



AGENDA

Garden Grove City
Council

Tuesday, August 22, 2023

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steve Jones

Mayor

George S. Brietigam

Mayor Pro Tem - District 1

John R. O'Neill

Council Member - District 2

Cindy Tran

Council Member - District 3

Joe DoVinh

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

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

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

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

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

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

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

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

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

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

INVOCATION

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

1. PRESENTATIONS

1.a. Upcoming release of the City's new Mobile App as presented by Information Technology.

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

3. WRITTEN COMMUNICATIONS

3.a. Consideration of a written request from the Giac An Buddhist Monastery to host a two-day Buddha's Birthday Festival at Garden Grove Park. (*Action Item*)

3.b. Consideration of a written request from LFA to extend the operating hours and make an exemption to the City's Noise Ordinance on New Year's Eve 2023. (*Action Item*)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

4. CONSENT ITEMS

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

4.a. Adoption of a Proclamation commemorating the 50th anniversary of Sister City Anyang, Korea. (*Action Item*)

4.b. Adoption of a Proclamation declaring September as Hunger Action Month in Garden Grove. (*Action Item*)

4.c. Adoption of a Proclamation recognizing October 19, 2023, as Arbor Day in the Garden Grove. (*Action Item*)

- 4.d. Consideration and Approval to submit a letter in response to the Grand Jury Report, *"Historic Rain, Yet Drought Remains."* (*Action Item*)
- 4.e. Consideration and approval to submit a response to the Grand Jury Report, School Shooting: *"How Prepared are Orange County Public Schools"?* (*Action Item*)
- 4.f. Authorize issuance of a purchase order to National Auto Fleet Group for three (3) new Police Department vehicles. (Cost: \$143,779.53) (*Action Item*)
- 4.g. Authorize issuance of purchase orders to Hilco Fastener Warehouse Inc., McFadden-Dale Industrial Hardware and Lawson Products for hardware parts for City vehicles. (Cost: \$150,000 per year) (*Action Item*)
- 4.h. Authorize issuance of purchase orders to Fleet Services Inc., Fleet Pride and Truck Parts Depot for auto parts for City vehicles. (Cost: \$150,000 per year) (*Action Item*)
- 4.i. Approval of an Agreement with Flock Safety Inc., for an ALPR camera system. (Cost: \$235,950) (*Action Item*)
- 4.j. Receive and file warrants. (*Action Item*)

5. ITEMS FOR CONSIDERATION

- 5.a. Authorize issuance of a purchase order to PB Loader Corporation for one (1) new Truck-Mounted Bulk Waste Loader. (Cost: \$369,610.54) (*Action Item*)
- 5.b. Award a contract to California Landscape and Design Inc., for City Project No. S-1311, Magnolia Park improvements. (Cost: \$703,780.) (*Action Item*)

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

- 6.a. Update on the status of the City's Housing Element as requested by City Manager Kim.

7. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, September 12, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa Kim	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Consideration of a written request from the Giac An Buddhist Monastery to host a two-day Buddha's Birthday Festival at Garden Grove Park. (<i>Action Item</i>)	Date:	8/22/2023

OBJECTIVE

To transmit a written request on behalf of the Giac An Buddhist Monastery to conduct a two-day Buddha's Birthday Festival at Garden Grove Park, on Saturday, May 4, 2024 through Sunday, May 5, 2024.

BACKGROUND

The Giac An Buddhist Monastery annually celebrates Buddha's birthday with a community-wide festival that includes entertainment on stage, ceremonies, and food. In January 2020, the City Council approved the organization's request to conduct a two-day festival at Garden Grove Park, however, due to the pandemic the event was cancelled. The festival was previously co-hosted with the Vietnamese American United Buddhist Congregation at Mile Square Park in the city of Fountain Valley.

DISCUSSION

Staff received a written request from the Giac An Buddhist Monastery to host a two-day Buddha's Birthday Festival at Garden Grove Park beginning Saturday, May 4, 2024 through Sunday, May 5, 2024. Attached is the proposed festival layout for the two-day event. The organization anticipates 3,000 participants in attendance throughout each day.

The Giac An Buddhist Monastery is a non-profit organization based in Garden Grove and is in good standing with the Internal Revenue Service and the Secretary of State.

If this event request is approved, staff will prepare a letter agreement between the City and Giac An Buddhist Monastery that will include provisions related to the reimbursement of City support and all direct costs, reimbursement for loss revenue

as a result of festival activities, outline of allowable festival activities, parking plan, and insurance requirements.

FINANCIAL IMPACT

Approval of this event request will not have a financial impact to the City. The Giac An Buddhist Monastery would be required to reimburse the City for all of the direct costs incurred to support the two-day Buddha's Birthday Festival. The amount to be reimbursed has not been determined at this time.

RECOMMENDATION

It is recommended that the City Council:

- Consider the written request from the Giac An Buddhist Monastery to conduct the two-day Buddha's Birthday Festival at Garden Grove Park beginning Saturday, May 4, 2024 through Sunday, May 5, 2024; and
- If the request is approved, authorize the City Manager, or her designee, to prepare and sign an agreement on behalf of the City for use of Garden Grove Park to conduct the two-day Buddha's Birthday Festival.

By: Janet Pelayo
Community Services Deputy Director

ATTACHMENTS:

Description	Upload Date	Type	File Name
Written Request from Giac An Buddhist Monastery for Buddha's Birthday Festival	8/8/2023	Letter	Proposal_from_Giac_An_Buddhist_Monastery.pdf



GIÁO HỘI PHẬT GIÁO VIỆT NAM THỐNG NHẤT HOA KỲ
Vietnamese American United Buddhist Congregation
CỘNG ĐỒNG PHẬT GIÁO VIỆT NAM NAM CALI-Vietnamese Buddhist Community of Southern Calif
BAN TỔ CHỨC ĐẠI LỄ PHẬT ĐẢN PL 2568-Buddha's Birthday Festival-Buddhist Year 2568
Giac An Buddhist Monastery
12811 Dale Street, Garden Grove, CA 92841

4717 W. First St., Santa Ana, CA 92703 Tel.: (714) 878-3739

Buddha's Birthday Festival
Saturday May 4 and Sunday May 5, 2024

Date: July 17, 2023

To: City of Garden Grove, Council Chamber
City of Garden Grove Community and Economic Development Department
Building and Safety Division.

RE: Community and Special Event Permit Application

Dear Sirs and Madams:

I am Doctor Le Tan Huynh on behalf of Vietnamese American United Buddhist Congregation and Venerable Thich Giac Chau, Abbot of Giac An Buddhist Monastery at 12811 Dale Street, Garden Grove, CA 92841 submit this application to request the Buddha Birthday Celebration on May 4 and May 5, 2024 at Garden Grove Park.

In the year 2020 We already had a permit from Council Chamber and we were in process of many steps to organize this event, but finally according to the recommendation from O.C. Health Department we had to stop because of Covid-19.

This coming year, 2024 we would like to celebrate Buddha Birthday in the Garden Grove Park of your city.

Vietnamese American United Buddhist Congregation and Giac An Buddhist Monastery in the City of Garden Grove are two organizations with Non Profit Organization from the State of California and Internal Revenue Service 501.c (3).

Thank you very much for your acceptance.

Sincerely

Dr. Le Tan Huynh

Venerable Thich Giac Chau



GIÁO HỘI PHẬT GIÁO VIỆT NAM THỐNG NHẤT HOA KỲ
Vietnamese American United Buddhist Congregation
CỘNG ĐỒNG PHẬT GIÁO VIỆT NAM NAM CALI-Vietnamese Buddhist Community of Southern Calif
BAN TỔ CHỨC ĐẠI LỄ PHẬT ĐẢN PL 2568-Buddha's Birthday Festival-Buddhist Year 2568
Giac An Buddhist Monastery
12811 Dale Street, Garden Grove, CA 92841

4717 W. First St., Santa Ana, CA 92703 Tel.: (714) 878-3739

Buddha's Birthday Festival

1. **Description of Event:** Buddha's Birthday Festival Celebration - Buddhist Year 2568 - 2024
2. **Date of Event:** Saturday May 4, 2024 from 4pm to 7pm and
Sunday May 5, 2024 from 8am to 9pm
3. **Location:**
 - a. Garden Grove Park between the East-West driveways and the Atlantis Playground. Saturday and Sunday as above time.
 - b. Atlantis Play Center: Sunday only - Meditation Retreat walk and seminar
4. **Setup Time:** We will start to set up on May 4, 2024
5. **Special Request:** (Showmobile rental and Amplified Sound)?.
6. **People attended:** 3,000 people at peak attendance (estimated)
7. **Experience:** 6 consecutive years in Mile Square Park since 2012.
8. **Contact person:**

Le Huynh 1612 N. Spurgeon Street
Santa Ana, CA 92701
Mobile: (714) 878-3739
Email: drlehuynh@gmail.com

Proposed Area Used: Following map is proposed layout for the general use. Actual layout can be modified after inputs from City.



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa Kim	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Consideration of a written request from LFA to extend the operating hours and make an exemption to the City's Noise Ordinance on New Year's Eve 2023. (<i>Action Item</i>)	Date:	8/22/2023

OBJECTIVE

To transmit a written request on behalf of LFA, the operator of the Garden Amp, requesting approval to extend the operating hours and make an exemption to the Noise Ordinance, Municipal Code Section 8.47.040, to extend the higher noise levels from 10:00 p.m. to 12:15 a.m. on December 31, 2023.

BACKGROUND

In 2017, the City entered into a ten (10) year facilities use agreement with LFA, as the production company of the City's Festival Amphitheater. The agreement allows LFA to operate the facility until 10:00 p.m.

DISCUSSION

Staff received a request from from LFA to host a New Year's Eve event, at the Garden Amp, on December 31, 2023 that would extend the operating hours from 10:00 p.m. to 12:15 a.m. Additionally, this request would also require the approval to make an exemption (per Garden Grove Municipal Code 8.47.070) to the hours listed in the Noise Ordinance establishing lower noise thresholds after 10:00 p.m.

FINANCIAL IMPACT

Approval of this request will not have a financial impact to the City.

RECOMMENDATION

It is recommended that the City Council:

- Consider the written request from LFA to extend operating hours and make an exemption to the Noise Ordinance from 10:00 p.m. to 12:15 a.m. on December 31, 2023 at the Garden Amp.

By: Janet Pelayo
Community Services Deputy Director

ATTACHMENTS:

Description	Upload Date	Type	File Name
Written Request from LFA	8/10/2023	Cover Memo	NYE_Proposal.pdf

August 3, 2023

John Montanez
Director of Parks and Recreation
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Subject: New Year's Eve Operating Hours Extension

Dear John,

I am writing to propose an extension of our operating hours and sound curfew for the Garden Amphitheatre on New Year's Eve to accommodate the traditional midnight countdown. New Year's Eve is a significant and widely celebrated event which presents a unique opportunity for businesses to cater to the increased demand for entertainment.

Proposal: We propose extending our operating hours and amplified sound curfew on New Year's Eve as follows:

Current Operating Hours and Amplified Sound Curfew: 10:00 pm

Proposed Extended Operating Hours and Amplified Sound Curfew: 12:15 am

We believe that extending our operating hours on New Year's Eve will present an opportunity to cater to our customers' needs, enhance our reputation, and boost our business. Thank you for considering this proposal. Please let me know if you have any questions or concerns. Thank you.



Viet Tran
LFA Group, LLC

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Ana Pulido
Dept.: City Manager Dept.: Community Relations
Subject: Adoption of a Proclamation commemorating the 50th anniversary of Sister City Anyang, Korea. (*Action Item*) Date: 8/22/2023

Attached is a Proclamation commemorating the 50th anniversary of Sister City Anyang, Korea, recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	8/10/2023	Proclamation	8-22-23_Anyang_50th_Anniversary.pdf

Proclamation

50th Anniversary of the City of Anyang, Republic of Korea

- WHEREAS, Anyang, Republic of Korea, located in the Gyeonggi Province, was granted city status in 1973. The name dates back to the year 900 when a descendent of the First Emperor of the Goryeo Dynasty built a temple and named it Anyang, a Buddhist term signifying a heavenly land where unimaginable joy and freedom overflow; and
- WHEREAS, Anyang has grown to become the ninth most populated and the 20th largest city in the country. Anyang is also the largest industrial satellite of the capital of Seoul; and
- WHEREAS, The City motto of Anyang is "Livable City, Proud Citizens," and its meaningful symbol recalls the values of peace, pureness, cohesion of its citizens, scientific development, the environment, and modernity. The City symbols are Podong-i (grape), Forsythia (flower), Ginkgo (tree), and eagle; and
- WHEREAS, Anyang began a friendship with Garden Grove as sister cities in 1989. Built on mutual respect and admiration of their respective cultures, the two cities started a student exchange program in 1991, through the Sister City Association of Garden Grove, for high school students to travel to their sister city to experience hospitality, culture, and visits to local sites; and
- WHEREAS, In 2019, as part of an Anyang delegation visit to Garden Grove, both cities commemorated the 30th anniversary of the sister city relationship with the signing of a reaffirmation by Garden Grove Mayor Steve Jones and Anyang Mayor Choi Dae-ho; and
- WHEREAS, In September of this year, at the request of Anyang, a delegation from Garden Grove will be traveling to Anyang to commemorate the 50th anniversary of the City of Anyang, share administrative practices, and to promote tourism, prosperity, and cooperation between the two cities.
- NOW, THEREFORE, WE, the Garden Grove City Council, do hereby proclaim the 50th anniversary of City of Anyang, Republic of Korea. Garden Grove reveres the culture, rich history, and traditions of our sister city and is honored to receive their continued goodwill.

August 22, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation declaring September as Hunger Action Month in Garden Grove. (*Action Item*) Date: 8/22/2023

Attached is a Proclamation declaring the Month of September as Hunger Action Month in Garden Grove recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	8/16/2023	Proclamation	8-22-23_Hunger_Action_Month_Proclamation_Template_(1).pdf

Proclamation
Hunger Action Month

WHEREAS, hunger and poverty are issues of vital concern in California, where 10.5 percent of Californians face food insecurity on a daily basis and one in every seven California children do not know where their next meal will come from; and

WHEREAS, everyone needs nutritious food to thrive, and people are working hard to provide for themselves and their families—yet over 267,000 individuals, including over 64,000 children, here in Orange County are food insecure; and

WHEREAS, the City of Garden Grove is committed to working with Abound Food Care, Orange County Food Bank, and Second Harvest Food Bank, collectively known as the Orange County Hunger Alliance by raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, in the first half of 2023, Orange County Food Bank and Second Harvest Food Bank have collectively distributed 33,661,205 million pounds of food through its partner network of food pantries, soup kitchens, shelters, senior centers, schools, colleges, universities, and other community organizations; and

WHEREAS, in the first half of 2023, Abound Food Care has recovered 307,430 pounds of food, reducing food waste and diverting that food to those who need it; and

WHEREAS, the month of September has been designated “Hunger Action Month” in order to bring attention to food insecurity in our communities and to enlist the public in the movement to end hunger by taking action – including volunteer shifts, social media shares, and donations – to ensure every community, and everybody in it, has the food they need to thrive; and

WHEREAS, food banks and other organizations across the country, including the members of the Orange County Hunger Alliance will host numerous events throughout the month of September to bring awareness and help end food insecurity in our local community;

NOW, THEREFORE, WE, the Garden Grove City Council do hereby recognize September 2023 as HUNGER ACTION MONTH in Garden Grove, and call this observance to the attention of our citizens.

August 22, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Proclamation recognizing October 19, 2023, as Arbor Day in the Garden Grove. (<i>Action Item</i>)		
		Date:	8/22/2023

OBJECTIVE

For City Council to adopt a proclamation recognizing Thursday, October 19, 2023, as Arbor Day in the City of Garden Grove.

BACKGROUND

For almost 17 years, the City of Garden Grove had earned the status of "Tree City USA" from the National Arbor Day Foundation. The City would like to resume its status through submittal of a new application, which is estimated to be due by December 31, 2023.

DISCUSSION

The Tree City USA application requires cities to generally comply with four (4) standards. These include: (1) a City-staffed tree maintenance section, (2) a tree ordinance, (3) an annual budget of at least \$2 per capita, and (4) Arbor Day Observance and Proclamation.

The Tree Maintenance Section in the Public Works Department is in compliance with all standards outlined above, except for a formal proclamation. Therefore, staff is requesting this final step in order to submit an application. Additionally, the Trees Section will do a small tree planting on October 19, 2023, to commemorate Arbor Day. The location and other details will be shared with City Council at a later date.

FINANCIAL IMPACT

Adopting the proclamation does not have any financial impact. Funding for the Public Works Department Tree Maintenance Division is included in the adopted fiscal years 2023 to 2025 budget. No additional appropriation is necessary to meet the Tree City USA requirements.

RECOMMENDATION

It is recommended that the City Council:

- Proclaim October 19, 2023, as Arbor Day in the City of Garden Grove.

By: Ana V. Neal, Principal Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Arbor Day Proclamation	8/8/2023	Proclamation	Arbor_Day_Proclamation.pdf



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, _____, Mayor of the City of _____, do hereby proclaim _____ as **ARBOR DAY**

In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS _____ day of _____, _____

Mayor _____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Consideration and Approval to submit a letter in response to the Grand Jury Report, <i>"Historic Rain, Yet Drought Remains."</i> (Action Item)		
		Date:	8/22/2023

OBJECTIVE

The purpose of this report is for the City Council to consider and approve the attached response to the 2022-2023 Grand Jury Report, "Historic Rain, Yet Drought Remains", and authorize submittal to the Orange County Superior Court presiding judge.

BACKGROUND

On June 5, 2023, the Orange County Grand Jury released its 2022-2023 Grand Jury Report, "Historic Rain, Yet Drought Remains" (see Attachment 1). The purpose of the report was to study how the climate changes will affect long-term water supplies and reliability. The report explores the potential challenges if the U.S. Department of the Interior decide to impose water use restrictions on the Colorado River. The report recommends the County of Orange take a leadership role in planning for an emergency moratorium plan to address these anticipated water restrictions. The report recommended expediting a new source of water for desalination and streamlining the permitting processes, along with enhancing public education for water conservation if desalination does not take place in the near future.

Based on its investigation, the Orange County Grand Jury arrived at twelve (12) findings and four (4) recommendations. In compliance with Penal Code 933.05 (a) and (b), the City is recommended to provide a response to the findings and recommendations directed to the City Council by September 5, 2023.

DISCUSSION

The City has responded to the findings and recommendations of the Grand Jury Report (see Attachment 2). In summary, the City agrees with six (6) of the findings (F2, F4, F7 F8, F10, F11), agrees partially with two (2) of the findings (F3, F12) and disagrees with four (4) of the findings (F1, F5, F6, F9). In response to the

recommendations, The City will not be implementing R2 on the recommendation for expediting a new source of water for desalination due to the City's existing, sufficient water portfolio. The City partially supports the recommendation R3 for the need to prepare an emergency moratorium plan to address the anticipated water restrictions from the Colorado River. The City opts to forgo the County of Orange's involvement for this type of plan and have this plan be developed by existing water suppliers, Orange County Water District and the Municipal Water District of Orange, who possess the expert technical knowledge of water supply reliability. The City is fully committed to implementing R4 on the recommendation for developing public outreach plans to inform the public of lifestyle changes needed for water conservation to help sustain long term water supplies.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached response and authorize submittal to the Orange County Grand Jury.

By: Samuel Kim, P.E.

Deputy Public Works Director/Water Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: 2022- 2023 Orange County Grand Jury Report on Drought	8/9/2023	Backup Material	Orange_County_Grand_Jury_(2)_Letter_Received_June_2023.pdf
Attachment 2: Response to Grand Jury Report	8/9/2023	Letter	GG_Grand_Jury_Response_Letter_FINAL_2023.pdf



ORANGE COUNTY GRAND JURY

700 CIVIC CENTER DRIVE WEST • SANTA ANA, CALIFORNIA 92701 • 714/834-3320
www.ocgrandjury.org • FAX 714/834-5555

June 5, 2023

Steven R. Jones, Mayor
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

CONFIDENTIAL

Dear Mr. Jones:

Enclosed is a copy of the 2022-2023 Orange County Grand Jury report, **Historic Rain, Yet Drought Remains**. Pursuant to *Penal Code* 933.05(f), a copy of the report is being provided to you at least two working days prior to its public release. Please note that under that subsection, "No officer, agency, department, or governing body of a public agency shall disclose any contents of the report *prior to the public release of the final report*." (Emphasis added.) It is requested that you provide a response to each of the findings and recommendations of this report directed to your office in compliance with *Penal Code* 933.05(a) and (b), copy is enclosed.

Please distribute this report to your governing body.

For each Grand Jury recommendation accepted and not implemented, provide a schedule for future implementation. In addition, by the end of March of each subsequent year, please report on the progress being made on each recommendation accepted but not completed. These annual reports should continue until all recommendations are implemented.

Please mail the response to the recommendations to Maria Hernandez, Presiding Judge of the Superior Court, 700 Civic Center Drive West, Santa Ana, CA 92701, with a separate copy mailed to the Orange County Grand Jury, 700 Civic Center Drive West, Santa Ana, CA 92701, no later than 90 days after the public release date, **June 9, 2023**, in compliance with *Penal Code* 933, copy enclosed. The due date then is **September 5, 2023**.

Should additional time for responding to this report be necessary for further analysis, *Penal Code* 933.05(b)(3) permits an extension of time up to six months from the public release date. Such extensions should be advised in writing, with the information required in *Penal Code* 933.05(b)(3), to the Presiding Judge of the Superior Court, with a separate copy of the request to the Grand Jury.

We tentatively plan to issue the public release on **June 9, 2023**. Upon public release, the report will be available on the Grand Jury website at www.ocgrandjury.org.

Very truly yours,

A handwritten signature in black ink, appearing to read "John V. Siragusa", is written over a circular stamp that partially overlaps the "Very truly yours," text.

John V. Siragusa, Foreperson
2022-2023 ORANGE COUNTY GRAND JURY

JVS:jm

Enclosures: Grand Jury Report
Penal Code 933, 933.05

Cc: Lisa Kim, City Manager

CONFIDENTIAL

A WET WINTER IN THE WEST HASN'T CHANGED CALIFORNIA'S WATER CHALLENGES

Historic Rain, Yet Drought Remains



County of Orange

Grand Jury 2022-2023

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SUMMARY

The “atmospheric river” of winter 2022-23 in California, causing floods in the lowlands and record snowpack in the mountains, has many people assuming that the “drought is over.” *This assumption is far from the truth.* Drought conditions are here to stay. While Orange County dams and reservoirs are currently at full capacity and the Sierra snowpack is at its deepest level in many years, there has been limited impact on the Western Rockies, the Colorado River, Lake Powell, and Lake Mead from which Southern California draws a significant amount of its potable water supply.

For the purposes of this report, the Orange County Grand Jury differentiated between source and supply. The source of water is the ocean and the resultant precipitation. The supply of water is how precipitation is captured and delivered to consumers of water, including recycling and reuse of this water.

Climatologists, water experts, and water managers agree we must adapt to climate change because longer droughts and extreme weather patterns are inevitable, adding urgency towards finding new methods for obtaining additional water sources.

In Orange County, the lack of available water over the past few years has frequently been identified as a “Water Crisis”, yet the phrase has failed to capture the scope of how dire the situation is. Generally, people don’t think about having enough water because it has been reliably available their entire lives. Throughout the county, there are numerous innovative water projects under consideration or development, but they may not be timely enough to avoid people running short of water and having to conserve much more, ultimately leading to mandated rationing.

Approximately half of all water used in Southern California is imported from the Colorado River and from the California Aqueduct. This imported water is severely constrained and unreliable. With infrequent and unreliable amounts of precipitation supplying both the Northern California Water Project and the Colorado River, the situation is becoming more critical. Several South Orange County cities rely almost solely on these imports. Locally, significant efforts are being made to re-use wastewater. These efforts are limited by the amount of water available from everyday use and do not create a new water source.

North and Central Orange County are served by a well-managed supply of water in underground storage, but it cannot meet the needs of the entire County. South County is entirely dependent on imported water.

The State of California mandated local governments to provide more affordable housing and is also promoting higher density development. This does not recognize the limitations of the current water supply and its social and economic impacts. The State has failed to provide a supply of water to support these mandates.

Public awareness must be expanded to encourage better management of our water by expediting the process for planning and construction of new water sources such as desalination and prioritizing funding.

The Orange County Grand Jury recommends the creation of a “Climate Resiliency District” to lessen the County’s dependence on State and regional water projects. Just as Orange County supported Measure M and created the Orange County Transportation Authority to solve the county’s transportation crisis, the same bold leadership is needed to solve the county’s water crisis.

This report presents information about the current crisis in water planning, existing projects to increase the supply of non-potable water for irrigation, and storage issues. The report makes recommendations for a reliable source of potable water through desalination of ocean water.

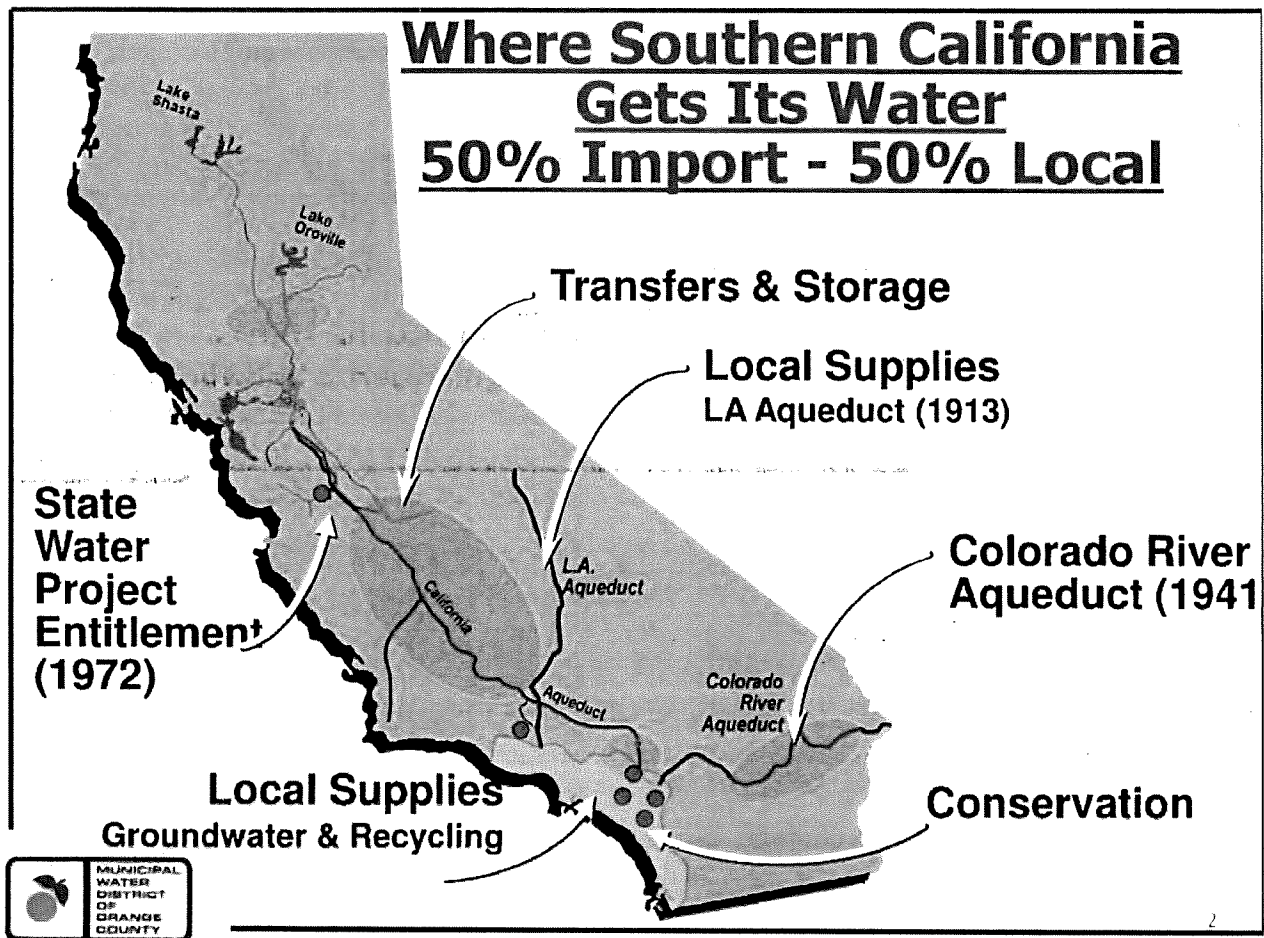
BACKGROUND

Water is our most precious resource, but due to shifts in climatic weather patterns, the reliability of traditional water supplies is under intense pressure in Orange County. Many water business insiders are stating privately that these systemic events are now at a “crisis” stage, despite the recent precipitation.

To date, traditional water suppliers in Orange County have not addressed the implications of this systemic shift. They have maximized local resources by recycling, capturing flood water runoff, and finding new areas for storage. However, they have yet to fully develop a transformational drought-resistant water resource outside the status quo.

Numerous past Orange County Grand Jury reports¹ have dealt with the internal governance and organizational structure or the need for conservation efforts to maximize water utilization. This report elaborates on the dependency on outside water supplies such as the California Water Project and the Colorado River Basin that provide over 50% of our county’s local water supply. South Orange County lacks a bountiful aquifer that provides North and Central Orange County with 70% of its water supply.²

South Orange County depends on imported water for 90% of its needs. These imported water supplies are becoming less reliable, with annual reductions occurring in both the California Water Project and the Colorado River Basin creating major disruptions. Conservation measures have been put in place throughout Orange County to maximize existing supplies to help mitigate these concerns. This is simply inadequate to resolve the long-term supply issue. One of the ways to resolve this issue is desalination, a proven alternative that has not yet been fully implemented in Orange County.



REASON FOR STUDY

The Western United States is experiencing a water crisis. The climate is changing, and our supply of water has diminished while our population has increased. This situation did not occur overnight and the efforts to mitigate the crisis have been slow and ineffective.

Existing water agencies in Orange County are not adequately structured or managed to implement the transformational strategies necessary to create a new source of potable water, specifically through desalination. It is possible that a merger of two or more agencies could pivot this new source, but they are already performing the functions for which they were created and it might be difficult to assimilate new functions. The Orange County Grand Jury recommends the creation of a new agency, a Climate Resiliency District, to develop and manage this drought-resistant resource.

Local water suppliers, including cities and special districts, are to be commended for attempting to meet the crisis within constraints. The Orange County Water District very

successfully manages the ground water basin serving North and Central Orange County. These efforts include actively pursuing water transfer and water banking agreements outside of Orange County. Local water suppliers need to expand their portfolio to meet demands. Additional capture of precipitation, supplying groundwater through infiltration, additional storage systems, development of ocean desalination, and recycling and reuse of water all need to be considered and improved and implemented.

The general public, the ultimate users of the water, need to continue their efforts to conserve water by installing low-flow toilets and showerheads, appliances that use less water, using recycled water for landscape irrigation, and eventually accepting the use of recycled water purified for drinking purposes. They also need to support and expedite the development of desalination plants to create a new source of water for the future. It will be necessary for the water suppliers to develop effective public awareness programs to help the public understand the need and desirability of this new paradigm.

METHOD OF STUDY

The Orange County Grand Jury (OCGJ) took the following steps in investigating this issue:

- Identified and interviewed key personnel:
 - Persons or entities responsible for providing potable water to their Orange County constituents
 - Persons knowledgeable in projects to improve capture, reclamation, recycling, delivery, and infrastructure improvements
 - Persons involved in the planning and execution of providing new habitable dwellings
 - Persons who are reputable in the field of climatology – past, present, and future
- Reviewed information from the various water districts and interested parties including:
 - Orange County Water District (OCW)
 - Orange County Coast Keepers
 - California Department of Water Resources
 - Miscellaneous Water Districts
 - Municipal Water District of Orange County (MWDOC)
 - Metropolitan Water District (MET)
- Reviewed numerous documents pertaining to this report (see bibliography for complete list)
- Members of the OCGJ toured the following facilities:
 - Municipal Water District of Orange County Headquarters
 - Orange County Water District Ground Water Recovery Facility
 - Metropolitan Water District
 - Headquarters

- F.E. Weymouth Water Treatment Plant and Quality Control Laboratory
- Pure Water Southern California Demonstration Plant in Carson

INVESTIGATION AND ANALYSIS

Climate

The current state of our climate is a prolonged drought. To survive, local sources of water need to be more resilient.

Throughout Earth's evolution, there have been and continue to be impacts on its climate. The continents have been drifting since there was a super continent, Pangea, 175 million years ago. The resulting different geographic locations have differing climate conditions which are still evolving. These "climate changes" have been extensively studied and documented by paleo-climatologists, and their data has been used to forecast what climate conditions will most probably be in the future.

"The current state of our climate is a prolonged drought. To survive, local sources of water need to be more resilient. "

Today's scientists and climatologists agree that Earth is changing due to evolutionary cycles and that climate warming is being acutely exacerbated and accelerated by the effects of human activities. Worldwide, glaciers are receding, sea levels are rising, and permafrost melting. Many global regions that were historically self-sufficient for potable water are now in periods of extended drought where precipitation is a declining resource. Orange County is directly affected by the resulting effects of climate change, evidenced by water reduction mandates and the various proposed means and methods to capture, recycle, and store more water.

This report acknowledges climate change and its effects on the people of Orange County. It examines whether the current proposed means and methods for securing more water are sufficient to sustain the projected growth in the county and support the green and vibrant lifestyle to which its inhabitants have become accustomed.

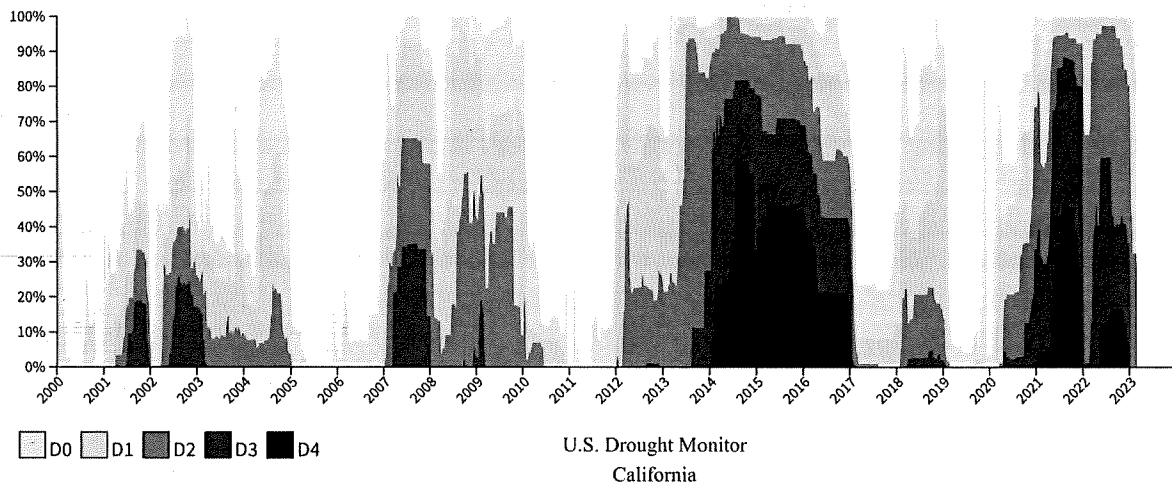
As evidenced over the past five decades, the durations and resulting expectations from the seasons in this geographic region of the U.S. (Western) have dramatically changed. Winters have seen declining periods of sustained precipitation, and summers are hotter, longer, and drier. This has directly affected the rivers, lakes, streams, dammed reservoirs above ground and aquifers below ground that rely on melted snow and rain for continued and reliable replenishment. Paleo-climatologists have validated the past

climate drought trends, and today's climatologists are predicting the same, punctuated by infrequent periods of precipitation, like the precipitation events of this past winter (2022-23). This all points to the current supplies of water not being dependable.

Key facts and predictions identified during interviews and the numerous climate articles reviewed are:

- The current Western United States drought is the longest in 1,200 years
- The drought is likely to continue for the next 100 years.
- The current Southern California climate is characterized as "drought" but this is likely to be interrupted by infrequent wet years.
- Human activities have affected the climate. The Southern California climate is expected to enter a cooler phase based upon long-term historic trends, rather than the current warming.
- Even if carbon emissions are suddenly decreased, the climate could take up to 100 years to adjust.

The following graph illustrates the current tendency of the climate. It shows five categories: Abnormally Dry (D0), showing areas that may be going into or are coming out of drought, and four levels of drought (D1–D4). The darker the color, the deeper the drought. It clearly shows increased and more frequent levels of drought for California.



Drought as the norm has reduced precipitation as a source of water and Orange County needs to respond to it by providing a more drought resilient supply of water.

Water Demands

- In the past fifty years, California's population has nearly doubled. Water is needed, and expected, to sustain the current population in all aspects: quality of life, commerce, industry, agriculture, etc., and promote growth and development. However, current, and foreseeable circumstances regarding water availability

have severely impacted modern Californians' expected way of life. To preserve the status quo, water reduction mandates are used to facilitate further development.

- Some water agencies are paying farmers to not grow crops. They are transferring the farmer's water rights to the water agency to feed the thirst of metropolitan areas. Many projects to capture, transport, and store water have been proposed but not yet constructed due to various political and environmental obstructions. The projects that have been approved to capture, store, recycle, and transport more water will only succeed if there is enough water to do so. Precipitation is a declining source of water. Interviews with water experts, e.g., wholesalers, retailers, and suppliers have said that "we cannot conserve our way out of the drought" but they have yet to make Orange County self-sufficient.

Overview of Water Suppliers and Agencies

The water supply for Orange County is primarily managed by three entities – Orange County Water District (OCWD), Municipal Water District of Orange County (MWDOC), and Metropolitan Water District (MET).

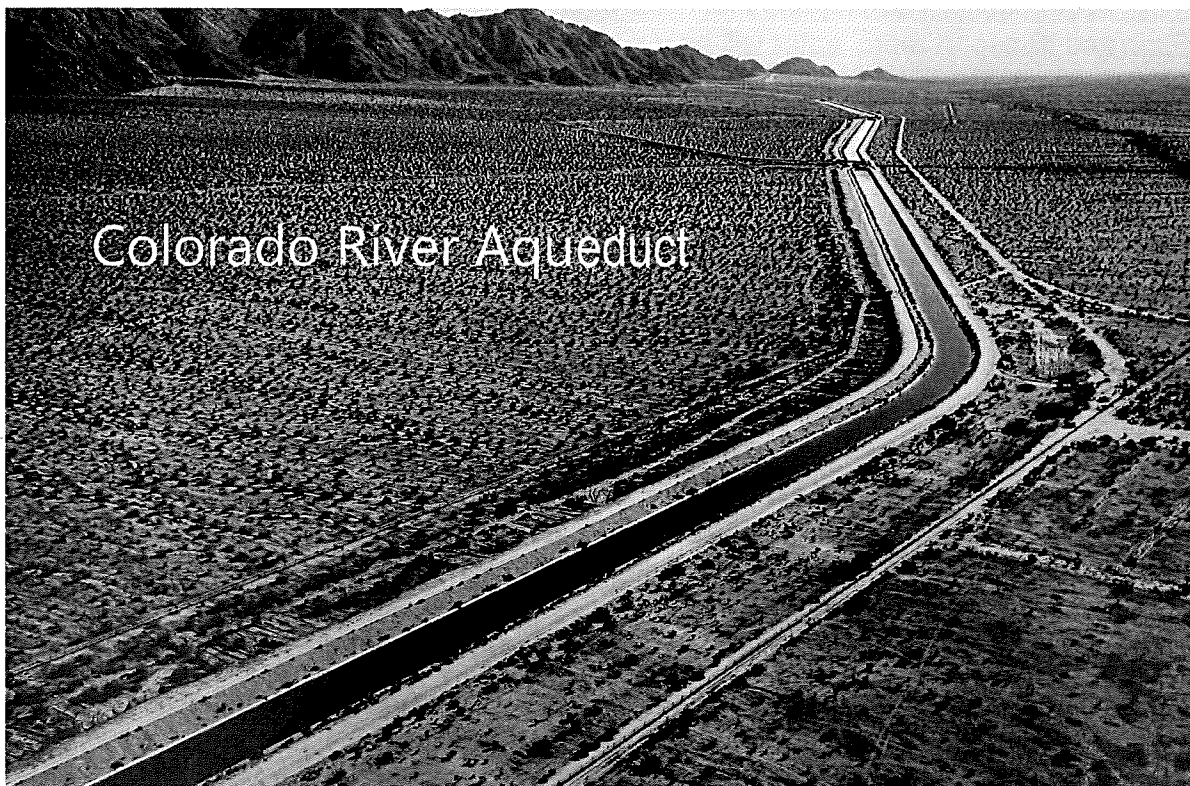
Consumers receive their water from 29 independent water districts and cities. The suppliers primarily receive water from either the groundwater basin managed by OCWD, directly from MET, or through MWDOC. The water agencies also have additional minor supplies of water, including treated surface waters and supplies obtained from agreements with other entities. Some of the water agencies provide treated wastewater for landscaping and industrial uses (recycling).

Metropolitan Water District (MET) – (Water Wholesaler)

The Metropolitan Water District (MET) serves the water needs of Southern California by securing and transporting water. This includes overseeing the importation of water from the Colorado River Basin since 1941 and the State Water Project since 1971. MET is a wholesaler which sells and allocates this water to other water agencies, municipalities,³ and counties from Ventura to San Diego. Orange County receives its purchased allocation through the Municipal Water District of Orange County. Recognizing the long-term effects of drought and reduced flows from the Colorado river and California Aqueduct, the MET has initiated major water conservation and recycling programs to make water management a priority. They have attempted to create storage capability and negotiate contracts with the agricultural entities within the Colorado basin to limit their water usage and acquire their allocations.

The long-term threat of climate change and historic droughts have challenged MET and they have failed to identify new supplies of water beyond their historic charter. The State Water Project is delivering only 10% of the historical allocation and the Colorado River supply allocation was reduced 25% in 2022.

Metropolitan Water District is in the water movement business and is not historically tasked with securing new sources of water. As the leading water agency in Southern California, MET has not taken on this responsibility. Their supply of water is dependent on precipitation. When the water allocation was reduced from the State Water Project, MET had to switch many of its customers to the Colorado River. However, numerous articles have documented that the lakes on the Colorado River (Mead and Powell) are at the lowest levels since they were built, and their future viability is at question due to a decade's long drought in the west.



The State Water Project⁴ includes 700 miles of delivery canals (California Aqueduct) that serves 27 million people and irrigates 750,000 acres of farmland, which supplies fifty percent of the United States' produce. The project originated in 1960 and although it is well maintained, it has not been upgraded in years. The water for the State Water Project comes primarily from the Sacramento-San Joaquin Delta. When forming its water strategies, Orange County needs to recognize that the State Water Project's reliability is in doubt due to its 53-year history of not being adequately maintained.

The Colorado River has been in the news due to the drought reducing its flow over the past twenty years. The agreements regarding the allocation of Colorado River water are set to expire in 2026 and are currently being renegotiated. Water levels at Lake Mead and Lake Powell have dropped significantly, and experts say it would take at least 10 years of above average precipitation to restore them. Orange County should simply not rely upon the Colorado River as a dependable supply, now or in the future.

Following numerous interviews and a thorough review of project documentation, the Grand Jury reached several conclusions regarding MET programs to replace dwindling

water supplies. Most notable is that the Carson wastewater reclamation project is years away from being completed and 20 years behind similar projects in Orange County. Overall, MET cannot be expected to significantly replace the reductions in water allocations from the Colorado River and the State Water Project within the next decade.

“MET water will not be reliable for at least a decade and Orange County needs to consider developing other resources to make up for this lack of reliability.”

Municipal Water District of Orange County (Water Wholesaler)

The Municipal Water District of Orange County (MWDOC) is primarily a wholesale water provider and, to a lesser extent, a water resource development and planning agency for nearly 3.2 million Orange County residents, and businesses. MWDOC buys imported water from the California State Water Project in Northern California and the Colorado River through the Metropolitan Water District of Southern California. MWDOC has four representative seats on the Metropolitan Water District (MET) Board. Through its member agencies, MWDOC covers all of Orange County except the Cities of Anaheim, Fullerton, and Santa Ana.

Orange County must import water due to limited local water supplies. Central and North County import approximately 30% of their water to supplement its existing supply. However, South County is highly reliant on the Municipal Water District, as South County water districts must import 90% of their water supply from outside of Orange County.

The Municipal Water District of Orange County is extremely important as a wholesaler or broker to the retail water districts in Orange County and as a representative of Orange County's interest on the Metropolitan Water District Board.

MWDOC has completed a comprehensive study of Orange County's water reliability needs that could serve to achieve a climate resilient water supply. The study covers MET system reliability and Orange County projects including desalination projects, water shed projects, and water banking projects. The study also identifies the crisis Orange County is facing – by 2030, eight out of every ten years can be expected to be in drought. However, the study is devoid of information about financing and implementation, and its conclusions rely too much on MET efforts that are decades behind where they should be.

Based upon this study and MWDOC's countywide area of responsibility, MWDOC could conceivably lead Orange County's efforts to plan, finance, and implement water source and supply projects.

MWDOC serves no other purpose than to distribute water and has not attempted to expand its supply of water beyond its engagement with the MET. Previous Orange

County Grand Juries have recommended that the MWOC and OCWD merge for a more efficient and streamlined approach towards water management.

Orange County Water District (Water Wholesaler)

The Orange County Water District (OCWD) provides water to 2.5 million residents in North and Central Orange County. The District effectively manages the Orange County groundwater basin that provides approximately 77% of water used in the region. It supplies the 19 cities and retail water agencies in Central and North Orange County with potable water. As the sole adjudicator of Orange County's ground water basin, the agency plays a vital role in assuring the aquifer is effectively managed.

The Orange County Water District has been a true innovator in water management and operates the world's largest water purification replenishment system for indirect potable water use. Over 130 million gallons per day are recycled into the Orange County aquifer, thus replenishing this vital resource. It has exhausted the wastewater supply available for recycling through its comprehensive efforts.

The management of Orange County's underground reservoir has been exceptional. OCWD has also implemented a regional groundwater banking program to assure long-term reliability and increasing stormwater capture behind Prado Dam where water eventually gets released and recharged into the Orange County aquifer, thus becoming part of the local water supply.

Despite its absolute success at recycling, the Orange County Water District must still import 23% of its water brokered by the Municipal Water District of Orange County through the Metropolitan Water District. The local Orange County ground water basin is simply not large enough to meet demand.

Water Retailers

The **Irvine Ranch Water District** serves a large Orange County populace of 600,000, primarily in the Cities of Irvine, Lake Forest, parts of the Cities of Orange, Costa Mesa, Tustin, and Newport Beach. IRWD provides water as well as reliable sewage collection and treatment. The combination of being a water retailer combined with managing sewage treatment has allowed IRWD to implement groundbreaking recycling water programs for non-potable use and innovative urban runoff programs. The district relies partially on the Orange County basin for its water supply, but also is dependent on 20% of imported water from the Municipal Water District of Orange County.

As an innovator, the IRWD secured rights to the Kern water basin for water storage. This storage reduces its reliance on Metropolitan Water District and provides access to a potential supply of water in an emergency. Through conservation and water efficiency programs, IRWD has reduced overall water consumption year over year allowing development to continue to move forward unabated within the jurisdiction it serves. However, growth in community development exposes IRWD to shortages as its allocation of imported water is determined by Municipal Water District of Orange County.

The **Moulton Niguel Water District** serves 170,000 residents in South Orange County, and is highly dependent on imported water from the Municipal Water District of Orange County (in excess of 90% of its potable water). Therefore, the District has made a major effort to drive efficiency and conservation efforts, which have been successful in reducing water utilization and continue to allow local development. Negotiations are underway with local sanitation districts to attempt to initiate recycling programs for the betterment of the community. The collaboration with South Orange County Wastewater Authority (SOCWA) has been less than cooperative thereby impeding recycling efforts. Should the Municipal Water District of Orange County fail to deliver the required water, Moulton Niguel Water District is highly vulnerable to supply disruption.

The **Rancho Santa Margarita Water District** (RSMWD) imports 100% of its potable water from the Municipal Water District of Orange County and services over 200,000 residents in south Orange County, primarily the eastern portion of Orange County from Mission Viejo to San Clemente. As a result, the District has committed to developing local reliable drinking water supplies. RSMWD constantly monitors opportunities to enhance its water portfolio. The current major effort is the San Juan Watershed project that will capture local stormwater runoff as well as directing recycled water to recharge the local underground aquifer.

Conservation water efficiency efforts have also played a major role to minimize water usage. Within RSMWD's service area, there are major communities being planned. The planned communities under development, Los Flores and the Ranch, will add 15,000 homes or approximately 60,000 additional residents to the District's customer base. With this development the water demand will increase and therefore will increase the need to import water. Should Municipal Water District of Orange County fail to deliver required water, RSMWD is highly vulnerable to supply disruption.

The **South Coast Water District** (SCWD), like other south Orange County water districts, is highly dependent on imported water from the MWDOC. SCWD serves 35,000 residents and 2 million visitors a year. SCWD relies on 90% of its potable water being supplied by the MWDOC. SCWD is to be applauded in its attempt to expand its efforts to decrease its dependence on imported water. Recently, SCWD was granted approval to proceed with an ocean desalination plant of 5 million gallons of water a day. The plant is to be built within the next five years. SCWD is working to maximize recycling efforts to minimize reliance on imported water. Major conservation and water efficiency programs have been implemented locally. Until the desalination plant comes online, and should MWDOC fail to deliver required water, SCWD is highly vulnerable to supply disruption.

Until the desalination plant comes online, and should MWDOC fail to deliver required water, SCWD is highly vulnerable to supply disruption.

Other Orange County Water Suppliers. Water wholesalers in Orange County work with local water retailers to provide water to their residents. The Orange County local retailers include 29 cities and local water districts.

Most of the cities and water agencies have implemented programs to minimize water utilization to become more efficient. They are to be applauded for their efforts.

South Orange County retailers Moulton Niguel Water District, Rancho Santa Margarita Water District, and South Coast Water District are highly dependent on the importation of water, in excess of 90% of total local demand.

Irvine Ranch Water District is included because of the unique characteristics that were identified during the course of this investigation. Specifically, the Grand Jury noted its creativity in securing potential sources of water coupled with the continued development of the Irvine Ranch and water required to serve new residents.

South Orange County retailers are highly dependent on the importation of water for more than 90% of local demand. The Grand Jury's investigatory efforts have included a focus on this dependency.

State of California Managed Supplies

The State of California is responsible for operating the State Water Project, planning and implementation of statewide projects for water supply, State bond financing for projects, and management of federal and State funding programs. These have been insufficient to address the threats to Orange County water supply.

Water management in California is very complex. There are numerous constituents placing a huge demand on water resources: agriculture, urban centers, industry, business, developers, tourism, and residents. This pressure coupled with an antiquated water structure with hundreds of water wholesalers and retailers makes a challenging dynamic.

Environmental pressure exacerbates the challenge. The State's lack of long-term solutions to California's water needs is not new. No new reservoirs have been built since the 1970's when the population was 20 million people. 50 years later, California's population has almost doubled to 39 million. For years, the State has studied proposals to secure additional supplies of water by moving water from the Sacramento delta to Southern California through the California Water Project, with no discernable results. The project is needed to protect the existing water supply and secure additional water but has been bogged down by debate about approach and environmental review.

No new reservoirs have been built since 1970 when the population was approximately 20 million, yet California's population has almost doubled to 39 million.

In 2014, a bond initiative was passed to provide \$7.3 billion in funding for 10 new reservoirs and other water related projects, yet the reservoirs have not been completed. The recent rains that swept California this winter resulted in billions of gallons of water flowing out to sea.⁵ The California Natural Resources Agency maintains a web page that shows the progress of the bond issue.⁶ The web page shows most of the funds have been committed but lacks information regarding what has been accomplished.

In terms of planning, in August 2022, the California Environmental Protection Agency issued a major report entitled "California Water Supply Strategy – Adapting to a Hotter, Drier Future, California Agencies."⁷ But the strategy does not detail schedules or actions or assign resources or funding. In the report, the Newsom administration points out that in order to deliver the pace and scale of projects necessary to meet California's water crisis, the State's regulatory structures must be modernized so that "State agencies can assess, permit, fund and implement projects at the pace this climate emergency warrants." The report does not describe how Newsom's directive is to be understood or executed. Other relevant State reports touching upon State water resources include those on climate change, water supply assessment, and an analysis of recent droughts. While all these reports help identify problems, they provide few and limited actionable recommendations.

The California State Water Control Board is the State's key water agency, yet its focus on water supply is not clear. Other State agencies that have water oversight include: the Department of California Water Resources, the California Water Commission, and the National Resources Agency, and State Conservancies, such as the Sacramento-San Joaquin Delta Conservancy that are involved in water grants and planning. The State environmental and river basin authorities also complicate planning and actions. There seems to be no coordinated focus on water supply.

The Sacramento-San Joaquin levees are very important to the State Water Project. They protect the integrity of the system. For decades, the levees have been identified as needing bolstering, yet this has not been done. If the levees fail or are breached there will be an influx of brackish water from the San Joaquin Delta that will contaminate the fresh water in the Project, making it unusable. The recent rains have focused the need for action, yet nothing is likely to be done anytime soon. As an example, the need to capture and store rainwater in aquifers has been recognized for decades, yet the recent rainfalls show little has been done.

Recently, the State initiated the Delta Conveyance Project (DCP). This is a joint powers authority formed to help ensure water supply reliability for the State Water Project and to adapt to forecasts of future changes in precipitation and seasonal flow patterns due

to climate change. An important part of the DCP is a proposed tunnel under the Delta. The concept for the project originated in the 1970s and subsequent versions included the Trans-Delta System, Peripheral Canal, Bay Delta Conservation Plan, and the California Water Fix (a dual tunnel). The Delta Conveyance Project faces strong opposition from environmentalists. The prospect of the project being completed in a timely manner, if at all, is doubtful.

Governor Newsom himself noted the difficulty of getting water projects going in his statement at an August 2022 news conference: "The time to get these damn projects is ridiculous," Newsom said. "It's absurd. It's reasonably comedic. In so many ways, the world we invented from an environmental perspective is now getting in the way of moving these projects forward."⁸ Projects take decades to accomplish, if they are completed at all. The State cannot be relied upon for consistent water delivery in wet or dry years.

Water management in California can best be summed up as always studied but never resolved. The impacts of this paralysis mean that Orange County cannot currently rely on the State to identify or secure a new source or supplies of water.

Federal Intervention

California may have to reduce its reliance on Colorado river water under a proposal by the U.S. Department of the Interior, unveiled on April 11, 2023, that upends the longstanding system of water rights. The Department proposed two methods for reducing water usage by as much as 25% in 2024. The seven states utilizing the Colorado river have been negotiating with each other since August 2022 to make voluntary cuts. To date no agreement has been reached.

The U.S. Bureau of Reclamation, part of the U.S. Department of the Interior, warned that it would impose large cuts if the states relying on the river did not come up with a plan by January 31, 2023. The states failed to do so. Although California has experienced an unusually wet winter, this has not changed the Colorado River's longstanding challenges amid a much drier climate.

The rationing of water from the Colorado River basin appears inevitable at the time of this report, disrupting the long-tenured stability of Southern California's imported water supply. It reinforces the idea that the time to act for securing a new source of water for Orange County is now.

Water Justice

As the demand for water increases, not only to sustain the status quo but also for development, equal access to water must also be addressed. What regions will be entitled to preserve their way of life and what regions will have to compromise?

The cost of obtaining and distributing water is equally important to water justice. The projects required to ensure a reliable water supply are costly and, if delegated to the ratepayers, may have a significant impact on lower income households. Traditionally,

major water projects have been financed through state and federal governments or through special tax assessments. This is an easier burden on lower income groups than strictly through rate structures. Orange County should develop a funding strategy for water projects that is acceptable to rate-payers and does not overly burden lower income groups.

Orange County should develop a funding strategy for water projects that is acceptable to rate-payers and does not overly burden lower income groups.

Actions to Secure and Strengthen Supply

Numerous initiatives and projects have been planned to improve and strengthen the existing supply systems:

- 1) water banking,
- 2) purchasing water rights,
- 3) recycling water,
- 4) reuse of water for potable purposes,
- 5) aquifer management,
- 6) utilization of other supplies, and
- 7) water efficiency.

However, these projects are years behind schedule and taking an extraordinarily long time to complete. These initiatives are important to point out as efforts, but it must be noted that by themselves, they are not solutions to Orange County's water reliability. The Grand Jury's evaluation of these efforts is included in Appendix A "Local Agency Action to Secure Water Supply."

The efforts to diversify the water portfolio and make the existing supply more resilient are commendable, but a new source is also needed.

Effective Management of Initiatives

Orange County needs an entity to champion and lead the efforts to develop a water source that will enhance the reliability of existing water supplies. Orange County water suppliers have completed and are engaged in several projects to improve the resilience of our water supply, but efforts for the whole County have been limited. A countywide effort to develop a drought-resistant source of water is necessary due to climate change.

Effective countywide management of water resources would alleviate the jurisdictional issues that have hampered the development of recycled water in South County including shared use of the aquifer for all of Orange County. A Climate Resiliency District could serve this purpose.

A Climate Resiliency District is authorized by the Climate Resilience District Act, codified in California Government Code Sections 62300-62312. Section 62301 describes the legislative intent of the Act:

It is the intent of the Legislature in enacting this division to provide the ability for local governments to create districts for the purpose of addressing climate change effects and impacts through activities and actions that include mitigation and adaptation, as necessary and appropriate, to achieve all of the following:

- (a) Providing a sustained and certain level and source of funding at the local level.*
- (b) Allowing activities and actions on an appropriate geographic basis.*
- (c) Facilitating the receipt and use of federal, state, local, and private funds.*

The purpose of the Climate Resiliency District would be to promote a project that addresses drought, including multiuse land repurposing, groundwater replenishment, groundwater storage, or conjunctive use.⁹ It is envisioned that a Climate Resiliency District would be capable of planning and financing water source projects such as desalination that are beyond the means of existing Orange County water agencies.

There were concerns about a Climate Resiliency District expressed by some water district leaders interviewed by the Grand Jury. They stated that a Climate Resiliency District might be another level of bureaucracy that could impede the pursuit and development of their own projects. However, these concerns would carry more weight if planned projects were actually being implemented.

Alternative structural entities could be a joint powers authority (JPA) created for this purpose, either spearheaded by Orange County Water District (OCWD) or Municipal Water District of Orange County (MWDOC), or a collaborative effort between both.

The Joint Exercise of Powers Act, codified in California Government Code Section 6500 et seq., authorizes two or more public agencies, by agreement, to exercise any power common to the agencies to provide more effective or efficient government services or to solve a service delivery problem. A JPA could plan, finance, and implement water source and water supply projects. Similarly, Orange County Transportation Authority (OCTA) was created in 1991 to fund, plan, and implement transit and capital projects. OCTA has been successful in solving some of Orange County's transportation needs. A JPA focused on Orange County's water needs could similarly succeed.

Forming a JPA to comprehensively address all of Orange County's water needs would ultimately require the cooperation of 29 entities including special water districts and cities that supply water. The political effort required for this cooperation would be significant and would require a new approach towards such collaboration.

Either separately or cooperatively, OCWD or MWDOC could take the lead for the planning, financing, and implementing of water source and supply projects to the benefit

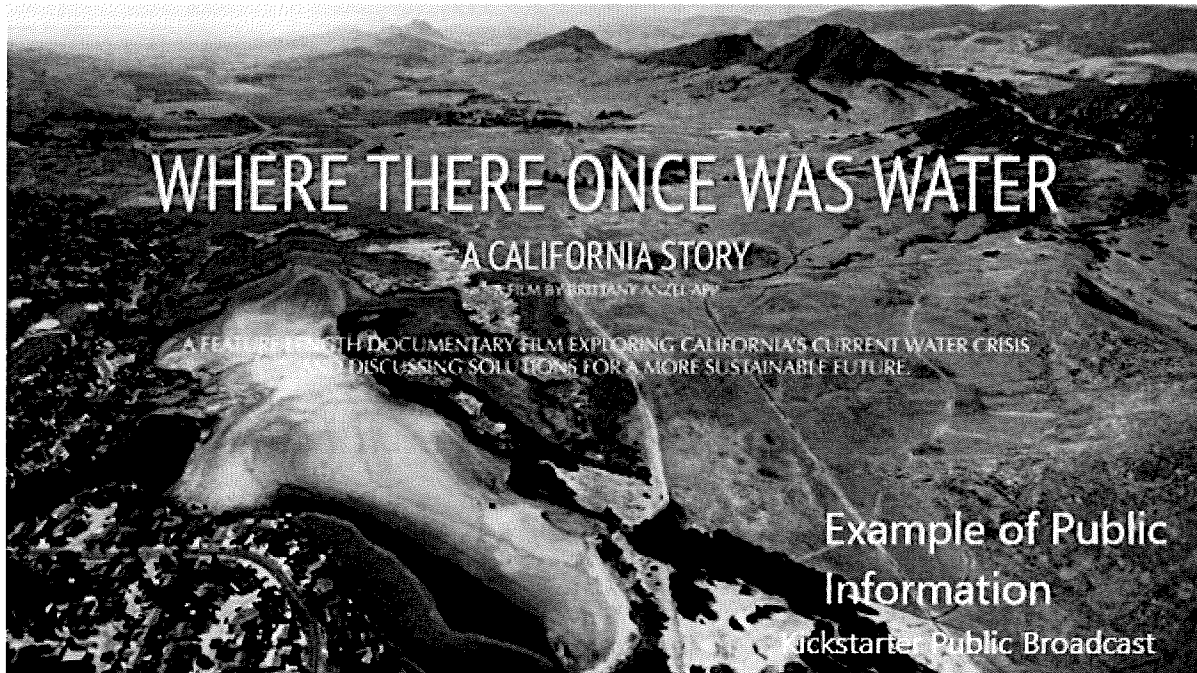
for all of Orange County. Unifying the water districts is also a possibility, as previously reported by the 2021-2022 Grand Jury.¹⁰

Through its member agencies, MWDOC covers all of Orange County except the Cities of Anaheim, Fullerton, and Santa Ana. MWDOC has completed a comprehensive study of Orange County's water reliability needs that could serve as means to achieve a climate resilient water supply.¹¹ The study covers MET system reliability and Orange County projects including desalination projects, watershed projects, and water banking projects. The study clearly identifies that Orange County is facing a water crisis, and forewarns that by the year 2030, eight out of every ten years can be expected to be dry. Based upon this study and MWDOC's countywide charter, MWDOC could accept responsibility to lead Orange County's efforts to plan, finance, and implement water source and supply projects. However, the study would need to be updated, as it is totally devoid of financing and implementation data, and it relies too much on MET efforts that are decades behind where they should be.

Orange County needs a champion to lead the efforts to develop a water source and to enhance the reliability of existing water supplies. OCWD and MWDOC have planned but failed to implement a solution, and a joint powers authority requires a level of political cooperation that may not be possible with 29 separate water agencies. Therefore, the County of Orange should initiate the Climate Resiliency District to plan, finance, and implement water supply projects to meet future conditions and needs.

Orange County needs a champion to lead the efforts to develop a water source and to enhance the reliability of existing water supplies

Public Awareness of the Need for Action



Public awareness of the consequences of current and future climate change is important as a catalyst for adapting to the change. In the past several months, there have been numerous newspaper and magazine articles on water concerns in California and the Western United States. There have also been at least two television documentaries. Many local water agencies have included fact sheets and other information on their web pages and in monthly statements warning of the water “crisis”. These messages have resulted in increased public awareness but more needs to be done. Public education to promote projects to address the crisis is a must.

As a result of increased public awareness, water agencies have noticed a decrease in per-capita water usage. The public is using water more efficiently. However, several Grand Jury interviewees noted that we cannot conserve our way out of the drought. Solving Orange County’s future water shortfall through conservation alone would require drastic changes in water usage and would likely meet strong public resistance. Additional efforts are needed to inform the public of potential lifestyle changes if additional water sources and supplies are not developed.



Some water agencies in Orange County have conducted public campaigns to make the public aware of the need to increase rates. The rate increases are for projects to increase the water supply and source resiliency of the agency. South Coast Water District's outreach to its customers has been most notable and enabled the District to proceed with community support for the Doheny Desalination Project.

The public needs to be galvanized to move forward. The Grand Jury recommends that the County Board of Supervisors lead a countywide campaign to mobilize the public in support of new water sources that will make the supply systems more efficient and resilient.

Effect on Local Economy

If no new sustainable source of potable water is developed there will be an adverse impact on Orange County. While North Orange County has an underground aquifer with a substantial amount of water, South County is almost entirely dependent upon external supplies. Major strides have been made in recycling water for industrial and landscaping purposes, but there is still a shortage of potable water with the only current source of "new" water being the Doheny Desalination plant, which will take years to complete and probably not begin operations until 2028. Capital costs of building a desalination plant are generally beyond the capability of a single water district.

Water supplies collected through precipitation are the most economical but the most unreliable. There are insufficient storage facilities in Orange County for capturing precipitation and there are no aquifers in South County.

The State of California has mandated that municipalities create new housing opportunities, particularly low-income housing. Developers are required to install water saving features such as low-flow toilets and showers, water-saving washing machines and drought-resistant landscaping, all of which increase the cost of building. These features do not offset the effects of the drought, and experts predict an eventual shortage of water would result in a moratorium on development.

Businesses and industries such as retailers, manufacturers, and theme parks rely on clean and dependable water. If they cannot depend on the local suppliers their enterprises are at risk. Homeowners, as ratepayers, are likely to see increases in their water bills due to increased costs of purchased water by the wholesalers and retailers.

Severe drought, causing major reductions in river flow, has an adverse effect on hydroelectric plants resulting in shortages of power to the grid. Developing an alternative source of water (desalination) reduces the reliance on this supply for consumption, thus making more available for power generation.

... experts predict an eventual shortage of water would result in a moratorium on development.

Drinking Water Obtained from the Sea

South Orange County imports 90% of its drinking water, with most of it currently coming from the Colorado River. The allotment of water from the river is at serious risk and will likely be significantly reduced. In recent years, not enough precipitation has fallen to meet Orange County's drinkable water needs, and there is no way to make it rain or snow.

Seawater can be made into fresh potable water in a process called desalination, one of the solutions being considered to resolve this looming crisis. However, the Grand Jury determined that desalination is not being implemented fast enough. Although ocean desalination currently requires an initial capital investment and high operating costs and raises environmental challenges, critics acknowledge it would make a significant contribution to Orange County's water portfolio.¹²

Desalination is being used increasingly around the world to provide people with needed freshwater.¹³ According to the International Desalination Association, more than 300 million people around the globe receive their water from desalination plants.¹⁴

Multiple desalination plants are under consideration in California, with only a few in operation. The Carlsbad Desalination Plant, near San Diego, provides approximately ten percent of the freshwater used in the region, and Santa Barbara is currently

upgrading an older plant. Recently, two new seawater plants have received approval to begin construction: one on the Monterey Peninsula, and the Doheny Plant in Dana Point. Orange County must consider the benefits of a high-capacity facility as a means towards self-sufficiency.

Current challenges to desalination include planning, construction costs, impact on marine life from saltwater intake, high energy demands, operating complexities, difficulty of cycling plants on and off, and disposal of concentrated salt brine.

Desalination challenges are mitigated by creating economies of scale with high volume production and careful planning, selecting suitable locations, and technological improvements. For example, the Carlsbad plant produces 50 million gallons per day or more than 56,000 acre feet (AF) per year. The plant started operation in 2015 and reports that it produces water for ½ cent per gallon, or \$1600 per AF, in large part due to its high volume.¹⁵ For comparison, the MWDOC published rate as of January 1, 2023, is \$1,209 per acre foot.¹⁶ If Orange County were to establish a similar facility, it would offset the need for imported water and allow imported water to be redirected to other Southern California communities relying on importation, such as Inland Empire.

The length of time to plan, obtain permits, and construct a desalination plant can take decades. A proposed plant at Huntington Beach was in planning and permitting for over twenty years and ultimately was not approved. South Coast Water District began the initial steps for the Doheny Plant at Dana Point in 2016 and it is expected to be in operation by 2028.

Unless the State of California initiates methods for expediting the planning and approval processes, it can take at least as long as these two projects for any new ocean desalination plants. The State has shown it can accelerate the approval process as evidenced by the approval of SoFi Stadium¹⁷ in record time by enacting legislation that expedited the permit and environmental requirements without compromise.

It is well known that desalination has an impact on the environment, and we are fortunate to live in a state where protecting the environment is important. Engineers and water experts are researching how to integrate more renewable energy into the next generation of plants. The environmental impacts and costs of desalination should be compared against the full environmental impacts and costs of importing water from 700 miles away, not just wholesale rate costs as is usually done.

Orange County cannot continue to rely on imported water, nor can it ignore the fact that there is an immediate need to take advantage of the ocean as a drought-resistant source of water. According to the Grand Jury's research and interviews, the environmental concerns, surrounding intake and outflow of saltwater, and high electricity demand are being met as evidenced by the Doheny approval, therefore allowing desalination plants to operate. Orange County should embrace desalination as a major part of an overall local plan, not just a last resort.

CONFIDENTIAL

COMMENDATIONS

South Coast Water District is to be commended for its strategic foresight. The District has recently gained approval for the Doheny Ocean Desalination Project for which they initiated feasibility studies in 2008. The plant is now anticipated to be operational in 2028. The Doheny Ocean Desalination Project is a new, reliable, local, and drought-proof water supply. The Doheny Ocean Desalination Project is the first desalination project in the State of California to be fully compliant with the California Ocean Plan.¹⁸

Orange County Water District successfully manages the aquifer under Central and North Orange County for the benefit of multiple water suppliers. It has also built the Groundwater Recovery System (GWRS) to treat wastewater to potable levels for supplementing the aquifer. Recently, it expanded and commissioned the GWRS. The Orange County Grand Jury commends OCWD for its work.

The water suppliers for Orange County have undertaken numerous initiatives to increase the resiliency of their water supplies. The Orange County Grand Jury commends these suppliers for their efforts and encourages them to continue pursuing expanded opportunities.

The Orange County public has significantly reduced the per-capita water usage through conservation efforts. This is important to maximizing the water supply. The Orange County Grand Jury commends the public for these efforts.

The Orange County Grand Jury commends the leadership of MWDOC and OCWD for their continued negotiations regarding merger.

The Orange County Grand Jury commends the Southern California news media for their continued efforts in reporting on the critical nature of our water supply.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2022-2023 Grand Jury requires (or, as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled “**Historic Rain, Yet Drought Remains**,” the 2022-2023 Orange County Grand Jury has arrived at the 12 principal findings, as follows:

- F1 Future water supplies are impacted by climate change and current supplies will not meet future demands.
- F2 Climatologists predict future extended periods of low moisture with occasional wet years.
- F3 Climate change is inevitable and is exacerbated by human behavior.

- F4 South Orange County relies primarily on the importation of water.
- F5 Local water suppliers recognize that enhanced stormwater capture and storage, wastewater recycling, and infrastructure improvements will not be sufficient to address the long-term forecast of drought and its effects on supply.
- F6 There is significant water infrastructure planning, but inadequate implementation.
- F7 The review and approval process for major water capital projects is cumbersome and overly restrictive.
- F8 Failing to find solutions to water shortages will have a significant impact on the Orange County economy.
- F9 Continued development in Orange County creates additional water supply needs.
- F10 Conservation and efficient use of water is essential.
- F11 Increased outreach and public education are necessary.
- F12 Desalination has proven to be technologically and environmentally feasible and is slowly being embraced as a drought-resistant source of water.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2022-2023 Grand Jury requires (or as noted, requests) responses from each agency affected by recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled **"Historic Rain, Yet Drought Remains,"** makes the following four recommendations:

- R1 The County of Orange Board of Supervisors should take a leadership role by the end of calendar year 2023 to explore the establishment of a "Climate Resiliency District" or Joint Powers Authority to fund and expedite implementation of a drought-resistant source of water. F1, F2, F3, F4, F5, F6, F7, F8, F9, F12
- R2 Orange County water agencies should expedite the planning, development, and construction of desalination plants over the next five years to insure a sustainable and reliable drought-resistant source of water. F1, F2, F3, F4, F5, F6, F7, F8, F9, F11, F12
- R3 The County of Orange and all Orange County cities should formulate an emergency development moratorium plan in anticipation of the Colorado River water supply being constrained. The emergency moratorium plan should be developed by the end of calendar year 2023. F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12

- R4 Orange County water agencies should update their public communication strategies, by calendar year end 2023, to inform the public of lifestyle changes if additional water sources are not developed. F10, F11, F12

REQUIRED RESPONSES

Findings – 90 Day Response Required

County of Orange Board of Supervisors	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Municipal Water District of Orange County	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Orange County Water District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Irvine Ranch Water District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Moulton Niguel Water District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Santa Margarita Water District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
South Coast Water District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12

Recommendations – 90 Day Response Required

County of Orange Board of Supervisors	R1, R3
Municipal Water District of Orange County	R2, R4
Orange County Water District	R2, R4
Irvine Ranch Water District	R2, R4
Moulton Niguel Water District	R2, R4
Santa Margarita Water District	R2, R4

Recommendations – 90 Day Response Required

South Coast Water District R2, R4

REQUESTED RESPONSES

Findings – 90 Day Response Requested

East Orange County Water District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
El Toro Water District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of Anaheim	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of Santa Ana	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of Fullerton	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Emerald Bay Service District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Golden State Water Company	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Laguna Beach County Water District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Mesa Water District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Serrano Water District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Trabuco Canyon Water District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Yorba Linda Water District	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of San Juan Capistrano	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of San Clemente	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of Tustin	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of Fountain Valley	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12

Findings – 90 Day Response Requested

City of Westminster	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of La Habra	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of Brea	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of Buena Park	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of La Palma	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of Seal Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of Huntington Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of Garden Grove	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
City of Newport Beach	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Santa Ana Water Shed Project Authority	F1, F2, F3, F5, F6, F7, F8, F9, F10, F11, F12
Metropolitan Water District of Southern California	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12

Recommendations – 90 Day Response Requested

East Orange County Water District	R2, R3, R4
El Toro Water District	R2, R3, R4
City of Anaheim	R2, R3, R4
City of Santa Ana	R2, R3, R4
City of Fullerton	R2, R3, R4

Recommendations – 90 Day Response Requested

Emerald Bay Service District	R2, R3, R4
Golden State Water Company	R2, R4
Laguna Beach County Water District	R2, R3, R4
Mesa Water District	R2, R3, R4
Serrano Water District	R2, R3, R4
Trabuco Canyon Water District	R2, R3, R4
Yorba Linda Water District	R2, R3, R4
City of San Juan Capistrano	R2, R3, R4
City of San Clemente	R2, R3, R4
City of Tustin	R2, R3, R4
City of Fountain Valley	R2, R3, R4
City of Westminster	R2, R3, R4
City of La Habra	R2, R3, R4
City of Brea	R2, R3, R4
City of Buena Park	R2, R3, R4
City of La Palma	R2, R3, R4
City of Seal Beach	R2, R3, R4
City of Huntington Beach	R2, R3, R4
City of Garden Grove	R2, R3, R4
City of Newport Beach	R2, R3, R4
Santa Ana Water Shed Project Authority	R2, R3

Recommendations – 90 Day Response Requested

Metropolitan Water District of R2, R3, R4
Southern California

GLOSSARY

Acre-feet

The unit of volume typically used to describe the quantity of water stored in large reservoirs and aquifers and delivered through large conveyance systems for irrigation use and for treating for public use. An acre-foot is one surface acre that is one foot deep and is equal to 325,851 gallons.

Aquifer

An underground layer or body of permeable rock, sediment, or soil that can store and yields water. Orange County has a large aquifer underlying North and Central County.

California State Water Project (CSWP)

A multi-purpose water storage and delivery system that extends more than 705 miles and includes a collection of canals, pipelines, and reservoirs to deliver water to 27 million Californians, 750,000 acres of farmland, and businesses throughout the state.

Conjunctive Use

Using surface water in wet years and storing as groundwater for use in dry years. Surface water is injected directly into aquifers and wells to be used as needed as part of groundwater banking or is stocked in ponds or basins and then allowed to percolate naturally into aquifers.

Desalination

The process of removing salt from brackish water or seawater. For the purposes of this report, desalination is used primarily in terms of sea or ocean water.

Direct Potable Water Reuse

The process by which recycled wastewater is treated to a high degree suitable for potable use and placed directly into potable distribution systems. California has recently created regulations for direct potable water reuse.

Drought

A prolonged period of low or no rainfall that causes water scarcity and affects ecosystems, agriculture, and human health.

Gray Water

Wastewater from bathtubs, shower drains, sinks, washing machines and dishwashers; however, some plumbing codes exclude water from sink and dishwasher as being classified as gray water.

Ground Water Recovery System (GWRS)

Operated by Orange County Water District, the system takes highly treated wastewater that would have previously been discharged into the Pacific Ocean and purifies it to potable standards.

Potable Water Reuse Indirect

Treatment of water such as recycled wastewater, to a high degree suitable for potable purposes and uses an environmental buffer, such as a lake, river, or a groundwater aquifer, before the water is treated again and utilized as potable water. This process is used by Orange County Water District at GWRS to treat water and replenish the aquifer under North and Central Orange County.

Recycled Water

Water reuse (also commonly known as water recycling or water reclamation) reclaims water from a variety of sources then treats and reuses it for beneficial purposes such as agriculture and irrigation, potable water supplies, groundwater replenishment, industrial processes, and environmental restoration. For the purposes of this report, recycled water comes primarily from highly treated wastewater.

Reverse Osmosis

A process of producing pure water by forcing it through a semipermeable membrane that only allows water to pass. It is the primary method for large scale desalination and is also used as one of the final treatment steps for producing potable water from wastewater.

Sustainability

The long-term viability of a community or practice.

Urban Runoff

As commonly referred to in Orange County, surface runoff during dry weather of landscape irrigation, and car washing created by urbanization. It can also refer to the stormwater runoff over impervious surfaces (roads, parking lots and sidewalks). The concern with urban runoff is possible contamination of surface and groundwater.

Water Banking

The practice of forgoing water deliveries during certain periods, and “banking” either the right to use the water in the future or saving it for someone else to use in exchange for a fee or delivery in kind. Typically, in Southern California, it is stored in aquifers.

Water Source

As used in this report, a water source is defined as the ocean or precipitation.

Water Suppliers

As used in this report, water suppliers include water districts and cities that provide water to the public.

Water Supply

As used in this report, water supply includes water derived from a water source and that is stored, conveyed, and utilized by the public.

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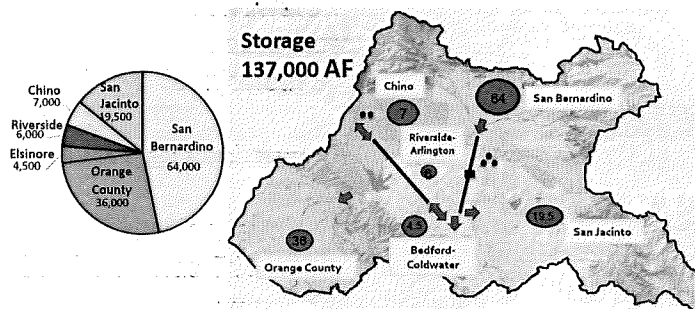
APPENDIX A: ACTIONS BY LOCAL AGENCIES TO SECURE SUPPLY

Water Banking:

Water banking may help with droughts but is only a part of the solution and it has yet to prove itself.

Water banking is being pursued Metropolitan Water District and various water suppliers. Simply put, water banking is a voluntary, market-based tool that could facilitate water transactions between willing sellers and buyers. Water right owners, who are willing to free up some of their water in a particularly dry year or years, would temporarily lease it to those who simply cannot afford to be without water. Water banking also takes water during periods when it is available and stores it. Banking water during wet years provides water districts with a cushion of protection during droughts. It also conserves any unused water, rather than letting it run out to the sea or be lost to evaporation. The storage is usually done in aquifers and generally not within the individual agencies area. The water banking agreements can be complex and depend upon broad cooperation among various agencies for delivery and storage.

SARCCUP Water Bank Storage

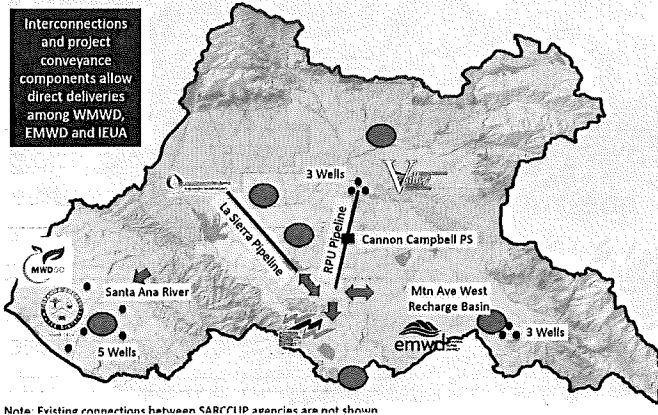


Conjunctive use is a catchphrase for coordinated use of surface water and groundwater. The state considers water banking a “conjunctive use” and encourages such uses.¹⁹

On a statewide level, California has 517 groundwater basins.

Stanford’s Water in the West institute estimates that the capacity of underground water storage in California is at least 20 times greater than that of the state’s reservoirs and lakes. However, the means to store surplus water and return it in dry years is lacking. The Sustainable Groundwater Management Act of 2014 has created the opportunity to expand recharge basins and banking particularly in agricultural areas but to date, action is lagging.

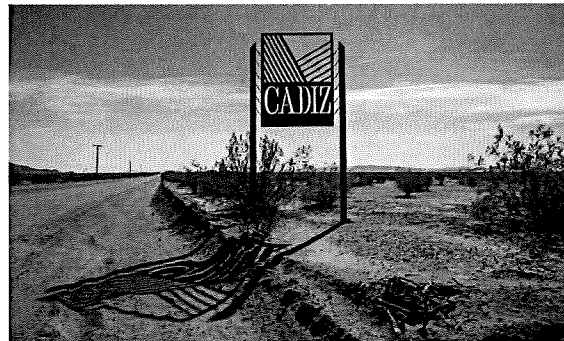
SARCCUP Facilities



The largest water banking project underway that affects Orange County is the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP). It is a regional program that involves several agencies in Orange County, Riverside County, and San Bernardino County. While a logical program to undertake, there are technical and distribution issues that must be worked out and these items may

take several years.

A more controversial banking program is the Cadiz project. The Cadiz Water Project is a water supply project to manage the groundwater basin underlying a portion of the Cadiz and Fenner Valleys in California's Mojave Desert. At least one water agency in Orange County has considered this program as a potential source of water to meet their needs. The program has been promoted since 1997 and has yet to move forward. There are several environmental concerns with the program and concerns about transferring water between basins, particularly one under a desert. The Cadiz project currently is not viable supply of water.



There are criticisms of water banking and its effect on local communities. A Georgetown Environmental Law Review article in March 2022 stated, "While advocates of water banking believe its market-based approach will efficiently allow a reduction of use of water, especially during droughts, opponents may cite some examples of how letting the market take over may be detrimental to local communities." Such concerns are valid and need to be considered prior to relying on water banking as the only solution to ensure water supply during times of drought.

Purchase of water rights

Temporary transfers of water from one water user to another have been used increasingly as a way of meeting statewide water demands, particularly in drought years. This has been done through the purchase of water rights. There are numerous articles concerning the possible negative effects of this practice, including the effects on less wealthy communities and agricultural. Due to these concerns, this practice should be limited. Farms in western Arizona are growing alfalfa – one of the most water-

intensive crops – in an area where there's a shortage of water. Some farms are foreign-owned and are shipping the crop to Saudi Arabia, where it's illegal to grow because it takes too much water.²⁰

Water sources cannot be bought or sold but the water taken from a lake, river, stream, or creek, or from underground supplies for a beneficial use, requires you have a water right.²¹ The right to use that water can be conveyed on a temporary basis. Temporary transfers of water from one water user to another have been used increasingly as a way of meeting water demands, particularly in drought years.

During interviews, the Grand Jury found the purchase of water rights to be widespread. Agencies stated the cost of acquiring water rights is significantly less than developing new sources. The practice includes asking agricultural users to allow their land to lay fallow.

There are numerous articles about making the agriculture industry more efficient. These effects, if they occur, will take time and be costly. Taking water from a major industry to satisfy urban demands is inherently wrong and will not solve the problem of extended drought.

Recycling Water

Recycled water offers Orange County a way to reduce water requirements but is limited by the amount of wastewater that can be recycled which in turn is dependent upon available water supply. It is an important piece of Orange County water resiliency but not a solution itself.

Recycled water is wastewater that has been treated to a level acceptable for landscaping and certain other industrial uses. The regulations regarding the use and stand for treatment of recycled water are referred to as Title 22.²² Orange County has been a leader in recycling of water through Orange County Water District and Irvine Ranch Water District.²³ Irvine Ranch Water District reports that 25% of the water it supplies is recycled. Recycled water replaces the need for using potable water.

Currently, various water districts are expanding their recycling systems by constructing additional reservoirs and distribution systems. The cities and water districts in Orange County have also been active in sponsoring legislation that supports recycling of water.

South Orange County Wastewater Authority (SOCWA) treats and distributes for reuse roughly six billion gallons of water every year.²⁴ However, not all SOCWA treatment plants are recycling as much as feasible, most notably the JB Latham Treatment Plant does not recycle any treated wastewater. During the interviews, different agencies noted there are jurisdictional friction that is being worked on to increase recycling and potentially water reuse in South Orange County. The Grand Jury strongly encourages cooperation or mergers that would increase recycling in South Orange County.

In summary, water recycling is an important part of Orange County's water supply and needs to be utilized to the maximum extent. However, it will not resolve water resiliency issues by itself and it relies on existing sources of water.

Reuse of Water for Potable Purposes

Reusing wastewater for potable purposes is an important part of North Orange County's water portfolio. Orange County Water District produces 130 million gallons of indirect reuse water per day. However, the amount reused water is dependent upon the diminishing supplies within Orange County.

Water reuse is used to enhance water security, sustainability, and resilience. The process of using treated wastewater for drinking water is called potable water reuse. Potable water reuse provides another option for expanding a region's water supply portfolio.

There are two types of potable water reuse:

- Indirect potable reuse: Uses an environmental buffer, such as a lake, river, or a groundwater aquifer, before the water is treated at a drinking water treatment plant.
- Direct potable reuse: Involves the treatment and distribution of water without an environmental buffer.²⁵

Orange County Water District has been providing indirect potable reuse. In the mid-1990s, OCWD began the planning and construction that created the Groundwater Replenishment System to produce indirect potable water. The process built upon an earlier process to produce water to prevent groundwater intrusion. The process took over ten years to implement and the system is working well. However, it should be noted as being limited because it relies upon a declining supply and it is a lengthy process.

Interviewees have noted that OCWD is considering direct potable reuse. The State of California is currently enacting regulations to enable direct potable reuse. One of the advantages of direct potable reuse is the elimination of the loss due to evaporation at the percolation ponds and the efficiency of direct use.

In summary, water reuse is a vital part of the portfolio of water for Orange County to insure water resiliency. Water reuse should also be expanded to the practical extent possible. The time to complete such projects is lengthy and needs to be started immediately. However, reuse is only part of the water needed by Orange County and the source problem needs to be addressed.

Aquifer Management

Managing the aquifer underneath North Orange County created a highly resilient source of water, but it is challenged by the climate change. The main and supplemental supplies of water are diminishing with less precipitation. The use of the aquifer for wet

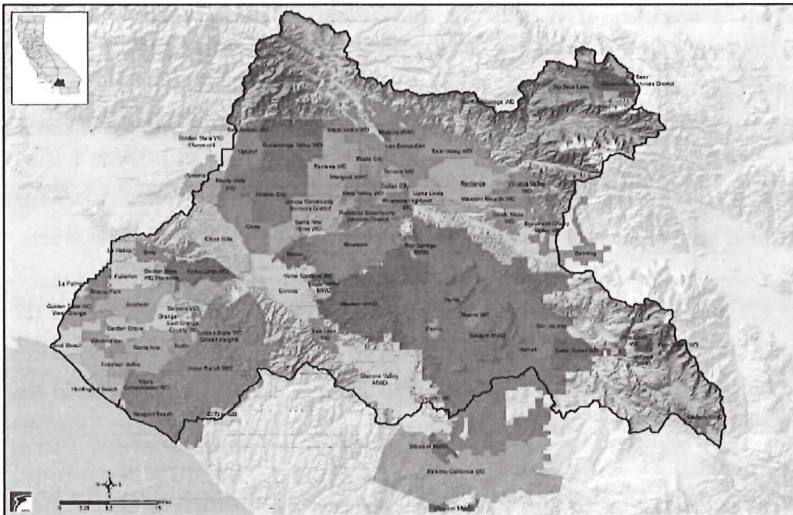
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weather storage has not met its potential due to challenges in trapping rainwater and runoff. The aquifer has not been made a regular source of water for all of Orange County which could ease South Orange County's supply problems.

The aquifer supplies approximately 72% of the water for North and Central Orange County. The aquifer is primarily supplied by runoff in the Santa Ana River and supplemented with water from the OCWD's Groundwater replenishment project and water purchased through MWDOC and MET.

OCWD has done well managing the aquifer for North and Central Orange County with existing flows. It has also taken steps to increase the supply of water by working with the Corps of Engineers to better manage the flow of water in the Prado Reservoir, expanding the groundwater replenishment system, and participating in the Santa Ana River Conservation and Conjunctive Use Program.²⁶ All of these steps reinforce the ability of the basin to supply water but do not in themselves assure an increased supply of water.

South Orange County can only receive water during times of emergencies but does not have regular access to the water. Interviewees noted there was a lack of ability to move water to South Orange County. Because South Orange County is almost 100% dependent upon water imported from MET, this is highly problematic during drought.

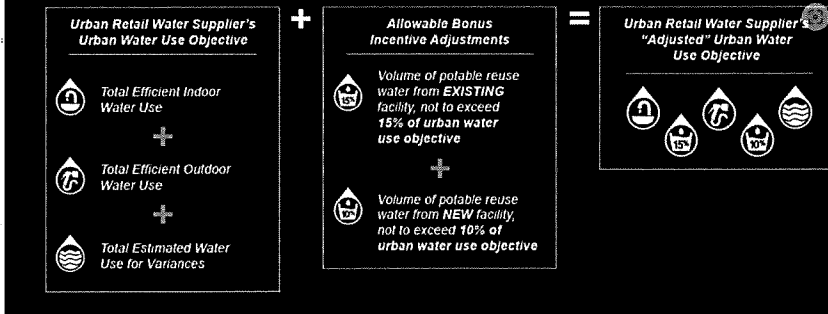


The Santa Ana River water basin covers San Bernardino and Riverside Counties as well as Orange County. The Santa Ana Watershed Project Authority (SAWPA) works to maintain the water quality in the Santa Ana River and is actively working on drought responses. According to its web site, "SAWPA's work in the Santa Ana River

Figure 4.3-1. Water Retail Service Areas in the Santa Ana River Watershed

Watershed advances projects and programs that build water resiliency and promote collaborative, innovative responses to water planning, all of which help address drought conditions."²⁷ SAWPA also prepared a watershed management plan.²⁸

Urban Water Use Objective Formula (Simplified)



Weather modification and promoting water efficiency are the primary drought responses of SAWP. Through weather modification (cloud seeding) it hopes to achieve 5% more precipitation in specific types of storms.

The water efficiency approach is to help implement water use efficiency programs and conservation-based rate structures.²⁹ We were provided with no specifics regarding what percentage can be saved, but through interviews the Grand Jury learned that the savings are between 15% to 30%.

None of the initiatives by SAWPA are likely to have an impact on water supplies during prolonged California drought. Interviewees consistently stated that we cannot conserve our way out of a drought.

Adding to the concern about the Santa Ana River ground water supply basin is the Inland Empire's future demands on the water. Development is rapidly taking place and surface water sources and water agencies are recycling water to greater degrees rather than discharging treated wastewater to the Santa Ana River.³⁰ The Inland Empire communities are largely dependent upon Metropolitan Water District supplies which are subject to drought.

Orange County Water District only has rights to withdrawing an adjudicated amount of 34,000-acre feet of water from the Santa Ana River. This is approximately half of the 70,000-acre feet typically used to manage the aquifer levels. OCWD typically purchases 30% of the water added to the aquifer from MWDOC. The water MWDOC supplies comes from Metropolitan Water District (MET). During late 2022, MET reduced the water from Northern California Sources to 5% of previous amounts. The water MET receives from the Colorado River is endangered as discussed elsewhere.

In summary, the Central and North Orange County aquifer has limits on its ability to supply water to Orange County. These include dependencies on water from Metropolitan Water District, which has had problems supplying water, and a potentially dwindling supply of water from the Santa Ana River. The aquifer is not a supply of water for South Orange County. The aquifer limitations reinforce the need for Orange County to provide for a more drought-resistant supply of water.

Utilization of other supplies

Besides the North/Central Orange County aquifer and those obtained from Metropolitan Water District, there are other insignificant supplies of water. These include surface water captured in Irvine Lake and the San Juan Creek Groundwater Basin in South Orange County. Neither of these are significant supplies of water.

Water Efficiency to Increase Supply

Orange County Water Districts have found they can reduce the immediate need for increasing water supplies by more efficient use of water. This certainly stretches the water supplies, but it is limited in its ability. Future water needs will require more than just efficient water use.

During the recent drought from 2011 to late 2022, Orange County Water Suppliers reduced the per-capita water use significantly by more efficient water use and conservation. This has allowed development to continue to occur even as the water supply was reduced.

Irvine Ranch Water District (IRWD) customers reduced their water use from 89 gallons per capita in 2007 to 67 gallons per capita in 2021.³¹ The area served by IRWD is a newer area where much of the landscaping is irrigated by recycled water and is drought tolerant. The IRWD also has extensive use of water saving plumbing in homes. Older areas of Orange County have also reduced per-capita water use. North and Central Orange County reduced water use from 330 acre-feet in water year 1999-2000 to 230 acre-feet in water year 2022-2023³² while the population grew slightly.³³

Water efficiency savings have been achieved by adopting water saving devices, changes in landscape practices, greater recycling of water, tiered water rates (higher users, higher rates) and the public's participation. Water suppliers have worked with users to identify the need for greater efficiency by promoting these changes. The State of California also mandated a 20 percent reduction in urban per-capita water use by 2020 in the Water Conservation Act of 2009.

The change to efficient use of water will need to become the future standard as water supplies diminish and as housing development increases. However, it is not reasonable to expect greater efficiency to make up for the reduction in supply caused by climate change. Several of the interviewees and many of the reference documents the Grand Jury reviewed stated Orange County cannot conserve its way out of a drought.

Besides the significant reduction in per-capita water use, greater savings may be made by more drastic changes in lifestyle. None of the information supplied by water suppliers and reviewed by the Grand Jury addressed these changes. As an example of lifestyle changes, areas such as Phoenix and Las Vegas have either adopted or are in the process of adopting drastic restrictions on landscape water use as a long-term

climate mitigation. Among these restrictions is a moratorium on development by restricting new water connections.³⁴

Continue efficient water use is needed for the future. Orange County has made significant changes in per-capita water use by being efficient, but any additional savings will only come through changes to lifestyle. This needs to be made clear to residents if additional efficiency is to be achieved, but even additional efficiency will not mitigate the effects of climate on Orange County's current water supply. Ocean desalination is recommended as the ultimate answer to an untapped source of water and can secure Orange County's future.

APPENDIX B: graphics of interest

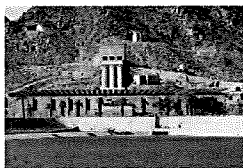
Metropolitan Water District of Southern California, Municipal Water District Orange County and Orange County Water District Information Sheets

COLORADO RIVER AQUEDUCT (CRA)



242 MILES LONG

The Colorado River is an essential water supply for Orange County.



The CRA transports water 242 miles west from Lake Havasu on the California/Arizona border to Lake Mathews in Riverside County.



Owned and operated by MWD, the CRA began delivering water to southern California in 1941 and was the largest public works project in southern California during the Great Depression.

Five pumping plants push water through the aqueduct and up over 1,617 feet of mountainous terrain.

DIAMOND VALLEY LAKE (DVL)

6 MONTHS OF EMERGENCY SUPPLY

Located in Riverside County, near Hemet, DVL is Southern California's largest drinking water reservoir. DVL nearly doubles Southern California's surface storage and provides six months of emergency water supplies for the region, protecting it against water shortages caused by drought and earthquakes.

DVL measures 4.5 miles long and over 2 miles wide, with a maximum depth of 285 feet. The lake holds up to 264 billion gallons of water and is home to one of 16 hydroelectric plants along the MWD distribution system.



STATE WATER PROJECT (SWP)

700+ MILES LONG

The State Water Project (SWP) is a water storage and delivery system that facilitates the transfer of water from the lakes and rivers of Northern California to residential communities, agricultural districts, and businesses in the San Francisco Bay area, Central Valley, and Southern California.

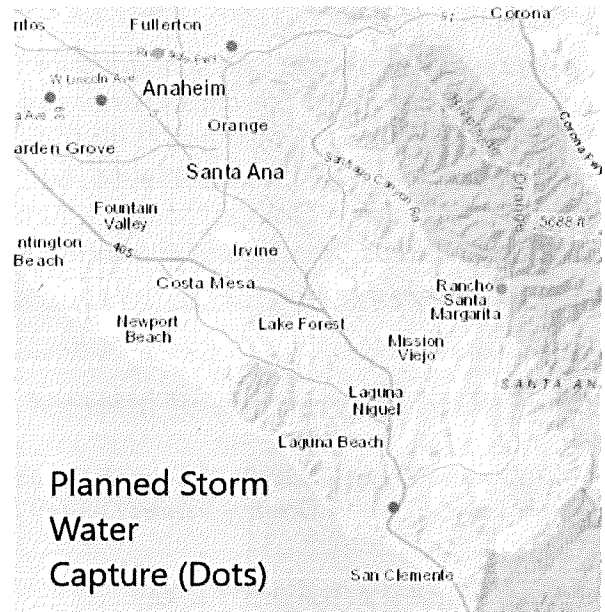
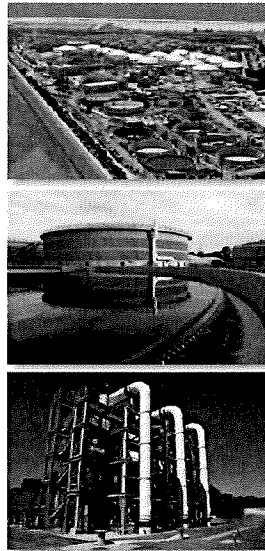
The SWP is the largest state built water delivery and power generation system in the nation, consisting of more than 30 lakes and reservoirs, over 20 water pumping plants, 5 hydroelectric power plants, several dams, and over 700 hundred miles of canals and pipelines.



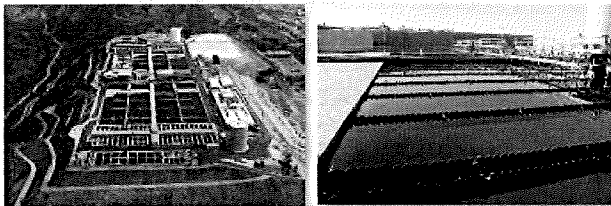
WATER RECLAMATION

Wastewater has become an important source of water for California. Wastewater is processed at a water reclamation facility to remove solids and impurities, increasing the quality of water. The water, now clean, can be used for a variety of applications.

Reclaimed water is used for irrigation, toilet flushing, industrial purposes, and groundwater replenishment.



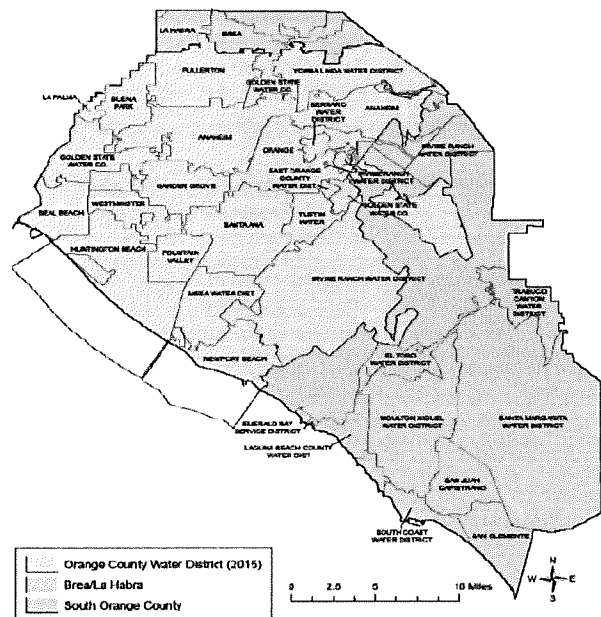
DIEMER WATER TREATMENT PLANT

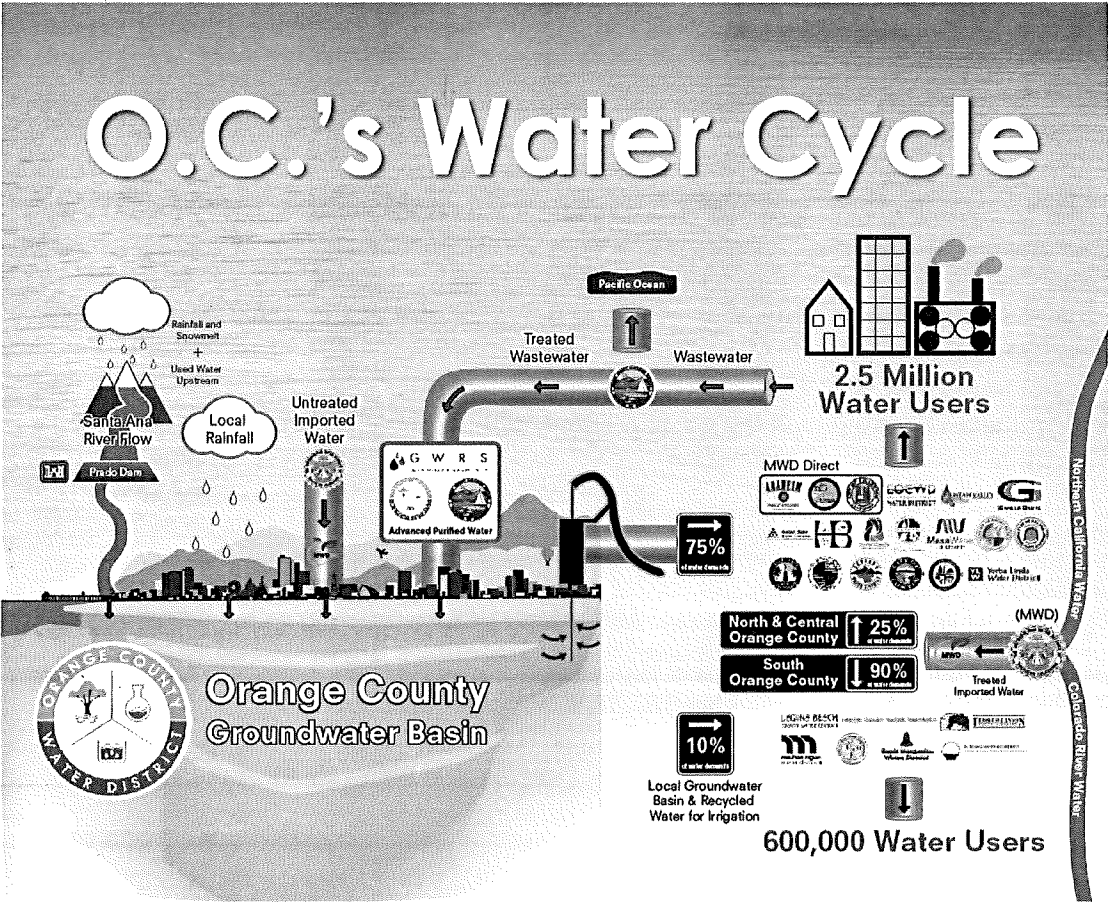


The Robert B. Diemer Treatment Plant (Diemer) is located in Yorba Linda. The plant's hilltop location is well suited for gravity-flow distribution of water to homes and businesses throughout Los Angeles and Orange counties. Most water brought to Diemer for treatment comes from the Colorado River via the 242-mile long Colorado River Aqueduct. To a lesser degree, the plant also receives water from Northern California through the State Water Project.

Diemer delivers up to **520 MILLION GALLONS** of clean drinking water a day to Orange and Los Angeles counties.

Three Study Regions in Orange County Based on Mix of Local and Imported Water Sources





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Stuart Snell, World-first major desalination field study finds minimal marine impact, UNSW Sydney, September 20, 2018

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Teri Sforza, Editorial You're not saving enough water, Southern California, Orange County Register, July 11, 2022

Teri Sforza, One OC water agency fights for its life in face of consolidation desires, Orange County Register, February 10, 2023

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Tom Coleman, Editorial Water Conservation is not enough, Orange County Register, January 1, 2023

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White, Robyn, Biden Says Climate Change Could Dry Up Colorado River. Is It Possible? Newsweek, March 15, 2023

NOTICE

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

ENDNOTES

¹ The Groundwater Replenishment System - Providing Water for The Future. 2003-2004; Water Budgets, Not Water Rationing 2007-2008; "Paper Water" — Does Orange County Have A Reliable Future? 2008-2009; Orange County Water Sustainability: Who Cares? 2012-2013; Sustainable and Reliable Orange County Water Supply: Another Endangered Species? 2013-2014; Increasing Water Recycling: A Win-Win for Orange County 2014-2015

² Metropolitan Water District Web Site See Metropolitan Water District Web Site MWD | Homepage (mwdh2o.com)

³ See Metropolitan Water District Web Site <https://www.mwdh2o.com>

⁴ California Department of Water Resources State Water Project Web Page State Water Project (ca.gov)

⁵ Washington Examiner Article "\$2.7 billion bond fund to build water reservoirs sits idle in California" dated August 16, 2021

⁶ Natural Resources Bond Accountability Web Page Proposition One (ca.gov)

⁷ California Environmental Protection Agency — Indicators of Climate Change in California — 4th Addition, California's Water Supply Strategy — Adapting to A Hotter, Drier Future — Introduction — August 2022.

-
- ⁸ Newsom calls for funding for water – Bay Area News Group Article dated August 11, 2022
- ⁹ California Government Code (Beginning with Section 62300) to Title 6 of the Government Code
- ¹⁰ Water in Orange County Needs “One Voice” Orange County Grand Jury Report 2021-2022
- ¹¹ 018 OC Study Report Final Report_02-01-2019 td with apendices.pdf (mwdoc.com)
- ¹² See Treehugger Sustainability for All article dated April 15, 2021
- ¹³ United States Geological Survey Web Page on Desalination | U.S. Geological Survey (usgs.gov)
- ¹⁴ International Desalination Association web page IDA | The Global Desalination and Water Reuse Community (idadesal.org)
- ¹⁵ Claude Lewis. Carlsbad Desalination Plant, “Homepage.” <https://www.carlsbaddesal.com>
- ¹⁶ Municipal Water District of Orange County webpage Water Rates and Charges | MWDOC
- ¹⁷ SoFi Stadium is a sports and entertainment destination built in Inglewood, California
- ¹⁸ Ocean Plan Requirements for Seawater Desalination Facilities by the California Water Boards – State Water Resources Control Board
- ¹⁹ Conjunctive Use - Water Education Foundation
- ²⁰ Ben Tracy, Saudi company draws unlimited Arizona ground water amid drought, CBS News
- ²¹ California State Water Control Boards Web Site – Water Rights Page
- ²² Water Recycling and Title 22 - Water Education Foundation
- ²³ 50 Years of Recycled Water (irwd.com)
- ²⁴ Recycled Water | SOCWA
- ²⁵ Potable Water Reuse and Drinking Water | US EPA
- ²⁶ Drought - Orange County Water District (ocwd.com)
- ²⁷ Drought Response - SAWPA - Santa Ana Watershed Project Authority
- ²⁸ Wic07Aone-one-watershed-plan-update.pdf (OCWD.com)
- ²⁹ Water Conservation Portal - California Statutes | California State Water Resources Control Board
- ³⁰ Recycled Water Service - Eastern Municipal Water District (emwd.org)
- ³¹ See Irvine Range Water District web site IRWDIs
- ³² See Water Advisory Committee of Orange County Water Supply Report Dated March 3, 2023
- ³³ USA Facts Orange County, CA population by year, race, & more | USAFacts
- ³⁴ Water shortages threaten development throughout the West – AZMirrow Article dated June 10, 20

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California Penal Code Sections §933 and §933.05

(Note: To reduce grand jury requests for additional response information, the grand Jury has **bolded** those words in §933.05 which should be appropriately included in a response.)

933. (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.
- (b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.
- (c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.
- (d) As used in this section "agency" includes a department.

- 933.05. (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent **agrees** with the finding.
 - (2) The respondent **disagrees wholly** or **partially** with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation **has been implemented**, with a summary regarding the implemented action.
 - (2) The recommendation **has not yet been implemented, but will be implemented** in the future, with a **timeframe** for implementation.
 - (3) The recommendation **requires further analysis**, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation **will not be implemented** because it is not warranted or is not reasonable, with an explanation therefor.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, **Page 61** of 277 department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

August 22, 2023

The Honorable Maria Hernandez
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

Steve Jones
Mayor

George S. Brietigam
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Cindy Ngoc Tran
Council Member - District 3

Joe DoVinh
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

RE: Response to the 2022-23 Orange County Grand Jury Report re Historic Rain, Yet Drought Remains

Dear Judge Hernandez,

In accordance with Penal Code 933.05(a) and (b), the City of Garden Grove submits the following response to the report, findings, and recommendations of the 2022-23 Orange County Grand Jury Report entitled, "Historic Rain, Yet Drought Remains".

FINDINGS

F1. Future water supplies are impacted by climate change and current supplies will not meet future demands.

Response: The City of Garden Grove disagrees with the above finding. The City of Garden Grove is actively committed to water resource planning through partnerships with the Municipal Water District of Orange County and the Orange County Water District. The City of Garden Grove's water portfolio is comprised of approximately 70-80% groundwater supplies and 20-30% imported water. Therefore, this places the City of Garden Grove in a better position for water supply reliability for facing climate change with its lessened dependence on import supplies from the Colorado River and Northern California Water Project. At this point in time, the Orange County Water District has a well-managed supply of groundwater to meet future demands.

F2. Climatologists predict future extended periods of low moisture with occasional wet years.

Response: The City of Garden Grove agrees with the above finding. The City of Garden Grove relies on climate predictions from the Orange County Water District and Municipal Water District of Orange County.

F3. Climate change is inevitable and is exacerbated by human behavior.

Response: The City of Garden Grove partially agrees with the above finding. The City of Garden Grove agrees climate change is a long-term shift in global or regional climate patterns.

The City of Garden Grove does not have expertise to comment on the impact of human behavior on the climate.

F4. South Orange County relies primarily on the importation of water.

Response: The City of Garden Grove agrees with the above finding.

F5. Local water suppliers recognize that enhanced stormwater capture and storage, wastewater recycling, and infrastructure improvements will not be sufficient to address the long-term forecast of drought and its effects on supply.

Response: The City of Garden Grove does not agree with the above finding. At this point in time, the City of Garden Grove's existing water portfolio is sufficient for addressing the long-term forecast of drought and its effects on supply.

F6. There is significant water infrastructure planning, but inadequate implementation.

Response: The City of Garden Grove does not agree with the above finding. The Municipal Water District of Orange County and the Orange County Water District has implemented numerous projects to improve on long-term water supply reliability.

F7. The review and approval process for major water capital projects is cumbersome and overly restrictive.

Response: The City of Garden Grove agrees with the above finding.

F8. Failing to find solutions to water shortages will have significant impact on the Orange County economy.

Response: The City of Garden Grove agrees with the above finding.

F9. Continued development in Orange County creates additional water supply needs.

Response: The City of Garden Grove does not agree with the above finding. Since 1997, total water demands within the City of Garden Grove have declined by 36% while the population has increased by over 18,400 people.

F10. Conservation and efficient use of water is essential.

Response: The City of Garden Grove agrees with the above finding.

F11. Increased outreach and public education are necessary.

Response: The City of Garden Grove agrees with the above finding.

F12. Desalination has proven to be technologically and environmentally feasible and is slowly being embraced as a drought-resistant source of water.

Honorable Maria Hernandez
August 22, 2023
Page 3

Response: The City of Garden Grove partially agrees with the above finding. The City of Garden Grove agrees that desalination is a drought-resistant source of water. The City of Garden Grove does not have expertise to comment on the technological and environmental feasibility of desalination.

RECOMMENDATIONS

R2. Orange County water agencies should expedite the planning, development, and construction of desalination plants over the next five years to insure a sustainable and reliable drought-resistant source of water. (F1, F2, F3, F4, F5, F6, F7, F8, F9, F11, F12)

Response: The City of Garden Grove does not agree with the above finding. The City of Garden Grove's existing water portfolio are sufficient sources for addressing the long-term forecast of drought and its effects on supply.

R3. The County of Orange and all Orange County cities should formulate an emergency development moratorium plan for anticipation of the Colorado River water supply being constrained. The emergency moratorium plan should be developed by the end of the calendar year 2023. (F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12)

Response: The City of Garden Grove partially supports this recommendation with the intent to develop an emergency moratorium plan for anticipation of the Colorado River water supply being constrained. The County of Orange does not have the technical knowledge and expertise to develop an emergency moratorium plan for water supply reliability. The Municipal Water District of Orange County and Orange County Water District are better suited to serve as the lead planners on behalf of all the Orange County cities to develop this type of plan.

R4. Orange County water agencies should update their public communication strategies, by calendar year end 2023, to inform the public of lifestyle changes if additional water sources are not developed. (F10, F11, F12)

Response: The recommendation is being implemented. The State has adopted Water Use Objective regulations to Make Conservation a California Way of Life, which has prompted cities to develop public outreach plans to inform the public of lifestyle changes.

Respectfully Submitted,

Steven R. Jones
Mayor of Garden Grove

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Consideration and approval to submit a response to the Grand Jury Report, School Shooting: <i>"How Prepared are Orange County Public Schools"? (Action Item)</i>		
		Date:	8/22/2023

OBJECTIVE

The purpose of this report is for the City Council to consider and approve the attached response to the 2022-2023 Grand Jury Report, *School Shooting: How Prepared are Orange County Public Schools?* and authorize submittal to the Orange County Grand Jury.

BACKGROUND

On June 9, 2023 the Orange County Grand Jury released its 2022-2023 Grand Jury Report, *School Shooting: How Prepared are Orange County Public Schools?* The need for the report was due to school shootings being dominate in the news and cause of concern among students, faculty, staff and parents. The Orange County Grand Jury used their previous report from 2017-2018 titled "Safer Schools-What Can We Do?" as a segue for the current 2022-2023 report on school safety.

The 2017-2018 report covered additional funding, lack of school perimeter fencing, two way radio communication with staff, single point check in systems and security checks at each school site. The Grand Jury study was undertaken to determine whether schools in Orange County were being adequately equipped with more modern equipment to secure their locations.

In compliance with Penal Code 933.05 (a) and (b), the City is required to provide a response to each of the findings and recommendations directed to the City Council by September 18, 2023. Specifically, the City is to respond to two of the report findings (F1 and F8) and four recommendations (R1, R3, R4, and R12).

DISCUSSION

Schools within Orange County must be prepared and vigilant to do all that can be done to prevent another tragedy from happening.

School safety is a responsibility that we all share. It is impossible to predict and prevent all

violence on campus but schools are expected to provide a reasonable safe environment for both the students and staff. However, having a good open working relationship with school administrators alleviates a vast majority of the threat from within the school district itself. No one can predict when an outside entity will strike.

Based on its investigation entitled "School Shooting: How Prepared are Orange County Public Schools?" the 2022-2023 Orange County Grand Jury arrived at twelve principal findings that included items such as written MOU's between school districts and police, modernization of school sites, annual intruder drills, SRO's committed to schools, surveillance system upgrades and active shooter drills.

The Grand Jury report also outlined thirteen recommendations.

The Grand Jury recommended that:

1. Each Orange County School District should arrange for local law enforcement to do an annual safety inspection of each school. The written safety checklist should include an audit of the integrity of site boundaries and a review of safety plans and policies. This annual safety audit should commence with the 2023-24 school year by October 1, 2023, and annually thereafter.
2. All Orange County School Districts should establish a threat identification and assessment system for all school sites to monitor social media, screen messages of concern, and manage information received in coordination with local law enforcement using MOU's.
3. Each Orange County School District, in conjunction with law enforcement, should develop and implement tabletop exercises to be conducted in district schools by December 31, 2023 and annually thereafter.
4. Each Orange County School District should work with local law enforcement to plan and conduct a district-wide active shooter drill by July 1, 2023 and at least every other year thereafter.
5. All Orange County School Districts should develop a casualty care training program for each school in their district, to be in place by the end of the first semester of the 2023-2024 school year and provided annually thereafter.
6. Safety and security plans for on campus before and after school programs need to be addressed more thoroughly by school districts, by July 1, 2024.
7. Each Orange County School District should obtain and incorporate perimeter camera systems in all district schools by July 1, 2024, or earlier if financially able to do so, and investigate the potential use of cameras that incorporate AI to enhance threat detection and prevention.
8. All Orange County School Districts should review entry procedures on all campuses with an eye toward the use of perimeter fencing, the single point entry, and the use of a buzzer and camera system for entry into the main/administrative offices.
9. Each Orange County School Districts should identify and implement a parent and visitor management system for each school site within the school district. This is to include identified access points, badges, or a similar identification procedure to be implemented by July 1, 2024.
10. Each Orange County School District should implement training for all staff to identify threat-related behaviors and provide a procedure for reporting the behavior by beginning of the 2024-2025 school year.
11. All Orange County School Districts should develop a plan to implement or enhance mental health counseling for all schools by December 31, 2024.
12. Each Orange County School Districts should assess the need for SRO's or additional SRO's,

reaching out to facilitate funding by July 1, 2024.

13. All Orange County School Districts should investigate and consider bullet resistant or tinted film for school windows by December 31, 2023.

The Police Department's response states that the department agrees with the thirteen findings and has completed all of the requested recommendations.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached response and authorize submittal to the Orange County Grand Jury.

By: Jon Wainwright, Sergeant

Attachment 1: Response to Grand Jury Report

Attachment 2: Grand Jury Report

ATTACHMENTS:

Description	Upload Date	Type	File Name
OC Grand Jury Report	8/15/2023	Backup Material	Orange_County_Grand_Jury_060923.pdf
Response to OC Grand Jury	8/15/2023	Backup Material	Response_to_OC_Grand_Jury_Report_on_School_Shootins.docx



ORANGE COUNTY GRAND JURY

700 CIVIC CENTER DRIVE WEST • SANTA ANA, CALIFORNIA 92701 • 714/834-3320
www.ocgrandjury.org • FAX 714/834-5555

June 9, 2023

Steve Jones, Mayor
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

CONFIDENTIAL

Dear Mayor Jones:

Enclosed is a copy of the 2022-2023 Orange County Grand Jury report, **School Shooting: How Prepared are Orange County Public Schools?** Pursuant to *Penal Code* 933.05(f), a copy of the report is being provided to you at least two working days prior to its public release. Please note that under that subsection, "No officer, agency, department, or governing body of a public agency shall disclose any contents of the report *prior to the public release of the final report.*" (Emphasis added.) It is **required** that you provide a response to each of the findings and recommendations of this report directed to your office in compliance with *Penal Code* 933.05(a) and (b), copy is enclosed.

Please distribute this report to your governing body.

For each Grand Jury recommendation accepted and not implemented, provide a schedule for future implementation. In addition, by the end of March of each subsequent year, please report on the progress being made on each recommendation accepted but not completed. These annual reports should continue until all recommendations are implemented.

Please mail the response to the recommendations to Maria Hernandez, Presiding Judge of the Superior Court, 700 Civic Center Drive West, Santa Ana, CA 92701, with a separate copy mailed to the Orange County Grand Jury, 700 Civic Center Drive West, Santa Ana, CA 92701, no later than **90 days** after the public release date, June **14, 2023**, in compliance with *Penal Code* 933, copy enclosed. The due date then is **September 18, 2023**.

Should additional time for responding to this report be necessary for further analysis, *Penal Code* 933.05(b)(3) permits an extension of time up to six months from the public release date. Such extensions should be advised in writing, with the information required in *Penal Code* 933.05(b)(3), to the Presiding Judge of the Superior Court, with a separate copy of the request to the Grand Jury.

We tentatively plan to issue the public release on **June 14, 2023**. Upon public release, the report will be available on the Grand Jury website at www.ocgrandjury.org.

Very truly yours,

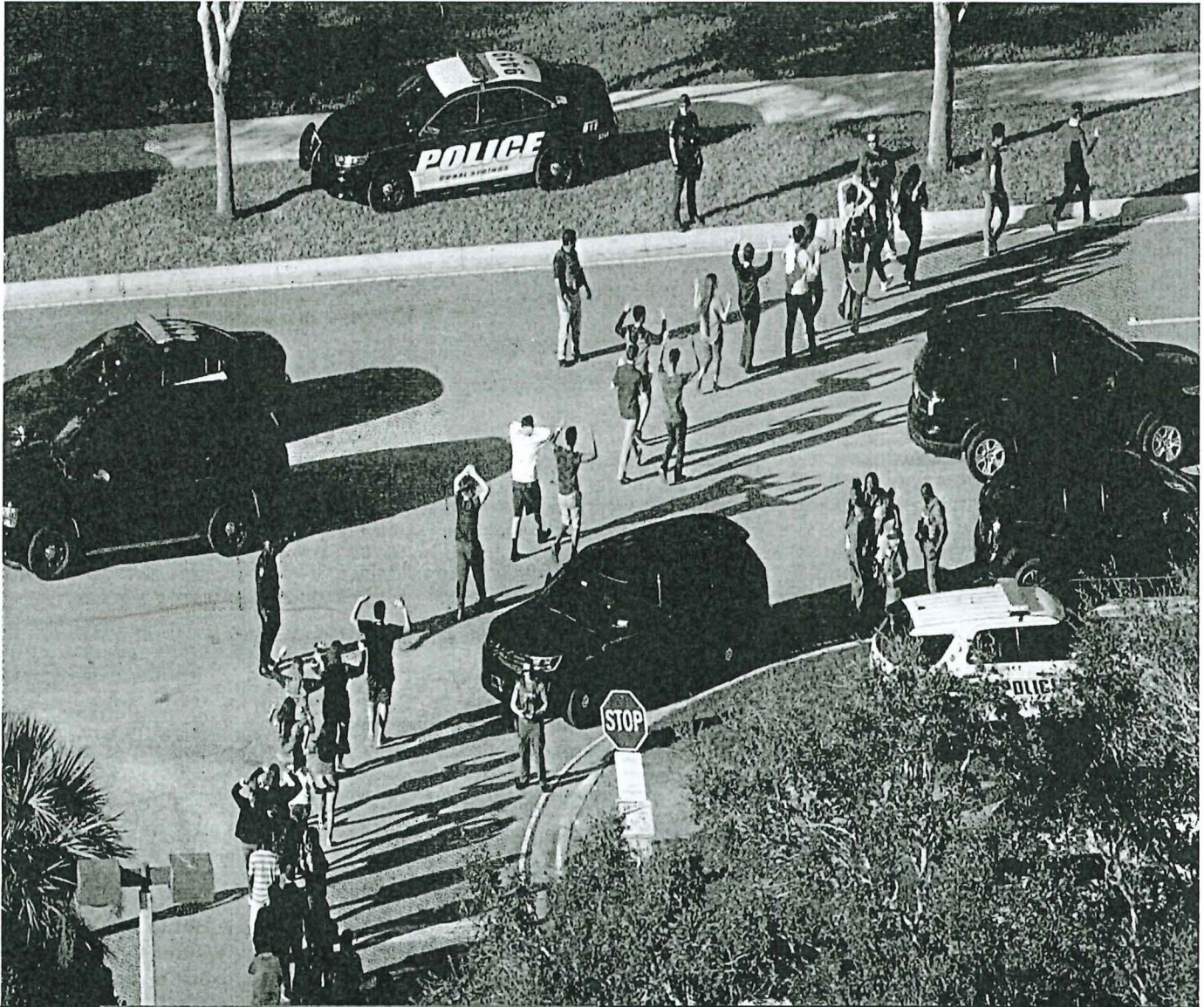

John V. Siragusa, Foreperson
2022-2023 ORANGE COUNTY GRAND JURY

JVS:jm

Enclosures: Grand Jury Report
Penal Code 933, 933.05

Cc: Lisa Kim, City Manager

CONFIDENTIAL



SCHOOL SHOOTINGS:

HOW PREPARED ARE ORANGE COUNTY PUBLIC SCHOOLS?



COUNTY OF ORANGE

Grand Jury 2022-2023

CONFIDENTIAL

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SUMMARY

The Center for Homeland Defense and Security, in coordination with the Federal Emergency Management Agency, maintains a K-12 school shooting data base. Some of their statistical findings are:

- There have been 2,069 school shooting incidents between 1970 and June 2022
- As a result of those shootings, 684 students and staff have died
- In the same time period, 1,937 students and staff were injured
- California, Texas, and Florida are the states with the most school shooting incidents.

The 2022-23 Grand Jury, during its investigation, interviewed members of law enforcement agencies on the subject of safety and security in our public schools. Almost everyone interviewed advised the Grand Jury that it is not a matter of IF an Orange County campus will be a victim of an active shooter incident, but WHEN one of our campuses will be a victim.

“You can’t wait to care until it happens to you”

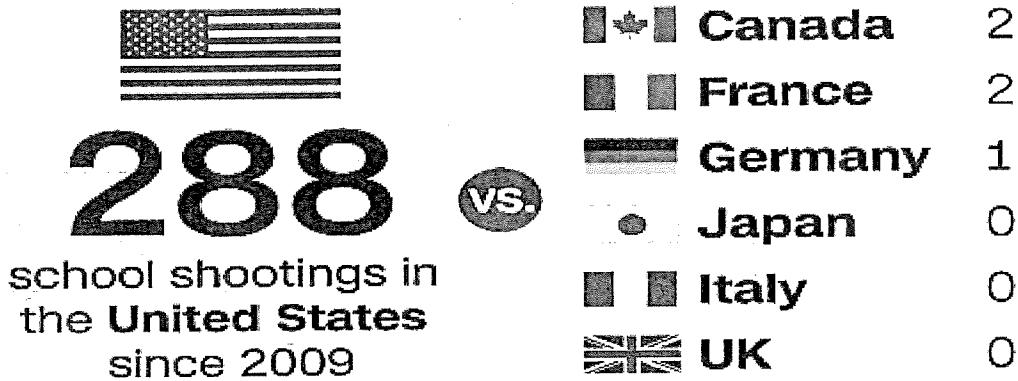
*Mia Tretta-Los Angeles Times, 11/24/22
(Survivor of the 2019 Saugus High shooting)*

Orange County schools must be prepared and vigilant to do all that can be done to prevent another Nashville, Uvalde, Saugus, Parkland, Newtown, or Littleton school shooting from taking place here.

Based on its investigation, the Grand Jury believes that Orange County public school districts are doing a good job in attempting to maintain safe and secure campuses for their students. However, there is always room for improvement.

This investigative report makes recommendations for improvement in the following areas:

- Building and equipment infrastructure
- Training and training materials available for all personnel responsible for student safety and welfare
- Implementation of tabletop exercises throughout all Orange County school districts
- The need for more School Resource Officers (SROs)
- Increased coordination of responsibility between school staff and law enforcement
- Increase awareness and address mental health issues
- Increase fiscal commitments to implement identified school safety measures.



Based on CNN analysis of news reports

BACKGROUND

2017-18 ORANGE COUNTY GRAND JURY "SAFER SCHOOLS – WHAT CAN WE DO?" REPORT AND REPORT RESPONSE FOLLOW-UP

The 2017-18 Orange County Grand Jury issued a report titled **Safer Schools – What Can We Do?** Because school shootings continue to dominate the news and cause concern among students, faculty, staff, and parents, the 2022-23 Orange County Grand Jury decided to follow up on the 2017-18 Report responses as a part of its own investigation of school safety. The 2017-18 Report provides an important segue into the 2022-23 investigation of school safety.

Below is the *Summary*, *The Reason for the Study*, and a summary of the recommendations from the 2017-18 Grand Jury Report:

SUMMARY

"Breaking News --- Another school shooting has just occurred!

These words strike terror in the hearts of all parents as they pray that it has not occurred in their community. The frequency of violent events on school campuses across the nation is alarming. What are Orange County public school districts doing to minimize the threat of violence on campuses? Although Orange County public school districts are focused on minimizing the possibility of campus violence, there exists a considerable disparity between schools' readiness in some districts compared to others. Whether it is fencing, visitor protocols, communication devices, or the use of identification badges, the main differentiating factor is each district's access to funding sources for security measures. Schools in districts that have not passed school bond measures or have been unable to obtain grants have increasingly had to turn to local communities, including parents, for material support. Schools struggle to find both time and money to address competing priorities of improving academic achievement while preparing for the very real threat of school violence.

REASON FOR THE STUDY

School safety is a responsibility we all share. It is difficult, if not impossible, to prevent all violent events on campus, but schools are expected to provide a reasonably safe environment for both students and employees. School administrators have a critical responsibility to prepare for such events in order to protect the students and staff within the Orange County school system.

No one has all the answers, but through conversations and working together, solutions continue to evolve and improve. The primary purposes of this [2017-18] study are:

- To assess how well Orange County public schools are controlling access to campuses during school hours.*
- To provide school districts, boards, principals, and parents with information to improve preparation for violent school events.*
- To stimulate county-wide discussion identifying underutilized resources and to share problem-solving strategies.*
- To develop recommendations which can help school districts ensure schools implement their safe school programs."*

RECOMMENDATIONS

The 2017-18 Grand Jury recommended that school districts should:

- explore all possible funding sources
- re-evaluate the lack of secure fencing on all school campuses
- maintain a complete daily log of every visitor and volunteer entering and exiting the campus
- require photo identification of all campus visitors and volunteers before a visitor's badge is issued
- require all faculty and staff to wear visible photo ID badges while on campus
- issue ID cards in a format to be worn as student ID badges while on campus
- issue two-way radios or equivalent communication devices enabling instant two-way communication with the office
- record, track, and report to the district office all campus incidents of unauthorized access
- perform a school security assessment to evaluate their current school safety plan.

2022-23 ORANGE COUNTY GRAND JURY FOLLOW UP

The 2022-2023 Grand Jury decided to follow up on School District Responses to the 2017-18 Grand Jury's recommendations as part of its own investigation into school safety. In their 2017-18 responses, 26 of the 28 public school Superintendents committed their District to further analysis and/or future action in response to Grand Jury Recommendations. The collective number of commitments made by the 26 districts was 88. In a September 2022 letter from the Orange County Grand Jury, the 26 Superintendents were reminded of their commitments and asked if their respective

districts had followed through on those commitments. The responses from the districts were gratifying. Multiple commitments had been fulfilled in response to each of the nine Recommendations included in the 2017-18 Grand Jury Report. Twenty districts that had committed to further analysis, and/or future action, reported having fulfilled all 69 of their commitments. Four districts reported having fulfilled 8 of their 13 commitments, with each district having fulfilled at least 50% of its commitments. Two districts, which had made three commitments each, responded stating that none of their commitments had been fulfilled.

Except for the two districts that failed to fulfill any of their six commitments, the 2022-2023 Grand Jury believes that students, faculty, staff, parents, District Boards of Education, and communities can be pleased with what their districts have accomplished in their efforts to improve School Safety in response to the Grand Jury 2017-18 Report.

While it is indisputable that much has been achieved during the past five years to make Orange County public schools safer, there is still much to be done. This new report includes recommendations that, if implemented, will make the schools even safer. While it is true that no school will ever be totally safe from intruders, it is the responsibility of school boards, school administrators, and law enforcement to make them as safe as possible.

REASON FOR STUDY

According to the Centers for Disease Control and Prevention (CDC) and the Kaiser Family Foundation (KFF) firearms are now the leading cause of death among children ages one through eighteen.

The Center for Homeland Defense and Security (CHDS) in conjunction with the Federal Emergency Management Agency (FEMA), maintains a K-12 school shooting data base as part of their Homeland Security program. Some of the important statistical findings are as follows:

- There were 2,069 school shooting incidents between 1970 and June 2022
- For the above time frame, 684 students and staff died in shootings at schools
 - 1,937 were injured
- California, Texas, and Florida were the states with the most incidents.

The Washington Post stated more than 338,000 students across the nation have experienced gun violence in their schools since 1999.

The 2022-2023 Grand Jury, based on its investigation, believes that Orange County public school districts are doing a good job in attempting to maintain a safe and secure campus for their students and school personnel/staff.

During almost every interview of the members of law enforcement, the Grand Jury learned that it is not a matter of *IF* an Orange County campus will be a victim of an active shooter but *WHEN* it will be a victim.

Therefore, the reason for this study by the 2022-2023 Grand Jury is to use all the information it learned through its method of study and provide recommendations to all the Orange County public schools on how they can make their schools safer for all their students, teachers, and staff while maintaining a quality campus learning environment.

Recommendations for improvement will be made in the following areas:

- Building and equipment infrastructure
- Training and training materials available for all personnel responsible for student safety and welfare
- Implementation of tabletop exercises throughout all Orange County school districts
- The need for more School Resource Officers (SROs)
- Increased coordination of responsibility between school staff and law enforcement
- Increased awareness of and address mental health issues
- Increased fiscal commitments to implement identified school safety measures.

METHOD OF STUDY

The Grand Jury accumulated the information for this report from the following sources:

- 2022-2023 Grand Jury School Safety Questionnaire for all public schools (41 questions) (See Appendix E)
- 2022-2023 follow-up on commitments made by Orange County school districts in response to the 2017-2018 Grand Jury report titled "Safer Schools-What Can We Do?" and the Recommendations contained in that published investigation
- Local/national news stories over several years and past Grand Jury reports in Orange County and other California counties
- Training videos of school violence prevention and casualty care
- School safety materials and procedures
- Public school district websites
- Comprehensive School Safety Plans of Orange County public schools
- Active shooter drills at several schools
- Tabletop exercises at several schools
- A Knowledge Saves Lives training session at a local public school
- The Orange County Intelligence Assessment Center (OCIAC)
- Safety measures in place at several schools.

The Grand Jury interviewed:

- Principals from a number of Orange County elementary, middle, and high schools

- Representatives of Orange County school districts and other personnel responsible for school safety and risk management
- Orange County Sheriff's Department (OCSD) personnel including those responsible for public school safety
- Selected local city law enforcement personnel responsible for public school safety

INVESTIGATION & ANALYSIS

School Shootings Background

On May 24, 2022, television networks across the United States broadcast the horrific news that once again a mass shooting was taking place on an American school campus. The country watched in horror as a young man spent over seventy minutes brutally gunning down defenseless elementary school students after gaining entry to their school, Robb Elementary in Uvalde, Texas. When law enforcement eventually breached the door into a classroom, they shot and killed the assailant, but only after he had taken the lives of nineteen children and three adults. In addition, eighteen others were hospitalized with gun-shot wounds.

The sad reality is that this type of terrible incident is all too common in our nation. Teachers, school staff, and students have become very familiar with terms like "lockdown drills", "shelter-in-place", "Run, Hide, Fight", "Distance, Evade, Engage", and more. The many mass shootings have forced scores of individuals who entered the teaching profession to engage in soul-searching about their personal safety as well as that of their students. Many educators are faced with deciding whether to remain in the profession. How did we get to this sad situation?

*"More than 338,000 students have experienced gun violence at school since Columbine through 366 school shootings since 1999."
(Washington Post 4/17/23)*

History shows us that Uvalde was not the first mass shooting in a school, and law enforcement officials tell us that it will not be the last. According to the 2022 *"Report on Indicators of School Crime and Safety 2021"* published by the Institutes of Educational Sciences in coordination with the U.S. Department of Education, U.S. Department of Justice, and others, "nonfatal victimization including theft, bullying and criminal victimization went down sixty percent between 2019-2020". In contrast the report showed that "there were a total of 93 school shootings with casualties at public (and private) elementary and secondary schools in 2020-21—the highest number since 2000-01."

According to the School-Associated Violent Death Surveillance System (SAVD-SS), "school shootings are defined as incidents in which a gun is brandished or fired on

school property or a bullet hits school property for any reason, regardless of the number of victims, time of day, day of the week or reason." The SAVD-SS study showed that the year 2020-21 was the first time since this information was gathered that less than half of schools that had shootings were high schools. This is essential information that all school districts and their schools should consider when developing safety plans.

In 2018, California Governor Jerry Brown signed into law Assembly Bill 1747, "School Safety Plans", which added Section 32281(a) to the California Education Code (EC), requiring every K-12 public school to develop and maintain a Comprehensive School Safety Plan (CSSP). The California Department of Education (CDE) stated that these plans are to "address campus risks, prepare for emergencies, and create a safe, secure learning environment for students and school personnel." If a school district has fewer than 2,501 average daily attendance, then the district may create one CSSP for all the schools in that district. The law does require that stakeholders be engaged in the creation of the CSSP along with school personnel. Each school must update and adopt its CSSP annually by March 1st. That plan must then be submitted to the school district for approval. Each district is required to annually notify the CDE by October 15 of any school(s) that have not complied with the requirements of the law.

While it is truly fortunate that Orange County schools have not experienced this type of violence, numerous law enforcement and school officials say it is not a matter of "if" but "when". Our schools must be prepared and vigilant to do all that can be done to prevent another Covenant School (Nashville), Robb Elementary (Uvalde), Saugus High (Saugus), Stoneman-Douglas High (Parkland), Sandy Hook (Newtown), or Columbine (Littleton) from taking place here.

(See Appendix 'A' for a listing of school shootings in the United States since 1999; see Appendix 'B' for CDE's Comprehensive School Safety Plan requirements.)

"School is the last place where kids should have to worry about gun violence. Our children deserve better." (Everytown Report, 8/22)

School Resource Officers (SROs)

"It was after school hours in May 2022 when South Carolina school resource officer (SRO) Kyle Doiron of the Richland County Sheriff's Department got a message from a student at the high school where he works. The student forwarded an Instagram photo in which another student posed with a firearm." The next day, the SRO called the boy in the photo out into the hallway. Inside the student's backpack, "...he found a 9 mm Taurus handgun, with a loaded magazine and a cartridge in the chamber... At that point, Doiron arrested the student and placed him in handcuffs... Since the officer is on the high school campus every day, he has developed a relationship with students such

that they are comfortable talking to him.” After this incident, Officer Doiron said, “If our school didn’t have an SRO program, there could have been another shooting and we could have lost another child to gun violence.” (NASRO website, March 23, 2023) While this incident took place on the other side of the country, it illustrates the importance and value of having SROs on school campuses.

What exactly is an SRO? The U.S. Department of Justice defines a School Resource Officer as a “sworn law enforcement officer responsible for safety and crime prevention in schools.” Employed by a local police or sheriff’s department, they work closely with school administrators for the purpose of creating a safer environment for students, faculty, and staff. SROs are asked to be educators, informal counselors, and law enforcers, often called “The Triad of SRO Responsibility”. As they are sworn officers, they have the authority to make arrests, respond to calls for service, and document incidents. In the other two roles they work with students as mentors and role models. It is estimated by the National Association of School Resource Officers (NASRO), that there are between 14,000 and 20,000 SROs currently working for law enforcement agencies across the nation.

“School Resource Officers play an important role in school violence prevention”

(U.S. Secret Service report, Averting Targeted School Violence, 2021)

SROs are funded by the law enforcement agency itself or by cities/school districts where they are assigned. They should be trained in school-based law enforcement as well as crisis response. Education Week reported in a November 16, 2021, article that: *“In practice, it’s not clear how many school police actually have had this training or similar types as States set different requirements for what training SROs need to have before working in schools, and some SROs report feeling unprepared for the job... In a 2018 Education Week Research Survey of SROs, about 1 in 5 respondents said they didn’t have sufficient training to work in a school environment, only 39 percent said they had training on child trauma, and about half said they hadn’t been trained to work with special education students.”* Training is available through local agencies as well as the NASRO. An officer appointed to an SRO position should be given the appropriate training to be effective. All Orange County Sheriff’s Department SROs interviewed by the Grand Jury indicated that they had received the required training.

Figures from the Education Week Research Survey show that in 2017-18, about 45% of schools had an SRO in place at least once a week and 13% reported having police on campus who were not SROs. There has been a large increase in the number of law enforcement agencies that employ SROs because of the increase in school shootings after Columbine in 1999. This mass shooting incident was the impetus for the U.S. Department of Justice to offer Community Oriented Policing Services (COPS) grants to school districts to increase the number of SROs. Available grants can help off-set the costs of securing the services of SROs. In 2021, out of a \$386 million budget, \$156.5

million was authorized for the COPS Hiring Program (CHP) along with another \$11 million for Preparing for Active Shooter Situations (PASS) and \$53 million for the School Violence Prevention Program (SVPP). The CHP program provides 75% of the approved entry-level salaries and fringe benefits of each hired officer, up to \$125,000 per officer position for 36 months of salary support. In addition, groups such as the National Association of School Resource Officers (NASRO) offer attractive grants for the express purpose of hiring SROs.

“...in nearly one-third of the cases, an SRO played a role in disrupting an attack plot.”

(U.S. Secret Service report 2021)

However, funding remains a huge obstacle for cities, school districts, and law enforcement agencies. For example, following the 2018 mass shooting at Stoneman-Douglas High School in Florida, the governor at the time ordered an armed security officer be placed on the campus of all 4,200 public schools in the state at a huge cost.

The Grand Jury found that Orange County is fortunate that the Sheriff's Department (OCSD) and most city police departments (PDs) interviewed have a number of Deputies or officers who serve as SROs. Many who were interviewed shared that they take the position very seriously especially because their own children are in Orange County public schools. However, funding is a major factor in the number each agency is able to put into service. While the men and women who serve as SROs are highly dedicated, many current SROs in the county are assigned far too many schools to effectively fulfill their responsibilities. Most SROs in the county are assigned to high school campuses and must also cover a number of middle/elementary schools that feed into the high school.

The agency with the most SROs is the OCSD with 17 serving over 125 schools, located primarily in south Orange County. The Anaheim PD currently has two SROs to cover approximately 62 public schools with an Anaheim address. Fullerton PD has four SROs in four Fullerton Union High School District schools, yet approximately 20 elementary/middle schools in the Fullerton (Elementary) School District do not have an SRO, relying on patrol officers to be their contact with the police department. The City of Orange PD has one SRO for approximately 28 schools, while a small city and district such as Los Alamitos has one SRO for four schools. Santa Ana is the only school district that has its own police department. They field 28 sworn officers plus 42 site safety officers for 61 schools.

These figures, while not covering all police departments and cities, illustrate that law enforcement agencies around the county have put varying resources into their SRO programs. However, current SRO resources are far from an optimum number of personnel for the 635 public schools in Orange County. Most law enforcement members interviewed by the Grand Jury clearly indicated that not every school needs an SRO on

campus, with most of the need being found on high school and middle school campuses. However, the question remains as to why there are not more law enforcement personnel assigned to this important role.

Two prominent factors are impacting the number of SROs. First is the reality that most law-enforcement agencies are short-staffed and have increasing difficulty hiring qualified individuals which results in many officers being assigned to patrol duties to cover a city's needs. Second is the ever-present issue of funding. SRO positions, as mentioned earlier, are usually jointly funded by a law enforcement agency, a city, and/or a school district. The range for law enforcement salaries in Orange County is from \$50,000 to \$124,000 plus benefits.

Orange County school districts, city police departments, the sheriff's department, and city governments are strongly encouraged to work together to provide SROs on as many school campuses as financially feasible. Effectively utilized, SROs become informal counselors, role models, and mentors to students, many of whom might otherwise see police in a negative light. If students see an SRO on their campus on a regular basis, most will become comfortable with the idea of speaking with that officer which in turn forms a valuable relationship. "Building strong relationships helps keep schools safe; when young people build trusting relationships with SROs, they learn lessons that can remain with them into adulthood and throughout their lives." (Marin County Civil Grand Jury Report, 2019)

Implementing a School Tip Line

Students will often have the earliest and most knowledge of potential threats in a school community. Unfortunately, it is often the case that students are afraid to report threats when they become aware.

Depending on their features, tip lines may offer low-cost solutions for the purpose of acting upon reported information of potential violent acts taken from social media, including but not limited to phones, web portals, and other electronic messaging.

Tip lines may help prevent school violence by:

- Breaking the code of silence by giving a voice to students
- Increasing the likelihood that threats will be reported by providing a confidential means of reporting
- Encouraging students to "see something, say something"

Necessary requirements for a successful school tip line:

- Students must have easy access to the tip line
- Students must be able to trust that the tips they report will result in appropriate action
- Students must be able to trust that their identities will be kept confidential

The Grand Jury recommends that all public schools in Orange County, if they have not already done so, implement a tip reporting mechanism for all students and staff to confidentially report potential acts of violence on their school campus.

Safety of Before and After School Programs on School Sites

How safe are Orange County students in on-campus before and after school programs? Imagine one day, elementary students are sitting at school lunch tables, with classes over for the day, doing homework, art, or other activities; now a shooter walks onto the campus. Maybe the students are in a prefabricated bungalow at the back of the campus, away from any lingering staff's attention, sheltered by thin walls that are easily pierced by bullets. Will our schools be prepared when that eventually happens?

When developing safety and security plans for K-12 schools in Orange County, school districts should take extra steps to ensure that their plans include measures to prepare on-campus before and after school programs' staff for active shooter incidents. This can be a challenge as many of these programs throughout Orange County are outsourced to vendors such as the YMCA Child Care Program, Boys and Girls Club, or Kids Factory. Before and after school programs offer valuable school care for many families throughout Orange County. It is critical that the staff of these vendors be provided active shooter training, either along with school staff or independently.

Many vendors that offer before and after school programs have their own safety protocols, but they might not be as extensive as those within Orange County school districts. Each school district should review not only their own safety plans, but those of their vendors who provide before and after school programs to ensure that best practices are followed. If direct participation in school districts' active shooter training by outside vendors is not feasible, Orange County school districts have an obligation to ensure that those programs have established best practices in preparation for active shooters. Any gap in active shooter training for employees of vendors providing before and after school care should be addressed. A willingness to negotiate may be required between school districts and vendors to achieve a synergy among their safety policies and protocols.

A *U.S. Secret Service Analysis of Targeted School Violence* has concluded that in any given year, violence on school campuses occurs before or after school hours 26% of the time. This is a significant degree of risk to our children's safety and should be addressed in all Orange County school districts' safety plans.

Collaboration between SROs and school administrators is an important component for the integration of before and after school programs within school safety plans. All Orange County school districts that have SROs should involve them in the process of updating school safety plans to ensure that before and after school programs are integrated into active shooter protocols and procedures.

Monitoring Campuses

Security cameras may help school administrators monitor people who enter the campus and determine if there are people who should not be on school property. Security camera technology has improved in recent years, and all Orange County school districts should obtain and incorporate camera systems throughout their campuses. Some Orange County school districts lack cameras in all elementary schools leaving them unable to monitor school violence, crime, or intruder activity as well as gathering evidence of those events.

Advanced technologies such as Artificial Intelligence (AI) powered school surveillance cameras, motion detection, people counting, thermal imaging cameras, and others are becoming more commonly used on school campuses throughout the United States as incidents of violence increase. Through AI technology, school staff can use facial recognition to monitor people entering and exiting the campus in real-time, thus increasing enhanced situational awareness.

Although some parents and students may feel security cameras can be intrusive, they can significantly increase safety. AI technology can assist school administrators in tracking the number of students entering school at the beginning of the school day and how many students exited the campus during an evacuation.



AI technology can help school districts with limited budgets make their current security devices perform more effectively. Facial recognition and perimeter detection are key improvements that AI brings to camera monitoring systems. Such advancements alert the security staff by raising real-time alarms upon detecting any unauthorized face or suspicious activity.

Orange County school campuses should have security cameras at strategic locations including entrances, hallways, stairwells, libraries, and parking lots. This level of coverage could give school administrators the ability to detect unfolding active shooter incidents and other emergencies.

Although security cameras cannot stop an active shooter, the simple presence of security cameras throughout school campuses can aid school security teams and local law enforcement in their responses to emergencies and provide evidentiary footage in their investigations.

There are many choices of security monitoring systems in a wide price range such as:

- Dome Security Cameras: Their wide-angle lens allows for maximum coverage.
- Bullet Security Cameras: They provide high definition, crisp photos even in dim light. They attach to walls or ceilings and can be positioned in any direction.
- PTZ Security Cameras: They are similar to dome cameras but have the ability to pan, tilt, and zoom.

Advanced Technology

The safety of students and staff should be a top priority for schools. Gaps in security can leave schools vulnerable. Current advanced technology can computerize manual processes that may leave schools open to potential security risks. Schools need to make sure that their security systems are contemporary and able to protect students and staff from any potential threats.

Some advanced school security trends are as follows:

- A Visitor Management System (VMS): Schools can use this system to help ensure the safety and security of their campuses. This system eliminates manual logs while simplifying check-ins as well as providing background screening for visitors. Most systems will flag registered sex offenders and child custody orders.
- Perimeter Security Systems: From cameras to license plate readers and access control systems, these tools provide real-time monitoring that protects against potential threats. Automated license plate recognition (ALPR) cameras are an asset in emergency situations, providing useful information for response and investigative purposes.

By staying up to date on the latest advances in school security technology, school administrators can make sure that their schools remain as safe as possible for all students and staff. The Grand Jury recommends to all school districts that as funding becomes available for school security, school districts consider implementing the advanced technology solutions identified above.

Protective Covering/Tinted Windows

While everyone in Orange County wants safer schools, some communities favor an open and friendly educational environment for their children and are concerned about having school campuses that resemble a prison-like environment.

However, one of the problems with the open design of many school campuses throughout Orange County is that there is too much visibility into classrooms from outside areas open to the public. Many classrooms lack curtains, mini-blinds, or other

basic window coverings to obscure an intruder's view. Securing classroom windows will help create a safer learning environment for students.

School districts should cover school windows with shatter-resistant and/or tinted film covering to add an additional layer of protection from an active shooter. Although these measures will not prevent an intruder from entering a school campus and begin shooting, it can slow their progress and reduce visibility into the classrooms.

In an active shooter scenario, shatter-resistant film can slow down an intruder and reduce the impact of ammunition fired into classrooms, giving teachers and students more time to escape or hide. It can also assist law enforcement in recovering spent ammunition. Shatter-resistant film can be purchased as a tinted or clear covering.

Clear shatter-resistant covering applied over windows can be painted with a festive design or historical figure in American history to help school administrators maintain an inviting campus. To engage students and the community, school staff could even have an art competition to see who comes up with the best theme or design for the windows.

While the possibility of an active shooter on a school campus has gripped the country with fear, Orange County residents do not need to have schools that resemble fortresses to take preventative measures against violent intruders.

Orange County school districts should exhaust all their capabilities to address campus vulnerabilities around physical security.



School Active Shooter Training

The Orange County Sheriff's Department, in collaboration with city police departments, conducts Active Shooter Training exercises for first responders, which include School

Resource Officers, Sheriff's Deputies, fire personnel, medical personnel, and the OCSD Special Weapons and Tactics Team (SWAT). These exercises are held at local schools when classes are not in session, and other sites and training areas that can be used to simulate a school setting.

Several members of the 2022-2023 Grand Jury observed an active shooter training for local law enforcement at an Orange County high school which was not in session. Signage was posted around the school to notify the public of the training and immediately surrounding residents and businesses were advised of the event to avoid unnecessary panic.

The training began with a basic classroom power point presentation outlining the strategy and mission. Best practices and the reason for the training were also explained.

Upon completion of the briefing, shots were fired, and a smoke canister was ignited. Officers entered on the ground floor with handguns and rifles drawn. They then proceeded to the second floor, searching for the threat while a dozen OCSD Explorers and approximately 40 student volunteers served as actors portraying the injured pleading for help. The volunteers, student-actors who were to be subjected to simulated gunfire, were equipped with full-coverage helmets. They adhered to "Run, Hide, Fight", a protocol of survival skills which is taught in Orange County schools as a response to an active shooter situation.

Orange County Sheriff's Deputies are trained to arrive and immediately enter to put down the threat before lives, or additional lives, are lost. Once a threat is observed or heard, law enforcement enters the classroom or campus area and immediately eliminates the threat. The training is to instill in law enforcement an ability to react to the situation presented quickly and then take additional actions as warranted.

"The body won't go where the mind hasn't been and this training does just that" (OCSD)

Officers on the scene were armed with rifles, handguns, and smoke grenades. They were also equipped with battering rams and forced entry devices. Their firearms were loaded with blanks and paint tips. The only live ammunition was with a unit of Sheriff's Deputies who did not participate in the exercise but who surrounded the perimeter of the school solely to ensure the safety of the participants from any outside attackers who might take advantage of the chaos to harm participants.

This training is part of the Safe Schools Initiative offered by the Orange County Department of Education (OCDE), and ties into the Orange County Sheriff's Department's Assess, Prepare and Train (APT) program.

CONFIDENTIAL

At the training attended and observed by the Grand Jury members, two scenarios were performed. The first was an approximately twenty-minute outdoor scene where shots were heard, and first responders were called in. Chaos was rampant as there was a smoke distraction while people were running (or hobbling) in different directions. Injured stand-ins were on the ground screaming and begging for help. Officers are trained to go right to and eliminate the threat despite the urge to lend aid to the wounded.

In the second scenario, Deputies and SROs entered a chaotic active shooter scene, stepped over "dead and injured" victims, and chased a male shooter who now had taken a hostage who was used as a shield. The perpetrator entered a room inside the school and concealed himself. Officers searched and cleared every classroom until a locked door was discovered in a service room. Officers announced their presence and forced open the door, the hostage was separated from the shooter, and a surrender took place, so the shooter was taken into custody, eliminating the threat.

Procedures are built into the training to ensure that police do not mistake innocent bystanders for the shooter. Police will not stop to help injured people until the threat is eliminated. Once the school is "cleared" of any further threat, waiting emergency medical personnel enter to stop the bleeding of the wounded, who are then taken to medical triage.

END-EX (end of exercise) was called by the trainers, and the actions of the Sheriff's Deputies and other participants were reviewed, critiqued, and questions addressed.

These drills are not unique to Orange County, and many have proven their value. In Nashville, Tennessee, similar drills were being conducted at area schools and included school staff. Dr. Katherine Koonce, Director at Covenant School, attended one as an observer and immediately requested an exercise for her school.

During the March 27, 2023, shooting at the Covenant School, Dr. Koonce, while losing her own life, along with other staff saved countless lives. Nashville Metro Police Chief John Drake described it this way: "Students were in their classrooms, locked up, the professional [school staff] outdoors to lead the Metro policeman. She had a key, [knew] what her headcount was, she knew [exactly] where the students would be, she was prepared," Drake told ABC News. "I'm sure they had run those drills, and it's because of Katherine and the foresight she had to make sure her staffers were prepared."

Under the Marjory Stoneman Douglas Public Safety Act, public K-12 schools in Florida are required to hold frequent active shooter drills. The Grand Jury hopes a tragedy like those that occurred at Marjory Stoneman Douglas High School in Parkland, Florida, Covenant School in Nashville, Tennessee, and other schools across the nation does not have to happen in California. However, it is necessary to prepare for that possibility. Therefore, the Grand Jury recommends that all school districts host Active Shooter Training by July 1, 2024, and thereafter on an every-other-year basis.

School Active Shooter Tabletop Exercises

The Orange County Sheriff's Department School Resource Officer Program, along with a designated Orange County school, sponsors active shooter tabletop exercises for

schools within Orange County. The tabletop exercise is an emergency management technique designed to increase preparedness for an active shooter in a safe environment.

These exercises are generally held on a school campus and directed by a Facilitator designated by the Sheriff. Currently, the tabletop exercises are attended by on-site school personnel, law enforcement, and observers. Other schools within the district are invited to participate, as well as local city police. In the exercises the Grand Jury attended, the schools were represented by the principal and other school staff including teachers, district staff, school security personnel, maintenance personnel, and mental health counselors. Law enforcement attendance consisted of the Facilitator, School Resource Officers, and officers from OCSD's Operations Division. The Orange County Grand Jurors attended as observers but were able to participate in discussions.

The participants are presented with a crisis scenario and asked to discuss their response. It is important that plans be customized to the individual schools because of the different layouts and points of access and egress of each school campus. School maps are included in the provided Situation Manual to accommodate this need.

All attendees were given a Situation Manual which provides participants with all necessary tools for their roles in the exercise. The manual calls out the overview for the exercise, the roles and responsibilities of the participants, and the structure which is broken down into three modules.

The Situation Manual also points out the "Scenario Ground Truth" which allows participants to know what conditions to assume prior to facing their scenario, such as the time of day, weather at the time of the occurrence, and the staffing level of first responders.

The tabletop exercise is discussion based, planned to last approximately 90 minutes, and presented in three modules:

Module One: Preparedness

This module is a discussion of the preparedness of the school(s) where the level of security, access, and communication is addressed. Fencing (coverage and height), cameras, door locks, points of egress, using items to block doors, and window covers are among items discussed for facilities. Two-way radio communication, a public address system for lock-down announcements, lanyard alarms, and cell phones are some of the items discussed as tools for communication. This discussion brings in ideas to improve a school's preparedness while the school also brings information for the Facilitator to use in future tabletop exercises.

Module Two: Incident Response

In Module Two, a realistic scenario is presented to the participants where a report comes in from 911, stating that possible gunshots have been heard at the school and patrol units have been dispatched to the scene.

Discussion starts with school personnel describing how the school goes into lockdown to protect staff and students while a command post is set up near the school. This is when school officials discuss and share information such as accounting for all students, tying phones to the District Office, and other communication efforts.

Module Three: Student / Family Re-Unification

This final module deals with the aftermath; the shooter has been neutralized and rooms and buildings have been cleared by law enforcement. At the exercise observed by members of the Grand Jury, preliminary information provided for the sake of discussion indicated that five students and staff were deceased and 15-20 injured that had been, or were in the process of being, transported to local hospitals.

The tabletop discussion then deals with orderly release and relocation to nearby off-site triage and reunification locations. There is also discussion about what information can and cannot be passed on to parents. Ideas for managing the media and what can be released and who can interface with media are also discussed. Mental health support and its role are discussed in this module as well.

The success of the tabletop exercise lies in the practice and review of required actions and the delegation of duties during this experience. Although predicting each person's reaction and judgement during such a crisis is recognized as impossible, this exercise enhances the probability of team efficiency in the event of a school shooting, thereby increasing preparedness and minimizing loss of life and injury.

Due to turnover and relocation of school personnel, the Grand Jury recommends that all Orange County school districts host Active Shooter Tabletop Exercises by December 31, 2023, and on an annual basis thereafter. (See Appendix C; OCSD tabletop format)

Arming Teachers and Staff

The California Teachers Association (CTA), while overwhelmingly supporting stronger laws to ensure school safety, believes the idea of arming teachers is a *"preposterous, cynical, and unworkable solution."*

The Grand Jury found that practically no faculty, staff, or superintendent in Orange County supported arming any non-law enforcement school personnel. The resistance to this idea by educational personnel was overwhelming.

Among the reasons given by school personnel were the obvious ones of injury or death of innocent students or staff; and law enforcement mistaking anyone holding a weapon as the suspect. Another reason was that without ongoing training, people lose the physiological responses to stress that enable fine motor skills and marksmanship.

While representing a tiny minority of their peers, some in law enforcement would support arming school personnel, but only with stringent restrictions such as rigorous training, marksmanship, and proven sound judgement. The sole reason given by this small number of law enforcement personnel is that a threat could be eliminated prior to a first responder arriving, leading to saved lives in the beginning. Most law enforcement

personnel believe arming of any non-law enforcement school personnel to be an unacceptable idea under any circumstance.

Visitor Management System

The 2022-23 Grand Jury believes that a parent and visitor management system is a key element in ensuring campus safety.

The 2017-18 Grand Jury included two recommendations related to managing campus visitors in its report titled: *Safer Schools – What Can We Do?* Those recommendations were:

R.3. School districts should implement procedures to ensure that all campuses maintain a complete, daily log (electronic or manual) of every visitor and volunteer entering and exiting the campus, excluding program events such as awards ceremonies or stage or musical productions (2017-2018).

R.4. School districts should implement procedures to ensure that photo identification is required of all campus visitors and volunteers before a visitor's badge is issued (2017-2018).

As a part of its investigation in preparation for writing this report on school safety, the 2022-23 Grand Jury learned that 25 of the 28 Orange County School Districts have a parent and visitor management system.

Twenty-one of 25 districts use the same software system which:

- Gives schools the power to decide exactly who is allowed to enter their buildings.
- Enables schools to keep potential threats from accessing campus by instantly screening each visitor's government-issued ID card against the sex offender registries in all 50 states and an unlimited number of custom databases.
- Syncs with a school's information system to ensure that students are only released to approved guardians.
- If a visitor is flagged, allows staff to review the visitor's information side-by-side with the offender's information immediately while notifications are sent to administrative and security personnel.
- Allows a school's community to know that visitors are approved by enabling a school to require visitors to wear a badge that shows their role type, name, destination, date and time of entry, and photo.
- Enables approved school personnel to view Visitor records so that accurate district- and school-wide reports can be created.

Even though 25 of the 28 school districts already have an effective parent and visitor management system, the Grand Jury believes managing access to school campuses is so important that all schools should either develop or purchase a system that enables them to control and monitor access to campus.

Annual Safety Inspection

All California public schools must develop a comprehensive school safety plan, per California Education Code sections 32280-32289.5. The OCGJ believes annual campus safety inspections conducted with local law enforcement should be a part of this plan. During its investigation for this report, the OCGJ learned that some schools are already conducting such inspections.

The three primary sources of information for this section were:

- School district responses to the Findings and Recommendations in the Grand Jury 2017-2018 Report titled *Safer Schools – What Can We Do?*
- School district responses to a survey developed by the 2022-23 Grand Jury designed to determine if school districts had followed up on 2017-2018 commitments to implement specific improvements in school safety.
- The websites of the 28 school districts.

From these three sources, the Grand Jury learned that at least 21 of the 28 school districts work to help ensure the safety of school campuses through on-going collaborative relationships with either the Sheriff's Department or city police departments or, in some instances, with both the Sheriff's Department and one or more police departments. Nine districts reported having at least one Student Resource Officer (SRO) serving one or more schools.

Fifteen of the 21 districts that reported collaborative working relationships with at least one local law enforcement department also reported conducting annual safety assessments. Even though all 15 districts may conduct their annual safety inspections in collaboration with local law enforcement, only 5 of these 15 districts reported doing so.

The seven districts that did not report working to help ensure the safety of school campuses through on-going collaborative relationships with either the Sheriff's Department or city police departments may have ongoing collaborative working relationships with local law enforcement. However, the Grand Jury was unable to find documentation of such relationships in any of its three above-listed sources.

The Grand Jury believes all Orange County school districts that have not done so should develop and maintain ongoing collaborative working relationships with local law enforcement. The Grand Jury also believes that all Orange County School Districts should arrange for their local law enforcement partner(s) to conduct an annual safety assessment of each school in collaboration with the appropriate school and district administrative staff, facilitated via a Memorandum of Understanding (MOU) if necessary, by July 1, 2024.

Homeland Security K-12 School Safety Checklist

In their responses to the 2017-18 Safer Schools Report Findings and Recommendations, two Orange County school districts reported using the Homeland

Security K-12 School Safety Checklist. In its 2022-23 review of school district websites, the OCGJ identified one additional district that reported using the Homeland Security Checklist. Given the source of the survey and the fact that at least three Orange County school districts have chosen to use the survey, the OCGJ decided to review the survey. During its review, the OCGJ learned that the survey consists of 150 incisive questions that forces users to carefully analyze the strengths and weaknesses of their school safety plan.

Following its review of the K-12 School Safety Checklist, the OCGJ believes that all 28 Orange County School Districts should require each of their schools to annually administer either the Homeland Security checklist, or a similar checklist.

(See Appendix D for Seven Primary Topics of the DHS survey along with the appropriate web site for access to the entire survey.)

Campus Entry Procedures

The Grand Jury believes the campus entry at most Orange County schools is vulnerable to intruders.

Using information gathered from school district responses to both the 2017-18 Safer Schools Report and the 2022-2023 Grand Jury follow-up survey on the implementation of commitments made by school districts in response to the 2017-18 Report, the Grand Jury has learned that at least 13 of the 27 Orange County school districts that responded to the Report have perimeter fencing and a single point of entry. One of the 13 school districts reported also having cameras and a buzzer system to augment the single point of entry. Another school reported the use of an intercom and buzzer system to control access to the administrative offices. Some of the other 11 districts with perimeter fencing and single point of entry may have cameras and buzzer systems, but the Grand Jury was unable to make that determination.

Three school districts reported having perimeter fencing at all schools but not a single point of entry. Three other school districts, with a total of 45 schools, reported that 41 of the 45 schools have perimeter fencing.

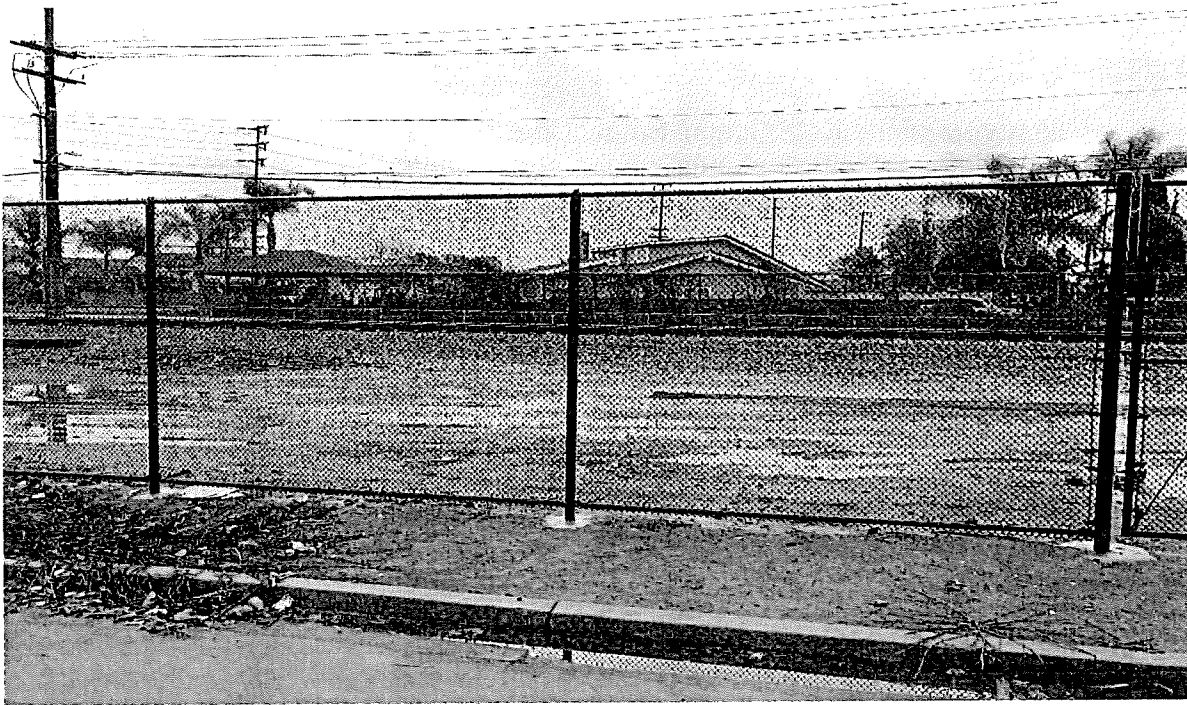
Four districts reported a mix of fenced and unfenced schools. One district reported that it has cameras and access control door systems, but no fencing.

Three districts reported that they have no fencing, and one of those three commented that there "may be (community) opposition" to fencing.

Based on the information available to the 2022-2023 Grand Jury, only one school district has implemented campus entry procedures that incorporate all the features recommended by the 2017-18 Grand Jury.

Furthermore, even though at least 24 of the remaining 27 school districts have implemented some safety measures to protect the entryways into schools, most, if not all, could be accessed by an intruder.

Therefore, the Grand Jury recommends all schools should review campus entry procedures. The review should include consideration of the use of perimeter fencing, a single point of entry, and the use of a camera and buzzer system to control entry into the main administrative office.



As with most other security measures, there have been improvements in wire mesh fencing. The new fencing is more closely woven, making it more difficult to scale, and thus making campuses more secure. The Grand Jury believes this new fencing should be the preferred fencing for those school districts erecting new fences or replacing existing fences.

Available School Safety Training Resources

Stop the Bleed

The Encyclopedia Britannica defines "First Aid" as "...measures to be taken immediately after an accident not with an idea to cure but in order to prevent further harm being done." Available people and material supplies are used at the site of an incident to provide initial care to the victim until more advanced care is secured. The objectives of First Aid:

- To preserve and maintain life
- To prevent the victim's condition from worsening
- To aid in recovery

The Stop the Bleed course teaches class participants three techniques to prevent loss of blood from a bullet wound:

- How to use your hands to apply pressure to a wound
- How to pack a wound to control bleeding
- How to apply a tourniquet correctly



Casualty Care

Crisis Medicine is just one of the many contractors that provide emergency medical training for non-medical personnel. Members of the Grand Jury reviewed the *Essential Casualty Care* course and determined it to be realistic and well done. Tactical Emergency Casualty Care (TECC) is the basis for this type of training, and like the philosophy of Active Shooter Training is intended to prepare bystanders and survivors to react quickly to save lives by providing life support until the arrival of paramedics.

This type of training is realistic enough to prepare individuals to act without experiencing shock and freezing in a life and death situation. Topics covered in this training included viewing gunshot wounds, learning how to focus on the most life-threatening damage first, and the different treatments available like tourniquets, packing the wound, pressure application, and splinting.

Equipment and supply training is also given so that suitable trauma kits, hemorrhage control kits, tourniquet kits and other medical supplies can be pre-stocked and maintained at locations where an incident may occur.

Knowledge Saves Lives

Knowledge Saves Lives is one of many contractors that school districts can hire to help district and school personnel prepare for the likelihood of a potential school shooter. The primary benefit of such preparations is to improve reaction times, eliminating the initial human tendency to freeze, and to save lives when an incident does occur.

Members of the Grand Jury attended one of these training sessions and were quite impressed with the willingness and intensity of the school district representatives and staff from the schools who attended training.

Instructors were current or retired police officers knowledgeable in responding to an active shooter situation. The first element of training dealt with prevention and how to identify troubled potential perpetrators during the days or weeks prior to a shooting. Prevention includes always being aware of actions and words of individuals around us, and to **say something when you see something**. One of the surprising facts shared is that 91% of potential incidents fail because someone became aware of it and took appropriate action to report it. Situational awareness was presented as observing people and knowing the space around you. "Leakage" was identified as clues that someone may be disturbed and planning violent action.

The other part of training focuses on *Run, Hide, Fight* which is intended to prepare staff for the three main options available to potential victims of an active shooter incident. Exercises were conducted with all participants in these three scenarios. Put simply, *Run* is putting distance between potential victims and the threat.

Hide is primarily locking doors and obstructing views. *Fight* is locating and improvising a weapon, such as a fire extinguisher, and using it on the shooter. Participants were shown and then performed the steps to make such an effective attack.

This training and practice are incredibly important to motor memory, so reaction times are shortened. The more quickly action is taken, the fewer casualties may occur.

When law enforcement arrives:

- Stay calm and follow instructions
- Put down any items in your hands
- Keep hands raised and visible at all times
- Do not make any quick movements toward officers
- Do not point, scream, or yell
- Do not speak or ask questions when evacuating unless asked to do so by an officer.

The Grand Jury recommends that all Orange County school districts incorporate Knowledge Saves Lives, Stop the Bleed, Casualty Care and Run, Hide Fight or some combination of this training for all schools in their district on a yearly rotating basis.

"...the odds of your child's school being in a shooting in their lifetime is 1 in 62.51 or 1.6%"
(Web Site-Donovan and PsychLaw Journal)

Mental Health Issues

Background Studies

When examining causes behind the epidemic of active shooter situations in our schools, it is helpful to consult the Federal Bureau of Investigation (FBI) as well as the United States Secret Service (USSS) and their extensive research in identifying behaviors exhibited by these shooters. In 2018, the FBI's Behavioral Analysis Unit produced a report entitled "*Study of Pre-Attack Behaviors of Active Shooters*". The report opens with these reminders:

- There is not one "profile" of an active shooter
- There is no single warning sign, checklist, or algorithm for assessing behaviors that identifies a prospective active shooter
- While impossible to predict violent behavior, it is possible to prevent some attacks via effective threat assessment and management strategies.

This report is instructive for the purposes of this Grand Jury report because it identifies the most common stressors experienced by active shooters. These stressors include such things as financial strain, conflict with friends/peers, and conflict at school, but by far the one stressor that appears the most (62%) in the cases studied is mental health.

The report indicated that "25% of active shooters had a diagnosed mental illness prior to the offense." The report further stated that of those who noted the concerning behavior of an individual such as mental health issues, 92% were identified by a schoolmate and 75% by a teacher/school staff, if the shooter was a student.

In 2019, the United States Secret Service (USSS) and U.S. Department of Justice's National Threat Assessment Center (NTAC) issued a report, *Protecting America's Schools-A United States Secret Service Analysis of Targeted School Violence*. Among the key findings from the report were:

- There is no profile of a student attacker, nor is there a profile for the type of school that has been targeted
- Attackers usually had multiple motives, the most common involving a grievance with classmates
- All attackers experienced social stressors involving relationships with peers and others
- Most attackers were victims of bullying which was often observed by others
- All attackers exhibited concerning behaviors. Most elicited concern from others and most communicated their intent to attack.

The report further noted that the observable mental health symptoms displayed by attackers prior to their attacks were divided into three main categories:

- Psychological (e.g., symptoms of depression, anxiety, anger, or suicidal ideation)
- Behavioral (e.g., defiance/misconduct, aggression, or symptoms of ADD/ADHD)
- Neurological (e.g., developmental delays or cognitive deficits)

"The fact that half of the attackers studied had received one or more mental health services prior to their attack indicates that mental health evaluations and treatment should be considered a component of a multidisciplinary threat assessment but not a replacement... Mental health professionals should be included in a collaborative threat assessment process that also involves teachers, administrators, and law enforcement."

In 2021, the USSS produced a report, *"Averting Targeted School Violence"* which amongst many salient points, addressed the issue of Mental Health as it pertains to active school shooters. They found that:

- "Many plotters (70%) exhibited behaviors indicating the presence of some type of mental health symptom in the time leading up to, or around, the discovery of their plots."
- "Information on these factors was evident in their journal writings, statements and behaviors observed by others, and histories of prior mental health treatment."
- "Though some of the subjects were born with psychiatric or neurological conditions, others had mental health issues as a result of severe life stressors."

Finally, in the 2021 *Report on Indicators of School Crime and Safety* produced by the Institute of Educational Sciences (IES), the issue of Mental Health was identified as one of the indicators they studied. They found the following:

- In 2019-20 (prior to the pandemic), 55% of public schools reported providing diagnostic mental health assessment services which were used to evaluate mental health disorders displayed by students in their schools.
- Only 42% offered mental health treatment for those mental health disorders.
- These services were more likely to be found in middle and high schools than in elementary schools.
- A majority of schools (54%) indicated that inadequate funding limited the mental health services they could provide.

These studies serve as factual evidence that schools and school districts should be, if they are not already, considering mental health issues when preparing their safety plans. The COVID-19 pandemic served to heighten the awareness of mental health issues which students everywhere were exhibiting because of the use of distance learning and its subsequent isolating factors. In a relatively short period of time, students in Orange County and across the nation found themselves cut off from not only friends and familiar activities, but for many, a safe and supportive school environment. They were thrown even deeper into the world of social media, leading many to develop the mental health stressors and signals identified in the cited reports.

The pandemic has created a generation of students who now are trying to cope with a return to what for many is an "alien" environment. Consider students who were just starting school when schools were forced to close. For more than two years at a very crucial time in their lives, these students were unable to experience the socialization process necessary to provide them with many of the tools necessary for their educational success and mental well-being. What is the overall impact on their educational experience? When one considers the disruption caused on all grade levels,

is there any doubt that the issue of the mental health of our students has to be at the heart of addressing the issue of active shooters?

Status of Mental Health Programs in Orange County Public Schools

The Grand Jury interviewed many school district and school site administrators along with representatives from a number of law enforcement agencies. The Grand Jury found the issue of Wellness Centers has gained acceptance primarily on the high school level and in some middle schools. Many elementary schools are still struggling to establish effective mental health programs. The major problem facing all school districts is funding. With the passage of the American Rescue Plan (ARP) by Congress in response to the pandemic, many districts chose to use funds to expand their mental health capabilities. This has resulted in additional school psychologists, social workers, counselors and behavioral interventionists being assigned to school sites. However, many principals shared that a full-time school psychologist has little time for mental health issues as they have to administer numerous tests for students with special needs as well as for other programs. Some elementary schools have turned to parent support organizations to raise funds for outside agencies to assist with the mental health needs of their students.

While law enforcement agencies do not usually have input in the area of mental health in schools, they are willing to engage with school officials when dealing with mental health issues particularly if the school has an assigned SRO. In addition, the Orange County Sheriff's Department (OCSD) employs what they designate as School Mobile Assessment & Resource Teams (SMART) who can and do involve themselves in mental health issues upon the request of school administrators. A few of Orange County's city police departments have joined with the OCSD to have a representative on a SMART team, however this relationship should be expanded.

An incident from the 2019 USSS-NTAC report *Protecting America's Schools* is an illustration of mental problems in schools:

"A 16-year-old student shot his high school principal in the arm before his weapon malfunctioned. Prior to this incident, the attacker exhibited a wide range of symptoms typically associated with depression. He began to isolate himself after his parent's divorce and while he had played multiple sports and enjoyed video games, the attacker withdrew from these activities as his depression worsened. He began going to school without shaving, showering, or washing his hair, and multiple people noted his body odor. The student reported feeling helpless, hopeless, and worthless and he said he had low energy, trouble sleeping, reduced appetite, decreased interest in activities and impaired concentration. His grades began to decline. He often sat alone in his room in the dark. He began having suicidal thoughts and came close to killing himself prior to the incident. According to media reports, a state psychiatrist concluded that mental illness played a role in the attacker's actions in carrying out the incident."

Conclusion

The good news from the information provided to the Grand Jury by many school administrators and law enforcement representatives is that Orange County public

school districts do acknowledge, that now more than in the past, they need to address the mental health issues found in their student bodies and they are doing so. However, more needs to be done to identify students having mental health issues, whether they be psychological, behavioral, or neurological. Ensuring that mental health or wellness centers on campuses are staffed by competent professionals, particularly at the middle and high school level, should be a high priority. These centers can be instrumental in helping to create a supportive school climate.

In 2020, Children's Hospital of Philadelphia's Center for Violence Prevention (CVP) issued a "white-paper" on mass shootings in schools. It identified a supportive school climate as being highly significant in preventing school shootings. The CVP noted that in this kind of environment:

- Students feel safe to talk to each other and to staff
- There is a mutual trust and respect among students and school staff
- There is on-going dialogue and relationships with family and community members that interact with the school
- There is adequate support, training, and resources for school staff

The Grand Jury strongly recommends that all Orange County public school districts work to provide mental health services to all schools in each district as an effective tool in helping to prevent potential active shooter incidents.

***"A cohesive and supportive school environment is
key to preventing school shootings."***
(Children's Hospital of Philadelphia-CVP)

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2022-2023 Grand Jury requires (or, as noted, requests) Responses from each agency affected by the Findings presented in this section. The Responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled **School Shootings: How Prepared Are Orange County Public Schools?** the 2022-2023 Grand Jury has arrived at twelve Findings, as follows:

- F1** Law enforcement, first responders, and other stakeholders have demonstrated a strong interest in working cooperatively with Orange County public schools to mitigate the risk of an active shooter incident; establishment of MOUs between law enforcement and school districts would strengthen this cooperation.

- F2** All Orange County public schools studied by the Grand Jury stated that they conducted or have scheduled drills within the current school year on emergency procedures addressing intruders on campus, but not all have done so specifically regarding armed assailants.
- F3** While all districts prioritize the safety of students and staff, the attention and resources devoted to active shooter preparedness and response vary from district to district.
- F4** Safety and security plans for on-campus before and after-school programs are not adequately addressed by school districts.
- F5** While many Orange County public schools have installed fences, cameras, and other methods to address the issue of active shooters on a campus, there are still opportunities for improvement.
- F6** Not all schools utilize a system for monitoring campus visitors.
- F7** While there is an increased awareness of the benefits of mental health counseling, not all school districts have implemented these programs in all schools.
- F8** School Resource Officers (SROs) are a valuable asset for school safety, yet many cities/districts do not allocate sufficient funds to hire needed officers.
- F9** Not all classrooms have window shades, tinted glass, or film to obstruct the interior view from the outside.
- F10** The camera surveillance systems utilized on many campuses require repairs, replacement, or additions.
- F11** Many schools do not have perimeter fencing completely enclosing their campus.
- F12** A number of school districts have school site administrative offices that remain unlocked on a daily basis.

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RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2022-2023 Grand Jury requires (or, as noted, requests) responses from each agency affected by the Recommendations presented in this section. The Responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled **School Shootings: How Prepared Are Orange County Public Schools?** the 2022-2023 Grand Jury makes the following thirteen Recommendations:

- R1** Each Orange County school district should arrange for local law enforcement to do an annual safety inspection of each school. The written safety checklist should include an audit of the integrity of site boundaries and a review of safety plans and policies. This annual safety audit should commence with the 2023-24 school year by October 1, 2023, and annually thereafter. (F1, F10, F11)
- R2** All Orange County school districts should establish a threat identification and assessment system for all school sites to monitor social media, screen for messages of concern, and manage information received in coordination with local law enforcement using MOUs, if necessary, by July 1, 2024. (F1, F3)
- R3** Each Orange County school district, in conjunction with law enforcement, should develop and implement tabletop exercises to be conducted in district schools by December 31, 2023, and annually thereafter. (F2)
- R4** Each Orange County school district should work with local law enforcement to plan and conduct a district-wide active shooter drill by July 1, 2024, and at least every other year thereafter. (F2)
- R5** All Orange County school districts should develop a casualty care training program for each school in their district, to be in place by the end of the first semester of the 2023-24 school year and provided annually thereafter. (F3)
- R6** Safety and security plans for on-campus before and after-school programs need to be addressed more thoroughly by school districts, by July 1, 2024. (F4)
- R7** Each Orange County school district should obtain and incorporate perimeter camera systems in all district schools by July 1, 2024, or earlier if financially able to do so, and investigate the potential use of cameras that incorporate Artificial Intelligence to enhance threat detection and prevention. (F5, F10)
- R8** All Orange County school districts should review entry procedures on all campuses with an eye toward the use of perimeter fencing, the use of single point entry, and the use of a buzzer and camera system for entry into the main/administrative offices. (F5, F12)

- R9** Each Orange County school district should Identify and implement a parent and visitor management system for each school site within the school district. This is to include identified access points, badges, or a similar identification procedure to be implemented by July 1, 2024. (F6, F11, F12)
- R10** Each Orange County school district should implement training for all staff to identify threat-related behaviors and provide a procedure for reporting the behavior by the beginning of the 2024-25 school year. (F7)
- R11** All Orange County school districts should develop a plan to implement or enhance mental health counseling for all schools by December 31, 2024. (F7)
- R12** Each Orange County School District should assess the need for SROs or additional SROs, reaching out to appropriate community partners to facilitate funding by July 1, 2024. (F8)
- R13** All Orange County school districts should investigate and consider bullet resistant or tinted film covering for school windows by December 31, 2023. (F9)

REQUIRED RESPONSES

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g., District Attorney, Sheriff, etc.), such elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official's control within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors. Furthermore, California Penal Code Section 933.05 specifies the manner in which such comment(s) are to be made as follows:

(a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation, therefor.

(c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision-making authority. The

response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code Section 933.05 are required from the governing body of each school district below:

Findings – 90 Day Response Required

Anaheim Elementary	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Anaheim UHSD	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Brea-Olinda Unified	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Buena Park Elementary	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Capistrano Unified	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Centralia Elementary	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Cypress Elementary	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Fountain Valley	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Fullerton Elementary	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Fullerton Joint UHSD	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Garden Grove Unified	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Huntington Beach City	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Huntington Beach UHSD	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Irvine Unified	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Laguna Beach Unified	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
La Habra City	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Los Alamitos Unified	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Lowell Joint Elementary	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Magnolia School	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Newport-Mesa Unified	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Ocean View Elementary	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Orange Unified	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Placentia-Yorba Linda	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Saddleback Unified	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Santa Ana Unified	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Savanna School	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Tustin Unified	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12
Westminster Elementary	F1, F2, F3, F4, F5, F6, F7, F8, F9, F10, F11, F12

City of Anaheim	F1, F8
City of Costa Mesa	F1, F8
City of Fountain Valley	F1, F8
City of Fullerton	F1, F8
City of Garden Grove	F1, F8
City of Huntington Beach	F1, F8
City of Irvine	F1, F8
City of Los Alamitos	F1, F8
City of Newport Beach	F1, F8
City of Orange	F1, F8
O.C. Sheriff's Department	F1, F8

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Recommendations – 90 Day Response Required

Anaheim Elementary	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Anaheim UHSD	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Brea-Olinda Unified	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Buena Park Elementary	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Capistrano Unified	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Centralia Elementary	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Cypress Elementary	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Fountain Valley	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Fullerton Elementary	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Fullerton Joint UHSD	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Garden Grove Unified	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Huntington Beach City	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Huntington Beach UHSD	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Irvine Unified	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Laguna Beach Unified	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
La Habra City	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Los Alamitos Unified	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Lowell Joint Elementary	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Magnolia Elementary	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Newport-Mesa Unified	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Ocean View Elementary	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Orange Unified	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Placentia-Yorba Linda	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Saddleback Unified	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Santa Ana Unified	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Savanna Elementary	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Tustin Unified	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
Westminster Elementary	R1, R2, R3, R4, R5, R6, R7, R8, R9, R10, R11, R12, R13
City of Anaheim	R1, R3, R4, R12
City of Costa Mesa	R1, R3, R4, R12
City of Fountain Valley	R1, R3, R4, R12
City of Fullerton	R1, R3, R4, R12
City of Garden Grove	R1, R3, R4, R12
City of Huntington Beach	R1, R3, R4, R12
City of Irvine	R1, R3, R4, R12
City of Los Alamitos	R1, R3, R4, R12
City of Newport Beach	R1, R3, R4, R12
City of Orange	R1, R3, R4, R12
O.C. Sheriff's Department	R1, R3, R4, R12

GLOSSARY

Active Shooter

The U.S. Department of Homeland Security defines an active shooter as *“an individual actively engaged in killing or attempting to kill people in a confined and populated area... in most cases, active shooters use firearms and there is no pattern or method to this selection of victims.”*

AI Artificial Intelligence

The simulation of human intelligence in machines that can learn and problem solve.

Casualty Care Program

Teaches fundamentals of casualty care including how to treat casualty victims, what steps to take to prevent loss of life, and how to save lives while under active fire, among other topics.

CDC

U.S. Centers for Disease Control and Prevention-The national public health agency of the United States.

CDE

California Department of Education

CHDS

Center for Homeland Defense and Security-Develops programs and resources to advance the study of homeland security research, scholarship, and professional disciplines to enhance U.S. National Security and Safety.

CHP

COPS Hiring Program-A competitive grant program sponsored by the U.S. Department of Justice to provide funding directly to law enforcement agencies to hire additional career law enforcement officers to increase community policing capabilities and crime prevention.

COPS

Community Oriented Policing Services-Part of the U.S. Department of Justice that is responsible for advancing the practice of community policing through various means such as competitive grants.

CSSP

Comprehensive School Safety Plans-Sections 32280-32289 of the California Education Code requires that all public school districts develop policies and procedures in response to common safety issues, including violence.

CSTAG

The Comprehensive School Threat Assessment Guidelines, originally known as the Virginia Student Threat Assessment Guidelines, is an evidence-based model for schools to use in conducting threat assessments of students.

DEE

Distance, Evade, Engage or Deny, Evade, Engage-Language used to describe how individuals/groups should respond to an active shooter situation.

DOJ

U.S. Department of Justice

DSO

District Safety Office-Term used by school districts to describe non-law enforcement personnel who help provide safety and security on school campuses.

FEMA

Federal Emergency Management Agency-Part of the Department of Homeland Security (DHS) that coordinates responses to disasters beyond the level states and local agencies can handle.

IES

Institutes of Educational Sciences-Independent, non-partisan, statistical research and evaluation arm of the U.S. Department of Education.

KFF

Kaiser Family Foundation-Non-profit organization dealing with health policy in the United States.

Lock-Bloc

Device used in many schools to ensure that a classroom or office door can be locked quickly in case of emergency.

NASRO

National Association of School Resource Officers-Professional organization serving the needs of School Resource Officers across the United States.

NTAC

National Threat and Assessment Center-Provides guidance and support to the United States Secret Service.

OCDE

Orange County Department of Education

OCIAAC

Orange County Intelligence Assessment Center-Provides an integrated, multi-disciplined, informational and intelligence sharing network to collect, analyze and disseminate information on all criminal risks and safety threats to law enforcement, fire, health, private, and public sector stakeholders in a timely manner in order to protect residents, visitors, and critical infrastructure while ensuring the civil rights and civil liberties of all persons are recognized.

OCSD

Orange County Sheriff's Department

PASS

Preparing for Active Shooter Situations-Program from the U.S. Department of Justice designed to meet the goals of COPS by offering 'scenario-based' courses designed to counter active shooters.

RAPTOR System

A company founded in 2002 that has partnered with many school districts in the U.S., to provide integrated visitor management systems.

RHF

Run, Hide, Fight-Language used to describe how individuals/groups should respond to an active shooter situation.

SAVD-SS

School-Associated Violent Death Surveillance System-Sponsored by the CDC, providing the most recent details available on school associated violent deaths while helping to inform efforts to prevent school violence.

SMART

School Mobile Assessment and Resource Team-Part of the OCSD, this group works with school officials to address situations and incidents related to violence, threats, possession of or use of weapons, unstable behaviors, and suicidal tendencies by students.

SRO

School Resource Officer-Sworn law enforcement officers responsible for safety and crime prevention in schools who are employed by local police or sheriff departments and work closely with school administrators.

SRP

Standard Response Protocol-Provides consistent, clear shared language and actions among all student, staff and first responders which can be applied in any emergency.

SVPP

School Violence Prevention Program-Grants given to states and local agencies to improve safety and security on school campuses.

SWAT

Special Weapons and Tactics-A designated law enforcement team whose members are recruited, selected, trained, equipped, and assigned to resolve critical incidents involving a threat to public safety which would otherwise exceed the capabilities of local law enforcement departments.

Table-Top Exercises

An informal discussion-based session in which a team discusses their roles and responses during an emergency, walking through one or more scenarios.

TECC

Tactical Emergency Casualty Care-Based on military response to casualty care.

USDE

U.S. Department of Education

USSS

United States Secret Service

VMS

Visitor Management System-Used to control access to school campuses.

WETIP

Strives to be the most effective anonymous citizen's crime reporting resource, providing intelligence and information to local, state, and federal authorities.

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APPENDICES

Appendix A

Active Shooter Incidents in U.S. Schools Since 1999* (Material from Wikipedia)

Date	Location	School	Deaths	Injuries
3/27/2023	Nashville, TN	Covenant School	6	0
3/22/2023	Denver, CO	East High	0	2
2/13/2023	East Lansing, MI	Michigan State Univ.	5	9
12/8/2022	Tallahassee, FL	Florida A & M Univ.	1	4
11/13/2022	Charlottesville, VA	University of VA	3	2
10/24/2022	St. Louis, MO	Central V & P High	3	7
5/24/2022	Uvalde, TX	Robb Elementary	22	18
11/30/2022	Oxford, MI	Oxford High	4	7
11/14/2019	Santa Clara, CA	Saugus High	3	3
5/18/2018	Santa Fe, NM	Santa Fe High	10	14
2/14/2018	Parkland, FL	Stoneman-Douglas High	17	17
1/23/2018	Benton, KY	Marshall County High	2	16
12/7/2017	Aztec, NM	Aztec High	3	0
4/10/2017	San Bernardino, CA	North Park Elementary	3	1
9/28/2016	Townville, SC	Townville Elementary	2	3
12/12/2014	Portland, OR	Rosemary Anderson High	0	4
10/24/2014	Marysville, WN	Marysville Pilchuck High	5	1
12/14/2012	Newtown, CT	Sandy Hook Elementary	28	2
2/27/2012	Chardon, OH	Chardon High	3	3
10/2/2006	Bart Township, PA	West Nickel Mines Elem.	6	5
4/14/2003	New Orleans, LA	John Mc Donogh High	1	3
3/5/2001	Santee, CA	Santana High	2	13
5/20/1999	Conyers, GA	Heritage High	0	6
4/20/1999	Littleton, CO	Columbine High	15	24

*Does not include shootings such as by gangs, or revenge shootings around a school or on streets or parking lots near a school.

Appendix B

Comprehensive School Safety Plans

Best practice considerations and resources for reviewing and approving plans.

On September 27, 2018, Governor Brown signed into law Assembly Bill 1747-School Safety Plans. You will find AB 1747 in the California Legislative Information web page. Key provisions of California *Education Code (EC)* include requiring local educational agencies (LEAs) and the California Department of Education (CDE) to include and post requirements for new content and procedures in the Comprehensive School Safety Plans (CSSPs), which have been implemented.

The law requires the California Department of Education (CDE) to develop and post on its website best practices for reviewing and approving school safety plans. In 2020–21 the CDE implemented a statewide survey of local educational agencies (LEAs), school safety administrators, and stakeholders to gather information on current practices, challenges, and resources to assist in developing this content. The state and federal guidance and resources below are provided to assist LEAs in reviewing and approving Comprehensive School Safety Plans (CSSPs). Guidance includes recommendations from the California State Auditor (CSA) Report 2016-136 School Violence Prevention. The CSA Report 2016-136 School Violence Prevention can be found on the CSA's web page.

Background

The California Constitution guarantees California children the right to attend public schools that are safe, secure, and peaceful. The CDE, public school districts, county offices of education (COEs), and schools and their personnel are responsible for creating learning environments that are safe and secure. First responders, community partners, and families play an essential role, as well. Schools must be prepared to respond to emergencies including natural and man-made hazards and strive to prevent violence and behavior issues that undermine safety and security. CSSPs include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on the school campus and aspects of social, emotional, and physical safety for both youth and adults.

California Education Code Sections 32280–32289.5: Comprehensive School Safety Plans

California *Education Code (EC)* Section 32281(a) requires every kindergarten through grade twelve school, public and public charter, including community and court schools, to develop and maintain a CSSP designed to address campus risks, prepare for emergencies, and create a safe, secure learning environment for students and school

personnel. In a school district with fewer than 2,501 units of average daily attendance, there may be one CSSP for all schools within the district.

The law requires designated stakeholders to annually engage in a systematic planning process to develop strategies and policies to prevent and respond to potential incidents involving emergencies, natural and other disasters, hate crimes, violence, active assailants/intruders, bullying and cyberbullying, discrimination and harassment, child abuse and neglect, discipline, suspension and expulsion, and other safety aspects.

Schools, districts, and COEs all play a role in effective school safety planning and are responsible for familiarity with, and fulfillment of, applicable requirements of EC sections 32280-32289.5.

Timeline for the Comprehensive School Safety Plan

The law requires that each school update and adopt its CSSP by March 1 annually. It requires that the school district or COE approve CSSPs. *EC* does not specify a date by which the safety plan must be approved by the district; however, the school district or COE must annually notify the CDE by October 15 of any school(s) that have not complied with requirements.

Effective school safety planning must be a dynamic, ongoing process with plans being reviewed and evaluated regularly, and after critical incidents.

For full section from CDE website, go to:

Comprehensive School Safety Plans - Violence Prevention (CA Dept of Education)
<https://www.cde.ca.gov/ls/ss/vp/cssp.asp>

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Appendix C



Orange County Sheriff's Department School Resource Officer Program Active Shooter Tabletop Exercise

Situation Manual

Date: Tuesday, December 6, 2022

This Situation Manual (SitMan) provides exercise participants with all the necessary tools for their roles in the exercise. Some exercise material is intended for the exclusive use of exercise planners, facilitators, and evaluators, but players may view other materials that are necessary to their performance. All exercise participants may view the SitMan.

1
For Exercise Use Only

EXERCISE AGENDA

Time	Activity
1300 – 1310	Welcome and Participant Briefing
1310 – 1335	Module One: Preparedness
1335 – 1400	Module Two: Incident Response
1400 – 1425	Module Three: Re-Unification
1425 – 1430	De-Brief
1430	Exercise End
*All times are approximate	

EXERCISE OVERVIEW

Exercise Name	School Active Shooter Tabletop Exercise
Exercise Date	Tuesday, December 6, 2022; 1300-1430
Scope	This one and a half hour facilitated exercise will feature discussion on the preparedness, coordination, and response of Law Enforcement resources in the response to an Active Shooter Incident.
Mission Area(s)	Prevention, Protection, and Response
Core Capabilities	<ul style="list-style-type: none"> • Screening, Search, and Detection • Operational Coordination • Interdiction and Disruption
Objectives	<ol style="list-style-type: none"> 1. Discuss current plans, policies and procedures for the potential mitigation of an active shooter in a school environment. 2. Evaluate plans to evacuate all affected areas, including notification of any evacuation, traffic control, security, student accountability, and operational coordination. 3. Discuss anticipated response from law enforcement and required communication between response agencies, schools, and the public.
Threat or Hazard	Active Shooter
Scenario	The scenario focuses on an active shooter affecting areas in southeastern Orange County. The scenario consists of three modules: Incident notification and initial response, incident expansion, and investigation.
Sponsor	<ul style="list-style-type: none"> • Orange County Sheriff's Department School Resource Officer Program

GENERAL INFORMATION

Participant Roles and Responsibilities

The term *participant* encompasses many groups of people. Groups of participants involved in the exercise, and their respective roles and responsibilities, are described below:

- **Players.** Players are personnel who have an active role in discussing or performing their regular roles and responsibilities during the exercise. Players discuss or initiate actions in response to the exercise scenario.
- **Observers.** Observers do not directly participate in the exercise. They may support the development of player responses to the situation during the discussion by providing subject matter expertise and asking relevant questions.
- **Facilitators.** Facilitators provide situation updates and moderate discussions. They keep the discussions focused on the objectives, prevent distractions, and keep the exercise on schedule. Facilitators may also provide additional information or resolve questions as required. Key Exercise Planning Team members also may assist with facilitation as subject matter experts (SMEs) during the exercise.

Exercise Structure

This exercise will be a discussion-based, facilitated exercise. Players will participate in the following modules:

- Module One: Preparedness
- Module Two: Incident Response
- Module Three: Re-Unification

Each module begins with a summary of key events. After the updates, participants will review the situation and engage in discussions of appropriate response issues.

Exercise Guidelines

- The scenario and exercise design is a collaboration between all stakeholders.
- This exercise will be held in an open, low-stress, no-fault environment. Participants should expect varying viewpoints, even disagreements.
- Respond to the scenario using your knowledge of current plans and capabilities and insights derived from your understanding of plans, policies, and procedures.
- Decisions are not precedent setting and may not reflect your organization's final position on a given issue. This exercise is an opportunity to discuss and present multiple options and possible solutions.
- Issue identification is not as valuable as suggestions and recommendations that could improve response and recovery efforts. Exercise participants will benefit most when they focus on problem solving efforts.

Exercise Assumptions and Artificialities

In any exercise, assumptions and artificialities will be necessary to complete play in the time allotted. Although everyone may not agree with exactly how the scenario is presented, they will benefit most when they leverage the scenario as the driver to stimulate their discussions and inputs. During this exercise, the following apply:

- The scenario for this exercise is artificial.
- The exercise is conducted in a no-fault learning environment wherein capabilities, plans, systems, and processes will be evaluated (not the participants).
- The exercise scenario is plausible.
- There are neither “hidden agendas” nor any “trick questions.”
- All players receive information at the same time.

Appendix D

Department of Homeland Security School Safety Assessment Checklist

The survey includes the following seven primary topic areas:

(1) *Security – Emergency Management: Security management refers to the people, plans, and procedures that a K-12 school has in place to deal with security issues, including but not limited to active-shooter issues. Factors that contribute to the effectiveness of security and emergency management efforts at schools include the designation of a security manager; existence of security and emergency operations plans; commitment to training and exercises on these plans; procedures for handling suspicious objects; and engaging in preparedness and security working groups with external partners. Schools may use different names for a security plan or incorporate elements of a security plan into broader emergency operations plans, which outline the school's approach to operations before, during, and after an emergency. Understanding which activities occur at an individual school level and which activities occur at the school district level are important considerations for K-12 school personnel to factor into their security and emergency management practices.*

(2) *Security Force: A security force is a group of school employees or contractors whose sole responsibilities are to provide security at a school. A security force does not include general school personnel who are trained in security awareness (i.e., observe and report) in addition to their regular duties. Security forces at schools may include school resource officers (SROs), who are sworn law enforcement officers responsible for safety and crime prevention in schools. A local police department, sheriff's agency, or school system typically employs SROs who work closely with school administrators in an effort to create a safer environment. The responsibilities of SROs are similar to regular police officers in that they have the ability to make arrests, respond to calls for service, and document incidents that occur within their jurisdiction. Some schools may have a dedicated SRO who is assigned full-time to an individual school. Other schools may have SROs who balance responsibilities at multiple schools within a district. Other models may involve full- or part-time private security personnel serving in security force roles, or school officials serving in multiple roles that include but are not limited to security. In this section, a school is considered to have security force only if it has people whose sole responsibilities are to provide security.*

(3) *Entry Control: Controlling how and when faculty, staff, students, and visitors can access school buildings and grounds is considered an effective mechanism for protecting against different threats, including active shooters. These controls can include minimizing the number of points of entry, requiring identification, or conducting searches. However, these entry controls may sometimes run counter to the overarching objective of creating an open learning environment at K-12*

schools. Entry controls are part of the broader layers of defense that schools have in place to enhance security. These layers of protective measures are deployed in concentric circles around a school, starting at the outer perimeter and moving inward to areas with the greatest need for protection. Entry controls can help deter individuals from initiating violent attacks, detect attacks earlier at a safe distance, and delay attackers from reaching vulnerable and/or highly populated locations.

4) Fencing and Gates: Fences are barriers enclosing or bordering a school that are used to prevent entrance, contain people to particular areas, or mark a boundary. Gates are openings in that perimeter that allow people or vehicles to pass through at controlled points of entry. Together, fences and gates are part of the broader layers of defense that schools have in place to protect against a spectrum of security issues, including but not limited to active shooters. These layers of protective measures are deployed in concentric circles around a school, starting at the outer perimeter and moving inward to areas with the greatest need for protection. Often fences are installed at a school for the purpose of protecting people and property from harm or damage from playground or sports items. These sections of fence may serve dual purposes of security and protection. However, when looking at fence lines, school officials should consider all sections of the fence, not just the tallest, newest, or what appears to be most secure. Areas where a person could easily penetrate the fence line and access the property are also important to evaluate. Fences and gates may deter or delay active-shooter intrusion. Fence construction may include different materials (e.g., chain link, wood, wrought iron, plastic), heights, anchoring, and other features (e.g., barbed wire along the top, privacy screening, outriggers). Similarly, gates can apply to vehicles and pedestrians and may include moveable bollards, roller or slide gates, swing gates, or turnstiles, among other construction options. It is understood that use of fences or gates is simply not practical in many locations. In that case, the building envelope, in particular windows and doors and the entry control process are the primary elements to deter or delay.

(5) Parking and Barriers: Parking and barriers are part of the broader layers of defense that schools have in place to enhance security. These security measures may be considered more relevant to explosive threats (i.e., where standoff distance is important) or vehicle ramming threats (i.e., where high-speed avenues of approach are a concern). However, parking controls and barriers can also help deter individuals from initiating armed attacks; detect these attacks earlier at a safe distance; and delay attackers from reaching vulnerable and/or highly populated locations on school grounds. Monitoring parking areas for suspicious or illegal vehicle placement can include viewing the parking area via security cameras, requiring onsite security personnel to conduct patrols, or maintaining incidental visual contact through windows. Vehicle screening processes may also uncover weapons that individuals plan to use in active-shooter attacks.

(6) Building Envelope: Building envelope is the exterior face of a school building, including walls, roof, windows, and doors. The building envelope provides a significant layer of defense but also includes notable vulnerabilities (i.e., doors, windows) that are important to consider for physical security. Construction materials for doors and windows in particular influence the effectiveness of these features in deterring, delaying, or denying active-shooter attacks. For doors, options include metal- or wood-framed glass; solid- or hollow-core wood; fire-rated steel or aluminum; hollow steel; metal clad; or blast-resistant. Windows may include tempered glass; wire-reinforced glass; laminated glass; bullet-proof glass; and blast-resistant safety films. Access to utilities and fire alarms are important physical security considerations in active-shooter situations because attackers can coopt these features to create diversions or complicate response efforts. Portable buildings that are used for classrooms often add unique challenges. Portable buildings or temporary structures used for classrooms often do not have the same construction features as the primary building. Thus, windows and doors will not have the same level of security. Often the portable buildings are located in unsecured areas that provide easy access to an attacker. If a school has portable buildings and eliminating their use is not practical, additional security measures are often necessary, including increased monitoring, assigned security personnel, retrofitting doors and locks, or ballistic protection on the windows. Securing these school building features as part of steady-state efforts may deter attackers from attempting to exploit them.

7) CCV – VSS: CCV and video surveillance systems (VSS) are electronic systems of cameras, control equipment, recorders, and related apparatus used for surveillance or alarm assessment. These systems can help deter individuals from initiating armed attacks and detect these attacks earlier at a safe distance. CCV/VSS technology options include a range of technologies (i.e., digital or analog, fiber or wireless transmission) and features (i.e., color or black-and-white video, adjustable side-to-side or up-and-down movement of cameras, wide-angle or zoom views). They also can include software that helps identify anomalies and ultimately the ability of users to identify suspicious behaviors. Schools may have dedicated security staff who monitor these systems in real time, or they may only view recorded information in response to specific incidents or inquiries. Following an incident, CCV/VSS data can provide valuable forensic information that first responders can use in response efforts and follow-on investigations. Surveillance cameras can be used to monitor common areas that are not within the normal view of teachers, administrators, or security personnel. Video surveillance can also streamline access control procedures, allowing administrative or security personnel to monitor and control locked entrances remotely when used with intercoms and remote control door locks, if practical.

Access to full school survey:

School Security Assessment Tool (SSAT) | CISA (<https://www.cisa.gov/school-security-assessment-tool>)

Appendix E

**2022-2023 Orange County Grand Jury
School Safety Questionnaire
For Public Schools**

Mailing Address: OC Grand Jury, 700 W Civic Center Dr, Santa Ana, CA 92701
e-mail Address: grandjurysupport@occourts.org

Admonition: This correspondence and your response to it are strictly confidential. This confidential document may only be discussed with those individuals responsible for or needed to answer the survey questions. This means that the contents of this survey and your answers are not to be released to the public or shared with anyone not directly involved in responding without the prior written authorization of the Orange County Superior Court or Orange County Grand Jury. The Grand Jury assures you that it will maintain the confidentiality of site-specific information provided in each response, will not publicly disclose anything that could lead to the identity of any respondents, and thanks you in advance for your cooperation.

School District: _____
 Public School: _____
 Grade Levels: _____ Enrollment: _____
 Respondent's Name and Title: _____
 Phone Number: _____ e-mail: _____
 Response Date: _____

Note: If more room is required to provide the requested information, you may include an additional document numbered to indicate the question.

1. Does your school have a Comprehensive School Safety Plan (CSSP)?	<input type="checkbox"/> Yes <input type="checkbox"/> No (also select 'Other' and explain) <input type="checkbox"/> Other (please explain): _____
2. How often is the CSSP updated and approved?	<input type="checkbox"/> Annual <input type="checkbox"/> Other (please explain) _____
3. Does your school perform a Safety Assessment as part of the CSSP development process?	<input type="checkbox"/> Yes <input type="checkbox"/> Other (please explain) _____
4. Does your school have a written policy (or policies) and/or procedure(s) regarding visitor access to your school campus during school hours?	<input type="checkbox"/> Yes <input type="checkbox"/> District Policy Only <input type="checkbox"/> No

Please submit your CSSP, Safety Assessment, and all School Safety policies and procedures to the Grand Jury, preferably electronically to the e-mail address: grandjurysupport@occourts.org near the top of this page, including policies and procedures that address approved visitor lists, visitor rules and protocols, intruders or unauthorized persons and response protocols, active shooter protocols, lockdowns, evacuations, student release and other related topics.

<p>5. Who is responsible for campus access policy development, periodic reviews, approval, and/or training? (Check all that apply)</p>	<p> <input type="checkbox"/> Principal <input type="checkbox"/> Additional School Administrators <input type="checkbox"/> District Superintendent <input type="checkbox"/> District Administrators and/or Staff <input type="checkbox"/> School Board <input type="checkbox"/> Crisis Team Leaders <input type="checkbox"/> School Site Council <input type="checkbox"/> Local Law Enforcement <input type="checkbox"/> Outside Consultants <input type="checkbox"/> Other (please list) _____ </p>
<p>6. A printed or electronic copy of the campus access policy is distributed to: (Check all that apply)</p>	<p> <input type="checkbox"/> District Administrators <input type="checkbox"/> School Administrators <input type="checkbox"/> Teachers <input type="checkbox"/> Substitute Teachers <input type="checkbox"/> Support Staff <input type="checkbox"/> Maintenance Staff <input type="checkbox"/> Parents <input type="checkbox"/> Students <input type="checkbox"/> School Volunteers <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Other (please list) _____ </p>
<p>7. The campus access policy is available in the following languages: (Check all that apply)</p>	<p> <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Vietnamese <input type="checkbox"/> Korean <input type="checkbox"/> Other (please list) _____ </p>
<p>8. What funding sources has your school utilized to finance school safety improvements?</p>	<p> <input type="checkbox"/> Bond Issue(s) <input type="checkbox"/> Federal Funds/Grants <input type="checkbox"/> State Funds/Grants <input type="checkbox"/> Fundraisers <input type="checkbox"/> Philanthropic Entities/Donations <input type="checkbox"/> Other _____ </p>

SCHOOL SHOOTINGS: HOW PREPARED ARE OC PUBLIC SCHOOLS

<p>9. What are the attributes of the fence installed around your school? (Check all that apply)</p>	<p><input type="checkbox"/> Ten feet and higher <input type="checkbox"/> Eight to ten feet <input type="checkbox"/> Six to eight feet <input type="checkbox"/> Less than six feet <input type="checkbox"/> Single point of entry <input type="checkbox"/> Multiple points of entry with locking gates <input type="checkbox"/> Multiple points of entry (no gates) <input type="checkbox"/> No fence</p>
<p>10. Who receives training regarding visitor/ intruder access to your campus? (Check all that apply)</p>	<p><input type="checkbox"/> District Administrators <input type="checkbox"/> School Administrators <input type="checkbox"/> Teachers <input type="checkbox"/> Substitute Teachers <input type="checkbox"/> Support Staff <input type="checkbox"/> Maintenance Staff <input type="checkbox"/> Parents <input type="checkbox"/> Students <input type="checkbox"/> School Volunteers <input type="checkbox"/> Other (please list) _____</p>
<p>11. How often is intruder response training provided? (Check all that apply)</p>	<p><input type="checkbox"/> Periodically <input type="checkbox"/> Annually <input type="checkbox"/> Start of Semester/Semi-annually <input type="checkbox"/> Start of Quarter/Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> New Hire/Staff Transfers (including Teachers) <input type="checkbox"/> Other (please explain) _____</p>
<p>12. Does your campus conduct active drills for intruders?</p>	<p><input type="checkbox"/> Yes – Only campus personnel <input type="checkbox"/> Yes – Campus personnel and students <input type="checkbox"/> Yes – Campus personnel and law enforcement <input type="checkbox"/> Yes – Campus personnel, students, and law enforcement <input type="checkbox"/> No</p>
<p>13. Is there a system in place to alert the entire campus about the presence of intruders?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No – Only partial (please explain): _____ <input type="checkbox"/> No (please explain) _____</p>
<p>14. Are intruder incident reports prepared and filed with law enforcement?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>15. Are intruder logs submitted periodically to the school district?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

SCHOOL SHOOTINGS: HOW PREPARED ARE OC PUBLIC SCHOOLS

16. Are intruder events shared with other schools in Orange County?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17. Are intruder events shared with other schools in the state?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. Can classroom doors be locked from inside the classroom?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. Can office, gymnasium, auditorium, and cafeteria doors be locked from inside?	<input type="checkbox"/> Yes <input type="checkbox"/> Some (please list _____) <input type="checkbox"/> No
20. Can classrooms be locked from a central location, such as the main office?	<input type="checkbox"/> Yes <input type="checkbox"/> No
21. Is there video surveillance of the campus?	<input type="checkbox"/> Yes (check all that apply) <input type="checkbox"/> Exteriors <input type="checkbox"/> Offices <input type="checkbox"/> Hallways <input type="checkbox"/> Classrooms <input type="checkbox"/> Auditorium/Theatre <input type="checkbox"/> Gymnasium <input type="checkbox"/> Cafeteria <input type="checkbox"/> Other (please list) _____ <input type="checkbox"/> No
22. How does staff distinguish between students and non-students of similar age?	Please explain: _____ _____ _____
23. Whom does your school allow onto campus other than students and staff during the school day? (Check all that apply)	<input type="checkbox"/> Parent/Guardian/Family of Student <input type="checkbox"/> School Volunteers <input type="checkbox"/> Vendors <input type="checkbox"/> Contractors <input type="checkbox"/> Delivery Personnel <input type="checkbox"/> Family of Staff <input type="checkbox"/> Other (please list) _____
24. Does your campus utilize Raptor or another identity verification system for visitors?	<input type="checkbox"/> Yes, Raptor (Skip to 28) <input type="checkbox"/> Other (please list) _____ <input type="checkbox"/> No
25. Are visitors required to show picture identification and sign in at the main office?	<input type="checkbox"/> Yes <input type="checkbox"/> No

SCHOOL SHOOTINGS: HOW PREPARED ARE OC PUBLIC SCHOOLS

26. What information is included on temporary visitor badges? (Check all that apply)	<input type="checkbox"/> Name <input type="checkbox"/> Date <input type="checkbox"/> Destination on campus <input type="checkbox"/> Other (please list _____)
27. Are logs maintained of all visitors to your campus?	<input type="checkbox"/> Yes <input type="checkbox"/> No
28. Who is required to wear a visible temporary visitor's badge? (Check all that apply)	<input type="checkbox"/> Parent/Guardian/Family of Student <input type="checkbox"/> School Volunteers <input type="checkbox"/> Vendors <input type="checkbox"/> Contractors <input type="checkbox"/> Delivery Personnel <input type="checkbox"/> Family of Staff <input type="checkbox"/> Other (please list _____)
29. Are visitors required to sign out and surrender temporary visitor badges when leaving the campus?	<input type="checkbox"/> Yes, always <input type="checkbox"/> Yes, sometimes (please explain) _____ <input type="checkbox"/> No (please explain _____)
30. Who is required to wear a photo identification badge while on campus during the school day? (Check all that apply)	<input type="checkbox"/> District Administrators <input type="checkbox"/> School Administrators <input type="checkbox"/> Teachers <input type="checkbox"/> Substitute Teachers <input type="checkbox"/> Support Staff <input type="checkbox"/> Maintenance <input type="checkbox"/> Parents <input type="checkbox"/> Students <input type="checkbox"/> School Volunteers <input type="checkbox"/> Other (please list _____)
31. Does your school allow any visitors onto campus without signing in during the school day?	<input type="checkbox"/> No <input type="checkbox"/> Yes (please explain) _____ _____ _____
32. If a visitor accesses the campus without checking in, how is the visitor located, tracked, and identified?	Please explain: _____ _____ _____ _____
33. Who is equipped with two-way communication devices? (Check all that apply)	<input type="checkbox"/> School Administrators <input type="checkbox"/> School Staff <input type="checkbox"/> Teachers <input type="checkbox"/> Substitute Teachers <input type="checkbox"/> Maintenance Staff <input type="checkbox"/> Coaches <input type="checkbox"/> Other _____

SCHOOL SHOOTINGS: HOW PREPARED ARE OC PUBLIC SCHOOLS

34. Is there a policy in place to alert the office staff about school employees or family members of students with active restraining orders?	<input type="checkbox"/> Yes <input type="checkbox"/> No (please explain) _____ _____ _____
35. Is there a procedure in place that encourages the reporting of weaknesses or failures in any campus security systems?	<input type="checkbox"/> Yes <input type="checkbox"/> No
36. What are your biggest concerns regarding your ability to secure your school campus from outside intrusion?	Please explain: _____ _____ _____
37. Does your school have a Wellness Program on campus to identify students who may be in crisis and provide behavioral and mental health support to prevent the crisis from becoming violent?	<input type="checkbox"/> No <input type="checkbox"/> Yes (please describe): _____ _____ _____ _____
38. If your school was granted additional funding for security, how would the school use it?	Please explain: _____ _____ _____
39. Are there any other security measures in place at your school that were not revealed in prior questions and answers?	<input type="checkbox"/> Yes (please explain): _____ _____ <input type="checkbox"/> No
40. Is there anything else about your school's security that you wish the Grand Jury to know?	<input type="checkbox"/> Yes (please explain): _____ _____ <input type="checkbox"/> No
41. Please provide the names and contact information of anyone else to whom the Grand Jury may reach out to, other than those identified in Question 2, should it have additional or follow-up questions:	Please list: _____ _____ _____ _____ _____

CONFIDENTIAL

CONFIDENTIAL

California Penal Code Sections §933 and §933.05

[NOTE: to reduce grand jury requests for additional response information, the grand jury has **bolded** those words in §933.05 which should be appropriately included in a response]

- §933 (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.
- (b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.
- (c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.
- (d) As used in this section "agency" includes a department.

- §933.05 (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent **agrees** with the finding.
 - (2) The respondent **disagrees wholly or partially** with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation **has been implemented**, with a summary regarding the implemented action.
 - (2) The recommendation **has not yet been implemented, but will be implemented** in the future, with a **timeframe** for implementation.
 - (3) The recommendation **requires further analysis**, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation **will not be implemented** because it is not warranted or is not reasonable, with an explanation therefor.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.



CITY OF GARDEN GROVE

July 12, 2023

The Honorable Maria Hernandez
Presiding Judge of the Superior Court of California
County of Orange
700 Civic Center Drive West
Santa Ana, CA 92701

RE: Response to the 2022-2023 Grand Jury Report, *School Shooting: How Prepared are Orange County Public Schools?*

Dear Judge Hernandez,

In accordance with Penal Code 933.05(a) and (b), the City of Garden Grove submits the following response to the report, findings, and recommendations of the 2022-2023 Grand Jury Report, *School Shooting: How Prepared are Orange County Public Schools?*

FINDINGS

F1. Law Enforcement, First Responders, and other stakeholders have demonstrated a strong interest in working cooperatively with Orange County Public Schools to mitigate the risk of an active shooter incident: establishment of MOUs between law enforcement and school districts would strengthen this cooperation.

Response: The City of Garden Grove agrees with the above finding. The City of Garden Grove is fully committed to collaborating with the Garden Grove Unified School District, Westminster School District and Orange Unified School District.

In June 2019, the City executed a Memorandum of Understanding with the Garden Grove Unified School District. The Garden Grove Unified School District currently funds two full time School Resource Officers with additional funding added this month to add one additional officer bringing the total number of funded officers to three. In total, The City of Garden Grove will have six full time School Resource Officers for the coming school year.

The current sergeant overseeing the School Resource Officer program is also in constant contact with Orange Unified School District and the Westminster School District. Both those municipalities have schools within the city limits of Garden Grove.

F8. School Resource Officers (SROs) are a valuable asset for school safety, yet many cities/districts do not allocate sufficient funds to hire needed officers.

Response: The City of Garden Grove agrees with the above finding.

RECOMMENDATIONS

R1. Each Orange County School District should arrange for local law enforcement to do an annual safety inspection of each school. The written safety checklist should include an audit of the integrity of site boundaries and a review of safety plans and policies. This annual safety audit should comment with the 2023-24 school year by October 1, 2023, and annually thereafter. (F1,F10,F11)

Response: The recommendation has been implemented. Safety inspections of each school has been implemented for several years now and continues each new school year. The audits are completed with school resource officers and administrative staff at each school site.

R3. Each Orange County School District, in conjunction with law enforcement, should develop and implement tabletop exercises to be conducted in district schools by December 31, 2023 and annually thereafter.(F2)

Response: The recommendation has been implemented. During the 2022-2023 school year, all school site administrators and additional staff were taught the CSTAG (Comprehensive School Threat Assessment Guidelines) threat assessment model. A large portion of the course were table top exercises related to threats to school sites.

R4. Each Orange County School District should work with local law enforcement to plan and conduct district-wide active shooter drill by July 1, 2023 and at least every other year thereafter. (F2)

Response: The recommendation has been implemented. This recommendation was completed in January of 2023 for all Garden Grove Unified School District Administrators. The drill utilized multiple officers from Garden Grove along with critical care being demonstrated by multiple members of The Orange County Fire Authority. The City is fully committed to continuing our collaboration with the Garden Grove Unified School District and its fellow municipalities by holding bi-annual district wide active shooter drills.

R12. Each Orange County School Districts should assess the need for SRO's or additional SRO's, reaching out to facilitate funding by July 1, 2024. (F8)

Response: The recommendation has been implemented. In June 2019, the City executed a Memorandum of Understanding with the Garden Grove Unified School District. The Garden Grove Unified School District currently funds two full time School Resource Officers with additional funding added this month to add one additional officer bringing the total number of funded officers to three. In total, The City of Garden Grove will have six full time School Resource Officers for the coming school year.

Respectfully Submitted,

Steven R. Jones
Mayor of Garden Grove

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize issuance of a purchase order to National Auto Fleet Group for three (3) new Police Department vehicles. (Cost: \$143,779.53) (Action Item)		
		Date:	8/22/2023

OBJECTIVE

To secure City Council authorization to purchase three (3) new Police Department vehicles from National Auto Fleet Group through the Sourcewell competitive bid program, Contract #091521-NAF.

BACKGROUND

The Public Works Department has three (3) Police Department vehicles that currently meet the City's guidelines for replacement, and replacements were approved through the FY2023-24 budget process. The vehicles being replaced are a 2013 Ford Explorer patrol vehicle with 95,000 miles VIN# 1FN5K8AR7EGA14404, a 2008 Ford Fusion with 64,000 miles, VIN# 3FAHP08188R220645, and a 2012 Hyundai Sonata with 113,633 miles, VIN# 5NPEC4AC0CH501121.

DISCUSSION

Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment. Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #091521-NAF. The results deemed National Auto Fleet Group as the lowest responsive bid. Total costs for the replacement of the three (3) Police Department vehicles are \$143,779.53*.

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

The cost to replace the three Police Department vehicles identified above

is \$143,779.53. This amount is included in the adopted Fiscal Year 2023-24 Fleet Management Fund's operating budget. Surplus vehicles will be sold at public auction. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$143,779.53 to National Auto Fleet Group for the purchase of three (3) new Police Department vehicles.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
National Auto Fleet Group Quote (1) new vehicle	8/2/2023	Backup Material	NAFG_quote_Police_Department_patrol_vehicle.pdf
National Auto Fleet Group Quote (2) new vehicles	8/16/2023	Backup Material	NAFG_quote_2_Police_Department_vehicles.pdf



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

[855] 289-6572 • [831] 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/27/2023

Quote ID: **25083**

Order Cut Off Date: **TBA**

Mr Steve Sudduth
City of Garden Grove
11222 Acacia Parkway
Garden Grove, California, 92840

Dear Steve Sudduth,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Dodge Durango (WDEE75) Pursuit AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$45,780.00	\$43,895.82	4.116 %	\$1,884.18
Tax (8.7500 %)		\$3,840.88		
Tire fee		\$8.75		
Transportation		\$125.00		
Total		\$47,870.45		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497



Sourcewell Quote ID: 25083

Name

Mr Steve Sudduth

(714) 741-5390

stevesu@ci.garden-grove.ca.us

Organization Name

City of Garden Grove

Address

11222 Acacia Parkway

Garden Grove California

92840

Order Cut Off is TBA

Vehicle Configuration Options

ENGINE	
Code	Description
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS, (STD)
TRANSMISSION	
Code	Description
DFT	Transmission: 8-Speed Automatic (850RE), (STD)
WHEELS	
Code	Description
WP1	Wheels: 18" x 8.0" Painted Aluminum, -inc: steel spare wheel w/matching tire
PRIMARY PAINT	
Code	Description
PXJ	DB Black Clearcoat
SEAT TYPE	
Code	Description
C5X9	Black, Cloth Bucket Seats w/Shift Insert, -inc: cloth rear seat
AXLE RATIO	
Code	Description
DLK	3.45 Rear Axle Ratio, (STD)
GVWR	
Code	Description
Z6K	GVWR: 6,500 lbs, (STD)
CPOS PKG	
Code	Description
2BZ	Quick Order Package 2BZ, -inc: Engine: 3.6L V6 24V VVT UPG I w/ESS, Transmission: 8-Speed Automatic (850RE)
ADDITIONAL EQUIPMENT	
Code	Description
ADL	Skid Plate Group, -inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate
GXG	Entire Fleet Alike Key (FREQ 4), -inc: 4 additional key alike fobs / 8 total

2024 Fleet/Non-Retail Dodge Durango Pursuit AWD

WINDOW STICKER

2024 Dodge Durango Pursuit AWD		
CODE	MODEL	MSRP
WDEE75	2024 Dodge Durango Pursuit AWD	\$43,075.00
OPTIONS		
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS, (STD)	\$0.00
DFT	Transmission: 8-Speed Automatic (850RE), (STD)	\$0.00
WP1	Wheels: 18" x 8.0" Painted Aluminum, -inc: steel spare wheel w/matching tire	\$410.00
PXJ	DB Black Clearcoat	\$0.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert, -inc: cloth rear seat	\$0.00
DLK	3.45 Rear Axle Ratio, (STD)	\$0.00
Z6K	GVWR: 6,500 lbs, (STD)	\$0.00
2BZ	Quick Order Package 2BZ, -inc: Engine: 3.6L V6 24V VVT UPG I w/ESS, Transmission: 8-Speed Automatic (850RE)	\$0.00
ADL	Skid Plate Group, -inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate	\$350.00
GXG	Entire Fleet Alike Key (FREQ 4), -inc: 4 additional key alike fobs / 8 total	\$350.00
Please note selected options override standard equipment		
SUBTOTAL		\$44,185.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,595.00
TOTAL PRICE		\$45,780.00
Est City: 21 (2023) MPG Est Highway: 28 (2023) MPG Est Highway Cruising Range: 518.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
3.45 Rear Axle Ratio (STD)
GVWR: 6,500 lbs (STD)

EXTERIOR

Wheels: 18" x 8.0" Black Steel (STD)

TIRES

Tires: 255/60R18 On/Off Road

ADDITIONAL EQUIPMENT

50 State Emissions
Transmission w/Sequential Shift Control
Full-Time All-Wheel
Engine Oil Cooler
650CCA Maintenance-Free Battery w/Run Down Protection
220 Amp Alternator
Trailer Wiring Harness
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Police/Fire
1650# Maximum Payload
Nivomat Suspension
Front And Rear Anti-Roll Bars
Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
HD Suspension
Electric Power-Assist Speed-Sensing Steering
24.6 Gal. Fuel Tank
Single Stainless Steel Exhaust
Permanent Locking Hubs
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Wheels w/Chrome Hub Covers

Steel Spare Wheel
Compact Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent
Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent
Black Side Windows Trim
Body-Colored Door Handles
Chrome Bodyside Insert and Colored Wheel Well Trim
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Perimeter/Approach Lights
LED Brakelights
Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off
Laminated Glass
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System
Radio: Uconnect 4 w/8.4" Display
Streaming Audio
6 Speakers
GPS Antenna Input
Integrated Center Stack Radio
Integrated Voice Command w/Bluetooth
2 LCD Monitors In The Front
Front Seats w/Power 4-Way Driver Lumbar
12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support
4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat
60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Leather Steering Wheel
Front Cupholder

Rear Cupholder
Compass
Proximity Key For Doors And Push Button Start
Valet Function
Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Voice Activated Dual Zone Front Automatic Air Conditioning
Rear HVAC w/Separate Controls
HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts
Illuminated Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Leatherette/Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents
Full Cloth Headliner
Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Carpet Floor Trim
Full Vinyl/Rubber Floor Covering
Cargo Area Concealed Storage
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows
Google Android Auto
USB Host Flip
Apple CarPlay
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Front Center Armrest w/Storage and Rear Center Armrest
#7 Seat Foam Cushion

Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
Sentry Key Immobilizer
Air Filtration
3 12V DC Power Outlets
Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Blind Spot w/Trailer Detection Blind Spot
Collision Mitigation-Rear
ParkSense with Stop Rear Parking Sensors
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
ParkView Back-Up Camera



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/27/2023

Quote ID: **25082**

Order Cut Off Date: **TBA**

Mr Steve Sudduth
City of Garden Grove
11222 Acacia Parkway
Garden Grove, California, 92840

Dear Steve Sudduth,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2024 Ford Edge (K4J) ST-Line AWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$45,415.00	\$43,973.14	3.175 %	\$87,946.28	\$2,883.72
Tax (8.7500 %)		\$3,847.65		\$7,695.30	
Tire fee		\$8.75		\$17.50	
Transportation		\$125.00		\$250.00	
Total		\$47,954.54		\$95,909.08	

- per the attached specifications. Price includes 2 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497



Sourcewell Quote ID: 25082

Name

Mr Steve Sudduth

(714) 741-5390

stevesu@ci.garden-grove.ca.us

Organization Name

City of Garden Grove

Address

11222 Acacia Parkway

Garden Grove California

92840

Order Cut Off is TBA

Vehicle Configuration Options

ENGINE	
Code	Description
999	Engine: Twin-Scroll 2.0L EcoBoost, (STD)
TRANSMISSION	
Code	Description
448	Transmission: 8-Speed Automatic w/SelectShift, (STD)
PRIMARY PAINT	
Code	Description
M7	Carbonized Gray Metallic
SEAT TYPE	
Code	Description
WE	Ebony, ActiveX Seating Material Heated Bucket Seats, -inc: Miko inserts, 8-way power driver's seat (fore/aft, up/down, tilt, lumbar) w/power recline, 4-way power passenger seat (fore/aft, up/down) w/manual recline and 4-way manually adjustable (up/down, forward/back) head restraints
ADDITIONAL EQUIPMENT	
Code	Description
51Q	Mini Spare Wheel, -inc: Replaces tire inflator and sealant kit, Mini Spare Tire,
16W	Front & Rear Floor Liners w/Carpet Mats, -inc: standard front and rear carpeted floor mats
OPTION PACKAGE	
Code	Description
250A	Equipment Group 250A, -inc: Active Transmission Warm-Up

2024 Fleet/Non-Retail Ford Edge ST-Line AWD

WINDOW STICKER

2024 Ford Edge ST-Line AWD

CODE	MODEL	MSRP
K4J	2024 Ford Edge ST-Line AWD	\$43,620.00
OPTIONS		
999	Engine: Twin-Scroll 2.0L EcoBoost, (STD)	\$0.00
448	Transmission: 8-Speed Automatic w/SelectShift, (STD)	\$0.00
M7	Carbonized Gray Metallic	\$0.00
WE	Ebony, ActiveX Seating Material Heated Bucket Seats, -inc: Miko inserts, 8-way power driver's seat (fore/aft, up/down, tilt, lumbar) w/power recline, 4-way power passenger seat (fore/aft, up/down) w/manual recline and 4-way manually adjustable (up/down, forward/back) head restraints	\$0.00
51Q	Mini Spare Wheel, -inc: Replaces tire inflator and sealant kit, Mini Spare Tire,	\$100.00
16W	Front & Rear Floor Liners w/Carpet Mats, -inc: standard front and rear carpeted floor mats	\$200.00
250A	Equipment Group 250A, -inc: Active Transmission Warm-Up	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$43,920.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,495.00
TOTAL PRICE	\$45,415.00

Est City: 21 (2023) MPG
 Est Highway: 28 (2023) MPG
 Est Highway Cruising Range: 518.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: Twin-Scroll 2.0L EcoBoost -inc: auto start-stop technology (STD)

Transmission: 8-Speed Automatic w/SelectShift -inc: Active Transmission Warm-Up (STD)

TIRES

Tires: 245/50R20 All-Season

ADDITIONAL EQUIPMENT

50-State Emissions System
Automatic Full-Time All-Wheel
3.80 Axle Ratio
70-Amp/Hr 760CCA Maintenance-Free Battery w/Run Down Protection
GVWR: TBD
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
18.5 Gal. Fuel Tank
Quasi-Dual Stainless Steel Exhaust w/Chrome Tailpipe Finisher
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Brake Actuated Limited Slip Differential
Wheels: 20" Premium Gloss Black-Painted Aluminum
Tire Mobility Kit
Clearcoat Paint w/Badging
Body-Colored Front Bumper w/Black Bumper Insert
Body-Colored Rear Bumper w/Black Bumper Insert
Black Side Windows Trim and Black Front Windshield Trim
Body-Colored Door Handles
Body-Colored Bodyside Cladding and Rocker Panel Extensions
Body-Colored Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers

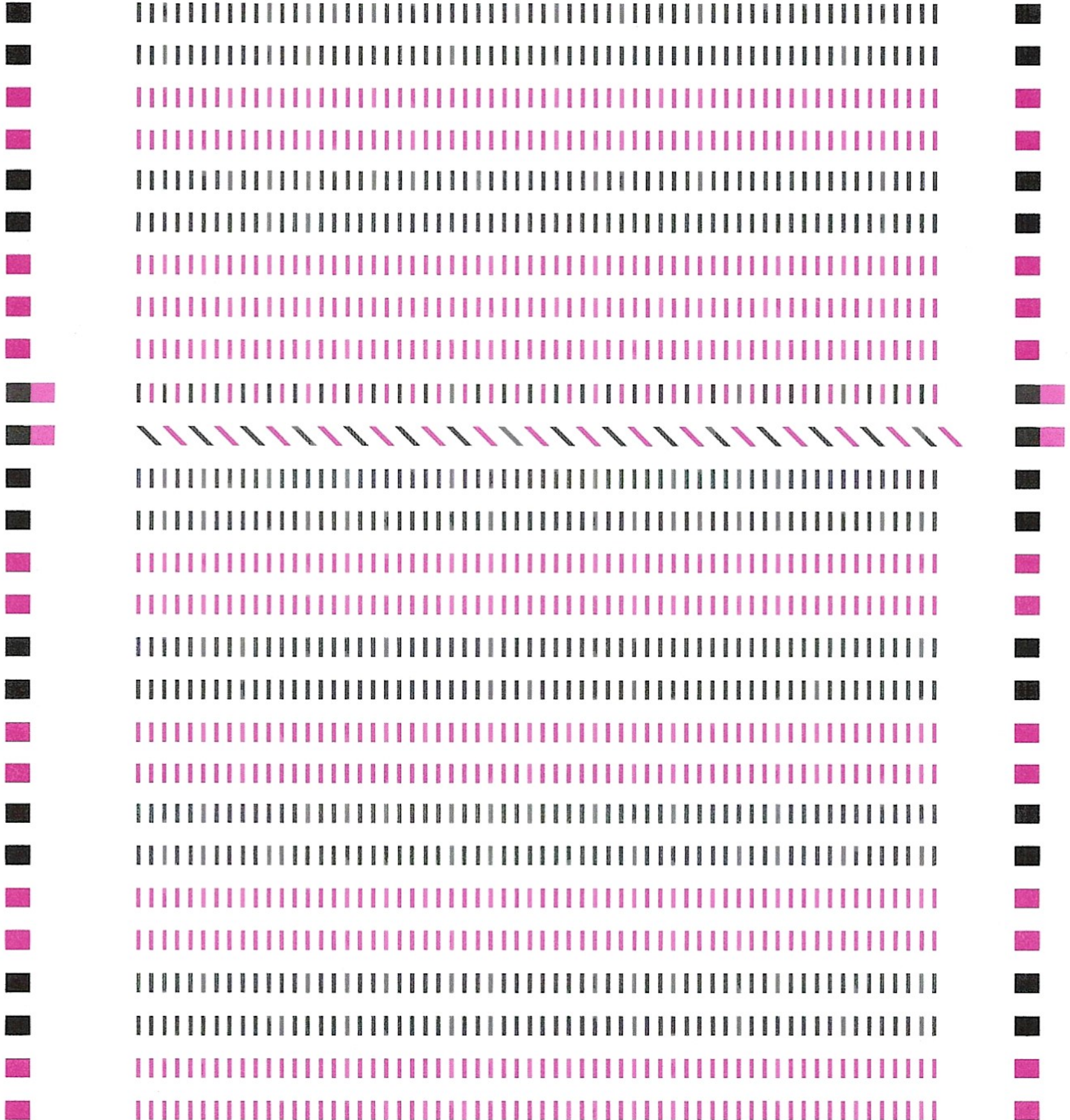
Fully Galvanized Steel Panels
Lip Spoiler
Black Grille
Power Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Autolamp Auto On/Off Projector Beam Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
LED Brakelights
Headlights-Automatic Highbeams
Front Fog Lamps
Radio w/Seek-Scan, Clock and Steering Wheel Controls
Radio: AM/FM Stereo -inc: 6 speakers, MP3 capable, speed-compensated volume and USB media hub (A and C) style
Streaming Audio
Integrated Roof Antenna
SiriusXM w/360L -inc: a 3-month prepaid subscription, Service is not available in Alaska and Hawaii, SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com , All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 SiriusXM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc
SYNC 4A w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Wireless Apple CarPlay and Android Auto compatibility, digital owners manual, adaptive dashcards and conversational voice command recognition
3 LCD Monitors In The Front
Driver Seat
6-Way Passenger Seat
60-40 Folding Bench Front Facing Manual Reclining EasyFold Fold Forward Seatback ActiveX/Miko Simulated Suede/Leatherette Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Leather Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Proximity Key For Doors And Push Button Start

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Power Cargo Access
FordPass Connect -inc: 4G LTE Wi-Fi hotspot that connects up to 10 devices (Wi-Fi hotspot includes wireless data trail that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to www.att.com/ford), Remote start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect (optional on select vehicles), the FordPass app, and complimentary connected services are required for remote features (see FordPass terms for details), Connected service and features depend on compatible AT&T network availability, Evolving technology, cellular networks, vehicle capability may limit functionality and prevent operation of connected features, Connected services excluded Wi-Fi hotspot), Note: Telematics solutions (both complimentary and subscription based) are available for fleet customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts, FordPass Connect 4G Wi-Fi modem, enables telematics services directly from Ford or through authorized third party providers, Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford, (833-327-3673)
Garage Door Transmitter
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Full Cloth Headliner
Vinyl Door Trim Insert
Metal-Look Gear Shifter Material
ActiveX Seating Material Heated Bucket Seats -inc: Miko inserts, 8-way power driver's seat (fore/aft, up/down, tilt, lumbar) w/power recline, 4-way power passenger seat (fore/aft, up/down) w/manual recline and 4-way manually adjustable (up/down, forward/back) head restraints
Interior Trim -inc: Colored Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Chrome/Metal-Look Interior Accents
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
Day-Night Auto-Dimming Rearview Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, 2 12V DC Power Outlets and 1 120V AC Power Outlet
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Trunk/Hatch Auto-Latch
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Front Center Armrest w/Storage and Rear Center Armrest
2 Seatback Storage Pockets
Seats w/Leatherette Back Material
Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
Perimeter Alarm
2 12V DC Power Outlets
Air Filtration
2 12V DC Power Outlets and 1 120V AC Power Outlet
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Automatic Emergency Braking (AEB) and Cross-Traffic Alert
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Rear Parking Sensors
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera w/Washer



HP OfficeJet Pro 8710
S/N: CN892BW0WC
FW rev: WBP2CN2307AR
Cal at page: 41158



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize issuance of purchase orders to Hilco Fastener Warehouse Inc., McFadden-Dale Industrial Hardware and Lawson Products for hardware parts for City vehicles. (Cost: \$150,000 per year) (<i>Action Item</i>)		
		Date:	8/22/2023

OBJECTIVE

To obtain City Council approval to issue purchase orders to Hillco Fastener Warehouse Inc., Lawson Products and McFadden-Dale Industrial Hardware for the purchase of fasteners and hardware parts for City Vehicles.

BACKGROUND

The Public Works Department Vehicle Maintenance Division is responsible for maintaining the City's fleet of vehicles and equipment. The fleet routinely requires fasteners and hardware to complete necessary maintenance and repairs. To avoid delays in the purchase and delivery of the required products and to meet the needs of our customers in a timely manner, it is essential that Public Works have the ability to purchase these items from more than one vendor. The lowest bidder, Hillco Fastener Warehouse Inc., will be designated as the primary vendor. Lawson Products and McFadden-Dale Industrial Hardware will be the second and third vendors utilized.

DISCUSSION

Specifications were prepared and sent to prospective bidders. The variety and quantity of fasteners and hardware parts quoted was limited to simplify the bidding process. Specifications included 12 items that are used on a regular basis.

- Hilco Fastener Warehouse Inc. \$2.12
Garden Grove, CA
- Lawson Products \$2.82

Chicago, IL

- McFadden-Dale Industrial Hardware \$4.48
Santa Ana, CA

FINANCIAL IMPACT

Total cost for the purchase of fasteners and hardware parts for City Vehicles will not exceed \$150,000, and will be divided by three selected vendors, Hillco Fastener Warehouse Inc., Lawson Products, and McFadden-Dale industrial Hardware. Each vendor will be issued a purchase order with combined not-to-exceed amount of \$150,000 per year, for five (5) years. The first two years' amount is included in the adopted Fleet Management Fund's Fiscal Year 2023-24 and 2024-25 operating budget. Costs for Year 4 through 5 will be incorporated into future years' budget.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue three (3) separate purchase orders to Hillco Fastener Warehouse Inc., Lawson Products, and McFadden-Dale industrial Hardware respectively, for the purchase of fasteners and hardware parts in an aggregated amount not to exceed \$150,000 per year for five (5) years.

By: Steve Sudduth, Public Works Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Hilco Quote	8/4/2023	Backup Material	Hilco_Quote_1.jpg
Hilco Quote	8/4/2023	Backup Material	Hilco_Quote_2.jpg
Lawson Quote	8/4/2023	Backup Material	Lawson_Quote.jpg
McFadden-Dale Quote	8/4/2023	Backup Material	McFadden_dale_Quote.jpg

HILLCO
Fastener Warehouse, Inc.
7522 Park Avenue
Garden Grove, California 92841
714 657-7442 FAX: 714 657-7455

SALES QUOTE

Quote #	01370184
Page	1 of 2

11784
BILL TO: CITY OF GARDEN GROVE
P.O. BOX 3070
ATTN: ACCTS. PAYABLE
GARDEN GROVE, CA 92842

12359
SHIP TO: CITY OF GARDEN GROVE
13802 NEWHOPE

GARDEN GROVE, CA 92843

Contact: AUSTIN POWELL

Terms: NET 30

Quote Date	Expiration Date	Entered By	Ship Via	Freight	Salesperson
07/24/2023	08/23/2023	RYAN	WILL CALL	PREPAID & ADD	RYAN HILL

Item # / Description	Customer Bin	U/M	Order Qty	Unit Price	Ext Price
8250C125 1/4-20X1-1/4 HEX HD CS GRADE 8 YELLOW ZINC	icod_bin	EA	1.00	0.1120	\$0.11
8310C125 5/16-18X1-1/4 HEX HD CS GR 8 YELLOW ZINC	icod_bin	EA	1.00	0.1760	\$0.18
8380C125 3/8-16X1-1/4 HEX HD CS GRADE 8 YELLOW ZINC	icod_bin	EA	1.00	0.2290	\$0.23
825020 1/4-20 HEX NUT GRADE 8 YELLOW ZINC	icod_bin	EA	1.00	0.0450	\$0.05
831018 5/16-18 HEX NUT GRADE 8 YELLOW ZINC	icod_bin	EA	1.00	0.0690	\$0.07
838016 3/8-16 HEX NUT GRADE 8 YELLOW ZINC	icod_bin	EA	1.00	0.0995	\$0.10
S250C100SH 1/4-20X1 SOCKET HD CS 18-8 STAINLESS	icod_bin	EA	1.00	0.2160	\$0.22
S310C100SH 5/16-18X1 SOCKET HD CS 18-8 STAINLESS	icod_bin	EA	1.00	0.3360	\$0.34
S380C100SH 3/8-16X1 SOCKET HD CAP SCREW STAINLESS	icod_bin	EA	1.00	0.4632	\$0.46
2P188100T #10X1 PAN HD PHILLIPS SHEET METAL SCREW	icod_bin	EA	1.00	0.0490	\$0.05
2P220050T #12X1/2 PAN HD PHILLIPS SHEET METAL SCRE	icod_bin	EA	1.00	0.0510	\$0.05

HILLCO
Fastener Warehouse, Inc.
7522 Park Avenue
Garden Grove, California 92841
714 657-7442 FAX: 714 657-7455

SALES QUOTE

Quote #	01370184
Page	2 of 2

2P250100T	icod_bin	EA	1.00	0.0880	\$0.09
#14X1 PAN HD PHILLIPS SHEET METAL SCREW					

THANK YOU FOR ALLOWING US TO BE OF SERVICE TO YOU!

Discount:	\$0.00
Sub Total:	\$1.95
Sales Tax:	\$0.17
Freight:	\$0.00
Order Total:	\$2.12



Sales Quotation

Bill To

Sales Quote No.	21935139
Document Date	07/27/2023
Quote Expiration Date	08/26/2023
Customer No.	10140271
PO No.	

Ship To

Buyer	
Attention	
Currency	USD
Sales Rep	Steven Carter

Total Before Tax	\$2.59
Estimated Shipping & Handling	
Estimated Tax	\$0.23
Estimated Total	\$2.82

Page 1 of 1



McFadden-Dale.com

MCFADDEN-DALE INDUSTRIAL HARDWARE
2925 EAST LA PALMA AVE
ANAHEIM, CA 92806-2617
FAX: (714) 630-7615
PHONE: (714) 630-6390

PAGE NO 1
STORE LOCATIONS
CORONA, CA
ONTARIO, CA
SANTA ANA, CA
LAS VEGAS, NV
PHOENIX, AZ

CUST NO: 51800 JOB NO: 000 PURCHASE ORDER: B230050 REFERENCE: TERMS: 3.00%/10 NET/30 CLERK: AA DATE / TIME: 8/3/23 1:49

SOLD TO:
CITY OF GARDEN GROVE
13802 NEWHOPE STREET

GARDEN GROVE CA 92843
714-741-5554

SHIP TO:

EXPT DATE: 7/24/23

TERMINAL: 615
ORDER: 183614

TAX: 040 ANAHEIM OC SALES TAX

SPEC ORDER: 183614/5

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		1	EA	1420114HH8	1/4-20 X 1 1/4 HEX BOLT GR 8		1	0.44 /EA	.44
2		1	EA	51618114HH8	5/16-18 X 1 1/4 HEX BOLT GR 8		1	0.48 /EA	.48
3		1	EA	3816114HH8	3/8-16 X 1 1/4 HEX BOLT GR 8		1	0.83 /EA	.83
4		1	EA	1420NUT8	1/4-20 HEX NUT GR 8		1	0.14 /EA	.14
5		1	EA	51618NUT8	5/16-18 HEX NUT GR 8		1	0.18 /EA	.18
6		1	EA	3816NUT8	3/8-16 HEX NUT GR 8		1	0.23 /EA	.23
7		1	EA	14201SHCS	1/4-20 X 1 SOCKET HD CS		1	0.36 /EA	.36
8		1	EA	516181SHCS	5/16-18 X 1 SOCKET HD CS		1	0.43 /EA	.43
9		1	EA	38161SHCS	3/8-16 X 1 SOCKET HD CS		1	0.53 /EA	.53
10		1	EA	101PHSMS	10 X 1 PAN PHIL SMS Z		1	0.14 /EA	.14
13		1	EA	1212PHSMS	12 X 1/2 PAN PHIL SMS Z		1	0.15 /EA	.15
14		1	EA	141PHSMS	14 X 1 PAN PHIL SMS Z		1	0.25 /EA	.25

(AUSTIN POWELL)

DEPOSIT AMT 0.00
BALANCE DUE 4.48

TAXABLE 4.16
NON-TAXABLE 0.00
SUBTOTAL 4.16

TAX AMOUNT 0.32

TOTAL 4.48

TOT WT: 0.00

X _____
Received By

REMIT PAYMENTS TO: MCFADDEN-DALE HARDWARE
129 N MAPLE ST
CORONA CA 92878

TERMS DISCOUNT ALLOWED ONLY ON SUBTOTAL

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize issuance of purchase orders to Fleet Services Inc., Fleet Pride and Truck Parts Depot for auto parts for City vehicles. (Cost: \$150,000 per year) (<i>Action Item</i>)		
		Date:	8/4/2023

OBJECTIVE

To obtain City Council approval to issue purchase orders to Fleet Services Inc., Fleet Pride and Truck Parts Depot for the purchase of truck parts for City vehicles.

BACKGROUND

The Public Works Department Vehicle Maintenance Division is responsible for maintaining the City's fleet of vehicles and equipment. The fleet routinely requires fasteners and hardware to complete necessary maintenance and repairs. To avoid delays in the purchase and delivery of the required products and to meet the needs of our customers in a timely manner, it is essential that Public Works have the ability to purchase these items from more than one vendor. The lowest bidder, Fleet Services Inc., will be designated as the primary vendor. Fleet Pride and Truck Parts Depot will be the second and third vendors utilized.

DISCUSSION

Specifications were prepared and sent to prospective bidders. The variety and quantity of truck parts quoted was limited to simplify the bidding process. Specifications included eight (8) truck parts that are used on a regular basis.

Fleet Services Inc. \$362.54
Anaheim, CA.

Fleet Pride \$602.91
Anaheim, CA.

Truck Parts Depot \$677.20

Garden Grove, CA

FINANCIAL IMPACT

The contracts are entered on an as-needed basis. Purchase amount will not exceed \$150,000 per year, among all three vendors. The contracts are for five (5) years. The amount needed for the purchase of these parts are included in the Fiscal Year 2023-24 Fleet Management Fund's adopted budget. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue three (3) purchase orders for truck parts to Fleet Services, Fleet Pride and Truck Parts Depot in an aggregated amount not to exceed \$150,000 per year for five (5) years.

By: Steve Sudduth, Public Works Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Fleet Services Quote	8/4/2023	Backup Material	Fleet_Services_Quote.jpg
Fleet Pride Quote	8/4/2023	Backup Material	Fleet_Pride_Quote.jpg
Truck Parts Depot Quote	8/4/2023	Backup Material	TPD_Quote.jpg



3520 E. Miraloma Avenue
Anaheim, CA 92806
Phone: (714) 630-4213 Toll Free: (800) 564-3533 Fax: (714) 630-9278
Email: info@fleetservicesinc.com
Website: www.fleetservicesinc.com

PARTS QUOTE

Quote: 124900
Date / Time: 7/24/2023 11:04:41AM
Customer: 18324
Branch: Anaheim
Quote Total: \$362.54

Bill To: CITY OF GARDEN GROVE
13802 NEWHOPE ST.
GARDEN GROVE, CA 92843

Ship To: CITY OF GARDEN GROVE
13802 NEWHOPE ST.
GARDEN GROVE, CA 92843
Office Phone: 714-741-5000
Email: ACCOUNTSPAYABLE@GGCITY.ORG

Office: 714-741-5000 Shop: 714-741-5000 Fax: 714-741-5205 Email: ACCOUNTSPAYABLE@GGCITY.ORG

Customer P/O: B230048			Inside Slsm: awebb		Delivery Method: Delivery code 3		
Supplier	Part / Misc	Description / Ref Number	U/M	Quantity	List	Price	Extended Price
BEN	286171N	VALVE_BRAKE	EA	1	260.16	105.45	105.45
GAT	9440HD	GS POWERBAND BELT	EA	1	67.98	19.79	19.79
GRO	50972	3-STUD PETERBILT/CHEV/JEEP/G	EA	1	85.10	23.59	23.59
DIP	TL3030NC	30/30 SPRING BRAKE	EA	1	151.96	45.59	45.59
NAT	370003A	SEAL	EA	1	134.18	33.04	33.04
NAT	380025A	SEAL	EA	1	121.39	29.89	29.89
VEL	022001	15' COILED NYLON AIR HOSE	EA	1	271.52	72.22	72.22
VEL	035038	UNIVERSAL GLADHAND ALUMINUM	EA	1	13.26	3.80	3.80

Quote Subtotal: \$333.37
Total Tax: \$29.17
Quote Total: \$362.54

Remit To:

Fleet Service, Inc. - Anaheim
P.O. Box 568
Atwood, CA 92811

CORES DUE
YES NO

CORES RECEIVED
YES NO

DRIVER:_____

SIGNATURE:_____



QUOTE
80028671

REMIT TO:
FLEETPRIDE
PO BOX 847118
DALLAS TX 75284-7118
(361) 883-4358

SOURCE POS

WWW.FLEETPRIDE.COM

ANAHEIM CA 1901 E BALL RD (714) 956-9430

STORE NO.	SHIP LOC.	INVOICE TYPE		INVOICE DATE	INVOICE NUMBER
714	ANA	CHARGE SALE		08/02/23	80028671

SOLD TO CITY OF GARDEN GROVE 11222 ACACIA PKWY GARDEN GROVE CA 92840-5208 (714)-741-5068	SHIP TO QQQ U U OOO TTTT EEEE Q Q U U O O T E Q Q U U O O T E Q Q U U O O T E QQQ UUU OOO T EEEE
---------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------

CHECK NO.	SHIPPER NAME	ORIG. INVOICE NO.	FREIGHT	BILL OF LADING	TERMS
				DELIVERED	NET 30

PURCHASE ORDER NO.		REQUISITION/JOB NUMBER		ORDERED BY		ACCOUNT	SALESMAN
QUOTE				AUSTIN		715205	7640
QUANTITY		MFG. CODE	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT	
ORD.	SHIPPED						
1	1	716	286171N	E-6 DUAL BRAKE VALVE (EA)	174.13	174.13	
1	1	2400	17440	TOP COG GOLD LABEL V-BELTS (EA)	22.24	22.24	
1	1	370	50972	STT LAMP, RED, 3-STUD P BIL TC (EA)	36.94	36.94	
1	1	20	GC3030	COMB.BRAKE CHAMBER-GOLDSEAL 3030 (EA)	99.99	99.99	
1	1	500	370003A	OIL BATH SEAL (EA)	48.15	48.15	
1	1	500	380025A	OIL BATH SEAL (EA)	40.98	40.98	
1	1	15	11-3400	RED/BLU 15' PWR GRIP COIL AIR W/40" LEAD (EA)	124.99	124.99	
1	1	15	12-010	UNIVERSAL STRAIGHT MOUNT STD GLADHAND (EA)	6.97	6.97	
		SALES TAX		SALES TAX		48.52	

Parts & Service	Freight	Taxes
\$554.39	\$.00	\$48.52

Terms and Conditions: By entering into a transaction with us you agree that the transaction is governed by our Terms and Conditions of Sale ("Terms"), available at <https://www.fleetpride.com/sale-terms-conditions/>. No variation to the Terms shall be effective unless expressly agreed in writing and signed by a person with authority. Parts are subject to the manufacturer's warranty and labor is warranted against defects in materials or workman for 90 days. WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Damages breach of any warranty are limited to the money received for the parts/labor. For additional information, go to <https://www.fleetpride.com/FleetPridePromise>.

It is agreed that payment of the cash price is due within the terms stated above. A SERVICE CHARGE OF 1.5% per month (18% PER ANNUM) shall be due upon the amount of any charge which has not been paid when due. PLEASE PAY FROM THIS INVOICE.

CORES MUST BE RETURNED WITHIN 60 DAYS TO BE ELIGIBLE FOR CREDIT. For additional information, go to <https://www.fleetpride.com/FleetPridePromise>.

7140 ANA ANA_D12 FALVARADO 08/02/23 17.08.16 All Claims and returned goods MUST be accompanied by this bill.

Page 1 of 1 Customer Copy RECEIVED BY _____

Invoice

Sales Receipt #HELI
8/2/202
Cashier:
Page

REPRINTED

Truck Parts Depot LLC

10621 Garden Grove Blvd
Garden Grove, CA 92843
714-583-8555
TruckPartsD@Gmail.com



Bill To: CITY OF GARDEN GROVE
CITY OF GARDEN GROVE

Customer PO# QUOTE

Item Name	Item Description	Type	Price	Qty	Ext Price	Tax
286171N	E6 TYPE BRAKE VALVE		\$184.98	1	\$184.98	T
9440HD	FLEETRUNNER HEAVY DUTY BELT		\$28.66	1	\$28.66	T
HDV8007	BOX LAMP		\$48.16	1	\$48.16	T
ABPN42A33030CD	3030 BRAKE CHAMBER ASSEMBLY		\$143.31	1	\$143.31	T
370003A	OIL SEAL		\$56.33	1	\$56.33	T
380025A	OIL SEAL		\$55.81	1	\$55.81	T
11-740	AIR COIL LINES 40 INCH LEADS		\$93.31	1	\$93.31	T
12-010	UNIVERSAL GLADHAND		\$12.15	1	\$12.15	T
	**** 2 DAY LEAD TIME TO COMPLETE		\$0.00	1	\$0.00	T
	ORDER ****					

Subtotal: \$622.71
Local Sales Tax 8.75 % Tax: + \$54.49
RECEIPT TOTAL: \$677.20

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Approval of an Agreement with Flock Safety Inc., for an ALPR camera system. (Cost: \$235,950) (<i>Action Item</i>)		
	Date:	8/22/2023	

OBJECTIVE

To obtain City Council approval to enter into an agreement with Flock Group, Inc. for a Flock Safety Automatic License Plate Reader (ALPR) camera program.

BACKGROUND

Automatic License Plate Readers have long helped law enforcement personnel solve crimes. ALPRs capture images of vehicles and their license plates. The data from ALPR is used by Law Enforcement to assist with investigations and solve crimes. The information from ALPR cameras can help determine whether a vehicle or a suspect vehicle is related to a particular crime. The cameras can also integrate data from national or state crime databases to provide real-time alerts when a vehicle passes the ALPR camera. The Garden Grove Police Department does not currently own or operate any ALPR cameras.

DISCUSSION

Flock Safety is the manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera. The Flock Safety ALPR cameras are also the only Law Enforcement Grade ALPR System to officially partner with AXON to be natively and directly integrated into Evidence.com, which is a system currently used by the Department.

Several law enforcement agencies, including many in Orange County, use the Flock Safety ALPR system. Utilizing this system will ensure compatibility with many of the investigative units within the area. It will also enable the retrieval of ALPR data within a matter of minutes.

The Garden Grove Police Department has had many successful investigative leads developed through surrounding agencies Flock Safety ALPR cameras. Additionally,

cameras can be purchased by private entities such as homeowners associations or private businesses, and access can be granted to the police department. This means an ever-increasing amount of cameras and data at no additional cost to the department. One local homeowners association and the hotels in the Resort District have already purchased Flock Safety ALPR cameras.

Pursuant to Garden Grove Municipal Code section 2.50.060(C), and based upon the Police Department's recommendation, the Finance Director has determined that an ALPR camera system that integrates with the Department's Axon system can only be provided by Flock Safety, Inc.

FINANCIAL IMPACT

Funds in the amount of \$109,950 for the ALPR project were appropriated in the adopted FY 2023-25 biennial budget. \$10,500 for the one-year storage upgrade will be covered with asset forfeiture funds. Ongoing costs for subsequent years in the amount of \$115,500 will be accounted for in the Police Department's operating budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the agreement with Flock Safety, Inc. for the ALPR project; and
- Authorize the City Manager or her designee to execute the contract on behalf of the City and make minor modifications as appropriate thereto; and
- Authorize the City Manager to execute future amendments to the agreement, including the authorization to enter into the options years, providing sufficient funds are available.

By: Sergeant William Holloway

ATTACHMENTS:

Description	Upload Date	Type	File Name
Flock Safety Agreement	8/17/2023	Agreement	Garden_Grove_PD_x_Flock_-_35_cameras_w__Extended_Data_Retention.pdf
Flock Sole Source Memo	8/15/2023	Backup Material	Flock_Sole_Source_Holloway_8-8-2023.pdf
Flock sole source approval email	8/15/2023	Backup Material	Flock_sole_source_approval_email_Segawa_8-14-2023.pdf

Flock Safety + CA - Garden Grove PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Antouan Benbalit
anton.benbalit@flocksafety.com
2064321524

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> • Vehicle make • Body type • Color • License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i></p>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

Software Add-Ons	
Advanced Search Package	<p>Unlock more leads and build stronger cases with minimal evidence on the front-end of your investigations with Advanced Search features:</p> <ul style="list-style-type: none"> • Visual Search - Upload any digital image and transform it into an investigative lead • Multi-Geo Search - Link a single suspect vehicle to multiple crimes, even without a vehicle description or plate number • Convoy Analysis - Detect suspect vehicles frequently traveling together to identify accomplices to serial or organized crimes
Software Integrations	<p>Access real-time incident data in a single ESRI-based map by layering intelligence from your existing data streams into your Flock Safety software experience.</p> <ul style="list-style-type: none"> • Computer-Aided Dispatch (CAD) Integration - Provide your Dispatchers and Patrol Officers with real-time incident context from 911 calls. Display CAD events in your Flock Safety Map, including important incident information like location, priority, and event type. • Automatic Vehicle Location (AVL) Integration - Bring live patrol locations and status into a single map view, giving dispatchers and patrol officers more context to deploy resources effectively and decrease incident response times.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p>

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



EXHIBIT A
ORDER FORM

Customer: CA - Garden Grove PD
Legal Entity Name: CA - Garden Grove PD
Accounts Payable Email: geraldj@ggcity.org
Address: 11301 Acacia Pkwy Garden Grove, California
92840

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 365 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$115,500.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	35	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	\$300.00	35	\$10,500.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	2	\$0.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	33	\$4,950.00
Subtotal Year 1:			\$120,450.00
Annual Recurring Subtotal:			\$115,500.00
Discounts:			\$1,300.00
Estimated Tax:			\$0.00
Contract Total:			\$235,950.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$120,450.00
Annual Recurring after Year 1	\$115,500.00
Contract Total	\$235,950.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$1,300.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Garden Grove PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 17 day of August 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



GARDEN GROVE POLICE DEPARTMENT

INTRA-DEPARTMENT MEMORANDUM

To: Patricia Song

From: Amir El-Farra, Chief of Police

Subject: Request for Sole Source Approval – Flock

Date: July 27, 2023

The Police Department requests that Flock Safety be considered a single source vendor for the purchase of automated license plate reader (ALPR) cameras and data storage for information collected from the cameras.

Several law enforcement agencies, including many in Orange County, use the Flock Safety ALPR system. Utilizing this system will ensure compatibility with many of the investigative units within the area. It will also enable the retrieval of ALPR data within a matter of minutes.

In 2023, the Police Department approved the purchase of Flock ALPR cameras and annual maintenance for each camera.

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

A handwritten signature in black ink, appearing to read "Amir El-Farra", written over a horizontal line.

Amir El-Farra
Chief of Police

Prepared by:

Willie Holloway, Sergeant

Zimbra

courtneyc@ci.garden-grove.ca.us

Re: Sole Source - Flock Safety

From : Willie Holloway <williamh@ggcity.org>

Mon, Aug 14, 2023 02:04 PM

Subject : Re: Sole Source - Flock Safety**To :** Sandra Segawa <sandras@ci.garden-grove.ca.us>**Cc :** Patricia Song <psong@ggcity.org>, Courtney Cibosky <courtneyc@ggcity.org>

Thank you!

Sergeant W. Holloway, #3713
Detective Bureau / Property Crimes Investigations
Garden Grove Police Department
(714) 741-5918
williamh@ggcity.org

From: "Sandy Segawa" <sandras@ggcity.org>**To:** "Willie Holloway" <williamh@ggcity.org>**Cc:** "Patricia Song" <psong@ggcity.org>, "Courtney Cibosky" <courtneyc@ggcity.org>**Sent:** Monday, August 14, 2023 1:53:39 PM**Subject:** Re: Sole Source - Flock Safety

Willie,

This is acceptable.

Thank You,

Sandy

From: "Willie Holloway" <williamh@ggcity.org>**To:** "Sandra Segawa" <sandras@ci.garden-grove.ca.us>**Cc:** "Patricia Song" <psong@ggcity.org>, "Courtney Cibosky" <courtneyc@ggcity.org>**Sent:** Tuesday, August 8, 2023 12:03:59 PM**Subject:** Re: Sole Source - Flock Safety

And I am off to a fantastic start! Memo is attached this time. Sorry!

Sergeant W. Holloway, #3713
Detective Bureau / Property Crimes Investigations
Garden Grove Police Department
(714) 741-5918
williamh@ggcity.org

From: "Willie Holloway" <williamh@ggcity.org>**To:** "Sandra Segawa" <sandras@ci.garden-grove.ca.us>**Cc:** "Patricia Song" <psong@ggcity.org>, "Courtney Cibosky" <courtneyc@ggcity.org>**Sent:** Tuesday, August 8, 2023 11:43:23 AM**Subject:** Sole Source - Flock Safety

Hello and good afternoon,

Please see the attached sole source memo for Flock Safety ALPR cameras. The memo was reviewed and signed by Chief El-Farra. If you have any questions, or if I need to do something additional, please let me know. This is my first time taking on a project like this I am definitely learning as I go!

Thank you,
Willie Holloway

Sergeant W. Holloway, #3713
Detective Bureau / Property Crimes Investigations
Garden Grove Police Department
(714) 741-5918
williamh@ggcity.org

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Patricia Song
Dept.: City Manager Dept.: Finance
Subject: Receive and file warrants. Date: 8/22/2023
(*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	8/17/2023	Warrants	2023.08.10_PR.pdf

City of Garden Grove
Certificate of Warrants
Register Date:
Between Aug 1, 2023 and Aug 10, 2023

This is to certify the demands covered by EFT numbers 00026552 through 00027212 and check numbers 00185498 through 00185521 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

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Between Aug 1, 2023 and Aug 10, 2023

Report Generated on Aug 10, 2023 5:31:08 PM

Page 2

PY - Payroll

Check Type: CHK

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185498	E05035	NGUYEN, TAN V	08/10/2023	\$49.27
00185499	E00977	BELAIR, DIANE	08/10/2023	\$2,543.60
00185500	E05110	BARAJAS, GEMMA A	08/10/2023	\$246.98
00185501	E05043	BARRAGAN, AUDREY A	08/10/2023	\$127.47
00185502	E05139	BONACHEA, BRANDON D	08/10/2023	\$908.52
00185503	E04930	CHOW, IRIS L	08/10/2023	\$1,095.74
00185504	E05158	FABIAN, SHARON J	08/10/2023	\$451.61
00185505	E05127	FLORES, ERIKA	08/10/2023	\$203.95
00185506	E05133	GONZALEZ, NADIA V	08/10/2023	\$697.07
00185507	E05143	HOANG, JOLYN DT	08/10/2023	\$362.31
00185508	E05148	MAZARIEGOS, ALEXA X	08/10/2023	\$211.24
00185509	E05124	NGUYEN, KAYLA H	08/10/2023	\$956.22
00185510	E05144	NGUYEN, VALARIE K	08/10/2023	\$458.89
00185511	E05120	NGUYEN, VICKY	08/10/2023	\$342.57
00185512	E05164	PARCELL, SAMANTHA M	08/10/2023	\$167.53
00185513	E05105	RODRIGUEZ, ROGER	08/10/2023	\$599.07
00185514	E05042	TO, THOMAS A	08/10/2023	\$99.59
00185515	E05123	TRAN, VINCENT G	08/10/2023	\$815.72
00185516	E05149	VAZQUEZ, ELOISA E	08/10/2023	\$109.26
00185517	E05157	HERNANDEZ CALLEROS, SAIRA	08/10/2023	\$1,284.53
00185518	E05162	CAISEROS, CHRISTIAN	08/10/2023	\$589.79
00185519	E03529	ROCHA, MICHAEL F	08/10/2023	\$2,227.79
00185520	E05067	SANCHEZ, MARTIN	08/10/2023	\$158.18
00185521	E05154	TELLO, ALEJANDRO	08/10/2023	\$744.46
CHK - Total				\$15,451.36

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00026552	E01674	VALENZUELA, ANTHONY	08/01/2023	\$468.86
00026553	E04394	DAHLHEIMER, BRYSON T	08/01/2023	\$1,199.04
00026554	E03685	GUZMAN, JESSE	08/01/2023	\$1,004.51
00026555	E03378	ORTIZ, STEVEN T	08/01/2023	\$2,672.37
00026556	E04756	TARIN, ALEXIS P	08/01/2023	\$667.96

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026557	E03973	AVILA, VERONICA	08/10/2023	\$2,813.33
00026558	E03982	BECKLES, CAROL E	08/10/2023	\$49.27
00026559	E04755	BRIETIGAM III, GEORGE S	08/10/2023	\$778.36
00026560	E02788	DAVIS, JEFFREY P	08/10/2023	\$1,816.47
00026561	E05080	DOVINH, JOSEPH T	08/10/2023	\$730.47
00026562	E04994	GREENUP, BREANNA C	08/10/2023	\$982.23
00026563	E00803	HADDAD, PAMELA M	08/10/2023	\$2,177.09
00026564	E03612	JONES, STEVEN R	08/10/2023	\$454.04
00026565	E04442	KIM, LISA L	08/10/2023	\$5,673.26
00026566	E04131	KIM, NOELLE N	08/10/2023	\$3,128.32
00026567	E04536	KLOPFENSTEIN, STEPHANIE L	08/10/2023	\$610.29
00026568	E05072	LOPEZ, CARLOS	08/10/2023	\$1,936.99
00026569	E02787	MORAN, MARIE L	08/10/2023	\$2,927.97
00026570	E04537	NGUYEN, KIM B	08/10/2023	\$717.63
00026571	E04534	ONEILL, JOHN R	08/10/2023	\$639.45
00026572	E04528	PARK, SHAWN S	08/10/2023	\$2,838.52
00026573	E04443	POLLOCK, AMANDA M	08/10/2023	\$2,060.92
00026574	E06945	POMEROY, TERESA L	08/10/2023	\$4,140.39
00026575	E01964	PULIDO, ANA E	08/10/2023	\$4,706.74
00026576	E05057	SATO, MICH I	08/10/2023	\$2,824.90
00026577	E00564	STIPE, MARIA A	08/10/2023	\$7,893.11
00026578	E03715	THAI, KRISTY H	08/10/2023	\$2,585.85
00026579	E05079	TRAN, CINDY NGOC	08/10/2023	\$787.49
00026580	E03983	VASQUEZ, LIZABETH C	08/10/2023	\$2,667.59
00026581	E04971	VITAL, ANDREA	08/10/2023	\$1,964.30
00026582	E04230	WIMMER, MISSY M	08/10/2023	\$1,949.84
00026583	E04944	ANDERSON CAMBA, ASHLEIGH R	08/10/2023	\$2,357.12
00026584	E04764	BRADLEY, JANNA K	08/10/2023	\$2,793.12
00026585	E03766	CERDA, MARY C	08/10/2023	\$2,295.41
00026586	E04673	HART, BRANDI M	08/10/2023	\$1,700.71
00026587	E04363	KWAN, LIANE Y	08/10/2023	\$4,161.27
00026588	E01985	LEE, JANY H	08/10/2023	\$10,258.87
00026589	E03420	PROCTOR, SHERRILL A	08/10/2023	\$2,560.59
00026590	E05078	SANCHEZ, GIOVANNI P	08/10/2023	\$2,131.92
00026591	E04417	STEPHENSON, CAITLYN M	08/10/2023	\$2,906.74

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026592	E02115	STOVER, LAURA J	08/10/2023	\$5,893.11
00026593	E05082	YIN, ARTHUR	08/10/2023	\$2,136.75
00026594	E04390	AMBRIZ, STEPHANIE	08/10/2023	\$1,446.07
00026595	E04445	BROWN, KAREN J	08/10/2023	\$739.00
00026596	E05068	CASTELLON, ALVARO A	08/10/2023	\$4,291.53
00026597	E04961	CHAO, VICTORIA	08/10/2023	\$1,770.72
00026598	E03686	CHAVEZ, JAIME F	08/10/2023	\$1,728.67
00026599	E03760	CHUNG, JANET J	08/10/2023	\$2,850.64
00026600	E05094	CORTEZ, ELIZABETH M.	08/10/2023	\$2,130.58
00026601	E04957	CURTSEIT, MARIA	08/10/2023	\$2,050.28
00026602	E04960	FUKAZAWA, KEISUKE	08/10/2023	\$2,115.58
00026603	E05055	GAMINO, LINDA M	08/10/2023	\$1,435.67
00026604	E03877	GOMEZ, STEVEN E	08/10/2023	\$1,520.13
00026605	E03429	GULLEY, SUSAN J	08/10/2023	\$280.91
00026606	E03016	HERNANDEZ, GARY F	08/10/2023	\$1,822.89
00026607	E04569	HOFFMAN, CORINNE L	08/10/2023	\$2,543.75
00026608	E04968	HONG, SEUNGBUM	08/10/2023	\$1,807.73
00026609	E04959	LE, KENNETH H	08/10/2023	\$1,646.93
00026610	E00057	MANALANSAN, NEAL M	08/10/2023	\$2,424.90
00026611	E01668	MAY, ROBERT W	08/10/2023	\$1,748.38
00026612	E01393	MENDEZ, ANGELA M	08/10/2023	\$2,186.58
00026613	E03628	MENDOZA, CHRISTI C	08/10/2023	\$2,121.71
00026614	E04958	NGO, TINA	08/10/2023	\$2,729.01
00026615	E04838	NIGATU, SELAMAWIT	08/10/2023	\$2,879.60
00026616	E02429	PHAM, ANH	08/10/2023	\$1,921.37
00026617	E03610	RAMIREZ, EVA	08/10/2023	\$2,154.86
00026618	E04973	RAMOS, NANCY	08/10/2023	\$2,981.16
00026619	E05097	RODRIGUEZ, SEBASTIAN	08/10/2023	\$2,036.78
00026620	E03539	SEGAWA, SANDRA E	08/10/2023	\$3,928.89
00026621	E04780	SONG, YUAN	08/10/2023	\$5,587.22
00026622	E04859	VO, MY TRA	08/10/2023	\$3,071.67
00026623	E03433	WESTON, RETA J	08/10/2023	\$1,820.35
00026624	E04674	WHITTAKER DEGEN, HELEN E	08/10/2023	\$850.71
00026625	E04527	YOO, MEENA	08/10/2023	\$2,333.76
00026626	E04493	ANDREWS, STEVEN F	08/10/2023	\$2,699.05

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026627	E00845	CHANG, TERENCE S	08/10/2023	\$3,234.68
00026628	E05091	ENCISO, MARIA VERONICA M	08/10/2023	\$2,062.62
00026629	E03498	ESPINOZA, VERNA L	08/10/2023	\$2,734.09
00026630	E04523	GALLO, CESAR	08/10/2023	\$3,422.85
00026631	E04415	GOLD, ANNA L	08/10/2023	\$2,221.00
00026632	E04713	HINGCO, ERNIE E	08/10/2023	\$2,102.89
00026633	E02617	KLOESS, GEOFFREY A	08/10/2023	\$4,448.31
00026634	E03571	MORAGRAAN, RACHOT	08/10/2023	\$4,234.85
00026635	E05071	OCHOA, NICOLAS E	08/10/2023	\$2,515.81
00026636	E01277	PROFFITT, NOEL J	08/10/2023	\$3,784.61
00026637	E01901	RAO, ANAND V	08/10/2023	\$9,444.45
00026638	E05027	SANCHEZ MENDOZA, ALFREDO	08/10/2023	\$2,156.93
00026639	E05073	SEYMOUR, DAVID M	08/10/2023	\$958.92
00026640	E04395	SWANSON, MATTHEW T	08/10/2023	\$2,053.79
00026641	E01674	VALENZUELA, ANTHONY	08/10/2023	\$1,992.70
00026642	E00809	VICTORIA, ROD T	08/10/2023	\$2,648.58
00026643	E03014	WILDER, CANDY G	08/10/2023	\$503.76
00026644	E03509	WINSTON, TERREL KEITH	08/10/2023	\$3,205.30
00026645	E03725	ABU HAMDIYYAH, AMEENAH	08/10/2023	\$2,154.45
00026646	E02996	ASHLEIGH, JULIE A	08/10/2023	\$2,190.78
00026647	E03601	CHUNG, CHRISTOPHER	08/10/2023	\$3,249.28
00026648	E00128	CRAMER, RITA M	08/10/2023	\$2,589.90
00026649	E04394	DAHLHEIMER, BRYSON T	08/10/2023	\$2,095.04
00026650	E04879	DAKE, RYAN J	08/10/2023	\$2,459.77
00026651	E04578	DENT, DAVID A	08/10/2023	\$4,694.20
00026652	E03531	HERNANDEZ, RALPH V	08/10/2023	\$2,459.17
00026653	E04855	HERRERA JR, ARMANDO	08/10/2023	\$1,623.45
00026654	E03410	HODSON, AARON J	08/10/2023	\$2,309.24
00026655	E04716	KASKLA, PRIIT J	08/10/2023	\$2,400.38
00026656	E04490	LY, HUONG Q	08/10/2023	\$2,424.34
00026657	E04194	MARTINEZ, MARIA L	08/10/2023	\$2,893.05
00026658	E03044	MOORE, JUDITH A	08/10/2023	\$2,301.27
00026659	E04635	NGUYEN, PHU T	08/10/2023	\$4,065.95
00026660	E02842	PARRA, MARIA C	08/10/2023	\$3,645.91
00026661	E04992	ROBLES, ALFONSO	08/10/2023	\$2,522.97

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026662	E04862	TRAN, JAKE P	08/10/2023	\$2,088.75
00026663	E05048	TUONG, NGHIA T	08/10/2023	\$2,304.89
00026664	E05053	VU, VINNY X	08/10/2023	\$1,811.78
00026665	E05150	WETZEL, NIKI	08/10/2023	\$4,697.48
00026666	E03643	ALVARADO, YOLANDA A	08/10/2023	\$1,937.90
00026667	E05009	ALVAREZ, CYNTHIA	08/10/2023	\$1,018.65
00026668	E04978	AVINA, MIKAYLA M	08/10/2023	\$109.26
00026669	E04771	BAILOR, REBECCA J	08/10/2023	\$463.95
00026670	E04988	BAUTISTA, BRENDA	08/10/2023	\$2,140.46
00026671	E04262	BEARD, ALEX C	08/10/2023	\$1,599.70
00026672	E04929	BENITEZ, LIZBETH	08/10/2023	\$366.47
00026673	E05125	BUI, RUBY	08/10/2023	\$1,082.90
00026674	E02658	CAMARENA, RACHEL M	08/10/2023	\$2,218.49
00026675	E01588	CAMARENA, RENE	08/10/2023	\$2,460.96
00026676	E01902	CASILLAS, VICTORIA M	08/10/2023	\$2,498.89
00026677	E05101	CASTANEDA, LILIANA	08/10/2023	\$422.47
00026678	E05121	CASTRO PEREZ, ANDREA	08/10/2023	\$544.07
00026679	E05058	CATAQUIZ, CHARLIZE N	08/10/2023	\$801.77
00026680	E03304	CHUMACERO, DEANNA M	08/10/2023	\$681.88
00026681	E04611	CROSS, AMANDA D	08/10/2023	\$2,056.96
00026682	E02956	CUMMINGS, KENNETH E	08/10/2023	\$811.78
00026683	E04814	DE ROSAS, VICTOR	08/10/2023	\$777.66
00026684	E04688	DELGADO CHAVEZ, MARLY	08/10/2023	\$302.74
00026685	E04653	DIAZ, GABRIELA	08/10/2023	\$979.95
00026686	E04794	DINH, AARON D	08/10/2023	\$131.11
00026687	E05013	DINH, TIFFANY	08/10/2023	\$111.53
00026688	E05107	DO, HUY T	08/10/2023	\$870.50
00026689	E05160	DUONG, KYLE K	08/10/2023	\$808.08
00026690	E05090	ESCARENO, MELISSA	08/10/2023	\$429.76
00026691	E02120	FRAUSTO, LUIZ F	08/10/2023	\$324.71
00026692	E04679	FREEMAN, MARK C	08/10/2023	\$3,750.64
00026693	E04481	GARCIA, JARED D	08/10/2023	\$677.16
00026694	E04253	GARCIA, VANESSA L	08/10/2023	\$800.32
00026695	E05069	GARCIA, VERONICA	08/10/2023	\$199.17
00026696	E03337	GODDARD, JENNIFER DANIELLE	08/10/2023	\$2,997.43

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026697	E04982	GONZALEZ, KATHERYN	08/10/2023	\$430.21
00026698	E00940	GRANT, JACOB R	08/10/2023	\$6,107.57
00026699	E04967	HASHEMI, SETAREH	08/10/2023	\$489.97
00026700	E05152	HERNANDEZ, CLARISSA	08/10/2023	\$1,136.26
00026701	E01687	HOLER, KIMBERLY K	08/10/2023	\$540.85
00026702	E05129	HUTCHINSON, ZOE M	08/10/2023	\$1,069.26
00026703	E05147	LE, WILSON D	08/10/2023	\$544.07
00026704	E05032	LEE, JASON J	08/10/2023	\$191.20
00026705	E05138	LOPEZ, ELIZABETH A	08/10/2023	\$700.56
00026706	E04682	LOPEZ, KALYSTA N	08/10/2023	\$714.98
00026707	E03603	MA AE, ELAINE M	08/10/2023	\$3,214.37
00026708	E05014	MARIN, AMANDA T	08/10/2023	\$1,076.98
00026709	E05140	MARTINEZ, ERICK	08/10/2023	\$698.39
00026710	E01552	MEDINA, JESUS	08/10/2023	\$1,819.31
00026711	E00455	MEDINA, JUAN	08/10/2023	\$2,479.97
00026712	E02808	MONTANCHEZ, JOHN A	08/10/2023	\$6,094.55
00026713	E05022	MUNOZ, JULIANNE I	08/10/2023	\$857.61
00026714	E05044	NADEAU, RYANN E	08/10/2023	\$1,082.90
00026715	E05128	NAEA, IRIEANNA M	08/10/2023	\$576.79
00026716	E05126	NGO, Y N	08/10/2023	\$550.61
00026717	E04947	NGUYEN, ALEXANDER H	08/10/2023	\$642.23
00026718	E05108	NGUYEN, JORDAN V	08/10/2023	\$826.20
00026719	E05052	NGUYEN, RYAN N	08/10/2023	\$1,149.71
00026720	E04391	NICHOLAS, NOEL N	08/10/2023	\$1,574.60
00026721	E04931	NODAL, NATALIE	08/10/2023	\$451.61
00026722	E00785	OCADIZ HERNANDEZ, GABRIELA	08/10/2023	\$3,533.07
00026723	E04965	ORDUNO, SAMANTHA	08/10/2023	\$678.01
00026724	E03361	PELAYO, JANET E	08/10/2023	\$4,027.36
00026725	E04777	PHAN, EDOUARD T	08/10/2023	\$435.33
00026726	E03893	PICKRELL, ARIELLE	08/10/2023	\$1,810.89
00026727	E05116	PRADO, ALEXA	08/10/2023	\$525.67
00026728	E05130	REYNOLDS, SARABETH A	08/10/2023	\$1,095.74
00026729	E02754	REYNOSO, SUGEIRY	08/10/2023	\$2,740.37
00026730	E05118	RODRIGUEZ, JOSHUA R	08/10/2023	\$647.16
00026731	E05103	RODRIGUEZ, MATTHEW S	08/10/2023	\$444.32

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00026732	E03362	ROMERO, MARINA Y	08/10/2023	\$2,148.99
00026733	E04684	ROSALES, MARIA D	08/10/2023	\$879.92
00026734	E04614	ROSAS, TANYA	08/10/2023	\$390.37
00026735	E04933	ROSAS, VANESSA	08/10/2023	\$1,076.98
00026736	E01893	SAUCEDO, DANA MARIE	08/10/2023	\$2,674.96
00026737	E00925	SCHLUMBERGER, EMERON J	08/10/2023	\$1,111.90
00026738	E04926	SERNA, SAMANTHA M	08/10/2023	\$680.66
00026739	E04795	SIEVE, MYCHAELLA J	08/10/2023	\$556.80
00026740	E04927	SINGER, LAUREN ROSE EMIKO N	08/10/2023	\$935.91
00026741	E03895	SMITH, REBECCA S	08/10/2023	\$408.91
00026742	E05153	SODERSTROM, LOGAN K	08/10/2023	\$1,076.98
00026743	E05151	SORIANO, KIMBERLY A	08/10/2023	\$582.93
00026744	E04798	TANG, ETHAN	08/10/2023	\$1,125.03
00026745	E05131	TRAN, NGOC DIEM	08/10/2023	\$349.63
00026746	E05030	TRIGGS, MARY SHANNON	08/10/2023	\$1,589.02
00026747	E01396	VALDIVIA, CLAUDIA	08/10/2023	\$3,590.99
00026748	E00015	VAN SICKLE, JEFFREY	08/10/2023	\$2,727.90
00026749	E04687	VARGAS, SAMANTHA B	08/10/2023	\$779.38
00026750	E05046	VARGAS-CABRERA, ARMANDO	08/10/2023	\$802.16
00026751	E03085	VICTORIA, PAUL E	08/10/2023	\$1,553.54
00026752	E05117	VILLALPANDO, MIA F	08/10/2023	\$1,170.65
00026753	E05018	VILLEGAS, MIA A	08/10/2023	\$101.98
00026754	E04609	VIRAMONTES, JACOB D	08/10/2023	\$901.55
00026755	E04937	VO, ADRIAN K	08/10/2023	\$568.60
00026756	E04274	WILMES, DAVID M	08/10/2023	\$574.04
00026757	E05070	XOOL VARGAS, RUDY G	08/10/2023	\$298.64
00026758	E05076	XU, CHARLIE	08/10/2023	\$58.27
00026759	E03819	ALAMILLO, MARCOS R	08/10/2023	\$3,798.73
00026760	E03712	ALARCON, CLAUDIA	08/10/2023	\$19,237.16
00026761	E03616	ALCARAZ, MARIA A	08/10/2023	\$2,204.26
00026762	E00121	ALLISON, WILLIAM	08/10/2023	\$5,645.64
00026763	E04873	ALVARADO, MADELINE M	08/10/2023	\$1,968.25
00026764	E04080	ALVAREZ BROWN, RICHARD A	08/10/2023	\$0.00
00026765	E05028	AMAYA, JOSE J	08/10/2023	\$3,084.52
00026766	E03011	ANDERSON, BOBBY B	08/10/2023	\$3,663.11

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00026767	E05040	ARCHULETA, ANDREW M	08/10/2023	\$3,299.03
00026768	E01234	ARELLANO, PEDRO R	08/10/2023	\$4,367.84
00026769	E04875	ARROYO, SANDRA M	08/10/2023	\$2,555.92
00026770	E04497	ASHBAUGH, TIMOTHY R	08/10/2023	\$3,240.99
00026771	E03397	ASHBY, PAUL W	08/10/2023	\$3,679.81
00026772	E04719	ATWOOD, MARIA S	08/10/2023	\$194.95
00026773	E04613	AVALOS JR, FRANCISCO	08/10/2023	\$1,970.38
00026774	E04550	BAEK, SHARON S	08/10/2023	\$2,723.99
00026775	E05062	BAEZ, JASMIN	08/10/2023	\$606.90
00026776	E04209	BAINTO, JUDY A	08/10/2023	\$596.85
00026777	E04778	BAKER, COLLIN E	08/10/2023	\$4,879.71
00026778	E03005	BANKSON, JOHN F	08/10/2023	\$4,329.50
00026779	E04645	BARRAZA, RENE	08/10/2023	\$3,850.34
00026780	E05041	BARRIOS-ROA, JAYDE D.	08/10/2023	\$2,332.88
00026781	E04432	BEHZAD, JOSHUA K	08/10/2023	\$2,373.76
00026782	E04951	BELLO, ANGELICA	08/10/2023	\$1,842.86
00026783	E04976	BELTHIUS, TYLER E	08/10/2023	\$589.88
00026784	E04753	BERENGER, BEAU A	08/10/2023	\$3,857.81
00026785	E03296	BERESFORD, EVAN S	08/10/2023	\$3,550.34
00026786	E01604	BERLETH, RYAN S	08/10/2023	\$2,280.34
00026787	E03443	BLUM, JAMES A	08/10/2023	\$4,620.23
00026788	E03363	BOWEN, GENA M	08/10/2023	\$2,709.47
00026789	E04767	BOWMAN, TROY F	08/10/2023	\$2,762.17
00026790	E04963	BOYENS III, ROBERT	08/10/2023	\$3,292.23
00026791	E00946	BROME, KAREN D	08/10/2023	\$2,829.90
00026792	E04803	BRANTNER, BRITTANEE N	08/10/2023	\$2,308.73
00026793	E05083	BRITTON, CODY W	08/10/2023	\$3,256.77
00026794	E03380	BROWN, JEFFREY A	08/10/2023	\$5,311.12
00026795	E03968	BRUNICK, CARISSA L	08/10/2023	\$2,250.27
00026796	E05074	BUJANONDA, CHANON	08/10/2023	\$2,782.53
00026797	E02031	BURILLO, RICHARD O	08/10/2023	\$6,348.58
00026798	E03972	BUSTILLOS, RYAN V	08/10/2023	\$3,969.76
00026799	E05077	CAGLE, RONALD L	08/10/2023	\$1,996.72
00026800	E03964	CAMARA, DANIEL A	08/10/2023	\$2,753.45
00026801	E04074	CAMPOS, JESENIA	08/10/2023	\$2,315.67

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00026802	E03739	CAPPS, THOMAS A	08/10/2023	\$6,764.73
00026803	E05002	CARBALLO, MILTON A	08/10/2023	\$2,453.71
00026804	E02372	CENTENO, JUAN C	08/10/2023	\$5,081.30
00026805	E03607	CHANG, DAVID Y H	08/10/2023	\$2,246.76
00026806	E04867	CHAPPELL, SHYLER R.D.	08/10/2023	\$870.04
00026807	E03481	CHAURAN HAIRGROVE, TAMMY L	08/10/2023	\$2,412.64
00026808	E04498	CHEATHAM, JEROME L	08/10/2023	\$4,478.25
00026809	E01541	CHO, HAN J	08/10/2023	\$2,232.18
00026810	E03423	CHOWDHURY, JACINTA F	08/10/2023	\$1,946.73
00026811	E00003	CIBOSKY, COURTNEY P	08/10/2023	\$2,969.84
00026812	E04539	CLASBY JR, BRIAN M	08/10/2023	\$684.47
00026813	E04872	CORNETT, KRISTINA L	08/10/2023	\$1,786.97
00026814	E04832	CORTEZ JR, DARRYL B	08/10/2023	\$2,346.24
00026815	E04666	CORTEZ, JULIO C	08/10/2023	\$2,820.72
00026816	E01875	COUGHRAN, ADAM B	08/10/2023	\$44.91
00026817	E01796	COULTER, GARY L	08/10/2023	\$3,262.64
00026818	E04555	CRUZ, REYNA	08/10/2023	\$2,072.57
00026819	E01364	DALTON, BRIAN D	08/10/2023	\$4,202.25
00026820	E04874	DANG, JOHN	08/10/2023	\$853.64
00026821	E04503	DAVILA, ISAAC	08/10/2023	\$3,214.93
00026822	E04431	DE ALMEIDA LOPES, NICHOLAS A	08/10/2023	\$5,349.32
00026823	E04731	DE PADUA, TANNER C	08/10/2023	\$2,917.88
00026824	E03691	DELGADO JR, JUAN L	08/10/2023	\$4,995.54
00026825	E03395	DIX, JENNIFER A	08/10/2023	\$3,423.36
00026826	E05088	DOAN, THOMMY	08/10/2023	\$2,575.62
00026827	E02313	DOSCHER, RONALD A	08/10/2023	\$3,530.90
00026828	E04586	DOVEAS, CHRISTOPHER C	08/10/2023	\$11.79
00026829	E04281	DRISCOLL, RUSSELL B	08/10/2023	\$2,036.11
00026830	E04844	DUARTE, TAYLOR M	08/10/2023	\$2,467.68
00026831	E04720	DUDLEY, BROD D	08/10/2023	\$3,690.06
00026832	E03625	EARLE, CHRISTOPHER M	08/10/2023	\$3,562.07
00026833	E03740	EL FARRA, AMIR A	08/10/2023	\$5,068.80
00026834	E03927	ELHAMI, MICHAEL K	08/10/2023	\$3,438.64
00026835	E03933	ELIZONDO, BENJAMIN M	08/10/2023	\$3,422.66
00026836	E04016	ELIZONDO, FLOR DE LIS	08/10/2023	\$2,429.22

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00026837	E01598	ELSOUSOU, HELENA	08/10/2023	\$4,537.63
00026838	E02708	ENRIQUEZ, JOHN G	08/10/2023	\$978.45
00026839	E02734	ESCALANTE, OTTO J	08/10/2023	\$6,604.45
00026840	E04334	ESCOBEDO, JOSHUA N	08/10/2023	\$3,409.73
00026841	E02724	ESTLOW, STEPHEN C	08/10/2023	\$3,601.15
00026842	E04358	ESTRADA MONSANTO, MICHELLE N	08/10/2023	\$2,877.60
00026843	E04748	FAJARDO, JESUS	08/10/2023	\$2,823.96
00026844	E04303	FERREIRA JR, HECTOR	08/10/2023	\$3,067.77
00026845	E01663	FERRIN, KORY C	08/10/2023	\$4,274.11
00026846	E03976	FIGUEREDO, GEORGE R	08/10/2023	\$4,674.43
00026847	E04774	FLINN, PATRICIA C	08/10/2023	\$3,036.90
00026848	E02887	FOSTER, VICTORIA M	08/10/2023	\$2,056.68
00026849	E04033	FRANCISCO, KATHERINE M	08/10/2023	\$2,401.99
00026850	E02963	FRANKS, JAMES D	08/10/2023	\$3,231.41
00026851	E04747	FRESENIUS, ROBERT D	08/10/2023	\$3,536.74
00026852	E00903	FRUTOS, VERONICA	08/10/2023	\$2,163.43
00026853	E04729	GARCIA, JOSEPH A	08/10/2023	\$9,201.31
00026854	E03086	GARCIA, PETE	08/10/2023	\$4,304.99
00026855	E03659	GARNER, AMANDA B	08/10/2023	\$2,447.99
00026856	E02606	GEORGE, DAVID L	08/10/2023	\$2,222.32
00026857	E04351	GERDIN, MICHAEL E	08/10/2023	\$3,097.35
00026858	E04542	GIFFORD, ROBERT J	08/10/2023	\$3,438.83
00026859	E04658	GIRGENTI, BRIAN C	08/10/2023	\$3,401.49
00026860	E04401	GLEASON, SEAN M	08/10/2023	\$5,028.29
00026861	E04917	GOMEZ, JESUS	08/10/2023	\$3,500.70
00026862	E04863	GONZALEZ JR, GONZALO	08/10/2023	\$2,948.33
00026863	E05003	HA, DANNY	08/10/2023	\$3,069.08
00026864	E04732	HADDEN, TRAVIS J	08/10/2023	\$3,378.43
00026865	E04787	HALEY, KYLE N	08/10/2023	\$2,620.85
00026866	E03527	HALLER, TROY	08/10/2023	\$4,855.67
00026867	E03402	HEINE, STEVEN H	08/10/2023	\$3,989.92
00026868	E02469	HERRERA, JOSE D	08/10/2023	\$3,969.62
00026869	E04244	HINGCO, PINKY C	08/10/2023	\$3,866.62
00026870	E03713	HOLLOWAY, WILLIAM T	08/10/2023	\$4,797.70
00026871	E04739	HOWARD, JASON A	08/10/2023	\$4,140.78

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00026872	E04654	HURLEY, KIRK P	08/10/2023	\$2,481.95
00026873	E04089	HUTCHINS, DONALD J	08/10/2023	\$3,817.11
00026874	E03815	HUYNH, AI KELLY	08/10/2023	\$3,054.17
00026875	E03559	HUYNH, THI A	08/10/2023	\$3,347.77
00026876	E04915	ITURRALDE, JENNIFER L	08/10/2023	\$1,428.79
00026877	E04583	JENSEN, MICHAEL J	08/10/2023	\$4,133.68
00026878	E02935	JENSEN, NICKOLAS K	08/10/2023	\$4,025.66
00026879	E04587	JIMENEZ JR, EFRAIN A	08/10/2023	\$4,445.42
00026880	E04781	JIMENEZ TAVAREZ, SERGIO J	08/10/2023	\$5,615.26
00026881	E04655	JOHNSON, CODY M	08/10/2023	\$2,566.43
00026882	E03368	JOHNSON, JASON L	08/10/2023	\$3,723.24
00026883	E03831	JORDAN, GERALD F	08/10/2023	\$3,222.59
00026884	E04444	JULIENNE, PATRICK R	08/10/2023	\$3,486.98
00026885	E04460	KAISER, GEORGE R	08/10/2023	\$1,212.08
00026886	E04559	KELLEY, KRISTOFER D	08/10/2023	\$4,080.99
00026887	E04353	KEUILIAN, SHELBY	08/10/2023	\$2,310.82
00026888	E04663	KIM, CHAD B	08/10/2023	\$2,605.24
00026889	E04538	KIMBERLY, ALLYSON L	08/10/2023	\$1,814.94
00026890	E03932	KIVLER, ROBERT J	08/10/2023	\$3,063.60
00026891	E03389	KOLANO, JOSEPH L	08/10/2023	\$3,153.59
00026892	E03294	KOVACS, LEA K	08/10/2023	\$3,146.54
00026893	E05000	KOVACS, TIMOTHY M	08/10/2023	\$2,648.01
00026894	E04669	KOVACS, TIMOTHY P	08/10/2023	\$6,070.45
00026895	E03484	KUNKEL, PETER M	08/10/2023	\$3,815.85
00026896	E04804	LADD, LAUREN M	08/10/2023	\$2,205.67
00026897	E04857	LANG, MICHAEL J	08/10/2023	\$4,023.29
00026898	E03511	LAZENBY, NICHOLAS A	08/10/2023	\$3,410.63
00026899	E04877	LE, BAO TINH THI	08/10/2023	\$2,038.94
00026900	E04021	LEE, RAPHAEL M	08/10/2023	\$3,910.46
00026901	E04970	LEIVA, EDUARDO C	08/10/2023	\$5,594.83
00026902	E03488	LEYVA, ERICK	08/10/2023	\$4,416.87
00026903	E04541	LINK, DEREK M	08/10/2023	\$4,752.86
00026904	E00030	LOERA JR, RAFAEL	08/10/2023	\$12,070.04
00026905	E05033	LOFFLER, CHARLES H	08/10/2023	\$5,946.82
00026906	E02645	LOPEZ, DAVID	08/10/2023	\$3,796.42

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00026907	E05066	LORD, MARK A	08/10/2023	\$4,078.78
00026908	E04581	LOWEN, BRADLEY A	08/10/2023	\$3,251.11
00026909	E04761	LUCATERO, JESSE A	08/10/2023	\$3,333.31
00026910	E00027	LUKAS, STEVEN W	08/10/2023	\$2,374.96
00026911	E04048	LUX, ROBERT D	08/10/2023	\$2,685.15
00026912	E03663	LUX, RYAN M	08/10/2023	\$5,875.14
00026913	E04772	LY, LINDALINH THU	08/10/2023	\$1,701.14
00026914	E04661	MACHUCA, ROBERTO	08/10/2023	\$4,016.46
00026915	E03752	MACY, TAYLOR A	08/10/2023	\$3,451.82
00026916	E04532	MANIACI, GIANLUCA F	08/10/2023	\$4,161.84
00026917	E04435	MARCHAND, MATTHEW P	08/10/2023	\$4,799.77
00026918	E01359	MARTINEZ JR, MARIO	08/10/2023	\$4,870.71
00026919	E04974	MARTINEZ, JUANITA PATRICIA	08/10/2023	\$2,564.46
00026920	E02792	MATA, RAQUEL D	08/10/2023	\$1,141.16
00026921	E04656	MAZON, JORGE L	08/10/2023	\$2,684.80
00026922	E02796	MCFARLANE, MARIA C	08/10/2023	\$2,287.62
00026923	E06761	MEEKS, REBECCA S	08/10/2023	\$3,328.33
00026924	E03826	MEERS, BRYAN J	08/10/2023	\$3,586.94
00026925	E02655	MENDOZA CAMPOS, MELISSA	08/10/2023	\$3,025.20
00026926	E04402	MERRILL, KENNETH E	08/10/2023	\$617.20
00026927	E03965	MIHALIK, DANNY J	08/10/2023	\$3,240.94
00026928	E04865	MORIN, LINDA M	08/10/2023	\$3,570.55
00026929	E04352	MORSE, JEREMY N	08/10/2023	\$3,240.01
00026930	E01940	MORTON, NATHAN D	08/10/2023	\$3,817.13
00026931	E04454	MOSER, MICHAEL A	08/10/2023	\$1,978.99
00026932	E03929	MURILLO JR, RAUL	08/10/2023	\$5,440.20
00026933	E04626	MURO, JASON M	08/10/2023	\$3,830.24
00026934	E04577	MUSCHETTO, PATRICK J	08/10/2023	\$8,507.87
00026935	E03422	NADOLSKI, THOMAS R	08/10/2023	\$2,807.57
00026936	E05084	NAKANO HITZKE, SARAH V	08/10/2023	\$3,296.45
00026937	E04111	NEELY, JACOB J	08/10/2023	\$2,290.94
00026938	E05111	NGUYEN, HAU D	08/10/2023	\$510.79
00026939	E02813	NGUYEN, TRINA T	08/10/2023	\$1,972.92
00026940	E04540	NIKOLIC, ADAM C	08/10/2023	\$4,104.61
00026941	E05146	NIZ, IXA N	08/10/2023	\$1,877.95

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00026942	E05054	NUNEZ, BREANNE S	08/10/2023	\$2,323.65
00026943	E03367	OJEISEKHOBBA, JOHN O	08/10/2023	\$162.52
00026944	E03350	OLIVO, JOSHUA T	08/10/2023	\$4,421.53
00026945	E04035	ORTIZ, STEVEN TRUJILLO	08/10/2023	\$3,108.49
00026946	E03427	PANELLA, JOSEPH N	08/10/2023	\$4,538.46
00026947	E04910	PAQUA, BRANDON J	08/10/2023	\$2,471.46
00026948	E01948	PARK, BRANDY J	08/10/2023	\$3,257.82
00026949	E02995	PAYAN, CRISTINA V	08/10/2023	\$2,455.98
00026950	E00824	PAYAN, LUIS A	08/10/2023	\$5,061.75
00026951	E04843	PEREZ, EMMANUEL	08/10/2023	\$2,770.52
00026952	E00145	PERKINS, JASON S	08/10/2023	\$4,549.94
00026953	E04429	PHAM, PHILLIP H	08/10/2023	\$3,364.23
00026954	E06938	PLUARD, DOUGLAS A	08/10/2023	\$4,645.24
00026955	E03299	POLOPEK, COREY T	08/10/2023	\$3,937.47
00026956	E05050	QUANG, DENNIS	08/10/2023	\$2,575.31
00026957	E04788	QUIROZ, LUIS A	08/10/2023	\$7,247.18
00026958	E05100	RAABE, MATTHEW A	08/10/2023	\$2,293.22
00026959	E03967	RAMIREZ OROZCO, SINDY	08/10/2023	\$3,228.79
00026960	E04955	RAMIREZ, KAYLYN C	08/10/2023	\$1,826.29
00026961	E03390	RAMIREZ, LUIS F	08/10/2023	\$4,105.23
00026962	E05021	RAMIREZ, TERRA M	08/10/2023	\$4,001.14
00026963	E04914	RAMOS, RODOLFO B	08/10/2023	\$37.88
00026964	E03217	RANEY, JOHN E	08/10/2023	\$4,555.26
00026965	E04941	RASMUSSEN, TRENTON L	08/10/2023	\$2,446.73
00026966	E04659	REED, THOMAS S	08/10/2023	\$2,555.29
00026967	E03486	REYES, RON A	08/10/2023	\$3,300.52
00026968	E04911	RICHARDS, BRYANT D	08/10/2023	\$2,303.50
00026969	E04437	RICHMOND, RYAN R	08/10/2023	\$3,212.20
00026970	E04860	ROCHA, RUDY A	08/10/2023	\$1,819.91
00026971	E04738	RODRIGUEZ, DANIEL	08/10/2023	\$3,583.82
00026972	E04082	RODRIGUEZ, JENNIFER M	08/10/2023	\$3,335.72
00026973	E05001	RODRIGUEZ, RYAN ELIJAH	08/10/2023	\$3,036.20
00026974	E04438	ROGERS, CHRISTIN E	08/10/2023	\$3,382.60
00026975	E04385	ROJAS, ASHLEY C	08/10/2023	\$2,027.21
00026976	E04507	ROMBOUGH, JENNIFER V	08/10/2023	\$2,202.68

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00026977	E04552	RUZIECKI, ERIC T	08/10/2023	\$4,016.23
00026978	E02845	SALAZAR, SEAN M	08/10/2023	\$3,540.12
00026979	E04845	SALGADO JR., ALFREDO	08/10/2023	\$2,459.78
00026980	E03297	SAMOFF, TANYA L	08/10/2023	\$2,941.33
00026981	E02646	SANTANA, LINO G	08/10/2023	\$4,684.32
00026982	E05086	SEELY, BRITTANY L	08/10/2023	\$466.18
00026983	E03035	SEYMOUR, SUSAN A I	08/10/2023	\$3,501.22
00026984	E04282	SHELGREN, CHRISTOPHER M	08/10/2023	\$4,914.47
00026985	E04616	SHIPLEY, AARON T	08/10/2023	\$3,551.46
00026986	E02937	SHORROW, NICOLE D	08/10/2023	\$3,114.85
00026987	E04864	SILVA, LEVI JOENIEL	08/10/2023	\$2,386.30
00026988	E04576	SIMONS, SHAYLEN L	08/10/2023	\$2,773.93
00026989	E04934	SLETTVET, HEATHER P	08/10/2023	\$2,853.39
00026990	E02587	SOSEBEE, DANNY J	08/10/2023	\$2,440.90
00026991	E03563	SPELLMAN, MARSHA D	08/10/2023	\$2,987.13
00026992	E04500	STAAL, GAREY D	08/10/2023	\$3,762.84
00026993	E03218	STARNES, CHARLES W	08/10/2023	\$4,078.63
00026994	E03761	STEPHENSON III, ROBERT M	08/10/2023	\$4,996.13
00026995	E04584	STROUD, BRIAN T	08/10/2023	\$4,693.57
00026996	E02979	TESSIER, PAUL M	08/10/2023	\$3,951.10
00026997	E04449	TRAN, SPENCER T	08/10/2023	\$2,700.85
00026998	E05145	VACCARO, CHRISTIAN L	08/10/2023	\$466.18
00026999	E02982	VAICARO, VINCENTE J	08/10/2023	\$4,733.08
00027000	E03053	VALENCIA, EDGAR	08/10/2023	\$3,652.82
00027001	E04667	VAUGHN, CALEB I	08/10/2023	\$1,751.74
00027002	E04434	VELLANOWETH, KIMBRA S	08/10/2023	\$2,319.87
00027003	E04903	VIGIL, DANIEL C	08/10/2023	\$2,543.65
00027004	E03022	VU, TUONG-VAN NGUYEN	08/10/2023	\$2,405.97
00027005	E04730	VU, TYLER D	08/10/2023	\$3,118.56
00027006	E01905	WAINWRIGHT, JONATHAN B	08/10/2023	\$3,736.88
00027007	E03220	WARDLE, DENNIS	08/10/2023	\$3,628.11
00027008	E03213	WARDLE, SANTA	08/10/2023	\$2,127.99
00027009	E04758	WEYKER, CHRYSTAL L	08/10/2023	\$2,334.59
00027010	E03930	WHITNEY, CHERYL L	08/10/2023	\$1,994.78
00027011	E03305	WIMMER, ROYCE C	08/10/2023	\$5,546.25

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00027012	E04762	WREN, DANIELLE E	08/10/2023	\$2,905.28
00027013	E04763	WRIGHT, SARAH A	08/10/2023	\$2,758.29
00027014	E04856	XU, DUO	08/10/2023	\$1,895.71
00027015	E03543	YELENSKY, SHANNON M	08/10/2023	\$1,923.35
00027016	E04156	YERGLER, JOHN J	08/10/2023	\$3,251.38
00027017	E04722	YNIGUEZ, COLE A	08/10/2023	\$2,644.81
00027018	E09942	YOUNG, DAVID C	08/10/2023	\$1,376.88
00027019	E01978	ZMIJA, ADAM D	08/10/2023	\$4,233.48
00027020	E04517	AGUIRRE, ALFRED J	08/10/2023	\$3,218.11
00027021	E01626	AGUIRRE, ANSELMO	08/10/2023	\$2,294.22
00027022	E05087	ALVAREZ, CARLOS J	08/10/2023	\$1,171.04
00027023	E04631	ANDREI, IOAN	08/10/2023	\$1,211.42
00027024	E05113	ARAUJO, ANTONIO	08/10/2023	\$643.45
00027025	E04678	BABINSKI IV, SYLVESTER A	08/10/2023	\$2,268.33
00027026	E05098	BARNESE, VINCENZO A	08/10/2023	\$2,518.60
00027027	E05135	BARNHART, CHARLEY A	08/10/2023	\$750.02
00027028	E04336	BECERRA, RODOLPHO M	08/10/2023	\$2,225.20
00027029	E04972	BECERRA-SAMANIEGO JR, GABRIEL	08/10/2023	\$2,670.83
00027030	E01255	BOS, MICHAEL C	08/10/2023	\$2,330.81
00027031	E04650	BUCHLER, RAYMOND A	08/10/2023	\$1,922.14
00027032	E01584	CANDELARIA, DANIEL J	08/10/2023	\$4,597.85
00027033	E04300	CANO, EDGAR A	08/10/2023	\$2,614.06
00027034	E03828	CANTRELL, JEFFREY G	08/10/2023	\$2,656.31
00027035	E05063	CARRILLO, GEORGE	08/10/2023	\$2,516.35
00027036	E03811	CARRISOZA, ALBERT J	08/10/2023	\$2,168.59
00027037	E00916	CARTER, PHILLIP J	08/10/2023	\$3,567.54
00027038	E04869	CHAVEZ, DAMIAN JESUS	08/10/2023	\$779.84
00027039	E04551	CONTRERAS, GABRIELA R	08/10/2023	\$2,700.70
00027040	E03518	COTTON, JULIE T	08/10/2023	\$1,856.28
00027041	E03807	DE LA ROSA, VINCENT L	08/10/2023	\$3,332.14
00027042	E03736	DIBAJ, KAMYAR	08/10/2023	\$3,606.94
00027043	E05122	DORADO, ANTHONY	08/10/2023	\$758.93
00027044	E02515	DUVALL, RICK L	08/10/2023	\$3,082.89
00027045	E04514	ESPINOZA, ERIC M	08/10/2023	\$2,219.01
00027046	E03733	ESPINOZA, JULIA	08/10/2023	\$1,362.65

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00027047	E03405	FERNANDEZ, CECILIA A	08/10/2023	\$1,336.93
00027048	E04990	FLORES, MITCHELL C	08/10/2023	\$1,964.48
00027049	E05064	FOX, LUCAS	08/10/2023	\$1,348.89
00027050	E05037	GAINES, JEFFREY S	08/10/2023	\$956.29
00027051	E05010	GALVAN, EDGAR	08/10/2023	\$983.26
00027052	E04754	GARCIA, ALICIA R	08/10/2023	\$1,730.45
00027053	E04677	GIROUARD, CASEY G	08/10/2023	\$1,645.53
00027054	E05156	GOMEZ HERNANDEZ, RICARDO	08/10/2023	\$873.04
00027055	E04629	GOMEZ, DIANA	08/10/2023	\$1,040.57
00027056	E03341	GONZALEZ, JORGE	08/10/2023	\$1,291.36
00027057	E03400	GREENE, MICHAEL R	08/10/2023	\$2,440.03
00027058	E03685	GUZMAN, JESSE	08/10/2023	\$2,696.57
00027059	E04299	HANSEN, AARON R	08/10/2023	\$2,089.54
00027060	E03523	HARO, GLORIA A	08/10/2023	\$1,292.20
00027061	E03759	HERNANDEZ, HERMILO	08/10/2023	\$2,886.19
00027062	E04622	HOFER, ALICIA M	08/10/2023	\$2,041.54
00027063	E02874	HOLMON III, ALBERT J	08/10/2023	\$4,136.08
00027064	E04347	HSIEH, NICOLAS C	08/10/2023	\$3,666.62
00027065	E03588	HUYNH, HUY HOA	08/10/2023	\$2,466.12
00027066	E04831	ILFELD, MATTHEW D	08/10/2023	\$2,061.74
00027067	E01907	JACOT, ROSEMARIE	08/10/2023	\$2,392.58
00027068	E04296	JOHNSON, ERIC W	08/10/2023	\$1,733.74
00027069	E04979	JURADO, MICHAEL	08/10/2023	\$1,379.19
00027070	E04470	KAYLOR, BRENT	08/10/2023	\$2,629.01
00027071	E04728	KHALIL, MARK M	08/10/2023	\$2,289.89
00027072	E05115	KOUTSOYANOPULOS, ALDOCHRIS V	08/10/2023	\$1,640.68
00027073	E04382	KWIATKOWSKI, BRYAN D	08/10/2023	\$1,986.99
00027074	E02852	LADNEY, MARK W	08/10/2023	\$2,906.41
00027075	E04769	LAMAS, LEONEL A	08/10/2023	\$1,076.67
00027076	E03813	LEWIS, SHAN L	08/10/2023	\$3,240.16
00027077	E03301	LEYVA, RAUL	08/10/2023	\$4,479.24
00027078	E05065	LOMELI, JONATHAN	08/10/2023	\$1,054.87
00027079	E05155	LOPEZ, MOISES	08/10/2023	\$837.48
00027080	E05006	MARQUEZ, STEVEN ADAM	08/10/2023	\$1,422.44
00027081	E05364	MARU, NAVIN B	08/10/2023	\$10,153.09

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00027082	E04665	MEJIA, DIEGO A	08/10/2023	\$2,168.97
00027083	E03493	MENDEZ, RIGOBERTO	08/10/2023	\$2,251.38
00027084	E04998	MENDOZA, LAURA	08/10/2023	\$1,032.81
00027085	E04724	MOORE, DOUGLAS A	08/10/2023	\$2,849.16
00027086	E04827	MORELAND, ANDREW J	08/10/2023	\$1,679.23
00027087	E04222	MOSS, DANIEL C	08/10/2023	\$1,586.82
00027088	E01243	MURRAY JR, WILLIAM E	08/10/2023	\$7,604.66
00027089	E04634	NAVARRO, JUAN C	08/10/2023	\$3,307.09
00027090	E04969	ORNELLAS, MICHAEL	08/10/2023	\$1,449.02
00027091	E03378	ORTIZ, STEVEN T	08/10/2023	\$2,956.07
00027092	E04999	ORTUNO, ANIBAL	08/10/2023	\$2,073.44
00027093	E05114	PACE, FRANK D	08/10/2023	\$923.73
00027094	E03754	PINKSTON, RICHARD L	08/10/2023	\$2,641.84
00027095	E05112	POE, HEIDI L	08/10/2023	\$2,983.23
00027096	E04567	POWELL, AUSTIN H	08/10/2023	\$2,764.56
00027097	E03799	QUIROZ, ROLANDO	08/10/2023	\$3,051.68
00027098	E05031	RAMIREZ, AACIN	08/10/2023	\$2,089.18
00027099	E04572	REED, MELVIN P	08/10/2023	\$2,064.02
00027100	E02058	REYES, DELFRADO C	08/10/2023	\$1,356.41
00027101	E04295	ROBLES, RAFAEL	08/10/2023	\$2,076.67
00027102	E04563	RODRIGUEZ, ADRIANNA M	08/10/2023	\$1,233.86
00027103	E05141	RODRIGUEZ, JOY R	08/10/2023	\$921.07
00027104	E05004	RUELAS, SERGIO	08/10/2023	\$2,405.71
00027105	E04289	SALDIVAR, RICARDO	08/10/2023	\$2,245.95
00027106	E04505	SANTOS, MICHAEL F	08/10/2023	\$3,502.01
00027107	E04836	SOTO, WILLIAM A	08/10/2023	\$1,758.45
00027108	E05089	STAIR, DEAN T	08/10/2023	\$1,127.66
00027109	E03091	SUDDUTH, STEPHEN D	08/10/2023	\$2,872.28
00027110	E01625	TAPIA, LUIS A	08/10/2023	\$3,115.51
00027111	E04756	TARIN, ALEXIS P	08/10/2023	\$2,728.08
00027112	E03239	TAUANU U, STEVE J	08/10/2023	\$2,548.41
00027113	E04773	THURMAN JR, EDWIN O	08/10/2023	\$1,097.31
00027114	E08679	THURMAN, RODERICK	08/10/2023	\$1,991.90
00027115	E04825	TRUJILLO, JOSEPH E	08/10/2023	\$1,690.73
00027116	E02482	UPHUS, MARK P	08/10/2023	\$4,691.24

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00027117	E03681	VASQUEZ, JOSE A	08/10/2023	\$3,102.10
00027118	E05136	VASQUEZ, PEDRO	08/10/2023	\$1,667.00
00027119	E05134	VEGA, ERIC J	08/10/2023	\$826.61
00027120	E02942	VERA, EVARISTO	08/10/2023	\$2,050.54
00027121	E03727	VERGARA NEAL, ANA G	08/10/2023	\$3,333.26
00027122	E05093	VIRAMONTES, ALEXANDRA	08/10/2023	\$2,871.40
00027123	E01580	VU, DAI C	08/10/2023	\$4,182.06
00027124	E04362	VU, KHANG L	08/10/2023	\$3,426.80
00027125	E03414	WILLIAMS, HILLARD J	08/10/2023	\$371.46
00027126	E04006	WILLIAMS, RICHARD L	08/10/2023	\$3,593.67
00027127	E05023	YNIGUEZ, KARISSA N	08/10/2023	\$2,628.44
00027128	E03436	ZIEGLER, RICK S	08/10/2023	\$649.47
00027129	E03917	ALLEN, CHRISTOPHER L	08/10/2023	\$77.20
00027130	E04163	AMBRIZ GARCIA, EDWARD D	08/10/2023	\$4,874.41
00027131	E04784	BANUELOS, ALEJANDRO	08/10/2023	\$2,475.22
00027132	E04063	BERGER, JAN	08/10/2023	\$2,577.70
00027133	E00651	BERMUDEZ, ROBERT P	08/10/2023	\$3,618.65
00027134	E03495	BLAS, VICTOR T	08/10/2023	\$2,853.34
00027135	E00070	CANNON, TIM P	08/10/2023	\$4,644.44
00027136	E04365	DAN, CARINA M	08/10/2023	\$2,561.56
00027137	E04440	DAVIS, RYAN H	08/10/2023	\$1,796.99
00027138	E03145	DE LA ROSA, FRANK X	08/10/2023	\$3,569.82
00027139	E03051	DIEMERT, RONALD W	08/10/2023	\$2,994.26
00027140	E02718	ESCOBAR, CHRIS N	08/10/2023	\$3,694.82
00027141	E03688	GLENN, JEREMY J	08/10/2023	\$111.09
00027142	E01618	GOMEZ, JOSE	08/10/2023	\$2,239.76
00027143	E02701	GONZALEZ, ALEJANDRO	08/10/2023	\$3,998.28
00027144	E03763	GRIFFIN, LARRY	08/10/2023	\$1,813.54
00027145	E04828	GUERRERO, MICHAEL V	08/10/2023	\$2,761.02
00027146	E04018	HAENDIGES, ROBERT A	08/10/2023	\$2,285.44
00027147	E03575	HART, RYAN S	08/10/2023	\$2,381.59
00027148	E03399	HOWENSTEIN, FRANK D	08/10/2023	\$2,640.47
00027149	E03406	HUY, EDWARD A	08/10/2023	\$2,321.33
00027150	E03446	JIMENEZ, VIDAL	08/10/2023	\$2,056.57
00027151	E04782	JIN, LIYAN	08/10/2023	\$2,678.66

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00027152	E03534	KIM, SAMUEL K	08/10/2023	\$4,161.06
00027153	E03254	KIRZHNER, ALLEN G	08/10/2023	\$3,076.50
00027154	E05095	LALLY, JASON T	08/10/2023	\$2,291.15
00027155	E03988	LI, REBECCA PIK KWAN	08/10/2023	\$4,231.84
00027156	E02063	MA AE, DAVID	08/10/2023	\$2,266.47
00027157	E03249	MANSON, RAQUEL K	08/10/2023	\$2,918.31
00027158	E04837	MARTINEZ, ALFREDO	08/10/2023	\$2,551.63
00027159	E02124	MEISLAHN, TYLER	08/10/2023	\$2,171.42
00027160	E04403	MONTGOMERY, JESSE K	08/10/2023	\$5,163.07
00027161	E03590	MOYA JR, STEVEN J	08/10/2023	\$2,523.43
00027162	E03519	MURAD, BASIL G	08/10/2023	\$3,520.53
00027163	E03144	NATLAND, KIRK L	08/10/2023	\$1,666.30
00027164	E04291	NGUYEN, DUC TRUNG	08/10/2023	\$2,541.54
00027165	E04904	NGUYEN, LISA	08/10/2023	\$894.24
00027166	E03221	NICOLAE, CORNELIU	08/10/2023	\$3,317.79
00027167	E04210	NUNES, BRANDON S	08/10/2023	\$1,968.68
00027168	E03923	ORNELAS, ANDREW I	08/10/2023	\$2,716.09
00027169	E03582	ORTEGA, DAVID A	08/10/2023	\$2,572.45
00027170	E03578	PASILLAS, CELESTINO J	08/10/2023	\$3,219.04
00027171	E03170	PEARSON, WILLIAM F	08/10/2023	\$2,603.39
00027172	E04805	POLIDORI, JESSICA J	08/10/2023	\$3,676.11
00027173	E02500	PORRAS, STEPHEN	08/10/2023	\$4,249.06
00027174	E07590	RUITENSCHILD, LES A	08/10/2023	\$3,465.18
00027175	E03926	RUIZ, JONATHAN	08/10/2023	\$3,709.64
00027176	E07690	SANTOS, ALEXIS	08/10/2023	\$2,217.73
00027177	E07692	SARMIENTO, ADRIAN M	08/10/2023	\$3,271.16
00027178	E04956	SON, TOMMY T	08/10/2023	\$2,121.91
00027179	E04301	TALAMANTES JR, ALBERT	08/10/2023	\$3,993.48
00027180	E04121	TRAN, MINH K	08/10/2023	\$2,549.86
00027181	E08881	VALENZUELA, ALEJANDRO N	08/10/2023	\$4,394.02
00027182	E01882	VIRAMONTES, JESSE	08/10/2023	\$2,318.37
00027183	E04195	WOLLAND, RONALD J	08/10/2023	\$3,065.15
00027184	E09940	YERGENSEN, VICTOR K	08/10/2023	\$2,347.03
00027185	E09954	ZAVALA, JOHN	08/10/2023	\$2,693.71
00027186	E05099	BECK, CRAIG A	08/10/2023	\$3,196.48

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00027187	E00740	BLODGETT, GREG	08/10/2023	\$4,269.08
00027188	E01338	CARRENO, SHAUNA J	08/10/2023	\$2,281.77
00027189	E03808	CHENG, ALANA R	08/10/2023	\$3,710.50
00027190	E03353	COVARRUBIAS, MONICA	08/10/2023	\$3,803.59
00027191	E05102	FLORES CRUZ, LAURA	08/10/2023	\$2,054.17
00027192	E03697	GUERRERO, PAUL	08/10/2023	\$3,531.64
00027193	E04750	HO, VY D	08/10/2023	\$1,905.12
00027194	E04096	HUYNH, DANNY	08/10/2023	\$5,266.85
00027195	E02612	KLOESS, VILMA C	08/10/2023	\$2,938.26
00027196	E01949	LE, IVY	08/10/2023	\$2,014.87
00027197	E05092	LE, LINH D	08/10/2023	\$2,220.32
00027198	E01280	LE, TAMMY	08/10/2023	\$1,775.57
00027199	E03617	LEE, GRACE E	08/10/2023	\$3,091.17
00027200	E05828	MIDDENDORF, LINDA	08/10/2023	\$3,441.29
00027201	E02895	MOURE, SVETLANA	08/10/2023	\$2,546.93
00027202	E03255	NGUYEN, PHUONG VIEN T	08/10/2023	\$2,324.29
00027203	E02560	NGUYEN, QUANG	08/10/2023	\$2,844.47
00027204	E01286	NGUYEN, TINA T	08/10/2023	\$2,247.57
00027205	E03541	PHI, THYANA T	08/10/2023	\$2,880.99
00027206	E05106	ROMERO, ALEX	08/10/2023	\$1,902.29
00027207	E04408	THRONE, TIMOTHY E	08/10/2023	\$2,339.39
00027208	E02543	TO, TANYA L	08/10/2023	\$1,765.32
00027209	E01971	TRAN, CUONG K	08/10/2023	\$2,505.89
00027210	E02056	TRUONG, ELAINE	08/10/2023	\$1,902.41
00027211	E02562	VO, THANH-NGUYEN	08/10/2023	\$1,938.00
00027212	E05104	YANG, DAEUN	08/10/2023	\$2,253.61
			EFT - Total	\$1,748,189.93
			Overall - Total	\$1,763,641.29

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize issuance of a purchase order to PB Loader Corporation for one (1) new Truck-Mounted Bulk Waste Loader. (Cost: \$369,610.54) (<i>Action Item</i>)	Date:	8/22/2023

OBJECTIVE

To secure City Council authorization for the purchase of one (1) new Truck-Mounted Bulk Waste Loader for the Trees and Flood Control Maintenance Section, estimated at \$369,610.54 from PB Loader Corporation through the Sourcewell competitive bid program, Contract No. 080521-PBL.

BACKGROUND

During the fiscal years 2023 through 2025 biennial budget process, a truck-mounted bulk waste loader was identified as a need to carry out essential Public Works departmental functions. Funding was secured and included in the adopted Fiscal Year 2023-24 budget.

DISCUSSION

The Public Works Trees and Flood Control Maintenance Section requested the addition of a new truck-mounted bulk waste loader to facilitate safer tree removal operations during scheduled tree trimming events, windstorms, and emergency responses (traffic collisions, etc.). Currently, section staff cut down fallen or dying trees, then proceed to manually load large and heavy tree limbs onto dump trucks. This process slows down operations, creates opportunities for bodily injuries, and requires the overuse of expensive contracted work for jobs that could now be internalized with the addition of this equipment. The equipment includes a dump truck mounted with a hydraulic 24' reach claw and top operator seat.

FINANCIAL IMPACT

The cost of \$369,610.54 to purchase the truck mounted bulk waste loader is included in the Public Works Department Trees Division's FY2023-2024 operational budget. No additional appropriation is needed to issue the purchase order.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$369,610.54 to PB Loader Corporation for the purchase of one (1) new Truck-Mounted Bulk Waste Loader for the Trees and Flood Control Maintenance Section.

By: Ana V. Neal, Principal Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Truck Mounted Waste Loader Quote	8/9/2023	Cover Memo	Waste Loader Quote.pdf



CITY OF GARDEN GROVE
GARDEN GROVE, CA
SOURCEWELL MEMBER ID# 32278
PROJECT: TRUCK MOUNTED BULK WASTE LOADER

QUOTATION
NO. 11738

DATE: 3/17/2023
TERMS: NET 30
F.O.B: DEALER

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
1		<p>PB LOADER CONTRACT NO. 080521-PBL SOURCEWELL CONTRACT - MARKET PRICES</p> <p>MARKET PRICE LOADER PALFINGER M100L72 HYDRAULIC LOADER COMPLETE WITH: - 23' 7" HORIZONTAL REACH VIA DOUBLE TELESCOPE WITH COMFORT DRIVE LATERAL TOP SEAT WITH MECHANICAL JOYSTICK CONTROLS - LOAD HOLDING VALVES ON ROTATION, MAIN BOOM, OUTER BOOM AND EXTENSIONS FUNCTIONS, 6" STABILIZER EXTENSIONS AND 10 TON EPSILON ROTATOR HOTSHIFT PTO WITH DIRECT MOUNT HYDRAULIC PUMP - PALFINGER 53 GALLON STEEL HYDRAULIC TANKS WITH TANK RETURN FILTER, 2" SHUT OFF VALVE AND 46 WEIGHT HYDRAULIC OIL CONTINENTAL HYDRAULIC HOSE AND FITTINGS - RECTANGULAR STEEL TUBE RISER BETWEEN TRUCK FRAME AND LOADER BASE - ABOVE CAB CATWALK WITH STREET AND CURBSIDE CATWALK ACCESS LADDERS WITH HANDRAILS. CATWALK CONSTRUCTED OF SERRATED, NON-SLIP GRATED MATERIAL. BACK OF CAB PROTECTOR MOUNTED BETWEEN UPRIGHTS FOR CATWALK - WEATHERPROOF ELECTRICAL JUNCTION BOX WITH DIN RAIL MOUNTED MINI-BREAKER FOR CRANE POWER AND THROTTLE RELAY, SOLENOID ACTIVATED WITH PTO SWITCH - THROTTLE CONTROL SWITCHES INSTALLED AT BOTH OPERATOR CONTROL STATIONS, WIRED TO THROTTLE RELAY IN JUNCTION BOX WITH RELAY CONNECTED TO TRUCK REMOTE PTO INTERFACE PLUG (IF SUPPLIED) - 42" BAKKER BDV100-42 REFUSE GRAPPLE FEATURING PROTECT CONNECT MOUNTING SYSTEM - 18' BEAUROC MPMD DUMP BODY WITH 48" SIDES - BODY FLOOR, SIDES AND TAILGATE CONSTRUCTED OF 3/16" DOMEX 100W STEEL - SINGLE SWING REAR BODY DOOR - TAFCO LL-800DH UNDERBODY HOIST - BODY PAINTED GLOSS BLACK ENAMEL - MANUAL DUMP BODY CONTROL VALVE LOCATED AT GROUND LEVEL ON DRIVER SIDE OF TRUCK - ACCESS LADDER ON CURB SIDE OF BODY WITH PULL OUT LADDER ON BOTTOM SIDE OF BODY. MANUAL, SPRING LOADED PULL TARP SYSTEM FOR BODY. - LED BODY LIGHT PACKAGE - 3/4" MARKER AND 3 LIGHT BAR LIGHTS WITH 6" OVAL STOP/TURN/TALE AND REVERSE LIGHTS IN REAR BODY POSTS - LED STROBE LIGHTS, CAB SWITCHED, FEATURING FLANGE MOUNTED STROBE LIGHTS IN FRONT GRILL / BUMPER, LOADER STABILIZER LEGS AND 6" OVAL LIGHTS IN REAR BODY POSTS. ADDITIONAL STROBE LIGHTS FOR FRONT SIDES OF HOOD AND FRONT CORNERS OF BODY, IN ADDITION TO LOCATIONS IN STANDARD PACKAGE. ALL STROBE LIGHTS TO BE WHELEN 5V3A. (2) BEACON STROBE LIGHTS ON CATWALK CORNERS, ECCO #EB7180. LED WORK LIGHT BAR FOR CURB SIDE, SWITCHED IN CAB. - STEEL SPRING LOADED, FRAME MOUNTED MUDFLAP BRACKETS WITH MUDFLAPS TUBE ICC BUMPER UPRIGHTS AND CROSS BEAM. - SPRING LOADED, FRAME MOUNTED MUDFLAP BRACKETS WITH MUDFLAPS - 18"X18"X36" BLACK STEEL TOOLBOX, FRAME MOUNTED - ONE (1) FRONT BUMPER MOUNTED CONE HOLDER, ONE (2) CONE HOLDERS MOUNTED ON CURB AND STREET SIDES BEHIND TANDEMS - TWO (2) COMPOSITE SQUARE STABILIZER PADS WITH GALVANIZED, LOCKABLE STORAGE BRACKETS - ALL DOT AND FUNCTION DECALS - QR CODE EQUIPMENT MANAGEMENT SYSTEM LABELING - COMPLETE LOAD AND STABILITY TESTING</p> <p>MARKET PRICE CHASSIS 2024 NEW FREIGHTLINER 114SD PLUS CONVENTIONAL CAB CHASSIS WITH: - CUMMINS L9N 320 HP @ 2000 RPM NATURAL GAS ENGINE - ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION - 30 DIESEL GAS EQUIVALENT AGILITY CNG FUEL TANK RIGHT HAND SIDE - 30 DIESEL GAS EQUIVALENT AGILITY CNG FUEL TANK LEFT HAND SIDE - MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE - TUFTRAC GEN2 40,000# REAR SPRING SUSPENSION - DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE - 20,000# TAPERLEAF FRONT SUSPENSION - 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB - ALUMINUM WHEELS - CAB PAINTED WHITE</p> <p>TOTAL NET PRICE: \$334,869.00 SALES TAX (8.75%): \$29,301.04 EXTENDED CHASSIS WARRANTY (NOTE 1) \$5,430.00 TIRE FEE: \$10.50 TOTAL: \$369,610.54</p> <p>NOTES: 1. EXTENDED CHASSIS WARRANTY INCLUDES: - 5-YEARS / 150,000 MILES EXTENDED ENGINE WARRANTY. FEX APPLIES. - 7-YEARS / UNLIMITED MILES EXTENDED TRANSMISSION COVERAGE - 5-YEARS / UNLIMITED MILES EXTENDED TOWING COVERAGE (\$ 1200 CAP FEX APPLIES) 2. FREIGHT TO DEALER INCLUDED. 3. PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY CHAIN AND PRODUCTION ISSUES 4. PURCHASE ORDERS ARE TO BE MADE OUT TO PB LOADER CORPORATION.</p>		\$166,837.00
1				\$168,032.00

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa Kim	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Award a contract to California Landscape and Design Inc., for City Project No. S-1311, Magnolia Park improvements. (Cost: \$703,780.) (<i>Action Item</i>)		
		Date:	8/22/2023

OBJECTIVE

To request that the City Council award a contract for City Project No. S-1311 to California Landscape and Design Inc. for Magnolia Park improvements. (Cost: \$703,780.) (*Action Item*)

BACKGROUND

The Magnolia Park Improvement Project is part of the capital improvement priorities outlined in the 2019 Parks and Facilities Master Plan. In November 2022, the City Council approved the request to issue a purchase order for Innovative Playground Company, Inc. for the purchase of new playground equipment at Magnolia Park through the Sourcewell competitive bid program, Contract #010521-BUR. Following this authorization approval, staff processed the purchase order for the new playground equipment that will be installed by the selected contractor for this city project bid.

Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100. Seven (7) bids were received and opened by the City Clerk's office on June 19, 2023, at 11:00 a.m. On June 27, 2023, the City Council approved the award of contract for Jon Gilmer Construction. Following this approval, Jon Gilmer Construction failed to meet contract requirements within the deadlines and multiple extensions provided to the company. In particular, Jon Gilmer Construction failed to provide the performance and labor and material bonds required by the Contract Documents and State law. Due to this failure, the City provided Jon Gilmer Construction with a "Notice of Cancellation of Award of Contract and Termination of Contract" on August 3, 2023.

DISCUSSION

As a result of the cancellation of the contract with the lowest bidder, Jon Gilmer

Construction, staff reviewed the remaining six (6) bids that were received for this project. The following is the order of bids, starting with the second lowest bidder:

2. \$721,175 California Landscape & Design Inc.
3. \$809,582 Rhome Profile Construction Corporation
4. \$904,628 MBC Enterprises Inc.
5. \$980,570 Environmental Construction Inc.
6. \$999,742 MLC Constructors, Inc.
7. \$1,114,257 PUB Construction Inc.

Staff is recommending that the City Council award the contract to the second lowest responsible bidder, California Landscape and Design Inc. The original bid amount from California Landscape and Design Inc. was \$721,175. However, in an effort to reduce project cost, staff solicited the California Landscape and Design Inc. to provide the City with its best and final bid. Acting in good faith, California Landscape and Design Inc. was able to lower their bid to \$703,780. The licenses and references for this contractor have been reviewed and verified by staff, and all other documentation is in order. Additionally, the City has previously worked with this contractor, as they were the primary contractor on the Atlantis Play Center perimeter fence upgrade. They completed the project in good standing with the City.

The major components of the project includes, installation of said playground and rubberized play surfacing, demolition and replacement of picnic shelter, demolition and replacement of perimeter pool fencing, and concrete work for new exercise equipment as well as ADA compliance paths of travel.

The anticipated contract schedule is as follows:

Award Contract – Aug 22, 2023

Begin Pre-Construction- September 19, 2023 (estimated)

Complete Construction- December 15, 2023 (estimated)

FINANCIAL IMPACT

There is no impact to the General Fund. The total contract amount of \$703,780 will be funded as follows: \$117,754.33 will be funded by the Prop 68 Per Capita grant with the remaining amount of \$586,025.67 included in the Community Services Capital Improvement budget and funded by Citywide Park Fee and Park Fee funds.

RECOMMENDATION

It is recommended that the City Council:

- Confirm the cancellation of the contract with Jon Gilmer Construction for failure to provide the required bonds, and award a contract for City Project No. S-1311 to California Landscape and Design Inc. for Magnolia Park improvements in the amount of \$703,780; and
- Authorize the City Manager to execute the agreement with California Landscape and Design Inc. on behalf of the City, and make minor modifications as appropriate.

By: Mark Freeman, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
CA Landscapes Contract	8/14/2023	Agreement	CA_Landscapes_CONSTRUCTION_AGREEMENT.pdf
Magnolia Park Layout	8/10/2023	Backup Material	L-2_plans_wth_labels.png
Magnolia Park New Shelter	8/10/2023	Backup Material	Shelter_cover_page.png
Playground Rendering w/Orange in PIP	8/10/2023	Backup Material	Magnolia_Park_Playground_3.jpg
Playground Rendering Front View	8/10/2023	Backup Material	Magnolia_Park_Playground_4.jpg

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this _____ day of June, 2023 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **California Landscape and Design Inc.**, hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **MAGNOLIA PARK IMPROVEMENTS, CITY PROJECT NO. S-1311**

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

WHEREAS, CITY has solicited bids for a capital improvement project, hereinafter referred to as "PROJECT," more fully described as MAGNOLIA PARK IMPROVEMENTS, CITY PROJECT NO. S-1311 in the City of Garden Grove; and

CONTRACTOR has been selected to perform said services,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. STATEMENT OF WORK ACCEPTANCE OF RISK

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action of the elements, from any unforeseen difficulties which may arise or be encountered in the prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

2. ACCEPTANCE OF CONDITIONS OF WORK PLANS AND SPECIFICATIONS

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

It is agreed that the Contract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

"Contract Documents" as defined herein mean and include:

A. This Agreement;

- B. Bonds covering the work herein agreed upon;
- C. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Department of Community Services of CITY (hereinafter referred to as "DCS"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of DCS, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed **Seven Hundred and Three Thousand Seven Hundred Eighty Dollars (\$703,780)**, as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice to Proceed is issued and diligently prosecute the PROJECT to completion within **Eighty Three (83) working days** from the day the Notice to Proceed is issued by DCS, excluding delays provided for in this Agreement.

Demolition = 10 working days

Site Preparation, Irrigation and Grass Repairs = 10 working days

Construction; Install Play Equipment and Features, Install Shade Structure, Concrete Forms Pour Rubber Surfacing Pour / Fabrication Fencing / Railing etc. = 63 working days

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by DCS. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as DCS may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of DCS, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by DCS.

When directed to change the work, CONTRACTOR shall submit immediately to DCS a written cost proposal reflecting the effect of the change. Should DCS not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by DCS and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the Agreement price will be adjusted upward or downward accordingly.

7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

8. BONDS

CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final Agreement price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

9. WARRANTIES

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

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

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

10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of **One Thousand Dollars (\$1,000.00)** per each calendar days delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless DCS shall grant a further period of time), notify DCS in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of DCS shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

12. DEMANDS FOR ADDITIONAL TIME OR MONEY

A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

- (a) A time extension;
- (b) Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;
- (c) Payment of an amount the CITY disputes;
- (d) Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;
- (e) A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or unknown physical conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or
- (f) A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the DCS (or his or her written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The DCS shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The DCS shall act on the Demand within fifteen (15) days after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the DCS in writing of the conditions, so that the CITY may promptly investigate the conditions.

E. If the CONTRACTOR disputes the DCS's written response on the Demand, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the Community Services Director in writing, either within fifteen (15) days of receipt of the Community Services Director's response or within fifteen (15) days of the DCS's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request, the DCS shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If the CITY and CONTRACTOR are unable to reach a mutual agreement, then the City Project Manager shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the City as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the time the CONTRACTOR submits his or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. DCS may, at its sole discretion, when warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, DCS shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

14. PROGRESS PAYMENTS

Each month DCS will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of DCS, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if DCS finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by DCS, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty (30) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by DCS, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with DCS its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

18. RISK AND INDEMNIFICATION

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

19. INSURANCE

19.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

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

19.3 CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

19.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and

volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 2010, CG 2026, CG 20 33, or CG 20 38; **and** CG 2037) that conform to CITY's requirements, as approved by the CITY. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance, as approved by the CITY. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insured's. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

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

19.5 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$1,000,000 combined single limit for bodily injury and property damage.
Bailee Coverage	Full value of playground equipment/ property in the care, custody, and control by CONTRACTOR.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

20. CALIFORNIA PREVAILING WAGE LAW AND FEDERAL DAVIS-BACON ACT.

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

Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

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

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

D. Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one

E. Calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Project Manager. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

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

H. Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of

Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

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

21. TERMINATION

This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

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

Upon termination, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

22. DISPOSITION OF PLANS ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

23. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

24. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the California Government Code.

25. STOP NOTICES• RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices.

CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

26. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

City of Garden Grove
ATTN: Mark Freeman
11222 Acacia Parkway
Garden Grove, CA 92840
(714) 741-5200 Phone
(714) 741-5579 Fax

TO CONTRACTOR:

California Skateparks
Attn: Joseph M. Ciaglia Jr.
12362 Baja Panorama,
Santa Ana, CA 92750
714-854-5155

27. SECTION HEADINGS

The titles, captions, section, paragraph, and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

28. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

29. ATTORNEY'S FEES

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

30. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall

prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California and venue shall be in Orange County.

32. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

33. CONSENT

Where CITYs consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be consent/approval to any subsequent occurrence of the same or any other transaction or event.

34. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR agrees to comply with all requirements and utilize fair employment practices in accordance with California Government Code Sections 12900 et seq.

35. SIGNATORIES

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

36. ENTIRETY

The foregoing set forth the entire Agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing duly executed by both parties. .

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement.

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Lisa Kim
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

California Landscape and Design Inc.

By: _____

Name: _____

Title: _____

Tax ID No _____

Contractor's License: _____

Expiration Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date:

FAITHFUL PERFORMANCE BOND

Bond No. _____
Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____,
_____,
as Principal, and _____,
as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of _____

Lawful money of the United States, for the payment of which we bind heirs, our executors,
administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at _____,
telephone no. _____; the Surety is licensed to do business in the State of California; and the
California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: _____

Address: _____

Telephone No.: _____

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a
party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has agreed entered into a contract attached hereto, dated the _____ day of _____, 2023 with the CITY OF GARDEN GROVE for **MAGNOLIA PARK IMPROVEMENTS, CITY PROJECT NO. S-1311.**
2. If the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the contract to be performed by the Principal, as set forth in the contract, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the Surety will pay reasonable attorneys' fees.
3. Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents or of work performed shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

FAITHFUL PERFORMANCE BOND (Continues)

Executed this ____ day of _____, 20__

Principal

Principal

By: _____
Surety

By: _____
Attorney-in-Fact

California Resident Agent

By: _____
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On this ____ day of _____, 20__, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the Attorney-in-Fact of the _____, of
(Corporation)

_____, and acknowledged that it executed the attached bond to the
(State)

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

Notary Public in and for said County and State
My Commission expires: _____

LABOR AND MATERIAL BOND

Bond No. _____
Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____

_____,
as Principal, and _____, as Surety,
are held and firmly bound unto the City of Garden Grove, California ("CITY") in the sum of _____
Dollars (\$_____), lawful money of the United
States, for the payment of the sum, we bind heirs, our executors, administrators, successors, and
ourselves jointly and severally.

That the Surety's office is located at _____,
_____ telephone no. _____; the Surety is licensed to do business in
the State of California; and the California Insurance Agent's License No., address, and telephone
no. are as follows:

License No.: _____

Address: _____

Telephone No.: _____

That the following clause must be completed if, in fact, a non-resident agent for the Surety is
a party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated _____ day of _____, 2023, with the CITY OF GARDEN GROVE for MAGNOLIA PARK IMPROVEMENTS, CITY PROJECT NO. S-1311
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

4. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Executed this ____ day of _____, 20____.

Principal

Principal

By:

Surety

By:

Attorney-in-Fact

California Resident Agent

By:

Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this ____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____

_____ known to me to be the Attorney-in-Fact of
the _____, of _____

(Corporation)

_____, and acknowledged that it executed the attached bond to the
(State)

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

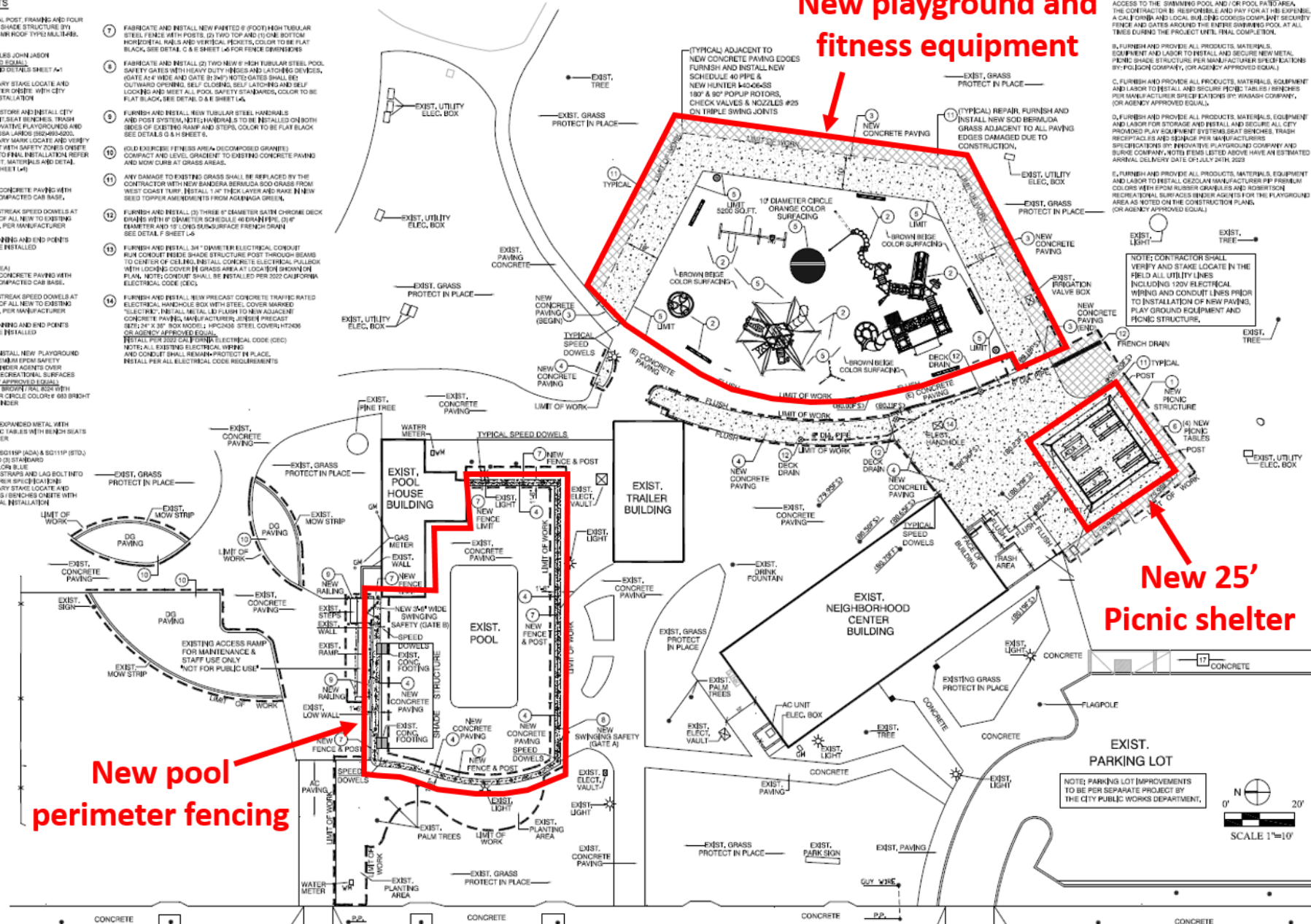
IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

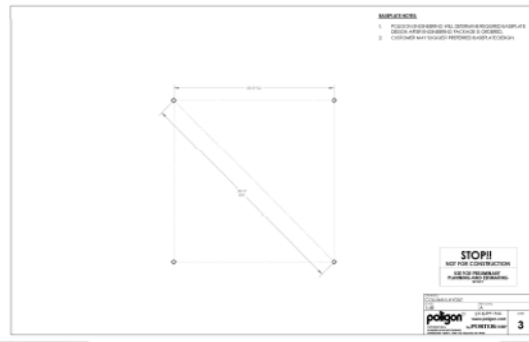
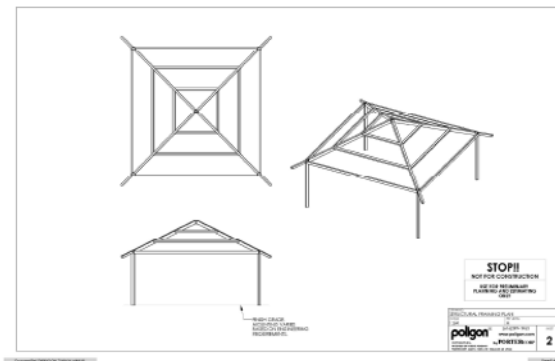
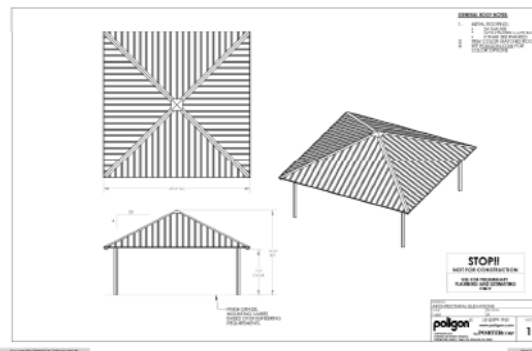
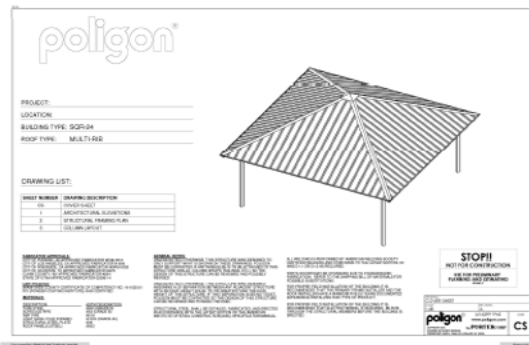
Notary Public in and for said County and State
My Commission expires:

New playground and fitness equipment

- NOTE: CONTRACTOR SHALL VERIFY AND STAKE LOCATE IN THE FIELD ALL UTILITY LINES INCLUDING 120V ELECTRICAL WIRING AND CONDUIT LINES PRIOR TO INSTALLATION OF NEW PAVING. PLAY GROUND EQUIPMENT AND FENCE STRUCTURE.



NOTE: PARKING LOT IMPROVEMENTS
TO BE PER SEPARATE PROJECT BY
THE CITY PUBLIC WORKS DEPARTMENT



Frame & Roof Finish Technical Data



We are certified by the Powder Coating Institute as ISO 9001. This means that we ensure all of our products are produced with a high quality powder coating system. As a certified facility, we have developed a methodology for our quality processes and deliver our powder coating process, giving you the best product available in the market.

Poli-5000® Durability & Longevity Testing

Test Description	Test Method	Poli-5000® Results
Salt Water Resistance	ASTM D1708-12 Salt Water Immersion	1000 hours, no visible loss of finish, color or gloss
UV Resistance	ASTM D1708-12 UV Radiation	1000 hours, no visible loss of finish, color or gloss
Cracking Resistance	ASTM D1708-12 1000 hours of exposure to moisture	1000 hours, no visible loss of finish, color or gloss
Chemical Resistance	ASTM D1708-12 1000 hours of exposure to moisture	1000 hours, no visible loss of finish, color or gloss
Impact Resistance	ASTM D1708-12 1000 hours of exposure to moisture	1000 hours, no visible loss of finish, color or gloss
Adhesion	ASTM D1708-12 1000 hours of exposure to moisture	1000 hours, no visible loss of finish, color or gloss
Flexibility	ASTM D1708-12 1000 hours of exposure to moisture	1000 hours, no visible loss of finish, color or gloss
Corrosion Resistance	ASTM D1708-12 1000 hours of exposure to moisture	1000 hours, no visible loss of finish, color or gloss

Poli-5000® Frame Finish

Excellent Durability

High resistance to corrosion / scratch resistance

High resistance to impact / scratch resistance

High resistance to weather / weather resistance

High resistance to acid / base resistance

High resistance to salt / sugar resistance

High resistance to oil / grease resistance

High resistance to dirt / dust resistance

High resistance to UV / light resistance

High resistance to heat / cold resistance

High resistance to fire / flame resistance

High resistance to mold / mildew resistance

High resistance to bacteria / virus resistance

High resistance to insects / pest resistance

High resistance to rodents / animal resistance

High resistance to birds / wildlife resistance

High resistance to reptiles / amphibians resistance

High resistance to fish / aquatic life resistance

High resistance to plants / vegetation resistance

High resistance to fungi / mold resistance

High resistance to algae / bacteria resistance

High resistance to viruses / bacteria resistance

High resistance to parasites / insects resistance

High resistance to diseases / illnesses resistance

High resistance to allergies / asthma resistance

High resistance to cancer / tumors resistance

High resistance to heart disease / stroke resistance

High resistance to diabetes / obesity resistance

High resistance to arthritis / joint pain resistance

High resistance to dementia / Alzheimer's resistance

High resistance to Parkinson's / tremors resistance

High resistance to Huntington's / chorea resistance

High resistance to ALS / Lou Gehrig's disease resistance

High resistance to MS / Multiple Sclerosis resistance

High resistance to Epilepsy / seizures resistance

High resistance to Autism / developmental disabilities resistance

High resistance to ADHD / Attention Deficit Hyperactivity Disorder resistance

High resistance to Bipolar / mood disorders resistance

High resistance to Schizophrenia / mental health disorders resistance

High resistance to Depression / anxiety disorders resistance

High resistance to PTSD / Post-Traumatic Stress Disorder resistance

High resistance to OCD / Obsessive Compulsive Disorder resistance

High resistance to Tourette / Tics resistance

High resistance to ADHD / Attention Deficit Hyperactivity Disorder resistance

High resistance to Autism / developmental disabilities resistance

High resistance to ADHD / Attention Deficit Hyperactivity Disorder resistance

High resistance to Autism / developmental disabilities resistance

High resistance to ADHD / Attention Deficit Hyperactivity Disorder resistance

High resistance to Autism / developmental disabilities resistance

Kymor-500® Roof Finish

High resistance to corrosion / scratch resistance

High resistance to impact / scratch resistance

High resistance to weather / weather resistance

High resistance to acid / base resistance

High resistance to salt / sugar resistance

High resistance to oil / grease resistance

High resistance to dirt / dust resistance

High resistance to UV / light resistance

High resistance to heat / cold resistance

High resistance to fire / flame resistance

High resistance to mold / mildew resistance

High resistance to bacteria / virus resistance

High resistance to insects / pest resistance

High resistance to rodents / animal resistance

High resistance to birds / wildlife resistance

High resistance to reptiles / amphibians resistance

High resistance to fish / aquatic life resistance

High resistance to plants / vegetation resistance

High resistance to fungi / mold resistance

High resistance to algae / bacteria resistance

High resistance to viruses / bacteria resistance

High resistance to parasites / insects resistance

High resistance to diseases / illnesses resistance

High resistance to allergies / asthma resistance

High resistance to cancer / tumors resistance

High resistance to heart disease / stroke resistance

High resistance to diabetes / obesity resistance

High resistance to arthritis / joint pain resistance

High resistance to dementia / Alzheimer's resistance

High resistance to Parkinson's / tremors resistance

High resistance to Huntington's / chorea resistance

High resistance to ALS / Lou Gehrig's disease resistance

High resistance to MS / Multiple Sclerosis resistance

High resistance to Epilepsy / seizures resistance

High resistance to Autism / developmental disabilities resistance

High resistance to ADHD / Attention Deficit Hyperactivity Disorder resistance

High resistance to Bipolar / mood disorders resistance

High resistance to Schizophrenia / mental health disorders resistance

High resistance to Depression / anxiety disorders resistance

High resistance to PTSD / Post-Traumatic Stress Disorder resistance

High resistance to OCD / Obsessive Compulsive Disorder resistance

High resistance to Tourette / Tics resistance

High resistance to ADHD / Attention Deficit Hyperactivity Disorder resistance

High resistance to Autism / developmental disabilities resistance

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High resistance to Autism / developmental disabilities resistance

High resistance to ADHD / Attention Deficit Hyperactivity Disorder resistance

High resistance to Autism / developmental disabilities resistance

High resistance to ADHD / Attention Deficit Hyperactivity Disorder resistance

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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Niki Wetzel
Dept.:	City Manager	Dept.:	Community Development
Subject:	Update on the status of the City's Housing Element as requested by City Manager Kim.	Date:	8/22/2023

OBJECTIVE

For the City Council to receive and discuss the status of the Housing Element Update, including proposed revisions to the Adopted 2021-2029 Housing Element.

BACKGROUND

The Housing Element, a State-required chapter of the City's General Plan, identifies programs and policies to further the goal of meeting the housing needs of existing and future residents for the production of safe, decent, and affordable housing for all persons in the community. This plan is required by State Housing Law and must be updated every eight years. Furthermore, the Housing Element must be certified by the California Department of Housing and Community Development (HCD).

The Regional Housing Needs Assessment (RHNA) is mandated by State Housing Law as part of the periodic process of updating local Housing Elements of General Plans. The RHNA quantifies the housing need, for all income levels, within each jurisdiction. The City is currently in the 2021-2029 planning period, also known as the 6th cycle RHNA.

Garden Grove's RHNA allocation for the 2021-2029 planning period is 19,168 housing units. The State of California requires the City of Garden Grove to plan for 19,168 future homes to accommodate population, employment, and household growth in the region. State Housing Law also requires cities to specify exact locations where new housing can feasibly be added – this is called Sites Inventory. In October of 2020, the City officially submitted two (2) applications to SCAG (Southern California Association of Governments) to appeal its RHNA allocation. Both appeals were subsequently denied by SCAG.

In August of 2020, the City launched a comprehensive public outreach and community engagement plan to educate and inform the public on matters related to the Housing Element and RHNA. The City identified key audiences and engagement

methods to encourage participation from a broad cross-section of the Garden Grove community, representative of the City's diverse cultural groups, income levels, ages, and interests, with a particular focus on reaching out to Disadvantaged Community (DAC) areas of the city. The City used a wide variety of public engagement tools and methods, which included:

- City Council, stakeholder, and focus group interviews
- Community forums and workshops
- Written surveys
- Online mapping surveys
- Study sessions, open to the public, with the Planning Commission, City Council, and Neighborhood Improvement and Conservation Commission
- Dedicated Housing Element Update website
- Social media
- Press releases
- Housing Element 101 video
- Email blasts
- Online and hard copy flyers
- Newsletters

Submission of Draft 2021-2029 Housing Element to HCD

On July 14, 2021, the City of Garden Grove submitted its initial Draft Housing Element to HCD for review. The City received informal comments from HCD Staff on September 8, 2021, and also received a report of findings on September 10, 2021.

City Council Adoption of the Revised Draft 2021-2029 Housing Element

The Garden Grove City Council conducted a public hearing and deliberated upon the Revised Draft Housing Element at its November 9, 2021 meeting, where a public comment period was made available. After Council deliberation, the Council unanimously voted to adopt the Revised Draft 2021-2029 Housing Element (the "Adopted Housing Element"), which had been revised in response to previous comments received from HCD. In addition to adopting the Housing Element, the City Council also concurrently adopted amendments to the Safety Element to reflect climate adaptation; adopted a new Environmental Justice Element; adopted revisions to the Land Use Element; adopted zoning text and map changes to address the changes to the Housing Element and Land Use Element; and certified the Environmental Impact Report.

1st Submittal - Formal Submission of Adopted Housing Element to HCD

Subsequent to the City Council's adoption of the 2021-2029 Housing Element (the "Adopted Housing Element"), the City formally submitted the Adopted Housing Element to HCD for its review on November 12, 2021.

2nd Submittal - Formal Submission of Draft Revised Adopted 2021-2029 Housing Element to HCD

Following HCD's formal review of the Adopted Housing Element submitted on November 12, 2021, the City received a formal response letter from HCD dated February 10, 2022. On November 18, 2022, the City formally submitted its Draft Revised Adopted 2021-2029 Housing Element to HCD for its review and to receive a report of findings. During HCD Staff's review of the submitted Draft Revised Adopted 2021-2029 Housing Element, informal comments were provided to City Staff, which were, in part, related to Program 4 (Affordable Housing Construction). The City submitted a letter to HCD, dated May 4, 2023, responding to HCD's informal comments regarding Program 4.

3rd Submittal – Formal Submission of Draft Revised Adopted 2021-2029 Housing Element to HCD

On June 20, 2023, the City of Garden Grove formally submitted an updated version of the Draft Revised Adopted 2021-2029 Housing Element, which included revisions and additions made in response to the informal comments received from HCD Staff as part of its review of the Draft Revised Adopted (November 2022) version of the Housing Element. HCD has sixty (60) days to complete its review and to submit a report of findings. Based on the City's June 20, 2023, submittal date, HCD's deadline for a response is August 18, 2023.

HCD Letter of Substantial Compliance - August 14, 2023

On August 14, 2023, the City received a formal response letter from HCD reporting the results of its review of the City's June 2023 Draft Housing Element submission. The letter, in part, states that HCD had found the City's submitted Draft Housing Element to "substantially comply with State Housing Element Law" and that it "meets statutory requirements" (see attached letter). The letter further indicates that the City must make specific findings related to non-vacant sites as part of the resolution adopting the Housing Element. Staff will include these findings in the draft resolution when it is brought forth for City Council consideration.

DISCUSSION

The purpose of tonight's update is to provide:

- An overview of the Housing Element and RHNA
- A background of events related to the City's 2021-2029 Housing Element
- Current status of the 2021-2029 Housing Element
- Proposed revisions to the Housing Element to address HCD's comments
- Next steps

A notice regarding the update to the City's Housing Element was advertised in the Orange County News on August 9, 2023. Following this update, Staff anticipates beginning the public hearing process in September 2023 to bring forward the proposed revisions to the Adopted Housing Element for consideration by the Planning Commission and City Council.

FINANCIAL IMPACT

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

RECOMMENDATION

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

ATTACHMENTS:

Description	Upload Date	Type	File Name
Public Notice	8/15/2023	Notice	8-22-23_Affidavit_of_Publication_-_Housing_Element.pdf
HCD Letter of Substantial Compliance	8/16/2023	Letter	HCD_Letter_8-14-23.pdf

Affidavit of Publication

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of ORANGE COUNTY NEWS, a newspaper of general circulation, published ONCE WEEKLY in the city of GARDEN GROVE, County of ORANGE, which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of ORANGE, State of California under the date of March 20, 1964, Case Number A-31502; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

August 09, 2023

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Orange County News--

Subscribed to and sworn by me this 9th day of August 2023.

LEGAL NOTICE NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN THAT THE GARDEN GROVE CITY COUNCIL WILL HOLD A PUBLIC MEETING IN THE COUNCIL CHAMBER OF THE COMMUNITY MEETING CENTER, 11300 STANFORD AVENUE, GARDEN GROVE, CALIFORNIA, ON THE DATE * INDICATED BELOW

• TUESDAY, 6:30 P.M., AUGUST 22, 2023

STUDY SESSION - HOUSING ELEMENT UPDATE

A City Council Study Session to discuss the status of the Housing Element Update, including proposed revisions to the Adopted 2021-2029 Housing Element.

ALL INTERESTED PARTIES are invited to attend the City Council Public Meeting on August 22, 2023, and express opinions or submit evidence related to the Housing Element, or to submit comments and evidence in writing in advance of the Meeting delivered to the City Council prior to the Public Hearing. Written correspondence received at cityclerk@ggcity.org by 3:00 p.m. on the day of the meeting will be forwarded to the City Council prior to the meeting. Further information on the above may be obtained from the Planning Services Division, Community Development Department, City Hall, 11222 Acacia Parkway, Garden Grove, or by telephone at (714) 741-5312.

/s/ TERESA POMEROY, CMC
City Clerk
Date: August 7, 2023
Publish: August 9, 2023
Orange County News 8/9/2023-133693

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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



August 14, 2023

Chris Chung, Senior Planner
Planning Service Division
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Dear Chris Chung:

RE: City of Garden Grove's 6th Cycle (2013-2029) Draft Housing Element (Update)

Thank you for submitting the City of Garden Grove's (City) revised draft housing element update received for review on June 20, 2023. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The revised draft element meets the statutory requirements described in HCD's February 9, 2022 review. The housing element will substantially comply with State Housing Element Law (Gov. Code, § 65580 et seq) when it is adopted, submitted to and approved by HCD, in accordance with Government Code section 65585, subdivision (g). HCD applauds the City in its successful implementation of Program 17 to adopt a number of zoning code updates necessary to reduce governmental constraints and overcome development barriers.

For your information, if the housing element relies upon nonvacant sites to accommodate more than 50 percent of the regional housing needs allocation (RHNA) for lower-income households, the housing element must demonstrate that the existing use is not an impediment to additional residential development in the planning period (Gov. Code, § 65583.2, subd. (g)(2)). This can be demonstrated by providing substantial evidence that the existing use is likely to be discontinued during the planning period (Gov. Code, § 65583.2, subd. (g)(2)). Absent findings (e.g., adoption resolution) based on substantial evidence, the existing uses will be presumed to impede additional residential development and will not be utilized toward demonstrating adequate sites to accommodate the RHNA. The City must make these findings as part of its adoption resolution. Please see HCD's Guidance memo (p. 27) for additional information:

https://www.hcd.ca.gov/community-development/housing-element/housing-element-memos/docs/sites_inventory_memo_final06102020.pdf.

In addition, pursuant to Government Code section 65583.3, the City must submit an electronic sites inventory with its adopted housing element. The City must utilize standards, forms, and definitions adopted by HCD. Please see HCD's housing element webpage at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements> for a copy of the form and instructions. The City can reach out to HCD at sitesinventory@hcd.ca.gov for technical assistance.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting to HCD.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant, the Affordable Housing and Sustainable Communities programs, and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City meets housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

HCD appreciates your hard work and dedication provided in preparation of the City's housing element and looks forward to receiving the City's adopted housing element. If you have any questions or need additional technical assistance, please contact me at Melinda.Coy@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Melinda Coy', with a long, sweeping horizontal line extending to the right.

Melinda Coy
Proactive Housing Accountability Chief