, shall become part of the Exhibits and shall be attached to and incorporated into this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

9. GENERAL TERMS AND CONDITIONS.

9.1 Compliance with Laws. CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes, regulations, and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations applicable to the Scope of Work and provision of Services, as any may now exist or as amended or added after the Date of Agreement.

9.2 Familiarity with Work. By executing this Agreement and prior to performing or providing any Services under the Agreement, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

9.3 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, persons providing or receiving Services, work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION when the inaccuracies are due to the negligence, action, inaction, or intentional misconduct of CONTRACTOR.

9.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 California Law. This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning

any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

9.6 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Covenant Against Discrimination. In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in, discrimination in employment of persons or provision of Services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, or sexual orientation, except as permitted by applicable provisions of federal and state law. CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et seq.*) as it relates to public accommodations.

9.9 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.10 Use of Commission Name and Logo. Funded and partnering organizations are required to use COMMISSION's name and logo on all materials, promotional information and products that relate to Commission-funded programs, unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

9.11 Time of Essence. Time is of the essence in the performance of this Agreement.

9.12 No Broker or Finders' Fee. CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.13 No Use of Funds for Lobbying. CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer or employee, any member or employee of First 5 California, any member of

the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

9.14 Constitutional Use of Funds. As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

9.15 Child Abuse Reporting. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement to the extent each person is legally subject to the requirements, to sign a statement acknowledging these reporting requirements and to comply with the reporting requirements to the extent required by applicable law.

9.16 CONTRACTOR Cooperation with Other COMMISSION Contractors. CONTRACTOR acknowledges that the goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve children prenatal through age five and their families with other services funded through COMMISSION.

9.17 Political Activity. CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

9.18 CONTRACTOR shall document all requests by parents or authorized representatives for criminal exemption information. Such documentation shall be jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative and maintained in the child's file.

9.19 Suspension and Debarment. CONTRACTOR certifies that CONTRACTOR's officers and principals are not debarred or suspended from federal financial assistance programs or activities.

10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR. CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any

change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

10.1 No Conflict. To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR in the negotiation, consideration, and action on this Agreement and CONTRACTOR's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement, or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.*, or Government Code Section 1090, *et seq.*

10.1.1 CONTRACTOR agrees that no officer, Commissioner, employee, agent, or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

10.1.2 Any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

10.2 No Bankruptcy. CONTRACTOR is not the subject of any current or threatened bankruptcy.

10.3 No Pending Legal Proceedings. CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

10.4 Application Veracity. All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

10.5 No Pending Investigation. CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including, without limitation, a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

10.6 Licenses, Permits, and Standards. CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business or provide Services, and all other appropriate governmental agencies. CONTRACTOR agrees to maintain these licenses and permits in effect for the duration of this Agreement. CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior.

10.6.1 Failure to Obtain or Maintain Licenses. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers, and

exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

11. CONFIDENTIALITY. Except to the extent required by law, including but not limited to the California Public Records Act and the Ralph M. Brown Act, CONTRACTOR shall maintain the confidentiality of all records, including any hard copies, electronic or computer-based data, and audio and video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol, attached hereto and incorporated by this reference, as each now exists or may be amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

11.1 CONTRACTOR Obligation.

11.1.1 All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION, or COMMISSION's designee, shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents, employees, subcontractors, and volunteers.

11.1.2 CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that each will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement, to comply with any reporting and auditing requirements specified in this Agreement, as required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

11.1.3 CONTRACTOR agrees that any and all approved subcontracts entered into shall include the confidentiality requirements of this Agreement.

11.1.4 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers, and partners of this provision that any person who knowingly and intentionally violates the provisions of federal, state or local confidentiality laws may be guilty of a crime or subject to civil action.

11.2 Authorized Data Sharing. The provisions of Subparagraphs 11.1.1 through 11.1.4 are not applicable to authorized data sharing pursuant to COMMISSION-funded projects and as permitted by law.

12. DISPUTES.

12.1 Except as otherwise provided in this Agreement, when a dispute arises between CONTRACTOR and COMMISSION, the parties shall meet to resolve the issue. If the parties do not reach a resolution, the dispute will be decided by the ADMINISTRATOR, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the ADMINISTRATOR shall be the final and conclusive administrative decision.

12.2 Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the decision of ADMINISTRATOR.

Nothing in this Agreement, however, shall be construed as making final the decision of any COMMISSION official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

13. REPORTING REQUIREMENTS.

13.1 Reports. Separate from any other reports required in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

13.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.

13.2.1 County Requirements. In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his or her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

13.2.2 Failure to Comply Breach. The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs 13.2.1 (a), (b), (c), or (d); to comply with all federal and state employee reporting requirements for child support enforcement; or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the County of Orange or COMMISSION shall constitute grounds for termination of this Agreement.

13.2.3 Use of Data Solely for Government Enforcement of Child Support Orders. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

13.2.4 Exemptions. Agreements with public entities shall be exempt from the requirements of Subparagraph 13.2, above. Agreements with non-profit organizations which have no owners; shall be exempt from the requirements of Subparagraph 13.2.1(b) above.

14. AUDITS. CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

14.1 Fiscal Audit of Contract. CONTRACTOR shall employ an independent, licensed Certified Public Accountant (“CPA”) who shall prepare and file with ADMINISTRATOR a “Fiscal Audit” of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

14.1.1 Multi-Year Funding. There shall be a Fiscal Audit completed for each year of this Agreement. Each annual Fiscal Audit shall become due within sixty (60) days after the anniversary date of the Date of this Agreement. The final Fiscal Audit shall become due within sixty (60) days after the end of the term of the Agreement or the date of termination of this Agreement, whichever occurs earlier. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the date by which each Fiscal Audit is due.

14.1.2 Retention Amount. Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

14.1.3 Scope of CPA Opinion for Fiscal Audit. CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and whether the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 15.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

14.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit. The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 14.

14.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement. COMMISSION and ADMINISTRATOR and their authorized representatives, and First 5 California, and any of its authorized representatives, (collectively “Representatives”), reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR and any Subcontractor performing Services under this Agreement for the purpose of financial monitoring or auditing conducted by an independent CPA concerning CONTRACTOR’s and Subcontractors’ performance under this Agreement. The Representatives have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

14.4 Availability of Records for Auditing Purposes. In the event that CONTRACTOR’s corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR’s books of accounts and records

related and applicable to any costs of Services, client fees, charges, billings, and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 14.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party's normal business hours, to designated representatives of the Auditor General of the State of California; First 5 California, an entity independent of the State of California; COMMISSION, an entity independent from the County of Orange; and any other entities as required by state statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, ADMINISTRATOR, or their designee necessary to obtain, review, and audit CONTRACTOR's books and financial records.

14.5 Monitoring. COMMISSION, ADMINISTRATOR, and First 5 California, and respective representatives, are authorized to conduct on-site monitoring at their discretion during reasonable times, including unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees, volunteers, and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR or any Subcontractor are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

14.6 Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If CONTRACTOR receives federal funding under this Agreement, CONTRACTOR shall comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the Audit requirements in 2 CFR Part 200.500, *et seq.* The audit must be performed in accordance with generally accepted government auditing standards and 2 CFR Part 200.500, *et seq.*

15. MAXIMUM PAYMENT OBLIGATION. The "Maximum Payment Obligation" of COMMISSION to CONTRACTOR under this Agreement shall be TWO HUNDRED FORTY THOUSAND Dollars (\$240,000) or the actual reasonable cost incurred and paid for performance of the Services, whichever is less.

15.1 Reserved

15.1.1 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period September 1, 2023 through June 30, 2024 shall be \$75,000.

15.1.2 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2024 through June 30, 2025 shall be \$80,000.

15.1.3 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2025 through June 30, 2026 shall be \$85,000.

15.2 Initial Payment. ADMINISTRATOR may, in his or her sole discretion, make an initial payment to CONTRACTOR in an amount not to exceed 8.33% per year of COMMISSION's Maximum Payment Obligation described in Paragraph 15 above, upon receipt of a written request(s)

by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. ADMINISTRATOR may approve subsequent requests for initial payment not to exceed twenty-five percent (25%) of any budget period, contingent upon CONTRACTOR having repaid all prior initial payment amounts in any prior budget period. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his or her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

15.3 Provisional Payment. At ADMINISTRATOR's sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR's provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever occurs earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR or repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 16 below.

15.4 Billing/Payment Interval. COMMISSION shall pay CONTRACTOR invoice payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, as specified in Exhibit A, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly invoice payments and exclusive of the initial payment or the provisional payment, if any, an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 15.8 below) pending the timely and successful completion of each Fiscal Audit as described above in Paragraph 14. The total of all invoice payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

15.5 Indirect Cost Rate. CONTRACTOR shall apportion any indirect costs attributable to this Agreement determined by the Maximum Payment Obligation solely attributable and allocable to Services under this Agreement as the percentage of CONTRACTOR's total revenue received during the previous fiscal year. Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement.

15.6 Facilities/Lease Costs. In the event that CONTRACTOR has an ownership interest in real property where Services are to be provided under this Agreement, CONTRACTOR shall only be entitled to the proportionate share of depreciation of the improvements at the rate of no more than four percent (4%) each year plus the proportionate share of real property taxes and maintenance.

15.7 Invoices. CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.

15.7.1 Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following:

(a) CONTRACTOR has and maintains accurate records evidencing the requested monthly or quarterly payment, including, without limitation, the following: (1) original invoice(s), (2) original or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received), or bank statements, receipts, and receiving records, and (3) originals or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided, however, for the first monthly or quarterly payment, ADMINISTRATOR, in his or her sole discretion, may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and

(b) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

15.7.2 CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

15.7.3 COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with reporting obligations of Paragraph 19, approximately thirty (30) days after receipt of the invoice.

15.8 Retention Amount. CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") may be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14. At ADMINISTRATOR's sole discretion, in place of an amount equal to ten percent (10%), CONTRACTOR's entire final monthly or quarterly invoice in each fiscal year may be withheld as the Retention Amount pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14.

15.9 Final Invoice/Settlement. With the exception of the Retention Amount payment, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination of this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

15.10 Source of COMMISSION Funding. CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from

the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified or amended to conform to the changes to the Act, as elected by COMMISSION. If COMMISSION is not allocated or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes in funding allocations or changes to the Act, as elected by COMMISSION.

15.11 PROGRAM FEES

15.11.1 The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children ages prenatal to five years and their families ("Program Participants") for any service(s) provided under this Agreement.

15.11.2 CONTRACTOR shall not charge fees to COMMISSION's Program Participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

15.11.3 CONTRACTOR shall advise each COMMISSION Program Participant that fees may be charged and shall notify the Program Participant of any such fees prior to rendering services.

15.11.4 CONTRACTOR shall advise each COMMISSION Program Participant that all fees will be waived if the Program Participant indicates an inability to pay and CONTRACTOR shall waive all fees if the Program Participant is unable to pay.

15.11.5 CONTRACTOR shall not deny services to any COMMISSION Program Participant for any reason, including Program Participant's inability to pay for services.

15.11.6 A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

15.11.7 All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 14.1 of this Agreement.

16. OVERPAYMENTS. Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. CONTRACTOR shall make repayment on any overpayment within thirty (30) days of COMMISSION's request. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

16.1 Offset Permitted. In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole

discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable, and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

16.1.1 Offset Permitted under Subsequent Renewal or Other Pending Contract.

COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related and comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to prior funding to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with a term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

17. RECORDS.

17.1 Maintain Complete Books and Records. CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants, as approved by ADMINISTRATOR, shall have full and free access to all books and records of CONTRACTOR and any Subcontractor, arising out of this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records.

17.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

17.2 Separation of Accounts. All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation, and expenditure of all COMMISSION funds.

17.3 Form of Records. CONTRACTOR may retain records in any reasonable and customary format as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and pre-approved between the parties:

- (a) original hard copies;
- (b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance

and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;

(c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or

(d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

17.4 Release of Records. The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports, and other materials prepared by CONTRACTOR in the performance of this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR.

17.5 Ownership of Records. Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including, without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents, and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors, or agents in the performance of this Agreement, are and shall remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor to assign to COMMISSION any documents or materials prepared by it. In the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

17.6 Inspection and Access to Records. ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and any authorized representatives of First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

18. PATENT AND COPYRIGHT INFRINGEMENT.

18.1 In lieu of any other warranty by COMMISSION or CONTRACTOR against patent or copyright infringement, statutory or otherwise, it is agreed that CONTRACTOR shall defend at its expense any claim or suit against COMMISSION on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U. S. letters patent or copyright, and CONTRACTOR shall pay all costs and damages finally awarded in any such suit or claim, provided that CONTRACTOR is promptly notified in writing of the suit or claim and given authority, information, and assistance at CONTRACTOR's expense for the defense of same. CONTRACTOR will not indemnify COMMISSION if the suit or claim results from: (1) COMMISSION's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when such use in combination infringes upon an existing U.S. letters patent or copyright.

18.2 CONTRACTOR shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONTRACTOR shall not be obligated to indemnify COMMISSION under any settlement made without CONTRACTOR's consent or in the event COMMISSION fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONTRACTOR's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONTRACTOR, at no expense to COMMISSION, shall obtain for COMMISSION the right to use and sell said item, or shall substitute an equivalent item acceptable to COMMISSION and extend this patent and copyright indemnity thereto.

19. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all the inventions (whether or not patentable), works of authorship, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the "Inventions"). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish the ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION's expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR's behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR's performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants

COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

20. COPYRIGHT ACCESS. COMMISSION, the County of Orange, and First 5 California, shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use of all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

21. NOTICES.

21.1 Method and Form of Notice. Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

COMMISSION: Children and Families Commission of Orange County
Contracts Manager
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705

CONTRACTOR: See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

21.2 Advisory Notices Required. Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

22. RIGHTS OF TERMINATION.

22.1 Termination for Convenience Prior to Expiration of Term.

22.1.1 COMMISSION may terminate this Agreement for its convenience at any time upon fifteen (15) days' written notice to CONTRACTOR. Upon receipt of a notice of termination for convenience, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

22.2 Termination for Cause Due to Default of CONTRACTOR. COMMISSION reserves the express right to terminate this Agreement for cause due to the default, as defined in Paragraph 24, by CONTRACTOR in its performance obligations under this Agreement. In the event of termination, CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever occurs earlier. COMMISSION

may take over the work and prosecute the same to completion by contract or otherwise. CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement, provided that COMMISSION shall use reasonable efforts to mitigate damages. COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

23. DEFAULT.

23.1 Default by CONTRACTOR. Failure by CONTRACTOR to perform or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In addition to immediate termination as set forth above in Paragraph 23.2 and any other remedies available at law, in equity, or otherwise specified in this Agreement, ADMINISTRATOR, in his or her sole discretion, may elect any of the following:

23.1.1 Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed;

23.1.2 Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery;

23.1.3 Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and

23.1.4 Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities, or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

24. REVERSION OF ASSETS.

24.1 Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

24.2 Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the fair market value at the time of termination or expiration of this Agreement (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the value attributable to CONTRACTOR's out of pocket

expenditures using non-COMMISSION funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

24.2.1 In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

24.2.2 In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

25. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed or electronically scanned signatures shall have the same force and effect as an original signature.

26. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

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IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have caused this Agreement to be effective in the County of Orange, State of California, on the date first above written.

COMMISSION

**CHILDREN AND FAMILIES COMMISSION OF
ORANGE COUNTY**, a public body and legal public
entity

Dated: _____ By: _____
Chair

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION

By: _____
Robin Stieler
Clerk of the Commission

Dated: _____

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

CONTRACTOR

**CITY OF GARDEN GROVE, a California
Municipal Corporation**

Dated: _____

By: _____
Lisa Kim, City Manager

Following signatures as appropriate

ATTEST

Clerk/Secretary of CONTRACTOR

EXHIBIT A

PROJECT SUMMARY

City of Garden Grove
Agreement # FCI-EN-09
Term: September 1, 2023-June 30, 2026

1. FUNDING RECIPIENT

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842

Contact: Claudia Valdivia-Alvarez
Senior Program Specialist, (714)741-5017; claudiav@ggcity.org

Gabi O'Cadiz-Hernandez,
Human Services Supervisor (714)741-5769 gabrielao@ggcity.org

Work Plan/Data Entry contact: Claudia Valdivia-Alvarez, Senior Program Specialist
(714) 741-5017 claudiav@ggcity.org

Invoices/Documentation: Claudia Valdivia-Alvarez
Senior Program Specialist (714) 741-5017; claudiav@ggcity.org

Signatory: Lisa Kim, City Manager

Approved Subcontractor: Boys and Girls Clubs of Garden Grove

2. BACKGROUND

The Engaged Neighborhoods work plan activities are aligned with COMMISSION's Strategic Plan and bring collaborative participants into discussions while co-designing concrete solutions to barriers in accessing resources in the community.

CONTRACTOR's Growing Up Garden Grove Task Force will provide community engagement opportunities for stakeholders, families, and residents in the City of Garden Grove ("City") in an effort to increase readiness of children living within the City boundaries.

3. PURPOSE OF THE WORK

The purpose of this Agreement is to provide funding for costs related to activities to engage with stakeholders and community members to strengthen the Growing Up Garden Grove's Partnership vitality and sustainability. CONTRACTOR shall provide the following Services as related to each goal area:

3.1 Neighborhoods that Support Young Children

Exhibit A
Page 1 of 3

- Goal: Community partners in Garden Grove that support families are invested the Growing Up Garden Grove Task Force

EVIDENCE

- Number of promising partners identified that meet needs in the community (programs and services)
- Number of executed agreements with partners
- City of Stanton decides to join the Task Force

3.2 Strengthening Families

- Goal: Empower and engage family leaders with an early childhood agenda

EVIDENCE

- Structure/process established and implemented to efficiently stipend parents
- Number of families consistently participating in early childhood activities
- Number of educational workshops

3.3. Equitable Access to Resources (

- Goal: Families and children 0-5 in Garden Grove are connected to resources and programming
- Goal: Improve literacy and social connections with children 0-5

EVIDENCE

- A survey is created and provided to three communities low EDI scores to understand assets and needed resources
- Results of the survey are received and analyzed for priorities around early childhood
- Number of early learning/education resource events or neighborhood pop-ups
- Number of excursions (off-site) with families that provide social engagement opportunities
- Provide literacy engagement activities in vulnerable neighborhoods
- Number of on-site activities that increase literacy and social connections such Parent and Me, parent meet-ups at playgrounds and holiday events

Additional activities to include:

- Engage in monthly 1-1 check in meetings
- Engage in quarterly roundtable meetings
- Complete the Systems Change Questionnaire, annually
- Programmatic Report, ongoing

4. ATTACHMENTS TO EXHIBIT B

- 4.1** Staffing
- 4.2** Direct Project Expenses
- 4.3** Subcontracts
- 4.4** Location of Services to be Provided

5. WAIVERS/AMENDMENTS TO AGREEMENT

Exhibit A
Page 2 of 3

None.

6. INVOICING/PAYMENT ELECTIONS

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

6.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.

6.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is quarterly.

6.3 Retention Timing. The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") as described in Paragraph 15.7 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14 of this Agreement.

EXHIBIT A-1

WORK PLAN

Work Plan Engaged Neighborhoods Growing up Garden Grove (City of Garden Grove) FCI-EN-09 September 1, 2023 to June 30, 2024						
General Instructions: Update ALL services every quarter whether or not you have provided a service during that quarter. For each quarterly update, the beginning date is the first day of the quarter and the end date is the last day of the quarter: e.g. July 1, 2023- Sept. 30, 2023 Participate in regular check-ins with First 5 staff & consultants and quarterly Roundtable meetings Submit SCQ annually						
<i>Strategic Goals and Objectives</i>	<i>Goal</i>	<i>Activity</i>	<i>Program Data Type</i>	<i>Target</i>	<i>Completion date</i>	<i>Data Notes</i>
Neighborhoods that support young children	Community partners in Garden Grove that support families are invested in the Growing Up Garden Grove (GUGG) Task Force	Identify community partner(s) to join the task force that meet needs in the community	Number of promising partners that meet needs in the community	5	September 2023- June 2024	Report quarterly on the activities including planning, and/or implementation throughout the year to identify potential partners. Measurement: Number of new partners. Name partners
		Create agreements with existing and new partners to support GUGG	Number of executed agreements	3	September 2023- June 2024	Report quarterly on the activities including planning and/or implementation of the new partner agreements
		Build relationship with the City of Stanton in order to support Rancho neighborhood	City of Stanton joins the GUGG Task Force	1	September 2023- June 2024	Report quarterly on the activities including planning, and/or implementation throughout the year to engage the City of Stanton. Note challenges, barriers, opportunities and successes.

Exhibit A-1

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Strengthening Families	Empower and Engage Family leaders with an early childhood agenda	Provide stipends/ scholarships for families to participate in task force activities	Structure/process to efficiently stipend parents implemented	1	September 2023- June 2024	Report quarterly on the activities including planning development of this payment structure. Note challenges, barriers, successes and opportunities in development and implementation. Measurement: Structure and implementation of structure
		Build relationships with families in target neighborhoods	Number of families participating in early childhood activities	25	September 2023- June 2024	Report quarterly on success and barriers of outreach efforts. Report on the planning and implementation of outreach efforts. Measurement: Number of engaged families
		Build the capacity of families in the community via education opportunities	Number of educational workshops	3	September 2023- June 2024	Report quarterly on the planning and coordination with community partners to provide education and support for families.
Equitable Access to Resources	Families and children 0-5 in Garden Grove are connected to resources and programming	Survey three communities with low EDI scores to understand assets and needed resources	Community Survey-	1	September 2023- June 2024	Report quarterly on the planning, development and implementation of the community survey. Noting challenges, barriers, successes and opportunities.
		Bring survey results to the collaborative	Survey Results	1	September 2023- June 2024	Report quarterly on the data collection, analysis and dissemination process. Include to whom results are shared and how this informs work.

Exhibit A-1
Page 2 of 3

		Host an early learning/education resource event or neighborhood pop up event	Number of events	3	September 2023- June 2024	Report quarterly on the identification of events/calendar and partners to support events. Name partners as appropriate. Consider Kid Builders, Vital Village, etc.
	Improve literacy and social connections with kids 0-5	Provide social engagement opportunities for families (off-site excursions)	Number of excursions	2	September 2023- June 2024	Report quarterly on the identification of excursion opportunities and processes established to engage families.
			Number of families that attend	10	September 2023- June 2024	Report quarterly on the engagement of families to participate on off-site excursions. Note challenges, barriers, successes and opportunities. Measurement: Number of families attending in total
		Provide engagement opportunities onsite-activities such as Parent and Me, parent meet-ups at playgrounds and holiday events focused on literacy	Number of activities	3	September 2023- June 2024	Report quarterly on the planning and implementation of events. Noting types of events/activities.
	Show funding match to Engaged Neighborhoods investment.	Raise required match	Dollars	\$37,500	amount per fiscal year	Report on dollars matched (e.g. in-kind salary match).

Exhibit A-1
Page 3 of 3

EXHIBIT B
PROJECT BUDGET

City of Garden Grove	Funds Due 9/1/23 – 6/30/24	Funds Due 7/1/24 – 6/30/25	Funds Due 7/1/25 – 6/30/26
Staffing	\$10,101	\$10,606	\$11,137
Direct Project Expense	\$4,899	\$5,000	\$5,000
Subcontracts	\$60,000	\$64,394	\$68,863
TOTAL FUNDS DUE	\$75,000	\$80,000	\$85,000

MAXIMUM PAYMENT OBLIGATION: \$240,000

Attachment 1 to Exhibit B

Staffing Table:

	9/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26
	FTE	FTE	FTE
	Salary & Benefits	Salary & Benefits	Salary & Benefits
Position Title: Recreation Leader	FTE	FTE	FTE
Job Duties: Under general supervision, responsible for providing support for community activities focusing on early learning coordinated by the Growing Up Task Force and agency identified to provide activities.	.25	.25	.25
	\$10,101	\$10,606	\$11,317

Summary Table of Staffing Costs

9/1/23 – 6/30/24	7/1/24 – 06/30/25	7/01/25 – 6/30/26
\$10,101	\$10,606	\$11,317

Attachment 2 to Exhibit B

DIRECT PROJECT EXPENSES TABLE

Expense Type	9/1/23– 6/30/24	7/1/24 – 6/30/25	7/1/25 – 6/30/26	1-2 sentence narrative description of expenses.
Supplies	\$3,399	\$3,500	\$3,500	Purchase supplies for outreach opportunities, parent/child activities, and events.
Incentives	\$500	\$500	\$500	Gift cards, prizes, food
Early learning toys/supplies	\$1000	\$1000	\$1000	Early learning materials to distribute to families that participate in classes/workshops.
Total Direct Project Expenses	\$4,899	\$5,000	\$5,000	

Attachment 2 to Exhibit B

Page 1 of 1

Attachment 3 to Exhibit B

SUBCONTRACTOR TABLE

Subcontractor Name, Address, Email and Phone Number	9/1/23 – 6/30/24	7/1/24 – 6/30/25	7/1/25 – 6/30/26	1-2 sentence description of services sub-contracted. This table is for services outsourced to a third Party.
Boys & Girls Club of Garden Grove	\$60,000	\$64,394	\$68,863	Responsible for meeting the following goals and service numbers (target numbers) by delivering activities outlined in work plan Exhibit A-1. Goal: Community partners in Garden Grove that support families are invested in the Growing Up Garden Grove (GUGG) Task Force Goal: Empower and Engage Family leaders with an early childhood agenda Goal: Families and children 0-5 in Garden Grove are connected to resources and programming Goal: Improve literacy and social connections with kids 0-5. Conduct and facilitate monthly GUGG Task Force. Responsible for planning and organizing meetings with community partners, stakeholders, and parents. Connect families to services and resources Create, execute, and implement activities and events related to needs assessment/survey and work plan as outlined in Exhibit A-1 Report on dollars matched (e.g. in-kind salary match).

Attachment 3 to Exhibit B

Page 1 of 2

Attachment 3 to Exhibit B

				Engage in monthly 1-1 check in meetings with First 5 OC Engage in quarterly roundtable meetings with First 5 OC Complete the Systems Change Questionnaire, annually Programmatic Reporting Meet monthly with City of Garden Grove lead staff to coordinate and implement goals and activities. Submit monthly invoices to City of Garden Grove Submit monthly/quarterly updates to the City of Garden Grove

Total Subcontract Costs	91/23 – 6/30/24	7/1/24 – 6/30/25	7/1/25 – 6/30/26
	\$60,000	\$64,394	\$68,863

Attachment 3 to Exhibit B

Page 2 of 2

Attachment 4 to Exhibit B

LOCATION TABLE

Location (Name)	Address (Street, City, Zip Code)	Contact Name, Phone Number	Services Provided at Location
Magnolia Park Family Resource Center	11402 Magnolia Street, Garden Grove, CA 92841	Claudia Valdivia-Alvarez (714) 741-5017	Meeting, Workshops, Parent/Child classes and events.

EXHIBIT C

ACKNOWLEDGMENT OF INDEPENDENT CONTRACTOR STATUS

This **Acknowledgment of Independent Contractor Status** (“Acknowledgment”) is an exhibit and fully incorporated into that certain Agreement for provision of Services (“Agreement”) dated September 1, 2023 by and between **Children and Families Commission of Orange County** (“COMMISSION”) and **City of Garden Grove**, a California Municipal Corporation (“CONTRACTOR”). This Acknowledgment is intended to define and affirm the relationship between COMMISSION and CONTRACTOR as set forth in the Agreement. CONTRACTOR has been fully informed, has had the opportunity to be advised or has been advised by counsel of its choosing, and knowingly and willingly acknowledges and agrees as follows:

1. CONTRACTOR on behalf of itself and each and every person acting by, through, or for CONTRACTOR (together, “CONTRACTOR”), is not an employee of COMMISSION.
2. CONTRACTOR is an independent contractor to COMMISSION.
3. Because CONTRACTOR is not an employee of COMMISSION, CONTRACTOR is not entitled to receive health benefits or any other benefits provided by COMMISSION to its regular employees.
4. CONTRACTOR is not eligible to join in or participate in any benefit plans offered to those individuals listed on COMMISSION’s payroll as regular employees.
5. CONTRACTOR is and shall remain ineligible for employment benefits provided to COMMISSION’s regular employees, or for participation in such benefit plans, even if it is later determined that COMMISSION has misclassified CONTRACTOR as an independent contractor for tax or other purposes.
6. CONTRACTOR hereby waives any right it may have to claim it is an employee or challenge its status as an independent contractor of COMMISSION.
7. CONTRACTOR releases COMMISSION and its Commissioners, officers, board members, employees and agents (together, “COMMISSION”) from any and all obligations, liabilities, causes of action, and/or claims that exist or may arise under applicable laws that relate to CONTRACTOR’s acknowledgement, release, and agreement of its status as an independent contractor (not an employee) of COMMISSION.
8. In making this Acknowledgment and the release and waiver for this Agreement, CONTRACTOR acknowledges it has been advised concerning the content and meaning or and understands and is familiar with the provisions of California Civil Code Paragraph 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

CONTRACTOR represents and warrants it understands the purpose, meaning, and effect of Paragraph 1542 above, but nevertheless freely and knowingly waives and relinquishes any right or benefit that it has or may have under Paragraph 1542 of the Civil Code of the State of California, or any similar provision of law as such relates to the status of CONTRACTOR as an independent contractor, not an employee, of COMMISSION.

CONTRACTOR

**CITY OF GARDEN GROVE, a California
Municipal Corporation**

By:

Lisa Kim, City Manager

Date:

Exhibit C
Page 2 of 2

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Adoption of a Resolution amending the City's Conflict of Interest Code pertaining to designated positions and disclosure categories. (<i>Action Item</i>)		
		Date:	9/12/2022

OBJECTIVE

For the City Council to adopt a Resolution relating to the City's Conflict of Interest Code for designated positions.

BACKGROUND

The City adopted a Conflict of Interest Code on April 14, 1997, that incorporated the Model Conflict of Interest Code established by the California Fair Political Practices Commission. The Code requires biennial review on even-numbered years, and the last review and adoption by the City Council was in 2022; however with a recent reorganization, and newly established positions within certain departments, there is a need to revise and amend the City's Conflict of Interest Code to include those positions.

DISCUSSION

Due to the recent reorganization establishing the Community Development Department and Economic Development Department, formerly the Community and Economic Development Department, the inclusion of the Housing Authority under the Economic Development Department, and the addition of Deputy Directors in multiple departments an amendment to the Conflict of Interest Code filings for Designated Officers and Employees is required.

FINANCIAL IMPACT

There is no financial impact to the City by this action.

RECOMMENDATION

It is recommended that the City Council:

- Rescind Resolution No. 9775-22; and
- Adopt the attached Resolution amending the Conflict of Interest Code pertaining to designated positions and disclosure categories.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	9/5/2023	Resolution	9-12-23_GG_Conflict_of_Interest_Code_update.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
AMENDING THE CONFLICT OF INTEREST CODE OF THE CITY OF GARDEN GROVE
PERTAINING TO DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES AND
RESCINDING RESOLUTION NO. 9775-22

WHEREAS, pursuant to the provisions of the Political Reform Act and Government Code Section 87300, et seq., the City adopted a Conflict of Interest Code on April 14, 1997, incorporating the Model Conflict of Interest Code promulgated by the California Fair Political Practices Commission, Title 2 California Code of Regulations, Section 18730, by adoption of Resolution No. 7951-97;

WHEREAS, amendments by the Fair Political Practices Commission (FPPC) to the model conflict of interest code are automatically applicable to the City by virtue of the City's adoption of the model conflict of interest code; and

WHEREAS, it is necessary to update the list of designated positions and disclosure categories pertaining to officials and employees subject to the City's Conflict of Interest Code.

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. The City of Garden Grove does hereby adopt the list of designated employees and disclosure categories pursuant to Exhibits "A" and "B" attached herein and made a part hereof by this reference. Said Exhibits shall replace Exhibits "A" and "B" of Resolution No. 7951-97 pertaining to the designated officials and employees and the disclosure categories of the City's Conflict of Interest Code. A copy of the Model Code, FPPC Regulation 18730 as last amended by the Fair Political Practices Commission and effective June 11, 2021, is attached for reference as Exhibit "C."

Section 2. Resolution No. 9775-22 is hereby repealed.

EXHIBIT "A"

CONFLICT OF INTEREST CODE FILINGS

DESIGNATED OFFICERS AND EMPLOYEES

<u>DEPARTMENT/POSITIONS</u>	<u>CATEGORY</u>
<u>CITY ATTORNEY*</u>	
Assistant City Attorney	1 & 2
Deputy City Attorney	1 & 2
<u>CITY MANAGER*</u>	
Assistant City Manager/Deputy City Manager	1 & 2
City Clerk	3,4, & 5
Deputy City Clerk	6
Principal Administrative Analyst	6
Senior Administrative Analyst	6
Senior Program Specialist	6
<u>COMMUNITY DEVELOPMENT</u>	
Community Development Director	1 & 2
Deputy Director/Building Official	1, 2, 3, 4, & 5
Deputy Building Official	2, 3, 4, & 5
Building Inspector	4 & 5
Code Enforcement Supervisor	2, 3, 4, & 5
Permit Center Supervisor	2, 3, 4, & 5
Plan Check Engineer	2, 3, 4, & 5
Planning Services Manager	2, 3, 4, & 5
Project Planner	2, 3, 4, & 5
Senior Administrative Analyst	2, 3, 4, & 5
Senior Planner	2, 3, 4, & 5
Senior Program Specialist	2, 3, 4, & 5
Senior Project Planner	2, 3, 4, & 5
Senior Building Inspector	3, 4, & 5
Supervising Building Inspector	2, 3, 4, & 5

COMMUNITY SERVICES

Community Services Director	1 & 2
Deputy Director	1 & 2
Division Manager	5
Community Services Supervisor	6
Senior Program Specialist	2, 3, 4, & 5

CONSULTANTS**

ECONOMIC DEVELOPMENT

Economic Development Director	1 & 2
Deputy Director	1 & 2
Division Manager	2, 3, 4, & 5
Housing Supervisor	2, 3, 4, & 5
Project Planner	2, 3, 4, & 5
Senior Administrative Analyst	2, 3, 4, & 5
Senior Project Planner	2, 3, 4, & 5
Senior Real Property Agent	2, 3, 4, & 5

FINANCE

Finance Director	1 & 2
Deputy Director	1 & 2
Accounting Supervisor	5
Senior Accountant	5
Business Tax Supervisor	3, 4, & 5
Division Manager	3, 4, & 5
Payroll Supervisor	5
Principal Administrative Analyst	3, 4, & 5
Senior Administrative Analyst	3, 4, & 5
Senior Program Specialist	3, 4, & 5
Utilities Revenue Supervisor	3, 4, & 5

HUMAN RESOURCES

Human Resources Director	1 & 2
Deputy Director	1 & 2

INFORMATION TECHNOLOGY

Information Technology Director	1 & 2
Deputy Director	1 & 2
Network Administrator	5
Senior Administrative Analyst	5
Senior Information Technology Analyst	5

POLICE

Police Chief	1 & 2
Deputy Chief	1 & 2
Police Captain	6
Public Safety Fiscal Analyst	3, 4, & 5
Emergency Operations Officer	3, 4, & 5

PUBLIC WORKS

Assistant Engineer	3, 4, & 5
Associate Engineer	4 & 5
City Engineer	3, 4, & 5
Construction Inspector	4 & 5
Custodial Supervisor	4 & 5
Division Manager	4 & 5
Environmental Services Manager	3, 4, & 5
Principal Administrative Analyst	3, 4, & 5
Project Engineer	4 & 5
Public Works Director	1 & 2
Public Works Deputy Director	1 & 2
Public Works Foreman	4 & 5
Public Works Supervisor	4 & 5
Senior Administrative Analyst	2, 3, 4, & 5
Senior Civil Engineer	3, 4, & 5
Senior Program Specialist	2, 3, 4, & 5
Traffic Engineer	3, 4, & 5

COMMISSIONS/BOARDS

Downtown Commission Members	2, 3, 4, & 6
Housing Authority Tenant Board Members	2, 3, 4, & 6

*Council Members, City Manager, City Attorney, City Treasurer, Planning Commissioners, and other public officials who manage public investments are required to file Statements of Economic Interests pursuant to Government Code Section 87200 et seq.; therefore, they are not included as designated positions in this Exhibit.

**Consultants, as defined below, shall disclose pursuant to categories 1 & 2 subject to the following limitations: The City Manager may determine in writing that a particular consultant, although meeting the definition below, is hired to perform a range of duties that are limited in scope and thus is not required to comply with the disclosure requirements described herein. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The determination of the City Manager is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code. Nothing herein excuses any such consultant from any other provision of the Conflict of Interest Code.

"Consultants" are defined pursuant to FPPC Regulation 18700.3 (a) as follows:

"Consultant" means an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
5. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
6. Grant agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code Section 87302.

EXHIBIT "B"

DISCLOSURE CATEGORIES

CATEGORY 1:

All investments, business positions, and sources of income.

CATEGORY 2:

All interests in real property within the City or within 500 feet of the City's boundaries.

CATEGORY 3:

All investments, business positions, and sources of income subject to the regulatory, permit, or licensing authority of the designated official's commission or employee's department.

CATEGORY 4:

Investments in business entities, business positions, and sources of income, which engage in land development, construction or the acquisition or sale of real property.

CATEGORY 5:

Investments in business entities, business positions, and sources of income of the type, which provide services, supplies, materials, machinery, or equipment utilized by the City.

CATEGORY 6:

Investments in business entities, business positions, and sources of income of the type which provide services, supplies, materials, machinery, or equipment utilized by the designated official's commission or employee's department.

EXHIBIT "C"

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's

disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$520.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$520 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from

any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control.

This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

- 1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
- 2. A loan that would otherwise not be a gift as defined in this title.
- 3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
- 4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
- 5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made.

The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)-(8.1)(A) filed 12-23-2020; operative 1-1-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)-(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974

Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution authorizing application submittals for the Department of Resources Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program. (Grant Amount: \$91,600) (<i>Action Item</i>)		
		Date:	9/12/2023

OBJECTIVE

For City Council to adopt the attached Resolution authorizing application submittals to the Department of Resources Recycling and Recovery (CalRecycle) for funding under the Rubberized Pavement Grant Program for rubberized pavement projects.

BACKGROUND

CalRecycle offers the Rubberized Pavement Grant Program to promote markets for rubberized pavement products derived from 100 percent recycled California-generated waste tires. The grant offers two projects types, the Rubberized Asphalt Concrete (RAC) project type and Rubberized Chip Seal (Chip Seal) project type.

DISCUSSION

CalRecycle issued a competitive call for projects for the Fiscal Year 2023-24 Rubberized Pavement grant program. For this cycle, the City is requesting approximately \$91,600 for chip seal rehabilitation work on 12 street segments within the City. Street segments include: 1) Chapman Ave from Harbor Blvd to Lewis St, 2) Lampson Ave from City Limits to Valley View St, 3) Lampson Ave from Nelson St to Euclid St, 4) Trask Ave from Brookhurst St to Benton St, 5) Dale Ave from Garden Grove Blvd to Lampson Ave, 6) Yockey St from Westminster to Garden Grove Blvd, 7) Garden Grove Blvd from Magnolia St to Gilbert St, 8) Ward St from Hazard Ave to Morningside Ave, 9) Longden St from Anthony Ave to Stanford Ave, 10) Stanford Ave from Longden St to Owen St, 11) Cerulean Ave from Valley View St to Topaz St, and 12) Wakefield Ave from Euclid St to City Limits.

FINANCIAL IMPACT

There is no impact to the General Fund. Local Measure M2 and Gas Tax will be used to fund these projects in congruence with grant funding. Budget appropriations will be made once funding request is approved by CalRecycle.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution authorizing the submittal of Rubberized Pavement Grant application to CalRecycle; and
- Authorize the City Manager or this designee to execute grant documents, including but not limited to, applications, agreements, amendments, and requests for payment necessary to secure grant funds and implement the approved grant project on behalf of the City.

By: Alexa Viramontes, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution Authorizing Grant Application Submittal	8/31/2023	Resolution	Resolution_9-26-23.doc

GARDEN GROVE CITY COUNCIL
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
AUTHORIZING SUBMITTAL OF APPLICATION FOR THE RUBERIZED PAVEMENT
GRANT PROGRAM

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City of Garden Grove authorizes the submittal of applications to CalRecycle for the Rubberized Pavement Grant Program for which the City of Garden Grove is eligible; and

BE IT FURTHER RESOLVED that the City Manager, or her is hereby authorized and empowered to execute in the name of the City of Garden Grove all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this Resolution.

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 construction bids and authorization to re-advertise for Project No. CP-1344023, Traffic Signal Modifications at Various Locations Fiscal Year 2023-24. (<i>Action Item</i>)		
		Date:	9/12/2023

OBJECTIVE

For City Council to reject all construction bids and authorize the re-advertisement of Project CP-1344023 - Traffic Signal Modifications at Various Locations FY 23-24 (Project).

BACKGROUND

Approved under the FY 2023-24 Capital Improvement Plan, the Project consisted of traffic signal modifications at Magnolia Street/Lampson Street, Brookhurst Street/Hazard Avenue, Garden Grove Boulevard/Galway Street, and Trask Avenue/Newhope Street. The scope of work involves installing new signal equipment, poles, cabinets, conduits, cables and vehicle video detection. As part of the improvements, striping will be modified and curb ramps will be constructed to meet ADA requirements.

DISCUSSION

Staff solicited bids for subject project pursuant to Municipal Code Section 2.52.010. The Project was advertised on August 9, 2023 and bid opening was conducted on August 30, 2023 at 10:00 AM. The City Clerk's office received and opened one (1) bid.

Since the City received only one (1) bid and the bid price is 59% higher than the Engineer's Estimate, staff recommends the rejection of the bid received and the re-advertisement of the Project. For comparison, the City received seven (7) bids for a similar traffic signal project in January of 2022. Staff will monitor bid results of traffic signal projects from nearby local agencies and will re-advertise the Project when a more favorable bid environment is determined.

FINANCIAL IMPACT

Rejecting the bid will not have a financial impact to the City. The Project is included in the 2023-2024 Capital Improvement Budget and is funded by traffic mitigation fees and red light camera fees. However, awarding the contract to the only bidder would result in the City paying 59% higher than the Engineer's Estimate.

RECOMMENDATION

It is recommended that the City Council:

- Reject all bids received on August 30, 2023 for Project No. CP-1344023 - Traffic Signal Modifications at Various Locations FY 23-24; and
- Authorize staff to re-advertise the project.

By: Ken Vu, P.E., Associate Engineer

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 construction bids and authorization to re-advertise for Project No. CP-1345000/CP-1346000, Traffic Signal Modifications at Garden Grove Boulevard/Nelson Street-Century Boulevard and Garden Grove Boulevard/Newland Street. (<i>Action Item</i>)		
		Date:	9/12/2023

OBJECTIVE

For City Council to reject all construction bids and authorize the re-advertisement of Project No. CP-1345000/CP-1346000, Traffic Signal Modifications at Garden Grove Boulevard/Nelson Street-Century Boulevard and Garden Grove Boulevard/Newland Street (Project).

BACKGROUND

In 2022, staff applied for and received state grants for two (2) Highway Safety Improvement Program (HSIP) projects. Project No. CP-1345000 consists of modifying the traffic signal at Garden Grove Blvd./Nelson St.-Century Blvd. and Project No. CP-1346000 consists of modifying the traffic signal at Garden Grove Blvd./Newland St. Both projects involve installing new signal equipment, poles, cabinets, conduits, cables and vehicle video detection. As part of the improvements, protective left-turn phasing will be provided for both intersections. In addition, striping will be modified and curb ramps will be constructed to meet ADA requirements.

DISCUSSION

Staff solicited bids for the Project pursuant to Municipal Code Section 2.50.100. The Project was advertised on August 9, 2023 and bid opening was conducted on August 30, 2023 at 11:00 AM. The City Clerk's office received and opened two (2) bids.

Since the City received only two (2) bids and the lowest bid price is 47% higher than the Engineer's Estimate, staff recommends the rejection of the bids received and the re-advertisement of the Project. For comparison, the City received seven (7) bids for a similar traffic signal project in January of 2022. Staff will monitor bid results of traffic signal projects from nearby local agencies and will re-advertise the Project when a more favorable bid environment is determined.

FINANCIAL IMPACT

Rejecting the bids will not have a financial impact to the City. The Project is funded by the HSIP state grants with local match funded by traffic mitigation fees and red light camera fees. Awarding the contract to the lowest bidder would result in the City paying 47% higher than the Engineer's Estimate. The lowest bid price exceeded the amount of HSIP state grants by \$280,000, if accepted, additional City funds in this amount would be needed to implement the Project.

RECOMMENDATION

It is recommended that the City Council:

- Reject all bids received on August 30, 2023 for Project No. CP-1345000/CP-1346000 - Traffic Signal Modifications at Garden Grove Blvd./ Nelson St.- Century Blvd. and Garden Grove Blvd./Newland St.; and
- Authorize staff to re-advertise the project.

By: Ken Vu, P.E., Associate Engineer

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 June 27, 2023, July 25, 2023, and August 8, 2023. (Action Item) Date: 9/12/2023

Attached are the minutes from the meetings held on June 27, 2023, July 25, 2023, and August 8, 2023, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes - June 27, 2023	9/7/2023	Minutes	cc-min_06-27-23.pdf
Minutes - July 25, 2023	9/7/2023	Minutes	cc-min_07_25_2023.pdf
Minutes - August 8, 2022	9/7/2023	Minutes	cc-min_08_08_2023.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, June 27, 2023

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

CONVENE MEETING

At 6:33 p.m., Mayor Jones convened the meeting.

<u>ROLL CALL</u>	PRESENT:	(7)	Council Members O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam, Mayor Jones
	ABSENT:	(0)	None

INVOCATION

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

RECESS

At 6:34 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 6:39 p.m., Mayor Jones reconvened the meeting with all Council Members present.

Mayor Jones announced that earlier in the evening the City held a reception recognizing the winners of the annual Garden Grove Gems Home Beautification Contest and presented the winners and runner-ups a Certificate of Recognition.

COMMUNITY SPOTLIGHT IN RECOGNITION OF THE GARDEN GROVE STRAWBERRY FESTIVAL ASSOCIATION FOR ORGANIZING THE 2023 GARDEN GROVE STRAWBERRY FESTIVAL

COMMUNITY SPOTLIGHT IN RECOGNITION OF ARLENE MARTIN AND HOWARD WHITTAKER FOR BEING NAMED THE 2023 STRAWBERRY BALL QUEEN AND KING AND SENIOR VOLUNTEER WOMAN AND MAN OF THE YEAR

This item was heard later in the meeting.

ADOPTION OF A PROCLAMATION RECOGNIZING ARLENE MARTIN AND HOWARD WHITTAKER FOR BEING NAMED THE 2023 STRAWBERRY BALL QUEEN AND KING, AND FOR BEING NAMED AS SENIOR VOLUNTEER WOMAN AND MAN OF THE YEAR (F: 83.1-2023)

This item was pulled by Mayor Jones and moved by Council Member Klopfenstein, seconded by Mayor Pro Tem Brietigam that:

A Proclamation recognizing and honoring Arlene Martin and Howard Whittaker as the 2023 Garden Grove Strawberry Ball King and Queen, and Senior Volunteer Man and Woman of the Year, 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

COMMUNITY SPOTLIGHT IN RECOGNITION OF ARLENE MARTIN AND HOWARD WHITTAKER FOR BEING NAMED THE 2023 STRAWBERRY BALL QUEEN AND KING AND SENIOR VOLUNTEER WOMAN AND MAN OF THE YEAR

PUBLIC SAFETY UPDATE FOR THE UPCOMING JULY 4TH HOLIDAY AS PRESENTED BY THE POLICE DEPARTMENT AND ORANGE COUNTY FIRE AUTHORITY

ORAL COMMUNICATIONS

Speakers: Leland Sisk, Kyle Mason, Ana Parker, Kelly Bruno Nelson – Cal Optima Health, Van Gordan - VNARP of Southern California, Maureen Blackmun, Nicole Jaimes

CONSIDERATION OF A WRITTEN REQUEST FOR A ONE-DAY USE OF THE WILLOWICK GOLF COURSE FOR THE ANNUAL GOLF CLASSIC ON A DATE TO BE DETERMINED IN SEPTEMBER 2023 (F: 73.13)

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

The one-day use of the Willowick Golf Course for the Garden Grove Community Foundation and Garden Grove Chamber of Commerce Golf Classic on a date to be determined in September 2023, be approved.

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

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

RECESS

At 7:05 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:30 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF A PROCLAMATION RECOGNIZING ARLENE MARTIN AND HOWARD WHITTAKER FOR BEING NAMED THE 2023 STRAWBERRY BALL QUEEN AND KING, AND FOR BEING NAMED AS SENIOR VOLUNTEER WOMAN AND MAN OF THE YEAR (F: 83.1-2023)

This item was heard earlier in the meeting.

ADOPTION OF A PROCLAMATION CELEBRATING THE MONTH OF JULY AS PARKS MAKE LIFE BETTER MONTH (F: 83.1-2023)

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

A Proclamation celebrating July as Parks Make Life Better 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

ACCEPTANCE OF PROJECT NO. 5031021280 – CITY HALL SECURITY ENHANCEMENT PROJECT AS COMPLETE (F: 48.2.PROJ.5031021280)

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

The Garden Grove City Hall Security Enhancement Project No. 5031021280, be accepted as complete;

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

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

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

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

ACCEPTANCE OF PROJECT NO. 01-2023 – 11277 GARDEN GROVE WINDOW
WEATHERIZATION PROJECT AS COMPLETE (F: 48.15)

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

The 11277 Garden Grove Window Weatherization Project, Project No. 01-2023, be accepted as complete;

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

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

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

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

ADOPTION OF A RESOLUTION TO ADOPT THE MEASURE M2 LOCAL TRAFFIC SIGNAL
SYNCHRONIZATION PLAN

This item was heard later in the meeting.

APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH CALOPTIMA TO
PARTNER AND SUPPORT THE ESTABLISHMENT OF THE STREET MEDICINE SUPPORT
CENTER

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

The Memorandum of Understanding between the City of Garden Grove and CalOptima, be approved; and

The City Manager be authorized to execute all documents on behalf of the City, and make minor modifications thereto 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 AN AMENDMENT TO THE AGREEMENT WITH AME BUILDERS, INC.
DBA AME ROOFING, FOR THE SILICONE ROOFING PROJECT, 11277 GARDEN
GROVE NO. 02-2023 (F: 48.15)

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

Amendment No. 1 to increase the funds in the amount of \$33,305, and to add 15 additional working days to the contract with AME Builders, Inc. dba AME Roofing, for the Silicone Roofing Project, 11277 Garden Grove No. 02-2023, be approved;

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

A 10 percent contingency for unforeseen increases or change orders for the term of the contracts available at the sole discretion of the City Manager, 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

APPROVAL OF A COST SHARING AGREEMENT WITH THE MUNICIPAL WATER
DISTRICT OF ORANGE COUNTY FOR DEDICATED IRRIGATION METERS AREA
MEASUREMENT FOR REGULATORY COMPLIANCE

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

The agreement with Municipal Water District of Orange County to conduct area measurements of landscapes with dedicated irrigation meters to meet State regulatory compliance under SB 606 and AB 1668, not to exceed \$71,100, be approved; and

The City Manager be authorized to execute the 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

APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT WITH CABCO YELLOW, INC.
FOR THE SENIOR MOBILITY PROGRAM

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

Amendment No. 3 to the Agreement with Cabco Yellow, Inc., for transportation services for the City's Senior Mobility Program at the H. Louis Lake Senior Center, in the amount not to exceed \$205,000 during Fiscal Year 2023-2024, be approved; and

The City Manager be authorized to execute Amendment No. 3 on behalf of the City, including making minor modifications as appropriate and necessary.

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

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

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NIXON-EGLI EQUIPMENT
COMPANY FOR ONE (1) NEW VOGELE SUPER 700-3I MINI PAVER

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

The Finance Director be authorized to issue a purchase order in the amount of \$235,878.14 to Nixon-Egli Equipment Company for the purchase of one (1) new Public Works Vogele Super 700 3i Mini Paver.

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 MAY 23, 2023 AND MAY 31, 2023 (F: VAULT)

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

The minutes from the meetings held on May 23, 2023 and May 31, 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 Klopfenstein, seconded by Council Member Nguyen that:

Demands covered by Wire numbers 00001565 through 00001569; EFT numbers 00035936 through 00035960, and check numbers 00686335 through 00686418 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures; and

Demands covered by Wire numbers 00001570 through 00001603; EFT numbers 00035961 through 00035978, and check numbers 00686419 through 00686493 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures; and

Demands covered by EFT numbers 00035979 through 00037017, and check numbers 00686494 through 00686704 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures; and

Demands covered by EFT numbers 00037018 through 00037047, and check numbers 00686705 through 00686789 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures; and

Demands covered by EFT numbers 00037048 through 00037074, and check numbers 00686790 through 00686961 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures; and

Demands covered by Wire number 00001604; EFT numbers 00037075 through 00037111, and check numbers 00686962 through 00687063 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.

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

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

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

WAIVER

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

That full reading of ordinances listed be waived.

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 RESOLUTION TO ADOPT THE MEASURE M2 LOCAL TRAFFIC SIGNAL SYNCHRONIZATION PLAN

This item was pulled by Council Member Tran and after a brief comment, Council Member Tran moved the item, seconded by Mayor Jones that:

Resolution No. 9809-23 entitled: A Resolution of the City Council of the City of Garden Grove concerning the update of the Local Signal Synchronization Plan for the Measure M (M2) Program, 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

PUBLIC HEARING - ADOPTION OF RESOLUTIONS CONFIRMING THE ANNUAL LEVY OF FISCAL YEAR 2023-24 ASSESSMENTS FOR THE GARDEN GROVE STREET

LIGHTING DISTRICT, THE GARDEN GROVE STREET LIGHTING DISTRICT NO. 99-1,
AND THE GARDEN GROVE PARK MAINTENANCE DISTRICT

Following staff's presentation and with no questions from the City Council, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council.

Speakers: None.

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

The Deputy City Clerk announced that no protests were received; therefore, there was not a majority protest.

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

Resolution No. 9810-23 entitled: A Resolution of the City Council of the City of Garden Grove making determinations and confirming the diagram and assessment for 2023-24 Fiscal Year for the City of Garden Grove Street Lighting District, be adopted;

Resolution No. 9811-23 entitled: A Resolution of the City Council of the City of Garden Grove making determinations and confirming the diagram and assessment for 2023-24 Fiscal Year for the City of Garden Grove Street Lighting District No. 99-1, be adopted; and

Resolution No. 9812-23 entitled: A Resolution of the City Council of the City of Garden Grove making determinations for the City of Garden Grove Park Maintenance District and confirming the diagram and assessment for the 2023-24 Fiscal Year, be adopted.

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

Ayes: (6) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Jones
Noes: (1) Brietigam

PUBLIC HEARING - ADOPTION OF A RESOLUTION TO CONFIRM THE ANNUAL LEVY
OF FISCAL YEAR 2023-24 ASSESSMENT FOR THE DOWNTOWN ASSESSMENT
DISTRICT

Following staff's presentation and with no questions from the City Council, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council.

Speakers: None.

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

The Deputy City Clerk announced that no protests were received; therefore, there was not a majority protest.

With no further discussion, it was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

Resolution No. 9813-23 entitled: A Resolution of the City Council of the City of Garden Grove making determinations and confirming the diagram and assessments in the matter of the Downtown Assessment District, be adopted.

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

Ayes: (6) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Jones
Noes: (1) Brietigam

APPOINTMENTS TO THE PLANNING COMMISSION TO FILL TWO VACANCIES
(CONTINUED FROM THE JUNE 13, 2023 MEETING)

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

Fernando Cueva and Joseph Laricchia be appointed to serve on the Planning Commission.

The motion carried by a 5-1-1 vote as follows:

Ayes: (5) O'Neill, Klopfenstein, Nguyen, Brietigam, Jones
Noes: (1) Tran
Abstain: (1) DoVinh

ADOPTION OF A RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF GARDEN GROVE AND THE GARDEN GROVE HOUSING
AUTHORITY FOR REAL PROPERTY LOCATED AT 11390-11400 STANFORD AVENUE
(JOINT ACTION ITEM WITH THE HOUSING AUTHORITY)

CITY COUNCIL ACTION

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

The Purchase and Sale Agreement and other related documents between the City of Garden Grove and the Garden Grove Housing Authority in regards to the sale of real property located at 11390-11400 Stanford Avenue by the City to the Housing Authority in the amount of \$8,550,000, be approved; and

The City Manager/Director be authorized to execute the Purchase and Sale Agreement, Grant Deed, Promissory Note, pertinent documents, and make minor modifications as needed, 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

HOUSING AUTHORITY ACTION

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

The Purchase and Sale Agreement and other related documents between the City of Garden Grove and the Garden Grove Housing Authority in regards to the sale of real property located at 11390-11400 Stanford Avenue by the City to the Housing Authority in the amount of \$8,550,000, be approved; and

The City Manager/Director be authorized to execute the Purchase and Sale Agreement, Grant Deed, Promissory Note, pertinent documents, and make minor modifications as needed, on behalf of the City.

The motion carried by a 9-0 vote as follows:

Ayes: (9) Beckles, O'Neill, Tran, Jones, DoVinh,
Klopfenstein, T. Nguyen, K. Nguyen, Brietigam
Noes: (0) None

AUTHORIZATION TO PARTICIPATE WITH THE ORGANIZED RETAIL THEFT PREVENTION GRANT PROGRAM FROM THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS

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

The Garden Grove Police Department be authorized to apply for the California Board of State and Community Corrections (BSCC) Organized Retail Theft Prevention Grant Program in the amount of \$1,302,231.00;

The Garden Grove Police Department be designated as the Lead Public Agency (LPA) for the grant application and grant operations on behalf of the City;

Appropriation of the amount equivalent to the Program funds awarded to the City of Garden Grove Police Department for the purchase Flock LPR cameras and to fund related enforcement operations for the duration of the grant period, be approved; and

The Finance Director be authorized to issue purchase orders for the procurement of the Flock LRP cameras and related equipment.

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 JON GILMER CONSTRUCTION FOR THE MAGNOLIA PARK IMPROVEMENTS CITY PROJECT NO. S-1311

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

A contract in the amount of \$557,940 be awarded to Jon Gilmer Construction for City Project No. S-1311 Magnolia Park improvements; and

The City Manager be authorized to execute the agreement on behalf of the City, 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

APPROVAL OF A COOPERATIVE AGREEMENT WITH THE CITY OF SANTA ANA FOR THE WESTMINSTER AVENUE REHABILITATION PROJECT FROM NEWHOPE STREET TO HARBOR BOULEVARD

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

The Cooperative Agreement with the City of Santa Ana, in the amount of \$550,000, for the Westminster Avenue Rehabilitation Project from Newhope Street to Harbor Boulevard (CP-1196273), 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 CONTRACT TO WGJ ENTERPRISES, INC. DBA PCI, FOR THE
CONSTRUCTION OF THE BICYCLE CORRIDOR IMPROVEMENT PROJECT (BCIP).
INCLUDES IMPROVED BICYCLE SIGNING AND STRIPING UPGRADES CITYWIDE

Following staff introduction, Mayor Pro Tem Brietigam expressed concern with impacts to traffic with any lane reductions as part of this project.

Arturo Vivar with AIX Group explained that the portion of West Street from Katella Avenue to Chapman Avenue with two lanes in each direction would be repurposed with one lane in each direction being converted to a bike lane and the addition of striped medians to allow for safe left turns.

Council Member DoVinh asked if the project could be modified to reduce the proposed distance of lane repurposing on West Street to which staff confirmed is not feasible as grant funding was awarded based on the scope of work as originally submitted. Moreover, Council Member DoVinh noted that the addition of medians which allows for safe left turns offsets the impacts of lane repurposing. Lastly, he suggested that a few signs highlighting the Re:Imagine Garden Grove initiative be posted along the fifteen miles of the Bicycle Corridor Improvement project.

Council Member O'Neill expressed concern with the proposed lane repurposing on West Street and the potential impacts to traffic flow at peak travel times. He also asked for confirmation that the project segment on Brookhurst Street from Orangewood to Katella would not be losing lanes or parking to which staff confirmed traffic lanes and parking would not be impacted.

Council Member Klopfenstein noted that residents on West Street welcome this project as it will not only improve bicyclist safety, but also resident safety in navigating traffic while entering and leaving their homes.

Council Member Tran inquired about the project segment on Brookhurst Street from Garden Grove Boulevard to Trask Avenue and whether any traffic lanes would be impacted to which staff confirmed that there would be no loss of traffic lanes, only improvements to existing bicycle lanes and addition of a bicycle lane where there is a gap.

Council Member Brietigam reiterated his concern with lane repurposing proposed in this project and cautioned on the potential repercussions of these changes.

Council Member Nguyen noted that bicycle lanes already exist in the northern segment of West Street located in City of Anaheim jurisdiction, therefore this project creates a continuity of safe bicycle lanes on West Street through Garden Grove. She urged open mindedness as there is a need for dedicated safe bicycle lanes for residents that desire and need alternative modes of travel.

Mayor Jones thanked Council Members for the support for this project noting the importance of bicycle and pedestrian connectivity as an element that makes a city desirable. He thanked staff and all involved in this project for their hard work.

With no further comments it was moved by Mayor Jones, seconded by Council Member DoVinh that:

A contract be awarded to WGJ Enterprises, Inc. dba PCI, in the amount of \$1,272,469.55 for the Bicycle Corridor Improvement Project (BCIP); and

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

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

Ayes: (6) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Jones
Noes: (1) Brietigam

AWARD A CONTRACT TO LEED ELECTRIC, INC. FOR CONSTRUCTION OF PROJECT NO. CP1268010 - TRASK & WESTHAVEN RESERVOIR/BPS SCADA IMPROVEMENTS

Following staff introduction and City Council discussion, it was moved by Mayor Pro Tem Brietigam, seconded by Council Member Klopfenstein that:

A contract in the amount of \$1,455,100 be awarded to LEED Electrics, Inc. for the construction of Project No. CP1268010 – Trask and Westhaven Reservoir/BPS Improvements Project; and

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

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

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

AWARD A CONTRACT TO RJ NOBLE COMPANY FOR CONSTRUCTION OF THE
ARTERIAL STREETS REHABILITATION PROJECT 2023, CITY PROJECT NO. CP-
1356000

Following staff introduction and City Council discussion, it was moved by Council Member DoVinh, seconded by Council Member Klopfenstein that:

A contract be awarded to RJ Noble Company, in the amount of \$6,985,336.50 for Arterial Streets Rehabilitation Project 2023, City Project No. CP-1356000, for the following street segments:

Trask Avenue from Benton Street to Euclid Street; Haster Street from Lampson Avenue to Chapman Avenue; Garden Grove Boulevard from Gilbert Street to Brookhurst Street; Springdale Street from Lampson Avenue to Chapman Avenue; West Street from Lampson Avenue to Chapman Avenue; Lampson Avenue from Euclid Street to West Street; and Buaro Street from Harbor Boulevard to Lampson Avenue; and

The City Manager be authorized to execute the contract with RJ Noble Company, 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

SECOND READING OF ORDINANCE NO. 2942

Following the reading of the ordinance, it was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

Ordinance No. 2942 entitled: An Ordinance of the City Council of the City of Garden Grove establishing the amount of money for Paramedic Services that must be raised by an Ad Valorem Tax Override and the setting of the tax rate of said override, 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

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

WATER RATE STUDY UPDATE AS REQUESTED BY CITY MANAGER KIM

Following an introduction by Samuel Kim, Water Services Manager, Art Griffin with FG Solutions provided a PowerPoint Presentation outlining the water rate study need, description of water system facilities, recap of completed water projects, current issues: PFAS affected sites and regulations, drought/water conservation, and ongoing capital improvements. The presentation also included a Draft Five-Year Financial Plan that covers projected revenues and expenses and current and future costs. City Council study sessions to present the Preliminary Rate and Draft Rate Schedule will be scheduled for the months of July and August.

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

Council Member Brietigam wished everyone a happy and safe Fourth of July holiday. He shared that Los Alamitos Reserve Center is hosting their Fourth of July celebration on July 3rd. He also announced that he has partnered with the Chamber of Commerce to conduct a small business forum at the West Grove Park Community Center on July 18, 2023 at 5:00 p.m. These events will be hosted in each District throughout the City.

Council Member O'Neill wished everyone a safe and sane Fourth of July holiday and reminded the public on the importance of pool safety. He shared that he attended the recent graduation of Academy 57 at Orange County Fire Authority. Additionally he also shared that he attended the grand opening of S365 Veggie Vietnamese and Korean Food Restaurant and encouraged the public visit.

Council Member Tran shared that she has asked City staff to develop a plan that allows community members to donate or sponsor park repairs or improvements. She attended the ribbon cutting of the new field at Santiago High School. She also thanked staff for the Concert in the Park events and encouraged the community to attend. On the subject of homelessness, Council Member Tran shared that she has been active in understanding the situation in Garden Grove and recently attended the Anaheim Affordable Housing Open House event. This facility not only provides shelter, but offers a full support service center with medical and mental health access and a school for young children. She expressed enthusiasm that Garden Grove could develop a similar facility in the future. Council Member Tran shared that she has been working with the Chamber of Commerce and educating business owners on available resources. She also shared that she worked with a local non-profit and awarded \$500 scholarships to Garden Grove students. Lastly, Council Member Tran suggested a Christmas light decorating contest similar to the GEMS Home Beautification contest.

Council Member DoVinh expressed concern on the water rate increases and urged staff to seek grants and funding to mitigate impacts of the scheduled increases. He highlighted the importance of the items approved earlier in the meeting like the

Flock System that will help the Police Department solve crimes and is a system that moves Garden Grove towards the concept of a smart city. As a steward of City resources he urged city staff to continue to deliver timely and attentive services. Lastly, he urged members of the public to report any issues throughout the city to their respective District Council Member.

Council Member Klopfenstein congratulated the GEMS winner and runner-ups. She also invited the community to attend the next Concert in the Park event to take place on Main Street. She shared that at the previous Concert in the Park event, the Garden Grove Community Foundation was presented with the Non-Profit of the Year Award by Assemblyman Tri Ta. She commended the Garden Grove Community Foundation for all their contributions to the community. Lastly, she wished everyone a happy Fourth of July and reminded the public to secure their pets to keep them safe.

Council Member Nguyen thanked Board President of the Garden Grove Unified School District Walter Muneton for inviting her to the ribbon cutting of their new athletics facilities. She commended CalOptima Health for their partnership in street medicine and conversion of a motel to compliment the Be Well OC program and Central Cities Navigation Center. Council Member Nguyen also announced that Senator Tom Umberg notified her that Garden Grove will be the recipient of four million dollars to support the operation and transportation needs of the Central Cities Navigation Center during its first year of operation. She thanked Assistant City Manager Maria Stipe, City Manager Lisa Kim and staff for their hard work.

City Manager Kim welcomed the news of the four-million dollar allocation to the City of Garden Grove for the Central Cities Navigation Center.

City Attorney Sandoval announced that City Council would be convening for closed session related to real property negotiations for subject property located at 12966 Euclid, Garden Grove.

RECESS

At 7:44 p.m., Mayor Jones recessed the meeting and convened Closed Session to discuss:

Conference with Real Property Negotiators

Pursuant to Government Code Section 54956.8

Property: 12966 Euclid Street, Garden Grove

City Negotiator: Lisa Kim, City Manager

Negotiating Parties: Peter Wells and Anthony DeLorenzo, CBRE

Under Negotiation: To obtain direction regarding the price and terms of payment for acquisition of the property

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

CONVENE CLOSED SESSION

At 7:45 p.m., Mayor Jones convened closed session in the Founders Room with all Council Members present.

ADJOURN CLOSED SESSION

At 8:00 p.m., Mayor Jones adjourned closed session.

RECONVENE MEETING

At 8:01 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

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

Mayor Jones announced that he would be closing the meeting in memory of Baby Nolan Wren, beloved newborn son of Garden Grove Police Officer Danielle Wren and her husband Christopher Wren.

ADJOURNMENT

At 8:02 p.m., Mayor Jones adjourned the Regular meeting in memory of Baby Nolan Wren. The next Regular City Council Meeting will be held on Tuesday, July 11, 2023, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Lizabeth Vasquez
Deputy City Clerk

caused by chemicals used in industrial and consumer products since the 1950's that include coatings for textiles, paper products and cookware, some firefighting foams and from aerospace and aviation industries including military installations nationwide. The Environmental Protection Agency's position with PFAS is that exposure to these compounds over certain levels may result in adverse health effects. The City has partnered with the Orange County Water District to construct water treatment facilities equipped with Ion Exchange systems to remove contaminants to comply with regulatory limits.

The State of California established notification and response levels in 2018, and in 2026 the proposed Federal Maximum Contaminant Level will take effect. Under the 2018 response level, PFAS treatment is required at five well sites. Four PFAS treatment facilities are currently operating and a fifth treatment facility is under construction. Under the 2026 Federal mandates, PFAS treatment is required at five additional well sites.

Existing PFAS affected Well Sites are: Lampson Wells #23, 28, 31 – operational July 1, 2023; Well #21 – operational November 2021; Well #30 – operational July 26, 2022; Well #29 – operational April 12, 2023; Well #19 under construction, anticipated to be operational in 2024. PFAS equipment has been installed at the Westhaven Reservoir. Capital cost of PFAS treatment is \$26.7 million with \$288.25 million cost of PFAS treatment in the OCWD service area. OCWD service area includes North Orange County, extending south through Irvine and into Lake Forest.

A Replenishment Assessment is a charge the City pays to OCWD for each acre-foot of pumped groundwater that funds OCWD operations throughout the service area. Garden Grove's wells required 9.26 percent of OCWD's PFAS capital spending. Future Replenishment Assessment increases would be recovered through the City's pass-through charge that is considered on an annual basis by the City Council.

In 2020, the City, OCWD and other agencies jointly sued manufacturers of PFAS, i.e., DuPont and 3M, in order to recover damages. Recovery will be distributed proportionally to each agency's damages. In 2023, DuPont and 3M proposed a class-action settlement which will required a lengthy court approval process. Any settlement proceeds will be used to mitigate ongoing water treatment costs.

Projected Water System Expenses total \$53,609,191 in Fiscal Year 2023/24; \$50,609,426 for Fiscal Year 2024/25; \$49,498,306 for Fiscal Year 2025/26; \$54,944,818 for Fiscal Year 2026/27; and \$53,960,431 for Fiscal Year 2027/28. Comparison of expenses and revenues with existing rates illustrate that the rates will not be enough to cover expenses and maintain system reserves. Proposed rates would be sufficient to fund system expenses, replacement, and capital improvements.

The current rate structure consists of: Commodity Delivery Charge; bi-monthly minimum service charge; bi-monthly capital improvement charge; and fire service rates. There are two discount programs: Senior Care and Low Water Use.

The proposed commodity delivery charges for Tier 1 are: \$3.34 per unit in 2024; \$3.53 per unit in 2025; \$3.75 per unit in 2026; \$3.97 per unit in 2027; and \$4.21 per unit in 2028. Proposed charges for Tier 2 are: \$5.29 per unit in 2024; \$5.37 per unit in 2025; \$5.46 per unit in 2026; \$5.59 per unit in 2027; and \$5.70 per unit in 2028. An example of a bi-monthly residential water bill would be increased by 3.3 percent in 2024; 5.2 percent in 2025; 5.6 percent in 2026; 5.4 percent in 2027; and 5.2 percent in 2028.

ADJOURN STUDY SESSION

At 6:29 p.m., Mayor Jones adjourned the study session.

CONVENE REGULAR MEETING

At 6:35 p.m., Mayor Jones convened the meeting in the Council Chamber with Council Members Brietigam, Tran, DoVinh, Klopfenstein, and Nguyen present.

INVOCATION

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

RECESS

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

RECONVENE

At 6:41 p.m., Mayor Jones reconvened the meeting in the Council Chamber with Council Members Brietigam, Tran, DoVinh, Klopfenstein, and Nguyen present.

UPDATE FROM THE ORANGE COUNTY WATER DISTRICT AS PRESENTED BY DIVISION 1 DIRECTOR DINA L. NGUYEN (F: 112.6)

Director Nguyen thanked the City Council for providing the opportunity to give an update from the Orange County Water District (OCWD) and introduced Jason S. Dudakis, Executive Director of Water Quality and Technical Resources with OCWD. Mr. Dudakis provided a PowerPoint presentation with an overview of the history and services provided by OCWD that includes ten Board Members, and serves 2.5 million people in 19 cities and retail water districts.

ORAL COMMUNICATIONS

Speakers: Garden Grove Police Chief Amir El Farra and OCFA Division Chief Craig Covey provided a follow-up from the July 4th Holiday Public Safety incidents; Other Speakers were: Daniel, Nicholas Dibs, Nicole Jaimes, Ana Parker, Rubi Garcia, Leland Sisk.

RECESS

At 7:13 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:18 p.m., Mayor Jones reconvened the meeting in the Council Chamber with Council Members Brietigam, Tran, DoVinh, Klopfenstein, and Nguyen present.

ACCEPTANCE OF PROJECT NO. 2163101280-2 GARDEN GROVE PARK IMPROVEMENTS PHASE 2 LOCATED AT 9301 WESTMINSTER BOULEVARD, GARDEN GROVE, AS COMPLETE (F: 55-Western State Builders, Inc.) (XR: 73.5)

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

Project No. 2163101280-2 Garden Grove Park Improvements Phase 2 located at 9301 Westminster Boulevard, Garden Grove, be accepted as complete;

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

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

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

Ayes:	(6)	Tran, DoVinh, Klopfenstein, Nguyen, Brietigam, Jones
Noes:	(0)	None
Absent:	(1)	O'Neill

AUTHORIZE ISSUANCE OF A PURCHASE ORDER TO EBERHARD EQUIPMENT FOR ONE (1) NEW KUBOTA LOADER TRACTOR

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

The Finance Director be authorized to issue a purchase order in the amount of \$78,344.26 to Eberhard Equipment for the purchase of one (1) new loader tractor.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR TWO (2) NEW TRUCKS FOR THE CUSTODIAL SECTION IN THE PUBLIC WORKS DEPARTMENT

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

The Finance Director be authorized to issue a purchase order for \$81,836.74 to National Auto Fleet Group for the purchase of two (2) new vehicles.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

AUTHORIZE ISSUANCE OF PURCHASE ORDERS TO SIMPSON CHEVROLET, DELILLO CHEVROLET AND SELMAN CHEVROLET FOR AUTO PARTS

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

The Finance Director be authorized to issue three (3) separate purchase orders for Chevrolet auto parts to Simpson Chevrolet, Selman Chevrolet, and DeLillo Chevrolet, with a combined amount not to exceed \$150,000 per year for five (5) years.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO PB LOADER CORP. FOR ONE (1) NEW ASPHALT PATCH TRUCK

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

The Finance Director be authorized to issue a purchase order in the amount of \$238,051.76 to PB Loader Corp. for the purchase of one (1) new Asphalt Patch Truck.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

APPROVAL OF AMENDMENT NO. 4 TO THE AGREEMENT WITH STRAY CAT ALLIANCE FOR THE STRAY CAT RETURN TO FIELD PROGRAM (F: 55-Stray Cat Alliance)

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

Amendment No. 4 to the agreement with Stray Cat Alliance to extend the contract through June 30, 2024, in an amount not-to-exceed \$70,000, be approved; and

The City Manager be authorized to sign Amendment No. 4, and to make minor modifications as appropriate on behalf of the City.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

APPROVAL OF AMENDMENT NO. 2 OF THE AGREEMENT WITH WEST COAST ARBORISTS, INC. TO PROVIDE TREE SERVICES (F: 55-West Coast Arborists, Inc.)

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

Amendment No. 2 with West Coast Arborist, Inc. for tree maintenance services, to increase the contract by \$70,000 for Fiscal Year 2023-2024, be approved; and

The City Manager be authorized to execute Amendment No. 2 and make minor modifications as appropriate.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

APPROVAL OF A COOPERATIVE AGREEMENT WITH THE ORANGE COUNTY
TRANSPORTATION AUTHORITY FOR IMPLEMENTING A COUNTYWIDE SIGNAL
SYNCHRONIZATION BASELINE PROJECT (F: 55-Orange County Transportation
Authority/C-3-2416)

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

Cooperative Agreement No. C-3-2416 with the Orange County Transportation
Authority for the Countywide Signal Synchronization Baseline Project, be approved;
and

The City Manager be authorized to execute the Cooperative Agreement.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

APPROVAL OF A NEW LEASE AGREEMENT FOR THE GARDEN GROVE REGIONAL
LIBRARY – MAIN LIBRARY BRANCH (F:55-County of Orange/GG 26-L-B-R1)

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

Lease Agreement – GG 26-L-B-R1 with the County of Orange for continued use of
the City-owned library facility, be approved; and

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

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

ADOPTION OF A RESOLUTION DECLARING ASSESSOR PARCEL NUMBER 133-291-03, GARDEN GROVE, EXEMPT SURPLUS LAND (F: 89.1A)

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

Resolution No. 9815-23 entitled: A Resolution of the City Council of the City of Garden Grove, California, declaring certain real property located at 9252 Lampson Avenue, Garden Grove, California, APN 133-291-03, as exempt surplus land, be adopted; and

The City Manager, or her designee, be authorized to submit the Resolution to the California Department of Housing and Community Development for their review and approval, on behalf of the City.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

ADOPTION OF A RESOLUTION DECLARING REAL PROPERTY LOCATED AT 12281 W. GARDEN GROVE BOULEVARD, ASSESSOR PARCEL NUMBER 231-422-13, GARDEN GROVE AS EXEMPT SURPLUS LAND (F: 89.1A)

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

Resolution No. 9816-23 entitled: A Resolution of the City Council of the City of Garden Grove, California, declaring certain real property located on 12281 W. Garden Grove Boulevard, Garden Grove, California, APN 231-422-13, as exempt surplus land, be adopted.

The City Manager, or her designee, be authorized to submit the Resolution to the California Department of Housing and Community Development for their review and approval, on behalf of the City.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

ADOPTION OF A RESOLUTION APPROVING THE UPDATED EMPLOYEE SALARY
SCHEDULE EFFECTIVE JULY 8, 2023 (F: 78.1)

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

Resolution No. 9817-23 entitled: A Resolution of the City Council of the City of Garden Grove, California, approving an amendment to the publicly available city-wide salary and pay schedule effective July 8, 2023, as required by CalPers for Fiscal Year 2023-2024, be adopted.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

APPROVAL OF THE RECOMMENDED SALARY ALLOCATION CHANGES RESULTING
FROM THE 2023 COMPREHENSIVE EQUITY STUDY AND ADOPTION OF
RESOLUTIONS APPROVING THE AMENDED EMPLOYEE SALARY SCHEDULE (F: 78.1)

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

Resolution No. 9819-23 entitled: A Resolution of the City Council of the City of Garden Grove, amending the Memoranda of Understanding on salaries, wages, and fringe benefits for the Term 2022-2025, as amended, by and between the Orange County Employee's Association, Garden Grove Chapter and Garden Grove Employee's League and the City of Garden Grove, be adopted;

Resolution No. 9820-23 entitled: A Resolution of the City Council of the City of Garden Grove, amending Resolution No. 9751-22 establishing salaries and compensation, fringe benefits and exempting Middle Management Classifications from Municipal Code Section 2.44.390 and overtime, be adopted; and

Resolution No. 9821-23 entitled: A Resolution of the City Council of the City of Garden Grove, California, approving an amendment to the publicly

available city-wide salary and pay schedule effective August 5, 2023, as required by CalPers for Fiscal Year 2023-2024, be adopted.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JUNE 13, 2023
(F: Vault)

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

The minutes from the meeting held on June 13, 2023, be received and filed.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

WARRANTS

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

Demands covered by Wire numbers 00001605 through 00001626, EFT numbers 00037112 through 00037141, and check numbers 00687064 through 00687170 inclusive as listed 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 00001627 through 00001648, EFT numbers 00037142 through 00037164, and check numbers 00687171 through 00687252 inclusive 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 00037165 through 00038213, and check numbers 00687253 through 00687453 inclusive as listed 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 00038214 through 00038231, and check numbers 00687454 through 00687531 inclusive as listed 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 00038232 through 00038273, and check numbers 00687532 through 00687712 inclusive as listed 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 00038274 through 00038314, and check numbers 00687713 through 00687795 inclusive as listed and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

PUBLIC HEARING – ADOPTION OF A RESOLUTION AMENDING CERTAIN USER FEES
(F: 60.2A)

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

Speaker: Nicholas Dibs

There being no further testimony, Mayor Jones closed the public hearing.

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

Resolution No. 9818-23 entitled: A Resolution of the City Council of the City of Garden Grove, California, amending User Fees for various city services, be adopted.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

APPOINTMENTS TO THE PARKS, RECREATION AND ARTS COMMISSION TO FILL TWO VACANCIES (F: 122.10A)

This matter was continued to the next meeting.

APPOINTMENT OF A CITY COUNCIL MEMBER TO THE ORANGE COUNTY SANITATION DISTRICT (F: 122.1)

This matter was continued to the next meeting.

APPROVAL TO PARTICIPATE IN THE 2023-2024 CANNABIS TAX FUND GRANT PROGRAM (F: 82.15)

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

Participation in the Cannabis Tax Fund Grant Program (CTFGP), be authorized;

The Office of Traffic Safety Grant Funds in the Amount of \$250,000, be accepted;

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

The grant monies be allocated to fund Selective DUI Enforcement Operations.

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

Ayes:	(6)	Tran, DoVinh, Klopfenstein, Nguyen, Brietigam, Jones
Noes:	(0)	None
Absent:	(1)	O'Neill

AWARD A CONTRACT TO ALL CITY MANAGEMENT SERVICES, INC., FOR RFP NO. S-1312 - CROSSING GUARD SERVICES (F: 55-All City Management Services, Inc.)

Following staff introduction and City Council discussion, it was moved by Mayor Pro Tem Brietigam, seconded by Council Member Klopfenstein that:

A contract be awarded to All City Management Services, Inc., in an amount not to exceed \$302,076, for crossing guard services through June 30, 2024, with an option to extend for an additional four (4) years;

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

The City Manager be authorized to execute future amendments to the contract, including exercising options years, contingent upon funding availability.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

APPROVAL OF THE SECOND AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF ORANGE TO PROVIDE FORENSIC SERVICES (F: 55-County of Orange Sheriff Coroner)

Following staff introduction and City Council discussion, it was moved by Mayor Pro Tem Brietigam, seconded by Council Member Klopfenstein that:

The Second Amendment to the Agreement with the County of Orange to provide forensic services to the Police Department in the amount of \$640,743 for FY 2023-24, be approved;

The Mayor be authorized to execute the agreement on behalf of the City and make minor modifications as appropriate; and

The City Manager, or her designee, be authorized to execute future amendments for the remainder terms of the original five-year agreement, through June 30, 2026.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

AUTHORIZE ISSUANCE OF PURCHASE ORDERS TO AUTONATION FORD TUSTIN, VILLA FORD AND HUNTINGTON BEACH FORD FOR AUTOMOTIVE PARTS

Following staff introduction and City Council discussion, it was moved by Mayor Pro Tem Brietigam, seconded by Council Member Nguyen that:

The Finance Director be authorized to issue three (3) purchase orders for Ford auto parts to AutoNation Ford Tustin, Villa Ford, and Huntington Beach Ford for a collective amount not to exceed \$250,000 per year for five (5) years.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

AUTHORIZE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP
FOR ONE (1) NEW PUBLIC WORKS CCTV VAN

Following staff introduction and City Council discussion, it was moved by Council Member DoVinh, seconded by Council Member Klopfenstein that:

The Finance Director be authorized to issue a purchase order in the amount of \$489,610.50 to National Auto Fleet Group for the purchase of one (1) new Public Works Department CCTV van.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

AUTHORIZE ISSUANCE OF A PURCHASE ORDER TO NIXON-ELGI EQUIPMENT CO.
FOR ONE (1) NEW ASPHALT PAVER

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

The Finance Director be authorized to issue a purchase order in the amount of \$596,312.35 to Nixon-Elgi Equipment Co. for the purchase of one (1) new asphalt paver.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

AUTHORIZE ISSUANCE OF A PURCHASE ORDER TO HAKKER EQUIPMENT CO. FOR
ONE (1) NEW VACTOR SEWER TRUCK

Following staff introduction and City Council discussion, it was moved by Mayor Pro Tem Brietigam, seconded by Council Member DoVinh that:

The Finance Director be authorized to issue a purchase order in the amount of \$638,015.58 to Hakker Equipment Co. for the purchase of one (1) new Vactor sewer cleaning truck.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

AUTHORIZE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR SEVEN (7) NEW PUBLIC WORKS DEPARTMENT UTILITY TRUCKS

Following staff introduction and City Council discussion, it was moved by Council Member DoVinh, seconded by Mayor Pro Tem Brietigam that:

The Finance Director be authorized to issue a purchase order in the amount of \$664,766.26 to National Auto Fleet Group for the purchase of seven (7) new Public Works Department utility body trucks.

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

AWARD A CONTRACT TO PARKWOOD LANDSCAPE MAINTENANCE, INC. FOR LANDSCAPE MAINTENANCE SERVICES (F: 55-Parkwood Landscape Maintenance, Inc.)

Following staff introduction and City Council discussion, it was moved by Mayor Pro Tem Brietigam, seconded by Council Member DoVinh that:

The landscape maintenance contract, RFP No. S-1304, be awarded to Parkwood Landscape Maintenance, Inc., in the amount of \$950,753.93 for a period of four (4) years and eleven (11) months executed one year at a time; and

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

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

AWARD A CONTRACT TO CEM CONSTRUCTION CORPORATION FOR THE
CONSTRUCTION OF THE ANABEL-WOODBURY WATER IMPROVEMENT PROJECT NO.
CP1287000 (F: 112.PROJ.CP1287000)

Following Staff introduction and City Council discussion, it was moved by Mayor Pro Tem Brietigam, seconded by Council Member Nguyen that:

A contract be awarded to CEM Construction Corporation for \$2,097,545 for the construction of Project No. CP1287000, Anabel - Woodbury Water Improvement Project; and

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

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

Ayes: (6) Tran, DoVinh, Klopfenstein, Nguyen, Brietigam,
Jones
Noes: (0) None
Absent: (1) O'Neill

REPORT FOR BE WELL OC MOBILE RESPONSE TEAM PROGRAM AND APPROVAL OF
FISCAL YEAR 2023-24 THROUGH 2027-28 AGREEMENT WITH BE WELL OC (MIND
OC) (F: 55-Be Well OC)

City Manager Kim introduced Be Well OC/Mind OC CEO Marshall Moncrief who provided a brief PowerPoint presentation on the services and the statistics gathered by Be Well OC in collaboration with the Garden Grove Police Department.

Following City Council discussion, it was moved by Mayor Jones, seconded by Council Member Nguyen that:

An Agreement with Be Well OC, in the not to exceed amount of One Million One Hundred Thousand Dollars (\$1.1 million) per year for the first two years, for a total compensation for option years three, four, and five with options for 18-hour operations or 12- hour operations, be approved;

That 18-hour operations option year three in the amount of One Million One Hundred Thousand Dollars (\$1.1 million), plus Consumer Price Index (CPI) be approved;

That year four in the not to exceed amount of the approved year three budget, plus CPI, be approved;

That year five not to exceed amount of approved year four budget, plus CPI, be approved;

That 12-hour operations option year three in the not to exceed amount of Seven Hundred and Seventy Five Thousand Dollars (\$775,000), plus CPI, be approved;

That year four not to exceed amount approved year three budget, plus CPI; year five not to exceed amount of approved year four budget, plus CPI be approved; and

The City Manager be authorized to sign the Agreement and option year agreements on behalf of the City Council, and make minor modifications as appropriate.

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

Ayes:	(6)	Tran, DoVinh, Klopfenstein, Nguyen, Brietigam, Jones
Noes:	(0)	None
Absent:	(1)	O'Neill

RECESS

At 8:17 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 8:24 p.m., Mayor Jones reconvened the meeting in the Council Chamber with Council Members Brietigam, Tran, DoVinh, Klopfenstein, and Nguyen present.

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

UPDATE ON THE CIVIC CENTER REVITALIZATION PROJECT AS REQUESTED BY CITY MANAGER KIM (F: 55-Project Finance Advisory)

Interim Economic Development Director, Craig Beck introduced Ms. Caroline Judy, consultant with Project Finance Advisory Limited (PFAL), and he provided a Powerpoint presentation illustrating a continuation of past efforts starting with the Re:imagine campaign in 2014, the Downtown Parking Plan in 2017, the passing of Measure O in 2018, along with the Active Streets Master Plan in 2018, the Safe Routes to School in 2019 with the Parks and Recreation Master Plan, the Active Downtown and Urban Forest Management Plan in 2020, and culminating in the Dewberry Police Infrastructure Needs Assessment Report.

The PFAL Consultant team includes HOK Group for the architecture and design concepts, the Altus Group for technical specifications, HR&A for park specifications, and DHARAM Consulting for cost estimating. A recap of Phase 1 of the project reviewed the architectural design concepts and physical layout. Phase 2 includes the initiation of CEQA, refining the evaluation criteria, finalize the funding plan, marketing the project to potential developers and receiving feedback, preparing the request for proposals, community engagement and multiple outreach methods including social media, booths with information and requests for feedback at City events.

Components of the RFQ include: Response Instructions, Project Specifications, Program Requirements, Adjacencies Chart, Room Data Sheets, Exclusive Negotiation Agreement, and Draft Development Agreement. The RFQ timeline is: Release of the RFQ – July 31, 2023, Mandatory Pre-bid meeting – August 7, 2023, Deadline to submit questions – August 9, 2023, Responses to questions – August 16, 2023, and Developers Responses Due – August 23, 2023. The Exclusive Negotiation Agreement is targeted to be brought before the City Council in September 2023. The target for the project to be brought before the City Council is April 2024.

PARKS MASTER PLAN UPDATED AS REQUESTED BY CITY MANAGER KIM (F: 87.1)

Community Services Director, John Montanez, provided a PowerPoint presentation illustrating the goals established by the Parks Master Plan to create a framework for implementing improvements. There are 15 City owned parks and four joint open spaces for recreation use for a total of 124 acres; there are also nine community facilities and three swimming pools. In 2018/2019 the City conducted two community meetings and a web based survey in multiple languages resulting in 978 responses. Survey results primarily were in favor of park improvements and enhancements.

The City's Five Year Capital Improvement Plans include: improvements to the Gary Hall and Magnolia Park Pools, Magnolia Park and Garden Grove Park upgrades. Prop 68 grant funds of \$6 million are slated for: Woodbury Park expansion and renovations; Community Meeting Center bridge, ADA improvements and light pole replacements; and Atlantis Play Center Splash Pad irrigation systems. Improvements are also slated for the Eastgate Park and Magnolia Park Buildings. District 46 grant funds will provide funding to improve the Haster Basin, West Haven and Jardin de los Ninos parks. Additional playground planned improvements include Pioneer Park, Faylane Park, Westgrove Park, Gutosky Park, Village Green Park, and Shelley Kensington. Recent park improvements include: A \$1.5 million renovation to Garden Grove Park's picnic pavilion, picnic shelters and installation of ADA playground accessibility.

Council Member Klopfenstein expressed her appreciation for the improvements to the parks noting the value to the community and quality of life these improvements provide. She commented that she would like to see a strawberry themed playground for the Village Green improvements.

Council Member Nguyen expressed gratitude for both U.S. Congressman Lou Correa and California Senator Tom Umberg for their role in assisting with grant opportunities and funding for the parks improvements, and she expressed excitement for the improvements being done to Woodbury Park.

Council Member DoVinh stated he would like to see public art installed at parks, and to use Be Well and other services to mitigate homelessness. He would also like to acquire more parks in the future.

Council Member Tran thanked Director Montanez for spending time with her and explaining the reasons behind the need for spending the money on deferred park improvements.

Mayor Pro Tem Brietigam noted he has been asked multiple times in several different districts about Pickle Ball Courts, and suggested consideration in the future for Pickle Ball Courts.

Director Montanez responded that staff has identified the Chapman Sports Complex for a future Pickle Ball court.

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

Mayor Pro Tem Brietigam encouraged staff to think about establishing events designed around special needs children; e.g., the annual Easter Egg Hunt with alternate scheduling designed with special needs in mind.

Council Member Tran thanked staff for reviewing the PFAS issues and the tour of the Sanitary District, which helps her have a better understanding and appreciation. She also thanked the Public Works staff for their fast response in filling a pothole and in locating a water leak she reported on behalf of residents in District 3. She thanked the City Manager, Assistant City Manager, and Community Services Director in providing her with a list of needed improvements to the Atlantis Play Center, and information on obtaining donations to celebrate the Center's upcoming 60th anniversary. She encouraged anyone interested in donating funds for improvements to the Atlantis Play Center to contact the City Manager's Office. She congratulated the latest members to the Garden Grove Chamber of Commerce, and encouraged collaborative efforts between the City and the Chamber to encourage small business growth and success. She thanked the resident who spoke tonight regarding the homelessness issues in his neighborhood; and she expressed her gratitude to Police Chief El Farra for his leadership with addressing the issues affecting the businesses and residents. She praised Assistant City Manager Maria Stipe for providing information to her on the details and costs of the vehicles and equipment for the City's work crews listed on tonight's agenda.

Council Member DoVinh thanked Public Works Director Bill Murray and his staff for providing a tour of the facilities. He thanked the consultant who provided the information on the water rate study during the study session conducted earlier. He noted that PFAS is impacting all water distribution facilities in California, and the necessity for partnering with other cities and water agencies in litigation in an attempt to recover costs of remediation and improvements to water infrastructure systems. He thanked the Orange County Water District Board Director Nguyen and Jason S. Dudakis, Executive Director of Water Quality and Technical Resources on their presentation earlier in the meeting. He thanked City Manager Kim for her work on bringing Harbinger EV to Garden Grove, and he is looking forward to touring the facility, and he would like to spotlight the company at a council meeting. He expressed his enthusiasm for spotlights at meetings and suggested recognizing new hires.

Council Member Klopfenstein reminded everyone to be aware of mosquitoes and to dump and drain any standing water on their property. She noted a slight increase of typhus caused by fleas reported in Garden Grove, and encouraged residents to have their pets on flea and tick medication. Residents can contact OC Vector Control for scheduling a property inspection to help with a property management plan to address vectors.

Council Member Nguyen reported on her attendance to the 40th Annual NALEO Conference held in New York City. Workshops she attended included topics on heat, drought, blockchain technology, electrification and growing alternative needs, and housing. She noted that when she was newly elected as a council member, she toured Public Works, which was informative and educational. She encouraged her colleagues on the council to tour Public Works, apologizing in advance to Public Works Director Bill Murray noting the commitment of time it takes to coordinate tours. She commented that by learning more about Public Works was helpful when considering items that come before the council.

City Manager Kim thanked the Mayor and City Council for their support of City staff. She noted that with over \$100 million in capital projects, the items approved tonight facilitate the work needed to make necessary infrastructure improvements. On August 8, 2023, prior to the start of the City Council meeting, there will be a reception for newly hired Community Development Director, Niki Wetzel. She noted that information on the Be Well program will continue to be shared with the public.

Mayor Jones announced that he would close the meeting in memory of Katie McBride, who just recently passed away. Mrs. McBride was born in the historical and very small town of Ninety Six in South Carolina in 1933, and moved to Garden Grove in 1960 where she and her husband raised their family. He expressed condolences on behalf of the City Council to the McBride Family.

ADJOURNMENT

At 9:10 p.m., Mayor Jones adjourned the meeting in memory of Katie McBride. The next Regular City Council Meeting will be held on Tuesday, August 8, 2023, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
City Clerk

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, August 8, 2023

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

CONVENE MEETING

At 6:35 p.m., Mayor Jones convened the meeting in the Council Chamber.

ROLL CALL PRESENT: (7) Council Members O'Neill, Tran, DoVinh,
Klopfenstein, Nguyen, Mayor Pro Tem
Brietigam, Mayor Jones

ABSENT: (0) None

INVOCATION

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

COMMUNITY SPOTLIGHT IN RECOGNITION OF SERENA DOAN TRANG NGUYEN, CEO
OF DTN.TECH FOR BEING SELECTED BY THE U.S. SMALL BUSINESS
ADMINISTRATION'S ORANGE COUNTY/INLAND EMPIRE DISTRICT OFFICE AS THE
2023 SMALL BUSINESS WEEK DISTRICT'S WOMAN OWNED BUSINESS

DROWNING PREVENTION PRESENTATION FROM ORANGE COUNTY FIRE AUTHORITY
DIVISION CHIEF COVEY (F: 61.1A)

ORAL COMMUNICATIONS

Speakers: Rubi Garcia, Maryam Dallawar, Cecilia Frankenfeld, Leeza Bondarchuk,
Lexi Hernandez, Youssef Kaddeche, Alejandra Sobrera, Kyler Chin, Ayn
Craciun, Tomas Castro, Manuel Pineda, Nicholas Dibs.

Written Communications: Maryam Dallawar, Tristan Miller, Linda Kraemer

RECESS

At 7:25 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:32 p.m., Mayor Jones reconvened the meeting with all Council Members present.

CONSIDERATION AND APPROVAL TO SUBMIT A RESPONSE TO THE GRAND JURY REPORT, "WELCOME TO THE NEIGHBORHOOD" ARE CITIES RESPONSIBLY MANAGING THE INTEGRATION OF GROUP HOMES? (F: 23.1)

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

The response letter be approved and submittal to the Orange County Grand Jury, 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

ACCEPTANCE OF CITY PROJECT NO. CP-1292000 FOR TRAFFIC SIGNAL INSTALLATION AND MODIFICATIONS AT VARIOUS LOCATIONS – FY 2021-22 AS COMPLETE (F: 100.PROJ.CP-1292000)

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

Project No. CP-1292000 Traffic Signal Installation and Modifications at Various Locations Fiscal Year 2021-22, be accepted as complete;

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

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

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

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

APPROVAL OF A COOPERATIVE AGREEMENT WITH THE CITY OF STANTON FOR THE FY 2023/24 CITYWIDE STREET RESURFACING PROJECT (F: 100.PROJ.CP1380000)

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

The Cooperative Agreement with the City of Stanton for the Fiscal Year 2023/24 Citywide Street Resurfacing Project (CP-1380000), be approved; and

The City Manager be authorized to execute the agreement, and make minor modifications as appropriate, 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 AN AGREEMENT WITH PERFORMA-LABS TO PROVIDE SUBSCRIPTION-BASED TRAINING COURSE SOFTWARE FOR THE POLICE DEPARTMENT (F: 55-Performa-Labs)

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

An agreement with Performa-Labs for subscription-based training courses in the amount of \$94,600 per year, be approved;

The City Manager be authorized to execute the agreement, and make minor modifications as appropriate thereto; and

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

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 THREE (3) YEAR CONTRACT TO W.M. CURBSIDE, LLC, FOR THE USED MOTOR OIL RECYCLING COLLECTION PROGRAM (F: 55-W.M. Curbside, LLC)

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

A contract for RFP No. S-1310 be awarded to W.M. Curbside, LLC, to administer the Used Motor Oil Recycling Collection Program, in the fixed amount of \$150,000 for the first three-year term, with an option to extend the contract for an additional three (3) years with each option year executed one (1) year at a time in the not-to-exceed amount of \$50,000; and

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

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

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

AUTHORIZE ISSUANCE OF PURCHASE ORDERS TO ECONOLITE CONTROL PRODUCTS AND JTB SUPPLY COMPANY, INC., FOR FISCAL YEAR 2023-24 TRAFFIC CONTROL OPERATIONS

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

Bidding be dispensed pursuant to Garden Grove Municipal Code 2.50.060(G);

The Finance Director be authorized to issue a purchase order to Econolite Control Products in the amount not to exceed \$75,000 to purchase Econolite controllers; and

The Finance Director be authorized to issue a purchase order to JTB Supply Company, Inc., in the amount not to exceed \$125,000 to purchase traffic control products.

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:

Demands covered by EFT numbers 00023936 through 00024580 and check numbers 00185390 through 00185417 inclusive as listed 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 00024581 through 00025231 and check numbers 00185418 through 00185450 inclusive as listed 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 00025232 through 00025887 and check numbers 00185451 through 00185476 inclusive as listed 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 00025888 through 00026551 and check numbers 00185477 through 00185497 inclusive as listed 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

APPOINTMENTS TO THE PARKS, RECREATION AND ARTS COMMISSION AND
TRAFFIC COMMISSION TO FILL VACANCIES (CONTINUED FROM THE JULY 25, 2023,
CITY COUNCIL MEETING.) (F: 122.10A)

Following the introduction to appoint to the Parks, Recreation and Arts Commission, it was moved by Council Member Nguyen, seconded by Council Member Klopfenstein that:

Ariana Arestegui be appointed to the Parks, Recreation and Arts Commission.

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 introduction to appoint to the Traffic Commission, it was moved by Mayor Pro Tem Brietigam, seconded by Council Member Tran that:

James Webb be appointed to the Traffic Commission.

Council Member Nguyen stated that she was not in support of the appointment; and Council Member DoVinh stated that he would abstain from voting.

The motion carried by a 5-1-1 vote as follows:

Ayes: (5) O'Neill, Tran, Klopfenstein, Brietigam, Jones
Noes: (1) Nguyen
Abstain: (1) DoVinh

APPOINTMENT OF A CITY COUNCIL MEMBER TO THE ORANGE COUNTY SANITATION DISTRICT (CONTINUED FROM THE JULY 25, 2023, CITY COUNCIL MEETING.)
(F: 122.1)

Following the introduction, it was moved by Council Member O'Neill, seconded by Council Member DoVinh that:

Council Member Klopfenstein be appointed to the Orange County Sanitation District to complete Mayor Jones' term.

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 THE APPROPRIATION OF ASSET FORFEITURE FUNDS FOR ALLOCATION TO THE FISCAL YEAR 2023-24 POLICE DEPARTMENT BUDGET
(F: 34.1.FY2023-24) (XR: 82.1)

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

Asset Forfeiture funds be appropriated in the amount of \$250,000, and those funds be allocated to the Fiscal Year 2023-24 Police Department budget.

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 A PURCHASE AND SALE AGREEMENT WITH LT PROPERTIES, LP FOR THE PURCHASE OF PROPERTY LOCATED AT 12966 EUCLID STREET
(F: 55-LT Properties, LP) (XR: 84.1)

Following staff introduction and City Council discussion with Mayor Pro Tem Brietigam expressing concern that a full report of the condition of the building was not provided, and that while he supports expanding the Civic Center and acquiring the property, he is concerned that without a full report of the condition, the costs for improvements are unknown.

Following staff's explanation that any due diligence issues would be brought back to the City Council, it was moved by Mayor Jones, and seconded by Council Member O'Neill that:

The acquisition of the property be exempt from CEQA pursuant to CEQA Guidelines 15301 and 15061(b)(3);

The Purchase and Sale Agreement with LT Properties, LP for the acquisition of 12966 Euclid Street by the City for an amount of \$12,189,000, plus related closing costs shall be appropriated for the acquisition of the property;

The City Manager be authorized to execute the Agreement on behalf of the City, and make minor modifications thereto as needed; and

Additional appropriation in the General Fund in the amount of \$12,189,000 plus related closing costs for the acquisition of the property, be approved.

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

Ayes: (6) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Jones
Noes: (1) Brietigam

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

Mayor Pro Tem Brietigam commented on the tremendous amount of work to overcome what he named an institutional failure demonstrated by the lengthy amount of time for the building permitting process. He gave kudos to the Building Division staff for resolving this issue for the community by shortening the permitting process by shortening the time for follow-up inspections to three days.

Council Member O'Neill, referencing Chief Covey's presentation on drowning prevention, encouraged residents with pools to fence-in their pools, get pool covers, and lock any rear door access to pool areas. He also encouraged residents to either check batteries on carbon monoxide and smoke detectors in their homes or to have them installed.

Council Member Tran stated she attended the ribbon cutting ceremony at Los Amigos High School for their newly installed Track and Field; and she and Council Member O'Neill also attended the ribbon cutting ceremony at Rancho Alamitos High School for their newly installed athletic facility. She also visited Thomas House Family Shelter and was pleased to be greeted with friendliness, and she noted the school packet that is provided to the kids who are staying at the temporary shelter. She commented on the Children's Expo with Senator Janet Nguyen and hosted by the Boys and Girls Clubs of Anaheim-Cypress along with volunteers and partner organizations that gave away 600 backpacks. She intends on donating backpacks to the Boys and Girls Clubs of Garden Grove and invited her colleagues to join her in this effort, noting that

Council Member Klopfenstein will be joining her in donating backpacks. She stated that she toured the Garden Grove Historical Society and was approached by the docents about using the La France Fire Engine in the Strawberry Festival parade. She praised the Garden Grove Police Department and the Orange County Fire Authority on the National Night Out event, and expressed her enthusiasm for the CPR training for kids at the event. Lastly, she noted that she was able to encourage two businesses in her district to become Chamber of Commerce Members: Lucky Seafood Supermarket with plans for their grand opening on Saturday, August 12, 2023; and the Uni Japanese Restaurant expecting to have a grand opening soon.

Council Member DoVinh praised Building Official, David Dent, for speeding up the building inspection program, and noted that several key staff members in the Building Division have left due to retirement and finding other jobs. He welcomed Community Development Director Niki Wetzel, and stated we will be counting on her to oversee many of the City's projects. He expressed he is in favor of internal promotions, as he does not want anyone to feel passed over. He also noted that at the last meeting, the City Council adopted Resolutions for increases to salaries. He noted that Mayor Pro Tem Brietigam was a guest on his show, and he encouraged donations for the Strawberry Zest Art piece facilitated by the Mayor Pro Tem soon to be installed. He stated that he will be having more guests appear on his show including Mr. Tam Nguyen with Be Well OC, which is another way to reach out to the community to make them aware of how Be Well OC is helping. He noted that Garden Grove Police Department Sergeant Jeff Brown and the Special Resource Team (SRT) has been very helpful to the community. He commented on the good feedback from the numerous businesses he patronizes on the effectiveness of the SRT. For non-emergency police services, he encouraged residents and businesses to call 714-741-5704. He gave a shout out to a new business coming to Garden Grove, La Pearl Dental, on Garden Grove Boulevard. La Pearl Dental will be inviting all of City Council to their ribbon cutting.

Council Member Klopfenstein sadly announced losing a valued member of the Garden Grove family and she offered her deepest condolences to Corporal Han Cho's family, his Garden Grove Police Department family, and his friends. It is a very dark day for the City and her prayers are with his family.

Mayor Jones congratulated Council Member Kim Nguyen and her partner David Penaloza on their very happy news. Prior to the meeting, everyone had an opportunity to vote on whether Kim and David will be having a little baby boy or a sweet baby girl. The results have been tabulated and most of everyone voted that Kim and David are having a sweet baby girl.

Council Member Nguyen happily announced that she and David will be having a sweet baby girl due in January! History for Garden Grove as this will be the first baby at the dais.

City Manager Kim congratulated both Council Member Nguyen and David Penaloza; and on a sad note, she offered condolences to Corporal Han Cho's family, friends, and colleagues. Corporal Cho was a 28 year veteran with the Garden Grove Police Department, who served the community with loyalty and dedication.

ADJOURNMENT

At 8:19 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, August 22, 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: 9/12/2023
(*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	9/7/2023	Warrants	06282023.pdf
Warrants	9/7/2023	Warrants	07012023.pdf
Warrants	9/7/2023	Warrants	07052023.pdf
Warrants	9/7/2023	Warrants	07122023.pdf
Warrants	9/7/2023	Warrants	07192023.pdf
Warrants	9/7/2023	Warrants	08242023PR.pdf



City of Garden Grove
Certificate of Warrants
Register Dates:
6/28/2023

This is to certify the demands covered by Wire number 00001649 through 00001704, EFT numbers 00038315 through 00038352, and check numbers 00687796 through 00687919 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Check numbers 00687810, 00687863 and 00687887 were voided.

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

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Jun 22, 2023 and Jun 28, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 17, 2023 4:49:48 PM

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AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001649	V00789	SO CALIF EDISON CO	06/28/2023	\$7,783.59
00001650	V00789	SO CALIF EDISON CO	06/28/2023	\$2,531.57
00001651	V00789	SO CALIF EDISON CO	06/28/2023	\$508.84
00001652	V00789	SO CALIF EDISON CO	06/28/2023	\$191.43
00001653	V00789	SO CALIF EDISON CO	06/28/2023	\$36.47
00001654	V00789	SO CALIF EDISON CO	06/28/2023	\$0.59
00001655	V00789	SO CALIF EDISON CO	06/28/2023	\$0.59
00001656	V00789	SO CALIF EDISON CO	06/28/2023	\$325.32
00001657	V00789	SO CALIF EDISON CO	06/28/2023	\$3,647.83
00001658	V00789	SO CALIF EDISON CO	06/28/2023	\$85.81
00001659	V00805	SPECTRUM	06/28/2023	\$2,922.45
00001660	V02724	DEPARTMENT OF THE TREA	06/28/2023	\$309,112.90
00001661	V01375	EMPLOYMENT DEVELOPMENT	06/28/2023	\$95,176.84
00001662	V02725	EMPOWER RETIREMENT, LL	06/28/2023	\$123,669.05
00001663	V02152	EXPERT PAY CHILD SUPPO	06/28/2023	\$2,456.30
00001664	V02091	MARYLAND CHILD SUPPORT	06/28/2023	\$343.38
00001665	V00789	SO CALIF EDISON CO	06/28/2023	\$144,220.92
00001666	V00813	UNION BANK	06/28/2023	\$520.07
00001667	V00686	FRONTIER COMMUNICATION	06/28/2023	\$1,302.39
00001668	V00686	FRONTIER COMMUNICATION	06/28/2023	\$1,302.39
00001669	V00792	SO CALIF GAS CO	06/28/2023	\$457.13
00001670	V00792	SO CALIF GAS CO	06/28/2023	\$16,042.98
00001671	V00792	SO CALIF GAS CO	06/28/2023	\$14.79
00001672	V01478	ANAHEIM ORANGE COUNTY	06/28/2023	\$163,434.64
00001673	V00691	CITY OF GARDEN GROVE-W	06/28/2023	\$486,701.49
00001674	V01539	DELTA DENTAL OF CALIFO	06/28/2023	\$2,712.96
00001675	V01539	DELTA DENTAL OF CALIFO	06/28/2023	\$22,399.00
00001676	V00541	MUNICIPAL WATER DISTRI	06/28/2023	\$70,602.36
00001677	V01596	PUBLIC EMPLOYEES' RETI	06/28/2023	\$677,704.04
00001678	V01596	PUBLIC EMPLOYEES' RETI	06/28/2023	\$518,658.42
00001679	V01596	PUBLIC EMPLOYEES' RETI	06/28/2023	\$518,683.51
00001680	V01596	PUBLIC EMPLOYEES' RETI	06/28/2023	\$518,460.74
00001681	V02036	US BANK TRUST NA	06/28/2023	\$5,300,000.00

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Jun 22, 2023 and Jun 28, 2023
Bank(s): AP - Checking Account, WT - Checking Account

Report Generated on Aug 17, 2023 4:49:48 PM

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001682	V02036	US BANK TRUST NA	06/28/2023	\$920,456.10
00001683	V02036	US BANK TRUST NA	06/28/2023	\$415,087.30
00001684	V02036	US BANK TRUST NA	06/28/2023	\$9,298.90
00001685	V00732	THE LINCOLN NATIONAL L	06/28/2023	\$8,908.96
00001686	V02087	DELTA CARE USA	06/28/2023	\$5,353.95
00001687	V02261	GARDEN GROVE MXD, INC	06/28/2023	\$401,558.66
00001688	V00732	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	06/28/2023	\$8,197.62
00001689	V02088	VISION SERVICE PLAN - CA	06/28/2023	\$7,802.30
00001690	V01545	CITY OF GARDEN GROVE-LIABILITY ACCT	06/28/2023	\$64,003.05
00001691	PC000575	US BANK PCARD AUTO PAYMENT	06/28/2023	\$51,112.82
00001692	V02724	DEPARTMENT OF THE TREA	06/28/2023	\$339,027.45
00001693	V01375	EMPLOYMENT DEVELOPMENT	06/28/2023	\$105,951.06
00001694	V02725	EMPOWER RETIREMENT, LL	06/28/2023	\$126,879.32
00001695	V02152	EXPERT PAY CHILD SUPPO	06/28/2023	\$2,456.30
00001696	V02091	MARYLAND CHILD SUPPORT	06/28/2023	\$343.38
00001697	V02724	DEPARTMENT OF THE TREA	06/28/2023	\$314,180.88
00001698	V01375	EMPLOYMENT DEVELOPMENT	06/28/2023	\$95,944.63
00001699	V02725	EMPOWER RETIREMENT, LL	06/28/2023	\$128,180.03
00001700	V02152	EXPERT PAY CHILD SUPPO	06/28/2023	\$2,456.30
00001701	V02091	MARYLAND CHILD SUPPORT	06/28/2023	\$343.38
00001702	V00792	SO CALIF GAS CO	06/28/2023	\$13,437.01
00001703	V00034	HOME DEPOT CREDIT SERVICES	06/28/2023	\$8,294.03
00001704	V00034	HOME DEPOT CREDIT SERVICES	06/28/2023	\$14,330.71
00038315	V03148	AAA ELECTRIC MOTOR SALES & SERVICE, INC.	06/28/2023	\$173.77
00038316	V00585	ADMINSURE	06/28/2023	\$16,939.00
00038317	V02886	AMERICAN TRUCK & TOOL RENTALS, INC	06/28/2023	\$2,315.46
00038318	V00430	CANNON CORPORATION	06/28/2023	\$1,717.50
00038319	V00224	CDW-GOVERNMENT, INC	06/28/2023	\$15,588.18
00038320	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	06/28/2023	\$2,264.92
00038321	V00476	CSG CONSULTANTS, INC	06/28/2023	\$40,716.25
00038322	V00718	DANGELO CO (JWD ANGELO CO INC)	06/28/2023	\$13,604.63
00038323	V00673	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC	06/28/2023	\$37,558.75
00038324	V00562	DOOLEY ENTERPRISES, INC	06/28/2023	\$11,126.27
00038325	V00218	GRAINGER	06/28/2023	\$7,378.06

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00038326	V00368	JOHNSON CONTROLS SECURITY SOLUTIONS	06/28/2023	\$393.01
00038327	V00356	LA OPINION, EL DIARIO, LA RAZA, LA OPINION DE LA	06/28/2023	\$1,100.00
00038328	V03222	METRIC ONE TRAINING AND CONSULTING	06/28/2023	\$1,000.00
00038329	V02883	INC. MOTION & FLOW CONTROL PRODUCTS	06/28/2023	\$2,555.90
00038330	V00210	PEST OPTIONS, INC	06/28/2023	\$1,905.00
00038331	V00462	PRO-FORCE MARKETING, INC	06/28/2023	\$117.57
00038332	V00014	ROCKET SOFTWARE, INC	06/28/2023	\$3,427.00
00038333	V03146	SAFETY NETWORK TRAFFIC SIGNS, INC.	06/28/2023	\$43,556.70
00038334	V01945	SAFEWAY SIGN COMPANY	06/28/2023	\$3,664.02
00038335	V00222	SCP DISTRIBUTORS, LLC	06/28/2023	\$177.53
00038336	V02967	SIERRA ANALYTICAL LABS, INC	06/28/2023	\$2,469.00
00038337	V00250	SIMPSON CHEVROLET OF GG	06/28/2023	\$110.51
00038338	V00615	STRAY CAT ALLIANCE	06/28/2023	\$724.14
00038339	V03173	SULLY-MILLER CONTRACTING COMPANY	06/28/2023	\$259,729.19
00038340	V03136	SUNRISE MULTISPECIALIST MEDICAL CENTER	06/28/2023	\$847.00
00038341	V03085	T.E. ROBERTS INC.	06/28/2023	\$344,077.22
00038342	V02539	THE SOLIS GROUP	06/28/2023	\$2,033.25
00038343	V03170	TITAN ENVIRONMENTAL SOLUTIONS, INC.	06/28/2023	\$895.00
00038344	V02913	TOWNER FILTRATION	06/28/2023	\$9,700.10
00038345	V03225	TREETOP PRODUCTS CONSOLIDATED	06/28/2023	\$1,984.13
00038346	V00591	U S ARMOR CORP	06/28/2023	\$2,662.46
00038347	V00104	WALLACE & ASSOCIATES	06/28/2023	\$14,659.00
00038348	V00826	WEST COAST ARBORISTS, INC	06/28/2023	\$26,764.90
00038349	V00828	WEST COAST SAND & GRAVEL	06/28/2023	\$1,470.45
00038350	V00288	EMMA S CLARK	06/28/2023	\$593.75
00038351	V03009	FAGO, TRAVIS	06/28/2023	\$5,188.65
00038352	V03095	PADILLA SMYTH & ASSOCIATES, LLC	06/28/2023	\$437.50
00687796	V01122	ADVANCED CAR CARE, INC	06/28/2023	\$2,325.79
00687797	V00627	AKM CONSULTING ENGINEERS	06/28/2023	\$8,172.50
00687798	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	06/28/2023	\$416.41
00687799	V00639	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV	06/28/2023	\$900.00
00687800	V00641	AQUA-METRIC SALES CO	06/28/2023	\$34,179.52
00687801	V01944	AQUARIUM OF THE PACIFIC	06/28/2023	\$1,532.30
00687802	V00599	ARROW TOOLS FASTENERS & SAW, INC	06/28/2023	\$297.56

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00687803	V00864	ASSOCIATED SOILS ENGINEERING, INC	06/28/2023	\$2,230.00
00687804	V00033	AT&T CORP	06/28/2023	\$12,821.39
00687805	V00145	AUTONATION FORD TUSTIN	06/28/2023	\$804.43
00687806	V01424	BAR NONE GROUP, INC	06/28/2023	\$1,960.00
00687807	V00150	BILL'S SOUND & SECURITY	06/28/2023	\$884.00
00687808	OTV002864	ROBERT BOUGE	06/28/2023	\$1,000.00
00687809	V00649	BROWNELLS, INC	06/28/2023	\$434.09
00687811	V01494	C G LANDSCAPE, INC	06/28/2023	\$1,495.13
00687812	V00561	CALIFORNIA BUILDING OFFICIALS	06/28/2023	\$70.00
00687813	V00561	CALIFORNIA BUILDING OFFICIALS	06/28/2023	\$70.00
00687814	V02032	CALIFORNIA POLICE CHIEFS ASSOCIATION	06/28/2023	\$2,431.00
00687815	V01047	CALPELRA	06/28/2023	\$2,270.00
00687816	V00660	CAMERON WELDING SUPPLY	06/28/2023	\$6.12
00687817	V00554	CARL WARREN & CO	06/28/2023	\$450.00
00687818	OTV000749	RACQUEL CHAGOYA	06/28/2023	\$56.20
00687819	V00749	CITY OF ORANGE	06/28/2023	\$393.78
00687820	V01057	CITY OF SANTA ANA FINANCE & MGMT SRVS AGENCY M-87	06/28/2023	\$813.32
00687821	V00832	CITY OF WESTMINSTER	06/28/2023	\$600.00
00687822	V00664	CIVILTEC ENGINEERING, INC	06/28/2023	\$1,035.00
00687823	V00654	CLEA CALIF LAW ENFORCEMENT ASSOC	06/28/2023	\$3,743.25
00687824	V00666	COMMUNITY VETERINARY HOSPITAL INC	06/28/2023	\$606.50
00687825	V00497	CORDOVA & SON, INC	06/28/2023	\$2,858.82
00687826	V03189	RUBEN CUELLAR	06/28/2023	\$125.00
00687827	V03120	DEWEY PEST CONTROL	06/28/2023	\$195.00
00687828	V00336	EXCLUSIVE AUTO DETAIL	06/28/2023	\$588.00
00687829	V00233	FACTORY MOTOR PARTS CO BIN 139107	06/28/2023	\$695.18
00687830	V00412	FEDERAL EXPRESS CORP	06/28/2023	\$141.36
00687831	V00829	FERGUSON ENTERPRISES, INC 1350	06/28/2023	\$379.45
00687832	V00572	FIRE ETC	06/28/2023	\$1,246.25
00687833	V00588	GMS AUTOGLASS	06/28/2023	\$664.74
00687834	V00702	GRAFFITI PROTECTIVE COATINGS, INC	06/28/2023	\$30,716.00
00687835	V00706	HAAKER EQUIPMENT COMPANY	06/28/2023	\$1,569.37
00687836	V00707	HACH COMPANY, INC	06/28/2023	\$1,413.75

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00687837	OTV002868	JENNIFER HENNESSEY	06/28/2023	\$1,000.00
00687838	V00503	HF&H CONSULTANTS, LLC	06/28/2023	\$5,478.50
00687839	V00711	HILL'S BROS LOCK & SAFE, INC	06/28/2023	\$1,236.41
00687840	V02308	HIRSCH PIPE & SUPPLY CO. INC	06/28/2023	\$397.83
00687841	OTV002871	DINH HUY	06/28/2023	\$267.00
00687842	V03208	IMPERIAL SPRINKLER SUPPLY	06/28/2023	\$143.80
00687843	V00531	IRV SEAVER MOTORCYCLES	06/28/2023	\$2,635.90
00687844	V00719	JAY'S CATERING	06/28/2023	\$402.36
00687845	V00038	JEANNE K DUNHAM LCSW	06/28/2023	\$1,680.00
00687846	V01796	JUMP N BOUNCE	06/28/2023	\$1,147.00
00687847	V00724	KLEINFELDER WEST, INC	06/28/2023	\$1,058.75
00687848	V00725	KNORR SYSTEMS, INC	06/28/2023	\$430.58
00687849	V00297	KNOTT'S BERRY FARM	06/28/2023	\$2,714.00
00687850	OTV002869	STEPHANIE KRONE	06/28/2023	\$1,000.00
00687851	OTV002815	TRANH LY	06/28/2023	\$1,000.00
00687852	V00192	MAD SCIENCE OF WEST ORANGE COUNTY	06/28/2023	\$270.00
00687853	V01411	MAGNUM OIL SPREADING, INC	06/28/2023	\$232.94
00687854	V01504	MAIN STREET SIGNS	06/28/2023	\$4,779.02
00687855	V01570	MEEDER PUBLIC FUNDS, INC	06/28/2023	\$6,000.00
00687856	V00737	MERCHANTS BLDG MAINT, LLC	06/28/2023	\$1,592.90
00687857	OTV002862	MYERS CONSTRUCTION	06/28/2023	\$1,000.00
00687858	V00557	NATIONAL CONSTRUCTION RENTALS	06/28/2023	\$435.68
00687859	OTV002870	JACQUELINE NGUYEN	06/28/2023	\$1,000.00
00687860	OTV002867	LINDA & TUAN NGUYEN	06/28/2023	\$1,000.00
00687861	V01867	OC HEALTH CARE AGENCY, ENVIRONMENTAL HEALTH	06/28/2023	\$273.00
00687862	V00551	OC HOUSING AUTHORITY	06/28/2023	\$6,225.00
00687864	V00209	WHJ OCN, IND	06/28/2023	\$340.00
00687865	OTV002875	ORAN CAPITAL	06/28/2023	\$6,000.00
00687866	V01530	ORANGE COUNTY SANITATION DIST, INC	06/28/2023	\$67,149.13
00687867	V01583	ORANGE COUNTY WINWATER WORKS, INC	06/28/2023	\$694.09
00687868	OTV002877	ORCHID QUYNH LAM NGUYEN	06/28/2023	\$1,000.00
00687869	V00595	PACIFIC COAST CABLING, INC	06/28/2023	\$693.79
00687870	V00164	PACIFIC MEDICAL CLINIC	06/28/2023	\$1,050.00
00687871	V01586	PACIFIC TRUCK EQUIPMENT INC	06/28/2023	\$16,357.12

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00687872	V00756	PARKHOUSE TIRE, INC	06/28/2023	\$3,215.12
00687873	OTV002881	HUNG PHAN	06/28/2023	\$1,000.00
00687874	V01873	PLANNING DIRECTORS ASSOCIATION OF ORANGE COUNTY	06/28/2023	\$65.00
00687875	OTV002476	PLC GARDEN GROVE LLC	06/28/2023	\$264.82
00687876	V00010	PLUMBERS DEPOT, INC	06/28/2023	\$708.71
00687877	OTV002876	BRYAN QUEXEL	06/28/2023	\$1,000.00
00687878	OTV002866	JOHN RAMIREZ	06/28/2023	\$1,000.00
00687879	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	06/28/2023	\$1,983.34
00687880	V03133	RICOH USA, INC.	06/28/2023	\$8,174.83
00687881	OTV002863	PEGGY RUBIDOUX	06/28/2023	\$1,000.00
00687882	V00779	S C YAMAMOTO, INC	06/28/2023	\$77.00
00687883	V00780	SAFETY 1st PEST CONTROL, INC	06/28/2023	\$725.00
00687884	V00592	SAXE-CLIFFORD, PH D, SUSAN	06/28/2023	\$450.00
00687885	OTV002562	SECARD POOLS & SPAS	06/28/2023	\$1,000.00
00687886	V01438	SEHI COMPUTER PRODUCTS	06/28/2023	\$1,807.59
00687888	V00784	SHOETERIA	06/28/2023	\$384.89
00687889	V00785	SHRED CONFIDENTIAL, INC	06/28/2023	\$26.25
00687890	V00003	SIGNARAMA	06/28/2023	\$325.03
00687891	V00225	SITEONE LANDSCAPE SUPPLY HLDING	06/28/2023	\$1,561.65
00687892	V01071	SOURCE GRAPHICS	06/28/2023	\$2,340.30
00687893	V00160	SOUTHERN COUNTIES OIL COMPANY	06/28/2023	\$34,342.13
00687894	V00795	SPARKLETTS	06/28/2023	\$397.98
00687895	V01119	STANDARD INSURANCE CO RAS EXECUTIVE BENEFITS	06/28/2023	\$1,100.34
00687896	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	06/28/2023	\$24,791.56
00687897	V00019	ANDREW T STEIN	06/28/2023	\$3,927.17
00687898	V01616	STERICYCLE, INC	06/28/2023	\$438.00
00687899	V00799	SUN BADGE COMPANY	06/28/2023	\$533.79
00687900	OTV002865	CLAUDIA TAPIA	06/28/2023	\$1,000.00
00687901	V00568	TEAM OF ADVOCATES FOR SPECIAL KIDS	06/28/2023	\$631.59
00687902	OTV002874	KRISTY THAI	06/28/2023	\$2,500.00
00687903	V01389	THE HOME DEPOT PRO	06/28/2023	\$1,015.52
00687904	V00528	THE ORANGE COUNTY HUMANE SOCIETY	06/28/2023	\$500.00
00687905	V00344	TIM HOGAN GRAPHICS	06/28/2023	\$10,137.00

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00687906	OTV002879	CUONG TRAN	06/28/2023	\$1,000.00	
00687907	OTV002774	TAI TRAN	06/28/2023	\$55.70	
00687908	V01123	TRANSAMERICA EMPLOYEE BENEFITS	06/28/2023	\$5,433.78	
00687909	V00809	TURBO DATA SYSTEMS, INC	06/28/2023	\$1,260.21	
00687910	V00424	TYLER TECHNOLOGIES, INC	06/28/2023	\$1,041.86	
00687911	V00812	UNIFIRST CORP	06/28/2023	\$1,010.29	
00687912	V00501	US BEHAVIORAL HEALTH PLAN, CA	06/28/2023	\$4,428.90	
00687913	V01075	VIET BAO DAILY, INC	06/28/2023	\$350.00	
00687914	OTV002878	EFRAIN VILICANO	06/28/2023	\$1,000.00	
00687915	OTV002872	MY TRA (AMY) VO	06/28/2023	\$2,500.00	
00687916	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	06/28/2023	\$51,176.15	
00687917	V01044	WESTERN WATER WORKS	06/28/2023	\$13,046.10	
00687918	V00582	WOODRUFF & SMART, A PROFESSIONAL CORP	06/28/2023	\$65,953.50	
00687919	V01208	YO-FIRE SUPPLIES	06/28/2023	\$354.44	
			EFT:	38	\$881,625.77
			Check:	177	\$12,551,926.48
			Total:	215	\$13,433,552.25



City of Garden Grove
Certificate of Warrants
Register Dates:
07/01/2023

This is to certify the demands covered by EFT numbers 00038353 through 00039407 and check numbers 00687920 through 00688116 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Warrants 687988 and 688079 have been voided

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

Finance Director
Patricia Song

**CITY OF GARDEN GROVE
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00038353	H00252	12111 BAILEY STREET LLC	07/01/2023	\$1,370.00
00038354	H0951	12392 TO 12432 GROVEVIEW	07/01/2023	\$765.00
00038355	H00286	12909 CORDARY LLC	07/01/2023	\$11,501.00
00038356	H3409	12911 GALWAY ST, LLC	07/01/2023	\$3,432.00
00038357	H3297	13251 NEWLAND, LLC	07/01/2023	\$13,963.00
00038358	H00364	1512 W MISSION BLVD LLC	07/01/2023	\$1,809.00
00038359	H4567	15915 LA FORGE ST WHITTIER, LLC	07/01/2023	\$692.00
00038360	H3906	19822 BROOKHURST, LLC	07/01/2023	\$2,835.00
00038361	H00260	2175 S MULLUL DRIVE LLC	07/01/2023	\$3,172.00
00038362	H2617	2300 W EL SEGUNDO, LP DBA LOTUS GARDENS	07/01/2023	\$8,385.00
00038363	H4149	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	07/01/2023	\$3,642.00
00038364	H00463	2TD MANAGEMENT LLC	07/01/2023	\$8,031.00
00038365	H4791	606 SOUTH 6TH ST ASSOCIATES, LP	07/01/2023	\$8,862.00
00038366	H2483	7632 21ST ST, LP	07/01/2023	\$7,908.00
00038367	H00284	8550 COMMONWEALTH AVENUE LLC	07/01/2023	\$1,302.00
00038368	H4654	8572 STANFORD, LLC	07/01/2023	\$2,553.00
00038369	H1044	ABCO CROWN VILLA,LTD	07/01/2023	\$2,178.00
00038370	H9002	ACACIAN APTS	07/01/2023	\$49,405.00
00038371	H00121	ADRIAN REALTY LLC	07/01/2023	\$3,020.00
00038372	H4389	ADRIATIC APTS	07/01/2023	\$1,031.00
00038373	H3401	AEGEAN APARTMENTS	07/01/2023	\$6,621.00
00038374	H4741	PARVIZ ALAI	07/01/2023	\$4,837.00
00038375	H00033	ALEXANY NGUYEN PROPERTIES, LLC	07/01/2023	\$1,508.00
00038376	H3512	ALFRED P VU & JULIE NG HO, LLC	07/01/2023	\$1,856.00
00038377	H1684	REHANA ALIBULLA	07/01/2023	\$2,167.00
00038378	H4121	ALLARD APARTMENT, LLC	07/01/2023	\$8,528.00
00038379	H3645	LYNN KATHLEEN ALLEN	07/01/2023	\$121.00
00038380	H2454	ALTEZA,INC	07/01/2023	\$1,299.00
00038381	H4668	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	07/01/2023	\$1,301.00
00038382	H2489	AMERICAN FAMILY HOUSING	07/01/2023	\$14,622.00
00038383	H00093	SALMAN M AMIR	07/01/2023	\$2,507.00
00038384	H2938	ANAHEIM SUNSET PLAZA APTS	07/01/2023	\$8,102.00

CITY OF GARDEN GROVE
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00038385	H00336	ANIME INVESTMENTS LLC	07/01/2023	\$1,615.00
00038386	H4371	CHUNG NAN AOU	07/01/2023	\$1,140.00
00038387	H00181	AP TRUST DATED 01/20/21	07/01/2023	\$2,103.00
00038388	H4254	ARBOR VILLAS, LLC	07/01/2023	\$2,630.00
00038389	H00328	ARC EQUITIES LLC	07/01/2023	\$1,784.00
00038390	H00048	JESSIE WONG ARIAS	07/01/2023	\$1,986.00
00038391	H4027	TIMOTEO ARJON	07/01/2023	\$1,616.00
00038392	H3930	EIDA A ATTIA	07/01/2023	\$2,162.00
00038393	H4272	PAUL AUDUONG	07/01/2023	\$1,900.00
00038394	H4532	AUGUSTA GROUP INVESTMENTS INC	07/01/2023	\$1,474.00
00038395	H00180	AVANATH FESTIVAL LP	07/01/2023	\$2,810.00
00038396	H00084	AVANATH GROVE LP	07/01/2023	\$45,908.00
00038397	H2062	AYNEM INVESTMENTS, LP	07/01/2023	\$9,648.00
00038398	H00393	B&Y INDUSTRIES LLC	07/01/2023	\$1,130.00
00038399	H00210	B2B INVESTMENTS LLC	07/01/2023	\$1,763.00
00038400	H4505	BACH & JASON NGUYEN INVESTMENT LLC	07/01/2023	\$1,538.00
00038401	H4295	BAKER RANCH AFFORDABLE, LP	07/01/2023	\$2,678.00
00038402	H4403	HA BANH	07/01/2023	\$3,498.00
00038403	H00406	MINDY K BANH	07/01/2023	\$1,054.00
00038404	H2370	BARRY SAYWITZ PROP TWO, LP	07/01/2023	\$6,235.00
00038405	H4777	BDA INVESTMENTS, LLC	07/01/2023	\$1,304.00
00038406	H00092	BEACH BOULEVARD COTTAGES LLC	07/01/2023	\$1,105.00
00038407	H4797	BEACH CREEK PARTNERS II, LP	07/01/2023	\$1,576.00
00038408	H4735	BEACHWOOD VILLAGE APARTMENTS	07/01/2023	\$1,645.00
00038409	H4368	BEHRENS PROPERTIES, LLC	07/01/2023	\$1,118.00
00038410	H3168	BELAGE PRESERVATION, LP	07/01/2023	\$1,217.00
00038411	H00115	BELLECOUR APARTMENTS	07/01/2023	\$939.00
00038412	H3365	JAIME OR MAGALI BERTRAN	07/01/2023	\$1,470.00
00038413	H00064	BEXAEW THE HAVENS LP	07/01/2023	\$3,277.00
00038414	H3115	ANIL BHALANI	07/01/2023	\$1,376.00
00038415	H0645	N C BHATT	07/01/2023	\$5,047.00
00038416	H00310	BHN MANAGEMENT INC	07/01/2023	\$4,119.00
00038417	H00466	LARRY A BLACK	07/01/2023	\$3,094.00
00038418	H00347	WILLIAM RICHARDO BONNER	07/01/2023	\$1,060.00

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00038419	H00167	DAVID BORTHWICK	07/01/2023	\$1,936.00
00038420	H4331	BOWEN PROPERTY, LLC	07/01/2023	\$1,574.00
00038421	H0231	MAI BOZARJIAN	07/01/2023	\$20,785.00
00038422	H4085	MAI BOZARJIAN	07/01/2023	\$4,665.00
00038423	H4399	BRIAR CREST / ROSE CREST	07/01/2023	\$3,340.00
00038424	H4784	BRIDGE WF CRYSTAL VIEW AGP, LLC	07/01/2023	\$2,261.00
00038425	H0968	SHARON OR NORMAN BROWN	07/01/2023	\$3,340.00
00038426	H4088	BACH BUI	07/01/2023	\$1,223.00
00038427	H3590	DUNG BUI	07/01/2023	\$1,851.00
00038428	H4664	LONG BUI	07/01/2023	\$331.00
00038429	H3322	MONICA BUI	07/01/2023	\$2,649.00
00038430	H1510	NGA HUYNH BUI	07/01/2023	\$1,294.00
00038431	H4779	TAM BUI	07/01/2023	\$1,281.00
00038432	H4108	THUAN BUI	07/01/2023	\$4,707.00
00038433	H4075	TRiet THO-MINH BUI	07/01/2023	\$2,655.00
00038434	H3524	DAVID M BURLEY	07/01/2023	\$1,730.00
00038435	H2916	THU T CAI-NGUYEN	07/01/2023	\$694.00
00038436	H3272	CAMBRIDGE HEIGHTS, LP	07/01/2023	\$1,547.00
00038437	H00391	LARRY THANH CAN	07/01/2023	\$1,988.00
00038438	H2159	HUONG B CAO	07/01/2023	\$936.00
00038439	H4457	MYTRANG CAO	07/01/2023	\$2,050.00
00038440	H2856	PHUOC GIA CAO	07/01/2023	\$4,293.00
00038441	H00139	CASA CIENTO ASSOCIATES LP C/O ARNEL MANAGEMENT CO	07/01/2023	\$1,705.00
00038442	H4524	CASA MADRID	07/01/2023	\$1,289.00
00038443	H00380	CASA PALOMA	07/01/2023	\$5,506.00
00038444	H4073	CASCADE TERRACE APARTMENTS	07/01/2023	\$5,926.00
00038445	H4689	DAVID G CASCINO	07/01/2023	\$2,668.00
00038446	H3904	KOU LEAN CHAN	07/01/2023	\$1,214.00
00038447	H4135	CHIEN CHAN,MIN OR TRAN	07/01/2023	\$5,183.00
00038448	H1229	EVELYN CHANG	07/01/2023	\$3,178.00
00038449	H9008	SHERRI CHANG	07/01/2023	\$1,688.00
00038450	H1368	CHARLESTON GARDENS, LLC	07/01/2023	\$1,298.00
00038451	H1239	CHATHAM VILLAGE APTS	07/01/2023	\$7,721.00

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00038452	H3494	ALICE CHAU	07/01/2023	\$1,539.00
00038453	H3757	DENNIS KYINSAN CHEN	07/01/2023	\$5,416.00
00038454	H1362	SHIAO-YUNG CHEN	07/01/2023	\$7,939.00
00038455	H9010	T C CHEN	07/01/2023	\$23,049.00
00038456	H3490	CHERRY WEST PROPERTIES	07/01/2023	\$1,908.00
00038457	H1788	STEPHEN CHEUNG	07/01/2023	\$1,805.00
00038458	H3094	PAUL M CHEY	07/01/2023	\$2,767.00
00038459	H4707	NARITH CHHUM	07/01/2023	\$2,037.00
00038460	H0317	LI-YONG CHIANG	07/01/2023	\$1,496.00
00038461	H0159	DON J G CHONG	07/01/2023	\$5,997.00
00038462	H00396	VICKY CHU	07/01/2023	\$3,268.00
00038463	H1946	JOHN CHUN	07/01/2023	\$1,291.00
00038464	H9011	KYU B CHUNG	07/01/2023	\$4,135.00
00038465	H00438	CINDY ANDY LUU PROPERTY MANAGEMENT	07/01/2023	\$2,337.00
00038466	H4444	CITRUS GROVE, LP	07/01/2023	\$1,068.00
00038467	H00277	CITY OF COMPTON LOCAL HOUSING AUTHORITY	07/01/2023	\$1,435.12
00038468	H00129	CLEARWATER INVESTMENTS	07/01/2023	\$7,278.00
00038469	H3246	KATHLEEN P CLIFTON	07/01/2023	\$1,440.00
00038470	H4785	CM 2080 NEW, LLC	07/01/2023	\$1,316.00
00038471	H0776	PONCH CO	07/01/2023	\$1,266.00
00038472	H3137	KATHY D COLACION	07/01/2023	\$1,677.00
00038473	H4337	COMMUNITY GARDENS PARTNERS, LP	07/01/2023	\$6,536.00
00038474	H3359	NORMA S CONCEPCION	07/01/2023	\$1,393.00
00038475	H2193	CONCORD MGMT, LLC	07/01/2023	\$909.00
00038476	H00374	KIMCHI CONGTON	07/01/2023	\$1,541.00
00038477	H3752	CONNOR PINES, LLC	07/01/2023	\$17,147.00
00038478	H0642	CONTINENTAL GARDENS APTS	07/01/2023	\$13,125.00
00038479	H1134	CONTINENTAL GARDENS APTS	07/01/2023	\$3,714.00
00038480	H00080	COUNTRY SQUIRE TUSTIN LLC	07/01/2023	\$1,246.00
00038481	H0039	COURTYARD VILLAS	07/01/2023	\$7,589.00
00038482	H00294	LUIS CRESCITELLI	07/01/2023	\$763.00
00038483	H4556	CST CAPITAL, LLC	07/01/2023	\$1,548.00
00038484	H4686	CTC INVESTMENT GROUP, INC	07/01/2023	\$1,883.00
00038485	H0017	KHANH CUNG	07/01/2023	\$2,881.00

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00038486	H4659	D1 SENIOR IRVINE HOUSING PARTNERS, LP	07/01/2023	\$1,801.00
00038487	H2985	NGHIA HO OR PHAN VE TU DAC	07/01/2023	\$6,120.00
00038488	H4646	HUONG NGOC DAI	07/01/2023	\$1,668.00
00038489	H00082	DAISY APARTMENT HOMES LLC	07/01/2023	\$1,783.00
00038490	H2100	BINH DINH DAM	07/01/2023	\$1,645.00
00038491	H3947	ANNIE DANG	07/01/2023	\$2,102.00
00038492	H00327	DIEM LAY DANG	07/01/2023	\$534.00
00038493	H00382	HOANG ANH VU DANG	07/01/2023	\$1,591.00
00038494	H00300	LONG BILLY DANG	07/01/2023	\$2,744.00
00038495	H4561	MIKE M DANG	07/01/2023	\$2,349.00
00038496	H3065	DAVID DANG	07/01/2023	\$1,502.00
00038497	H0168	STACY HOA TUOI DANG	07/01/2023	\$1,520.00
00038498	H4598	THANH-THUY THI DANG	07/01/2023	\$1,151.00
00038499	H1895	JOSEPH N DAO	07/01/2023	\$1,506.00
00038500	H00157	MAI DAO	07/01/2023	\$2,915.00
00038501	H00050	MICHELLE DAO	07/01/2023	\$1,900.00
00038502	H1245	NELSON NGUYEN DAO	07/01/2023	\$4,328.00
00038503	H1750	TRU DAO	07/01/2023	\$5,394.00
00038504	H2184	TU VAN DAO	07/01/2023	\$952.00
00038505	H9413	TU VAN DAO	07/01/2023	\$2,468.00
00038506	H3021	NGOC-THUY DAO	07/01/2023	\$1,654.00
00038507	H1802	LUONG-NGUYEN DAO-PHAM, LOC THI OR PHAM	07/01/2023	\$2,454.00
00038508	H4239	RICHARD DAVIS	07/01/2023	\$3,400.00
00038509	H4607	DE ANZA PLAZA APTS II	07/01/2023	\$895.00
00038510	H4071	DEERING II FAMILY, LP	07/01/2023	\$1,165.00
00038511	H3626	CLARA J DEWYER	07/01/2023	\$893.00
00038512	H4583	HOI TUAN DIEP	07/01/2023	\$1,565.00
00038513	H00067	BIEN T DINH	07/01/2023	\$2,422.00
00038514	H2147	HANH DINH	07/01/2023	\$1,983.00
00038515	H4223	KATHLEEN DINH	07/01/2023	\$1,536.00
00038516	H1479	KIM DINH	07/01/2023	\$2,203.00
00038517	H4373	LAN THAI DINH	07/01/2023	\$3,713.00
00038518	H3629	LONG T DINH	07/01/2023	\$3,564.00
00038519	H4372	NHU Y DINH	07/01/2023	\$1,540.00

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00038520	H4594	TUAN DINH	07/01/2023	\$2,591.00
00038521	H4619	Y NHA DINH	07/01/2023	\$3,751.00
00038522	H3284	DNK PROPERTY, LLC	07/01/2023	\$15,981.00
00038523	H4498	BRANDON BINH DO	07/01/2023	\$2,967.00
00038524	H4717	BYRON DO	07/01/2023	\$2,514.00
00038525	H00446	CHINH DO	07/01/2023	\$1,683.00
00038526	H4718	DAITRANG DO	07/01/2023	\$2,581.00
00038527	H4418	DOMINIC HAU DO	07/01/2023	\$1,268.00
00038528	H00131	KEVIN HUNG DO	07/01/2023	\$1,882.00
00038529	H00426	KIM DO	07/01/2023	\$1,286.00
00038530	H00449	KIM TOAN T DO	07/01/2023	\$952.00
00038531	H1867	MINH C DO	07/01/2023	\$4,284.00
00038532	H4450	MY-PHUONG DO	07/01/2023	\$1,604.00
00038533	H1674	NANCY DO	07/01/2023	\$1,453.00
00038534	H4802	NGA N DO	07/01/2023	\$2,521.00
00038535	H00186	NOAN THI DO	07/01/2023	\$1,829.00
00038536	H00354	RUTHERFORD DO	07/01/2023	\$3,015.00
00038537	H3593	THUY THI DO	07/01/2023	\$340.00
00038538	H3181	TIM DO	07/01/2023	\$1,187.00
00038539	H3671	TINA DO	07/01/2023	\$1,506.00
00038540	H9016	TINA DO	07/01/2023	\$4,091.00
00038541	H3732	XUYEN THI DO	07/01/2023	\$1,222.00
00038542	H00137	CRYSTAL DOAN	07/01/2023	\$1,346.00
00038543	H00326	HANH DAO DOAN	07/01/2023	\$1,758.00
00038544	H0580	HARRY DOAN	07/01/2023	\$18.00
00038545	H4639	HIEP THI DOAN	07/01/2023	\$2,855.00
00038546	H4808	HUEY G DOAN	07/01/2023	\$3,815.00
00038547	H3999	HUY DOAN	07/01/2023	\$1,322.00
00038548	H4289	HUY DOAN	07/01/2023	\$1,234.00
00038549	H00417	KHA DUY DOAN	07/01/2023	\$2,960.00
00038550	H4420	KYLAM DOAN	07/01/2023	\$1,877.00
00038551	H3980	NHA & JOANNE TRANG VU DOAN	07/01/2023	\$1,818.00
00038552	H3855	PHUONGNGA THI DOAN	07/01/2023	\$2,177.00
00038553	H2424	JERRY DOIDGE	07/01/2023	\$1,376.00

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00038554	H3382	DOLCE VITA INVESTMENTS, LLC	07/01/2023	\$5,941.00
00038555	H1744	MINH TRANG DONG	07/01/2023	\$1,420.00
00038556	H2945	DORADO SENIOR APARTMENTS, LP	07/01/2023	\$1,417.00
00038557	H3228	DSN INVESTMENT GROUP, LLC	07/01/2023	\$7,749.00
00038558	H3510	DTP INVESTMENTS, LLC	07/01/2023	\$1,548.00
00038559	H1385	DAVID C DUNN	07/01/2023	\$2,246.00
00038560	H9021	DAVID F DUNNETT	07/01/2023	\$1,238.00
00038561	H3866	HONG MANH DUONG	07/01/2023	\$1,701.00
00038562	H00287	KAREN DUONG	07/01/2023	\$1,413.00
00038563	H1885	MINH B DUONG	07/01/2023	\$6,111.00
00038564	H3688	THAI VAN DUONG	07/01/2023	\$1,546.00
00038565	H3087	CHI THI DUONG	07/01/2023	\$2,393.00
00038566	H2869	HUNG Q DUONG	07/01/2023	\$1,487.00
00038567	H2781	GLADYS DYO	07/01/2023	\$866.00
00038568	H00091	E-Z HOUSING GROUP LLC	07/01/2023	\$1,669.00
00038569	H2422	EASTWIND PROPERTIES, LLC	07/01/2023	\$2,965.00
00038570	H4770	EBL, LLC	07/01/2023	\$4,179.00
00038571	H2036	DANIEL T EDLUND	07/01/2023	\$1,548.00
00038572	H00346	EFTFTB LLC	07/01/2023	\$2,090.00
00038573	H00233	EL NILE INVESTMENTS LLC	07/01/2023	\$1,328.00
00038574	H4250	EL PUEBLO APTS	07/01/2023	\$3,267.00
00038575	H4294	EL RAY PARTNERS, LLC	07/01/2023	\$8,829.00
00038576	H4438	ELIAS CAPITAL GROUP, LLC	07/01/2023	\$3,030.00
00038577	H00250	EMERALD RIDGE APARTMENTS	07/01/2023	\$1,769.00
00038578	H4234	TERRY C ENGEL	07/01/2023	\$1,700.00
00038579	H00282	ERP OPERATING LIMITED PARTNERSHIP	07/01/2023	\$9,348.00
00038580	H3299	EVERGREEN ESTATE EXPANSION, LLC	07/01/2023	\$9,884.00
00038581	H00030	FAIRECREST REAL ESTATE, LLC	07/01/2023	\$2,907.00
00038582	H1553	FAIRVIEW MGMT COMPANY	07/01/2023	\$2,488.00
00038583	H00299	FAMILY CUNG TUAN KHANH ACACIA LLC	07/01/2023	\$4,410.00
00038584	H3034	FBC APARTMENTS	07/01/2023	\$711.00
00038585	H4757	FG GOLDENWEST SENIOR APTS, LP	07/01/2023	\$23,275.00
00038586	H00372	FG RANCHO SANTA MARGARITA SENIOR APTS LP	07/01/2023	\$2,228.00
00038587	H00386	FG SEACLIFF SENIOR APARTMENTS LP	07/01/2023	\$1,742.00

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00038588	H1689	WENDY FINCH	07/01/2023	\$966.00
00038589	H00049	FIVE POINTS HOUSING LP	07/01/2023	\$3,436.00
00038590	H3329	FOREVERGREEN EXPANSION, LLC	07/01/2023	\$1,694.00
00038591	H00200	FOUNTAIN VALLEY HOUSING PARTNERS LP	07/01/2023	\$2,313.00
00038592	H00051	FOUR SEASON 339 LLC	07/01/2023	\$1,543.00
00038593	H7410	FRANCISCAN GARDENS APTS	07/01/2023	\$30,610.00
00038594	H2569	WILLIAM FRECHTMAN	07/01/2023	\$1,485.00
00038595	H4610	FREEDOMPATH PROPERTIES, LLC	07/01/2023	\$6,194.00
00038596	H3691	FU CRAIG FA, LLC	07/01/2023	\$6,331.00
00038597	H2215	KARL GANZ	07/01/2023	\$1,084.00
00038598	H3384	ALBINO GARCIA	07/01/2023	\$3,922.00
00038599	H3194	GARDEN BAY APARTMENTS, LLC	07/01/2023	\$1,264.00
00038600	V00694	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	07/01/2023	\$6,759.00
00038601	H00452	GARDEN GROVE HOUSING ASSOC LLC C/O HCM PROP MGMT	07/01/2023	\$4,815.00
00038602	H4275	GARDEN GROVE HOUSING ASSOCIATE	07/01/2023	\$2,209.00
00038603	H00315	GARDEN GROVE PACIFIC ASSOCIATES LLC	07/01/2023	\$56,721.00
00038604	H00431	GARDEN VIEW TERRACE	07/01/2023	\$1,505.00
00038605	H00095	CHRIS ANN GARZA	07/01/2023	\$750.00
00038606	H2955	GB PARTNERS LP DBA HERITAGE PARK SENIOR APARTMENTS	07/01/2023	\$3,997.00
00038607	H2029	GEORGIAN APTS	07/01/2023	\$3,147.00
00038608	H4137	AARON GERMAIN	07/01/2023	\$1,508.00
00038609	H00112	GG8662 LLC C/O DEKKO PROPERTIES LLC	07/01/2023	\$2,631.00
00038610	H3857	GIA VU, INC	07/01/2023	\$906.00
00038611	H4037	BRIGITTE GIACALONE	07/01/2023	\$887.00
00038612	H3894	GIGI APARTMENTS	07/01/2023	\$2,229.00
00038613	H4046	GLENHAVEN MOBILODGE	07/01/2023	\$1,137.00
00038614	H00123	GLS GROUP LLC	07/01/2023	\$1,351.00
00038615	H00321	GOLDEN COAST PACIFIC PROPERTIES LLC	07/01/2023	\$1,249.00
00038616	H4346	HENRY S GOMEZ	07/01/2023	\$1,667.00
00038617	H2737	WILLIAM GREEN	07/01/2023	\$1,277.00
00038618	H00172	GREENBROOK APARTMENTS LP	07/01/2023	\$1,629.00
00038619	H3833	GREENFIELDSDIE, LLC	07/01/2023	\$3,377.00
00038620	H3639	GROVE PARK LP	07/01/2023	\$88,782.00

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00038621	H9028	JIM GULMESOFF	07/01/2023	\$7,433.00
00038622	H3949	GINA GUYUMJYAN	07/01/2023	\$3,977.00
00038623	H4172	HA OF DEKALB COUNTY	07/01/2023	\$657.33
00038624	H4692	CASIE HA	07/01/2023	\$2,783.00
00038625	H4092	DAC T HA	07/01/2023	\$1,808.00
00038626	H1824	KHIEM Q HA	07/01/2023	\$2,514.00
00038627	H1629	MANH MINH HA	07/01/2023	\$1,322.00
00038628	H4562	TRAN D HA	07/01/2023	\$3,584.00
00038629	H3735	TRIET M HA	07/01/2023	\$1,600.00
00038630	H0550	HALL & ASSOCIATES, INC	07/01/2023	\$6,743.00
00038631	H1969	LINDA HAN	07/01/2023	\$2,325.00
00038632	H00421	VIENNA HANSEL-ASHLEY	07/01/2023	\$994.00
00038633	H5208	CLIFTON & BRENDA HANSON	07/01/2023	\$2,517.00
00038634	H3838	STEVEN HAU	07/01/2023	\$1,670.00
00038635	H4708	HIGHLAND FINANCE INVESTMENTS CORP	07/01/2023	\$1,732.00
00038636	H0250	SHERRY OR RICHARD HILLIARD	07/01/2023	\$1,829.00
00038637	H00173	HKT INVESTMENT	07/01/2023	\$4,023.00
00038638	H3921	HMZ RESIDENTIAL PARK, LP	07/01/2023	\$2,229.00
00038639	H00408	HO FAMILY BYPASS TRUST	07/01/2023	\$2,916.00
00038640	H00289	DAO HO	07/01/2023	\$1,477.00
00038641	H3255	HENRY HOI HO	07/01/2023	\$2,019.00
00038642	H1010	HO, HIEP or DAO, NGOC THUY	07/01/2023	\$9,763.00
00038643	H3653	LIEN KIM HO	07/01/2023	\$1,910.00
00038644	H00402	NA M HO	07/01/2023	\$1,556.00
00038645	H4827	PETER HO	07/01/2023	\$1,560.00
00038646	H4128	THOMAS P HO	07/01/2023	\$1,970.00
00038647	H00183	THUY HO	07/01/2023	\$1,620.00
00038648	H4268	TIM HO	07/01/2023	\$924.00
00038649	H00071	HOLLY HOANG	07/01/2023	\$1,432.00
00038650	H00312	HUAN HOANG	07/01/2023	\$2,739.00
00038651	H00301	KHANH HOANG	07/01/2023	\$1,530.00
00038652	H1864	LIEN HOANG	07/01/2023	\$1,483.00
00038653	H3984	LONG HOANG	07/01/2023	\$1,861.00
00038654	H4783	THINH HOANG	07/01/2023	\$1,612.00

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00038655	H4224	TRACY HOANG	07/01/2023	\$1,162.00
00038656	H2354	TRIEU HOANG	07/01/2023	\$1,234.00
00038657	H4542	TUAN HOANG	07/01/2023	\$2,517.00
00038658	H00278	VUONG HOANG	07/01/2023	\$1,909.00
00038659	H2662	LANG HOANG	07/01/2023	\$1,690.00
00038660	H2974	NHAN TIEN HOANG	07/01/2023	\$2,150.00
00038661	H3883	ROSEMARY LC HOLTZMAN	07/01/2023	\$856.00
00038662	H1120	SALLY HOPPE	07/01/2023	\$1,148.00
00038663	H00429	HTN RENTALS LLC	07/01/2023	\$2,525.00
00038664	H2532	LUC HUA	07/01/2023	\$1,554.00
00038665	H1659	DON HUSS	07/01/2023	\$2,667.00
00038666	H00133	BAO TRINH HUYNH	07/01/2023	\$1,633.00
00038667	H0658	CHEN THI HUYNH	07/01/2023	\$2,866.00
00038668	H3641	FELIX HUYNH	07/01/2023	\$800.00
00038669	H4763	JOANNE HUYNH	07/01/2023	\$951.00
00038670	H3509	KELVIN HUYNH	07/01/2023	\$1,567.00
00038671	H00384	LINH M HUYNH	07/01/2023	\$1,931.00
00038672	H4405	LOAN HUYNH	07/01/2023	\$280.00
00038673	H4237	MINH HUY HUYNH	07/01/2023	\$2,162.00
00038674	H4271	PHILIP HUYNH	07/01/2023	\$645.00
00038675	H1574	SALLY B HUYNH	07/01/2023	\$1,508.00
00038676	H4246	KIM DONG T HUYNH, SCOTT THANH OR LE	07/01/2023	\$2,589.00
00038677	H4747	THAI C HUYNH	07/01/2023	\$2,877.00
00038678	H3117	LONG BAO HUYNH	07/01/2023	\$1,482.00
00038679	H1262	CM HWANG	07/01/2023	\$1,595.00
00038680	H3848	IMPERIAL NORTH HOLDINGS, LLC	07/01/2023	\$4,881.00
00038681	H3644	IMPERIAL NORTHWEST HOLDINGS	07/01/2023	\$5,103.00
00038682	H00309	INCOME PROPERTY ASSOCIATES LLC	07/01/2023	\$1,341.00
00038683	H00319	INFINITY RESIDENTIAL, INC	07/01/2023	\$1,032.00
00038684	H2984	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	07/01/2023	\$4,208.00
00038685	H00416	IP DEVELOPMENT COMPANY	07/01/2023	\$2,227.00
00038686	H00401	IRES PROPERTY MANAGEMENT INC	07/01/2023	\$3,770.00
00038687	H3801	IRVINE APARTMENT COMMUNITIES LP	07/01/2023	\$4,637.00
00038688	H4350	J & E ESTATES, LLC	07/01/2023	\$2,471.00

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00038689	H3402	JERRY JANESKI	07/01/2023	\$1,600.00
00038690	H4427	JD PROPERTY MANAGEMENT, INC	07/01/2023	\$2,895.00
00038691	H00428	JDJT BAO LLC	07/01/2023	\$1,325.00
00038692	H4716	NARIYA JEAN	07/01/2023	\$1,800.00
00038693	H3040	JENSEN SOMMERVILLE CONZELMAN	07/01/2023	\$1,917.00
00038694	H3165	JG & B CORPORATION	07/01/2023	\$7,915.00
00038695	H3266	JGK GARDEN GROVE, LP	07/01/2023	\$43,946.00
00038696	H2936	JGKALLINS INVESTMENTS, LP	07/01/2023	\$1,526.00
00038697	H2530	NATHAN D JOHNSON	07/01/2023	\$2,041.00
00038698	H4579	JOSEPH & KIM CORP	07/01/2023	\$1,823.00
00038699	H4557	JTM BAYOU, LLC	07/01/2023	\$1,879.00
00038700	H9029	LIN J JU	07/01/2023	\$2,926.00
00038701	H2595	FRED JU	07/01/2023	\$1,214.00
00038702	H4042	JUNG SUN NOH	07/01/2023	\$7,910.00
00038703	H4077	JUNG SUN NOH	07/01/2023	\$1,681.00
00038704	H4078	JUNG SUN NOH	07/01/2023	\$1,656.00
00038705	H00390	SABRINA MARIAM KADIR-FAN	07/01/2023	\$3,463.00
00038706	H4467	KAID MALINDA INVESTMENT INC	07/01/2023	\$2,296.00
00038707	H00258	KAID TAFT INVESTMENT INC	07/01/2023	\$1,973.00
00038708	H4482	JAIDEEP KAMAT	07/01/2023	\$1,732.00
00038709	H4758	JUN-WEI KAO	07/01/2023	\$507.00
00038710	H3320	KASHI TRUST	07/01/2023	\$9,218.00
00038711	H4767	KATELLA FAMILY HOUSING PARTNER	07/01/2023	\$1,373.00
00038712	H3771	KATELLA MOBILE HOME ESTATES	07/01/2023	\$921.00
00038713	H3721	KCM INVESTMENTS, LLC	07/01/2023	\$2,449.00
00038714	H4696	KD RENT	07/01/2023	\$3,960.00
00038715	H1018	LU-YONG KEH	07/01/2023	\$5,689.00
00038716	H4374	KEITH AND HOLLY CORPORATION	07/01/2023	\$2,379.00
00038717	H9030	ROBERT KELLEY	07/01/2023	\$4,810.00
00038718	H3113	KENSINGTON GARDENS	07/01/2023	\$962.00
00038719	H1535	DAN VAN KHA	07/01/2023	\$1,364.00
00038720	H1888	LINDA KHA	07/01/2023	\$2,323.00
00038721	H2423	CAM MY KHA	07/01/2023	\$2,209.00
00038722	H00441	KAREEM ULLA KHAN	07/01/2023	\$2,997.00

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00038723	H2624	SETH S KHEANG	07/01/2023	\$4,146.00
00038724	H3727	HENRY THAI KHUU	07/01/2023	\$1,480.00
00038725	H0890	DAVID S KIM	07/01/2023	\$954.00
00038726	H00436	LOAN P KIM	07/01/2023	\$1,336.00
00038727	H4527	MELVIN LEE KIM	07/01/2023	\$1,213.00
00038728	H9031	HARRY H KIM	07/01/2023	\$1,606.00
00038729	H9001	KING COUNTY HOUSING AUTHORITY	07/01/2023	\$17,552.01
00038730	H1797	KING INVESTMENT GROUP, INC	07/01/2023	\$6,574.00
00038731	H3591	BERNARD KING	07/01/2023	\$567.00
00038732	H3567	KENT M KITSELMAN	07/01/2023	\$1,551.00
00038733	H2960	MARILYN KLUNK	07/01/2023	\$2,769.00
00038734	H2460	KNK PROPERTIES	07/01/2023	\$10,096.00
00038735	H0082	EDWARD KUO	07/01/2023	\$887.00
00038736	H1193	EDWARD KUO	07/01/2023	\$1,251.00
00038737	H4804	SATOKO KURATA	07/01/2023	\$1,060.00
00038738	H4609	JOAQUIN KURZ	07/01/2023	\$3,106.00
00038739	H00302	LA COSTA	07/01/2023	\$3,600.00
00038740	H00381	LA RAMADA APARTMENTS HOMES	07/01/2023	\$1,818.00
00038741	H4737	TUYET B LA	07/01/2023	\$2,133.00
00038742	H4712	LADERA WNG II, LLC	07/01/2023	\$2,687.00
00038743	H3611	LAGUNA HILLS TRAVELODGE, LLC	07/01/2023	\$32,386.00
00038744	H3793	LAGUNA STREET APARTMENTS, LLC	07/01/2023	\$3,126.00
00038745	H4253	JULIE LALLY	07/01/2023	\$1,773.00
00038746	H3552	ANDRE LAM	07/01/2023	\$1,023.00
00038747	H00028	ANH LAN LAM	07/01/2023	\$1,969.00
00038748	H3711	CAM THI T LAM	07/01/2023	\$1,238.00
00038749	H1224	CHAU LAM	07/01/2023	\$5,735.00
00038750	H00045	CHRISTINE M LAM	07/01/2023	\$2,058.00
00038751	H00213	DAVID LAM	07/01/2023	\$1,804.00
00038752	H2396	HAI LAM	07/01/2023	\$5,393.00
00038753	H4631	HUNG LAM	07/01/2023	\$2,162.00
00038754	H00088	QUYHN GIAO LAM	07/01/2023	\$677.00
00038755	H00042	STEVEN LAM	07/01/2023	\$838.00
00038756	H2873	MAI LAM	07/01/2023	\$1,184.00

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00038757	H4454	LAMPLIGHTER VILLAGE APTS	07/01/2023	\$12,680.00
00038758	H4745	LAMPSON EP, LLC	07/01/2023	\$1,236.00
00038759	H4504	LAMY OANH, LLC	07/01/2023	\$6,262.00
00038760	H4663	LAS PALMAS APTS	07/01/2023	\$2,245.00
00038761	H4402	STEPHEN LAU	07/01/2023	\$3,001.00
00038762	H00151	CATHERINE LAZARAN	07/01/2023	\$1,801.00
00038763	H3945	JOHN LAZENBY	07/01/2023	\$2,449.00
00038764	H4471	LE MORNINGSIDE, LLC	07/01/2023	\$5,462.00
00038765	H4754	ANH LE	07/01/2023	\$3,102.00
00038766	H00153	BENJAMIN BAO LE	07/01/2023	\$1,875.00
00038767	H4421	BILL BQ LE	07/01/2023	\$1,780.00
00038768	H00104	CELINE LE	07/01/2023	\$2,142.00
00038769	H4133	HIEP THI LE	07/01/2023	\$3,050.00
00038770	H00179	HUONG THI LE	07/01/2023	\$1,548.00
00038771	H1258	JIMMY T LE	07/01/2023	\$2,420.00
00038772	H4555	JOHN LE	07/01/2023	\$2,125.00
00038773	H4142	JOHN TOAN LE	07/01/2023	\$3,602.00
00038774	H00375	KENT THANH LE	07/01/2023	\$1,869.00
00038775	H4462	LAN V LE	07/01/2023	\$393.00
00038776	H4319	LANH C LE	07/01/2023	\$2,034.00
00038777	H3796	LY PHUONG LE	07/01/2023	\$32.00
00038778	H00148	MAN MINH LE	07/01/2023	\$1,565.00
00038779	H3623	MICHAEL LE	07/01/2023	\$2,365.00
00038780	H00450	MICHAEL PHUC LE	07/01/2023	\$2,043.00
00038781	H0918	NANCY NGAT THI LE	07/01/2023	\$3,830.00
00038782	H0948	STEPHANIE THU LE	07/01/2023	\$5,480.00
00038783	H00209	TAI LE	07/01/2023	\$2,586.00
00038784	H00099	TAN LE	07/01/2023	\$1,407.00
00038785	H00214	THAM T LE	07/01/2023	\$1,673.00
00038786	H3661	THANH TIEN LE	07/01/2023	\$3,078.00
00038787	H00069	THOMAS T LE	07/01/2023	\$1,564.00
00038788	H00360	TRAN-QUOC LE	07/01/2023	\$1,929.00
00038789	H00202	TRINA TRINH LE	07/01/2023	\$1,518.00
00038790	H00135	TUYEN NIKKI LE	07/01/2023	\$261.00

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00038791	H0167	BAO GIA LE	07/01/2023	\$5,054.00
00038792	H2548	XAN NGOC LE	07/01/2023	\$1,034.00
00038793	H4547	LEMON GROVE, LP	07/01/2023	\$1,271.00
00038794	H1602	ROGER LEUNG	07/01/2023	\$2,157.00
00038795	H00440	LEXINGTON COURTYARD MANAGEMENT LLC	07/01/2023	\$1,148.00
00038796	H4002	SOL M LI	07/01/2023	\$1,820.00
00038797	H1533	DAVID LIN	07/01/2023	\$2,800.00
00038798	H4344	LINCOLN VILLAS APT HOMES, LLC	07/01/2023	\$8,742.00
00038799	H4592	LINCOLN WOODS APARTMENTS	07/01/2023	\$2,601.00
00038800	H1960	KATHERINE LITTON	07/01/2023	\$1,334.00
00038801	H2080	LLE, LLC	07/01/2023	\$639.00
00038802	H00090	LOGAN MT LLC	07/01/2023	\$2,097.00
00038803	H3888	TROY LONG, TU-ANH & DUONG	07/01/2023	\$1,197.00
00038804	H3311	CINDY W LOUIE	07/01/2023	\$2,332.00
00038805	H00143	KATHERINE LU	07/01/2023	\$1,726.00
00038806	H2120	QUYNH THUY LU	07/01/2023	\$3,268.00
00038807	H00177	CHRISTOPHER LAC LUONG	07/01/2023	\$947.00
00038808	H1424	KHANH LUONG	07/01/2023	\$1,502.00
00038809	H4603	LONG DUC LUONG	07/01/2023	\$1,102.00
00038810	H4157	TRA THI-PHUONG LUONG	07/01/2023	\$3,843.00
00038811	H4572	ALLEN LUU	07/01/2023	\$1,213.00
00038812	H4491	TUAN V LUU	07/01/2023	\$1,544.00
00038813	H4820	VIVIAN Q LUU	07/01/2023	\$2,180.00
00038814	H3696	XUYEN LUU	07/01/2023	\$2,158.00
00038815	H4669	ANDY LY	07/01/2023	\$2,421.00
00038816	H3717	DUC T LY	07/01/2023	\$681.00
00038817	H1613	MING LY	07/01/2023	\$1,836.00
00038818	H00166	MINH N LY	07/01/2023	\$1,395.00
00038819	H3754	TAN Q LY	07/01/2023	\$1,189.00
00038820	H3390	TRANH LY	07/01/2023	\$5,827.00
00038821	H4154	TUYEN X LY	07/01/2023	\$2,840.00
00038822	H00219	M FORTUNE LLC	07/01/2023	\$1,684.00
00038823	H00442	ANH KIM MA	07/01/2023	\$2,489.00
00038824	H00311	MEI CI MA	07/01/2023	\$1,695.00

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00038825	H1705	MAGIC LAMP MOBILE HOME PARK	07/01/2023	\$1,478.00
00038826	H00136	MAGNET SENIOR HOUSING PARTNERS LP C/O MONTAIRA	07/01/2023	\$1,988.00
00038827	H3201	ANN N MAI	07/01/2023	\$3,316.00
00038828	H00192	ANNIE MAI	07/01/2023	\$2,136.00
00038829	H4308	JENNIE THUY MAI	07/01/2023	\$4,553.00
00038830	H1499	LINDA MAI	07/01/2023	\$1,489.00
00038831	H00191	TUNG THANH MAI	07/01/2023	\$1,194.00
00038832	H2451	CHUCK MAI	07/01/2023	\$2,439.00
00038833	H4298	JAIMIE MAI-NGO	07/01/2023	\$1,658.00
00038834	H00341	LATA MAJITHIA	07/01/2023	\$1,926.00
00038835	H4539	KONSTANTINOS P MANDAS	07/01/2023	\$3,301.00
00038836	H4796	HARALAMBOS & GEORGIA MANTAS	07/01/2023	\$2,109.00
00038837	H4818	LLOYD MANTONG	07/01/2023	\$966.00
00038838	H6865	MARIPOSA PROPERTIES	07/01/2023	\$1,712.00
00038839	H00443	SUZANNE MATHERLY	07/01/2023	\$2,947.00
00038840	H4816	MATTAR REAL ESTATE INVESTMENT	07/01/2023	\$821.00
00038841	H7370	LEOPOLD MAYER	07/01/2023	\$2,903.00
00038842	H2135	JOHN MC GOFF	07/01/2023	\$915.00
00038843	H00318	MCCOMBER CREEK LLC	07/01/2023	\$3,890.00
00038844	H00407	JAMES M MCGOUGALL	07/01/2023	\$1,784.00
00038845	H2842	GRACE OR GERALD MCGRATH	07/01/2023	\$1,443.00
00038846	H8490	GRACE OR GERALD MCGRATH	07/01/2023	\$2,616.00
00038847	H00269	MCP KENSINGTON LP	07/01/2023	\$1,305.00
00038848	H4793	MEAGHER FAMILY BYPASS TRUST	07/01/2023	\$821.00
00038849	H1653	MANH MEAK	07/01/2023	\$1,736.00
00038850	H4435	JAGDISH P MEHTA	07/01/2023	\$1,306.00
00038851	H00465	MERRIMAC WAY APARTMENTS	07/01/2023	\$4,333.00
00038852	H2110	MIDWAY INTEREST, LP	07/01/2023	\$8,925.00
00038853	H2638	MIKE & KATHY LEE, LP	07/01/2023	\$3,557.00
00038854	H4814	MITTAL LEGACY, LP	07/01/2023	\$4,182.00
00038855	H00205	JOHN MKHAIL	07/01/2023	\$1,560.00
00038856	H3256	MONARCH POINTE	07/01/2023	\$2,075.00
00038857	H3534	ANTHONY MONTEBELLO	07/01/2023	\$1,276.00

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00038858	H2976	MONTECITO VISTA APT HOMES	07/01/2023	\$2,019.00
00038859	H0780	MONTEJO APARTMENTS	07/01/2023	\$1,970.00
00038860	H4658	BACH MORALES	07/01/2023	\$2,223.00
00038861	H4715	MORNINGSIDE APTS, LLC	07/01/2023	\$10,606.00
00038862	H00154	MT VERNON APARTMENTS	07/01/2023	\$1,427.00
00038863	H00350	JEFFREY MULLEN	07/01/2023	\$838.00
00038864	H00077	RANDALL MYCORN	07/01/2023	\$647.00
00038865	H00145	STEVEN B NACHAM	07/01/2023	\$1,251.00
00038866	H00470	ED NAJJARINE	07/01/2023	\$4,025.00
00038867	H00403	NAM VIET A - U.S.	07/01/2023	\$30,750.00
00038868	H2622	PATRICK NAMSINH	07/01/2023	\$2,140.00
00038869	H3834	NEW HORIZONVIEW, LLC	07/01/2023	\$1,635.00
00038870	H3865	NEW KENYON APARTMENTS, LLC	07/01/2023	\$1,526.00
00038871	H00383	NEW TAMERLANE LLC DBA TAMERLANE APARTMENTS	07/01/2023	\$3,721.00
00038872	H4029	NEWPORT ESTATE EXPANSION, LLC	07/01/2023	\$1,760.00
00038873	H2745	DALE XUAN NGHIEM	07/01/2023	\$1,209.00
00038874	H3956	DANIEL NGHIEM	07/01/2023	\$25,346.00
00038875	H00460	HONG NGO	07/01/2023	\$1,641.00
00038876	H3630	HONG DIEP LE NGO	07/01/2023	\$906.00
00038877	H4184	KIM NGO	07/01/2023	\$950.00
00038878	H0314	LOC T NGO	07/01/2023	\$492.00
00038879	H2386	MARY NGO	07/01/2023	\$6,890.00
00038880	H00196	MIMI T NGO	07/01/2023	\$1,301.00
00038881	H4550	TAMMY NGO	07/01/2023	\$1,284.00
00038882	H0408	NGUYEN'S FAMILY INVESTMENTS, LP	07/01/2023	\$5,290.00
00038883	H4691	AN MANH NGUYEN	07/01/2023	\$2,185.00
00038884	H4719	ANA-KARINA A NGUYEN	07/01/2023	\$1,714.00
00038885	H4645	ANDREA NGUYEN	07/01/2023	\$1,288.00
00038886	H3734	ANDREW Q NGUYEN	07/01/2023	\$2,797.00
00038887	H4401	ANH NGUYEN	07/01/2023	\$2,029.00
00038888	H1938	ANH-DAO NGUYEN	07/01/2023	\$1,284.00
00038889	H3749	ANTHONY NGUYEN	07/01/2023	\$1,493.00
00038890	H00176	BICH LIEN T NGUYEN	07/01/2023	\$1,498.00
00038891	H1457	BINH NGOC NGUYEN	07/01/2023	\$3,327.00

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00038892	H1430	BINH QUOC NGUYEN	07/01/2023	\$3,018.00
00038893	H3958	BRIAN BAO-KHA NGUYEN	07/01/2023	\$3,305.00
00038894	H4297	CALVIN H NGUYEN	07/01/2023	\$2,450.00
00038895	H00276	CAM NGUYEN	07/01/2023	\$1,226.00
00038896	H00111	CHARLES NGUYEN	07/01/2023	\$1,869.00
00038897	H00339	CHIEU-ANH NGUYEN	07/01/2023	\$1,450.00
00038898	H4511	CHRISTINE NGUYEN	07/01/2023	\$1,817.00
00038899	H00459	CHRISTINE CHAU NGUYEN	07/01/2023	\$2,702.00
00038900	H2274	CHRISTOPHER NGUYEN	07/01/2023	\$1,770.00
00038901	H3777	CHUONG NGUYEN	07/01/2023	\$1,383.00
00038902	H00304	CINDY L NGUYEN	07/01/2023	\$432.00
00038903	H9043	CUONG NGUYEN	07/01/2023	\$4,249.00
00038904	H4641	DAN NGUYEN	07/01/2023	\$1,476.00
00038905	H4569	DAT NGUYEN	07/01/2023	\$1,906.00
00038906	H4015	LOAN T NGUYEN, DAVID / HA	07/01/2023	\$1,815.00
00038907	H1881	DIEM-THUY NGUYEN	07/01/2023	\$2,086.00
00038908	H4558	DONG NGUYEN	07/01/2023	\$1,355.00
00038909	H4679	DUNG KIM NGUYEN	07/01/2023	\$1,856.00
00038910	H3872	DUONG NGUYEN	07/01/2023	\$1,751.00
00038911	H1143	DZUNG DAN NGUYEN	07/01/2023	\$2,737.00
00038912	H2551	ERIC NGUYEN	07/01/2023	\$1,694.00
00038913	H3910	FRANK M NGUYEN	07/01/2023	\$1,562.00
00038914	H4621	HANG NGUYEN	07/01/2023	\$2,418.00
00038915	H3953	HANH V NGUYEN	07/01/2023	\$1,899.00
00038916	H3370	HAO & HUONG T NGUYEN	07/01/2023	\$1,184.00
00038917	H00234	HENRY HAO VAN NGUYEN	07/01/2023	\$2,782.00
00038918	H1446	JOSEPH NGUYEN, HOA THI OR NGUYEN	07/01/2023	\$11,083.00
00038919	H4460	HUAN NGOC NGUYEN	07/01/2023	\$1,568.00
00038920	H4479	HUE THI NGUYEN	07/01/2023	\$2,278.00
00038921	H3276	HUNG NGUYEN	07/01/2023	\$2,869.00
00038922	H00272	HUNG T NGUYEN	07/01/2023	\$1,542.00
00038923	H3870	TIEN D NGUYEN, HUONG THY OR PHAM	07/01/2023	\$3,329.00
00038924	H00039	JANET NGUYEN	07/01/2023	\$3,678.00
00038925	H3242	JEANNIE NGUYEN	07/01/2023	\$1,636.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00038926	H00245	JOHN NGUYEN	07/01/2023	\$1,757.00
00038927	H3241	JULIE NGUYEN	07/01/2023	\$1,502.00
00038928	H4697	KEVIN NGUYEN	07/01/2023	\$1,718.00
00038929	H4285	KHAI HUE NGUYEN	07/01/2023	\$2,348.00
00038930	H3497	KHANH DANG NGUYEN	07/01/2023	\$1,282.00
00038931	H3149	KIEN NGUYEN	07/01/2023	\$5,659.00
00038932	H4652	KIEN THI NGUYEN	07/01/2023	\$1,775.00
00038933	H3919	KIMCHI THI NGUYEN	07/01/2023	\$591.00
00038934	H4713	LAN HUONG NGUYEN	07/01/2023	\$2,250.00
00038935	H4195	LANIE NGUYEN	07/01/2023	\$4,381.00
00038936	H4700	LE B NGUYEN	07/01/2023	\$1,960.00
00038937	H00451	LIEM Q NGUYEN	07/01/2023	\$1,496.00
00038938	H00255	LIEN B NGUYEN	07/01/2023	\$1,463.00
00038939	H1687	LINDA NGUYEN	07/01/2023	\$3,941.00
00038940	H4079	LINDA LIEN NGUYEN	07/01/2023	\$1,653.00
00038941	H4623	LINDA MAI NGUYEN	07/01/2023	\$1,657.00
00038942	H00363	LINH NGOC NGUYEN	07/01/2023	\$2,225.00
00038943	H2331	LONG HUYEN DAC NGUYEN	07/01/2023	\$4,597.00
00038944	H4478	LUONG NGUYEN	07/01/2023	\$1,747.00
00038945	H00165	LUU PHUONG NGUYEN	07/01/2023	\$2,647.00
00038946	H1380	LYNDA NGUYEN	07/01/2023	\$1,475.00
00038947	H2391	MAN M NGUYEN	07/01/2023	\$1,377.00
00038948	H3526	MICHAEL THANG NGUYEN	07/01/2023	\$2,337.00
00038949	H00307	MICHELLE NGUYEN	07/01/2023	\$4,459.00
00038950	H4738	MINH NGUYEN	07/01/2023	\$1,759.00
00038951	H00040	MY DUNG THI NGUYEN	07/01/2023	\$1,475.00
00038952	H3170	MYRA D NGUYEN	07/01/2023	\$1,420.00
00038953	H1717	NANCY NGUYEN	07/01/2023	\$9,437.00
00038954	H3713	NANCY NGUYEN	07/01/2023	\$1,571.00
00038955	H00122	NATHAN V NGUYEN	07/01/2023	\$1,563.00
00038956	H1899	NGHI NGUYEN	07/01/2023	\$2,103.00
00038957	H00448	NGHIEM NGUYEN	07/01/2023	\$1,654.00
00038958	H4744	NGOC NGUYEN	07/01/2023	\$1,905.00
00038959	H4469	OSCAR THUAN NGUYEN	07/01/2023	\$2,408.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00038960	H4423	PETER NGUYEN	07/01/2023	\$4,226.00
00038961	H00068	PHUC T NGUYEN	07/01/2023	\$1,906.00
00038962	H00298	PHUONG T NGUYEN	07/01/2023	\$1,769.00
00038963	H2197	PHUONG MY THI NGUYEN	07/01/2023	\$9,064.00
00038964	H00340	PHUONG N NGUYEN	07/01/2023	\$1,288.00
00038965	H3853	QUANG M NGUYEN	07/01/2023	\$1,136.00
00038966	H4680	SHAWN B NGUYEN	07/01/2023	\$2,063.00
00038967	H4559	SKY NGUYEN	07/01/2023	\$3,395.00
00038968	H4118	STEVE NGUYEN	07/01/2023	\$1,721.00
00038969	H3425	STEVEN NGUYEN	07/01/2023	\$1,124.00
00038970	H4670	STEVEN NGUYEN	07/01/2023	\$1,842.00
00038971	H4340	STEVENS NGUYEN	07/01/2023	\$1,824.00
00038972	H00262	TAI ANH NGUYEN	07/01/2023	\$1,721.00
00038973	H00439	TAI PHUOC NGUYEN	07/01/2023	\$1,815.00
00038974	H3317	TAM N NGUYEN	07/01/2023	\$1,310.00
00038975	H00348	TAM-TRUNG NGUYEN	07/01/2023	\$1,404.00
00038976	H3373	THAI DUC NGUYEN	07/01/2023	\$2,229.00
00038977	H4586	THANG XUAN NGUYEN	07/01/2023	\$961.00
00038978	H00059	THANH-HAI NGUYEN	07/01/2023	\$1,510.00
00038979	H3978	THANH-LE NGUYEN	07/01/2023	\$1,653.00
00038980	H3313	THANH-NHAN NGUYEN	07/01/2023	\$1,480.00
00038981	H00281	THIEN NGUYEN	07/01/2023	\$1,781.00
00038982	H00239	THIEU KIM NGUYEN	07/01/2023	\$1,769.00
00038983	H4749	THOMAS NGUYEN	07/01/2023	\$2,434.00
00038984	H4734	THU-DUNG TRAN NGUYEN	07/01/2023	\$1,754.00
00038985	H1302	THUY NGUYEN	07/01/2023	\$1,235.00
00038986	H3331	THUYHUONG THI NGUYEN	07/01/2023	\$1,330.00
00038987	H9045	TIEP NGUYEN	07/01/2023	\$2,024.00
00038988	H00046	TIM NGUYEN	07/01/2023	\$1,187.00
00038989	H00409	TIM NGUYEN	07/01/2023	\$1,544.00
00038990	H2473	TIMMY NGUYEN	07/01/2023	\$3,302.00
00038991	H00126	TOM NGUYEN	07/01/2023	\$1,780.00
00038992	H4349	TRACY TRUC NGUYEN	07/01/2023	\$1,165.00
00038993	H4805	TRAM ANH NGUYEN	07/01/2023	\$1,902.00

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00038994	H00086	TRINH NGUYEN	07/01/2023	\$1,933.00
00038995	H3469	TUAN HOANG NGUYEN	07/01/2023	\$1,541.00
00038996	H4243	TUAN NGOC NGUYEN	07/01/2023	\$1,054.00
00038997	H3737	TUNG QUOC NGUYEN	07/01/2023	\$84.00
00038998	H4643	TUYET MAI NGUYEN	07/01/2023	\$1,141.00
00038999	H1937	TUYET TRINH NGUYEN	07/01/2023	\$1,619.00
00039000	H4166	TUYET TRINH NGUYEN	07/01/2023	\$913.00
00039001	H4766	UYEN NGUYEN	07/01/2023	\$1,407.00
00039002	H3655	VAN HUY NGUYEN	07/01/2023	\$2,017.00
00039003	H3852	SOAN P NGUYEN, VANANH & DO	07/01/2023	\$404.00
00039004	H4570	VIVIAN NGUYEN	07/01/2023	\$548.00
00039005	H4755	NGUYEN, VY & THI	07/01/2023	\$1,585.00
00039006	H00468	WINSTON NGUYEN	07/01/2023	\$1,606.00
00039007	H4630	YVONNE QUYEN NGUYEN	07/01/2023	\$1,797.00
00039008	H2501	CANG NGUYEN	07/01/2023	\$1,450.00
00039009	H2550	CUONG CHI NGUYEN	07/01/2023	\$3,278.00
00039010	H2337	DUNG VAN NGUYEN	07/01/2023	\$1,212.00
00039011	H3012	HAN NGUYEN	07/01/2023	\$957.00
00039012	H1766	HUNG C NGUYEN	07/01/2023	\$2,170.00
00039013	H3061	HUY NGUYEN	07/01/2023	\$2,677.00
00039014	H2956	JAMES NGUYEN	07/01/2023	\$1,325.00
00039015	H1552	LAN PHUONG THI NGUYEN	07/01/2023	\$2,757.00
00039016	H2409	LAN-NGOC NGUYEN	07/01/2023	\$1,783.00
00039017	H3086	LANI LAN T NGUYEN	07/01/2023	\$1,099.00
00039018	H2812	MINH NGOC NGUYEN	07/01/2023	\$1,625.00
00039019	H2511	PERRY NGUYEN	07/01/2023	\$1,467.00
00039020	H2610	THANH-TUYEN NGUYEN	07/01/2023	\$1,430.00
00039021	H2479	THINH THI NGUYEN	07/01/2023	\$8,321.00
00039022	H2561	TIFFANY NGUYEN	07/01/2023	\$3,530.00
00039023	H2912	XUAN YEN NGUYEN	07/01/2023	\$5,474.00
00039024	H00218	NH SEABREEZE LLC	07/01/2023	\$1,965.00
00039025	H00168	NNT PROPERTIES 4 LLC	07/01/2023	\$2,209.00
00039026	H00029	NOGAL FELIZ APARTMENTS	07/01/2023	\$1,747.00
00039027	H3952	NORMANDY APARTMENTS, LLC	07/01/2023	\$1,170.00

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00039028	H3404	NORTHWOOD PLACE	07/01/2023	\$5,024.00
00039029	H00198	NOVAVILLE LLC	07/01/2023	\$5,628.00
00039030	H4597	JOHN OMDAHL	07/01/2023	\$1,810.00
00039031	H00158	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	07/01/2023	\$1,853.00
00039032	H00161	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	07/01/2023	\$1,613.00
00039033	H00162	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	07/01/2023	\$4,521.00
00039034	H00163	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	07/01/2023	\$14,212.00
00039035	H00164	ORANGE COUNTY COMMUNITY HOUSING CORPORATION	07/01/2023	\$8,103.00
00039036	H00412	ORANGE PLAZA APARTMENTS LLC	07/01/2023	\$1,995.00
00039037	H1622	ORANGE TREE APTS	07/01/2023	\$13,267.00
00039038	H4761	ORRWAY APTS HOMES, LLC	07/01/2023	\$470.00
00039039	H00345	STEVE ORTLOFF	07/01/2023	\$2,659.00
00039040	H2516	SUIKO OZAKI	07/01/2023	\$1,795.00
00039041	H4495	P & J PROPERTY MANAGEMENT	07/01/2023	\$3,193.00
00039042	H1776	BRADRAKUMAR L PAHU	07/01/2023	\$2,688.00
00039043	H00447	HOPE PAK	07/01/2023	\$5,010.00
00039044	H1328	PALM ISLAND	07/01/2023	\$12,833.00
00039045	H4644	PALMA VISTA APTS, LLC	07/01/2023	\$1,581.00
00039046	H4477	PARISIAN APARTMENTS, LP	07/01/2023	\$1,456.00
00039047	H00395	PARK CENTER PLACE	07/01/2023	\$2,048.00
00039048	H00296	A CA LP PARK CITY APARTMENTS	07/01/2023	\$2,037.00
00039049	H4487	PARK LANDING APARTMENTS	07/01/2023	\$2,512.00
00039050	H0254	PARK STANTON PLACE LP	07/01/2023	\$7,833.00
00039051	H4307	JIN PARK	07/01/2023	\$1,756.00
00039052	H8794	PATEL DILIP M	07/01/2023	\$7,235.00
00039053	H3249	SMITA DIPAK PATEL	07/01/2023	\$1,088.00
00039054	H3111	PELICAN INVESTMENTS #6, LLC	07/01/2023	\$2,900.00
00039055	H4370	PELICAN INVESTMENTS #8, LLC	07/01/2023	\$2,392.00
00039056	H3544	PELICAN INVESTMENTS, LLC	07/01/2023	\$254.00
00039057	H00222	AGNES PHAM	07/01/2023	\$1,613.00
00039058	H4176	BINH Q PHAM	07/01/2023	\$1,676.00
00039059	H4210	CAROLINE PHAM	07/01/2023	\$2,936.00
00039060	H3408	CHIEN DINH PHAM	07/01/2023	\$2,166.00
00039061	H1651	DAVID DUNG PHAM	07/01/2023	\$7,660.00

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00039062	H9709	DAVID LINH PHAM	07/01/2023	\$2,481.00
00039063	H00368	DUY HOANG PHAM	07/01/2023	\$2,942.00
00039064	H3912	HIEU PHAM	07/01/2023	\$2,034.00
00039065	H1080	HOANG PHAM	07/01/2023	\$4,587.00
00039066	H00357	HONG V PHAM	07/01/2023	\$1,423.00
00039067	H00330	HUNG T PHAM	07/01/2023	\$1,984.00
00039068	H1971	KHANH CONG PHAM	07/01/2023	\$2,002.00
00039069	H1117	LUCY PHAM, KIM ANH OR PHAM	07/01/2023	\$4,113.00
00039070	H0788	LAN VAN PHAM	07/01/2023	\$2,920.00
00039071	H4095	LIEN PHAM	07/01/2023	\$1,490.00
00039072	H00089	LILY H PHAM	07/01/2023	\$1,168.00
00039073	H4033	NGHIA PHAM	07/01/2023	\$2,250.00
00039074	H4724	NHAC T PHAM	07/01/2023	\$1,739.00
00039075	H4683	PAULINE TRAM PHAM	07/01/2023	\$2,008.00
00039076	H3773	PHUONG T PHAM	07/01/2023	\$1,424.00
00039077	H4501	QUYNH GIAO PHAM	07/01/2023	\$1,532.00
00039078	H3786	QUYNH-ANH HOANG PHAM	07/01/2023	\$1,817.00
00039079	H00400	SOPHIA PHAM	07/01/2023	\$2,897.00
00039080	H00275	TAM T PHAM	07/01/2023	\$2,084.00
00039081	H00432	THIEN PHAM	07/01/2023	\$1,657.00
00039082	H2255	TIM PHAM	07/01/2023	\$3,871.00
00039083	H4651	TRANG PHAM	07/01/2023	\$4,511.00
00039084	H2065	TRI PHAM	07/01/2023	\$2,127.00
00039085	H4593	TRUONG TAI PHAM	07/01/2023	\$2,063.00
00039086	H4105	TUAN A PHAM	07/01/2023	\$1,972.00
00039087	H3880	VAN LOAN THI PHAM	07/01/2023	\$1,239.00
00039088	H4503	VERONIQUE PHAM	07/01/2023	\$1,646.00
00039089	H3967	VU PHAM	07/01/2023	\$1,502.00
00039090	H2328	XUANNHA T PHAM	07/01/2023	\$1,730.00
00039091	H0595	HAI MINH PHAM	07/01/2023	\$12,801.00
00039092	H1932	HELEN PHAM	07/01/2023	\$1,187.00
00039093	H1851	LOAN ANH THI PHAM	07/01/2023	\$1,502.00
00039094	H0651	QUANG PHAM	07/01/2023	\$2,549.00
00039095	H4685	KATHY PHAN	07/01/2023	\$2,640.00

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00039096	H4188	OANH PHAN	07/01/2023	\$4,346.00
00039097	H4781	STEVEN PHAN	07/01/2023	\$1,511.00
00039098	H4408	TAMMY PHAN	07/01/2023	\$1,508.00
00039099	H3820	THANH T PHAN	07/01/2023	\$198.00
00039100	H00232	WILSON M PHAN	07/01/2023	\$1,595.00
00039101	H3257	DON PHAN	07/01/2023	\$1,368.00
00039102	H1101	TOAN CONG PHAN	07/01/2023	\$1,187.00
00039103	H00225	VICKY T PHAN-VO	07/01/2023	\$1,683.00
00039104	H3698	ART S PHARN	07/01/2023	\$1,941.00
00039105	H00141	PHOENIX PREMIER LLC	07/01/2023	\$3,377.00
00039106	H2863	PINE TREE PROPERTY, LLC	07/01/2023	\$1,906.00
00039107	H3505	PJP PROPERTIES, LLC	07/01/2023	\$1,481.00
00039108	H00418	PLACENTIA 422 LP	07/01/2023	\$1,779.00
00039109	H00231	PLATINUM TRI BLOC LLC	07/01/2023	\$1,731.00
00039110	H1493	PLAZA PATRIA COURT LTD	07/01/2023	\$1,471.00
00039111	H3769	PNB GREEN EXPANSION MGMT, LLC	07/01/2023	\$4,875.00
00039112	H4795	POST STERLING COURT, LP	07/01/2023	\$1,416.00
00039113	H00434	PRINCE ACACIAWOOD PROPERTY LLC	07/01/2023	\$1,350.00
00039114	H3668	PRINCE NEW HORIZON VILLAGE	07/01/2023	\$5,563.00
00039115	H00194	QN INVESTMENT LLC	07/01/2023	\$14,376.00
00039116	H4306	SAN T QUACH	07/01/2023	\$1,389.00
00039117	H3994	DERRICK WILLIAM QUAN	07/01/2023	\$1,818.00
00039118	H4620	JEANNIE QUAN	07/01/2023	\$523.00
00039119	H4357	VAN-LAN QUAN	07/01/2023	\$4,967.00
00039120	H1448	GARY L QUINN	07/01/2023	\$767.00
00039121	H00335	RAINTREE BROOKS LP	07/01/2023	\$1,898.00
00039122	H00169	RANCHO MONTEREY APARTMENTS	07/01/2023	\$5,022.00
00039123	H0978	RAVART PACIFIC, LP	07/01/2023	\$1,249.00
00039124	H3808	RAVENWOOD PROPERTIES, LLC	07/01/2023	\$3,179.00
00039125	H4801	RBJ INVESTMENTS CORP	07/01/2023	\$1,324.00
00039126	H00285	REAL ESTATE SOURCE	07/01/2023	\$1,669.00
00039127	H00367	RED CORAL LLC	07/01/2023	\$1,299.00
00039128	H3184	ROGER LEE REED	07/01/2023	\$2,858.00
00039129	H3573	REO INTERNATIONAL CORPORATION	07/01/2023	\$3,852.00

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00039130	H4932	RAYMOND REYES	07/01/2023	\$533.00
00039131	H1100	ROBERTA APTS, LP	07/01/2023	\$2,458.00
00039132	H00425	PATRICIA A RODRIGUEZ	07/01/2023	\$2,554.00
00039133	H00266	BRADLEY A ROMSTEDT	07/01/2023	\$1,499.00
00039134	H3631	CHARLENE ROSSIGNOL	07/01/2023	\$1,115.00
00039135	H00128	RUSSELL REAL ESTATE LLC	07/01/2023	\$3,159.00
00039136	H00203	S & P PACIFIC PROPERTIES LLC	07/01/2023	\$4,349.00
00039137	H1149	MIHRAN SABUNJIAN	07/01/2023	\$13,425.00
00039138	H00246	SAGE PARK CA LP	07/01/2023	\$1,235.00
00039139	H00324	FARZANEH SAJADIEH	07/01/2023	\$3,540.00
00039140	H4231	SALSOL PROPERTIES, LLC	07/01/2023	\$1,320.00
00039141	H00305	SAN CARLOS	07/01/2023	\$8,847.00
00039142	H4681	SAN MARINO	07/01/2023	\$449.00
00039143	H00097	SAN MIGUEL APTS / SAN MIGUEL PROPERTIES LP	07/01/2023	\$1,293.00
00039144	H00174	CYNTHIA SANCHEZ	07/01/2023	\$1,228.00
00039145	H0858	PAT SARGENT	07/01/2023	\$1,553.00
00039146	H3340	JILL ANN SCHLEIFER	07/01/2023	\$3,589.00
00039147	H00187	SCOTT G JOE C/O PACIFIC TRUST MANAGEMENT	07/01/2023	\$1,119.00
00039148	H4485	SCWJ, LLC	07/01/2023	\$1,777.00
00039149	H4072	SERRANO WOODS, LP	07/01/2023	\$344.00
00039150	H00228	MARY E SHEN	07/01/2023	\$1,863.00
00039151	H00103	DAHNING SHIH	07/01/2023	\$2,125.00
00039152	H3699	SHREEVES PROPERTIES, LLC	07/01/2023	\$4,538.00
00039153	H00365	ANTHONY AND PATIENCE SHUTTS	07/01/2023	\$1,900.00
00039154	H3779	IRV D SIGEL	07/01/2023	\$1,790.00
00039155	H4150	SILVER COVE APARTMENTS, LP	07/01/2023	\$2,343.00
00039156	H4451	IRVIN SILVERSTEIN	07/01/2023	\$1,033.00
00039157	H1182	SINGING TREE	07/01/2023	\$1,475.00
00039158	H3459	BAY SIU	07/01/2023	\$1,623.00
00039159	H00293	SOBER SOLUTIONS	07/01/2023	\$1,805.00
00039160	H4778	SOCP, LLC	07/01/2023	\$944.00
00039161	H00243	SOMMERVILLE CONZELMAN CO LP	07/01/2023	\$5,987.00
00039162	H00288	JENNIFER SON	07/01/2023	\$1,940.00
00039163	H00055	LLC SOUTHCOAST CAPITAL HOLDINGS	07/01/2023	\$134.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00039164	H1686	JAMES SPEARS	07/01/2023	\$2,629.00
00039165	H00244	SPICY LIVING LLC	07/01/2023	\$3,638.00
00039166	H4145	SPRINGDALE STREET APARTMENTS	07/01/2023	\$2,810.00
00039167	H3835	SPRINGSIDE, LLC	07/01/2023	\$13,076.00
00039168	H00337	STANDARD HERITAGE ANAHEIM OWNER LP	07/01/2023	\$1,923.00
00039169	H4458	TRUST STANLEY A SIROTT	07/01/2023	\$1,872.00
00039170	H3038	STANTON GROUP THREE, LLC	07/01/2023	\$3,741.00
00039171	H4566	STANTON GROUP, LLC	07/01/2023	\$1,182.00
00039172	H1277	STEWART PROPERTIES	07/01/2023	\$1,585.00
00039173	H00142	PATRICIA J STEWART	07/01/2023	\$1,932.00
00039174	H0403	ERICA STIDHAM	07/01/2023	\$6,365.00
00039175	H00462	STRATTFORD WINSTON LLC	07/01/2023	\$1,128.00
00039176	H00297	THUY NHIEU STRICKLAND	07/01/2023	\$1,867.00
00039177	H0359	STUART DRIVE/ROSE GARDEN APTS	07/01/2023	\$112,612.00
00039178	H1147	UN SU	07/01/2023	\$3,075.00
00039179	H2049	SUNGROVE SENIOR APTS	07/01/2023	\$23,504.00
00039180	H3805	SUNNYGATE, LLC	07/01/2023	\$14,456.00
00039181	H00108	SUNRISE APARTMENT HOMES	07/01/2023	\$2,744.00
00039182	H3766	SUNRISE VILLAGE PROPERTIES, LLC	07/01/2023	\$9,005.00
00039183	H4484	EMILE J SWEIDA	07/01/2023	\$1,424.00
00039184	H00170	EVELYN SY	07/01/2023	\$1,995.00
00039185	H4543	SYCAMORE COURT APARTMENTS	07/01/2023	\$13,883.00
00039186	H4449	VINH TA	07/01/2023	\$1,195.00
00039187	H4081	ALI TAHAMI	07/01/2023	\$1,963.00
00039188	H00094	TAMARACK WOODS A CALIFORNIA LP	07/01/2023	\$2,442.00
00039189	H3432	ENLIANG T TANG	07/01/2023	\$1,582.00
00039190	H00268	TARA HILL APARTMENT	07/01/2023	\$2,050.00
00039191	H00229	TDDM INVESTMENTS CORP	07/01/2023	\$2,913.00
00039192	H3527	TDT WASHINGTON, LLC	07/01/2023	\$4,128.00
00039193	H4653	TH 12622 MORNINGSIDE, LLC	07/01/2023	\$1,757.00
00039194	H2875	HENRY THACH	07/01/2023	\$2,764.00
00039195	H4731	LYNN THAI	07/01/2023	\$1,540.00
00039196	H00185	JAI PAUL THAKUR	07/01/2023	\$889.00
00039197	H00076	THE ARBORS-LAKE FOREST OWNER LLC	07/01/2023	\$1,368.00

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00039198	H00052	THE CAMBRIDGE	07/01/2023	\$3,941.00
00039199	H00445	THE EDWARD APARTMENTS LLC	07/01/2023	\$1,418.00
00039200	H4391	THE FLORENTINE APTS	07/01/2023	\$1,741.00
00039201	H4759	THE KELVIN APARTMENTS	07/01/2023	\$1,472.00
00039202	H4390	THE MEDITERRANEAN APTS	07/01/2023	\$1,124.00
00039203	H4591	THE PALM GARDEN APTS LP	07/01/2023	\$1,385.00
00039204	H1007	THE ROSE GARDEN APTS	07/01/2023	\$14,585.00
00039205	H4633	THSW PARTNERS, LLC	07/01/2023	\$6,162.00
00039206	H3260	ANA MARIA THULSIRAJ	07/01/2023	\$1,190.00
00039207	H00053	TIC INVESTMENT COMPANY LLC	07/01/2023	\$4,082.00
00039208	H00062	TIC INVESTMENT COMPANY	07/01/2023	\$4,553.00
00039209	H00422	TIC INVESTMENT COMPANY LLC	07/01/2023	\$2,041.00
00039210	H4599	TIC INVESTMENT COMPANY, LLC	07/01/2023	\$1,705.00
00039211	H4600	TIC INVESTMENT COMPANY, LLC	07/01/2023	\$3,736.00
00039212	H4720	TIC INVESTMENT COMPANY, LLC	07/01/2023	\$2,537.00
00039213	H00060	TIC INVESTMENT LLC	07/01/2023	\$593.00
00039214	H00308	TJAC-PI LLC	07/01/2023	\$5,543.00
00039215	H4494	TLHA DOTY, LLC	07/01/2023	\$3,247.00
00039216	H4219	TLHA PALM, LLC	07/01/2023	\$1,823.00
00039217	H00207	TN INVESTMENTS GROUP LLC	07/01/2023	\$3,490.00
00039218	H00334	TN INVESTMENTS GROUP LLC	07/01/2023	\$4,538.00
00039219	H00378	TN INVESTMENTS GROUP LLC	07/01/2023	\$2,237.00
00039220	H00455	TN INVESTMENTS GROUP LLC	07/01/2023	\$1,435.00
00039221	H3827	TN INVESTMENTS GROUP, LLC	07/01/2023	\$13,565.00
00039222	H3828	TN INVESTMENTS GROUP, LLC	07/01/2023	\$1,437.00
00039223	H3829	TN INVESTMENTS GROUP, LLC	07/01/2023	\$1,545.00
00039224	H3831	TN INVESTMENTS GROUP, LLC	07/01/2023	\$1,539.00
00039225	H3939	TN INVESTMENTS PROPERTIES, LLC	07/01/2023	\$17,741.00
00039226	H4753	TNL PROPERTY, LLC	07/01/2023	\$2,451.00
00039227	H1212	KIMTRUNG THI TO	07/01/2023	\$832.00
00039228	H0855	VAN THU TO	07/01/2023	\$6,522.00
00039229	H4492	TOC TOC, LLC	07/01/2023	\$3,817.00
00039230	H00189	TRUSTEE TOMMY YING TUAN	07/01/2023	\$1,281.00
00039231	H1454	KHANH TON	07/01/2023	\$802.00

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00039232	H3377	TAP THAT TON	07/01/2023	\$2,075.00
00039233	H00444	NANCY YAPING TONG	07/01/2023	\$1,916.00
00039234	H3902	TOPADVANCED, LLC	07/01/2023	\$3,544.00
00039235	H00370	TOWNE CENTRE AT ORANGE	07/01/2023	\$1,945.00
00039236	H00178	TR ENTERPRISE LLC	07/01/2023	\$1,585.00
00039237	H1789	TRAN'S APARTMENTS	07/01/2023	\$5,462.00
00039238	H4099	ANDREW TRAN	07/01/2023	\$425.00
00039239	H4407	ANDREW TRAN	07/01/2023	\$1,980.00
00039240	H7723	ANH TUYET T TRAN	07/01/2023	\$1,837.00
00039241	H4727	ANNA THI TRAN	07/01/2023	\$1,159.00
00039242	H4012	CATHY TRAN	07/01/2023	\$1,754.00
00039243	H00156	DAT DOAN TRAN	07/01/2023	\$1,166.00
00039244	H00392	DUC M TRAN	07/01/2023	\$1,805.00
00039245	H3577	EDWARD T TRAN	07/01/2023	\$1,583.00
00039246	H2027	FREDERICK M TRAN	07/01/2023	\$1,213.00
00039247	H00102	HELENA TRAN	07/01/2023	\$1,896.00
00039248	H3646	HENRY TRAN	07/01/2023	\$1,178.00
00039249	H1203	JACLYN TRAN, HIEP OR TRAN	07/01/2023	\$1,118.00
00039250	H3554	HO VAN TRAN	07/01/2023	\$6,677.00
00039251	H3896	HOA TRAN	07/01/2023	\$737.00
00039252	H00124	HUE THI DANG TRAN	07/01/2023	\$1,619.00
00039253	H3456	HUNG QUOC TRAN	07/01/2023	\$1,528.00
00039254	H00044	HUONG TRAN	07/01/2023	\$2,735.00
00039255	H00057	HUYEN TRAN	07/01/2023	\$930.00
00039256	H3403	JANE TRAN	07/01/2023	\$1,838.00
00039257	H4270	JIM DUC TRAN	07/01/2023	\$1,658.00
00039258	H4698	JOHNNY TRAN	07/01/2023	\$4,316.00
00039259	H4251	JOSEPH QUANG TRAN	07/01/2023	\$963.00
00039260	H4499	JOSEPHINE TRAN	07/01/2023	\$2,226.00
00039261	H00454	KELLY KHUONG TRAN	07/01/2023	\$2,927.00
00039262	H00171	KENNY TRAN	07/01/2023	\$2,505.00
00039263	H00195	KEVIN TRAN	07/01/2023	\$2,398.00
00039264	H4158	KEVIN THANH TRAN	07/01/2023	\$1,294.00
00039265	H00058	KIEU VAN TRAN	07/01/2023	\$2,539.00

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00039266	H3517	KIM VAN TRAN	07/01/2023	\$3,517.00
00039267	H4276	LAY THI TRAN	07/01/2023	\$1,921.00
00039268	H4788	LONG QUOC TRAN	07/01/2023	\$1,432.00
00039269	H3775	LUCIA THUY TRAN	07/01/2023	\$1,004.00
00039270	H3442	MARY TRAN	07/01/2023	\$1,074.00
00039271	H4732	MINH TRAN	07/01/2023	\$1,420.00
00039272	H4059	MY T TRAN	07/01/2023	\$2,297.00
00039273	H4687	NGAN TRAN	07/01/2023	\$3,741.00
00039274	H3211	NGOC THI TRAN	07/01/2023	\$2,169.00
00039275	H4378	NHUT NGUYEN TRAN	07/01/2023	\$3,005.00
00039276	H3530	TAM ANH TRAN	07/01/2023	\$1,744.00
00039277	H4198	TAM MINH TRAN	07/01/2023	\$1,847.00
00039278	H3742	THERESA T TRAN	07/01/2023	\$385.00
00039279	H3744	THERESA T TRAN	07/01/2023	\$1,491.00
00039280	H4291	THONG TRAN	07/01/2023	\$1,287.00
00039281	H3371	THU HUONG THI TRAN	07/01/2023	\$934.00
00039282	H4394	TIM TRAN	07/01/2023	\$2,093.00
00039283	H4573	TINA TRAN	07/01/2023	\$2,225.00
00039284	H00025	TONY TRAN	07/01/2023	\$2,074.00
00039285	H00073	TRANG P TRAN	07/01/2023	\$1,074.00
00039286	H3709	TRI TRAN	07/01/2023	\$1,637.00
00039287	H4507	TRUNG H TRAN	07/01/2023	\$1,383.00
00039288	H3163	TRUYEN & HELEN TRAN	07/01/2023	\$2,401.00
00039289	H3220	TU TRAN	07/01/2023	\$1,776.00
00039290	H3253	VICTORIA TRAN	07/01/2023	\$1,641.00
00039291	H0386	BAU TRAN	07/01/2023	\$1,040.00
00039292	H3227	PAUL TUAN DUC TRAN	07/01/2023	\$1,572.00
00039293	H2712	PHUONG THUY TRAN	07/01/2023	\$1,442.00
00039294	H1903	THU-HANG TRAN	07/01/2023	\$4,127.00
00039295	H2776	TUAN HUY TRAN	07/01/2023	\$930.00
00039296	H1166	TOM TRANG	07/01/2023	\$1,399.00
00039297	H4422	TRG FULLERTON AFFORDABLE, LP / VENTANA APARTMENTS	07/01/2023	\$508.00
00039298	H4136	HONG QUANG TRIEU	07/01/2023	\$1,433.00

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00039299	H4266	NANCY TRIEU	07/01/2023	\$1,532.00
00039300	H2231	EMMA TRINH	07/01/2023	\$1,451.00
00039301	H00453	TAM T TRINH	07/01/2023	\$1,539.00
00039302	H3759	THANH-MAI TRINH	07/01/2023	\$3,090.00
00039303	H00385	THU XUAN TRINH	07/01/2023	\$1,193.00
00039304	H4493	TRANG N TRINH	07/01/2023	\$1,401.00
00039305	H4356	TUAN TRINH	07/01/2023	\$1,871.00
00039306	H0536	TUNG XUAN TRINH	07/01/2023	\$2,228.00
00039307	H00351	TRIPLETS CASTLE LLC	07/01/2023	\$4,347.00
00039308	H3993	DUNG T TRUONG	07/01/2023	\$615.00
00039309	H00356	HOAN VU MINH TRUONG	07/01/2023	\$275.00
00039310	H00188	HUE AI TRUONG	07/01/2023	\$1,513.00
00039311	H00201	JOHN TRUONG	07/01/2023	\$1,228.00
00039312	H00461	TAMMY TRUONG	07/01/2023	\$2,948.00
00039313	H2729	QUYEN MY TRUONG	07/01/2023	\$1,478.00
00039314	H1813	CAROLINE TSAI	07/01/2023	\$4,125.00
00039315	H4445	YUNGLIN & SHU-MEI TSAO	07/01/2023	\$1,561.00
00039316	H3867	TU BI THIEN TAM	07/01/2023	\$4,121.00
00039317	H8168	TUDOR GROVE	07/01/2023	\$80,554.00
00039318	H4536	TUSTIN AFFORDABLE HOUSING	07/01/2023	\$3,187.00
00039319	H4030	TUSTIN SOUTHERN APTS - OFFICE	07/01/2023	\$1,314.00
00039320	H00388	UDR HUNTINGTON VISTA LP DBA HUNTINGTON VISTA	07/01/2023	\$4,818.00
00039321	H9100	V W PROPERTY	07/01/2023	\$4,894.00
00039322	H00410	V&L PROPERTIES LLC	07/01/2023	\$1,825.00
00039323	H1541	CONNIE VALDEZ	07/01/2023	\$1,267.00
00039324	H00361	VALLEY VIEW SENIOR APARTMENTS LLC	07/01/2023	\$19,042.00
00039325	H00199	LISA TO VAN	07/01/2023	\$1,417.00
00039326	H0814	MINH XUONG VAN	07/01/2023	\$897.00
00039327	H4661	RONALD VAN	07/01/2023	\$3,606.00
00039328	H2755	ARTURO ENRIQUEZ VAZQUEZ	07/01/2023	\$2,530.00
00039329	H4392	VERSAILLES APTS	07/01/2023	\$3,386.00
00039330	H4553	VINTAGE CANYON SR APTS	07/01/2023	\$1,050.00
00039331	H4625	VINTAGE FLAGSHIP, LLC	07/01/2023	\$2,878.00
00039332	H3689	VJ SURGICAL, LLC	07/01/2023	\$2,430.00

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00039333	H3628	VLE RENTAL, LLC	07/01/2023	\$10,290.00
00039334	H00464	HANG LEHONG VO	07/01/2023	\$5,276.00
00039335	H3132	HUNG MINH VO	07/01/2023	\$2,086.00
00039336	H4205	JEFF VO	07/01/2023	\$1,468.00
00039337	H2134	KHANH MAI VO	07/01/2023	\$5,966.00
00039338	H4531	LOAN VO	07/01/2023	\$2,208.00
00039339	H3938	LOC ANH VO	07/01/2023	\$1,139.00
00039340	H4787	MICKEY VO	07/01/2023	\$2,375.00
00039341	H00473	NIKKI VO	07/01/2023	\$1,553.00
00039342	H00394	TRACY TRANG VO	07/01/2023	\$2,363.00
00039343	H1481	TINA NG A VOLE	07/01/2023	\$1,238.00
00039344	H3718	NIPA D VORA	07/01/2023	\$3,590.00
00039345	H3907	ANNIE VU	07/01/2023	\$1,662.00
00039346	H2123	DAT VU	07/01/2023	\$18,569.00
00039347	H4560	HOA VU	07/01/2023	\$1,341.00
00039348	H3918	HUAN VU	07/01/2023	\$1,205.00
00039349	H00206	JADE NGOC VU	07/01/2023	\$1,826.00
00039350	H00211	KHUAT VU	07/01/2023	\$1,956.00
00039351	H4657	KRYSTINA VU	07/01/2023	\$1,485.00
00039352	H4197	LEO M VU	07/01/2023	\$1,761.00
00039353	H4549	MINH VU	07/01/2023	\$1,102.00
00039354	H3760	NAM H VU	07/01/2023	\$1,437.00
00039355	H3274	PHUONG MINH VU	07/01/2023	\$1,284.00
00039356	H00306	SHAWN VU	07/01/2023	\$1,970.00
00039357	H00074	SU T VU	07/01/2023	\$2,234.00
00039358	H00249	SUONG N VU	07/01/2023	\$1,284.00
00039359	H3823	TAN DUY VU	07/01/2023	\$3,259.00
00039360	H2823	TRUNG QUOC VU	07/01/2023	\$1,217.00
00039361	H0883	TUONG MANH VU	07/01/2023	\$2,432.00
00039362	H3612	VINCE HUNG VU	07/01/2023	\$2,514.00
00039363	H3928	VIVIAN VU	07/01/2023	\$909.00
00039364	H4807	YEN T VU	07/01/2023	\$2,375.00
00039365	H00034	HAO DUC VUONG	07/01/2023	\$1,392.00
00039366	H00226	HOA THI VUONG	07/01/2023	\$2,734.00

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00039367	H00313	KAITHLYN VUONG	07/01/2023	\$1,740.00
00039368	H4642	DAVID WALD	07/01/2023	\$812.00
00039369	H9105	WALDEN APTS	07/01/2023	\$4,358.00
00039370	H1725	WALDEN GLEN APTS	07/01/2023	\$1,894.00
00039371	H4489	HO PONG WAN	07/01/2023	\$1,588.00
00039372	H2084	CHARLES WANG	07/01/2023	\$5,647.00
00039373	H2253	SUZY WANG	07/01/2023	\$3,479.00
00039374	H0867	IRVING WEISER	07/01/2023	\$2,250.00
00039375	H00419	WEISSER INVESTMENTS LLC	07/01/2023	\$9,749.00
00039376	H4530	WESLEY VILLAGE APARTMENTS	07/01/2023	\$4,574.00
00039377	H0442	HENRY B WESSELN	07/01/2023	\$2,058.00
00039378	H1238	WESTCHESTER PARK, LP	07/01/2023	\$1,748.00
00039379	H00144	WESTERN NATIONAL EL DORADO PARTNERS LP	07/01/2023	\$1,409.00
00039380	H3468	WESTLAKE APARTMENTS, LLC	07/01/2023	\$8,675.00
00039381	H2684	WESTMINSTER HOUSING PARTNER, LP	07/01/2023	\$10,053.00
00039382	H1025	WESTPARK APTS	07/01/2023	\$2,108.00
00039383	H2986	CINDY OR ED WICK	07/01/2023	\$861.00
00039384	H00437	WILLIAMS STRATTON FAMILY LLC	07/01/2023	\$1,670.00
00039385	H0029	WILLOWICK ROYAL	07/01/2023	\$476.00
00039386	H4424	WILSHIRE CREST	07/01/2023	\$1,950.00
00039387	H4523	WINDMILL APARTMENTS	07/01/2023	\$5,209.00
00039388	H4608	WINDWOOD GLEN APTS	07/01/2023	\$1,576.00
00039389	H3429	WINDWOOD KNOLL APARTMENTS	07/01/2023	\$4,115.00
00039390	H9109	WINNIE INVESTMENT	07/01/2023	\$7,397.00
00039391	H3286	WINSTON PLACE, LLC	07/01/2023	\$1,221.00
00039392	H4232	WONDERFUL IDEA, LLC	07/01/2023	\$1,462.00
00039393	H00413	JULIA WONG	07/01/2023	\$1,770.00
00039394	H3592	PHILLIP WONG	07/01/2023	\$1,095.00
00039395	H4709	WOODBIDGE VILLAS APARTMENT HOMES	07/01/2023	\$1,216.00
00039396	H4762	WOODBIDGE WILLOWS	07/01/2023	\$4,141.00
00039397	H3506	WOODBURY SQUARE	07/01/2023	\$1,748.00
00039398	H00184	XIAOLIN WU	07/01/2023	\$1,380.00
00039399	H00469	THOMAS XA	07/01/2023	\$3,191.00
00039400	H00398	TINA PI-YU YAO	07/01/2023	\$2,150.00

**CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00039401	H0165	LEON SHU YAU	07/01/2023	\$1,699.00
00039402	H4806	JIYUN YEOM	07/01/2023	\$2,808.00
00039403	H00190	JAIMIE L YIANG	07/01/2023	\$1,766.00
00039404	H00333	YORBA LINDA ALTRUDY LP	07/01/2023	\$948.00
00039405	H4168	HENRY H YOUNG	07/01/2023	\$1,686.00
00039406	H4596	EUGENIA ZASLAVSKY	07/01/2023	\$4,726.00
00039407	H3730	GEORGE ZHAO	07/01/2023	\$1,427.00
00687920	H00411	1600 W BROADWAY LLC	07/01/2023	\$1,939.00
00687921	H4194	WILLIAM ADAMS	07/01/2023	\$1,104.00
00687922	H00238	ADVANCE GLOBAL ASSET GROUP INC	07/01/2023	\$915.00
00687923	H00248	ADVANCED GROUP 05-85 A CAL LTD PARTNERSHIP	07/01/2023	\$1,428.00
00687924	H4534	ALISO VIEJO 621, LP	07/01/2023	\$1,247.00
00687925	H00290	ALLEPHESIANS 1, LLC	07/01/2023	\$1,730.00
00687926	H2616	ANAHEIM REVITALIZATION II PART	07/01/2023	\$2,628.00
00687927	H4705	ANAHEIM REVITALIZATION IV PARTNERS, LP	07/01/2023	\$1,541.00
00687928	H4722	ANAHEIM REVITALIZATION PARTNERS III LP	07/01/2023	\$1,769.00
00687929	H7330	BAHIA VILLAGE MOBILEHOME PARK	07/01/2023	\$996.00
00687930	H00070	BRIDGE WF CA CRYSTAL VIEW LP	07/01/2023	\$2,499.00
00687931	H0950	RICHARD BUI JR	07/01/2023	\$2,428.00
00687932	H00155	CRYSTAL BUI	07/01/2023	\$2,168.00
00687933	H3596	JIMMY QUOC BUI	07/01/2023	\$3,813.00
00687934	H4355	LAN HUYNH NGOC BUI	07/01/2023	\$997.00
00687935	H0432	PHAT BUI	07/01/2023	\$3,189.00
00687936	H1455	SON MINH BUI	07/01/2023	\$1,400.00
00687937	H4756	TAN H BUI	07/01/2023	\$1,460.00
00687938	H4238	TINH TIEN BUI	07/01/2023	\$2,108.00
00687939	H00130	BUNGALOWS	07/01/2023	\$1,205.00
00687940	H00247	CASA LA VETA ASSOCIATES	07/01/2023	\$2,055.00
00687941	H00261	CASTILIAN A CA LP	07/01/2023	\$2,144.00
00687942	H9009	CHANTECLAIR APTS	07/01/2023	\$1,391.00
00687943	H00127	RICHARD N CHAO	07/01/2023	\$1,451.00
00687944	H2701	DAVID CHEN	07/01/2023	\$1,295.00
00687945	H4671	ROBERT CHRISTMAN	07/01/2023	\$2,646.00
00687946	H00358	ANH CHU	07/01/2023	\$1,818.00

**CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687947	H4617	MEI-LING CHU	07/01/2023	\$1,036.00
00687948	H00456	CITY YARD HOUSING PARTNERS LP C/O FPI MANAGEMENT	07/01/2023	\$1,018.00
00687949	H4773	CMIF III CORONADO PALMS, LLC	07/01/2023	\$1,439.00
00687950	H00344	CORTESIA AT RANCHO SANTA MARGARITA	07/01/2023	\$2,482.00
00687951	H4380	CRESTWOOD ON 7, LLC	07/01/2023	\$2,460.00
00687952	H00072	KHANH DANG	07/01/2023	\$1,547.00
00687953	H00106	HAROLD E DELONG	07/01/2023	\$1,347.00
00687954	H4690	KIM-ANH T DINH	07/01/2023	\$5,167.00
00687955	H4533	MINH TAM DO	07/01/2023	\$1,716.00
00687956	H4222	THUAN DO	07/01/2023	\$1,338.00
00687957	H3422	DINH T DOAN	07/01/2023	\$1,310.00
00687958	H00043	MICHAEL DOAN	07/01/2023	\$1,206.00
00687959	H1395	HELMUT DONNER	07/01/2023	\$2,402.00
00687960	H4348	LAN DUONG	07/01/2023	\$1,401.00
00687961	H00377	EIGHT 80 NEWPORT BEACH	07/01/2023	\$1,504.00
00687962	H4187	EL CAMINO LU, LLC	07/01/2023	\$1,793.00
00687963	H3075	EMERALD GARDENS APT	07/01/2023	\$805.00
00687964	H5060	EUCLID PARK APTS	07/01/2023	\$1,763.00
00687965	H00236	FENWAY APTS	07/01/2023	\$1,769.00
00687966	H4813	FENWAY PROPERTIES	07/01/2023	\$1,490.00
00687967	H00399	FIVE COVES	07/01/2023	\$1,911.00
00687968	H2768	DALE A FULLWOOD	07/01/2023	\$1,332.00
00687969	H00415	FUSION PROPERTY MANAGMENT COMPANY	07/01/2023	\$1,491.00
00687970	H4193	GROVE PARK, LLC	07/01/2023	\$4,082.00
00687971	H00389	HANNA PROPERTY INVESTMENTS LLC	07/01/2023	\$2,108.00
00687972	H3218	KULJIT HARA	07/01/2023	\$1,086.00
00687973	H1979	STEVE HARA	07/01/2023	\$6,136.00
00687974	H00221	HAUPT PROPERTIES, LLC C/O DROUIN REALTY	07/01/2023	\$1,150.00
00687975	H4703	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	07/01/2023	\$78.00
00687976	H1873	JAMES HOANG	07/01/2023	\$1,438.00
00687977	H3022	NICK HOFFMAN	07/01/2023	\$2,298.00
00687978	H00355	HOYT REAL ESTATE INC	07/01/2023	\$1,762.00
00687979	H3140	CHONG WEI HUANG	07/01/2023	\$952.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00687980	H00240	HUNTINGTON POINTE 2019 LP	07/01/2023	\$1,471.00
00687981	H4810	DOANH HUYNH	07/01/2023	\$1,628.00
00687982	H3473	NATALIE N HUYNH	07/01/2023	\$1,409.00
00687983	H00404	STEPHANIE HUYNH	07/01/2023	\$93.00
00687984	H3095	TRANG HUYNH	07/01/2023	\$4,830.00
00687985	H00329	IHLLC HOLDINGS I LLC	07/01/2023	\$2,501.00
00687986	H00224	JAMES K SKEOCH DECEDENT'S TRUST	07/01/2023	\$3,732.00
00687987	H00254	STEPHEN JOHNSON	07/01/2023	\$1,477.00
00687989	H4584	JOON CHOI VDS APARTMENT LLC	07/01/2023	\$12,844.00
00687990	H2641	KDF HERMOSA, LP	07/01/2023	\$4,988.00
00687991	H3083	KDF MALABAR, LP	07/01/2023	\$36,006.00
00687992	H2403	KDF SEA WIND, LP	07/01/2023	\$869.00
00687993	H00217	VI KIM	07/01/2023	\$1,548.00
00687994	H3683	WILLIAM KUNZMAN	07/01/2023	\$1,988.00
00687995	H00117	ANH T LAM	07/01/2023	\$796.00
00687996	H4284	LE FAMILY TRUST	07/01/2023	\$819.00
00687997	H1638	DON LE	07/01/2023	\$974.00
00687998	H1531	TRACEY LE	07/01/2023	\$1,420.00
00687999	H1423	VIET Q LE	07/01/2023	\$1,291.00
00688000	H0298	YENNHI LE	07/01/2023	\$1,133.00
00688001	H4132	HOABINH LE-MUNZER	07/01/2023	\$984.00
00688002	H00223	LAWRENCE B LEBLANC	07/01/2023	\$12,487.00
00688003	H4694	DOUG LEONG	07/01/2023	\$1,539.00
00688004	H0216	ALICE LIAO	07/01/2023	\$3,016.00
00688005	H00066	DAVID A LO	07/01/2023	\$1,741.00
00688006	H4765	MAI LUONG	07/01/2023	\$3,400.00
00688007	H00474	DINH LY	07/01/2023	\$2,441.00
00688008	H0958	WILLIAM T MACDONALD	07/01/2023	\$5,938.00
00688009	H00132	DAVID E MADJE	07/01/2023	\$10,441.00
00688010	H00423	JOSE L MADRIGAL	07/01/2023	\$1,686.00
00688011	H1188	LARRY MAH	07/01/2023	\$1,230.00
00688012	H2333	HANH T MAI-NGUYEN	07/01/2023	\$1,585.00
00688013	H1861	TERRY MAMMEN	07/01/2023	\$4,963.00
00688014	H4675	ZHIYAN MAO	07/01/2023	\$2,836.00

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00688015	H00279	ODETTE MIKHAIL	07/01/2023	\$1,803.00
00688016	H3043	MONARK, LP	07/01/2023	\$5,704.00
00688017	H00353	MONTICELLO PROPERTY MANAGEMENT	07/01/2023	\$1,365.00
00688018	H00274	NEWPORT HOUSING PARTNERS LP	07/01/2023	\$1,782.00
00688019	H00152	BRIGHTON QUOCSI NGO	07/01/2023	\$1,484.00
00688020	H00114	AN NGUYEN	07/01/2023	\$802.00
00688021	H00420	BAONGOC NGUYEN	07/01/2023	\$3,500.00
00688022	H1184	BICHLE T NGUYEN	07/01/2023	\$4,371.00
00688023	H00270	HAIHA NGUYEN	07/01/2023	\$1,651.00
00688024	H2192	HOC VAN NGUYEN	07/01/2023	\$2,237.00
00688025	H00397	JENNY NGUYEN	07/01/2023	\$2,027.00
00688026	H00471	KAY KHANH T NGUYEN	07/01/2023	\$2,640.00
00688027	H4473	MAI NGUYEN	07/01/2023	\$1,204.00
00688028	H00271	MINDY NGUYEN	07/01/2023	\$1,779.00
00688029	H00175	NAM V NGUYEN	07/01/2023	\$1,345.00
00688030	H4061	NGUYEN, NICOLE U	07/01/2023	\$609.00
00688031	H00405	RYAN NGUYEN	07/01/2023	\$2,159.00
00688032	H4529	STEVEN NGUYEN	07/01/2023	\$946.00
00688033	H9044	THANH VAN NGUYEN	07/01/2023	\$1,541.00
00688034	H4682	THUY T NGUYEN	07/01/2023	\$836.00
00688035	H00424	TU VAN NGUYEN	07/01/2023	\$1,783.00
00688036	H00332	TUAN NGUYEN	07/01/2023	\$1,578.00
00688037	H3103	NICOLE UYEN NGUYEN	07/01/2023	\$480.00
00688038	H2879	PAULINE KIMPHUNG NGUYEN	07/01/2023	\$4,799.00
00688039	H1027	TON SANH NGUYEN	07/01/2023	\$1,305.00
00688040	H3114	TRACY NGUYEN	07/01/2023	\$2,493.00
00688041	H2699	THUY-TIEN NGUYEN-TU	07/01/2023	\$2,222.00
00688042	H00212	OCEAN BREEZE VILLAS	07/01/2023	\$4,480.00
00688043	H00041	OLIVIA THANH CAPITALS LLC	07/01/2023	\$2,373.00
00688044	H00291	PALM ISLAND SENIOR APARTMENTS	07/01/2023	\$7,547.00
00688045	H00193	PARK RIDGE ENTERPRISE LP	07/01/2023	\$1,420.00
00688046	H2739	CHONG PIL PARK	07/01/2023	\$1,550.00
00688047	H4351	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	07/01/2023	\$1,994.00
00688048	H4582	ANH THI PHAM	07/01/2023	\$1,523.00

CITY OF GARDEN GROVE
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00688049	H00414	CUONG KIM PHAM	07/01/2023	\$1,865.00
00688050	H4800	DAVID VU PHAM	07/01/2023	\$1,835.00
00688051	H00150	DON PHU PHAM	07/01/2023	\$2,781.00
00688052	H00182	JULIE NGOC PHAM	07/01/2023	\$1,218.00
00688053	H3817	QUYEN PHAM	07/01/2023	\$1,475.00
00688054	H1049	TUNG PHAM	07/01/2023	\$1,573.00
00688055	H00349	HARRISON PHAN	07/01/2023	\$1,450.00
00688056	H4786	HUNG PHAN	07/01/2023	\$2,873.00
00688057	H00303	JENNIFER PHAN	07/01/2023	\$1,247.00
00688058	H00467	KIM VAN THI PHUNG	07/01/2023	\$2,666.00
00688059	H00316	PINES APARTMENTS	07/01/2023	\$1,910.00
00688060	H4509	PLAZA WOODS, LLC	07/01/2023	\$4,325.00
00688061	H4535	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	07/01/2023	\$1,748.00
00688062	H00320	PRALLE AND CASE NO. 2 LP	07/01/2023	\$1,540.00
00688063	H4353	RAYMOND AND LYNN RUAIS	07/01/2023	\$595.00
00688064	H00427	SAN JUAN A CA LP	07/01/2023	\$1,042.00
00688065	H00283	SANTA ANA HOUSING AUTHORITY	07/01/2023	\$21,713.32
00688066	H00325	SAVANNA BANANA LLC	07/01/2023	\$1,385.00
00688067	H3488	CELESTE SCHWERMANN	07/01/2023	\$1,150.00
00688068	H00322	SEA WIND 2016 LP	07/01/2023	\$483.00
00688069	H00317	SEQUOIA EQUITIES HIDDEN HILLS	07/01/2023	\$1,808.00
00688070	H00457	TIMOTHY SHINN	07/01/2023	\$1,788.00
00688071	H4241	SILO NORTHEAST, LLC	07/01/2023	\$3,526.00
00688072	H4590	CATHY TA	07/01/2023	\$1,730.00
00688073	H00147	DANNY HOANG TA	07/01/2023	\$1,545.00
00688074	H00342	TDT BUSHARD, LLC	07/01/2023	\$665.00
00688075	H4409	TERESINA APARTMENTS	07/01/2023	\$1,311.00
00688076	H00113	THE HUNTINGTON PARTNERSHIP	07/01/2023	\$1,836.00
00688077	H00087	THE RETREAT AT MIDWAY CITY (WSH MANAGEMENT)	07/01/2023	\$3,087.00
00688078	H1959	THOMSON EQUITIES	07/01/2023	\$1,394.00
00688080	H4726	TIC INVESTMENT COMPANY, LLC	07/01/2023	\$8,836.00
00688081	H00257	TKN DBA GROVESIDE LLC	07/01/2023	\$1,410.00
00688082	H00343	TOMMY LEE & TIFFANY THUY PHAM	07/01/2023	\$1,410.00
00688083	H4616	VINH THAT TON	07/01/2023	\$1,887.00

CITY OF GARDEN GROVE
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00688084	H00075	IVY TONNU-MIHARA	07/01/2023	\$1,454.00
00688085	H00331	ANTHONY P TRAN	07/01/2023	\$1,357.00
00688086	H4688	ERIC TRAN	07/01/2023	\$486.00
00688087	H3686	LIEN KIM TRAN-NGUYEN	07/01/2023	\$1,006.00
00688088	H00273	TRIDER CORPORATION	07/01/2023	\$794.00
00688089	H4476	HANH NGOC TRUONG	07/01/2023	\$1,930.00
00688090	H00056	LUCKY LUC TRUONG	07/01/2023	\$1,199.00
00688091	H2335	THUAN BICH TRUONG	07/01/2023	\$4,318.00
00688092	H2410	SON BICH TRUONG	07/01/2023	\$1,854.00
00688093	H0146	ANGELO S TURI	07/01/2023	\$2,721.00
00688094	H00338	UDR THE RESIDENCES AT BELLA TERRA	07/01/2023	\$1,910.00
00688095	H2982	MARCO VELASTEGUI	07/01/2023	\$1,754.00
00688096	H3943	VILLA CAPRI ESTATES	07/01/2023	\$2,116.00
00688097	H2717	THUA VINH	07/01/2023	\$857.00
00688098	H00373	VINKAYLA LLC	07/01/2023	\$2,119.00
00688099	H4662	VISTA DEL SOL APARTMENTS	07/01/2023	\$1,501.00
00688100	H9103	VISTA DEL SOL APTS	07/01/2023	\$1,375.00
00688101	H00430	BINH NGUYEN VO	07/01/2023	\$1,539.00
00688102	H1723	KIMCHI VO	07/01/2023	\$2,091.00
00688103	H00369	SAMANTHA VO	07/01/2023	\$1,616.00
00688104	H3476	TIN TRUNG VO	07/01/2023	\$1,502.00
00688105	H1805	VPM BRIDGES APTS	07/01/2023	\$491.00
00688106	H3637	VPM MANAGEMENT	07/01/2023	\$1,328.00
00688107	H3088	VPM SHER LANE, LP	07/01/2023	\$2,488.00
00688108	H00065	HUNG TRONG VU	07/01/2023	\$1,690.00
00688109	H00146	LONG DUC VU	07/01/2023	\$968.00
00688110	H2900	DANNY VU	07/01/2023	\$2,046.00
00688111	H00472	WALNUT JEFFREY PARTNERSHIP	07/01/2023	\$1,976.00
00688112	H00359	JIA PEIR WANG	07/01/2023	\$1,548.00
00688113	H0719	NEIL E WEST	07/01/2023	\$1,372.00
00688114	H00376	WHISPERING FOUNTAINS AT LAGUNA WOODS	07/01/2023	\$992.00
00688115	H1934	WINDSOR-DAWSON, LP	07/01/2023	\$4,695.00
00688116	H00118	WOODBIDGE APARTMENTS	07/01/2023	\$1,969.00
			EFT: 1,055	\$3,467,660.46

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Check:	195	\$465,786.32
Total:	1,250	\$3,933,446.78



City of Garden Grove
Certificate of Warrants
Register Dates:
07/05/2023

This is to certify the demands covered by EFT numbers 00039408 through 00039427 and check numbers 00688117 through 00688144 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Warrants 688121 has been voided

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

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Jul 2, 2023 and Jul 5, 2023
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00039408	V00093	ABSOLUTE INTERNATIONAL SECURITY	07/05/2023	\$1,549.96
00039409	V02886	AMERICAN TRUCK & TOOL RENTALS, INC	07/05/2023	\$1,130.23
00039410	V02708	CHC: CREATING HEALTHIER COMMUNITIES	07/05/2023	\$45.00
00039411	V03002	DUDEK	07/05/2023	\$33,938.00
00039412	V03018	FLO-SERVICES, INC.	07/05/2023	\$7,050.57
00039413	OTV000879	GARDEN GROVE POLICE ASSOCIATION	07/05/2023	\$17,567.31
00039414	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	07/05/2023	\$3,570.00
00039415	V01546	GEOCON WEST, INC	07/05/2023	\$7,985.00
00039416	V00218	GRAINGER	07/05/2023	\$870.02
00039417	V00368	JOHNSON CONTROLS SECURITY SOLUTIONS	07/05/2023	\$724.84
00039418	V00092	NATIONAL AUTO FLEET GROUP AND CHEVROLET OF WATSONV	07/05/2023	\$102,056.66
00039419	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	07/05/2023	\$3,400.32
00039420	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	07/05/2023	\$3,365.97
00039421	V00250	SIMPSON CHEVROLET OF GG	07/05/2023	\$48.65
00039422	V00255	STATEWIDE SAFETY SYSTEMS	07/05/2023	\$3,015.23
00039423	V00261	STRICTLY TECHNOLOGY, LLC	07/05/2023	\$1,458.84
00039424	V01474	WEX BANK	07/05/2023	\$1,744.88
00039425	V01731	WILLDAN ENGINEERING	07/05/2023	\$26,125.00
00039426	V03169	WILFREDO COMBE LEON PRADO	07/05/2023	\$275.00
00039427	V02089	SHANNON WAINWRIGHT	07/05/2023	\$553.85
00688117	V02888	PETER ADAM	07/05/2023	\$4,900.00
00688118	V01188	BANNER BANK	07/05/2023	\$15,858.75
00688119	V01057	CITY OF SANTA ANA FINANCE & MGMT SRVS AGENCY M-87	07/05/2023	\$1,318.55
00688120	V00666	COMMUNITY VETERINARY HOSPITAL INC	07/05/2023	\$9,873.00
00688122	V00667	CONTINENTAL CONCRETE CUTTING, INC.	07/05/2023	\$1,144.00
00688123	V00177	DAVE & BUSTER'S SPECIAL EVENT CONTRACT	07/05/2023	\$1,267.43
00688124	V02871	DBS ADMINISTRATORS, INC.	07/05/2023	\$6,941.69
00688125	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	07/05/2023	\$20,590.00
00688126	V02257	FRANCHISE TAX BOARD	07/05/2023	\$278.15
00688127	V03233	HERO INDUSTRIES	07/05/2023	\$2,500.00
00688128	V00711	HILL'S BROS LOCK & SAFE, INC	07/05/2023	\$95.42

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00688129	V01411	MAGNUM OIL SPREADING, INC	07/05/2023	\$2,726.80
00688130	H4675	ZHIYAN MAO	07/05/2023	\$20.00
00688131	V00557	NATIONAL CONSTRUCTION RENTALS	07/05/2023	\$78.90
00688132	V01129	OCLEEEA	07/05/2023	\$2,170.00
00688133	V00209	WHJ OCN,IND	07/05/2023	\$1,105.00
00688134	V00764	PETTY CASH - HUMAN RESOURCES	07/05/2023	\$133.55
00688135	V03231	ANDREW ARTHUR RODRIGUEZ	07/05/2023	\$125.00
00688136	V00784	SHOETERIA	07/05/2023	\$604.17
00688137	V00788	SOUTH COAST AQMD	07/05/2023	\$160.35
00688138	V00788	SOUTH COAST AQMD	07/05/2023	\$504.91
00688139	V00367	SOUTHERN COMPUTER WAREHOUSE	07/05/2023	\$1,567.19
00688140	V01616	STERICYCLE, INC	07/05/2023	\$448.22
00688141	H4662	VISTA DEL SOL APARTMENTS	07/05/2023	\$12.00
00688142	V00582	WOODRUFF & SMART, A PROFESSIONAL CORP	07/05/2023	\$5,918.20
00688143	V01208	YO-FIRE SUPPLIES	07/05/2023	\$5,473.32
00688144	V00115	YORBA LINDA FEED STORE, INC	07/05/2023	\$337.12
			EFT: 20	\$216,475.33
			Check: 27	\$86,151.72
			Total: 47	\$302,627.05



City of Garden Grove
Certificate of Warrants
Register Dates:
7/12/2023

This is to certify the demands covered EFT numbers 00039428 through 00039461, and check numbers 00688145 through 00688305 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

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

Finance Director
Patricia Song

CITY OF GARDEN GROVE
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AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00039428	V03148	AAA ELECTRIC MOTOR SALES & SERVICE, INC.	07/12/2023	\$15.56
00039429	V01479	AMAZON WEB SERVICES, INC	07/12/2023	\$4,139.92
00039430	V00657	CALIF FORENSIC PHLEBOTOMY, INC	07/12/2023	\$2,204.20
00039431	V02744	CHOLULA PSYCHOLOGICAL SERVICES	07/12/2023	\$2,400.00
00039432	V03113	COLLICUTT ENERGY SERVICES, INC.	07/12/2023	\$9,850.09
00039433	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	07/12/2023	\$2,141.72
00039434	V00476	CSG CONSULTANTS, INC	07/12/2023	\$11,360.00
00039435	V00718	DANGELO CO (JWD ANGELO CO INC)	07/12/2023	\$10,570.50
00039436	V00562	DOOLEY ENTERPRISES, INC	07/12/2023	\$10,105.87
00039437	V00259	DTNTECH MARKETING	07/12/2023	\$3,755.22
00039438	V00218	GRAINGER	07/12/2023	\$3,779.71
00039439	V00713	HOTSY OF SOUTHERN CALIFORNIA	07/12/2023	\$457.57
00039440	V01286	JTB SUPPLY CO, INC	07/12/2023	\$6,014.96
00039441	V01817	LSA ASSOCIATES, INC	07/12/2023	\$1,276.50
00039442	V02752	MICHAEL BAKER INTERNATIONAL, INC.	07/12/2023	\$21,810.00
00039443	V00092	NATIONAL AUTO FLEET GROUP AND CHEVROLET OF WATSONV	07/12/2023	\$250,386.67
00039444	V03060	INC. NEXGEN DESIGN BUILDERS	07/12/2023	\$34,125.00
00039445	V02602	OMEGA INDUSTRIAL SUPPLY INC	07/12/2023	\$670.17
00039446	V00425	PETDATA	07/12/2023	\$2,150.10
00039447	V03236	HUONG PHAM	07/12/2023	\$50,000.00
00039448	V03234	QUEEN SPA	07/12/2023	\$50,000.00
00039449	V02975	ROBERT BORDERS & ASSOCIATES	07/12/2023	\$13,290.50
00039450	V03137	SAMSARA INC.	07/12/2023	\$2,780.93
00039451	V02904	SCOTT FAZEKAS & ASSOCIATES, INC.	07/12/2023	\$20,045.96
00039452	V02159	SIR SPEEDY PRINTING	07/12/2023	\$7,620.11
00039453	V00384	STOMMEL, INC	07/12/2023	\$17,926.21
00039454	V00261	STRICTLY TECHNOLOGY, LLC	07/12/2023	\$573.23
00039455	V03136	SUNRISE MULTISPECIALIST MEDICAL CENTER	07/12/2023	\$549.00
00039456	V03171	SWAGELOK SOUTHERN CALIFORNIA	07/12/2023	\$682.22
00039457	V00591	U S ARMOR CORP	07/12/2023	\$1,331.90
00039458	V03161	USA BLUEBOOK	07/12/2023	\$602.99
00039459	V01469	WEST YOST ASSOCIATES, INC.	07/12/2023	\$55,767.94

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00039460	V02991	WESTERN STATE BUILDERS, INC	07/12/2023	\$15,770.00
00039461	V03066	WRENCH REBEL COLLISION, LLC	07/12/2023	\$1,617.78
00688145	OTV002830	KALID IBRAHIM ALI	07/12/2023	\$23.00
00688146	V00635	ALL CITY MANAGEMENT SERVICES, INC	07/12/2023	\$4,026.60
00688147	OTV002834	JOANNA KATHERINE PASCALE ALSHARIF	07/12/2023	\$146.00
00688148	OTV002044	RAMONA ROSEANNE ALVAREZ	07/12/2023	\$89.00
00688149	OTV002706	STEPHANIE MARIA ARANDA	07/12/2023	\$33.00
00688150	V03021	ARDURRA GROUP, INC.	07/12/2023	\$11,690.00
00688151	V00391	AUTOZONE STORES, INC	07/12/2023	\$1,271.38
00688152	V00429	BEE REMOVERS	07/12/2023	\$145.00
00688153	V00150	BILL'S SOUND & SECURITY	07/12/2023	\$720.00
00688154	OTV002909	MATTHEW CHARLES BROWN	07/12/2023	\$97.00
00688155	V00649	BROWNELLS, INC	07/12/2023	\$401.28
00688156	V02670	MYAH CHERIE BRUNSWICK	07/12/2023	\$21.00
00688157	OTV002888	DUY BUI	07/12/2023	\$6.74
00688158	OTV001837	PHUONG BUI	07/12/2023	\$105.00
00688159	V01515	BURLINGTON SAFETY LAB, INC	07/12/2023	\$157.50
00688160	OTV002890	CAFE 269	07/12/2023	\$5.57
00688161	V01864	CAHN MEMBERSHIP	07/12/2023	\$520.00
00688162	V00660	CAMERON WELDING SUPPLY	07/12/2023	\$257.30
00688163	V00554	CARL WARREN & CO	07/12/2023	\$2,790.00
00688164	V03213	CARO-LINE HOLDING COMPANY, INC	07/12/2023	\$3,245.10
00688165	OTV002405	CHRISTOPHER MICHAEL CASEY	07/12/2023	\$117.00
00688166	OTV002911	MARY CHINKATHUK	07/12/2023	\$279.00
00688167	V00832	CITY OF WESTMINSTER	07/12/2023	\$600.00
00688168	V00011	CORE AND MAIN, LP	07/12/2023	\$1,298.99
00688169	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	07/12/2023	\$95,482.55
00688170	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	07/12/2023	\$25.00
00688171	V00075	CROSSTOWN ELECTRICAL & DATA, INC	07/12/2023	\$1,920.00
00688172	V01090	D-PREP, LLC	07/12/2023	\$1,390.00
00688173	V02819	D.S. CUSTOM LINENS, INC.	07/12/2023	\$840.18
00688174	V00481	DATA TICKET, INC	07/12/2023	\$199.00
00688175	OTV002873	JAN DAVID	07/12/2023	\$53.12
00688176	OTV002255	ELIZABETH ASCENCION DE LA CRUZ	07/12/2023	\$101.00

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00688177	V00184	DIAMOND ENVIRONMENTAL SERVICES	07/12/2023	\$1,202.52
00688178	V02200	DIANA LING CHEN	07/12/2023	\$9.00
00688179	OTV002653	VINH QUANG DINH	07/12/2023	\$36.00
00688180	V01222	DIVISION OF THE STATE ARCHITECT	07/12/2023	\$1,684.00
00688181	OTV002894	JERRY DUARTE	07/12/2023	\$19.35
00688182	OTV002906	NGOC DUONG	07/12/2023	\$39.19
00688183	V00233	FACTORY MOTOR PARTS CO BIN 139107	07/12/2023	\$1,180.60
00688184	V00412	FEDERAL EXPRESS CORP	07/12/2023	\$93.32
00688185	V01379	FIVESTAR RUBBER STAMP ETC, INC	07/12/2023	\$177.05
00688186	OTV002586	SHANNON MICHELLE FLAK	07/12/2023	\$122.00
00688187	V00009	FORENSIC NURSE SPECIALISTS, INC	07/12/2023	\$1,100.00
00688188	OTV002889	BOSTON FOWLKES	07/12/2023	\$51.08
00688189	OTV002910	TRACY ELIZABETH FOX	07/12/2023	\$22.00
00688190	V00143	FRYE SIGN CO	07/12/2023	\$890.00
00688191	V00054	GALLS LLC	07/12/2023	\$1,088.95
00688192	OTV002887	ALEXIS GARCEZ	07/12/2023	\$13.24
00688193	V00140	GARDEN GROVE SECURED STORAGE	07/12/2023	\$299.00
00688194	OTV002404	BRYAN D GILMORE	07/12/2023	\$89.00
00688195	OTV002585	EZRA JOSIAH GOMEZ	07/12/2023	\$31.00
00688196	OTV002705	RODOLFO GOMEZ	07/12/2023	\$16.00
00688197	OTV002882	TRANG GUILBERT	07/12/2023	\$1,255.00
00688198	V00707	HACH COMPANY, INC	07/12/2023	\$212.23
00688199	V00129	HADRONEX, INC	07/12/2023	\$38,592.74
00688200	OTV001961	PAUL ST JOHN HARDIE	07/12/2023	\$93.00
00688201	OTV002201	BRIAN ANTHONY HILDBRAND SR	07/12/2023	\$78.00
00688202	V02308	HIRSCH PIPE & SUPPLY CO. INC	07/12/2023	\$2,502.83
00688203	OTV002652	ALAN HO	07/12/2023	\$36.00
00688204	V02447	HUMAN OPTIONS	07/12/2023	\$7,931.68
00688205	OTV002507	THOMAS JEFFREY HURST	07/12/2023	\$67.00
00688206	OTV002900	ALISSA HUTCHINSON	07/12/2023	\$15.21
00688207	V00099	INGLIS PET HOTEL	07/12/2023	\$2,500.00
00688208	V00351	ALEXANDER ISERI	07/12/2023	\$2,665.00
00688209	V00717	J & M SERVICE, INC	07/12/2023	\$445.66
00688210	OTV002902	ROSALINDA JACKSON	07/12/2023	\$54.71

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00688211	V02865	JACOB GREEN & ASSOCIATES, INC.	07/12/2023	\$250.00
00688212	V00719	JAY'S CATERING	07/12/2023	\$308.00
00688213	OTV001154	JOHN PAUL ZEMPOALTECA	07/12/2023	\$47.00
00688214	V00720	JOHNSTONE SUPPLY	07/12/2023	\$1,008.31
00688215	OTV002885	DEBBIE KINDELL	07/12/2023	\$500.00
00688216	V00726	KOA CORPORATION	07/12/2023	\$17,478.00
00688217	OTV002899	SARAH KOCSIS	07/12/2023	\$33.11
00688218	V00435	LANGUAGE LINE SERVICES	07/12/2023	\$71.44
00688219	V00728	LAWSON PRODUCTS, INC	07/12/2023	\$466.68
00688220	OTV002907	SI TRAN LE	07/12/2023	\$1,000.00
00688221	V01563	LIFE-ASSIST, INC	07/12/2023	\$1,897.48
00688222	V00555	LIFECOM, INC	07/12/2023	\$65.00
00688223	V00610	LT PROPERTIES	07/12/2023	\$19,458.55
00688224	V00020	MCFADDEN DALE INDUSTRIAL HARDWARE	07/12/2023	\$34.16
00688225	OTV002883	MEADOWLARK MOBILE HOME PARK LP	07/12/2023	\$6,576.39
00688226	OTV002903	CARMELA MENYHERT	07/12/2023	\$19.76
00688227	V00737	MERCHANTS BLDG MAINT, LLC	07/12/2023	\$1,238.90
00688228	V00492	MIWALL CORPORATION	07/12/2023	\$2,768.75
00688229	OTV002327	SUN YEONG MOON	07/12/2023	\$17.00
00688230	V00055	NATIONAL BUSINESS FURNITURE	07/12/2023	\$2,646.76
00688231	V00557	NATIONAL CONSTRUCTION RENTALS	07/12/2023	\$1,132.06
00688232	OTV002703	HOI GIA NGO	07/12/2023	\$154.00
00688233	OTV002861	THY NGOC	07/12/2023	\$17.16
00688234	OTV002897	LILIAN NGUYEN	07/12/2023	\$308.12
00688235	OTV002829	HAU TRUNG NGUYEN	07/12/2023	\$108.00
00688236	OTV002886	HONG NGUYEN	07/12/2023	\$55.97
00688237	V02035	JULIE NGUYEN	07/12/2023	\$119.00
00688238	OTV002884	MATTHEW NGUYEN	07/12/2023	\$50.34
00688239	OTV002893	PHUOC NGUYEN	07/12/2023	\$38.32
00688240	OTV002656	PHUONG TUYET NGUYEN	07/12/2023	\$177.00
00688241	OTV002896	DONG NGUYEN, THI & NGUYEN	07/12/2023	\$15.74
00688242	OTV002505	THUY NGUYEN	07/12/2023	\$12.00
00688243	OTV002912	AMADOR VIVAS NUNEZ	07/12/2023	\$169.00
00688244	V00209	WHJ OCN,IND	07/12/2023	\$1,480.00

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00688245	V00371	OFFICE DEPOT, INC	07/12/2023	\$6,024.86
00688246	V00375	OLD GROVE AUTO	07/12/2023	\$971.00
00688247	OTV002895	OPENDOOR LABS INC	07/12/2023	\$46.21
00688248	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	07/12/2023	\$50.00
00688249	V00164	PACIFIC MEDICAL CLINIC	07/12/2023	\$825.00
00688250	OTV002408	AILEEN YVETTE PALACIO	07/12/2023	\$44.00
00688251	OTV002892	MARTIN PALACIOS	07/12/2023	\$60.46
00688252	V00756	PARKHOUSE TIRE, INC	07/12/2023	\$276.87
00688253	OTV002704	RICHARD ARMANDO PEREZ	07/12/2023	\$112.00
00688254	OTV002831	GIA PHAM	07/12/2023	\$24.00
00688255	OTV001695	KY VAN PHAM	07/12/2023	\$239.00
00688256	OTV002898	LEO PHAM	07/12/2023	\$44.90
00688257	V00744	R J NOBLE COMPANY	07/12/2023	\$3,800.00
00688258	OTV002252	RAMONA MARIE RAMOS	07/12/2023	\$90.00
00688259	V00070	RAY ALLEN MANUFACTURING, LLC	07/12/2023	\$109.82
00688260	OTV000693	CASSANDRA MARIE RAZO	07/12/2023	\$70.00
00688261	OTV002832	ROSALVA RIOS	07/12/2023	\$63.00
00688262	OTV001839	EDGAR ROMAN	07/12/2023	\$43.00
00688263	OTV002699	JASMIN ROSE ROMERO	07/12/2023	\$235.00
00688264	OTV002406	DAVID DONALD ROOTEN	07/12/2023	\$120.00
00688265	OTV001153	ROSA NGUYEN	07/12/2023	\$16.00
00688266	OTV002833	MA JUANA RUIZ	07/12/2023	\$19.00
00688267	OTV002755	RHEA SOMER RUSTAN	07/12/2023	\$69.00
00688268	OTV002698	ALEXUS FAITH SALDATE	07/12/2023	\$100.00
00688269	V00542	SCHORR METALS, INC	07/12/2023	\$3,949.53
00688270	OTV002655	MELINDA KAY SEAMAN	07/12/2023	\$36.00
00688271	V00784	SHOETERIA	07/12/2023	\$2,630.54
00688272	OTV002905	JAXON SKIDMORE	07/12/2023	\$33.15
00688273	V00788	SOUTH COAST AQMD	07/12/2023	\$281.03
00688274	V00367	SOUTHERN COMPUTER WAREHOUSE	07/12/2023	\$882.32
00688275	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	07/12/2023	\$1,186.68
00688276	V00795	SPARKLETTS	07/12/2023	\$55.99
00688277	OTV002036	STANTON UNIVERSITY	07/12/2023	\$500.00
00688278	OTV002477	FRANK DELANO SWIFT	07/12/2023	\$64.00

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00688279	V00475	T-MOBILE USA, INC	07/12/2023	\$325.00	
00688280	V00568	TEAM OF ADVOCATES FOR SPECIAL KIDS	07/12/2023	\$631.59	
00688281	V02881	THOMCO CONSTRUCTION, INC.	07/12/2023	\$45,865.76	
00688282	V00804	THOMSON REUTERS- WEST	07/12/2023	\$2,302.96	
00688283	OTV001857	JENNIFER D. TILZER	07/12/2023	\$20.00	
00688284	OTV002480	SALLY TORRES	07/12/2023	\$45.00	
00688285	V01623	TRAFFIC MANAGEMENT, INC	07/12/2023	\$102.60	
00688286	OTV002891	BAO TRAN	07/12/2023	\$25.62	
00688287	OTV001694	DUNG KIM TRAN	07/12/2023	\$102.00	
00688288	OTV002908	HUY TRAN	07/12/2023	\$1,000.00	
00688289	OTV001743	NIKKI TRAN	07/12/2023	\$78.00	
00688290	V02019	MY-NGOC THI TRINH	07/12/2023	\$13.00	
00688291	OTV001918	KHAI DUC TU	07/12/2023	\$16.00	
00688292	OTV002754	LYNN HUE TRUONG TU	07/12/2023	\$23.00	
00688293	V01975	DOMINGA TURNER	07/12/2023	\$39.00	
00688294	V00812	UNIFIRST CORP	07/12/2023	\$2,548.14	
00688295	V00813	UNION BANK	07/12/2023	\$333.36	
00688296	V01661	VALWORX, INC	07/12/2023	\$3,006.64	
00688297	OTV002901	VEZZUTO FAMILY TRUST	07/12/2023	\$20.85	
00688298	V01948	RENEE LYNN VICTOR	07/12/2023	\$31.00	
00688299	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	07/12/2023	\$90,022.67	
00688300	OTV002407	DEASIRAY ERICA WADE	07/12/2023	\$125.00	
00688301	OTV001921	KIMBERLY WEST	07/12/2023	\$7.00	
00688302	V00134	WILLIAMS & MAHER, INC	07/12/2023	\$5,186.68	
00688303	V00582	WOODRUFF & SMART, A PROFESSIONAL CORP	07/12/2023	\$116.50	
00688304	V00314	GARTH WYCKOFF	07/12/2023	\$450.00	
00688305	OTV002904	HONGYU ZHAO	07/12/2023	\$23.87	
			EFT:	34	\$615,772.53
			Check:	161	\$427,924.27
			Total:	195	\$1,043,696.80



City of Garden Grove
Certificate of Warrants
Register Dates:
07/19/2023

This is to certify the demands covered by EFT numbers 00039462 through 00039488 and check numbers 00688306 through 00688385 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note: Warrant 688356 and 688374 have been voided

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

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
Check Dates Between Jul 13, 2023 and Jul 19, 2023
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AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00039462	V03075	A3 COMMUNICATIONS, INC.	07/19/2023	\$394.76
00039463	V02736	ARCHIVESOCIAL, INC.	07/19/2023	\$5,990.00
00039464	V03016	BETTER IMPACT USA INC.	07/19/2023	\$720.00
00039465	V00650	BUREAU VERITAS NORTH AMERICA, INC	07/19/2023	\$27,740.00
00039466	V02708	CHC: CREATING HEALTHIER COMMUNITIES	07/19/2023	\$45.00
00039467	V01036	CITIBANK %CITIGROUP	07/19/2023	\$15,388.75
00039468	V02995	DEBTBOOK	07/19/2023	\$10,000.00
00039469	V00259	DTNTECH MARKETING	07/19/2023	\$4,246.74
00039470	V00679	ENTERPRISE FLEET MGMT, INC	07/19/2023	\$3,821.74
00039471	OTV000879	GARDEN GROVE POLICE ASSOCIATION	07/19/2023	\$17,610.06
00039472	V02707	GARDEN GROVE POLICE ASSOCIATION PAC	07/19/2023	\$3,610.00
00039473	V00218	GRAINGER	07/19/2023	\$2,150.36
00039474	V00223	ICC INTERNATIONAL CODE COUNCIL	07/19/2023	\$429.00
00039475	V00243	INDOFF, INC	07/19/2023	\$2,597.12
00039476	V01391	INTELEPEER CLOUD COMMUNICATIONS, LLC	07/19/2023	\$2,245.61
00039477	V01553	INTERNATIONAL BUS INFO TECH (LEFTA)	07/19/2023	\$8,000.00
00039478	V00716	INTERVAL HOUSE	07/19/2023	\$4,460.00
00039479	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	07/19/2023	\$917.31
00039480	V02706	ORANGE COUNTY EMPLOYEES ASSOCIATION	07/19/2023	\$3,359.67
00039481	V00506	REDFLEX TRAFFIC SYSTEMS, INC	07/19/2023	\$32,986.80
00039482	V03204	RG GENERAL ENGINEERING, INC.	07/19/2023	\$125,610.90
00039483	V02975	ROBERT BORDERS & ASSOCIATES	07/19/2023	\$13,708.57
00039484	V03161	USA BLUEBOOK	07/19/2023	\$27.13
00039485	V03005	V&V MANUFACTURING, INC.	07/19/2023	\$111.94
00039486	V02803	VALLEY MAINTENANCE CORP.	07/19/2023	\$11,846.00
00039487	V03235	DUNG LE	07/19/2023	\$25,000.00
00039488	V02089	SHANNON WAINWRIGHT	07/19/2023	\$553.85
00688306	V00444	ABOVE THE TOP PARTY RENTALS & EVENT SERVICES, INC	07/19/2023	\$1,708.34
00688307	V00280	ACA COMPLIANCE SERVICES, INC	07/19/2023	\$1,199.65
00688308	V01502	AGRI-TURF DISTRIBUTING	07/19/2023	\$561.79
00688309	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	07/19/2023	\$586.57
00688310	V00507	AMERICAN ASPHALT SOUTH, INC	07/19/2023	\$46,424.68

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00688311	V00514	AMTECH ELEVATOR SERVICES	07/19/2023	\$903.42
00688312	V00647	ANTHONY BIRMINGHAM WINDOW CLEANING	07/19/2023	\$1,660.00
00688313	OTV002913	ELIZABETH AUGUSTINE	07/19/2023	\$993.03
00688314	V00391	AUTOZONE STORES, INC	07/19/2023	\$216.74
00688315	V01336	AXON ENTERPRISE, INC	07/19/2023	\$374,099.75
00688316	OTV002920	JAMES BALDWIN	07/19/2023	\$207.00
00688317	V01188	BANNER BANK	07/19/2023	\$71,585.49
00688318	V00699	BOYS AND GIRLS CLUB OF GARDEN GROVE, INC	07/19/2023	\$1,756.89
00688319	V01494	C G LANDSCAPE, INC	07/19/2023	\$1,573.00
00688320	V00660	CAMERON WELDING SUPPLY	07/19/2023	\$68.50
00688321	V00352	ARMANDO CARRERA	07/19/2023	\$300.00
00688322	OTV002921	CESAR CASTRO	07/19/2023	\$312.00
00688323	V03125	CHAMPION FIRE SYSTEMS, INC	07/19/2023	\$2,287.10
00688324	V00534	CHEM PRO LABORATORY, INC	07/19/2023	\$3,227.76
00688325	V00579	COASTLINE EQUIPMENT	07/19/2023	\$3,574.49
00688326	V02819	D.S. CUSTOM LINENS, INC.	07/19/2023	\$141.28
00688327	V00537	DANIELS TIRE SERVICE	07/19/2023	\$3,401.17
00688328	V02871	DBS ADMINISTRATORS, INC.	07/19/2023	\$6,941.69
00688329	V01235	DEPARTMENT OF INDUSTRIAL RELATIONS (ACCOUNTING)	07/19/2023	\$1,350.00
00688330	OTV002915	JESSE DUCTRI DU	07/19/2023	\$1,000.00
00688331	V00336	EXCLUSIVE AUTO DETAIL	07/19/2023	\$468.00
00688332	V00684	EXPERIAN INFO SOLUTIONS, INC	07/19/2023	\$77.40
00688333	V00862	F & B RENTALS	07/19/2023	\$1,007.12
00688334	V02257	FRANCHISE TAX BOARD	07/19/2023	\$325.66
00688335	V00692	GARDEN GROVE COMMUNITY FOUNDATION	07/19/2023	\$250.00
00688336	V00702	GRAFFITI PROTECTIVE COATINGS, INC	07/19/2023	\$32,244.00
00688337	V02182	HARMONY LAB & SAFETY SUPPLIES	07/19/2023	\$150.88
00688338	V00494	HARRIS & ASSOCIATES, INC	07/19/2023	\$11,100.00
00688339	V02732	HAS INC.	07/19/2023	\$11,653.39
00688340	V00712	HINDERLITER, DE LLAMAS & ASSOCIATES	07/19/2023	\$1,756.76
00688341	V01118	HOSHIZAKI WESTERN	07/19/2023	\$798.76
00688342	V00182	INFOSEND, INC	07/19/2023	\$21,220.42
00688343	V00769	LEGAL SHIELD	07/19/2023	\$650.75

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00688344	V00402	LEXISNEXIS RISK SOLUTIONS ACCOUNT #1008503	07/19/2023	\$534.60
00688345	V01563	LIFE-ASSIST, INC	07/19/2023	\$1,897.48
00688346	V00293	LOGOS ETC	07/19/2023	\$354.32
00688347	V01504	MAIN STREET SIGNS	07/19/2023	\$4,889.67
00688348	OTV002919	JASON MATHENY	07/19/2023	\$1,255.97
00688349	V00737	MERCHANTS BLDG MAINT, LLC	07/19/2023	\$11,331.44
00688350	OTV002917	MICHELLE STEEL OFFICE SUPPLY ACCOUNT	07/19/2023	\$58.45
00688351	H00353	MONTICELLO PROPERTY MANAGEMENT	07/19/2023	\$134.25
00688352	V00217	MOTOROLA SOLUTIONS, INC	07/19/2023	\$56,443.76
00688353	V00203	NEXTECH SYSTEMS, INC	07/19/2023	\$44,011.72
00688354	V00786	ORANGE COUNTY CHIEFS OF POLICE & SHERIFF'S ASSOC	07/19/2023	\$500.00
00688355	V00559	ORANGE COUNTY EMERGENCY PET CLINIC	07/19/2023	\$9,669.75
00688357	V01530	ORANGE COUNTY SANITATION DIST, INC	07/19/2023	\$444,111.55
00688358	V00563	ORANGE COUNTY STRIPING SERV	07/19/2023	\$41,803.88
00688359	V00598	PARKWOOD LANDSCAPE MAINTENANCE, INC	07/19/2023	\$13,552.25
00688360	V00760	PETTY CASH-COMMUNITY SERV	07/19/2023	\$646.41
00688361	V00744	R J NOBLE COMPANY	07/19/2023	\$19,100.00
00688362	V00744	R J NOBLE COMPANY	07/19/2023	\$1,360,124.29
00688363	V00744	R J NOBLE COMPANY	07/19/2023	\$707,793.14
00688364	V00396	RADI'S CUSTOM UPHOLSTER	07/19/2023	\$1,986.91
00688365	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	07/19/2023	\$3,305.07
00688366	OTV002918	PATRICIA ROBLES	07/19/2023	\$75.00
00688367	V00779	S C YAMAMOTO, INC	07/19/2023	\$4,400.00
00688368	V01052	S&S WORLDWIDE, INC	07/19/2023	\$225.71
00688369	V01497	SC SIGNS & SUPPLIES LLC	07/19/2023	\$1,599.01
00688370	V03243	SHERRILL, INC.	07/19/2023	\$1,637.97
00688371	V00784	SHOETERIA	07/19/2023	\$480.00
00688372	V00791	SO CALIF MUN ATHLETIC FEDERATION	07/19/2023	\$604.90
00688373	V01415	SOCAL AUTO & TRUCK PARTS INC	07/19/2023	\$4,487.09
00688375	V01071	SOURCE GRAPHICS	07/19/2023	\$993.54
00688376	V00788	SOUTH COAST AQMD	07/19/2023	\$1,732.23
00688377	V00367	SOUTHERN COMPUTER WAREHOUSE	07/19/2023	\$246.12
00688378	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	07/19/2023	\$1,073.13

CITY OF GARDEN GROVE
GGFEFM001 Warrant Register
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Check	Vendor #	Vendor Name	Issue Date	Check Amount	
00688379	V01445	SPROUT SOCIAL, INC	07/19/2023	\$2,878.30	
00688380	V02027	SSD SYSTEMS	07/19/2023	\$346.18	
00688381	V00799	SUN BADGE COMPANY	07/19/2023	\$726.82	
00688382	OTV002916	TACKNEY, GEOFFREY MCCABE	07/19/2023	\$100.00	
00688383	V01389	THE HOME DEPOT PRO	07/19/2023	\$3,215.19	
00688384	V01634	WATER SOURCE SOLUTIONS, INC	07/19/2023	\$175.00	
00688385	V00823	WATERLINE TECHNOLOGIES, INC	07/19/2023	\$11,238.81	
			EFT:	27	\$323,571.31
			Check:	78	\$3,367,523.39
			Total:	105	\$3,691,094.70

City of Garden Grove
Certificate of Warrants
Register Date:
Aug 24, 2023

This is to certify the demands covered by EFT numbers 00027213 through 00027871 and check numbers 00185522 through 00185544 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:



Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
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PY - Payroll

Check Type: CHK

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185522	E00977	BELAIR, DIANE	08/24/2023	\$2,543.60
00185523	E05139	BONACHEA, BRANDON D	08/24/2023	\$699.23
00185524	E04930	CHOW, IRIS L	08/24/2023	\$746.93
00185525	E05158	FABIAN, SHARON J	08/24/2023	\$145.68
00185526	E05127	FLORES, ERIKA	08/24/2023	\$87.41
00185527	E05133	GONZALEZ, NADIA V	08/24/2023	\$780.82
00185528	E05143	HOANG, JOLYN DT	08/24/2023	\$480.74
00185529	E04936	NGUYEN, BRENDAN L	08/24/2023	\$223.07
00185530	E05124	NGUYEN, KAYLA H	08/24/2023	\$565.04
00185531	E05144	NGUYEN, VALARIE K	08/24/2023	\$725.13
00185532	E05120	NGUYEN, VICKY	08/24/2023	\$223.07
00185533	E05105	RODRIGUEZ, ROGER	08/24/2023	\$599.69
00185534	E05123	TRAN, VINCENT G	08/24/2023	\$366.47
00185535	E05149	VAZQUEZ, ELOISA E	08/24/2023	\$218.52
00185536	E05163	VO, EDWIN N	08/24/2023	\$101.98
00185537	E01541	CHO, HAN J	08/24/2023	\$42,054.35
00185538	E05157	HERNANDEZ CALLEROS, SAIRA	08/24/2023	\$1,243.84
00185539	E05162	CAISEROS, CHRISTIAN	08/24/2023	\$775.78
00185540	E03529	ROCHA, MICHAEL F	08/24/2023	\$2,574.12
00185541	E05067	SANCHEZ, MARTIN	08/24/2023	\$603.89
00185542	E05154	TELLO, ALEJANDRO	08/24/2023	\$389.54
00185543	E05161	PIINUU, EVANDEMITRI	08/24/2023	\$910.25
00185544	E05165	SANCHEZ, ALLEN J	08/24/2023	\$449.88
CHK - Total				\$57,509.03

Check Type: EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027213	E03973	AVILA, VERONICA	08/24/2023	\$2,813.33
00027214	E04755	BRIETIGAM III, GEORGE S	08/24/2023	\$632.18
00027215	E02788	DAVIS, JEFFREY P	08/24/2023	\$2,088.91
00027216	E05080	DOVINH, JOSEPH T	08/24/2023	\$599.99
00027217	E04994	GREENUP, BREANNA C	08/24/2023	\$1,004.33
00027218	E00803	HADDAD, PAMELA M	08/24/2023	\$2,177.09

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027219	E03612	JONES, STEVEN R	08/24/2023	\$306.22
00027220	E04442	KIM, LISA L	08/24/2023	\$5,673.26
00027221	E04131	KIM, NOELLE N	08/24/2023	\$3,258.79
00027222	E04536	KLOPFENSTEIN, STEPHANIE L	08/24/2023	\$468.27
00027223	E05072	LOPEZ, CARLOS	08/24/2023	\$1,936.99
00027224	E02787	MORAN, MARIE L	08/24/2023	\$3,065.42
00027225	E04537	NGUYEN, KIM B	08/24/2023	\$596.79
00027226	E04534	ONEILL, JOHN R	08/24/2023	\$639.45
00027227	E04528	PARK, SHAWN S	08/24/2023	\$2,841.35
00027228	E04443	POLLOCK, AMANDA M	08/24/2023	\$2,060.92
00027229	E06945	POMEROY, TERESA L	08/24/2023	\$4,033.50
00027230	E01964	PULIDO, ANA E	08/24/2023	\$4,866.31
00027231	E05057	SATO, MICH I	08/24/2023	\$2,824.90
00027232	E00564	STIPE, MARIA A	08/24/2023	\$6,238.60
00027233	E03715	THAI, KRISTY H	08/24/2023	\$2,585.85
00027234	E05079	TRAN, CINDY NGOC	08/24/2023	\$639.67
00027235	E03983	VASQUEZ, LIZABETH C	08/24/2023	\$2,667.59
00027236	E04971	VITAL, ANDREA	08/24/2023	\$1,964.30
00027237	E04230	WIMMER, MISSY M	08/24/2023	\$1,949.84
00027238	E04944	ANDERSON CAMBA, ASHLEIGH R	08/24/2023	\$2,402.15
00027239	E04764	BRADLEY, JANNA K	08/24/2023	\$2,940.66
00027240	E03766	CERDA, MARY C	08/24/2023	\$2,295.41
00027241	E04673	HART, BRANDI M	08/24/2023	\$2,048.46
00027242	E04363	KWAN, LIANE Y	08/24/2023	\$3,903.50
00027243	E01985	LEE, JANY H	08/24/2023	\$4,876.23
00027244	E03420	PROCTOR, SHERRILL A	08/24/2023	\$2,560.59
00027245	E05078	SANCHEZ, GIOVANNI P	08/24/2023	\$2,247.42
00027246	E04417	STEPHENSON, CAITLYN M	08/24/2023	\$2,462.29
00027247	E02115	STOVER, LAURA J	08/24/2023	\$6,732.64
00027248	E05082	YIN, ARTHUR	08/24/2023	\$2,252.26
00027249	E04390	AMBRIZ, STEPHANIE	08/24/2023	\$1,446.07
00027250	E04445	BROWN, KAREN J	08/24/2023	\$744.86
00027251	E05068	CASTELLON, ALVARO A	08/24/2023	\$4,485.10
00027252	E04961	CHAO, VICTORIA	08/24/2023	\$1,699.58
00027253	E03686	CHAVEZ, JAIME F	08/24/2023	\$1,728.67

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027254	E03760	CHUNG, JANET J	08/24/2023	\$2,850.64
00027255	E05094	CORTEZ, ELIZABETH M.	08/24/2023	\$2,165.11
00027256	E04957	CURTSEIT, MARIA	08/24/2023	\$2,157.48
00027257	E04960	FUKAZAWA, KEISUKE	08/24/2023	\$2,115.58
00027258	E05055	GAMINO, LINDA M	08/24/2023	\$1,435.67
00027259	E03877	GOMEZ, STEVEN E	08/24/2023	\$1,520.13
00027260	E03429	GULLEY, SUSAN J	08/24/2023	\$280.91
00027261	E03016	HERNANDEZ, GARY F	08/24/2023	\$1,822.89
00027262	E04569	HOFFMAN, CORINNE L	08/24/2023	\$2,543.75
00027263	E04968	HONG, SEUNGBUM	08/24/2023	\$1,807.73
00027264	E00057	MANALANSAN, NEAL M	08/24/2023	\$2,256.17
00027265	E01668	MAY, ROBERT W	08/24/2023	\$1,748.38
00027266	E01393	MENDEZ, ANGELA M	08/24/2023	\$2,186.58
00027267	E03628	MENDOZA, CHRISTI C	08/24/2023	\$2,121.71
00027268	E04958	NGO, TINA	08/24/2023	\$2,917.62
00027269	E04838	NIGATU, SELAMAWIT	08/24/2023	\$2,879.57
00027270	E02429	PHAM, ANH	08/24/2023	\$1,921.37
00027271	E03610	RAMIREZ, EVA	08/24/2023	\$2,154.86
00027272	E04973	RAMOS, NANCY	08/24/2023	\$3,173.84
00027273	E05097	RODRIGUEZ, SEBASTIAN	08/24/2023	\$2,036.78
00027274	E03539	SEGAWA, SANDRA E	08/24/2023	\$4,175.46
00027275	E04780	SONG, YUAN	08/24/2023	\$5,867.22
00027276	E04859	VO, MY TRA	08/24/2023	\$3,073.95
00027277	E03433	WESTON, RETA J	08/24/2023	\$1,246.29
00027278	E04674	WHITTAKER DEGEN, HELEN E	08/24/2023	\$331.40
00027279	E04527	YOO, MEENA	08/24/2023	\$2,458.27
00027280	E04493	ANDREWS, STEVEN F	08/24/2023	\$2,699.05
00027281	E00845	CHANG, TERENCE S	08/24/2023	\$3,234.68
00027282	E05091	ENCISO, MARIA VERONICA M	08/24/2023	\$2,148.81
00027283	E03498	ESPINOZA, VERNA L	08/24/2023	\$2,734.09
00027284	E04523	GALLO, CESAR	08/24/2023	\$3,422.85
00027285	E04415	GOLD, ANNA L	08/24/2023	\$2,313.01
00027286	E04713	HINGCO, ERNIE E	08/24/2023	\$2,102.89
00027287	E02617	KLOESS, GEOFFREY A	08/24/2023	\$4,644.16
00027288	E03571	MORAGRAAN, RACHOT	08/24/2023	\$4,234.85

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027289	E05071	OCHOA, NICOLAS E	08/24/2023	\$2,515.81
00027290	E01277	PROFFITT, NOEL J	08/24/2023	\$3,784.61
00027291	E01901	RAO, ANAND V	08/24/2023	\$6,126.80
00027292	E05027	SANCHEZ MENDOZA, ALFREDO	08/24/2023	\$2,156.95
00027293	E05073	SEYMOUR, DAVID M	08/24/2023	\$958.92
00027294	E04395	SWANSON, MATTHEW T	08/24/2023	\$2,053.79
00027295	E01674	VALENZUELA, ANTHONY	08/24/2023	\$1,786.41
00027296	E00809	VICTORIA, ROD T	08/24/2023	\$2,648.58
00027297	E03014	WILDER, CANDY G	08/24/2023	\$0.00
00027298	E03509	WINSTON, TERREL KEITH	08/24/2023	\$3,205.30
00027299	E03725	ABU HAMDIYYAH, AMEENAH	08/24/2023	\$2,154.45
00027300	E02996	ASHLEIGH, JULIE A	08/24/2023	\$2,190.78
00027301	E03601	CHUNG, CHRISTOPHER	08/24/2023	\$3,249.28
00027302	E00128	CRAMER, RITA M	08/24/2023	\$2,589.90
00027303	E04394	DAHLHEIMER, BRYSON T	08/24/2023	\$1,023.08
00027304	E04879	DAKE, RYAN J	08/24/2023	\$2,459.77
00027305	E04578	DENT, DAVID A	08/24/2023	\$4,876.08
00027306	E03531	HERNANDEZ, RALPH V	08/24/2023	\$2,459.17
00027307	E04855	HERRERA JR, ARMANDO	08/24/2023	\$1,741.62
00027308	E03410	HODSON, AARON J	08/24/2023	\$2,309.24
00027309	E04716	KASKLA, PRIIT J	08/24/2023	\$2,400.38
00027310	E04959	LE, KENNETH H	08/24/2023	\$2,146.68
00027311	E04490	LY, HUONG Q	08/24/2023	\$2,424.34
00027312	E04194	MARTINEZ, MARIA L	08/24/2023	\$2,893.06
00027313	E03044	MOORE, JUDITH A	08/24/2023	\$2,301.27
00027314	E04635	NGUYEN, PHU T	08/24/2023	\$4,065.95
00027315	E02842	PARRA, MARIA C	08/24/2023	\$3,645.91
00027316	E04992	ROBLES, ALFONSO	08/24/2023	\$2,522.97
00027317	E04862	TRAN, JAKE P	08/24/2023	\$2,088.75
00027318	E05048	TUONG, NGHIA T	08/24/2023	\$2,304.89
00027319	E05053	VU, VINNY X	08/24/2023	\$1,811.78
00027320	E05150	WETZEL, NIKI	08/24/2023	\$4,697.48
00027321	E03643	ALVARADO, YOLANDA A	08/24/2023	\$1,937.90
00027322	E05009	ALVAREZ, CYNTHIA	08/24/2023	\$789.80
00027323	E04771	BAILOR, REBECCA J	08/24/2023	\$506.89

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00027324	E04988	BAUTISTA, BRENDA	08/24/2023	\$2,140.46
00027325	E04262	BEARD, ALEX C	08/24/2023	\$1,599.70
00027326	E04929	BENITEZ, LIZBETH	08/24/2023	\$123.49
00027327	E05125	BUI, RUBY	08/24/2023	\$693.35
00027328	E02658	CAMARENA, RACHEL M	08/24/2023	\$2,218.49
00027329	E01588	CAMARENA, RENE	08/24/2023	\$2,460.96
00027330	E01902	CASILLAS, VICTORIA M	08/24/2023	\$2,145.07
00027331	E05101	CASTANEDA, LILIANA	08/24/2023	\$218.52
00027332	E05121	CASTRO PEREZ, ANDREA	08/24/2023	\$203.95
00027333	E05058	CATAQUIZ, CHARLIZE N	08/24/2023	\$909.40
00027334	E03304	CHUMACERO, DEANNA M	08/24/2023	\$1,363.77
00027335	E04611	CROSS, AMANDA D	08/24/2023	\$2,056.96
00027336	E04814	DE ROSAS, VICTOR	08/24/2023	\$531.96
00027337	E04688	DELGADO CHAVEZ, MARLY	08/24/2023	\$254.94
00027338	E04653	DIAZ, GABRIELA	08/24/2023	\$764.05
00027339	E05013	DINH, TIFFANY	08/24/2023	\$175.27
00027340	E05107	DO, HUY T	08/24/2023	\$462.08
00027341	E05160	DUONG, KYLE K	08/24/2023	\$814.47
00027342	E05090	ESCARENO, MELISSA	08/24/2023	\$131.11
00027343	E02120	FRAUSTO, LUIZ F	08/24/2023	\$129.12
00027344	E04679	FREEMAN, MARK C	08/24/2023	\$4,031.36
00027345	E05019	FUENTES, DIANA	08/24/2023	\$275.93
00027346	E04481	GARCIA, JARED D	08/24/2023	\$504.45
00027347	E04253	GARCIA, VANESSA L	08/24/2023	\$545.84
00027348	E05069	GARCIA, VERONICA	08/24/2023	\$151.37
00027349	E03337	GODDARD, JENNIFER DANIELLE	08/24/2023	\$2,877.32
00027350	E00940	GRANT, JACOB R	08/24/2023	\$2,172.00
00027351	E04967	HASHEMI, SETAREH	08/24/2023	\$227.06
00027352	E05152	HERNANDEZ, CLARISSA	08/24/2023	\$786.67
00027353	E05147	LE, WILSON D	08/24/2023	\$773.11
00027354	E05032	LEE, JASON J	08/24/2023	\$183.24
00027355	E05138	LOPEZ, ELIZABETH A	08/24/2023	\$43.82
00027356	E04682	LOPEZ, KALYSTA N	08/24/2023	\$356.92
00027357	E03603	MA AE, ELAINE M	08/24/2023	\$3,214.37
00027358	E05014	MARIN, AMANDA T	08/24/2023	\$530.98

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00027359	E05140	MARTINEZ, ERICK	08/24/2023	\$532.87
00027360	E05148	MAZARIEGOS, ALEXA X	08/24/2023	\$369.21
00027361	E01552	MEDINA, JESUS	08/24/2023	\$1,819.31
00027362	E00455	MEDINA, JUAN	08/24/2023	\$2,479.97
00027363	E02808	MONTANCHEZ, JOHN A	08/24/2023	\$6,094.55
00027364	E05022	MUNOZ, JULIANNE I	08/24/2023	\$655.20
00027365	E05044	NADEAU, RYANN E	08/24/2023	\$203.95
00027366	E05128	NAEA, IRIEANNA M	08/24/2023	\$744.27
00027367	E05126	NGO, Y N	08/24/2023	\$407.90
00027368	E04947	NGUYEN, ALEXANDER H	08/24/2023	\$189.38
00027369	E05108	NGUYEN, JORDAN V	08/24/2023	\$565.04
00027370	E05052	NGUYEN, RYAN N	08/24/2023	\$1,009.80
00027371	E04391	NICHOLAS, NOEL N	08/24/2023	\$1,362.23
00027372	E04931	NODAL, NATALIE	08/24/2023	\$305.93
00027373	E00785	OCADIZ HERNANDEZ, GABRIELA	08/24/2023	\$4,360.04
00027374	E04965	ORDUNO, SAMANTHA	08/24/2023	\$571.55
00027375	E05164	PARCELL, SAMANTHA M	08/24/2023	\$596.42
00027376	E03361	PELAYO, JANET E	08/24/2023	\$4,249.87
00027377	E05137	PHAN, BRYAN L	08/24/2023	\$189.38
00027378	E04777	PHAN, EDOUARD T	08/24/2023	\$220.60
00027379	E03893	PICKRELL, ARIELLE	08/24/2023	\$1,246.06
00027380	E05116	PRADO, ALEXA	08/24/2023	\$326.64
00027381	E02754	REYNOSO, SUGEIRY	08/24/2023	\$2,740.37
00027382	E05103	RODRIGUEZ, MATTHEW S	08/24/2023	\$731.97
00027383	E03362	ROMERO, MARINA Y	08/24/2023	\$2,148.99
00027384	E04684	ROSALES, MARIA D	08/24/2023	\$770.84
00027385	E04614	ROSAS, TANYA	08/24/2023	\$398.35
00027386	E04933	ROSAS, VANESSA	08/24/2023	\$636.25
00027387	E01893	SAUCEDO, DANA MARIE	08/24/2023	\$2,764.41
00027388	E00925	SCHLUMBERGER, EMERON J	08/24/2023	\$1,111.90
00027389	E04926	SERNA, SAMANTHA M	08/24/2023	\$308.03
00027390	E04795	SIEVE, MYCHAELLA J	08/24/2023	\$203.42
00027391	E04927	SINGER, LAUREN ROSE EMIKO N	08/24/2023	\$483.91
00027392	E03895	SMITH, REBECCA S	08/24/2023	\$159.33
00027393	E05153	SODERSTROM, LOGAN K	08/24/2023	\$725.59

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00027394	E05151	SORIANO, KIMBERLY A	08/24/2023	\$575.76
00027395	E04798	TANG, ETHAN	08/24/2023	\$574.86
00027396	E05131	TRAN, NGOC DIEM	08/24/2023	\$203.95
00027397	E05030	TRIGGS, MARY SHANNON	08/24/2023	\$994.50
00027398	E04924	TU, KATHY	08/24/2023	\$87.41
00027399	E01396	VALDIVIA, CLAUDIA	08/24/2023	\$3,747.30
00027400	E00015	VAN SICKLE, JEFFREY	08/24/2023	\$2,727.90
00027401	E04687	VARGAS, SAMANTHA B	08/24/2023	\$680.27
00027402	E05046	VARGAS-CABRERA, ARMANDO	08/24/2023	\$655.39
00027403	E05017	VARGAS-SERNA, KELLY	08/24/2023	\$131.11
00027404	E03085	VICTORIA, PAUL E	08/24/2023	\$1,553.54
00027405	E05117	VILLALPANDO, MIA F	08/24/2023	\$625.87
00027406	E05018	VILLEGAS, MIA A	08/24/2023	\$218.52
00027407	E04609	VIRAMONTES, JACOB D	08/24/2023	\$595.54
00027408	E04937	VO, ADRIAN K	08/24/2023	\$302.74
00027409	E04274	WILMES, DAVID M	08/24/2023	\$395.33
00027410	E05070	XOOL VARGAS, RUDY G	08/24/2023	\$291.36
00027411	E05076	XU, CHARLIE	08/24/2023	\$167.53
00027412	E03819	ALAMILLO, MARCOS R	08/24/2023	\$3,642.26
00027413	E03712	ALARCON, CLAUDIA	08/24/2023	\$3,756.32
00027414	E03616	ALCARAZ, MARIA A	08/24/2023	\$2,644.76
00027415	E00121	ALLISON, WILLIAM	08/24/2023	\$5,645.64
00027416	E04873	ALVARADO, MADELINE M	08/24/2023	\$1,983.71
00027417	E04080	ALVAREZ BROWN, RICHARD A	08/24/2023	\$0.00
00027418	E05028	AMAYA, JOSE J	08/24/2023	\$3,554.25
00027419	E03011	ANDERSON, BOBBY B	08/24/2023	\$3,498.80
00027420	E05040	ARCHULETA, ANDREW M	08/24/2023	\$2,516.58
00027421	E01234	ARELLANO, PEDRO R	08/24/2023	\$4,367.84
00027422	E04875	ARROYO, SANDRA M	08/24/2023	\$2,179.84
00027423	E04497	ASHBAUGH, TIMOTHY R	08/24/2023	\$3,240.99
00027424	E03397	ASHBY, PAUL W	08/24/2023	\$3,679.81
00027425	E04719	ATWOOD, MARIA S	08/24/2023	\$431.04
00027426	E04613	AVALOS JR, FRANCISCO	08/24/2023	\$2,793.03
00027427	E04550	BAEK, SHARON S	08/24/2023	\$2,849.69
00027428	E05062	BAEZ, JASMIN	08/24/2023	\$642.63

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00027429	E04209	BAINTO, JUDY A	08/24/2023	\$737.51
00027430	E04778	BAKER, COLLIN E	08/24/2023	\$3,124.04
00027431	E03005	BANKSON, JOHN F	08/24/2023	\$4,329.50
00027432	E04645	BARRAZA, RENE	08/24/2023	\$3,757.84
00027433	E05041	BARRIOS-ROA, JAYDE D.	08/24/2023	\$2,329.62
00027434	E04432	BEHZAD, JOSHUA K	08/24/2023	\$2,607.56
00027435	E04951	BELLO, ANGELICA	08/24/2023	\$1,783.73
00027436	E03006	BELTHIUS, LISA A	08/24/2023	\$116.09
00027437	E04976	BELTHIUS, TYLER E	08/24/2023	\$738.35
00027438	E04753	BERENGER, BEAU A	08/24/2023	\$5,981.70
00027439	E03296	BERESFORD, EVAN S	08/24/2023	\$3,550.34
00027440	E01604	BERLETH, RYAN S	08/24/2023	\$4,344.49
00027441	E03443	BLUM, JAMES A	08/24/2023	\$2,380.01
00027442	E03363	BOWEN, GENA M	08/24/2023	\$3,062.67
00027443	E04767	BOWMAN, TROY F	08/24/2023	\$2,568.20
00027444	E04963	BOYENS III, ROBERT	08/24/2023	\$3,368.79
00027445	E00946	BRAME, KAREN D	08/24/2023	\$2,266.37
00027446	E04803	BRANTNER, BRITTANEE N	08/24/2023	\$1,810.17
00027447	E05083	BRITTON, CODY W	08/24/2023	\$2,464.46
00027448	E03380	BROWN, JEFFREY A	08/24/2023	\$5,975.42
00027449	E03968	BRUNICK, CARISSA L	08/24/2023	\$2,167.48
00027450	E05074	BUJANONDA, CHANON	08/24/2023	\$2,641.43
00027451	E02031	BURILLO, RICHARD O	08/24/2023	\$5,279.59
00027452	E03972	BUSTILLOS, RYAN V	08/24/2023	\$4,236.23
00027453	E05077	CAGLE, RONALD L	08/24/2023	\$2,045.50
00027454	E03964	CAMARA, DANIEL A	08/24/2023	\$2,753.45
00027455	E04074	CAMPOS, JESENIA	08/24/2023	\$2,450.10
00027456	E03739	CAPPS, THOMAS A	08/24/2023	\$4,645.36
00027457	E05002	CARBALLO, MILTON A	08/24/2023	\$2,551.81
00027458	E02372	CENTENO, JUAN C	08/24/2023	\$5,524.18
00027459	E03607	CHANG, DAVID Y H	08/24/2023	\$2,634.98
00027460	E04867	CHAPPELL, SHYLER R.D.	08/24/2023	\$6,628.73
00027461	E03481	CHAURAN HAIRGROVE, TAMMY L	08/24/2023	\$2,796.18
00027462	E04498	CHEATHAM, JEROME L	08/24/2023	\$3,909.26
00027463	E03423	CHOWDHURY, JACINTA F	08/24/2023	\$1,946.73

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00027464	E04414	CHUNG, RANDY G	08/24/2023	\$109.50
00027465	E00003	CIBOSKY, COURTNEY P	08/24/2023	\$3,114.20
00027466	E04539	CLASBY JR, BRIAN M	08/24/2023	\$123.58
00027467	E04872	CORNETT, KRISTINA L	08/24/2023	\$1,786.97
00027468	E04832	CORTEZ JR, DARRYL B	08/24/2023	\$3,092.98
00027469	E04666	CORTEZ, JULIO C	08/24/2023	\$3,646.48
00027470	E01875	COUGHRAN, ADAM B	08/24/2023	\$137.27
00027471	E01796	COULTER, GARY L	08/24/2023	\$5,935.14
00027472	E04555	CRUZ, REYNA	08/24/2023	\$2,072.57
00027473	E01364	DALTON, BRIAN D	08/24/2023	\$4,202.25
00027474	E04874	DANG, JOHN	08/24/2023	\$1,493.45
00027475	E00126	DANIELEY III, CHARLIE H	08/24/2023	\$450.96
00027476	E04503	DAVILA, ISAAC	08/24/2023	\$3,297.89
00027477	E04431	DE ALMEIDA LOPES, NICHOLAS A	08/24/2023	\$5,379.46
00027478	E04731	DE PADUA, TANNER C	08/24/2023	\$2,778.01
00027479	E03691	DELGADO JR, JUAN L	08/24/2023	\$4,306.50
00027480	E03395	DIX, JENNIFER A	08/24/2023	\$2,732.08
00027481	E05088	DOAN, THOMMY	08/24/2023	\$2,441.49
00027482	E02313	DOSCHER, RONALD A	08/24/2023	\$2,790.88
00027483	E04586	DOVEAS, CHRISTOPHER C	08/24/2023	\$361.00
00027484	E04281	DRISCOLL, RUSSELL B	08/24/2023	\$2,372.33
00027485	E04844	DUARTE, TAYLOR M	08/24/2023	\$2,462.88
00027486	E04720	DUDLEY, BROD D	08/24/2023	\$3,309.24
00027487	E03625	EARLE, CHRISTOPHER M	08/24/2023	\$3,562.07
00027488	E03740	EL FARRA, AMIR A	08/24/2023	\$6,039.53
00027489	E03927	ELHAMI, MICHAEL K	08/24/2023	\$3,927.41
00027490	E03933	ELIZONDO, BENJAMIN M	08/24/2023	\$3,413.97
00027491	E04016	ELIZONDO, FLOR DE LIS	08/24/2023	\$2,755.00
00027492	E01598	ELSOUSOU, HELENA	08/24/2023	\$4,464.75
00027493	E02708	ENRIQUEZ, JOHN G	08/24/2023	\$947.91
00027494	E02734	ESCALANTE, OTTO J	08/24/2023	\$6,604.45
00027495	E04334	ESCOBEDO, JOSHUA N	08/24/2023	\$4,837.72
00027496	E02724	ESTLOW, STEPHEN C	08/24/2023	\$3,805.89
00027497	E04358	ESTRADA MONSANTO, MICHELLE N	08/24/2023	\$3,380.99
00027498	E04748	FAJARDO, JESUS	08/24/2023	\$2,820.83

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00027499	E04303	FERREIRA JR, HECTOR	08/24/2023	\$2,807.34
00027500	E01663	FERRIN, KORY C	08/24/2023	\$4,274.11
00027501	E03976	FIGUEREDO, GEORGE R	08/24/2023	\$4,210.24
00027502	E04774	FLINN, PATRICIA C	08/24/2023	\$3,039.51
00027503	E02887	FOSTER, VICTORIA M	08/24/2023	\$1,603.82
00027504	E04033	FRANCISCO, KATHERINE M	08/24/2023	\$2,401.99
00027505	E02963	FRANKS, JAMES D	08/24/2023	\$4,789.39
00027506	E04747	FRESENIUS, ROBERT D	08/24/2023	\$4,195.05
00027507	E00903	FRUTOS, VERONICA	08/24/2023	\$2,062.45
00027508	E04729	GARCIA, JOSEPH A	08/24/2023	\$2,321.83
00027509	E03086	GARCIA, PETE	08/24/2023	\$4,304.99
00027510	E03659	GARNER, AMANDA B	08/24/2023	\$2,151.05
00027511	E02606	GEORGE, DAVID L	08/24/2023	\$2,222.32
00027512	E04351	GERDIN, MICHAEL E	08/24/2023	\$3,480.36
00027513	E04542	GIFFORD, ROBERT J	08/24/2023	\$4,511.72
00027514	E04658	GIRGENTI, BRIAN C	08/24/2023	\$3,537.98
00027515	E04401	GLEASON, SEAN M	08/24/2023	\$3,076.57
00027516	E04917	GOMEZ, JESUS	08/24/2023	\$2,166.32
00027517	E04863	GONZALEZ JR, GONZALO	08/24/2023	\$2,810.75
00027518	E05003	HA, DANNY	08/24/2023	\$2,699.54
00027519	E04732	HADDEN, TRAVIS J	08/24/2023	\$2,556.91
00027520	E04787	HALEY, KYLE N	08/24/2023	\$3,703.28
00027521	E03527	HALLER, TROY	08/24/2023	\$4,683.45
00027522	E03402	HEINE, STEVEN H	08/24/2023	\$5,008.66
00027523	E02469	HERRERA, JOSE D	08/24/2023	\$7,755.82
00027524	E04244	HINGCO, PINKY C	08/24/2023	\$4,040.68
00027525	E03713	HOLLOWAY, WILLIAM T	08/24/2023	\$5,223.52
00027526	E04739	HOWARD, JASON A	08/24/2023	\$3,810.91
00027527	E04654	HURLEY, KIRK P	08/24/2023	\$3,701.83
00027528	E04089	HUTCHINS, DONALD J	08/24/2023	\$3,817.11
00027529	E03815	HUYNH, AI KELLY	08/24/2023	\$2,452.81
00027530	E03559	HUYNH, THI A	08/24/2023	\$3,347.77
00027531	E04915	ITURRALDE, JENNIFER L	08/24/2023	\$1,595.95
00027532	E04583	JENSEN, MICHAEL J	08/24/2023	\$3,534.15
00027533	E02935	JENSEN, NICKOLAS K	08/24/2023	\$4,741.51

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00027534	E04587	JIMENEZ JR, EFRAIN A	08/24/2023	\$4,420.96
00027535	E04781	JIMENEZ TAVAREZ, SERGIO J	08/24/2023	\$2,987.44
00027536	E04655	JOHNSON, CODY M	08/24/2023	\$2,564.45
00027537	E03368	JOHNSON, JASON L	08/24/2023	\$4,964.64
00027538	E03831	JORDAN, GERALD F	08/24/2023	\$3,222.59
00027539	E04610	JORDAN, VICTORIA A	08/24/2023	\$114.50
00027540	E04444	JULIENNE, PATRICK R	08/24/2023	\$3,724.61
00027541	E04460	KAISER, GEORGE R	08/24/2023	\$1,324.93
00027542	E04559	KELLEY, KRISTOFER D	08/24/2023	\$3,216.05
00027543	E04353	KEULIAN, SHELBY	08/24/2023	\$2,310.82
00027544	E04663	KIM, CHAD B	08/24/2023	\$2,600.92
00027545	E04641	KIM, EDWARD K	08/24/2023	\$230.27
00027546	E04538	KIMBERLY, ALLYSON L	08/24/2023	\$1,814.94
00027547	E03932	KIVLER, ROBERT J	08/24/2023	\$3,356.28
00027548	E03389	KOLANO, JOSEPH L	08/24/2023	\$4,885.90
00027549	E03294	KOVACS, LEA K	08/24/2023	\$3,806.02
00027550	E05000	KOVACS, TIMOTHY M	08/24/2023	\$2,923.43
00027551	E04669	KOVACS, TIMOTHY P	08/24/2023	\$4,971.34
00027552	E03484	KUNKEL, PETER M	08/24/2023	\$3,815.85
00027553	E04804	LADD, LAUREN M	08/24/2023	\$2,205.67
00027554	E04857	LANG, MICHAEL J	08/24/2023	\$7,879.29
00027555	E03511	LAZENBY, NICHOLAS A	08/24/2023	\$6,738.32
00027556	E04877	LE, BAO TINH THI	08/24/2023	\$2,038.94
00027557	E04021	LEE, RAPHAEL M	08/24/2023	\$4,664.75
00027558	E04970	LEIVA, EDUARDO C	08/24/2023	\$5,594.83
00027559	E03488	LEYVA, ERICK	08/24/2023	\$4,416.87
00027560	E04541	LINK, DEREK M	08/24/2023	\$4,752.86
00027561	E00030	LOERA JR, RAFAEL	08/24/2023	\$5,417.48
00027562	E05033	LOFFLER, CHARLES H	08/24/2023	\$6,444.26
00027563	E02645	LOPEZ, DAVID	08/24/2023	\$47,478.70
00027564	E05066	LORD, MARK A	08/24/2023	\$4,078.78
00027565	E04581	LOWEN, BRADLEY A	08/24/2023	\$17,288.90
00027566	E04761	LUCATERO, JESSE A	08/24/2023	\$2,734.87
00027567	E00027	LUKAS, STEVEN W	08/24/2023	\$2,374.96
00027568	E04048	LUX, ROBERT D	08/24/2023	\$2,662.43

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00027569	E03663	LUX, RYAN M	08/24/2023	\$4,746.21
00027570	E04772	LY, LINDALINH THU	08/24/2023	\$2,632.18
00027571	E04661	MACHUCA, ROBERTO	08/24/2023	\$4,059.31
00027572	E03752	MACY, TAYLOR A	08/24/2023	\$3,451.82
00027573	E04532	MANIACI, GIANLUCA F	08/24/2023	\$4,361.39
00027574	E04435	MARCHAND, MATTHEW P	08/24/2023	\$4,104.87
00027575	E01359	MARTINEZ JR, MARIO	08/24/2023	\$5,815.08
00027576	E04974	MARTINEZ, JUANITA PATRICIA	08/24/2023	\$2,959.53
00027577	E02792	MATA, RAQUEL D	08/24/2023	\$1,141.16
00027578	E04656	MAZON, JORGE L	08/24/2023	\$2,676.88
00027579	E02796	MCFARLANE, MARIA C	08/24/2023	\$2,287.62
00027580	E06761	MEEKS, REBECCA S	08/24/2023	\$4,459.07
00027581	E03826	MEERS, BRYAN J	08/24/2023	\$4,520.75
00027582	E02655	MENDOZA CAMPOS, MELISSA	08/24/2023	\$2,770.99
00027583	E04402	MERRILL, KENNETH E	08/24/2023	\$432.22
00027584	E03965	MIHALIK, DANNY J	08/24/2023	\$3,697.74
00027585	E04865	MORIN, LINDA M	08/24/2023	\$3,570.55
00027586	E04352	MORSE, JEREMY N	08/24/2023	\$5,176.90
00027587	E01940	MORTON, NATHAN D	08/24/2023	\$3,817.13
00027588	E04454	MOSER, MICHAEL A	08/24/2023	\$1,978.99
00027589	E03929	MURILLO JR, RAUL	08/24/2023	\$5,198.94
00027590	E04626	MURO, JASON M	08/24/2023	\$4,005.71
00027591	E04577	MUSCHETTO, PATRICK J	08/24/2023	\$2,435.45
00027592	E03422	NADOLSKI, THOMAS R	08/24/2023	\$3,244.32
00027593	E05084	NAKANO HITZKE, SARAH V	08/24/2023	\$2,484.00
00027594	E04111	NEELY, JACOB J	08/24/2023	\$2,692.89
00027595	E05111	NGUYEN, HAU D	08/24/2023	\$586.61
00027596	E02813	NGUYEN, TRINA T	08/24/2023	\$2,209.97
00027597	E04540	NIKOLIC, ADAM C	08/24/2023	\$5,131.77
00027598	E05146	NIZ, IXA N	08/24/2023	\$1,877.95
00027599	E05054	NUNEZ, BREANNE S	08/24/2023	\$2,319.85
00027600	E03367	OJEISEKHOBIA, JOHN O	08/24/2023	\$92.87
00027601	E03350	OLIVO, JOSHUA T	08/24/2023	\$4,421.53
00027602	E04035	ORTIZ, STEVEN TRUJILLO	08/24/2023	\$3,108.49
00027603	E03427	PANELLA, JOSEPH N	08/24/2023	\$3,664.15

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00027604	E04910	PAQUA, BRANDON J	08/24/2023	\$2,555.16
00027605	E01948	PARK, BRANDY J	08/24/2023	\$2,940.08
00027606	E02995	PAYAN, CRISTINA V	08/24/2023	\$3,071.16
00027607	E00824	PAYAN, LUIS A	08/24/2023	\$5,061.75
00027608	E04843	PEREZ, EMMANUEL	08/24/2023	\$2,765.49
00027609	E00145	PERKINS, JASON S	08/24/2023	\$5,252.54
00027610	E04429	PHAM, PHILLIP H	08/24/2023	\$3,659.98
00027611	E06938	PLUARD, DOUGLAS A	08/24/2023	\$4,431.73
00027612	E03299	POLOPEK, COREY T	08/24/2023	\$3,937.47
00027613	E05050	QUANG, DENNIS	08/24/2023	\$2,571.00
00027614	E04788	QUIROZ, LUIS A	08/24/2023	\$2,160.12
00027615	E05100	RAABE, MATTHEW A	08/24/2023	\$2,289.60
00027616	E03967	RAMIREZ OROZCO, SINDY	08/24/2023	\$3,611.05
00027617	E04955	RAMIREZ, KAYLYN C	08/24/2023	\$2,341.24
00027618	E03390	RAMIREZ, LUIS F	08/24/2023	\$4,105.23
00027619	E05021	RAMIREZ, TERRA M	08/24/2023	\$3,186.54
00027620	E04914	RAMOS, RODOLFO B	08/24/2023	\$495.31
00027621	E03217	RANEY, JOHN E	08/24/2023	\$4,555.26
00027622	E04941	RASMUSSEN, TRENTON L	08/24/2023	\$2,443.88
00027623	E04659	REED, THOMAS S	08/24/2023	\$3,376.95
00027624	E03486	REYES, RON A	08/24/2023	\$3,300.52
00027625	E04911	RICHARDS, BRYANT D	08/24/2023	\$2,601.73
00027626	E04437	RICHMOND, RYAN R	08/24/2023	\$3,212.20
00027627	E04860	ROCHA, RUDY A	08/24/2023	\$1,819.91
00027628	E04738	RODRIGUEZ, DANIEL	08/24/2023	\$3,148.22
00027629	E04082	RODRIGUEZ, JENNIFER M	08/24/2023	\$3,220.37
00027630	E05001	RODRIGUEZ, RYAN ELIJAH	08/24/2023	\$2,740.88
00027631	E04438	ROGERS, CHRISTIN E	08/24/2023	\$3,936.65
00027632	E04385	ROJAS, ASHLEY C	08/24/2023	\$2,303.82
00027633	E04507	ROMBOUGH, JENNIFER V	08/24/2023	\$2,177.82
00027634	E04552	RUZIECKI, ERIC T	08/24/2023	\$3,708.14
00027635	E02845	SALAZAR, SEAN M	08/24/2023	\$3,540.12
00027636	E04845	SALGADO JR., ALFREDO	08/24/2023	\$2,454.28
00027637	E03297	SAMOFF, TANYA L	08/24/2023	\$3,107.31
00027638	E02646	SANTANA, LINO G	08/24/2023	\$6,472.56

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00027639	E05086	SEELY, BRITTANY L	08/24/2023	\$488.03
00027640	E03035	SEYMOUR, SUSAN A I	08/24/2023	\$2,911.35
00027641	E04282	SHELGREN, CHRISTOPHER M	08/24/2023	\$3,739.14
00027642	E04616	SHIPLEY, AARON T	08/24/2023	\$3,651.57
00027643	E02937	SHORROW, NICOLE D	08/24/2023	\$3,008.92
00027644	E04864	SILVA, LEVI JOENIEL	08/24/2023	\$2,459.05
00027645	E04576	SIMONS, SHAYLEN L	08/24/2023	\$2,768.66
00027646	E04934	SLETTVET, HEATHER P	08/24/2023	\$3,299.19
00027647	E02587	SOSEBEE, DANNY J	08/24/2023	\$2,759.04
00027648	E03563	SPELLMAN, MARSHA D	08/24/2023	\$2,939.07
00027649	E04500	STAAL, GAREY D	08/24/2023	\$3,879.76
00027650	E03218	STARNES, CHARLES W	08/24/2023	\$4,078.63
00027651	E03761	STEPHENSON III, ROBERT M	08/24/2023	\$8,693.10
00027652	E04584	STROUD, BRIAN T	08/24/2023	\$4,318.45
00027653	E02979	TESSIER, PAUL M	08/24/2023	\$5,842.52
00027654	E04449	TRAN, SPENCER T	08/24/2023	\$2,700.85
00027655	E05145	VACCARO, CHRISTIAN L	08/24/2023	\$466.18
00027656	E02982	VAICARO, VINCENTE J	08/24/2023	\$4,733.08
00027657	E03053	VALENCIA, EDGAR	08/24/2023	\$14,803.92
00027658	E04667	VAUGHN, CALEB I	08/24/2023	\$1,751.74
00027659	E04977	VAZQUEZ, BRIAN M	08/24/2023	\$262.22
00027660	E04434	VELLANOWETH, KIMBRA S	08/24/2023	\$2,382.46
00027661	E04903	VIGIL, DANIEL C	08/24/2023	\$2,538.42
00027662	E03022	VU, TUONG-VAN NGUYEN	08/24/2023	\$2,509.28
00027663	E04730	VU, TYLER D	08/24/2023	\$3,010.22
00027664	E01905	WAINWRIGHT, JONATHAN B	08/24/2023	\$4,760.07
00027665	E03220	WARDLE, DENNIS	08/24/2023	\$3,628.11
00027666	E03213	WARDLE, SANTA	08/24/2023	\$2,127.99
00027667	E04758	WEYKER, CHRYSTAL L	08/24/2023	\$1,971.57
00027668	E03930	WHITNEY, CHERYL L	08/24/2023	\$1,994.78
00027669	E03305	WIMMER, ROYCE C	08/24/2023	\$4,660.52
00027670	E04762	WREN, DANIELLE E	08/24/2023	\$3,175.92
00027671	E04763	WRIGHT, SARAH A	08/24/2023	\$2,754.82
00027672	E04856	XU, DUO	08/24/2023	\$1,677.00
00027673	E03543	YELENSKY, SHANNON M	08/24/2023	\$2,139.44

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00027674	E04156	YERGLER, JOHN J	08/24/2023	\$4,415.13
00027675	E04722	YNIGUEZ, COLE A	08/24/2023	\$3,552.38
00027676	E09942	YOUNG, DAVID C	08/24/2023	\$1,222.94
00027677	E01978	ZMIJA, ADAM D	08/24/2023	\$4,722.25
00027678	E04517	AGUIRRE, ALFRED J	08/24/2023	\$3,218.11
00027679	E01626	AGUIRRE, ANSELMO	08/24/2023	\$2,204.58
00027680	E05087	ALVAREZ, CARLOS J	08/24/2023	\$1,966.60
00027681	E04631	ANDREI, IOAN	08/24/2023	\$1,211.42
00027682	E05113	ARAUJO, ANTONIO	08/24/2023	\$972.17
00027683	E04678	BABINSKI IV, SYLVESTER A	08/24/2023	\$2,038.57
00027684	E05098	BARNESE, VINCENZO A	08/24/2023	\$2,518.60
00027685	E05135	BARNHART, CHARLEY A	08/24/2023	\$1,056.84
00027686	E04336	BECERRA, RODOLPHO M	08/24/2023	\$2,225.20
00027687	E04972	BECERRA-SAMANIEGO JR, GABRIEL	08/24/2023	\$1,566.96
00027688	E01255	BOS, MICHAEL C	08/24/2023	\$2,330.81
00027689	E04650	BUCHLER, RAYMOND A	08/24/2023	\$1,765.71
00027690	E01584	CANDELARIA, DANIEL J	08/24/2023	\$4,036.38
00027691	E04300	CANO, EDGAR A	08/24/2023	\$2,722.72
00027692	E03828	CANTRELL, JEFFREY G	08/24/2023	\$2,899.57
00027693	E05063	CARRILLO, GEORGE	08/24/2023	\$2,516.35
00027694	E03811	CARRISOZA, ALBERT J	08/24/2023	\$2,480.41
00027695	E00916	CARTER, PHILLIP J	08/24/2023	\$3,567.53
00027696	E04869	CHAVEZ, DAMIAN JESUS	08/24/2023	\$779.84
00027697	E04551	CONTRERAS, GABRIELA R	08/24/2023	\$2,676.29
00027698	E03518	COTTON, JULIE T	08/24/2023	\$1,856.27
00027699	E03807	DE LA ROSA, VINCENT L	08/24/2023	\$3,332.14
00027700	E03736	DIBAJ, KAMYAR	08/24/2023	\$3,606.94
00027701	E05122	DORADO, ANTHONY	08/24/2023	\$1,074.59
00027702	E02515	DUVALL, RICK L	08/24/2023	\$2,731.77
00027703	E04514	ESPINOZA, ERIC M	08/24/2023	\$2,219.01
00027704	E03733	ESPINOZA, JULIA	08/24/2023	\$1,379.68
00027705	E03405	FERNANDEZ, CECELIA A	08/24/2023	\$1,336.93
00027706	E04990	FLORES, MITCHELL C	08/24/2023	\$1,475.03
00027707	E05064	FOX, LUCAS	08/24/2023	\$886.91
00027708	E05037	GAINES, JEFFREY S	08/24/2023	\$921.66

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00027709	E05010	GALVAN, EDGAR	08/24/2023	\$983.26
00027710	E04754	GARCIA, ALICIA R	08/24/2023	\$1,666.10
00027711	E04677	GIROUARD, CASEY G	08/24/2023	\$1,645.53
00027712	E05156	GOMEZ HERNANDEZ, RICARDO	08/24/2023	\$1,087.11
00027713	E04629	GOMEZ, DIANA	08/24/2023	\$1,050.41
00027714	E03341	GONZALEZ, JORGE	08/24/2023	\$1,291.36
00027715	E03400	GREENE, MICHAEL R	08/24/2023	\$2,440.03
00027716	E03685	GUZMAN, JESSE	08/24/2023	\$2,681.00
00027717	E04299	HANSEN, AARON R	08/24/2023	\$2,064.54
00027718	E03523	HARO, GLORIA A	08/24/2023	\$1,303.87
00027719	E03759	HERNANDEZ, HERMILO	08/24/2023	\$1,001.11
00027720	E04622	HOFER, ALICIA M	08/24/2023	\$2,041.54
00027721	E02874	HOLMON III, ALBERT J	08/24/2023	\$4,136.08
00027722	E04347	HSIEH, NICOLAS C	08/24/2023	\$3,716.62
00027723	E03588	HUYNH, HUY HOA	08/24/2023	\$2,466.12
00027724	E04831	ILFELD, MATTHEW D	08/24/2023	\$1,806.93
00027725	E01907	JACOT, ROSEMARIE	08/24/2023	\$2,392.57
00027726	E04296	JOHNSON, ERIC W	08/24/2023	\$1,733.74
00027727	E04979	JURADO, MICHAEL	08/24/2023	\$1,379.19
00027728	E04470	KAYLOR, BRENT	08/24/2023	\$2,629.01
00027729	E04728	KHALIL, MARK M	08/24/2023	\$2,289.89
00027730	E03534	KIM, SAMUEL K	08/24/2023	\$4,369.57
00027731	E05115	KOUTSOYANOPULOS, ALDOCHRIS V	08/24/2023	\$1,437.80
00027732	E04382	KWIATKOWSKI, BRYAN D	08/24/2023	\$2,217.57
00027733	E02852	LADNEY, MARK W	08/24/2023	\$2,906.41
00027734	E04769	LAMAS, LEONEL A	08/24/2023	\$1,086.03
00027735	E03813	LEWIS, SHAN L	08/24/2023	\$3,655.67
00027736	E03301	LEYVA, RAUL	08/24/2023	\$3,716.79
00027737	E05065	LOMELI, JONATHAN	08/24/2023	\$1,178.07
00027738	E05155	LOPEZ, MOISES	08/24/2023	\$1,103.58
00027739	E05006	MARQUEZ, STEVEN ADAM	08/24/2023	\$1,422.44
00027740	E05364	MARU, NAVIN B	08/24/2023	\$5,007.58
00027741	E04665	MEJIA, DIEGO A	08/24/2023	\$2,166.22
00027742	E03493	MENDEZ, RIGOBERTO	08/24/2023	\$2,251.38
00027743	E04998	MENDOZA, LAURA	08/24/2023	\$1,032.81

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00027744	E04724	MOORE, DOUGLAS A	08/24/2023	\$2,804.67
00027745	E04827	MORELAND, ANDREW J	08/24/2023	\$1,679.23
00027746	E04222	MOSS, DANIEL C	08/24/2023	\$1,525.03
00027747	E01243	MURRAY JR, WILLIAM E	08/24/2023	\$7,829.30
00027748	E04634	NAVARRO, JUAN C	08/24/2023	\$2,957.09
00027749	E04969	ORNELLAS, MICHAEL	08/24/2023	\$3,586.34
00027750	E03378	ORTIZ, STEVEN T	08/24/2023	\$2,624.06
00027751	E04999	ORTUNO, ANIBAL	08/24/2023	\$2,073.44
00027752	E05114	PACE, FRANK D	08/24/2023	\$923.73
00027753	E03754	PINKSTON, RICHARD L	08/24/2023	\$2,641.84
00027754	E05112	POE, HEIDI L	08/24/2023	\$2,983.23
00027755	E04567	POWELL, AUSTIN H	08/24/2023	\$2,763.32
00027756	E03799	QUIROZ, ROLANDO	08/24/2023	\$3,450.25
00027757	E05031	RAMIREZ, AACIN	08/24/2023	\$2,089.18
00027758	E04572	REED, MELVIN P	08/24/2023	\$2,064.02
00027759	E02058	REYES, DELFRADO C	08/24/2023	\$1,356.41
00027760	E04295	ROBLES, RAFAEL	08/24/2023	\$2,076.67
00027761	E04563	RODRIGUEZ, ADRIANNA M	08/24/2023	\$1,264.98
00027762	E05141	RODRIGUEZ, JOY R	08/24/2023	\$921.07
00027763	E05004	RUELAS, SERGIO	08/24/2023	\$1,680.24
00027764	E04289	SALDIVAR, RICARDO	08/24/2023	\$1,639.87
00027765	E04505	SANTOS, MICHAEL F	08/24/2023	\$3,502.01
00027766	E05166	SEVELU, FAASEGA J	08/24/2023	\$978.27
00027767	E04836	SOTO, WILLIAM A	08/24/2023	\$2,048.00
00027768	E05089	STAIR, DEAN T	08/24/2023	\$1,261.98
00027769	E03091	SUDDUTH, STEPHEN D	08/24/2023	\$2,806.96
00027770	E01625	TAPIA, LUIS A	08/24/2023	\$3,115.51
00027771	E04756	TARIN, ALEXIS P	08/24/2023	\$2,697.29
00027772	E03239	TAUANU U, STEVE J	08/24/2023	\$2,533.94
00027773	E04773	THURMAN JR, EDWIN O	08/24/2023	\$1,097.31
00027774	E08679	THURMAN, RODERICK	08/24/2023	\$1,991.90
00027775	E04825	TRUJILLO, JOSEPH E	08/24/2023	\$1,629.76
00027776	E02482	UPHUS, MARK P	08/24/2023	\$4,691.24
00027777	E03681	VASQUEZ, JOSE A	08/24/2023	\$3,018.56
00027778	E05136	VASQUEZ, PEDRO	08/24/2023	\$1,885.61

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027779	E05134	VEGA, ERIC J	08/24/2023	\$1,011.15
00027780	E02942	VERA, EVARISTO	08/24/2023	\$2,649.20
00027781	E03727	VERGARA NEAL, ANA G	08/24/2023	\$3,198.65
00027782	E05093	VIRAMONTES, ALEXANDRA	08/24/2023	\$2,874.33
00027783	E01580	VU, DAI C	08/24/2023	\$4,182.06
00027784	E04362	VU, KHANG L	08/24/2023	\$3,900.95
00027785	E03414	WILLIAMS, HILLARD J	08/24/2023	\$0.00
00027786	E04006	WILLIAMS, RICHARD L	08/24/2023	\$2,543.32
00027787	E05023	YNIGUEZ, KARISSA N	08/24/2023	\$2,630.70
00027788	E03436	ZIEGLER, RICK S	08/24/2023	\$1,067.89
00027789	E03917	ALLEN, CHRISTOPHER L	08/24/2023	\$77.20
00027790	E04163	AMBRIZ GARCIA, EDWARD D	08/24/2023	\$1,493.55
00027791	E04784	BANUELOS, ALEJANDRO	08/24/2023	\$2,747.34
00027792	E04063	BERGER, JAN	08/24/2023	\$2,577.71
00027793	E00651	BERMUDEZ, ROBERT P	08/24/2023	\$3,618.65
00027794	E03495	BLAS, VICTOR T	08/24/2023	\$3,524.33
00027795	E00070	CANNON, TIM P	08/24/2023	\$4,464.76
00027796	E04365	DAN, CARINA M	08/24/2023	\$2,561.56
00027797	E04440	DAVIS, RYAN H	08/24/2023	\$1,630.85
00027798	E03145	DE LA ROSA, FRANK X	08/24/2023	\$2,251.42
00027799	E03051	DIEMERT, RONALD W	08/24/2023	\$2,614.95
00027800	E02718	ESCOBAR, CHRIS N	08/24/2023	\$2,950.47
00027801	E03688	GLENN, JEREMY J	08/24/2023	\$111.09
00027802	E01618	GOMEZ, JOSE	08/24/2023	\$2,239.76
00027803	E02701	GONZALEZ, ALEJANDRO	08/24/2023	\$7,016.99
00027804	E03763	GRIFFIN, LARRY	08/24/2023	\$3,222.29
00027805	E04828	GUERRERO, MICHAEL V	08/24/2023	\$1,917.13
00027806	E04018	HAENDIGES, ROBERT A	08/24/2023	\$2,303.56
00027807	E03575	HART, RYAN S	08/24/2023	\$2,744.55
00027808	E03399	HOWENSTEIN, FRANK D	08/24/2023	\$2,640.47
00027809	E03406	HUY, EDWARD A	08/24/2023	\$3,006.37
00027810	E03446	JIMENEZ, VIDAL	08/24/2023	\$4,003.74
00027811	E04782	JIN, LIYAN	08/24/2023	\$2,678.66
00027812	E03254	KIRZHNER, ALLEN G	08/24/2023	\$2,720.89
00027813	E05095	LALLY, JASON T	08/24/2023	\$2,291.14

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00027814	E03988	LI, REBECCA PIK KWAN	08/24/2023	\$4,231.84
00027815	E02063	MA AE, DAVID	08/24/2023	\$2,266.48
00027816	E03249	MANSON, RAQUEL K	08/24/2023	\$3,042.83
00027817	E04837	MARTINEZ, ALFREDO	08/24/2023	\$2,084.35
00027818	E02124	MEISLAHN, TYLER	08/24/2023	\$2,171.43
00027819	E04403	MONTGOMERY, JESSE K	08/24/2023	\$2,737.80
00027820	E03590	MOYA JR, STEVEN J	08/24/2023	\$2,523.43
00027821	E03519	MURAD, BASIL G	08/24/2023	\$3,469.59
00027822	E03144	NATLAND, KIRK L	08/24/2023	\$1,666.30
00027823	E04291	NGUYEN, DUC TRUNG	08/24/2023	\$2,349.22
00027824	E04904	NGUYEN, LISA	08/24/2023	\$690.62
00027825	E03221	NICOLAE, CORNELIU	08/24/2023	\$3,217.79
00027826	E04210	NUNES, BRANDON S	08/24/2023	\$2,353.21
00027827	E03923	ORNELAS, ANDREW I	08/24/2023	\$2,749.10
00027828	E03582	ORTEGA, DAVID A	08/24/2023	\$2,680.70
00027829	E03578	PASILLAS, CELESTINO J	08/24/2023	\$3,219.04
00027830	E03170	PEARSON, WILLIAM F	08/24/2023	\$2,603.39
00027831	E04805	POLIDORI, JESSICA J	08/24/2023	\$3,676.11
00027832	E02500	PORRAS, STEPHEN	08/24/2023	\$3,434.73
00027833	E07590	RUITENSCHILD, LES A	08/24/2023	\$3,465.18
00027834	E03926	RUIZ, JONATHAN	08/24/2023	\$3,401.42
00027835	E07690	SANTOS, ALEXIS	08/24/2023	\$2,217.73
00027836	E07692	SARMIENTO, ADRIAN M	08/24/2023	\$5,207.28
00027837	E04956	SON, TOMMY T	08/24/2023	\$2,121.91
00027838	E04301	TALAMANTES JR, ALBERT	08/24/2023	\$2,341.52
00027839	E04121	TRAN, MINH K	08/24/2023	\$2,549.86
00027840	E08881	VALENZUELA, ALEJANDRO N	08/24/2023	\$3,988.23
00027841	E01882	VIRAMONTES, JESSE	08/24/2023	\$1,987.77
00027842	E04195	WOLLAND, RONALD J	08/24/2023	\$2,332.27
00027843	E09940	YERGENSEN, VICTOR K	08/24/2023	\$3,092.28
00027844	E09954	ZAVALA, JOHN	08/24/2023	\$2,757.49
00027845	E05099	BECK, CRAIG A	08/24/2023	\$3,157.87
00027846	E00740	BLODGETT, GREG	08/24/2023	\$10,003.78
00027847	E01338	CARRENO, SHAUNA J	08/24/2023	\$2,281.77
00027848	E03808	CHENG, ALANA R	08/24/2023	\$3,710.50

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00027849	E03353	COVARRUBIAS, MONICA	08/24/2023	\$3,803.59
00027850	E05102	FLORES CRUZ, LAURA	08/24/2023	\$2,054.17
00027851	E03697	GUERRERO, PAUL	08/24/2023	\$3,113.78
00027852	E04750	HO, VY D	08/24/2023	\$1,905.12
00027853	E04096	HUYNH, DANNY	08/24/2023	\$4,284.85
00027854	E02612	KLOESS, VILMA C	08/24/2023	\$2,938.26
00027855	E01949	LE, IVY	08/24/2023	\$2,014.87
00027856	E05092	LE, LINH D	08/24/2023	\$2,259.33
00027857	E01280	LE, TAMMY	08/24/2023	\$1,775.57
00027858	E03617	LEE, GRACE E	08/24/2023	\$3,091.17
00027859	E05828	MIDDENDORF, LINDA	08/24/2023	\$3,441.29
00027860	E02895	MOURE, SVETLANA	08/24/2023	\$2,787.58
00027861	E03255	NGUYEN, PHUONG VIEN T	08/24/2023	\$2,324.29
00027862	E02560	NGUYEN, QUANG	08/24/2023	\$2,844.47
00027863	E01286	NGUYEN, TINA T	08/24/2023	\$2,247.57
00027864	E03541	PHI, THYANA T	08/24/2023	\$2,880.99
00027865	E05106	ROMERO, ALEX	08/24/2023	\$1,902.29
00027866	E04408	THRONE, TIMOTHY E	08/24/2023	\$2,542.59
00027867	E02543	TO, TANYA L	08/24/2023	\$1,765.32
00027868	E01971	TRAN, CUONG K	08/24/2023	\$2,679.53
00027869	E02056	TRUONG, ELAINE	08/24/2023	\$1,902.41
00027870	E02562	VO, THANH-NGUYEN	08/24/2023	\$1,938.00
00027871	E05104	YANG, DAEUN	08/24/2023	\$2,256.68
			EFT - Total	\$1,775,839.06
			Overall - Total	\$1,833,348.09

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Ursula Luna-Reynosa
Dept.:	City Manager	Dept.:	Economic Development and Housing
Subject:	Adoption of a Resolution approving the issuance of bonds by the California Municipal Finance Authority as conduit financing for the Garden Brook Senior Village Project located at 10080 and 10180 Garden Grove Boulevard, Garden Grove. (<i>Action Item</i>)		
		Date:	9/12/2023

OBJECTIVE

The purpose of this report is to request the City Council conduct a Public Hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the "Code"), regarding the adoption of a resolution approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of the Garden Grove Pacific Associates, a California Limited Partnership (the "Borrower") or a partnership created by Pacific West Communities, Inc. (the "Developer"), consisting at least of the Developer or a related person to the Developer and one or more limited partners. This Public Hearing and resolution are solely for the purposes of satisfying the requirements of TEFRA, the Code, and the California Government Code Section 6500 (and following).

BACKGROUND

The Borrower has requested that the CMFA serve as the municipal issuer to adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued in an aggregate principal amount not to exceed \$150,000,000 (the "Bonds") for the acquisition, construction, improvement and equipping of a 394-unit senior multifamily rental housing project located at 10080 and 10180 Garden Grove Boulevard, Garden Grove, California, generally known as Garden Brook Senior Village (the "Project").

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Garden Grove must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use

of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

A TEFRA hearing was held and a resolution approved for this financing on November 14, 2017. The maturity date is now being extended and pursuant to federal law, a "technical re-issuance" of the bonds is required along with a TEFRA Hearing and new resolution considered. The lease up of the property was significantly longer than originally anticipated due to a burst water pipe that impacted half of the building and delayed opening. The bond maturity date being extended will provide some flexibility in managing cash flows and spread out the repayment obligations over a longer period of time to reduce immediate financial strain and improve the project's feasibility.

DISCUSSION

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

FINANCIAL IMPACT

There is no financial impact to the City as the proposed conduit debt will be the sole responsibility of the Borrower, both financially and legally. The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Garden Grove, \$27,000 was allocated by the CMFA to the City's General Fund in 2018 when the original financing closed.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public hearing, accept and consider comments and any oral and written testimony regarding the adoption of a Resolution approving the issuance of the bonds by CMFA; and
- Adopt the attached Resolution in favor of the issuance of the bonds by CMFA.

By: Monica Covarrubias
Sr. Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
TEFRA Resolution	8/30/2023	Resolution	9-12-23_TEFRA_Resolution_-_Garden_Brook_Senior_Village_4128-8806-5039_4.pdf
TEFRA Public Hearing Notice	8/30/2023	Notice	9-12-23_TEFRA_Final_Public_Notice_-_Garden_Brook_Senior_Village_4128-8806-5039_4(2).pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY EXEMPT FACILITY BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$150,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF GARDEN BROOK SENIOR VILLAGE AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Garden Grove Pacific Associates, a California Limited Partnership or a partnership of which Pacific West Communities, Inc. (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$150,000,000 (the "Bonds") for the acquisition, construction, improvement and equipping of a senior multifamily rental housing project of up to 400-units located at 10080 and 10180 Garden Grove Boulevard, Garden Grove, California, generally known as Garden Brook Senior Village (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds by the Authority must be approved by the City of Garden Grove (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following the public hearing notice duly published, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Garden Grove as follows:

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. This Resolution shall take effect immediately upon its adoption; and the City Clerk shall certify to its adoption.

CITY OF GARDEN GROVE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, September 12, 2023, at 6:30 p.m. a Public Hearing as required by Section 147(f) of the Internal Revenue Code of 1986 will be held with respect to a proposed plan of financing providing for the issuance by the California Municipal Finance Authority (the "Authority") of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, in an amount not to exceed \$150,000,000 (the "Bonds"). The proceeds of the Bonds will be used to: (1) finance or refinance the acquisition, construction, improvement and equipping of Garden Brook Senior Village, a senior multifamily rental housing project of up to 400-units located at 10080 and 10180 Garden Grove Boulevard, Garden Grove, California; and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The facilities are to be owned by Garden Grove Pacific Associates, a California Limited Partnership (the "Borrower") or a partnership of which Pacific West Communities, Inc. (the "Developer") or a related person to the Developer is the general partner.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

The Public Hearing will commence at 6:30 p.m. or as soon thereafter as the matter can be heard, and will be held at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California. Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed or refinanced may attend the public hearing or, prior to the time of the hearing, submit written comments to City Clerk, City of Garden Grove, 11222 Acacia Parkway, P.O. Box 3070, Garden Grove, California 92840.

Additional information concerning the above matter may be obtained by contacting Monica Covarrubias, Office of Economic Development, at 714-741-5788, or monicac@ggcity.org.

/s/ TERESA POMEROY, CMC
CITY CLERK

Dated: August 18, 2023

Publish: August 29, 2023