

AGENDA



Garden Grove City
Council

Tuesday, February 27,
2024

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steve Jones

Mayor

Cindy Tran

Mayor Pro Tem - District 3

George S. Brietigam

Council Member - District 1

John R. O'Neill

Council Member - District 2

Joe DoVinh

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen-Penalosa

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

INVOCATION

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

1. PRESENTATIONS

- 1.a. Information on the 49th Annual Americana Awards as presented by Howard Kummerman, Executive Director of Cypress College Foundation.

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. Acceptance of Project No. CP1205000 – Magnolia Reservoirs and Booster Pump Station Rehabilitation Project as complete. *(Action Item)*
- 3.b. Approval of the First Amendment to the Lease Agreement with Strive Health for office space located at 12966 Euclid Street, Garden Grove. *(Action Item)*
- 3.c. Approval of the proposed Fiscal Year 2024-25 West Orange County Water Board Cost Sharing Budget and Amendment to the Joint Powers Authority Agreement. *(Action Item)*
- 3.d. Approval of Amendment No. 1 to the agreement with Parkwood Landscape Maintenance, Inc. to provide median landscaping services. (Cost: \$250,000) *(Action Item)*
- 3.e. Receive and file minutes from the meeting held on January 23,

2024. (*Action Item*)

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

3.g. Approval to waive full reading of ordinances listed. (*Action Item*)

4. ITEMS FOR CONSIDERATION

4.a. Approval of a Cooperative agreement for Euclid Street Corridor Traffic Signal Synchronization Project (CP1325000).
(Cost: \$286,377) (*Action Item*)

5. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

5.a. Second Reading and Adoption of Ordinance No. 2952

Entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING ZONING AMENDMENT NO. A-036-2023 TO AMEND THE CITY'S OFFICIAL ZONING MAP TO CHANGE THE ZONING DESIGNATION OF PROPERTIES LOCATED AT 13252 BROOKHURST STREET AND 10052 CENTRAL AVENUE AND IDENTIFIED AS ASSESSOR'S PARCEL NOS. 099-031-01, 099-031-02, 099-031-008, AND 099-0310-09 FROM C-1 (NEIGHBORHOOD COMMERCIAL) AND R-2 (LIMITED MULTIPLE RESIDENTIAL) TO R-3 (MULTIPLE-FAMILY RESIDENTIAL). (*Action Item*)

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

6.a. Update on the Civic Center Revitalization Project as requested by City Manager Kim.

7. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, March 12, 2024, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of Project No. CP1205000 – Magnolia Reservoirs and Booster Pump Station Rehabilitation Project as complete. (<i>Action Item</i>)	Date:	2/27/2024

OBJECTIVE

For the Garden Grove City Council to accept Project No. CP1205000 – Magnolia Reservoirs and Booster Pump Station Rehabilitation Project as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvements and Work.

BACKGROUND

The Magnolia Reservoir and Booster Pump Station Rehabilitation Project consists of the repair work for the buried pre-stressed concrete reservoir and the booster pump station located at Magnolia Park. The extent of the work is as follows: The reservoir repairs consist of crack, spall, and joint repair, construction of seismic curb, roof waterproofing, rust spot repair, and the addition of a fall protection system. Site Improvements include rerouting the existing sub-drain sump pump piping, replacement of the sump hatch and sump vault lid and hatch, repair of the overflow flap gate, construction of a new parking lot and ADA ramp, installation of bollards and a mow strip around the reservoir, and replacement of the meter vault and piping. The repair work for the pump station consists of replacement of the existing engine and booster pump, replacement of the existing exhaust system, replacement of the existing catalytic converter, replacement of two 10-inch butterfly valves, replacement of the 10-inch check valve, refurbishment of the existing flow control valve, and replacement of the roof and existing removable dormer.

DISCUSSION

The contractor, Pacific Hydrotech Corporation, has completed this project in accordance with the plans, specifications and other contract documents.

FINANCIAL IMPACT

The project was funded with Water Funds. The retention payment will be released

after recordation of the Notice of Completion with the County of Orange.

RECOMMENDATION

It is recommended that the City Council:

- Accept Project No. CP1205000 - Magnolia Reservoirs and Booster Pump Station Rehabilitation Project as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Rebecca Li, Senior Civil Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	2/21/2024	Backup Material	Notice_of_Completion_CP1205000_Signed.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 Garden Grove City Council, Orange County, California, has caused a public improvement, to wit:

PROJECT NO. CP1205000
MAGNOLIA RESERVOIRS AND BOOSTER PUMP STATION REHABILITATION
PROJECT

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 PACIFIC HYDROTECH CORPORATION, on the 24th day of November, 2020, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the 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 27th day of February 2024; that the nature of the title to said property of said City Council 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. CP1205000
MAGNOLIA RESERVOIRS AND BOOSTER PUMP STATION REHABILITATION
PROJECT

NOTICE OF COMPLETION
PROJECT NO CP1205000 - MAGNOLIA RESERVOIRS AND BOOSTER PUMP STATION
REHABILITATION PROJECT
February 27, 2024
Page 2 of 2

NAME OF SURETY on Labor and Material Bond is: Liberty Mutual Insurance Company
790 The City Drive South, Suite 200,
Orange, CA 92868
Tel No. (714) 238-1828

DATED this _____ day of _____ 20 ____

GARDEN GROVE CITY COUNCIL

By _____
City Manager of the Garden Grove
City Council

ATTEST:

Secretary of Garden Grove City Council

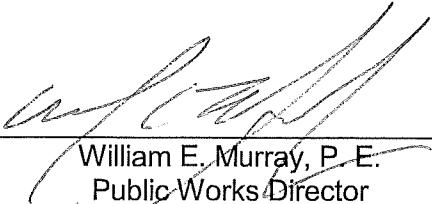
STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the Public Works Director 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 2/13/2024 at Garden Grove, California
(Date) (Place)



William E. Murray, P. E.
Public Works Director

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Ursula Luna-Reynosa
Dept.:	City Manager	Dept.:	Economic Development and Housing Department
Subject:	Approval of the First Amendment to the Lease Agreement with Strive Health for office space located at 12966 Euclid Street, Garden Grove. (<i>Action Item</i>)	Date:	2/27/2024

OBJECTIVE

For City Council to consider an Amendment with Strive Health for the lease of office space in the Garden Office Plaza located at 12966 Euclid Street, Garden Grove.

BACKGROUND

On November 30, 2023, the City acquired the office building located at 12966 Euclid Street (the "Property") from LT Properties Company (the "Original Lessor"). The Property is improved with a five-story office building containing 64,402 rental square feet. The office building was originally constructed in 1985, with an onsite surface parking lot. Upon acquisition the building was configured with 25 tenant suites of which 8 are unoccupied suites for a total vacancy rate of 32% (total unoccupied square footage).

Strive Health is located on the first (ground) floor in suite 110 and utilizes the space for administrative functions. Strive Health entered into their original lease agreement with the Original Lessor on December 8, 2022 to lease Suite 110 (1,035 square feet) (See Original Lease). The term of the original lease expired on December 31, 2023 and they are now in a holding over period.

DISCUSSION

Strive Health desires to amend their lease (the "First Amendment") to relocate from Suite 110 to Suite 525 (554 square feet) (See Office Stacking Chart) for a one year term scheduled to expire on February 28, 2025. The rental rate will be \$2.25 per square foot which is the same rate for Suite 110; however, ground floor space is more valuable than upper floor space. Suite 525 is smaller than Suite 110 so this move results in an increase of total vacancy from 32% to 37%; however, the entire

first floor will be available for lease which could provide flexibility for prospective tenants.

LEASE AMENDMENT DETAILS

- The lease follows a modified Gross Lease structure, with the tenant responsible for operational costs such as electricity, gas, water, and building maintenance.
- Effective February 27, 2024.
- Lease term extended to February 28, 2025.
- Monthly base rent set at \$2.25 Per Square Foot or \$1,246.50 from March 1, 2024, until the expiration date.
- Agreed Use modified, designating Suite 525 on the 5th floor, comprising approximately 554 rentable square feet, as the new premises.
- Lessee gains access to Suite 525 on February 28, 2024, for installation purposes and must vacate Suite 110 by March 15, 2024, leaving it in "broom clean" condition.
- The amendment addresses property taxes and brokerage representation by CBRE for the Landlord and Cresa Global, Inc. for the Tenant, with mutual consent.

FINANCIAL IMPACT

The City will receive lease revenues of \$1,246.50 monthly or annual revenue of \$14,985.00. Based on the proportionate share of the building's 10-year average of expenses, the City anticipates one-year expenses for Suite 525 to be around \$5,069.00.

RECOMMENDATION

It is recommended that the City Council:

- Approve the First Amendment to the Strive Health Lease; and
- Authorize the City Manager to execute the First Amendment, including any minor modifications as appropriate, and any other pertinent documents necessary to effectuate and/or implement the First Amendment, on behalf of the City.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Original Strive Health Lease	2/20/2024	Agreement	Original_Strive_Lease.pdf
Office Stacking Chart	2/16/2024	Backup Material	GGP_Stacking_Chart_2-1-24.pdf
Strive Health Lease	2/16/2024	Agreement	12966_Euclid_Street_-_Suite_110_-_Strive_Health_-

STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only December 8, 2022, is made by and between LT Properties Company, a California Limited Partnership ("Lessor") and Strive Health, LLC ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 12966 Euclid Street, Suite 110, Garden Grove, CA 92840 ("Premises"). The Premises are located in the County of Orange, and consist of approximately 1,035 rentable square feet and approximately _____ useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately 64,602 rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** 4 unreserved and 0 reserved vehicle parking spaces at a monthly cost of _____ per unreserved space and _____ per reserved space. (See Paragraph 2.6)

1.3 **Term:** Zero (0) years and Twelve (12) full calendar months ("Original Term") commencing January 1, 2023 ("Commencement Date") and ending December 31, 2023 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing following mutual execution of this Lease, payment of the amount due in section 1.7 below and fulfilling all obligations of this Lease ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$2,328.75 per month ("Base Rent"), payable on the first day of each month commencing on the Commencement Date. (See also Paragraph 4)

☐ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph ____.

1.6 **Lessee's Share of Operating Expense Increase.** one and sixty-one hundredths percent (1.61 %) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

- (a) **Base Rent:** \$2,328.75 for the period first full calendar month of the Lease Term.
- (b) **Security Deposit:** \$3,493.13 ("Security Deposit"). (See also Paragraph 5)
- (c) **Parking:** \$0.00 for the period _____.
- (d) **Other:** _____ for _____.
- (e) **Total Due Upon Execution of this Lease:** \$5,821.88.

1.8 **Agreed Use:** General Office Use. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2023. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm CBRE, Inc. License No. 00409987 Is the broker of (check one): ☒ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Peter Wells License No. 01718361 is (check one): ☒ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Cresa Global, Inc. License No. 00857710 Is the broker of (check one): ☒ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Blake Martin License No. 02080666 is (check one): ☒ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

~~(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____ % of the total Base Rent) for the brokerage services rendered by the Brokers.~~

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by N/A ("Guarantor"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 8:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and ----- a.m. to ----- p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and _____.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☒ Janitorial services

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☒ AM

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- ☐ Electricity
☐ Other (specify): _____

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- ☒ an Addendum consisting of Paragraphs 50 through 54 ;
☐ a plot plan depicting the Premises;
☐ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☒ other (specify): Paragraph 55 - Option to Extend .

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2.4 shall be of no force or effect if immediately prior to the Start Date, Lessee

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was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 Common Areas - Definition. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay In Possession. Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 Operating Expense Increase. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "Operating Expense Increase", in accordance with the following provisions:

(a) "Base Year" is as specified in Paragraph 1.9.

(b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a

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governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "Operating Expenses":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of

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this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

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6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder."

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

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(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amount of the required insurance. No such policy shall be cancelable or subject

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to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject

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to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the

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provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether

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such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful

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detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and

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Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 Options. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN AND REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE

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PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any

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prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 Definition. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

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Options

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39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. Reservations.

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☒ DS
have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and

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determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at:
On: 1/4/2023

By LESSOR:

LT Properties Company, a California
Limited Partnership

DocuSigned by:
[Signature]

By: [Signature]
Name Printed: Louis Tseng

Title: General Partner

Phone: _____

Fax: _____
Email: louis@targetelevators.com

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

DS
CBRE, Inc.
[Signature]

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Executed at:
On: 12/30/2022

By LESSEE:

Strive Health, LLC

DocuSigned by:
Amolitor

By: [Signature]
Name Printed: Amolitor

Title: President and COO

Phone: _____

Fax: _____

Email: amolitor@strivehealth.com

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

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Cresa Global, Inc.
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Attn: Peter Wells
Title: First Vice President

Attn: Blake Martin
Title: Advisor

Address: 3501 Jamboree Road, Suite 100 Newport Beach, CA 92660

Address: 515 S. Flower Street, Suite 300 Los Angeles, CA 90071

Phone: 949-413-5234

Phone: 213.430.2452

Fax: _____

Fax: _____

Email: Peter.Wells@cbre.com

Email: bmartin@cresa.com

Federal ID No.: _____

Federal ID No.: _____

Broker DRE License #: 00409987

Broker DRE License #: 00857710

Agent DRE License #: 01718361

Agent DRE License #: 02080666

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Garden Grove Plaza

Stacking Plan – February 1, 2024

12966 Euclid Street
Garden Grove, CA

VACANT Suite 500 BOMA 3,337 SF		CA Medical Evaluators Suite 508 Lease 2,133 SF Exp: 2/26/26 Start: 1/1/22		Ticor Title Co. Suite 550 Lease 1,712 SF Exp. 1/31/2024 Start: 11/20/20		Acute Data Suite 530 Lease 803 SF Exp: 1/1/26 Start:10/1/22		Tony H. Vu Suite 520 Lease 1,615 SF Exp: 11/30/26 Start: 9/1/23		VACANT Suite 510 BOMA 1,550 SF		VACANT Suite 525 BOMA 554 SF		VACANT Suite 515 BOMA 2,371 SF		14,075 SF			
Law Offices of Choi & Choi Suite 400 Lease 2,068 SF Exp: 5/31/27 Start: 4/1/12		VACANT Suite 450 BOMA 920 SF		T&T Group Suite 445 Lease 580 SF Exp: 11/30/26 Start: 10/1/23		Orange County Asian Pacific Islander Community Alliance, Inc. (OCAPICA) Suite 495 Lease 7,859 SF Exp. 8/31/26 Start: 7/1/23								OCAPICA Suite 425 Lease 1,905 SF Exp: 10/31/24 Start: 10/16/23		13,332 SF			
Investel Resorts Management, LLC Suite 300/320/330 Lease 13,272 SF Exp: 11/30/25 Start: 6/1/17																13,272 SF			
Paul Joo Suite 210 (250 E&F) Lease 1,573 SF Exp: 4/30/28 Start: 12/01/12		Mgmt. 250C 220 SF	James Nguyen 250D Lease 175 SF Exp: MTM Start: 4/1/18		Kitchen CC 73 SF	Hung Nguyen 250A/B Lease 430 SF Exp: MTM Start: 1/1/15		Western International Real Estate Suite 270 Lease 696 SF Exp: MTM Start: 4/1/17		Andrew Pham and Toan Tran Suite 275 Lease 662 SF Exp: MTM Start: 4/1/14		VACANT Suite 240 BOMA 1,074 SF		Pathways Community Services, ILC Suite 220 Lease 2,742 SF Exp: 6/30/28 Start: 7/1/213		Pathways Community Services LLC Suite 200/280 Lease 3,956 SF Exp: 6/30/28 Start: 7/1/23		11,601 SF	
VACANT Suite 100/120 BOMA 3,291 SF					Strive Health, LLC Suite 110 Lease 1,035 SF Exp: MTM Start: 1/1/23			VACANT Suite 130/150 BOMA 7,373 SF								11,699 SF			
Total Square Footage – 63,979 SF																			

Vacant	32%	(20,470 sf)
MTM	4.7%	(2,998 sf)
2024	5.6%	(3,617 sf)
2025	20.7%	(13,272 sf)
2026	20.3%	(12,990 sf)
2027	3.2%	(2,068 sf)
2028	13%	(8,271 sf)
Bldg Mgmt	0.5%	(293 sf)

1st **AMENDMENT TO LEASE**

THIS AMENDMENT TO LEASE is made and entered into as of Februray 27, 2024, by and between City of Garden Grove ("Lessor") **as successor-in-interest to LT Properties Company, a California Limited Partnership ("Original Lessor")** and Strive Health, LLC ("Lessee").

WHEREAS, on or about December 8, 2022 a Lease was entered into by and between **Original** Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 12966 Euclid Street, Suite 110, Garden Grove, CA 92840 (the "Premises"), and

WHEREAS, Lessor and Lessee ☐ have ☒ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☒ TERM: The Expiration Date is hereby ☐ advanced ☒ extended to February 28, 2025 (the "Expiration Date").

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: Effective March 1, 2024 the monthly Base Rent due shall be \$1,246.50 per month through the expiration date of February 28, 2025.

☒ OTHER: Premises: The Premises for the new Term shall be Suite 525, located on the 5th floor of the building consisting of approximately 554 rentable square feet in its current as-is condition. Lessee shall have access to suite 525 beginning February 28, 2024 for the purpose of installing furniture, fixtures and equipment. Lessee shall vacate suite 110 entirely no later than March 15, 2024 and leave it in "broom clean" condition free of any damage

Taxes: Lessor is a municipality exempt from property taxation. However, Revenue and Taxation Code 107 and 107.6 create a possessory tax assessed upon tenants based on the leasehold interest in Lessor's property. Lessor will endeavor to have all tax bills delivered to Lessor and Lessor will pay tax bills assessed upon Tenant's leasehold interest. In the event that the County Assessor delivers the tax bill to Tenant, Tenant agrees to remit the tax bill to Lessor for payment.

Brokerage Representation: Landlord and Tenant acknowledge that CBRE represents the Landlord ("Landlord's Broker") and Cresa Global, Inc. represents the Tenant ("Tenant's Broker") and both parties consent thereto.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

City of Garden Grove

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____

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By Lessee:

Strive Health, LLC

By: _____
Name Printed: Aaron Molitor
Title: President and COO
Phone: _____
Fax: _____

INITIALS

Email: _____

Email: amolitor@strivehealth.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

Address: _____
Federal ID No.: _____

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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of the proposed Fiscal Year 2024-25 West Orange County Water Board Cost Sharing Budget and Amendment to the Joint Powers Authority Agreement. (<i>Action Item</i>)		
		Date:	2/27/2024

OBJECTIVE

To receive City Council approval of the West Orange County Water Board Fiscal Year 2024-25 proposed cost sharing budget for operational expenses and cathodic protection system (CP) project cost.

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 shared water transmission lines for imported water. One of the connections is located near Bolsa/Newland and is referred to as OC-9. The other connection is located near Westminster/Willow and is referred to as OC-35.

Of those shared water transmission lines, the OC-9 and OC-35 transmission lines require life extension, as each pipeline is 65 years and 57 years old respectively. The average lifespan of a cement lined and coated steel pipeline ranges between 70-80 years. The options to ensure that water service to member agencies would continue into the future would be to replace the pipelines in 10 to 20 years at a cost of \$50 million or install a CP at a cost of \$8 million. On March 18, 2020, the WOCWB voted to proceed with the installation of a CP, which is also the most cost effective solution.

DISCUSSION

The joint powers agreement requires that the WOCWB prepare a proposed annual budget and that each of the contracting public agencies approve the budget before its adoption. The total WOCWB budget for fiscal year 2024-25 is \$1,665,300 for operational expenses and capital costs. A table showing the annual breakdown by

agency is included as an attachment. The OC-35 relocation project loan payment has been paid off by the City.

On September 12, 2023, City council approved the fifth amendment for the joint powers agreement with the WOCWB to permit alternate members to the board of directors. The WOCWB is proposing a sixth amendment to provide stipends up to a maximum of \$200 for board members and alternate board members for the purpose of reimbursing traveling expenses.

FINANCIAL IMPACT

The City of Garden Grove Water Services Division share is set at 4.2 percent of the total operational expenses and CP project cost and amount for an annual total of \$49,783. The funding is included in the Water Enterprise Fund's operating budget. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the West Orange County Water Board Fiscal Year 2024/25 proposed cost sharing budget for operational expenses and cathodic protection system project cost;
- Approve the sixth amendment for the joint powers agreement with the West Orange County Water Board to provide stipends up to a maximum of \$200 for board members and alternate board members for the purpose of reimbursing traveling expenses; and
- Authorize the Mayor to execute the Sixth Amendment to the Joint Powers Agreement, on behalf of the City.

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

ATTACHMENTS:

Description	Upload Date	Type	File Name
Budget	2/13/2024	Backup Material	WOCWB_FY_24-25_Draft_Budget.pdf
Sixth Amendment Agreement	2/13/2024	Agreement	WOCWB_Amendment_6_to_JPA_-_Director_comp_(3).pdf

WEST ORANGE COUNTY WATER BOARD
PROPOSED FISCAL YEAR 2024/25 BUDGET

		FY 23/24 Approved	FY 24/25 Proposed
ACCOUNT NUMBER	ACCOUNT DESCRIPTION		
	OPERATING EXPENSES		
50885101.61200	Electricity	\$4,500	\$4,500
50885101.64620	Contracts for Repairs and Maintenance	\$30,000	\$35,000
	PLC Design for SCADA	\$25,000	\$70,000
	Vault (2) Refurbishment	\$20,000	\$0
50885101.69345	Auditing	\$5,500	\$5,800
50885101.69375	Attorney Fees	\$2,500	\$2,500
50885101.73010	General/Liability Insurance	\$9,500	\$10,000
50885101.75400	Board Stipend Expense	\$2,500	\$5,000
50885101.79100	Contingency	\$2,500	\$2,500
50885101.82100	OC-35 Turnout Rehabilitation Design	\$0	\$50,000
50885101.82100	Cathodic Protection	\$1,000,000	\$1,000,000
	OPERATING EXPENSES	\$1,102,000	\$1,185,300
	NON OPERATING EXPENDITURES		
50885102.88010	Debt Service ¹	\$475,000	\$480,000
	SUBTOTAL	\$1,577,000	\$1,665,300
50885103.82100	Cathodic Protection Design ²	\$300,000	
50885103.82100	Cathodic Protection Construction		\$3,700,000
	TOTAL		\$5,365,300

¹Cities of Huntington Beach and Seal Beach for OC-35 realignment project loan

² Cathodic Protection Project Funds will come from funds already collected for the project beginning in FY 2020-21, including the current request, and will not increase the total budget request.

FISCAL YEAR 2024/25 PROPOSED BUDGET AGENCY CONTRIBUTIONS

Operating Budget (Including Cathodic Protection)

ACCOUNT NUMBER	AGENCY	OWNERSHIP PERCENTAGE	FY 24/25 COST
50800508.46610	Huntington Beach	56.1	\$664,953
50800508.46620	Garden Grove	4.2	\$49,783
50800508.46630	Seal Beach	14.3	\$169,498
50800508.46640	Westminster	25.4	\$301,066
	Totals	100.0	\$1,185,300

Sixth Year OC-35 Relocation Project Loan Payment

50800508.46610	Huntington Beach	56.1	\$382,512
50800508.46620	Garden Grove*	4.2	\$0
50800508.46630	Seal Beach	14.3	\$97,488
50800508.46640	Westminster*	25.4	\$0
	Totals	100.0	\$480,000

*Garden Grove and Westminster have paid off their portions of the loan

Total Adopted Budget

50800508.46610	Huntington Beach	56.1	\$1,047,465
50800508.46620	Garden Grove*	4.2	\$49,783
50800508.46630	Seal Beach	14.3	\$266,986
50800508.46640	Westminster*	25.4	\$301,066
	Total Budget		\$1,665,300

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

This SIXTH AMENDMENT TO JOINT POWERS AGREEMENT (“Sixth Amendment”) is entered into this ____ day of _____, 2024, 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; October 17, 2005; and October 18, 2023, 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 6 of the Joint Powers Agreement to increase the compensation for each sitting member of the West Orange County Water Board (“Board”), which has not increased since 2005.

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 6 of the Joint Powers Agreement is hereby amended and superseded in its entirety to read as follows:

“SECTION 6

Directors shall be compensated for attending meetings of the Board of Directors in an amount fixed by the Board, which shall not be in excess of \$200 per meeting of the Board. Additionally, the Board may provide for the reimbursement of traveling expenses for Directors between their place of residence and the location of the Board meeting. The Board may provide for the reimbursement of the expenses of a Director if such are directed by the Board to attend any meeting or other activity which it is determined by the Board to be in the best interest of the West Orange County Water Board and which relates to the accomplishment of the purposes herein provided for. The compensation herein provided for shall be in addition to any other fee or compensation to which the person entitled thereto might otherwise be entitled to receive by reason of some other office or position which they may hold.”

[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 Amendment No. 1 to the agreement with Parkwood Landscape Maintenance, Inc. to provide median landscaping services. (Cost: \$250,000) (Action Item) Date: 2/27/2024

OBJECTIVE

To seek City Council approval to amend an agreement with Parkwood Landscape Maintenance, Inc. (Parkwood) to include funding for the application of mulch to various city medians.

BACKGROUND

Senate Bill 1383 (SB 1383) mandates that the City needs to procure and use .08 tons of Recovered Organic Waste Products (ROWP) per resident, for a total of over 13,798 tons on a yearly basis. Assembly Bill 1985 (Rivas, 2022) allowed for a tiered approach to the purchase and use of ROWP, and in 2024, there is a 65% (8,968.8 tons) procurement mandate.

On July 25, 2023, the City Council approved a five (5) year agreement with Parkwood to provide median maintenance services, executed one (1) year at a time. Included in the Request for Proposal was an optional work item for application of mulch to city medians.

DISCUSSION

One of the many methods staff has identified to meet the ROWP mandate is to apply mulch to various locations such as parks and medians.

While not included in the initial agreement amount, staff would like to add \$50,000 to the agreement with Parkwood for the application of mulch to city medians to assist in its ROWP requirements. The \$50,000 would be on a yearly contract term basis, for a total of \$250,000 added to the total amount of the 5 year agreement. Currently, the mulch can be obtained from Orange County Waste and Recycling at no charge. The

\$50,000 is for the transportation and application of the mulch.

FINANCIAL IMPACT

In 2022, the City received SB 1383 Local Assistant Grant Funds from CalRecycle to assist with items related to SB 1383 implementation, including the purchase, use and application of ROWP. The initial round of grant funding needs to be expended by May 2, 2024, which would provide funding through the end of the first term of the agreement with Parkwood.

Staff has submitted an application to CalRecycle for \$298,847 in additional grant funding that, if awarded, would last through April or May 2026 and would be able to fund the program through the term of the grant. Funding for FY 27- 28 and future years would be included in the Public Works budget if no grants are available.

RECOMMENDATION

It is recommended that City Council:

- Approve the amendment to the agreement to add \$50,000 per contract term (\$250,000) to the agreement with Parkwood Landscape Maintenance, Inc. for a new total contract total of \$1,200,753.93; and
- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as needed.

By: Mark Ladney, Senior Program Specialist

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: Amedment No 1.	2/20/2024	Agreement	Amendment_No.1_FY24.pdf
Attachment 2: Proposed Pricing per RFP	2/20/2024	Backup Material	Attachment_E_- _Proposal_Pricing_Mulch_and_Compost.pdf

CITY OF GARDEN GROVE

AMENDMENT NO. 1

To: Furnish all Labor, Materials and Equipment to Provide Landscape Maintenance Services for the City of Garden Grove per RFP S-1304.

This Amendment No. 1 to Furnish all Labor, Materials and Equipment to Provide Landscape Maintenance Services for the City of Garden Grove per RFP S-1304, is made and entered into this ____ day of _____ 2024, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Parkwood Landscape Maintenance, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **B240022** effective **July 25, 2023**.

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

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

Section 3: Compensation - shall be revised as follows:

The contract price is hereby increased, for mulching services, from \$180,758.39 to \$230,758.39 through the current term of the contract which is June 30, 2024, per Attachment "E".

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

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Parkwood Landscape Maintenance, Inc.

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

ATTACHMENT "E"
PROPOSAL PRICING

**MULCH & COMPOST PROCUREMENT REQUIREMENTS FOR LANDSCAPING
SERVICE PROVIDERS (PAGE 1 OF 2)**

1. Purchase of SB 1383 compliant mulch: \$ 247.00 per ton*
(Purchase price only includes the purchase amount)
2. Application of SB 1383 compliant mulch: \$ 198.00 per ton**
(Application includes cost of labor to apply)
3. Purchase of SB 1383 compliant compost: \$ 247.00 per ton*
(Purchase price only includes the purchase amount)
4. Application of SB 1383 compliant compost: \$ 198.00 per ton
(Application includes cost of labor to apply)
5. Cost of transportation per half hour: \$ 40.00 per ton

*City is aware that there options to obtain free compost, which is why this is a separate line item.

****Mulch application must be three (3) inches deep.**

ATTACHMENT "E"
PROPOSAL PRICING

**MULCH & COMPOST PROCUREMENT REQUIREMENTS FOR LANDSCAPING
SERVICE PROVIDERS (PAGE 2 OF 2)**

PLEASE EXPLAIN YOUR EXPERIENCE WITH SENATE BILL 1383 IN THE SPACE BELOW:

Parkwood Landscape Maintenance, Inc. has the necessary experience and knowledge and has a working relationship with local vendors which supply mulch and compost which meets the guidelines of Senate Bill 1383

PLEASE PROVIDE THE NAMES OF ANY AGENCIES THAT YOUR COMPANY IS CURRENTLY PROVIDING THESE SERVICES TO IN THE SPACE BELOW:

- City of Irvine
- City of Anaheim
- City of Diamond Bar
- City of Huntington Beach
- City of Laguna Beach
- City of Del Mar
- City of Long Beach

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 meeting held on January 23, 2024. (<i>Action Item</i>)	Date:	2/27/2024

Attached are the minutes from the meeting held on January 23, 2024, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	2/22/2024	Minutes	cc-min_01_23_2024.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, January 23, 2024

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

CONVENE MEETING

At 6:35 p.m., Mayor Jones convened the meeting.

ROLL CALL PRESENT: (7) Council Members O'Neill, Tran, DoVinh,
Klopfenstein, Nguyen-Penaloza, 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 GOODWILL AMBASSADORS
REPRESENTING ANYANG, REPUBLIC OF KOREA, AS PART OF THE 35TH ANNUAL
GARDEN GROVE SISTER CITY EXCHANGE PROGRAM (F: 83.1-2024)

UPDATE FROM THE ASSOCIATION OF CALIFORNIA CITIES – ORANGE COUNTY
(ACC-OC) (F: 74.11B)

Kris Murray, Executive Director of ACC-OC, provided an update and PowerPoint presentation detailing the role of ACC-OC connecting member agencies including public agencies, businesses, non-profits, and higher education institutions for the purpose of collaborating and developing policies specific to Orange County.

REPORT FROM GROUNDSWELL FORMERLY KNOWN AS THE OC HUMAN RELATIONS
COMMISSION AS PRESENTED BY CHRISTIAN LOPEZ (F: 23.17)

Christian Lopez, Secretary of the non-profit, GROUNDSWELL, provided an update and certificate to the City Council recognizing the City of Garden Grove's efforts to eliminate intolerance and to embrace diversity.

Speakers: Nicholas Dibs, Hung Nguyen, Maureen Blackmun, and Kurt.

RECESS

RECONVENE

ADOPTION OF A PROCLAMATION IN CELEBRATION OF THE UPCOMING LUNAR NEW YEAR COMMENCING SATURDAY, FEBRUARY 10, 2024 (F: 83.1-2024)

A Proclamation be adopted in celebration of the upcoming Lunar New Year commencing Saturday, February 10, 2024.

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

It was moved by Council Member Brietigam, seconded by Council Member DoVinh that:

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

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

CONSIDERATION OF FINAL PARCEL MAP NO. PM 2021-112 FOR THE PROPERTY
LOCATED AT 9801 AND 9811 BEVERLY LANE, GARDEN GROVE (F: 118.1)

It was moved by Council Member Brietigam, seconded by Council Member DoVinh that:

Final Parcel Map No. PM-2021-112 for the property located at 9801 and 9811 Beverly Lane, Garden Grove, be approved.

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

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

RECEIVE AND FILE THE HOUSING AUTHORITY ANNUAL REPORT FOR FISCAL YEAR
2022-23 (JOINT ACTION WITH THE GARDEN GROVE HOUSING AUTHORITY
(F: 128.1)

CITY COUNCIL ACTION

It was moved by Council Member Brietigam, seconded by Council Member DoVinh that:

The Housing Authority Annual Report as Housing Authority and as Housing Successor for Fiscal Year 2022-23, be received and filed.

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

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

HOUSING AUTHORITY ACTION

It was moved by Commissioner Jones, seconded by Commissioner O'Neill that:

The Housing Authority Annual Report as Housing Authority and as Housing Successor for Fiscal Year 2022-23, be received and filed.

The motion carried by an 8-0-1 vote as follows:

Ayes: (8) DoVinh, Jones, Klopfenstein, T. Nguyen, O'Neill, Tran, Brietigam, Nguyen-Penaloza
Noes: (0) None
Absent: (1) Beckles

RECEIVE AND FILE THE ANNUAL FINANCIAL REPORTS AND AUDITOR'S COMMUNICATION RELATED TO FISCAL YEAR 2022-23 ANNUAL AUDIT (F: 22.1)
(F: 34.1.2023)

This matter was considered later in the meeting.

APPROVAL OF AN AGREEMENT WITH HORIZON UNDERGROUND, INC., TO PROVIDE
ON-CALL SAW CUTTING SERVICES FOR WATER AND SEWER PROJECTS
(F: 55-HORIZON UNDERGROUND, INC.)

It was moved by Council Member Brietigam, seconded by Council Member DoVinh that:

The agreement with Horizon Underground, Inc., for on-call saw cutting services for water and sewer projects in the amount not to exceed \$190,000 per fiscal year with an annual option to extend the terms, for a total of five (5) fiscal years, 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) Brietigam, O'Neill, DoVinh, Klopfenstein,
Nguyen-Penaloza, Tran, Jones
Noes: (0) None

APPROVAL OF A COST SHARING AGREEMENT WITH THE MUNICIPAL WATER DISTRICT OF ORANGE COUNTY FOR ASSISTANCE WITH FEDERAL AND STATE COMPLIANCE TO DEVELOP A WATER SERVICE LINE INVENTORY (F: 55-MUNICIPAL WATER DISTRICT OF ORANGE COUNTY)

It was moved by Council Member Brietigam, seconded by Council Member DoVinh that:

The agreement with the Municipal Water District of Orange County to assist the City in developing a water service line inventory to comply with federal and state regulations, in the amount not to exceed \$235,580, be approved; and

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

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

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

WARRANTS

It was moved by Council Member Brietigam, seconded by Council Member DoVinh that:

Demands covered by EFT numbers 00032364 through 00033008 and check numbers 00185623 through 00185633 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 00033009 through 00033650 and check numbers 00185634 through 00185641 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 00033651 through 00034284 and check numbers 00185642 through 00185647 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) Brietigam, O'Neill, DoVinh, Klopfenstein,
Nguyen-Penaloza, Tran, Jones
Noes: (0) None

APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

It was moved by Council Member Brietigam, seconded by Council Member DoVinh that:

Full reading of ordinances listed be waived.

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

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

RECEIVE AND FILE THE ANNUAL FINANCIAL REPORTS AND AUDITOR'S COMMUNICATION RELATED TO FISCAL YEAR 2022-23 ANNUAL AUDIT (F: 22.1)
(F: 34.1.2023)

Following a PowerPoint presentation provided by Finance Director Patricia Song, it was moved by Council Member Brietiagam, seconded by Council Member O'Neill that:

The City of Garden Grove Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2022-23, be received and filed; and

The Auditor Communications to the City Council, be received and filed.

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

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

Noes: (0) None

PUBLIC HEARING – ADOPTION OF URGENCY ORDINANCE NO. 2950, EXTENDING
URGENCY ORDINANCE NO. 2949 IMPOSING A MORATORIUM ON THE APPROVAL OF
SUBSTANCE ABUSE TREATMENT CENTERS PURSUANT TO GOVERNMENT CODE
SECTION 65858 (F: 112.1)

(It was moved earlier in the meeting by Council Member Brietigam, seconded by Council Member DoVinh and approved unanimously that full reading of the ordinances listed be waived.)

Following the introduction by City Attorney Sandoval, Mayor Jones declared the public hearing open.

Speakers: Paul Simons, Diana Wydo, Daniel Hymus, Marina Sanchez, Tom Windhausen, Nicholas Dibs, Maureen Blackmun.

With no further testimony from the audience, Mayor Jones closed the public hearing.

Following City Council discussion, it was moved by Council Member O'Neill, seconded by Council Member Brietigam that:

Urgency Ordinance No. 2950, entitled: An Urgency Interim Ordinance of the City Council of the City of Garden Grove authorizing a 10 month and 15 day extension of Urgency Ordinance No. 2949 imposing a moratorium on the approval of substance abuse treatment centers pursuant to California Government Code Section 65858, be adopted.

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

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

AWARD A CONTRACT TO WILLDAN ENGINEERING TO PROVIDE CONSULTANT
ENGINEERING SERVICES (F: 55-WILLDAN ENGINEERING)

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

A contract be awarded to Willdan Engineering, in the amount not to exceed \$300,000 for consultant engineering services to augment engineering staffing needs until the permanent Associate Engineer position has been filled; and

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

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

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

AUTHORIZATION OF THE ISSUANCE OF A PURCHASE ORDER TO SUNROAD AUTO
LLC DBA KEARNY MESA FORD FOR THE PURCHASE OF 15 POLICE PATROL VEHICLES

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

The Finance Director be authorized to issue a purchase order in the amount of \$813,766.20 to Sunroad Auto LLC dba Kearny Mesa Ford for the purchase of 15 Police patrol vehicles.

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

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

FIRST READING OF AN ORDINANCE TO UPDATE THE GARDEN GROVE HOUSING
AUTHORITY COMPOSITION AND TENANT COMMISSIONERS APPOINTMENTS
(F: 122.1)

(It was moved earlier in the meeting by Council Member Brietigam, seconded by Council Member DoVinh and approved unanimously that full reading of the ordinances listed be waived.)

Following introduction by City Attorney Sandoval, it was moved by Council Member O'Neill, seconded by Council Member Nguyen-Penaloza that:

Ordinance No. 2951 entitled: An Ordinance of the City Council of the City of Garden Grove amending Section 2.56.030 of Chapter 2.56 of Title 2 of the Garden Grove Municipal Code pertaining to the composition and appointment of tenant commissioners to the Garden Grove Housing Authority be moved to second reading.

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

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

Noes: (0) None

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

DISCUSSION ON A PROPOSED TEMPORARY REGIONAL K9 SUPPORT TRAINING FACILITY AT PIONEER PARK AS REQUESTED BY THE CITY COUNCIL (F: 73.18)
(F: 82.1C)

Following City Council discussion it was moved by Council Member Klopfenstein, seconded by Council Member Nguyen-Penalosa that:

Staff be directed to conduct a feasibility study for establishing a Police K9 Training Facility Program at Pioneer Park; and

Staff be directed to follow up at a future City Council meeting to report on the findings.

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

Ayes: (7) Brietigam, O'Neill, DoVinh, Klopfenstein,
Ngyuen-Penaloza, Tran, Jones

Noes: (0) None

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

Council Member Brietigam thanked Council Member Nguyen-Penaloza for bringing the idea of community clean-up days forward and he announced the first Bulky Item Clean-up Day in 2024 will be on January 27, 2024, between 9:00 a.m. through 11:00 a.m. at Pacifica High School.

Council Member O'Neill announced that following the Clean-Up Day on Saturday, there will be one in District 2 at Skylark Elementary School on March 16, 2024; and

he encouraged residents to check the city's website on the community clean up schedule.

Mayor Pro Tem Tran wished everyone a Happy Lunar New Year and announced the upcoming Flower Street Event on historic Main Street that will be held on February 10th and 11th and will feature artwork, lion dances, live musical performances, flower fashion show, games, and vendors; and the Tet Festival hosted by the UVSA will be held at the OC Fairgrounds on February 9-11, 2024, and will include a variety of multicultural activities, and she will be coordinating with students at this event. She attended the Memorial Service for Mary Selz, founder of Thomas House, and expressed her admiration for Mary Selz who helped many less fortunate people by providing resources to become more independent. And, she gave a shout-out to the UVSA who gathered hundreds of donations for people to enjoy the upcoming Tet Festival. She stated that she attended the Library Advisory Committee meeting where discussion was held regarding the Latinx Spanish Heritage Month and indicated that she puts thought into the kinds of cultural events that could be celebrated in Garden Grove.

Council Member DoVinh congratulated Council Member Brietigam on his retirement after serving LAPD for 38 years. He noted the recent clean up and fencing of the property on Brookhurst Street, formerly the Marie Calendar's Restaurant; however, there is still some fencing that is open. As this is private property, it is the property owner's responsibility for clearing and fencing. In response to the representatives from Acadia Healthcare who spoke during the public hearing that was held tonight on the urgency ordinance to impose a moratorium on substance abuse treatment centers, he stressed the importance that the City Council be provided with comprehensive and timely information on this subject. He wished everyone a Happy Lunar New Year and is looking forward to the Tet parade in Westminster.

Council Member Klopfenstein noted that several years ago her grandmother, who was born in Garden Grove, passed away and today would have been her 100th birthday. She commented on the number of people who were an integral part of Garden Grove have passed away in the last few years, including Mr. Ric Lerma who will have passed a year ago this Thursday. To honor Mr. Lerma's memory and acknowledge everything he gave back, there will be a community blood drive held in his honor on Tuesday, February 13, 2024, from 11:30 a.m. to 6:00 p.m. at the Community Meeting Center.

Council Member Nguyen-Penaloza wished everyone a Happy Lunar New Year, and she wished Council Member DoVinh a belated happy birthday.

City Manager Kim announced the upcoming Garden Grove Chamber of Commerce Joint Mixer on Wednesday, January 24, 2024, from 5:30 p.m. – 7:30 p.m. at the Garden Grove Elks Lodge at 11551 Trask Avenue. She credited the Chamber CEO Claudette Baldemor with working towards promoting business in Garden Grove. She announced that there will be a community engagement meeting hosted by the

Garden Grove Police Department and the neighbors at Pioneer Park at 6:00 p.m. to 7:00 p.m. on Thursday, January 25, 2024.

Mayor Jones stated that tonight's meeting will be adjourned in memory of Pam Macneil, a dedicated volunteer, a long time board member of the Garden Grove Chamber of Commerce and Chair of the Women's Division Committee.

RECESS

At 8:50 p.m., Mayor Jones recessed the regular meeting to convene closed session to discuss the following:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1): Marine Perez, et al. vs. City of Garden Grove, et al., OCSC Case No. 30-2022-01281816

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1): Johnson v. City of Grants Pass, USCA (9th Cir.) Case Nos. 20-35752 & 20-35881

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: Nicholas Dibs

ADJOURN CLOSED SESSION

At 9:02 p.m., Mayor Jones adjourned closed session and reconvened the regular meeting with all City Council Members present.

City Attorney Sandoval announced that there was no reportable action taken by the City Council on the existing litigation concerning Marine Perez, et al. vs. City of Garden Grove; and that the City Council unanimously authorized the City Attorney to join in litigation as an amicus participant with other cities in support of the City of Grants Pass, Oregon, in the United States Supreme Court review of the 9th Circuit decision in Johnson v. City of Grants Pass.

ADJOURNMENT

At 9:03 p.m., Mayor Jones adjourned the meeting in memory of Pam Macneil. The next Regular City Council Meeting is scheduled on Tuesday, February 13, 2024, 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. (Action Item)	Date:	2/27/2024

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	2/21/2024	Warrants	2024.02.02_PY_Warrant.pdf

City of Garden Grove
Certificate of Warrants
Register Date:
Feb 8, 2024

This is to certify the demands covered by EFT numbers 00034922 through 00035557 and check numbers 00185657 through 00185667 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

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

Finance Director
Patricia Song

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PY - Payroll

Check Type: CHK

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185657	E05035	NGUYEN, TAN V	02/08/2024	\$49.27
00185658	E05183	CANTU, JANICE	02/08/2024	\$1,840.61
00185659	E00977	BELAIR, DIANE	02/08/2024	\$2,183.18
00185660	E05127	FLORES, ERIKA	02/08/2024	\$203.95
00185661	E04797	NADEAU, MICHAEL P	02/08/2024	\$579.67
00185662	E05120	NGUYEN, VICKY	02/08/2024	\$151.37
00185663	E05105	RODRIGUEZ, ROGER	02/08/2024	\$545.74
00185664	E05149	VAZQUEZ, ELOISA E	02/08/2024	\$233.09
00185665	E05163	VO, EDWIN N	02/08/2024	\$451.61
00185666	E03529	ROCHA, MICHAEL F	02/08/2024	\$2,378.12
00185667	E05067	SANCHEZ, MARTIN	02/08/2024	\$421.27
			CHK - Total	\$9,037.88

Check Type: EFT

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00034923	E04755	BRIETIGAM III, GEORGE S	02/08/2024	\$778.43
00034924	E02788	DAVIS, JEFFREY P	02/08/2024	\$2,019.17
00034925	E05080	DOVINH, JOSEPH T	02/08/2024	\$733.70
00034926	E04994	GREENUP, BREANNA C	02/08/2024	\$1,126.47
00034927	E00803	HADDAD, PAMELA M	02/08/2024	\$2,204.22
00034928	E04131	HERREN, NOELLE N	02/08/2024	\$3,278.38
00034929	E03612	JONES, STEVEN R	02/08/2024	\$337.86
00034930	E04442	KIM, LISA L	02/08/2024	\$5,164.05
00034931	E04536	KLOPFENSTEIN, STEPHANIE L	02/08/2024	\$609.24
00034932	E05072	LOPEZ, CARLOS	02/08/2024	\$1,814.85
00034933	E02787	MORAN, MARIE L	02/08/2024	\$3,059.41
00034934	E04537	NGUYEN, KIM B	02/08/2024	\$721.83
00034935	E04534	ONEILL, JOHN R	02/08/2024	\$787.28
00034936	E04528	PARK, SHAWN S	02/08/2024	\$2,560.59
00034937	E04443	POLLOCK, AMANDA M	02/08/2024	\$2,141.80
00034938	E06945	POMEROY, TERESA L	02/08/2024	\$4,022.26
00034939	E01964	PULIDO, ANA E	02/08/2024	\$4,955.66

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00034940	E05057	SATO, MICH L	02/08/2024	\$2,813.14
00034941	E03715	THAI, KRISTY H	02/08/2024	\$2,783.33
00034942	E05079	TRAN, CINDY NGOC	02/08/2024	\$787.42
00034943	E03983	VASQUEZ, LIZABETH C	02/08/2024	\$2,688.97
00034944	E04971	VITAL, ANDREA	02/08/2024	\$1,883.01
00034945	E05192	WEST, MATTHEW S	02/08/2024	\$7,319.95
00034946	E04230	WIMMER, MISSY M	02/08/2024	\$1,206.50
00034947	E04944	ANDERSON CAMBA, ASHLEIGH R	02/08/2024	\$2,541.08
00034948	E04764	BRADLEY, JANNA K	02/08/2024	\$2,805.56
00034949	E03766	CERDA, MARY C	02/08/2024	\$2,264.66
00034950	E04673	HART, BRANDI M	02/08/2024	\$1,505.69
00034951	E04363	KWAN, LIANE Y	02/08/2024	\$3,919.65
00034952	E01985	LEE, JANY H	02/08/2024	\$4,897.04
00034953	E03420	PROCTOR, SHERRILL A	02/08/2024	\$2,551.91
00034954	E05078	SANCHEZ, GIOVANNI P	02/08/2024	\$2,338.81
00034955	E04417	STEPHENSON, CAITLYN M	02/08/2024	\$2,453.41
00034956	E02115	STOVER, LAURA J	02/08/2024	\$5,509.05
00034957	E05082	YIN, ARTHUR	02/08/2024	\$2,288.20
00034958	E04390	AMBRIZ, STEPHANIE	02/08/2024	\$1,453.09
00034959	E04445	BROWN, KAREN J	02/08/2024	\$754.92
00034960	E03313	BUI, AI N	02/08/2024	\$1,383.82
00034961	E05068	CASTELLON, ALVARO A	02/08/2024	\$4,684.54
00034962	E04961	CHAO, VICTORIA	02/08/2024	\$1,686.03
00034963	E03686	CHAVEZ, JAIME F	02/08/2024	\$1,651.48
00034964	E03760	CHUNG, JANET J	02/08/2024	\$2,751.12
00034965	E05094	CORTEZ, ELIZABETH M.	02/08/2024	\$2,271.40
00034966	E04957	CURTSEIT, MARIA	02/08/2024	\$2,052.64
00034967	E04960	FUKAZAWA, KEISUKE	02/08/2024	\$2,441.51
00034968	E05055	GAMINO, LINDA M	02/08/2024	\$1,481.68
00034969	E03877	GOMEZ, STEVEN E	02/08/2024	\$1,687.06
00034970	E03429	GULLEY, SUSAN J	02/08/2024	\$963.24
00034971	E03016	HERNANDEZ, GARY F	02/08/2024	\$1,841.48
00034972	E04569	HOFFMAN, CORINNE L	02/08/2024	\$2,482.30
00034973	E05167	LOFFLER, SARAH N	02/08/2024	\$1,551.15
00034974	E00057	MANALANSAN, NEAL M	02/08/2024	\$2,245.44

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
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00034976	E01393	MENDEZ, ANGELA M	02/08/2024	\$2,203.95
00034977	E03628	MENDOZA, CHRISTI C	02/08/2024	\$2,149.76
00034978	E04958	NGO, TINA	02/08/2024	\$2,491.07
00034979	E04838	NIGATU, SELAMAWIT	02/08/2024	\$2,866.10
00034980	E02429	PHAM, ANH	02/08/2024	\$3,041.19
00034981	E03610	RAMIREZ, EVA	02/08/2024	\$2,184.41
00034982	E04973	RAMOS, NANCY	02/08/2024	\$3,273.18
00034983	E05097	RODRIGUEZ, SEBASTIAN	02/08/2024	\$2,090.49
00034984	E03539	SEGAWA, SANDRA E	02/08/2024	\$3,862.89
00034985	E04780	SONG, YUAN	02/08/2024	\$5,644.22
00034986	E03085	VICTORIA, PAUL E	02/08/2024	\$1,512.08
00034987	E04859	VO, MY TRA	02/08/2024	\$3,071.99
00034988	E03433	WESTON, RETA J	02/08/2024	\$374.65
00034989	E04674	WHITTAKER DEGEN, HELEN E	02/08/2024	\$619.04
00034990	E04527	YOO, MEENA	02/08/2024	\$2,505.42
00034991	E04493	ANDREWS, STEVEN F	02/08/2024	\$2,791.79
00034992	E00845	CHANG, TERENCE S	02/08/2024	\$3,087.72
00034993	E05091	ENCISO, MARIA VERONICA M	02/08/2024	\$2,285.84
00034994	E03498	ESPINOZA, VERNAL	02/08/2024	\$2,485.13
00034995	E04523	GALLO, CESAR	02/08/2024	\$3,442.02
00034996	E04415	GOLD, ANNA L	02/08/2024	\$2,316.08
00034997	E04713	HINGCO, ERNIE E	02/08/2024	\$2,100.38
00034998	E02617	KLOESS, GEOFFREY A	02/08/2024	\$4,807.44
00034999	E03571	MORAGRAAN, RACHOT	02/08/2024	\$4,156.56
00035000	E05071	OCHOA, NICOLAS E	02/08/2024	\$2,508.34
00035001	E01277	PROFFITT, NOEL J	02/08/2024	\$3,708.51
00035002	E01901	RAO, ANAND V	02/08/2024	\$9,042.53
00035003	E05073	SEYMOUR, DAVID M	02/08/2024	\$963.28
00035004	E04395	SWANSON, MATTHEW T	02/08/2024	\$2,050.96
00035005	E01674	VALENZUELA, ANTHONY	02/08/2024	\$1,700.63
00035006	E00809	VICTORIA, ROD T	02/08/2024	\$2,485.90
00035007	E03725	ABU HAMDIYYAH, AMEENAH	02/08/2024	\$2,176.00
00035008	E02996	ASHLEIGH, JULIE A	02/08/2024	\$2,328.39
00035009	E05194	AVILA, RAFAEL B	02/08/2024	\$2,464.42

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00035010	E03601	CHUNG, CHRISTOPHER	02/08/2024	\$3,454.56
00035011	E00128	CRAMER, RITA M	02/08/2024	\$2,618.98
00035012	E04394	DAHLHEIMER, BRYSON T	02/08/2024	\$27.85
00035013	E04879	DAKE, RYAN J	02/08/2024	\$3,080.02
00035014	E04578	DENT, DAVID A	02/08/2024	\$4,630.36
00035015	E03531	HERNANDEZ, RALPH V	02/08/2024	\$2,461.94
00035016	E04855	HERRERA JR, ARMANDO	02/08/2024	\$360.31
00035017	E03410	HODSON, AARON J	02/08/2024	\$2,318.87
00035018	E04716	KASKLA, PRIIT J	02/08/2024	\$2,423.92
00035019	E04959	LE, KENNETH H	02/08/2024	\$2,021.82
00035020	E04490	LY, HUONG Q	02/08/2024	\$2,429.16
00035021	E04194	MARTINEZ, MARIA L	02/08/2024	\$3,131.10
00035022	E05188	MERCADO RODRIGUEZ, MONICA	02/08/2024	\$3,614.95
00035023	E03044	MOORE, JUDITH A	02/08/2024	\$2,329.48
00035024	E04635	NGUYEN, PHU T	02/08/2024	\$4,414.79
00035025	E02842	PARRA, MARIA C	02/08/2024	\$3,749.24
00035026	E05172	QUENTAL, RYAN	02/08/2024	\$2,192.50
00035027	E04992	ROBLES, ALFONSO	02/08/2024	\$2,613.54
00035028	E04862	TRAN, JAKE P	02/08/2024	\$2,150.85
00035029	E05048	TUONG, NGHIA T	02/08/2024	\$2,185.26
00035030	E05053	VU, VINNY X	02/08/2024	\$4,025.41
00035031	E05150	WETZEL, NIKI	02/08/2024	\$4,895.33
00035032	E03643	ALVARADO, YOLANDA A	02/08/2024	\$2,030.96
00035033	E04771	BAILOR, REBECCA J	02/08/2024	\$755.30
00035034	E04988	BAUTISTA, BRENDA	02/08/2024	\$2,277.23
00035035	E02658	CAMARENA, RACHEL M	02/08/2024	\$2,342.42
00035036	E01588	CAMARENA, RENE	02/08/2024	\$2,531.28
00035037	E01902	CASILLAS, VICTORIA M	02/08/2024	\$2,470.89
00035038	E05101	CASTANEDA, LILIANA	02/08/2024	\$265.87
00035039	E05058	CATAQUIZ, CHARLIZE N	02/08/2024	\$533.78
00035040	E03304	CHUMACERO, DEANNA M	02/08/2024	\$1,993.34
00035041	E05189	CONTRERAS, ANDRES O	02/08/2024	\$1,247.06
00035042	E04611	CROSS, AMANDA D	02/08/2024	\$2,079.23
00035043	E04653	DIAZ, GABRIELA	02/08/2024	\$903.35
00035044	E05013	DINH, TIFFANY	02/08/2024	\$382.41

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00035045	E05090	ESCARENO, MELISSA	02/08/2024	\$324.14
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00035047	E05015	FALETOI, TERRY U	02/08/2024	\$353.34
00035048	E02120	FRAUSTO, LUIZ F	02/08/2024	\$259.51
00035049	E04679	FREEMAN, MARK C	02/08/2024	\$4,298.46
00035050	E04481	GARCIA, JARED D	02/08/2024	\$533.51
00035051	E05185	GARCIA, KATY	02/08/2024	\$715.23
00035052	E04253	GARCIA, VANESSA L	02/08/2024	\$610.72
00035053	E05069	GARCIA, VERONICA	02/08/2024	\$147.95
00035054	E03337	GODDARD, JENNIFER DANIELLE	02/08/2024	\$2,893.09
00035055	E00940	GRANT, JACOB R	02/08/2024	\$2,193.99
00035056	E04967	HASHEMI, SETAREH	02/08/2024	\$493.94
00035057	E05152	HERNANDEZ, CLARISSA	02/08/2024	\$298.64
00035058	E01687	HOLER, KIMBERLY K	02/08/2024	\$408.48
00035059	E05147	LE, WILSON D	02/08/2024	\$429.76
00035060	E05032	LEE, JASON J	02/08/2024	\$334.61
00035061	E03603	MA AE, ELAINE M	02/08/2024	\$3,178.75
00035062	E05140	MARTINEZ, ERICK	02/08/2024	\$616.94
00035063	E05148	MAZARIEGOS, ALEXA X	02/08/2024	\$363.64
00035064	E01552	MEDINA, JESUS	02/08/2024	\$1,718.31
00035065	E00455	MEDINA, JUAN	02/08/2024	\$2,492.86
00035066	E05186	MELVIN, ALEXIS	02/08/2024	\$548.02
00035067	E02808	MONTANCHEZ, JOHN A	02/08/2024	\$6,374.51
00035068	E05128	NAEA, IRIEANNA M	02/08/2024	\$320.50
00035069	E05126	NGO, Y N	02/08/2024	\$80.12
00035070	E04947	NGUYEN, ALEXANDER H	02/08/2024	\$345.99
00035071	E04391	NICHOLAS, NOEL N	02/08/2024	\$1,567.74
00035072	E04931	NODAL, NATALIE	02/08/2024	\$236.73
00035073	E00785	OCADIZ HERNANDEZ, GABRIELA	02/08/2024	\$3,379.65
00035074	E04965	ORDUNO, SAMANTHA	02/08/2024	\$567.28
00035075	E03881	PANGAN, CHRISTIAN	02/08/2024	\$29.67
00035076	E05164	PARCELL, SAMANTHA M	02/08/2024	\$386.05
00035077	E03361	PELAYO, JANET E	02/08/2024	\$4,499.50
00035078	E05137	PHAN, BRYAN L	02/08/2024	\$196.67
00035079	E04777	PHAN, EDOUARD T	02/08/2024	\$373.79

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
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00035082	E02754	REYNOSO, SUGEIRY	02/08/2024	\$2,698.82
00035083	E05103	RODRIGUEZ, MATTHEW S	02/08/2024	\$421.02
00035084	E03362	ROMERO, MARINA Y	02/08/2024	\$2,152.92
00035085	E04684	ROSALES, MARIA D	02/08/2024	\$552.73
00035086	E04614	ROSAS, TANYA	02/08/2024	\$269.73
00035087	E01893	SAUCEDO, DANA MARIE	02/08/2024	\$2,886.18
00035088	E00925	SCHLUMPBERGER, EMERON J	02/08/2024	\$1,118.07
00035089	E04926	SERNA, SAMANTHA M	02/08/2024	\$388.00
00035090	E04795	SIEVE, MYCHAELLA J	02/08/2024	\$297.93
00035091	E05151	SORIANO, KIMBERLY A	02/08/2024	\$969.69
00035092	E05030	TRIGGS, MARY SHANNON	02/08/2024	\$417.66
00035093	E01396	VALDIVIA, CLAUDIA	02/08/2024	\$3,815.32
00035094	E00015	VAN SICKLE, JEFFREY	02/08/2024	\$2,697.33
00035095	E04687	VARGAS, SAMANTHA B	02/08/2024	\$311.02
00035096	E05046	VARGAS-CABRERA, ARMANDO	02/08/2024	\$356.92
00035097	E05018	VILLEGAS, MIA A	02/08/2024	\$254.94
00035098	E04274	WILMES, DAVID M	02/08/2024	\$233.59
00035099	E05070	XOOL VARGAS, RUDY G	02/08/2024	\$116.54
00035100	E05076	XU, CHARLIE	02/08/2024	\$43.70
00035101	E05175	AGUILAR, JENNIFER	02/08/2024	\$371.48
00035102	E03819	ALAMILLO, MARCOS R	02/08/2024	\$3,207.85
00035103	E03712	ALARCON, CLAUDIA	02/08/2024	\$0.00
00035104	E03616	ALCARAZ, MARIA A	02/08/2024	\$2,463.84
00035105	E04873	ALVARADO, MADELINE M	02/08/2024	\$1,977.88
00035106	E04080	ALVAREZ BROWN, RICHARD A	02/08/2024	\$0.00
00035107	E05028	AMAYA, JOSE J	02/08/2024	\$3,841.68
00035108	E03011	ANDERSON, BOBBY B	02/08/2024	\$4,394.21
00035109	E05040	ARCHULETA, ANDREW M	02/08/2024	\$2,422.96
00035110	E01234	ARELLANO, PEDRO R	02/08/2024	\$4,303.45
00035111	E04875	ARROYO, SANDRA M	02/08/2024	\$2,270.20
00035112	E04497	ASHBAUGH, TIMOTHY R	02/08/2024	\$3,266.55
00035113	E03397	ASHBY, PAUL W	02/08/2024	\$3,620.58
00035114	E04719	ATWOOD, MARIA S	02/08/2024	\$2,634.40

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00035115	E04613	AVALOS JR, FRANCISCO	02/08/2024	\$2,827.39
00035116	E04033	AVALOS, KATHERINE MARIE	02/08/2024	\$2,532.04
00035117	E04550	BAEK, SHARON S	02/08/2024	\$3,022.85
00035118	E05062	BAEZ, JASMIN	02/08/2024	\$566.58
00035119	E04209	BAINTO, JUDY A	02/08/2024	\$776.84
00035120	E04778	BAKER, COLLIN E	02/08/2024	\$4,035.27
00035121	E03005	BANKSON, JOHN F	02/08/2024	\$4,279.81
00035122	E04645	BARRAZA, RENE	02/08/2024	\$4,629.51
00035123	E05041	BARRIOS-ROA, JAYDE D.	02/08/2024	\$2,667.13
00035124	E04432	BEHZAD, JOSHUA K	02/08/2024	\$2,425.63
00035125	E04951	BELLO, ANGELICA	02/08/2024	\$1,806.41
00035126	E03006	BELTHIUS, LISA A	02/08/2024	\$185.74
00035127	E04976	BELTHIUS, TYLER E	02/08/2024	\$393.34
00035128	E04753	BERENGER, BEAU A	02/08/2024	\$4,937.79
00035129	E03296	BERESFORD, EVAN S	02/08/2024	\$3,574.00
00035130	E01604	BERLETH, RYAN S	02/08/2024	\$2,271.15
00035131	E03443	BLUM, JAMES A	02/08/2024	\$3,647.26
00035132	E03363	BOWEN, GENA M	02/08/2024	\$2,085.81
00035133	E04767	BOWMAN, TROY F	02/08/2024	\$3,856.24
00035134	E04963	BOYENS III, ROBERT	02/08/2024	\$4,363.30
00035135	E00946	BRAME, KAREN D	02/08/2024	\$2,219.58
00035136	E04803	BRANTNER, BRITTANEE N	02/08/2024	\$1,747.57
00035137	E05083	BRITTON, CODY W	02/08/2024	\$2,406.18
00035138	E03380	BROWN, JEFFREY A	02/08/2024	\$6,408.91
00035139	E03968	BRUNICK, CARISSA L	02/08/2024	\$2,115.29
00035140	E05074	BUJANONDA, CHANON	02/08/2024	\$3,321.31
00035141	E02031	BURILLO, RICHARD O	02/08/2024	\$5,199.63
00035142	E03972	BUSTILLOS, RYAN V	02/08/2024	\$4,561.77
00035143	E05077	CAGLE, RONALD L	02/08/2024	\$1,836.27
00035144	E03964	CAMARA, DANIEL A	02/08/2024	\$2,928.82
00035145	E04074	CAMPOS, JESENIA	02/08/2024	\$4,604.50
00035146	E03739	CAPPS, THOMAS A	02/08/2024	\$4,453.94
00035147	E05002	CARBALLO, MILTON A	02/08/2024	\$2,314.83
00035148	E02372	CENTENO, JUAN C	02/08/2024	\$4,804.72
00035149	E03607	CHANG, DAVID Y H	02/08/2024	\$2,267.95

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00035150	E03481	CHAURAN HAIRGROVE, TAMMY L	02/08/2024	\$2,889.16
00035151	E04498	CHEATHAM, JEROME L	02/08/2024	\$4,179.13
00035152	E03423	CHOWDHURY, JACINTA F	02/08/2024	\$2,052.17
00035153	E04414	CHUNG, RANDY G	02/08/2024	\$131.66
00035154	E00003	CIBOSKY, COURTNEY P	02/08/2024	\$3,129.74
00035155	E04539	CLASBY JR, BRIAN M	02/08/2024	\$123.58
00035156	E04832	CORTEZ JR, DARRYL B	02/08/2024	\$3,043.31
00035157	E04666	CORTEZ, JULIO C	02/08/2024	\$2,923.71
00035158	E01796	COULTER, GARY L	02/08/2024	\$3,350.68
00035159	E04555	CRUZ, REYNA	02/08/2024	\$2,033.75
00035160	E01364	DALTON, BRIAN D	02/08/2024	\$4,120.14
00035161	E04874	DANG, JOHN	02/08/2024	\$2,638.33
00035162	E04503	DAVILA, ISAAC	02/08/2024	\$3,475.05
00035163	E04431	DE ALMEIDA LOPES, NICHOLAS A	02/08/2024	\$5,494.99
00035164	E04731	DE PADUA, TANNER C	02/08/2024	\$4,865.26
00035165	E03691	DELGADO JR, JUAN L	02/08/2024	\$4,307.36
00035166	E03395	DIX, JENNIFER A	02/08/2024	\$2,645.08
00035167	E05088	DOAN, THOMMY	02/08/2024	\$2,582.28
00035168	E02313	DOSCHER, RONALD A	02/08/2024	\$3,384.36
00035169	E04586	DOVEAS, CHRISTOPHER C	02/08/2024	\$468.20
00035170	E04281	DRISCOLL, RUSSELL B	02/08/2024	\$2,124.22
00035171	E04844	DUARTE, TAYLOR M	02/08/2024	\$2,683.96
00035172	E04720	DUDLEY, BROD D	02/08/2024	\$3,759.56
00035173	E03625	EARLE, CHRISTOPHER M	02/08/2024	\$3,558.51
00035174	E03740	EL FARRA, AMIR A	02/08/2024	\$5,092.29
00035175	E03927	ELHAMI, MICHAEL K	02/08/2024	\$3,466.50
00035176	E03933	ELIZONDO, BENJAMIN M	02/08/2024	\$3,442.55
00035177	E04016	ELIZONDO, FLOR DE LIS	02/08/2024	\$2,416.46
00035178	E01598	ELSOUSOU, HELENA	02/08/2024	\$3,151.84
00035179	E02708	ENRIQUEZ, JOHN G	02/08/2024	\$954.71
00035180	E05174	ESCOBAR, MARIANA	02/08/2024	\$386.05
00035181	E04334	ESCOBEDO, JOSHUA N	02/08/2024	\$4,143.02
00035182	E02724	ESTLOW, STEPHEN C	02/08/2024	\$3,831.73
00035183	E04358	ESTRADA MONSANTO, MICHELLE N	02/08/2024	\$3,094.16
00035184	E04748	FAJARDO, JESUS	02/08/2024	\$2,937.94

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00035185	E04303	FERREIRA JR, HECTOR	02/08/2024	\$3,976.96
00035186	E01663	FERRIN, KORY C	02/08/2024	\$6,464.60
00035187	E03976	FIGUEREDO, GEORGE R	02/08/2024	\$3,342.24
00035188	E04774	FLINN, PATRICIA C	02/08/2024	\$3,005.08
00035189	E02887	FOSTER, VICTORIA M	02/08/2024	\$1,490.42
00035190	E02963	FRANKS, JAMES D	02/08/2024	\$3,310.58
00035191	E04747	FRESENIUS, ROBERT D	02/08/2024	\$2,605.99
00035192	E00903	FRUTOS, VERONICA	02/08/2024	\$2,161.26
00035193	E04729	GARCIA, JOSEPH A	02/08/2024	\$3,577.45
00035194	E03086	GARCIA, PETE	02/08/2024	\$4,352.41
00035195	E03659	GARNER, AMANDA B	02/08/2024	\$2,108.83
00035196	E04351	GERDIN, MICHAEL E	02/08/2024	\$3,251.48
00035197	E04542	GIFFORD, ROBERT J	02/08/2024	\$4,317.24
00035198	E04658	GIRGENTI, BRIAN C	02/08/2024	\$3,449.23
00035199	E04401	GLEASON, SEAN M	02/08/2024	\$3,187.39
00035200	E04917	GOMEZ, JESUS	02/08/2024	\$2,306.37
00035201	E04863	GONZALEZ JR, GONZALO	02/08/2024	\$3,276.83
00035202	E05003	HA, DANNY	02/08/2024	\$3,362.41
00035203	E04732	HADDEN, TRAVIS J	02/08/2024	\$2,647.97
00035204	E04787	HALEY, KYLE N	02/08/2024	\$2,465.46
00035205	E03527	HALLER, TROY	02/08/2024	\$4,886.17
00035206	E03402	HEINE, STEVEN H	02/08/2024	\$4,869.60
00035207	E05157	HERNANDEZ CALLEROS, SAIRA	02/08/2024	\$1,844.68
00035208	E04872	HERNANDEZ, KRISTINA L	02/08/2024	\$0.00
00035209	E02469	HERRERA, JOSE D	02/08/2024	\$3,969.77
00035210	E04244	HINGCO, PINKY C	02/08/2024	\$3,053.72
00035211	E03713	HOLLOWAY, WILLIAM T	02/08/2024	\$5,600.07
00035212	E04739	HOWARD, JASON A	02/08/2024	\$3,280.42
00035213	E04654	HURLEY, KIRK P	02/08/2024	\$3,020.93
00035214	E04089	HUTCHINS, DONALD J	02/08/2024	\$3,792.32
00035215	E03815	HUYNH, AI KELLY	02/08/2024	\$3,293.38
00035216	E03559	HUYNH, THI A	02/08/2024	\$3,392.11
00035217	E04915	ITURRALDE, JENNIFER L	02/08/2024	\$1,814.15
00035218	E04583	JENSEN, MICHAEL J	02/08/2024	\$5,624.43
00035219	E02935	JENSEN, NICKOLAS K	02/08/2024	\$4,001.11

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00035220	E04587	JIMENEZ JR, EFRAIN A	02/08/2024	\$3,662.94
00035221	E04781	JIMENEZ TAVAREZ, SERGIO J	02/08/2024	\$2,414.48
00035222	E04655	JOHNSON, CODY M	02/08/2024	\$2,704.69
00035223	E03368	JOHNSON, JASON L	02/08/2024	\$3,204.20
00035224	E03831	JORDAN, GERALD F	02/08/2024	\$3,788.39
00035225	E04610	JORDAN, VICTORIA A	02/08/2024	\$2,633.89
00035226	E04444	JULIENNE, PATRICK R	02/08/2024	\$14,167.40
00035227	E04460	KAISER, GEORGE R	02/08/2024	\$1,218.89
00035228	E04559	KELLEY, KRISTOFER D	02/08/2024	\$3,244.88
00035229	E04353	KEULIAN, SHELBY	02/08/2024	\$2,339.02
00035230	E04663	KIM, CHAD B	02/08/2024	\$2,568.65
00035231	E04641	KIM, EDWARD K	02/08/2024	\$392.34
00035232	E04538	KIMBERLY, ALLYSON L	02/08/2024	\$1,960.98
00035233	E03932	KIVLER, ROBERT J	02/08/2024	\$3,191.92
00035234	E03389	KOLANO, JOSEPH L	02/08/2024	\$3,983.09
00035235	E03294	KOVACS, LEA K	02/08/2024	\$3,181.31
00035236	E05000	KOVACS, TIMOTHY M	02/08/2024	\$4,165.43
00035237	E04669	KOVACS, TIMOTHY P	02/08/2024	\$4,893.66
00035238	E03484	KUNKEL, PETER M	02/08/2024	\$3,990.94
00035239	E04857	LANG, MICHAEL J	02/08/2024	\$4,110.61
00035240	E03511	LAZENBY, NICHOLAS A	02/08/2024	\$4,404.12
00035241	E04877	LE, BAO TINH THI	02/08/2024	\$2,557.91
00035242	E04021	LEE, RAPHAEL M	02/08/2024	\$3,204.77
00035243	E03488	LEYVA, ERICK	02/08/2024	\$4,402.18
00035244	E04541	LINK, DEREK M	02/08/2024	\$3,982.37
00035245	E00030	LOERA JR, RAFAEL	02/08/2024	\$5,547.67
00035246	E05033	LOFFLER, CHARLES H	02/08/2024	\$4,883.13
00035247	E05066	LORD, MARK A	02/08/2024	\$6,608.60
00035248	E04581	LOWEN, BRADLEY A	02/08/2024	\$3,188.12
00035249	E04761	LUCATERO, JESSE A	02/08/2024	\$4,341.91
00035250	E00027	LUKAS, STEVEN W	02/08/2024	\$2,437.87
00035251	E04048	LUX, ROBERT D	02/08/2024	\$2,917.14
00035252	E03663	LUX, RYAN M	02/08/2024	\$3,617.97
00035253	E04772	LY, LINDALINH THU	02/08/2024	\$2,254.05
00035254	E04661	MACHUCA, ROBERTO	02/08/2024	\$2,734.49

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00035255	E03752	MACY, TAYLOR A	02/08/2024	\$3,262.19
00035256	E04532	MANIACI, GIANLUCA F	02/08/2024	\$3,750.89
00035257	E04435	MARCHAND, MATTHEW P	02/08/2024	\$5,198.27
00035258	E01359	MARTINEZ JR, MARIO	02/08/2024	\$5,067.92
00035259	E04974	MARTINEZ, JUANITA PATRICIA	02/08/2024	\$2,478.90
00035260	E02792	MATA, RAQUEL D	02/08/2024	\$1,059.70
00035261	E04656	MAZON, JORGE L	02/08/2024	\$2,571.50
00035262	E02796	MCFARLANE, MARIA C	02/08/2024	\$2,727.01
00035263	E06761	MEEKS, REBECCA S	02/08/2024	\$2,119.15
00035264	E03826	MEERS, BRYAN J	02/08/2024	\$3,997.17
00035265	E02655	MENDOZA CAMPOS, MELISSA	02/08/2024	\$2,872.11
00035266	E03965	MIHALIK, DANNY J	02/08/2024	\$3,149.79
00035267	E04804	MONTECINOS, LAUREN MARIE	02/08/2024	\$2,307.95
00035268	E04865	MORIN, LINDA M	02/08/2024	\$3,876.66
00035269	E04352	MORSE, JEREMY N	02/08/2024	\$4,293.45
00035270	E01940	MORTON, NATHAN D	02/08/2024	\$4,435.90
00035271	E04454	MOSER, MICHAEL A	02/08/2024	\$1,881.34
00035272	E03929	MURILLO JR, RAUL	02/08/2024	\$4,064.83
00035273	E04626	MURO, JASON M	02/08/2024	\$3,858.48
00035274	E04577	MUSCHETTO, PATRICK J	02/08/2024	\$3,308.83
00035275	E03422	NADOLSKI, THOMAS R	02/08/2024	\$2,085.92
00035276	E05084	NAKANO HITZKE, SARAH V	02/08/2024	\$3,384.45
00035277	E04111	NEELY, JACOB J	02/08/2024	\$2,272.97
00035278	E05191	NGO, ALLISON B	02/08/2024	\$1,598.76
00035279	E05111	NGUYEN, HAU D	02/08/2024	\$664.30
00035280	E02813	NGUYEN, TRINA T	02/08/2024	\$1,995.77
00035281	E04540	NIKOLIC, ADAM C	02/08/2024	\$5,264.12
00035282	E05146	NIZ, IXA N	02/08/2024	\$3,204.83
00035283	E05054	NUNEZ, BREANNE S	02/08/2024	\$2,402.07
00035284	E03367	OJEISEKHOBIA, JOHN O	02/08/2024	\$301.83
00035285	E03350	OLIVO, JOSHUA T	02/08/2024	\$4,461.64
00035286	E04035	ORTIZ, STEVEN TRUJILLO	02/08/2024	\$3,763.92
00035287	E03427	PANELLA, JOSEPH N	02/08/2024	\$21,615.19
00035288	E04910	PAQUA, BRANDON J	02/08/2024	\$2,663.16
00035289	E01948	PARK, BRANDY J	02/08/2024	\$2,951.28

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00035290	E02995	PAYAN, CRISTINA V	02/08/2024	\$2,698.74
00035291	E00824	PAYAN, LUIS A	02/08/2024	\$5,163.63
00035292	E04843	PEREZ, EMMANUEL	02/08/2024	\$2,909.62
00035293	E00145	PERKINS, JASON S	02/08/2024	\$6,514.28
00035294	E04429	PHAM, PHILLIP H	02/08/2024	\$3,159.66
00035295	E05195	PINEDA, MARGO S	02/08/2024	\$2,120.24
00035296	E06938	PLUARD, DOUGLAS A	02/08/2024	\$4,468.83
00035297	E03299	POLOPEK, COREY T	02/08/2024	\$3,887.05
00035298	E05173	PONCE, GALILEA	02/08/2024	\$573.13
00035299	E05050	QUANG, DENNIS	02/08/2024	\$2,875.73
00035300	E04788	QUIROZ, LUIS A	02/08/2024	\$2,678.36
00035301	E05100	RAABE, MATTHEW A	02/08/2024	\$2,378.48
00035302	E03967	RAMIREZ OROZCO, SINDY	02/08/2024	\$4,145.16
00035303	E04955	RAMIREZ, KAYLYN C	02/08/2024	\$1,852.47
00035304	E03390	RAMIREZ, LUIS F	02/08/2024	\$4,128.52
00035305	E05021	RAMIREZ, TERRA M	02/08/2024	\$3,494.87
00035306	E04914	RAMOS, RODOLFO B	02/08/2024	\$469.82
00035307	E03217	RANEY, JOHN E	02/08/2024	\$3,543.17
00035308	E04941	RASMUSSEN, TRENTON L	02/08/2024	\$2,225.97
00035309	E04659	REED, THOMAS S	02/08/2024	\$2,584.11
00035310	E03486	REYES, RON A	02/08/2024	\$3,277.48
00035311	E04911	RICHARDS, BRYANT D	02/08/2024	\$2,642.44
00035312	E04437	RICHMOND, RYAN R	02/08/2024	\$3,428.58
00035313	E04860	ROCHA, RUDY A	02/08/2024	\$2,172.80
00035314	E04738	RODRIGUEZ, DANIEL	02/08/2024	\$3,302.33
00035315	E04082	RODRIGUEZ, JENNIFER M	02/08/2024	\$4,327.37
00035316	E05001	RODRIGUEZ, RYAN ELIJAH	02/08/2024	\$2,288.94
00035317	E04438	ROGERS, CHRISTIN E	02/08/2024	\$3,966.81
00035318	E04385	ROJAS, ASHLEY C	02/08/2024	\$2,555.22
00035319	E04507	ROMBOUGH, JENNIFER V	02/08/2024	\$2,287.99
00035320	E05176	RUFF, KATHERINE	02/08/2024	\$564.87
00035321	E04552	RUZIECKI, ERIC T	02/08/2024	\$4,137.61
00035322	E02845	SALAZAR, SEAN M	02/08/2024	\$3,644.51
00035323	E04845	SALGADO JR., ALFREDO	02/08/2024	\$2,757.12
00035324	E03297	SAMOFF, TANYA L	02/08/2024	\$3,247.70

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00035325	E02646	SANTANA, LINO G	02/08/2024	\$6,823.58
00035326	E05086	SEELY, BRITTANY L	02/08/2024	\$335.06
00035327	E03035	SEYMOUR, SUSAN A I	02/08/2024	\$2,602.84
00035328	E04282	SHELGREN, CHRISTOPHER M	02/08/2024	\$3,857.96
00035329	E04616	SHIPLEY, AARON T	02/08/2024	\$2,853.17
00035330	E02937	SHORROW, NICOLE D	02/08/2024	\$3,440.68
00035331	E04864	SILVA, LEVI JOENIEL	02/08/2024	\$2,345.52
00035332	E04576	SIMONS, SHAYLEN L	02/08/2024	\$2,888.15
00035333	E04934	SLETTVET, HEATHER P	02/08/2024	\$2,571.71
00035334	E02587	SOSEBEE, DANNY J	02/08/2024	\$2,545.06
00035335	E03563	SPELLMAN, MARSHA D	02/08/2024	\$2,877.53
00035336	E04500	STAAL, GAREY D	02/08/2024	\$3,978.95
00035337	E03218	STARNES, CHARLES W	02/08/2024	\$4,611.25
00035338	E03761	STEPHENSON III, ROBERT M	02/08/2024	\$5,092.64
00035339	E04584	STROUD, BRIAN T	02/08/2024	\$3,565.97
00035340	E02979	TESSIER, PAUL M	02/08/2024	\$3,862.99
00035341	E04449	TRAN, SPENCER T	02/08/2024	\$2,812.99
00035342	E05145	VACCARO, CHRISTIAN L	02/08/2024	\$466.18
00035343	E02982	VAICARO, VINCENTE J	02/08/2024	\$5,167.62
00035344	E03053	VALENCIA, EDGAR	02/08/2024	\$3,923.42
00035345	E04667	VAUGHN, CALEB I	02/08/2024	\$2,560.45
00035346	E04977	VAZQUEZ, BRIAN M	02/08/2024	\$335.06
00035347	E04434	VELLANOWETH, KIMBRA S	02/08/2024	\$2,985.62
00035348	E04903	VIGIL, DANIEL C	02/08/2024	\$2,189.73
00035349	E03022	VU, TUONG-VAN NGUYEN	02/08/2024	\$2,345.62
00035350	E04730	VU, TYLER D	02/08/2024	\$2,335.86
00035351	E01905	WAINWRIGHT, JONATHAN B	02/08/2024	\$3,677.49
00035352	E03220	WARDLE, DENNIS	02/08/2024	\$3,735.22
00035353	E03213	WARDLE, SANTA	02/08/2024	\$2,061.88
00035354	E04758	WEYKER, CHRYSTAL L	02/08/2024	\$2,198.25
00035355	E03305	WIMMER, ROYCE C	02/08/2024	\$4,615.30
00035356	E04762	WREN, DANIELLE E	02/08/2024	\$3,070.77
00035357	E04763	WRIGHT, SARAH A	02/08/2024	\$0.00
00035358	E04856	XU, DUO	02/08/2024	\$3,022.80
00035359	E03543	YELENSKY, SHANNON M	02/08/2024	\$1,853.66

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00035360	E04156	YERGLER, JOHN J	02/08/2024	\$4,918.13
00035361	E04722	YNIGUEZ, COLE A	02/08/2024	\$2,667.92
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00035363	E01978	ZMIJA, ADAM D	02/08/2024	\$3,880.95
00035364	E04517	AGUIRRE, ALFRED J	02/08/2024	\$3,727.93
00035365	E01626	AGUIRRE, ANSELMO	02/08/2024	\$2,106.12
00035366	E04631	ANDREI, IOAN	02/08/2024	\$1,217.60
00035367	E05113	ARAUJO, ANTONIO	02/08/2024	\$851.81
00035368	E04678	BABINSKI IV, SYLVESTER A	02/08/2024	\$2,242.42
00035369	E05135	BARNHART, CHARLEY A	02/08/2024	\$964.07
00035370	E04336	BECERRA, RODOLPHO M	02/08/2024	\$2,391.95
00035371	E04972	BECERRA-SAMANIEGO JR, GABRIEL	02/08/2024	\$2,268.91
00035372	E01255	BOS, MICHAEL C	02/08/2024	\$2,295.53
00035373	E04650	BUCHLER, RAYMOND A	02/08/2024	\$1,535.97
00035374	E05162	CAISEROS, CHRISTIAN	02/08/2024	\$921.95
00035375	E01584	CANDELARIA, DANIEL J	02/08/2024	\$4,488.85
00035376	E04300	CANO, EDGAR A	02/08/2024	\$2,588.05
00035377	E03828	CANTRELL, JEFFREY G	02/08/2024	\$2,926.53
00035378	E03811	CARRISOZA, ALBERT J	02/08/2024	\$2,157.53
00035379	E00916	CARTER, PHILLIP J	02/08/2024	\$3,563.80
00035380	E04869	CHAVEZ, DAMIAN JESUS	02/08/2024	\$818.89
00035381	E04551	CONTRERAS, GABRIELA R	02/08/2024	\$2,748.48
00035382	E03518	COTTON, JULIE T	02/08/2024	\$1,868.72
00035383	E03807	DE LA ROSA, VINCENT L	02/08/2024	\$3,343.89
00035384	E05170	DELGADO REYES, JORGE A	02/08/2024	\$815.27
00035385	E03736	DIBAJ, KAMYAR	02/08/2024	\$3,507.84
00035386	E05122	DORADO, ANTHONY	02/08/2024	\$978.11
00035387	E02515	DUVALL, RICK L	02/08/2024	\$2,655.75
00035388	E04514	ESPINOZA, ERIC M	02/08/2024	\$2,312.36
00035389	E03733	ESPINOZA, JULIA	02/08/2024	\$1,368.11
00035390	E03405	FERNANDEZ, CECELIA A	02/08/2024	\$1,342.22
00035391	E04990	FLORES, MITCHELL C	02/08/2024	\$1,370.01
00035392	E05064	FOX, LUCAS	02/08/2024	\$377.45
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00035394	E05010	GALVAN, EDGAR	02/08/2024	\$1,032.56

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
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00035397	E05156	GOMEZ HERNANDEZ, RICARDO	02/08/2024	\$1,027.19
00035398	E04629	GOMEZ, DIANA	02/08/2024	\$969.99
00035399	E03341	GONZALEZ, JORGE	02/08/2024	\$1,307.67
00035400	E03400	GREENE, MICHAEL R	02/08/2024	\$0.00
00035401	E03685	GUZMAN, JESSE	02/08/2024	\$499.63
00035402	E04299	HANSEN, AARON R	02/08/2024	\$2,094.78
00035403	E03523	HARO, GLORIA A	02/08/2024	\$1,319.85
00035404	E03759	HERNANDEZ, HERMILO	02/08/2024	\$2,879.66
00035405	E04622	HOFER, ALICIA M	02/08/2024	\$2,021.25
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00035407	E03588	HUYNH, HUY HOA	02/08/2024	\$2,367.65
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00035410	E04296	JOHNSON, ERIC W	02/08/2024	\$2,060.10
00035411	E04979	JURADO, MICHAEL	02/08/2024	\$1,366.18
00035412	E04470	KAYLOR, BRENT	02/08/2024	\$2,659.70
00035413	E04728	KHALIL, MARK M	02/08/2024	\$2,293.48
00035414	E03534	KIM, SAMUEL K	02/08/2024	\$4,422.94
00035415	E05115	KOUTSOYANOPULOS, ALDOCHRIS V	02/08/2024	\$2,193.78
00035416	E04382	KWIATKOWSKI, BRYAN D	02/08/2024	\$2,698.54
00035417	E04769	LAMAS, LEONEL A	02/08/2024	\$2,229.96
00035418	E03813	LEWIS, SHAN L	02/08/2024	\$3,289.71
00035419	E03301	LEYVA, RAUL	02/08/2024	\$4,438.10
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00035421	E05155	LOPEZ, MOISES	02/08/2024	\$1,078.45
00035422	E05006	MARQUEZ, STEVEN ADAM	02/08/2024	\$1,826.84
00035423	E04665	MEJIA, DIEGO A	02/08/2024	\$2,182.45
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00035425	E04998	MENDOZA, LAURA	02/08/2024	\$1,084.44
00035426	E04724	MOORE, DOUGLAS A	02/08/2024	\$2,733.12
00035427	E04827	MORELAND, ANDREW J	02/08/2024	\$1,546.54
00035428	E04222	MOSS, DANIEL C	02/08/2024	\$1,663.34
00035429	E01243	MURRAY JR, WILLIAM E	02/08/2024	\$7,877.95

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00035430	E04634	NAVARRO, JUAN C	02/08/2024	\$3,704.73
00035431	E04969	ORNELLAS, MICHAEL	02/08/2024	\$1,241.93
00035432	E03378	ORTIZ, STEVEN T	02/08/2024	\$2,549.95
00035433	E04999	ORTUNO, ANIBAL	02/08/2024	\$2,042.02
00035434	E03754	PINKSTON, RICHARD L	02/08/2024	\$2,571.68
00035435	E05112	POE, HEIDI L	02/08/2024	\$3,083.19
00035436	E04567	POWELL, AUSTIN H	02/08/2024	\$2,895.02
00035437	E03799	QUIROZ, ROLANDO	02/08/2024	\$2,726.87
00035438	E04572	REED, MELVIN P	02/08/2024	\$2,052.78
00035439	E02058	REYES, DELFRADO C	02/08/2024	\$1,364.18
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00035441	E04563	RODRIGUEZ, ADRIANNA M	02/08/2024	\$1,330.29
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00035443	E05004	RUELAS, SERGIO	02/08/2024	\$1,980.83
00035444	E04289	SALDIVAR, RICARDO	02/08/2024	\$1,154.87
00035445	E04505	SANTOS, MICHAEL F	02/08/2024	\$3,531.52
00035446	E05166	SEVELU, FAASEGA J	02/08/2024	\$978.27
00035447	E04836	SOTO, WILLIAM A	02/08/2024	\$1,779.48
00035448	E05089	STAIR, DEAN T	02/08/2024	\$175.09
00035449	E03091	SUDDUTH, STEPHEN D	02/08/2024	\$3,018.43
00035450	E01625	TAPIA, LUIS A	02/08/2024	\$5,202.69
00035451	E04756	TARIN, ALEXIS P	02/08/2024	\$691.15
00035452	E03239	TAUANU U, STEVE J	02/08/2024	\$0.00
00035453	E05154	TELLO, ALEJANDRO	02/08/2024	\$747.61
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00035455	E08679	THURMAN, RODERICK	02/08/2024	\$1,980.94
00035456	E04825	TRUJILLO, JOSEPH E	02/08/2024	\$1,720.66
00035457	E02482	UPHUS, MARK P	02/08/2024	\$5,167.59
00035458	E03681	VASQUEZ, JOSE A	02/08/2024	\$3,601.03
00035459	E05136	VASQUEZ, PEDRO	02/08/2024	\$2,205.54
00035460	E05134	VEGA, ERIC J	02/08/2024	\$964.07
00035461	E03727	VERGARA NEAL, ANA G	02/08/2024	\$3,143.19
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00035463	E01580	VU, DAI C	02/08/2024	\$3,997.19
00035464	E04362	VU, KHANG L	02/08/2024	\$3,706.14

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00035467	E03436	ZIEGLER, RICK S	02/08/2024	\$111.41
00035468	E03917	ALLEN, CHRISTOPHER L	02/08/2024	\$1,892.41
00035469	E04163	AMBRIZ GARCIA, EDWARD D	02/08/2024	\$1,591.20
00035470	E05098	BARNESE, VINCENZO A	02/08/2024	\$2,574.62
00035471	E04063	BERGER, JAN	02/08/2024	\$2,720.02
00035472	E00651	BERMUDEZ, ROBERT P	02/08/2024	\$3,662.82
00035473	E03495	BLAS, VICTOR T	02/08/2024	\$2,647.88
00035474	E00070	CANNON, TIM P	02/08/2024	\$4,532.18
00035475	E04365	DAN, CARINA M	02/08/2024	\$2,587.16
00035476	E04440	DAVIS, RYAN H	02/08/2024	\$2,175.21
00035477	E03145	DE LA ROSA, FRANK X	02/08/2024	\$2,265.54
00035478	E03051	DIEMERT, RONALD W	02/08/2024	\$2,615.28
00035479	E02718	ESCOBAR, CHRIS N	02/08/2024	\$4,101.76
00035480	E03688	GLENN, JEREMY J	02/08/2024	\$1,761.18
00035481	E01618	GOMEZ, JOSE	02/08/2024	\$2,256.65
00035482	E02701	GONZALEZ, ALEJANDRO	02/08/2024	\$8,839.24
00035483	E03763	GRIFFIN, LARRY	02/08/2024	\$2,894.28
00035484	E04828	GUERRERO, MICHAEL V	02/08/2024	\$3,374.47
00035485	E04018	HAENDIGES, ROBERT A	02/08/2024	\$2,337.84
00035486	E03575	HART, RYAN S	02/08/2024	\$1,854.15
00035487	E03399	HOWENSTEIN, FRANK D	02/08/2024	\$2,616.45
00035488	E03406	HUY, EDWARD A	02/08/2024	\$2,422.09
00035489	E03446	JIMENEZ, VIDAL	02/08/2024	\$1,899.47
00035490	E04782	JIN, LIYAN	02/08/2024	\$3,646.67
00035491	E03254	KIRZHNER, ALLEN G	02/08/2024	\$3,508.24
00035492	E02852	LADNEY, MARK W	02/08/2024	\$2,897.39
00035493	E03988	LI, REBECCA PIK KWAN	02/08/2024	\$4,338.04
00035494	E02063	MA AE, DAVID	02/08/2024	\$2,271.16
00035495	E05168	MACIAS, DANIEL	02/08/2024	\$1,620.19
00035496	E03249	MANSON, RAQUEL K	02/08/2024	\$3,040.18
00035497	E04837	MARTINEZ, ALFREDO	02/08/2024	\$2,166.57
00035498	E02124	MEISLAHN, TYLER	02/08/2024	\$2,164.12
00035499	E04403	MONTGOMERY, JESSE K	02/08/2024	\$2,547.01

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00035501	E03519	MURAD, BASIL G	02/08/2024	\$3,343.39
00035502	E03144	NATLAND, KIRK L	02/08/2024	\$678.55
00035503	E04291	NGUYEN, DUC TRUNG	02/08/2024	\$2,276.01
00035504	E04904	NGUYEN, LISA	02/08/2024	\$1,236.68
00035505	E03221	NICOLAE, CORNELIU	02/08/2024	\$3,235.82
00035506	E04210	NUNES, BRANDON S	02/08/2024	\$2,369.08
00035507	E03923	ORNELAS, ANDREW I	02/08/2024	\$2,674.61
00035508	E03582	ORTEGA, DAVID A	02/08/2024	\$2,836.53
00035509	E03578	PASILLAS, CELESTINO J	02/08/2024	\$3,225.61
00035510	E03170	PEARSON, WILLIAM F	02/08/2024	\$2,634.63
00035511	E05161	PIINUU, EVANDEMITRI	02/08/2024	\$242.69
00035512	E04805	POLIDORI, JESSICA J	02/08/2024	\$395.22
00035513	E02500	PORRAS, STEPHEN	02/08/2024	\$4,111.29
00035514	E05031	RAMIREZ, AACIN	02/08/2024	\$2,050.34
00035515	E07590	RUITENSCHILD, LES A	02/08/2024	\$4,230.28
00035516	E03926	RUIZ, JONATHAN	02/08/2024	\$3,436.81
00035517	E05165	SANCHEZ, ALLEN J	02/08/2024	\$853.33
00035518	E07690	SANTOS, ALEXIS	02/08/2024	\$2,157.08
00035519	E07692	SARMIENTO, ADRIAN M	02/08/2024	\$3,698.65
00035520	E04956	SON, TOMMY T	02/08/2024	\$2,134.67
00035521	E04301	TALAMANTES JR, ALBERT	02/08/2024	\$2,464.77
00035522	E04121	TRAN, MINH K	02/08/2024	\$4,431.56
00035523	E08881	VALENZUELA, ALEJANDRO N	02/08/2024	\$4,958.99
00035524	E01882	VIRAMONTES, JESSE	02/08/2024	\$2,104.39
00035525	E04195	WOLLAND, RONALD J	02/08/2024	\$2,495.01
00035526	E09940	YERGENSEN, VICTOR K	02/08/2024	\$2,333.04
00035527	E09954	ZAVALA, JOHN	02/08/2024	\$2,750.06
00035528	E05099	BECK, CRAIG A	02/08/2024	\$3,560.38
00035529	E00740	BLODGETT, GREG	02/08/2024	\$4,543.62
00035530	E01338	CARRENO, SHAUNA J	02/08/2024	\$2,058.71
00035531	E03808	CHENG, ALANA R	02/08/2024	\$2,955.76
00035532	E03353	COVARRUBIAS, MONICA	02/08/2024	\$3,821.06
00035533	E05102	FLORES CRUZ, LAURA	02/08/2024	\$2,043.28
00035534	E03697	GUERRERO, PAUL	02/08/2024	\$3,144.78

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00035537	E02612	KLOESS, VILMA C	02/08/2024	\$2,954.40
00035538	E01949	LE, IVY	02/08/2024	\$2,441.62
00035539	E05092	LE, LINH D	02/08/2024	\$2,291.28
00035540	E01280	LE, TAMMY	02/08/2024	\$1,699.72
00035541	E03617	LEE, GRACE E	02/08/2024	\$3,634.64
00035542	E05159	LUNA-REYNOSA, URSULA	02/08/2024	\$6,859.26
00035543	E05180	MEDINA, MELANIE	02/08/2024	\$1,445.17
00035544	E05828	MIDDENDORF, LINDA	02/08/2024	\$3,744.23
00035545	E02895	MOURE, SVETLANA	02/08/2024	\$2,676.22
00035546	E05181	NGUYEN, DAVID	02/08/2024	\$1,526.26
00035547	E03255	NGUYEN, PHUONG VIEN T	02/08/2024	\$2,241.88
00035548	E02560	NGUYEN, QUANG	02/08/2024	\$2,723.62
00035549	E01286	NGUYEN, TINA T	02/08/2024	\$2,042.97
00035550	E03541	PHI, THYANA T	02/08/2024	\$2,912.91
00035551	E05106	ROMERO, ALEX	02/08/2024	\$1,980.45
00035552	E04408	THRONE, TIMOTHY E	02/08/2024	\$2,318.42
00035553	E02543	TO, TANYA L	02/08/2024	\$1,674.78
00035554	E01971	TRAN, CUONG K	02/08/2024	\$2,218.81
00035555	E02056	TRUONG, ELAINE	02/08/2024	\$1,823.85
00035556	E02562	VO, THANH-NGUYEN	02/08/2024	\$2,057.26
00035557	E05104	YANG, DANA DAEUN	02/08/2024	\$2,263.02
			EFT - Total	\$1,666,023.47
			Overall - Total	\$1,675,061.35

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 Cooperative agreement for Euclid Street Corridor Traffic Signal Synchronization Project (CP1325000). (Cost: \$286,377) (<i>Action Item</i>)		
		Date:	2/27/2024

OBJECTIVE

For City Council approval to enter into a Cooperative Agreement with the cities of La Habra, Fullerton, Anaheim, Santa Ana, and Fountain Valley for the Euclid Street Corridor Traffic Signal Synchronization Project (CP1325000).

BACKGROUND

On November 9, 2021, City Council adopted Resolution No. 9716-21 approving the submittal of Euclid Street Traffic Signal Synchronization Improvement Project to the Orange County Transportation Authority for funding under the competitive Measure M2 Regional Traffic Signal Synchronization Program.

DISCUSSION

The proposed Euclid Street project includes 67 traffic signals spanning across approximately 17 miles. It would begin at La Habra Boulevard in the City of La Habra and terminate at Ellis Avenue in the City of Fountain Valley (see attached map – Exhibit A). The Euclid Street project cost is estimated at \$6,201,266. The City currently has jurisdiction of the following eleven traffic signals along Euclid Street: Orangewood Avenue, Chapman Avenue, Marian Drive, Lampson Avenue, Main Street, Stanford Avenue, Acacia Parkway, Garden Grove Boulevard, Century Boulevard, Trask Avenue and Westminster Avenue. The project subtotal for the City of Garden Grove is \$1,431,883. The local match (@20%) is \$286,377. The project will include the development and implementation of signal timing, traffic signal equipment upgrades, and 2 years of traffic signal timing maintenance. The project is anticipated to be completed October 2026.

FINANCIAL IMPACT

The City of Garden Grove’s financial responsibility towards the project is estimated at \$286,377. Funding will be from the City's Red Light Camera fund, and is included in the FY 2022-23 adopted budget. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Cooperative Agreement with the City of La Habra as the lead agency and to include the cities of Fullerton, Anaheim, Santa Ana, and Fountain Valley for the Euclid Street Corridor Traffic Signal Synchronization Project (CP1325000).
- Authorize the City Manager to execute the Cooperative Agreement on behalf of the City.

By: Juan Navarro, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
LOCATION MAP	2/8/2024	Exhibit	Attachment_1_-_Exhibit_A.pdf
COOP AGREEMENT	2/8/2024	Agreement	Attachment_2_-_2024-02-07_-_Euclid_Street_Cooperative_Agreement_(Cities)_Final_Ver.pdf
MINUTE EXCERPT	2/8/2024	Backup Material	Attachment_3_-_Min_Excerpt_-_Euclid_St_TSSP_Res_9716-21.pdf

Exhibit A

Euclid Street RTSSP Corridor



Legend

Corridor Traffic Signal

- Caltrans
- La Habra
- Fullerton
- Anaheim
- Garden Grove
- Santa Ana
- Fountain Valley
- ▲ Corridor Offset Signal



COOPERATIVE AGREEMENT No. 2024-1

BY AND BETWEEN

THE CITY OF LA HABRA

AND

THE CITIES OF FULLERTON, ANAHEIM, GARDEN GROVE, SANTA ANA, AND

FOUNTAIN VALLEY

FOR THE

EUCLID STREET CORRIDOR PROJECT

REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM

THIS COOPERATIVE AGREEMENT, hereinafter referred to as “AGREEMENT” is effective the _____ day of _____, 2024, by and between the City of La Habra, hereinafter referred to as “LA HABRA” and the Cities of Fullerton, Anaheim, Garden Grove, Santa Ana, and Fountain Valley, hereinafter referred to as “FULLERTON”, “ANAHEIM”, “GARDEN GROVE”, “SANTA ANA” and “FOUNTAIN VALLEY” respectively, jointly referred to as “AGENCIES” or severally as “AGENCY”. Collectively, LA HABRA and AGENCIES may be referred to as the “PARTIES” or individually as a “PARTY”.

RECITALS

WHEREAS, Euclid Street between La Habra Boulevard and Interstate 405 (I-405) Southbound Ramps, geographically located in the Cities of La Habra, Fullerton, Anaheim, Garden Grove, Santa Ana, and Fountain Valley, is part of the OCTA Master Plan of Arterial Highways (MPAH), and

WHEREAS, Euclid Street between La Habra Boulevard and Country Hills Drive is maintained by LA HABRA; and

WHEREAS, Euclid Street between Lakeview Drive and State Route 91 WB Ramps is maintained by FULLERTON; and

WHEREAS, Euclid Street between State Route 91 EB Ramps and Katella Avenue is maintained by ANAHEIM; and

WHEREAS, Euclid Street between Orangewood Avenue and Westminster Boulevard is maintained

1 by GARDEN GROVE; and

2 **WHEREAS**, Euclid Street between Emperor Quang Trung/Oakfield Avenue and McFadden Avenue
3 is maintained by SANTA ANA; and

4 **WHEREAS**, Euclid Street between Edinger Avenue and I-405 SB Ramps is maintained by
5 FOUNTAIN VALLEY; and

6 **WHEREAS**, the intersections of Euclid Street at Imperial Highway, Euclid Street at the SR-91
7 Interchange (EB and WB ramps), Euclid Street at I-5 (NB and SB ramps) Interchange, Euclid Street at SR-
8 22 Interchange (EB and WB ramps), and Euclid Street at I-405 (NB and SB ramps) Interchange are
9 maintained by the State of California, hereinafter referred to as “STATE” or “CALTRANS”, and a separate
10 Cooperative Agreement is entered into between LA HABRA and CALTRANS for the STATE-maintained
11 traffic signals; and

12 **WHEREAS**, the Measure M2 Regional Traffic Signal Synchronization Program, hereinafter referred
13 to as “RTSSP”, targets over 2,000 signalized intersections across Orange County to maintain traffic signal
14 synchronization, improve traffic flow, and reduce congestion across jurisdictions; and

15 **WHEREAS**, LA HABRA and AGENCIES are committed to implementing multi-jurisdictional
16 signal synchronization to enhance countywide traffic flow, and reducing congestion; and

17 **WHEREAS**, the Orange County Transportation Authority, hereinafter referred to as “OCTA”,
18 approved funding for the Euclid Street Corridor RTSSP Project, hereinafter referred to as “PROJECT”; and

19 **WHEREAS**, the PARTIES will provide matching funds as required by the Orange County
20 Comprehensive Transportation Funding Programs; and

21 **WHEREAS**, LA HABRA agrees to act as the lead agency for design, construction, and management
22 of the PROJECT; and

23 **WHEREAS**, the PROJECT will include sixty-seven (67) signalized intersections along the Euclid
24 Street Corridor between La Habra Boulevard and I-405 SB Ramps, and geographically located in LA
25 HABRA, FULLERTON, ANAHEIM, GARDEN GROVE, SANTA ANA, and FOUNTAIN VALLEY; and

26 **WHEREAS**, the PROJECT will include sixty-nine (69) offset signalized intersections, defined as
27 signalized intersections situated within 2700 feet along the side streets of the PROJECT corridor signals

1 between La Habra Boulevard and I-405 SB Ramps, and geographically located in LA HABRA,
2 FULLERTON, ANAHEIM, GARDEN GROVE, SANTA ANA, and FOUNTAIN VALLEY; the inclusion
3 of the offset signals will minimize the impacts of the signal synchronization of the PROJECT corridor signals
4 on said offset signals; and

5 **WHEREAS**, the PROJECT Scope of Work includes the procurement, construction, installation and
6 modification of existing traffic signal controllers and cabinets, foundation, countdown-type signal heads,
7 video detection systems, traffic surveillance cameras, emergency vehicle preemption, power supplies, pull
8 boxes, signal interconnect communication upgrades including but not limited to fiber optic cables, signal
9 performance measures, and central system upgrades at the respective PARTIES' Traffic Management
10 Centers; and

11 **WHEREAS**, the PROJECT Scope of Work also includes development, implementation, and
12 fine-tuning of coordination signal timing plans for various peak periods, and the ongoing monitoring and
13 maintenance of the coordinated signal system's operation, including signal timing coordination and system
14 communication/detection upkeep, for a period of no less than two years; and

15 **WHEREAS**, LA HABRA agrees to work with AGENCIES to coordinate the inclusion of other
16 traffic control elements that must be installed at the same time as the construction of the PROJECT that are
17 NOT a part of the PROJECT Scope of Work and that are the responsibility of each respective PARTY during
18 the course of the PROJECT; and

19 **WHEREAS**, the PARTIES acknowledge that other RTSSP corridor projects are currently underway
20 or completed which intersect the PROJECT, and that these other RTSSP corridor timing operations must be
21 incorporated into the design and completion of this PROJECT; and

22 **WHEREAS**, this AGREEMENT defines the roles, specific terms, conditions and responsibilities
23 between the PARTIES.

24 **AGREEMENT**

25 **NOW THEREFORE**, it is understood and agreed by the PARTIES as follows:

26 **ARTICLE 1. COMPLETE AGREEMENT**

27 This AGREEMENT constitutes the complete and exclusive statement of the terms and conditions of

the agreement between the PARTIES concerning the PROJECT and supersedes all prior representations, understandings, and communications between the PARTIES. The above-referenced Recitals are true and correct and are incorporated by reference herein.

ARTICLE 2. RESPONSIBILITIES OF LA HABRA

LA HABRA agrees to the following responsibilities:

1. LA HABRA shall serve as lead agency for design, construction, and construction management of the PROJECT and shall provide oversight by establishing PROJECT milestones and overseeing the PROJECT development to ensure compliance with all standards and requirements set forth in this AGREEMENT.

2. LA HABRA shall be responsible for completing the PROJECT in accordance with the funding guidelines and any and all other federal, state, and OCTA requirements related to these funding programs, as well as any and all applicable statutes and regulations including, but not limited to, bidding laws, prevailing wage and other labor laws, provisions of the California Building Standards Code, and the California Environmental Quality Act (CEQA) and the Guidelines thereunder.

3. LA HABRA shall be responsible for providing the required documentation and funding commitments for project implementation on the CALTRANS portions of the PROJECT within LA HABRA'S geographical jurisdictions.

4. LA HABRA shall provide AGENCIES a copy of all design documents for AGENCIES' approval of work to be performed in AGENCIES' jurisdictions prior to LA HABRA advertising for bids.

5. LA HABRA shall enter into a separate Cooperative Agreement with the STATE for the implementation of the STATE components of the PROJECT.

6. LA HABRA shall be responsible for obtaining all required permits for project implementation from the STATE for the STATE components of the PROJECT.

7. LA HABRA shall provide staff, consultants, and contractors deemed necessary and appropriate to manage, administer, coordinate, and oversee engineering design and construction management of the PROJECT. LA HABRA shall require all such consultants, including architects and civil engineers, and contractors to obtain and maintain comprehensive general liability, automobile liability, workers'

1 compensation and employers' liability, and professional liability insurance policies meeting the applicable
2 requirements of the Consultant Contract and Bidders Specifications for the PROJECT and to indemnify,
3 defend, and hold each of the AGENCIES and their respective elected officials, officers, employees, agents
4 and volunteers ("Indemnitees") free and harmless, including payment of attorneys' and experts' fees, with
5 respect to any and all claims and liabilities of any kind arising out of each such consultant's and/or
6 contractor's acts or omissions in the performance of work on the PROJECT, to the maximum extent
7 permitted by law. LA HABRA shall require all such contractors to name the Indemnitees as additional
8 insureds on all commercial general and automobile liability policies required by LA HABRA for the
9 PROJECT.

10 8. The budget for the PROJECT is Six Million, Two Hundred One Thousand, Two Hundred and
11 Sixty-Six Dollars (\$6,201,266). Four Million, Nine Hundred Sixty-One Thousand, and Thirteen Dollars
12 (\$4,961,013) is funded by OCTA through RTSSP (Project P). Minimum PROJECT matching funds of
13 twenty percent (20%) amount to One Million, Two Hundred Forty Thousand, Two Hundred and Fifty-Three
14 Dollars (\$1,240,253). LA HABRA's portion of the PROJECT cost is approximately Six Hundred Seventeen
15 Thousand Three Hundred and Seven Dollars (\$617,307) with a corresponding 20% local agency match up
16 to One Hundred Twenty-Three Thousand, Four Hundred and Sixty-One Dollars (\$123,461) including in-
17 kind services. Documentation of LA HABRA'S in-kind services, such as administrative services, design
18 and construction-related services including equipment procurement and inspection, and City-furnished
19 PROJECT equipment, shall meet OCTA Comprehensive Transportation Funding Program (CTFP)
20 Guidelines.

21 9. LA HABRA shall maintain coordination with AGENCIES for construction of the PROJECT.

22 10. LA HABRA specifically shall coordinate construction activity for the PROJECT within
23 AGENCIES and provide a schedule of the construction activity for the PROJECT within AGENCIES that is
24 acceptable to AGENCIES. In the event of planned street closures, LA HABRA shall provide prior notice to,
25 and receive approval from, the responsible AGENCY, prior to the execution of the street closure.

26 11. LA HABRA shall require AGENCIES and its officers and employees to be named as additional
27 insured on the construction contractors' liability insurance policies.

12. At no cost to AGENCIES, LA HABRA shall be responsible for coordinating the construction and/or installation of traffic control elements and other items within LA HABRA's jurisdiction that are NOT a part of the PROJECT Scope of Work but, by necessity, must be built concurrent with the PROJECT.

13. LA HABRA shall collect all data necessary for the analysis and optimization of traffic signal timing along the PROJECT corridor.

14. LA HABRA shall develop new timing plans optimized for traffic signal synchronization.

15. LA HABRA shall provide on-site support to implement the timing plans as necessary. Timing plans are subject to AGENCIES' review and approval.

16. LA HABRA shall provide the new timing plans developed for the PROJECT and all relevant data required for the signal timing analysis to AGENCIES upon request.

17. At the conclusion of the Primary Implementation Phase "PI PHASE" of the PROJECT, LA HABRA shall submit all necessary documentation required by OCTA for the reimbursement of all PROJECT eligible expenses of the PI Phase

18. Upon OCTA's review and approval of the PROJECT eligible expenses of the PI Phase, LA HABRA shall invoice the AGENCIES for their respective 20% local matches.

19. At the conclusion of the Ongoing Operation and Maintenance Phase "O&M PHASE" of the PROJECT, LA HABRA shall submit all necessary documentation required by OCTA for the reimbursement of all PROJECT eligible expenses of the O&M Phase.

20. Upon OCTA's review and approval of the PROJECT eligible expenses of the O&M Phase, LA HABRA shall invoice the AGENCIES for their respective 20% local matches.

ARTICLE 3. RESPONSIBILITIES OF AGENCIES

AGENCIES agree to the following responsibilities:

1. AGENCIES shall be responsible for providing the required documentation and funding commitments for project implementation on the STATE portions of the PROJECT within AGENCIES' respective geographical jurisdictions.

2. AGENCIES shall remit to LA HABRA within thirty (30) calendar days of receipt of acceptable invoices for the PI PHASE and the O&M PHASE, the PROJECT matching funds as required by the OCTA

Comprehensive Transportation Funding Programs. Individual AGENCIES' PROJECT cost allocations and the corresponding local agency matches per OCTA's approved grant are summarized below.

Euclid Street Corridor Project Cost Summary				
Agency	Project Cost		Local Agency In-Kind Match (@ 20%)	
	PI	O&M	PI	O&M
LaHabra	\$584,307.42	\$33,000.00	\$116,861.48	\$6,600.00
Fullerton	\$1,496,555.76	\$64,800.00	\$299,311.15	\$12,960.00
Anaheim	\$1,070,747.72	\$80,400.00	\$214,149.54	\$16,080.00
Garden Grove	\$1,369,482.92	\$62,400.00	\$273,896.58	\$12,480.00
Santa Ana	\$543,334.10	\$25,800.00	\$108,666.82	\$5,160.00
Fountain Valley	\$814,038.09	\$56,400.00	\$162,807.62	\$11,280.00
Subtotal:	\$5,878,466.00	\$322,800.00	\$1,175,693.20	\$64,560.00
Total:	\$6,201,266.00		\$1,240,253.20	

- a. FULLERTON's portion of the PROJECT cost is approximately One Million, Five Hundred Sixty-One Thousand, Three Hundred and Fifty-Six Dollars (\$1,561,356) with a corresponding 20% local agency match of up to Three Hundred Twelve Thousand, Two Hundred and Seventy-One Dollars (\$ 312,271) including in-kind services.
- b. ANAHEIM's portion of the PROJECT cost is approximately One Million, One Hundred Fifty-One Thousand, One Hundred and Forty-Eight Dollars (\$1,151,148) with a corresponding 20% local agency match of up to Two Hundred Thirty Thousand, Two Hundred and Thirty Dollars (\$230,230) including in-kind services.
- c. GARDEN GROVE's portion of the PROJECT cost is approximately One Million, Four Hundred Thirty-One Thousand, Eight Hundred and Eighty-Three Dollars (\$1,431,883) with a corresponding 20% local agency match of up to Two Hundred Eighty-Six Thousand, Three Hundred and Seventy-Seven Dollars (\$286,377) including in-kind services.
- d. SANTA ANA's portion of the PROJECT cost is approximately Five Hundred Sixty-Nine Thousand, One Hundred and Thirty-Four Dollars (569,134) with a corresponding 20% local

agency match of up to One Hundred Thirteen Thousand, Eight Hundred and Twenty-Seven Dollars (\$113,827) including in-kind services.

- e. FOUNTAIN VALLEY's portion of the PROJECT cost is approximately Eight Hundred Seventy Thousand, Four Hundred and Thirty-Eight Dollars (\$870,438) with a corresponding 20% local agency match of up to One Hundred Seventy-Four Thousand and Eighty-Seven Dollars (\$174,087) including in-kind services.

Documentation of AGENCIES' in-kind services, such as administrative services, design and construction-related services including equipment procurement and inspection, shall meet OCTA CTFP Guidelines.

3. AGENCIES agree to implement the PROJECT based on the approved match funds above and agree that final amount and corresponding match may vary and will be based on the 20% of actual cost of implementing all timing, improvements, and maintenance, as identified in the PROJECT.

4. AGENCIES agree that unused PROJECT funds from one PARTY may be used by another PARTY upon mutual written agreement of PARTIES. Receiving PARTY shall be responsible for the local match of the additional PROJECT funds used.

5. At no cost to LA HABRA, AGENCIES shall provide LA HABRA with current intersection, local field master and/or central system timing plans and related data no later than thirty (30) calendar days subsequent to the execution of this AGREEMENT, and updates as they occur within seven (7) calendar days of the event.

6. At no cost to LA HABRA, AGENCIES shall provide to LA HABRA appropriate documents to utilize in the design and construction of infrastructure required to implement the desired coordinated and synchronized system and operations no later than thirty (30) calendar days subsequent to the execution of this AGREEMENT, and updates as they occur within seven (7) calendar days of the update.

7. AGENCIES shall waive all costs and fees related to any and all required encroachment and inspection permits required by AGENCY for the construction phase of the PROJECT.

8. At no cost to LA HABRA, FULLERTON's Construction Inspectors shall oversee all construction work done in FULLERTON's jurisdiction.

9. At no cost to LA HABRA, ANAHEIM's Construction Inspectors shall oversee all construction

work done in ANAHEIM's jurisdiction.

10. At no cost to LA HABRA, SANTA ANA's Construction Inspectors shall oversee all construction work done in SANTA ANA's jurisdiction.

11. At no cost to LA HABRA, GARDEN GROVE's Construction Inspectors shall oversee all construction work done in GARDEN GROVE's jurisdiction.

12. At no cost to LA HABRA, FOUNTAIN VALLEY's Construction Inspectors shall oversee all construction work done in FOUNTAIN VALLEY's jurisdiction.

13. At no cost to LA HABRA, AGENCY shall be responsible for coordinating the construction and/or installation of traffic control elements and other items within AGENCIES' jurisdiction that are NOT a part of the PROJECT Scope of Work but, by necessity, must be built concurrent with the PROJECT.

14. In the event of an unanticipated cost overrun, LA HABRA shall meet with AGENCIES to resolve the cost overrun. Should the PARTIES be unable to come to a resolution of the cost overrun, the AGREEMENT will terminate.

ARTICLE 4. MUTUAL RESPONSIBILITIES OF THE PARTIES

The PARTIES agree to the following mutual responsibilities:

1. The PARTIES are responsible for the review, implementation and maintenance of the timing for the corridor offset intersections as defined in the RECITALS.

2. The PARTIES shall cooperate and coordinate their staff, contractors and consultants, in providing the services and responsibilities required under this AGREEMENT to the extent practicable with respect to the performance of the PROJECT.

3. The PARTIES agree to work together in good faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the performance of this AGREEMENT.

4. The PARTIES shall be responsible for obtaining the required additional STATE permits for additional STATE requested improvements that are NOT a part of the PROJECT Scope of Work on the STATE portions of PROJECT within their respective geographic jurisdictions.

5. This AGREEMENT may only be modified or amended upon written agreement of all PARTIES. All modifications, amendments, changes and revisions of this AGREEMENT in whole or in part, and from

time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by the PARTIES. No waiver of any term or conditions of this AGREEMENT shall be a continuing waiver thereof.

6. Applicable Laws and Regulations: This AGREEMENT shall be governed by all applicable federal, state and local laws and regulations. The PARTIES warrant that in the performance of this AGREEMENT, each shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated there under.

7. Indemnitees: To the maximum extent permitted by law, each PARTY agrees to defend, indemnify and hold harmless the other PARTIES, their officers, agents, elected officials and employees from all liability, claims, losses and demands, including defense costs and reasonable attorneys' fees, whether resulting from court action or otherwise, to the extent arising out of the actual or alleged negligent acts or omissions of, or violation of any statute or regulation by the defending PARTY, or any of its officers, agents, or employees, in the performance of this AGREEMENT. When negligent acts or omissions of one PARTY are directed by another PARTY, the PARTY directing the negligent acts or omissions shall owe this defense and indemnity obligation to the PARTY following the directions. The provisions of this paragraph shall survive the termination of this AGREEMENT. Notwithstanding, this AGREEMENT shall not be interpreted to create any joint and several liability or any joint powers or joint venture between the PARTIES.

LA HABRA shall defend, indemnify and hold the AGENCIES free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

8. Force Majeure: Each 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 federal, state or local government; national fuel shortage; labor strike or materials shortage provided satisfactory evidence of such cause is presented to the other PARTIES, and provided further such nonperformance is unforeseeable, beyond the reasonable control and not due to the fault or negligence of the PARTY not performing.

9. Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to

have been received three (3) business days after deposit in the U.S. Mail. The representatives of the PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given are as follows:

City of La Habra – LEAD AGENCY

110 E. La Habra Boulevard

La Habra, CA 90631

Attn: Michael Plotnik, P.E., T.E.

Traffic Manager

(562) 383-4162

mplotnik@lahabraca.gov

City of Fullerton

303 W. Commonwealth Avenue

Fullerton, CA 92832

Attn: Jeffrey Chinchilla, P.E.

Associate Engineer - Traffic

(714) 738-6899

jeffrey.chinchilla@cityoffullerton.com

City of Anaheim

201 S. Anaheim Boulevard, Suite 502

Anaheim, CA 92805

Attn: John Thai, E.E., T.E.

Principal Traffic Engineer

(714) 765-5294

jthai@anaheim.net

City of Garden Grove

11222 Acacia Parkway

Garden Grove, CA 92840

Attn: Dai Vu, T.E.

City Traffic Engineer

(714) 741-5189

daiv@ggcity.org

City of Santa Ana

20 Civic Center Plaza

Santa Ana, CA 92701

Attn: Cesar Rodriguez, P.E., T.E.

Senior Civil Engineer

(714) 647-5626

crodriguez5@santa-ana.org

City of Fountain Valley

10200 Slater Ave

Fountain Valley, CA 92708

Attn: Temo Galvez, P.E.

Deputy Public Works Director / City Engineer

(714) 593-4517

temo.galvez@fountainvalley.org

1 10. This AGREEMENT shall continue in full force and effect through December 31, 2028, unless
2 terminated earlier by LA HABRA or AGENCIES. This AGREEMENT may be terminated by any AGENCY
3 providing the PARTIES with not less than thirty (30) day prior written notice. The terminating AGENCY is
4 fully responsible for paying their respective pro rata share of all costs and expenses incurred prior to delivery
5 of its notice of termination and all costs and damages relating to its termination. In the event of termination
6 without cause, and subject to any other reimbursement obligations of the PARTIES, if any, created by this
7 AGREEMENT or law, the PARTIES shall each be entitled to a pro rata refund of its share of costs expended
8 as to funds remaining, if any, after payment has been made for labor and/or materials actually provided in
9 the course of work performed pursuant to this AGREEMENT.

10 11. The terms of this AGREEMENT may only be extended upon written agreement by the
11 PARTIES.

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1 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Cooperative Agreement No. 2024-1 to
2 be executed on the date first above written.

3
4 **CITY OF LA HABRA**

5
6 By: _____
7 Daren Nigsarian
8 Mayor

9
10
11 **ATTEST:**

12
13 By: _____
14 Rhonda J. Barone, CMC
15 City Clerk

16
17
18 **APPROVED AS TO FORM:**

19
20 By: _____
21 Richard D. Jones
22 City Attorney

23 /
24 /
25 /
26 /
27 /

IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement No. 2024-1 to be executed on the date first above written.

CITY OF FULLERTON

By: _____

Eric Levitt

City Manager

ATTEST:

By: _____

Lucinda Williams, MMC

City Clerk

APPROVED AS TO FORM:

By: _____

Betsy Martyn

City Attorney

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1 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Cooperative Agreement No. 2024-1 to
2 be executed on the date first above written.

3
4 **CITY OF ANAHEIM**

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6 By: _____

7
8 Mayor of the City of Anaheim

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10
11 **ATTEST:**

12
13 By: _____

14
15 City Clerk of the City of Anaheim

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17
18 **APPROVED AS TO FORM:**

19
20 By: _____

21
22 City Attorney of the City of Anaheim

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1 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Cooperative Agreement No. 2024-1 to
2 be executed on the date first above written.

3
4 **CITY OF GARDEN GROVE**

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6 By: _____

7 Lisa L. Kim

8 City Manager

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10
11 **ATTEST:**

12
13 By: _____

14 Teresa Pomeroy, CMC

15 City Clerk

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17
18 **APPROVED AS TO FORM:**

19
20 By:  _____

21 Omar Sandoval

22 City Attorney

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IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement No. 2024-1 to be executed on the date first above written.

CITY OF SANTA ANA

By: _____

Tom Hatch
Interim City Manager

ATTEST:

By: _____

Jennifer L. Hall
City Clerk

APPROVED AS TO FORM:

By: _____

Jose Montoya
Assistant City Attorney

RECOMMENDED FOR APPROVAL

By: _____

Nabil Saba, PE
Executive Director
Public Works Agency

IN WITNESS WHEREOF, the PARTIES hereto have caused this Cooperative Agreement No. 2024-1 to be executed on the date first above written.

CITY OF FOUNTAIN VALLEY

By: _____

Glenn Grandis

Mayor

ATTEST:

By: _____

Rick Miller

City Clerk

APPROVED AS TO FORM:

By: _____

Colin Burns

City Attorney

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EXCERPT FROM THE MINUTES
GARDEN GROVE CITY COUNCIL REGULAR MEETING OF NOVEMBER 9, 2021
Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 6:33 p.m., Mayor Jones convened the meeting.

ROLL CALL PRESENT: (6) Council Members Brietigam, O'Neill, D. Nguyen, Klopfenstein, Mayor Pro Tem K. Nguyen, Mayor Jones

ABSENT: (1) Council Member Bui

ADOPTION OF A RESOLUTION APPROVING THE SUBMITTAL OF THE EUCLID STREET TRAFFIC SIGNAL SYNCHRONIZATION IMPROVEMENT PROJECT TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION FUNDING PROGRAM (F: 100.3) (XR: 36.11)

Following staff introduction and City Council comments, it was moved by Council Member Klopfenstein, seconded by Mayor Pro Tem K. Nguyen that:

Resolution No. 9716-21 entitled: A Resolution of the City Council of the City of Garden Grove approving the submittal of Euclid Street Traffic Signal Synchronization Improvement Project to the Orange County Transportation Authority for funding under the competitive Measure M2 Regional Traffic Signal Synchronization Program, be adopted.


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


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

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, LIZABETH VASQUEZ, Deputy City Clerk of the City of Garden Grove, California, do hereby certify that the foregoing is a true, full, and correct copy of the Minute Entry on record in this office.

IN WITNESS WHEREOF, I hereunto set my hand seal this 1st day of February 2024.


Lizabeth Vasquez
Deputy City Clerk



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Niki Wetzel
Dept.: City Manager Dept.: Community Development
Subject: Second Reading and Date: 2/27/2024
Adoption of Ordinance No.
2952

Attached is Ordinance No. 2952 recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance 2952	2/21/2024	Ordinance	2952_GG_Ordinance_Zoning_Amendment_A-036-2023.docx

ORDINANCE NO. 2952

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING ZONING AMENDMENT NO. A-036-2023 TO AMEND THE CITY'S OFFICIAL ZONING MAP TO CHANGE THE ZONING DESIGNATION OF PROPERTIES LOCATED AT 13252 BROOKHURST STREET AND 10052 CENTRAL AVENUE AND IDENTIFIED AS ASSESSOR'S PARCEL NOS. 099-031-01, 099-031-02, 099-031-08, and 099-031-09 FROM C-1 (NEIGHBORHOOD COMMERCIAL) AND R-2 (LIMITED MULTIPLE RESIDENTIAL) TO R-3 (MULTIPLE-FAMILY RESIDENTIAL)

CITY ATTORNEY SUMMARY

This Ordinance approves an amendment to the City's official zoning map to change the zoning designation of four parcels located at 13252 Brookhurst Street and 10052 Central Avenue (Assessor's Parcel Nos. 099-031-01, 099-031-02, 099-031-08, and 099-031-09) from C-1 (Neighborhood Commercial) and R-2 (Limited Multiple Residential) to R-3 (Multiple-Family Residential) to permit and facilitate a new multiple-family residential project consisting of thirty townhomes, along with associated site improvements.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Melia Homes, Inc., the applicant, submitted a request to develop a 1.22-acre site with a new multiple-family residential project consisting of thirty townhomes, along with associated site improvements, on a property located at the southeast corner of Brookhurst Street and Central Avenue at 13252 Brookhurst Street and 10052 Central Avenue, Assessor's Parcel No. 099-031-01, 099-031-02, 099-031-08, and 099-031-09; and

WHEREAS, the applicant has requested the following approvals to facilitate the proposed development: (i) a General Plan Amendment to amend the General Plan Land Use Designations of the properties from Light Commercial (LC) and Low Medium Density Residential (LMR) to Medium Density Residential (MDR) to facilitate the development of the residential project; (ii) a Zoning Amendment to change the zoning of the subject properties from C-1 (Neighborhood Commercial) and R-2 (Limited Multiple Residential) to R-3 (Multiple-Family Residential) to facilitate the development of the residential project; (iii) Site Plan approval to construct thirty (30) three-story townhomes along with associated site improvements; and (iv) Tentative Tract Map approval to create a one-lot subdivision for the purpose of selling each townhome as a condominium (collectively, the "Project"); and

WHEREAS, proposed Zoning Amendment No. A-036-2023 would amend the City of Garden Grove's Official Zoning Map (a) to modify the zoning designation of two adjoining parcels located at 13252 Brookhurst Street (Assessor's Parcel Nos. 099-031-01 and 099-031-02) from C-1 (Neighborhood Commercial) to R-3 (Multiple-

Family Residential) and (b) to modify the zoning designation of two parcels located at located at 10052 Central Avenue (Assessor's Parcel Nos. 099-031-08 and 099-031-09) from R-2 (Limited Multiple Residential) to R-3 (Multiple-Family Residential); and

WHEREAS, following a public hearing held on December 7, 2023, the Garden Grove Planning Commission adopted Resolution No. 6077-23 recommending the Garden Grove City Council to approve General Plan Amendment No. GPA-001-2023 and Amendment No. A-036-2023 and Resolution No. 6079-23 recommending the Garden Grove City Council adopt a Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program for the Project; and

WHEREAS, concurrently with the adoption of this Resolution, the City Council adopted (a) Resolution No. 9839-24, adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project, and (b) Resolution No. 9840-24, approving General Plan Amendment No. GPA-001-2023, (i) modifying the General Plan Land Use Designation of the two parcels located at 13252 Brookhurst Street (Assessor's Parcel Nos. 099-031-01 and 099-031-02) from Light Commercial (LC) to Medium Density Residential (MDR) and (b) modifying the General Plan Land Use Designation of the two parcels located at 10052 Central Avenue (Assessor's Parcel Nos. 099-031-08 and 099-031-09) from Low Medium Density Residential (LMR) to Medium Density Residential (MDR); and

WHEREAS, pursuant to a legal notice, a Public Hearing regarding the Project and the Mitigated Negative Declaration was held by the City Council on February 13, 2024, and all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council gave due and careful consideration to the matter during its meeting of February 13, 2024, and considered all oral and written testimony presented.

WHEREAS, the City Council hereby incorporates by reference the findings and reasons set forth in Planning Commission Resolution No. 6077-23 and makes the following findings regarding Zoning Amendment No. A-036-2023:

- A. Amendment No. A-036-2021 is internally consistent with the goals, policies, and elements of the General Plan.
- B. Amendment No. A-036-2021 is deemed to promote the public interest, health, safety and welfare.
- C. The proposed zone change will ensure a degree of compatibility with surrounding properties and uses.

- D. The parcels covered by the proposed amendment to the Zoning Map are physically suitable for the requested land use designation(s), compatible with the surrounding land uses, and consistent with the General Plan.
- E. Approval of Amendment No. A-036-2023 is consistent with Government Code Section 66300 because it will increase the permitted residential density of the subject parcels and will not change the zoning of the subject parcels to a less intensive use or reduce the intensity of land use within a zoning district below what was allowed under zoning for the parcels in effect on January 1, 2018.
- F. The "No Net Loss" provisions of Government Code Section 65863 and Section 9.60.030 of the Garden Grove Municipal Code do not apply because approval of Amendment No. A-036-2023 will not require or permit the reduction of the allowable residential density for any housing element parcel.

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

Section 1. The City Council finds that the above recitals are true and correct.

Section 2. Resolution No. 9839-24 adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project is incorporated herein by reference with the same force and effect as if set forth in full herein.

Section 3. Zoning Amendment No. A-036-2023 is hereby approved pursuant to the findings set forth herein and the facts and reasons stated herein and in Planning Commission Resolution No. 6077-23, a copy of which is on file in the City Clerk's Office and incorporated herein by reference with the same force and effect as if set forth in full.

Section 4. The properties located at 13252 Brookhurst Street and 10052 Central Avenue, Assessor's Parcel No. 099-031-01, 099-031-02, 099-031-08, and 099-031-09, are hereby zoned to R-3 (Multiple Family Residential), as shown on the attached map (Exhibit "A"). Zone Map part N-14 is amended accordingly.

Section 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each

section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

Section 6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect on the date that is thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on February 13, 2024, with a vote as follows:

AYES:	COUNCIL MEMBERS:	(6)	BRIETIGAM, O'NEILL, DOVINH, KLOPFENSTEIN, NGUYEN-PENALOZA, TRAN
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(1)	JONES



Exhibit "A"
GPA-001-2023
A-036-2023, SP-127-2023, and
TT-19273



LEGEND



SUBJECT SITE(S)
 099-031-01, 099-031-02, 099-031-08, and 099-031-09

NOTES

1. Site addresses – 13252 Brookhurst Street and 10052 Central Avenue
2. Current Zone: C-1 (Neighborhood Commercial) and R-2 (Limited Multiple Residential)
3. Proposed Zone: R-3 (Multiple-Family Residential)

CITY OF GARDEN GROVE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
FEBRUARY 2024

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Ursula Luna-Reynosa
Dept.:	City Manager	Dept.:	Economic Development and Housing Authority
Subject:	Update on the Civic Center Revitalization Project as requested by City Manager Kim.	Date:	2/27/2024

OBJECTIVE

To provide an update to the City Council on the Civic Center Revitalization Project (Project) regarding the progress of the design development phase.

BACKGROUND

On September 26, 2023, City Council directed staff to move forward with an Exclusive Negotiation Agreement (ENA) with the recommended development team of Edgemoor/Clark/AC Martin for the design and pre-development of the Project. A project update was provided on November 14, 2023, discussing the collective work efforts advancing the project and sharing conceptual designs of the Public Safety Facility.

DISCUSSION

The ENA was executed on October 2, 2023, initiating a six-month period where city staff and the development team work collectively to prepare design drawings, estimate the project cost, negotiate a contract, and structure a financial package to deliver the planned public safety building, parking garage and reimaged park. Work has progressed and it is anticipated the project agreement will be available for City Council consideration and approval in March 2024. With a project financing discussion in April 2024.

Over the past five months a significant amount of progress was realized and some significant project milestones achieved. The information below provides a brief summary of the work effort to date:

- **Technical** (focusing primarily on architectural plans and construction logistics):
 - Conceptual design drawings completed
 - Initial project affordability review completed
 - 50 percent design drawings completed

- Initial construction schedule drafted
- Developer initiated negotiation of a Project Labor Agreement with LA/OC Building Trades
- **Entitlements, Permitting & Engagement**
 - Completed preparation, review and certification of project environmental document - California Environmental Quality Act (CEQA)
 - Planning Commission reviewed and approved the project entitlements
 - A biologist has been retained and completed the Wildlife Mitigation Plan for Civic Center Pond
 - Completed over 2,200 one-on-one engagements, providing information about the Project.
 - Additional meetings are scheduled for Clementine Trolley on March 7th, and Art-in-the-Park on March 9th, 2024
- **Project Financing**
 - Hired Fieldman Rolapp & Associates as primary advisors for Project financing
 - Discussed Market Strategies to maximize city's investment
 - Reviewed initial project cost estimates of \$152M and meeting affordability limits
 - Financing includes \$140M from Lease Revenue Bonds and \$12M to fund pre-development work
- **Commercial/Legal**
 - Negotiated initial project terms
 - Prepared and reviewed draft Project Agreement
 - On schedule to complete by March 2024
- **Building Commissioning**
 - Reviewed lifecycle costs estimates for different mechanical systems
 - Reviewed sustainable building systems, including photovoltaic panels, to achieve desired LEED Silver standards

FINANCIAL IMPACT

There is no financial impact as this report is for information purposes and no action is required.

RECOMMENDATION

This report is for informational purposes and no action is required by the City Council.

By: Craig Beck, Consultant and Grace Kim, Project Manager