

AGENDA



Garden Grove City
Council

Tuesday, October 24,
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-Penalosa

Council Member - District 6

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

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

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

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

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

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

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

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

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

INVOCATION

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

1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of employees celebrating 25 plus years of service with the City of Garden Grove.
- 1.b. Garden Grove's Be Well OC Program update.
- 1.c. Orange County Grand Jury membership drive update.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

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

- 3.a. Authorization for modifications to the 2022 Promissory Notes with Cottage Industries. *(Joint Action Item with the Housing Authority)*
- 3.b. Adoption of a Resolution authorizing submittal of applications for grant opportunities offered by the California Department of Resources Recycling and Recovery (CalRecycle). *(Action Item)*
- 3.c. Adoption of a Resolution approving signing authority for a grant agreement with the California Board of State and Community Corrections. *(Action Item)*
- 3.d. Approval of the First Amendment to Willowick Golf Course Management Agreement to extend the term for three years. *(Action Item)*

- 3.e. Approval of Amendment No. 4 to agreements with Scott Fazekas & Associates, Inc., CSG Consultants, Inc., and The Code Group, Inc., for on-call plan review and Building Contractual Services on an "as-needed" basis. (Cost: \$250,000 each amendment) (*Action Item*)
- 3.f. Award a contract to Ocean Blue Environmental Services, Inc., for the removal of hazardous and biological materials. (Cost: \$190,000) (*Action Item*)
- 3.g. Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Van for the Custodial Section in the Public Works Department. (Cost: \$54,648.33) (*Action Item*)
- 3.h. Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Public Works Department Truck. (Cost: \$196,175.35) (*Action Item*)
- 3.i. Receive and file minutes from the meeting held on October 10, 2023. (*Action Item*)
- 3.j. Receive and file warrants. (*Action Item*)
- 3.k. Approval to waive full reading of ordinances listed. (*Action Item*)

4. ITEMS FOR CONSIDERATION

- 4.a. Approval to participate in the 2023-2024 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP). (Grant Amount: \$370,000)(*Action Item*)
- 4.b. Receive and file the 2023 Garden Grove Police Department Military Equipment Annual Report, and Introduce the first reading of an Ordinance approving the Military Equipment Use Policy and rescinding Ordinance No. 2935
Entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING THE GARDEN GROVE POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE 7071 AND RESCINDING ORDINANCE NO. 2935 (*Action Item*)
- 4.c. Authorize the appropriation of the Encampment Grant Resolution Funding Round 3 Lookback (ERF-3-L), and authorize the City Manager to execute a Memorandum of Understanding with the County of Orange. (Cost: \$1,921,500) (*Action Item*)
- 4.d. Authorize the issuance of a purchase order to PB Loader for one (1) new Police Department Command Post. (Cost: \$1,199,660.40) (*Action Item*)

5. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 5.a. Second reading and adoption of Ordinance No. 2943

Entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING ZONING MAP AMENDMENT NO. A-037-2023 TO REVISE THE CITY'S OFFICIAL ZONING MAP TO IMPLEMENT THE UPDATES TO THE ADOPTED 2021-2029 HOUSING ELEMENT AND TO CLARIFY THE SITES INTENDED TO BE INCLUDED IN THE INTERNATIONAL WEST MIXED USE OVERLAY AND THE INDUSTRIAL/RESIDENTIAL MIXED USE 1 OVERLAY PURSUANT TO ORDINANCE NO. 2925. (*Action item*)

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

7. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, November 14, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Ursula Luna-Reynosa

Dept.: City Manager/Director Dept.: Economic Development & Housing Authority

Subject: Authorization for modifications to the 2022 Promissory Notes with Cottage Industries. (*Joint Action Item with the Housing Authority*) Date: 10/24/2023

OBJECTIVE

For the City Council and Housing Authority to authorize the City Manager/Executive Director to make modifications to the Promissory Notes with Cottage Industries for former leased properties acquired by Cottage Industries in 2022.

BACKGROUND

As part of the Cottage Industries project, the developer, Cottage Industries, LLC, had leased the following five vacant properties from the City and the Housing Authority in 2016.

APN	Street Address	Ownership
090-172-15	12951 7th Street	Housing Authority
090-174-06	12942 8th Street	Housing Authority
090-174-07	11421 Garden Grove Boulevard	Housing Authority
090-172-19	11461 Garden Grove Boulevard	City of Garden Grove
090-172-31	11301 Garden Grove Boulevard	City of Garden Grove

The leases were terms of 15 years (through 2031) and granted Cottage Industries a right of first refusal to purchase the properties at fair market value. In December 2022, Cottage Industries exercised the right to acquire the five properties for their appraised values for a combined total of \$1,230,000. Cottage Industries paid a down payment of \$25,000 and executed promissory notes for the balance pursuant to the attached Purchase and Sale Agreement, Promissory Notes and Deeds of Trusts. The promissory notes require the payment of interest for a term of one year with a balloon payment on or before December 29, 2023.

DISCUSSION

Cottage Industries has requested amendments to the promissory notes and deeds of trusts to extend the maturity date of the loans for six years to December 30, 2029. Cottage Industries further requests that the notes be written separately for each property with their respective deed of trust. Cottage Industries is current with their interest payments and will continue making interest payments for the extended term of the loans.

Cottage Industries has made significant progress in moving their project forward in light of challenges brought on by the COVID-19 pandemic, supply chain disruptions, utility installation lead time delays, financial markets and economy. The first phase of Cottage Industries known as the Farm Block is comprised of an adaptive reuse approach and tenant improvements to seven (7) buildings. The developer has secured signed leases with several artisans and eateries including:

Smoke Queen Barbeque, Blue Scoop Creamery, and Eco Now (sustainable lifestyle) . The Farm Block will also incorporate retail pop-ups that will tenant the SheShed with active discussions in process with a local bake shop. A key element of the Cottage Industries project is to create a sense of community at the Farm Block for locals, families and visitors to enjoy an active community garden, amphitheater, kids play area, outdoor seating area and family friendly communal areas. Incorporation of local community art will provide for Cottage Industries to implement complementary mural walls throughout the Farm Block and an oversized adirondack chair.

The level of creative placemaking and imagination for the project will cultivate an image for Garden Grove that is currently aspirational. Having the new police facility and Civic Center campus anchored on one end by Main Street and SteelCraft and Cottage Industries on the other will create a true community living room for Garden Grove residents and visitors. Cottage Industries is comprised of multiple parcels; some adjacent to each other and some separated by privately owned parcels. The project is being developed in phases with some parcels completely encumbered by parking. As a result, a request for City support in extending the developer's repayment obligations and separating the promissory notes and deeds of trust will enable each parcel to be underwritten separately and support additional debt. Impacts of the COVID-19 pandemic, current economy, delayed revenue stream, and the anticipation of making payments on the notes has proven to be challenging. The request for the extension of the notes will assist the developer in continuing to invest in a high caliber project at the current creative and high standards.

FINANCIAL IMPACT

Approval of the six-year extensions to the Promissory Notes will have limited impact to the City and Housing Authority. The future principal and interest payments will be deposited into their respective funds when received.

RECOMMENDATION

It is recommended that the City Council/Housing Authority:

- Approve the amendments to the Promissory Notes secured by Deeds of Trust; and
- Authorize the City Manager/Executive Director to approve any pertinent documents on behalf of the City/Housing Authority, and authorize the City Manager/Executive Director to approve modifications as appropriate.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1 - 2022 Purchase and Sale Agreement	10/16/2023	Backup Material	2022_COTTAGES_PURCHASE_AND_SALE_AGREEMENT_LEASED_PROPERTIES_FINAL_EXEC.pdf
Attachment 2 - Developer Correspondence	10/16/2023	Backup Material	COTTAGE_LOAN_LTR_100223.pdf

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is dated for reference purposes only as of the 21st day of December, 2022 (the “**Agreement Date**”), and is being entered into by and among the CITY OF GARDEN GROVE, a California municipal corporation (“**City**”), the GARDEN GROVE HOUSING AUTHORITY, a public agency (“**Authority**”), and COTTAGE INDUSTRIES, LLC, a California limited liability company (“**Buyer**”). City, Authority, and Buyer are sometimes hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

The following recitals are a substantive part of this Agreement:

A. City is the owner in fee of the real properties located at 11301 Garden Grove Boulevard and 11461 Garden Grove Boulevard in the City of Garden Grove, County of Orange, State of California, that are more particularly described in **Exhibit “A”** attached hereto and made a part hereof (collectively, the “**City Parcels**”).

B. On or about May 10, 2016, City and LAB Holding, LLC (“**LAB**”), entered into a Lease Agreement pursuant to which City leased the City Parcels to LAB for a period of fifteen (15) years (the “**City Parcels Lease**”). The commencement date of the City Parcels Lease was December 9, 2016, and, therefore, in the absence of this Agreement, the termination/expiration date of the City Parcels Lease would be December 9, 2031. Section 30 of the City Parcels Lease granted to LAB a right of first refusal to purchase City’s leased fee interest in the City Parcels for fair market value, as determined by an MAI appraisal.

C. Authority is the owner in fee of the real properties located at 12951 7th Street, 11421 Garden Grove Boulevard, and 12942 8th Street in the City of Garden Grove, County of Orange, State of California, that are more particularly described in **Exhibit “B”** attached hereto and made a part hereof (collectively, the “**Authority Parcels**”).

D. On or about May 10, 2016, Authority and City entered into a Lease Agreement pursuant to which Authority leased the Authority Parcels to City for a period of twenty (20) years (the “**Authority Parcels Lease**”). Section 6 of the Authority Parcels Lease granted to City a right to provide a right of refusal for acquisition of the Authority Parcels to a third party subject to an acquisition price at fair market value, as determined by an MAI appraisal.

E. On or about May 10, 2016, City and LAB entered into a Sublease Agreement pursuant to which City subleased the Authority Parcels to LAB for a period of fifteen (15) years (the “**Authority Parcels Sublease**”). The commencement date of the Authority Parcels Sublease was December 9, 2016, and, therefore, in the absence of this Agreement, the termination/expiration date of the Authority Parcels lease would be December 9, 2031. Pursuant to the authority granted to City in Section 6 of the Authority Parcels Lease, Section 30 of the Authority Parcels Sublease granted to LAB a right of first refusal to purchase the Authority Parcels for fair market value, as determined by an MAI appraisal.

F. On or about May 31, 2016, City, LAB, and Buyer entered into an Assignment and Assumption Agreement pursuant to which, among other things, (1) LAB transferred and assigned to Buyer and Buyer assumed from LAB LAB's leasehold interest in the City Parcels, LAB's subleasehold interest in the Authority Parcels, and all of LAB's rights and obligations set forth in the City Parcels Lease and the Authority Parcels Sublease, including without limitation the right of first refusal to acquire the City Parcels and Authority Parcels for fair market value, and (2) City acknowledged and consented to such transfer, assignment, and assumption.

G. City and Authority desire to dispose of their respective interests in the City Parcels and the Authority Parcels and Buyer desires to acquire such interests and obtain fee title to said parcels, pursuant to and in accordance with the above-referenced right of first refusal provisions in the City Parcels Lease, Authority Parcels Lease, and Authority Parcels Sublease. In accordance with those provisions, Buyer has commissioned an appraisal from the firm of BBG Real Estate Services, Steve Crooks MAI, to determine the fair market value of City's and Authority's interests in the City Parcels and Authority Parcels. The Parties agree that, based on the completed appraisal, the collective fair market value of the five (5) parcels comprising the City Parcels and Authority Parcels is the sum of One Million Two Hundred Thirty Thousand Dollars (\$1,230,000).

A G R E E M E N T:

Based upon the foregoing Recitals, which are incorporated into this Agreement by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City, Authority, and Buyer hereby agree as follows:

1. Property Conveyance. Subject to and in accordance with the terms and conditions hereinafter set forth, City agrees to cause the conveyance of the City Parcels to Buyer, Authority and City agree to cause the conveyance of the Authority Parcels to Buyer, and Buyer agrees to accept the conveyance of said parcels from City and Authority. Upon the Close of Escrow (defined below) for said conveyances, the City Parcels Lease, the Authority Parcels Lease, and the Authority Parcels Sublease shall be deemed to have been terminated and of no further force or effect, and none of the Parties shall have any further rights or obligations thereunder.

2. Escrow Holder/Title Company, Close of Escrow and Outside Closing Date.

2.1 Escrow Holder/Title Company; Escrow Instructions: Promptly after the execution of this Agreement, the Parties shall open escrow at First American Title Insurance Co. c/o Maureen Collier, Senior Escrow Officer (hereinafter, "**Escrow Holder**" and/or "**Title Company**") located at 1 First American Way, Santa Ana, CA 92707, and the Parties shall promptly deliver to Escrow Holder a fully executed copy of this Agreement. This Agreement shall serve as the escrow instructions for conveyance of the City Parcels and Authority Parcels. In addition, Each Party agrees to execute such standard supplemental escrow instructions consistent with this Agreement as may be required by Escrow Holder in order to consummate the transactions contemplated by this Agreement; provided, however, in the event of a conflict between the terms of this Agreement and the terms of such standard supplemental instructions, the terms of this Agreement shall control.

2.2 Close of Escrow: The “**Close of Escrow**” is and shall be defined as the date that grant deeds for the City Parcels and the Authority Parcels in favor of Buyer are recorded in the Official Records of the Orange County Recorder’s Office and the Title Company shall have committed to issue the Title Policy (defined in Section 5) to Buyer.

2.3 Outside Closing Date: The Close of Escrow shall occur on or before December 29, 2022, which hereinafter is and shall be defined as the “**Outside Closing Date**.”

3. Purchase Price. Buyer’s Purchase Price for the City Parcels shall be the sum of Four Hundred Forty-Five Thousand One Hundred Fifty-Three Thousand Dollars and Twenty-Eight Cents (\$445,153.28) (the “**City Parcels Purchase Price**”) and Buyer’s Purchase Price for the Authority Parcels shall be the sum of Seven Hundred Eighty-Four Thousand Eight Hundred Forty-Six Dollars and Seventy-Two Cents (\$784,846.72) (the “**Authority Parcels Purchase Price**”), which amounts the Parties agree, based on the appraisal referred to in Recital G, represent the fair market value amounts for City’s and Authority’s respective interests in said parcels.

Buyer shall pay the City Parcels Purchase Price as follows: (i) Buyer shall pay Twelve Thousand Five Hundred Dollars (\$12,500) of the City Parcels Purchase Price in cash at the Close of Escrow (the “**City Parcels Purchase Price Down Payment**”); and (ii) Buyer shall pay the balance of the City Parcels Purchase Price (Four Hundred Thirty-Two Thousand Six Hundred Fifty-Three Dollars and Twenty-Eight Cents (\$432,653.28)) in accordance with the terms set forth in the City Parcels Promissory Note, the form of which is set forth in Exhibit “C” attached hereto (the “**City Parcels Promissory Note**”), which payment obligation is to be secured by a deed of trust to be recorded against the City Parcels at the Close of Escrow in the form set forth in Exhibit “D” attached hereto (the “**City Parcels Deed of Trust**”). As set forth in the City Parcels Promissory Note, the term of said note shall be one (1) year at four percent (4%) simple interest payable in equal monthly interest-only payments (prorated for partial months as set forth in the City Parcels Promissory Note), with a balloon payment at the end of the term of said note. Buyer may prepay the principal balance at any time without penalty.

Buyer shall pay the Authority Parcels Purchase Price as follows: (i) Buyer shall pay Twelve Thousand Five Hundred Dollars (\$12,500) of the Authority Parcels Purchase Price in cash at the Close of Escrow (the “**Authority Parcels Purchase Price Down Payment**”); and (ii) Buyer shall pay the balance of the Authority Parcels Purchase Price (Seven Hundred Seventy-Two Thousand Three Hundred Forty-Six Dollars (\$772,346.72)) in accordance with the terms set forth in the Authority Parcels Promissory Note, the form of which is set forth in Exhibit “E” attached hereto (the “**Authority Parcels Promissory Note**”), which payment obligation is to be secured by a deed of trust to be recorded against the Authority Parcels at the Close of Escrow in the form set forth in Exhibit “F” attached hereto (the “**Authority Parcels Deed of Trust**”). As set forth in the Authority Parcels Promissory Note, the term of said note shall be one (1) year at four percent (4%) simple interest payable in equal monthly interest-only payments (prorated for partial months as set forth in the Authority Parcels Promissory Note), with a balloon payment at the end of the term of said note. Buyer may prepay the principal balance at any time without penalty.

4. Delivery of Funds and Documents and Possession on the Close of Escrow.

4.1 At the Close of Escrow, City shall cause to be delivered to Buyer a duly executed Grant Deed in the form attached as **Exhibit “G”** (the “**City Parcels Grant Deed**”) conveying to Buyer all of City’s interest in the City Parcels, subject only to the “**Permitted Title Exceptions**” referred to in Section 5.1 of this Agreement. At the Close of Escrow, Authority shall cause to be delivered to Buyer a duly executed Grant Deed in the form attached as **Exhibit “H”** (the “**Authority Parcels Grant Deed**”) conveying to Buyer all of Authority’s interest in the Authority Parcels, subject only to the “**Permitted Title Exceptions**” referred to in Section 5.1 of this Agreement.

4.2 At the Close of Escrow, City shall cause the Title Company to issue to Buyer an ALTA Standard Owner’s Policy of title insurance insuring that title to the City Parcels is vested in Buyer free and clear of all liens and encumbrances other than the Permitted Title Exceptions (as defined in Section 5.1) (to the extent the Permitted Title Exceptions apply to the City Parcels), and with coverage in the amount of the City Parcels Purchase Price. At the Close of Escrow, Authority shall cause the Title Company to issue to Buyer an ALTA Standard Owner’s Policy of title insurance insuring that title to the Authority Parcels is vested in Buyer free and clear of all liens and encumbrances other than the Permitted Title Exceptions (as defined in Section 5.1) (to the extent the Permitted Title Exceptions apply to the Authority Parcels), and with coverage in the amount of the Authority Parcels Purchase Price. Said title policy or policies is/are collectively referred to herein as the “**Title Policy.**” Except as stated in the two preceding sentences, neither City nor Authority shall have any obligation of any kind in connection with the condition of title or issuance of the Title Policy or in connection with the issuance of any endorsements that may be requested by Buyer.

4.3 At the Close of Escrow, Buyer shall deposit with Escrow Holder the City Parcels Purchase Price Down Payment and Authority Parcels Purchase Price Down Payment (*i.e.*, the total sum of Twenty-Five Thousand Dollars (\$25,000)) in immediately available funds.

4.4 At the Close of Escrow, Buyer shall cause to be delivered to City the duly executed City Parcels Promissory Note and City Parcels Deed of Trust.

4.5 At the Close of Escrow, Buyer shall cause to be delivered to Authority the duly executed Authority Parcels Promissory Note and Authority Parcels Deed of Trust.

4.6 At the Close of Escrow, Buyer shall be entitled to possession of the City Parcels and the Authority Parcels subject only to the Permitted Title Exceptions.

4.7 As stated in Section 1 of this Agreement, upon the Close of Escrow, the City Parcels Lease, the Authority Parcels Lease, and the Authority Parcels Sublease shall be deemed to have been terminated and of no further force or effect, and none of the Parties shall have any further rights or obligations thereunder.

5. Title, Title Insurance.

5.1 Prior to the Agreement Date, the Title Company has issued its Commitment for Title Insurance (Commitment No. NCS-1159070-SA1, dated December 6, 2022) for the City Parcels and Authority Parcels (the “**Title Commitment**”). At the Close of Escrow, City and Authority covenant to cause the Title Company to issue the Title Policy in favor of Buyer showing

Buyer's fee simple title subject only to the exceptions to title listed or referred to in the Title Commitment, excepting only that Authority shall be responsible to cause the Title Company to delete or remove the exception to title referred to in Paragraph 22 of Part II of Schedule B of the Title Commitment (the "**Permitted Title Exceptions**"). In addition, Buyer accepts any exceptions to title that may have been created by Buyer's occupancy of the City Parcels and Authority Parcels prior to the Close of Escrow pursuant to the City Parcels Lease and the Authority Parcels Sublease, including without limitation any mechanic's liens or similar encumbrances arising out of any work performed on any of said parcels by or under the authority of Buyer, and any such additional title exceptions shall be deemed to constitute Permitted Title Exceptions within the meaning of this Agreement. Alternatively, and if for any reason Authority is unable to cause the Title Company to remove the exception to title referred to in Paragraph 22 of Part II of Schedule B of the Title Commitment at the Close of Escrow, Buyer may elect to proceed with the Close of Escrow, in which case Authority shall be responsible for causing said title exception to be removed of record as soon as possible after the Close of Escrow, Authority shall ensure that the monetary lien reflected in said title exception does not jeopardize or impair Buyer's ability to obtain financing or refinancing for the Cottage Industries project, and Authority shall indemnify and defend Buyer from and against any and all claims, liabilities, and losses arising out of such lien remaining of record after the Close of Escrow, which covenants, notwithstanding any other provision set forth in this Agreement, shall survive the Close of Escrow and continue in effect until said title exception/lien is permanently removed of record.

5.2 City shall pay the portion of the cost of the Title Policy to be furnished for the City Parcels and Authority shall pay the portion of the cost of the Title Policy for the Authority Parcels in the amount of the City Parcels Purchase Price and Authority Parcels Purchase Price, respectively. Buyer shall pay for any additional coverage and for any non-standard title policy endorsements that may be requested by Buyer.

6. Deposit of Documents and Funds in Escrow. City, Authority, and Buyer, as applicable, hereby covenant and agree to deliver to Escrow Holder at least one (1) business day prior to the Close of Escrow the following instruments, documents, and funds, the delivery of each of which shall be a condition of the Close of Escrow:

6.1 City and Authority each shall deliver (with respect to the City Parcels and Authority Parcels, respectively):

6.1.1 The Grant Deed duly executed by City or Authority, as applicable;

6.1.2 A Withholding Exemption Certificate Form 593 as contemplated by California Revenue and Taxation Code §18662 (the "Withholding Affidavit") duly executed by City or Authority, as applicable;

6.1.3 A Certification of Non-Foreign Status in accordance with Internal Revenue Code Section 1445 duly executed by City or Authority, as applicable; and

6.1.4 Such funds, if any, as are required to pay for costs and expenses payable by City or Authority hereunder, subject to the understanding that, upon Buyer's deposit of the City Parcels Purchase Price Down Payment and Authority Parcels Purchase Price Down

Payment into Escrow, Escrow Holder shall be authorized and is directed to apply such funds to pay any costs and expenses that are the responsibility of City and Authority hereunder, as applicable.

6.2 Buyer shall deliver:

6.2.1 The City Parcels Purchase Price Down Payment and the Authority Parcels Purchase Price Down Payment (*i.e.*, the total sum of Twenty-Five Thousand Dollars (\$25,000));

6.2.2 The City Parcels Promissory Note duly executed by Buyer;

6.2.3 The City Parcels Deed of Trust duly executed by Buyer;

6.2.4 The Authority Parcels Promissory Note duly executed by Buyer;

6.2.5 The Authority Parcels Deed of Trust duly executed by Buyer;

6.2.6 Such proof of Buyer's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy; and

6.2.7 Such additional funds as are required to pay for costs and expenses payable by Buyer hereunder.

7. Authorization to Record Documents and Disburse Funds. Escrow Holder is hereby authorized to record the documents and disburse the funds (including without limitation the remaining balances of the City Parcels Purchase Price Down Payment and Authority Parcels Purchase Price Down Payment remaining after City's and Authority's respective costs, fees, and expenses due hereunder have been paid) and distribute the documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

7.1 The Title Company can issue the Title Policy, with a liability amount equal to the sum of the City Parcels Purchase Price and Authority Parcels Purchase Price, showing fee title to the City Parcels and Authority Parcels vested in Buyer, subject only to the Permitted Title Exceptions (or as otherwise provided in Section 5.1 above).

7.2 Escrow Holder shall have received Buyer's authorization to close;

7.3 Escrow Holder shall have received City's and Authority's authorization to close; and

7.4 City, Authority, and Buyer shall have deposited in Escrow the documents and funds required pursuant to Section 6.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through this Escrow if necessary or proper for the issuance of the Title Policy.

8. Escrow Charges and Prorations.

8.1 City shall pay: (i) one-half of the escrow fees and charges of Escrow Holder for conveyance of the City Parcels (or, if escrow fees are not separately allocated as between the City Parcels and Authority Parcels, twenty-five percent (25%) of the total amount of escrow fees and charges); (ii) the entire premium for the Title Policy(ies) for the City Parcels in the amount of the City Parcels Purchase Price; (iii) none of the costs of any additional coverage or non-standard endorsements to the Title Policy as many be requested by Buyer; (iv) all costs of City's legal counsel and consultants; (v) costs incurred to place title to the City Parcels in the condition set forth in Section 5.1 of this Agreement; (vi) to the extent escrow fees and charges are incurred with respect to City's conveyance of the City Parcels that are not expressly stated in this Agreement to be the responsibility of any Party, that portion of such fees and charges that Escrow Holder determines in its reasonable discretion are most commonly the responsibility of the seller of real property, based on the custom and practice for similar transactions in Orange County, California; and (vii) to the extent escrow fees and charges are incurred with respect to the City's conveyance of the City Parcels that are not expressly stated in this Agreement to be the responsibility of any Party and Escrow Holder determines in its reasonable discretion that there is no custom and practice for the allocation of such fees and costs based on similar transactions in Orange County, California, one-half of such fees and charges.

8.2 Authority shall pay: (i) one-half of the escrow fees and charges of Escrow Holder for conveyance of the Authority Parcels (or, if escrow fees are not separately allocated as between the City Parcels and Authority Parcels, twenty-five percent (25%) of the total amount of escrow fees and charges); (ii) the entire premium for the Title Policy(ies) for the Authority Parcels in the amount of the Authority Parcels Purchase Price; (iii) none of the costs of any additional coverage or non-standard endorsements to the Title Policy as many be requested by Buyer; (iv) all costs of Authority's legal counsel and consultants; (v) costs incurred to place title to the Authority Parcels in the condition set forth in Section 5.1 of this Agreement (including, without limitation, any costs incurred to eliminate from title the exception to title referred to in Paragraph 22 of Part II of Schedule B of the Title Commitment); (vi) to the extent escrow fees and charges are incurred with respect to Authority's conveyance of the Authority Parcels that are not expressly stated in this Agreement to be the responsibility of any Party, that portion of such fees and charges that Escrow Holder determines in its reasonable discretion are most commonly the responsibility of the seller of real property, based on the custom and practice for similar transactions in Orange County, California; and (vii) to the extent escrow fees and charges are incurred with respect to Authority's conveyance of the Authority Parcels that are not expressly stated in this Agreement to be the responsibility of any Party and Escrow Holder determines in its reasonable discretion that there is no custom and practice for the allocation of such fees and costs based on similar transactions in Orange County, California, one-half of such fees and charges.

8.3 Buyer shall pay: (i) one-half of the escrow fees and charges of Escrow Holder; (ii) the costs of any additional premiums for additional coverage (above the amount of the City Parcels Purchase Price and/or Authority Parcels Purchase Price) or non-standard endorsements to the Title Policy requested by Buyer; (iii) all costs of Buyer's legal counsel and consultants; (iv) to the extent escrow fees and charges are incurred that are not expressly stated in this Agreement to be the responsibility of any Party, that portion of such fees and charges that Escrow Holder determines in its reasonable discretion are most commonly the responsibility of

the purchaser of real property, based on the custom and practice for similar transactions in Orange County, California; and (v) to the extent escrow fees and charges are incurred that are not expressly stated in this Agreement to be the responsibility of any Party and Escrow Holder determines in its reasonable discretion that there is no custom and practice for the allocation of such fees and costs based on similar transactions in Orange County, California, one-half of such fees and charges.

8.4 If the Escrow shall fail to close due to either City's or Authority's default, City or Authority, as applicable, shall pay all Escrow cancellation charges. If the Escrow shall fail to close due to Buyer's default, Buyer shall pay all Escrow cancellation charges. If Escrow shall fail to close due to for a reason that does not constitute a default by any Party, City and Authority shall pay twenty-five percent (25%) of all Escrow cancellation charges and Buyer shall pay fifty percent (50%) of all Escrow cancellation charges.

9. Indemnification. Buyer hereby agrees to indemnify, defend, and hold harmless City and Authority and their respective officers, directors, employees, agents, and representatives (collectively, "**City Indemnified Parties**") with counsel approved by City and Authority (and with such approval not to be unreasonably conditioned or denied) from and against all claims, liabilities, losses, damages, costs, and expenses, including, without limitation, legal fees and disbursements, incurred by City Indemnified Parties by reason of any claims or litigation brought or pursued by any third party challenging the transaction(s) that are the subject of this Agreement.

10. Representations and Warranties of Developer. Buyer hereby warrants and represents to City and Authority that upon the Close of Escrow and by accepting the City Parcels Grant Deed and the Authority Parcels Grant Deed Buyer is accepting the City Parcels and Authority Parcels in an "AS IS, WHERE IS, and WITH ALL FAULTS" basis and is relying solely upon Buyer's own independent factual, physical, and legal investigations, tests, and studies. This representation and warranty shall survive the Close of Escrow and delivery of said Grant Deeds.

11. Default. In the event of a breach or default under this Agreement by City or Authority, on the one hand, and Buyer, on the other hand, the non-defaulting Party(ies) shall have the right to terminate this Agreement and the Escrow by delivering written notice thereof to the defaulting Party(ies) and to Escrow Holder. Such termination of the Escrow by a non-defaulting Party or Parties shall be without prejudice to a non-defaulting Party's rights and remedies against the defaulting Party(ies) at law or equity.

12. Notices. All notices, demands, and requests which may be given, or which are required to be given by any Party to this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (1) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx Corporation, UPS, or DHL) addressed to such Party at the address specified below; or (2) on the business day sent via electronic mail in Portable Document Format (PDF) with confirmation of receipt, in which case notice shall be deemed delivered upon receipt of confirmation of receipt. For purposes of this section, the addresses of the Parties for all notices are as follows:

Developer:	Cottage Industries, LLC
	696 Randolph Avenue, Suite A

Costa Mesa, CA 92626
Attn.: Linda Sadeghi
Phone: (714) 966-6661

City and Authority: City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attn.: City Manager
Phone: (949) 257-9095

Escrow Holder: As set forth in Section 2.

13. Broker's Commissions. Buyer represents and warrants to City and Authority that Buyer has used no broker, agent, finder, or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. City and Authority represent and warrant to Buyer that City and Authority have used no broker, agent, finder, or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. Each Party indemnifies and agrees to defend and hold the other Parties harmless from any claims resulting from its breach of the warranties, representations and covenants made by it in this Section.

14. Appraisal Costs. Pursuant to Paragraph 30 of the City Parcels Lease and Paragraph 30 of the Authority Parcels Sublease, and as a matter with which Escrow Holder is not to be concerned, within ten (10) days after the Close of Escrow City and Authority shall each reimburse Buyer for fifty percent (50%) of Buyer's cost of causing the appraisal of the City Parcels and Authority Parcels to be prepared, in the total sum of Eight Thousand Dollars (\$8,000.00).

15. Time is of the Essence. The Parties hereto agree that time is of the essence with respect to each term, condition, and covenant hereof.

16. Entire Agreement. This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof; provided, however, that except as expressly provided herein nothing in this Agreement is intended or shall be interpreted to constitute a modification or amendment to that certain Disposition and Development Agreement entered into by and between City and LAB on or about May 10, 2016, and subsequently assigned to Buyer (the "DDA"), which DDA shall remain in full force and effect in accordance with its terms.

17. Amendments. Any amendments to this Agreement shall be effective only when duly executed by City, Authority, and Buyer and deposited with Escrow Holder.

18. Attorneys' Fees. In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing Party or Parties in such suit shall be entitled to recover their reasonable attorneys' fees, costs, and expenses from the losing Party or Parties, and any judgment or decree rendered in such proceedings shall include an award thereof.

19. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of City, Authority, and Buyer, and no other Parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Construction of Document. This Agreement is the result of a negotiation and is not the product of any one Party. There shall be no presumption in the interpretation hereof that any ambiguity is to be resolved against any Party hereto. The Parties hereto waive expressly each and all provisions of California Civil Code Section 1654, which provides: "IN CASES OF UNCERTAINTY NOT REMOVED BY THE PRECEDING RULES, THE LANGUAGE OF A CONTRACT SHOULD BE INTERPRETED MOST STRONGLY AGAINST THE PARTY WHO CAUSED THE UNCERTAINTY TO EXIST."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

BUYER:

NEST & REST, LLC
a California limited liability company

By: _____
as agent and manager

Date: December __, 2022

CITY:

CITY OF GARDEN GROVE, a California
municipal corporation



City Manager

Date: December 22, 2022

CI:

COTTAGE INDUSTRIES, LLC
a California limited liability company

By: _____
as agent and manager

Date: December __, 2022

AUTHORITY:

GARDEN GROVE HOUSING
AUTHORITY, a public agency, corporate an
politic



Executive Director

Date: December 22, 2022

Approved as to form:



City Attorney/Authority General Counsel

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

BUYER:

NEST & REST, LLC
a California limited liability company

By: Linda S. degli
as agent and manager

Date: December 22, 2022

CITY:

CITY OF GARDEN GROVE, a California
municipal corporation

City Manager

Date: December __, 2022

CI:

COTTAGE INDUSTRIES, LLC
a California limited liability company

By: Linda S. degli
as agent and manager

Date: December 22, 2022

AUTHORITY:

GARDEN GROVE HOUSING
AUTHORITY, a public agency, corporate an
politic

Executive Director

Date: December __, 2022

Approved as to form:

City Attorney/Authority General Counsel

EXHIBIT A

LEGAL DESCRIPTION OF CITY PARCELS

That certain real property located in the City of Garden Grove, County of Orange, State of California more particularly described as follows:

1. APN 090-172-31 (11301 Garden Grove Blvd., Garden Grove)

LOTS 19 AND 20 OF TRACT NO. 431, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

2. APN 090-174-19 (11461 Garden Grove Blvd., Garden Grove)

THE EAST 90 FEET OF THE SOUTH 125 FEET OF BLOCK 6 OF THE GARDEN GROVE HOME TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 57, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXHIBIT B

LEGAL DESCRIPTION OF AUTHORITY PARCELS

That certain real property located in the City of Garden Grove, County of Orange, State of California more particularly described as follows:

1. APN 090-172-15 (12951 7th Street, Garden Grove)

LOT 18 OF TRACT NO. 431, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

2. APN 090-174-07 (11421 Garden Grove Blvd., Garden Grove)

THE EAST 111.00 FEET OF THE WEST 121.00 FEET OF THE SOUTH 125.00 FEET, IN BLOCK 6 OF GARDEN GROVE HOME TRACT, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

3. APN 090-174-06 (12942 8th Street, Garden Grove)

THAT PORTION OF BLOCK 6 OF THE GARDEN GROVE HOME TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID BLOCK 6, WHICH POINT IS 185.36 FEET SOUTHERLY FROM THE INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 OF TRACT NO. 631, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 26 OF SAID MISCELLANEOUS MAPS, SAID POINT BEING THE SOUTHWEST CORNER OF THE LAND CONVEYED TO JOHN MATTHEWS AND WIFE BY DEED RECORDED JULY 12, 1958 IN BOOK 1668, PAGE 32 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY;

THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 6 A DISTANCE OF 55.80 FEET TO A POINT 125.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK 6;

THENCE EAST 10.00 FEET TO THE NORTHWEST CORNER OF LAND CONVEYED TO C. LOWELL CLARKE AND WIFE BY DEED RECORDED JULY 21, 1943 IN BOOK 1197, PAGE 472 OF SAID OFFICIAL RECORDS;

THENCE CONTAINING EAST ALONG THE NORTH LINE OF SAID LAND CONVEYED TO CLARKE AND THE EASTERLY EXTENSION THEREOF, 135.66 FEET;

THENCE NORTH 55.80 FEET TO THE SOUTHEAST CORNER OF SAID LAND
CONVEYED TO JOHN MATTHEWS AND WIFE;

THENCE WEST ALONG THE SOUTH LINE OF SAID LAND CONVEYED TO MATTHEWS
AND WIFE 145.66 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

FORM OF CITY PARCELS PROMISSORY NOTE

[On following pages]

PROMISSORY NOTE SECURED BY DEED OF TRUST

Principal Amount: \$432,653.28 (the “Loan Amount”)

December __. 2022 (the “Note Date”)

FOR VALUE RECEIVED, the undersigned, COTTAGE INDUSTRIES LLC, a California limited liability company (“Borrower”) promises to pay to the CITY OF GARDEN GROVE, a municipal corporation (“City”), or to order at 11222 Acacia Parkway, Garden Grove, California, 92840, or such other place as City may designate in writing, the principal sum of FOUR HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS AND TWENTY-EIGHT CENTS ((\$432,653.28) plus interest, as set forth below, on the terms specified below.

1. Agreement. This Note is given in accordance with that certain Purchase and Sale Agreement dated as of December 21, 2022, and entered into by and among City, the Garden Grove Housing Authority, and Borrower. The obligations of the Borrower under this Note shall be subject to the terms of the Deed of Trust of even date herewith, which secures performance under this Note.

2. Definitions. The terms set forth in this section shall have the following meanings in this Note. Capitalized terms not defined in this Note shall have the same meanings as defined in the Deed of Trust, the terms of which are incorporated into this Note by this reference.

(a) “Deed of Trust” shall mean that certain Deed of Trust, of even date herewith, executed by Borrower for the benefit of City, which Deed of Trust secures the obligations of this Note.

(b) “Loan Amount” shall mean the sum of \$432,653.28 that is being loaned by City to Borrower, repayment of which Loan Amount is the subject of this Note.

(c) “Note” shall mean this Promissory Note Secured by Deed of Trust.

(d) “Note Date” shall mean the date first written above.

(e) “Parties” shall mean City and Borrower.

(f) “Property” shall mean that certain real property described on Exhibit “A,” attached hereto and incorporated herein, together with all improvements, and fixtures now or hereafter constructed, placed, or located on the Property.

(g) “Purchase and Sale Agreement” shall have the meaning ascribed to that term in Section 1 of this Note.

(h) “Term” shall mean the term of this Note, which shall begin on the date first set forth above and shall end on December 29, 2023.

3. Repayment.

(a) Monthly Interest-Only Payments. Starting on February 1, 2023, and continuing thereafter from month-to-month until December 29, 2023, when principal and accrued interest thereon, if any, are due and payable, Borrower shall make monthly payments to City, or to order, on the first day of each calendar month, of interest only, in arrears, at the rate of four percent per annum (4%) computed on the basis of a 360-day year. The monthly payments for each full calendar month during the Term shall be in the amount of One Thousand Four Hundred Forty-Two Dollars and Eighteen Cents (\$1,442.18). Interest payments due for partial calendar months shall be prorated. Thus, the first payment to be made on or before February 1, 2023, shall additionally include the product of (1) Forty-Eight Dollars and Seven Cents (\$48.07) multiplied by the number of days in the month of December 2022 after the Note Date and the last payment to be made on or before December 29, 2023, shall include an interest payment of One Thousand Three Hundred Ninety-Four Dollars and Three Cents (\$1,394.03) (\$48.07 per day X 29 days = \$1,394.03).

(b) Repayment in Full. At the end of the Term of this Note, the entire unpaid principal balance and all accrued interest, if any, shall be due and payable. Furthermore, the total amount of the unpaid principal owed under this Note shall immediately become due and payable in the event of a default by Borrower under this Note or the Deed of Trust. Failure to declare such amounts due shall not constitute a waiver on the part of City to declare them due in the event of a subsequent default.

(c) Terms of Payment. All amounts due and payable under the Note are payable at the Office of City at the address provided above, or at such other place or places as City may designate to Borrower in writing from time to time. Any payment under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts and which on the respective dates on which such payments are due shall be in immediately available funds.

(d) Prepayments. Borrower may prepay all or part of the principal balance plus applicable interest due under this Note without penalty.

4. Prohibition Against Transfer of Interest. Borrower shall not make any transfer, sale, assignment or conveyance, or transfer in any other form, other than in accordance with the terms of this Note or the Deed of Trust. If any such transfer is made, all amounts due under this Note shall become immediately due and payable without further notice by City, as set forth herein. The following events shall not be considered a transfer of interest: (a) a change in ownership of Borrower as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of Borrower's stock on a national exchange or between Borrower's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with Borrower; (c) the transfer of this Note to Borrower's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with Borrower; (d) a collateral assignment of Borrower's interest in this Note to a lender as security for any indebtedness of Borrower to the lender; or (e) the leasing of any property subject to the Deed of Trust or any portion of Buyer's planned Cottage Industries project to a tenant occupying the completed improvements in the ordinary course of business. Borrower shall not be required to obtain City's consent and City shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof,

but a transfer of interest pursuant to clauses (a)-(d) of the preceding sentence (but not clause (e)) shall be effective only upon not less than sixty (60) days written notice to City.

5. Security. The Deed of Trust, dated the same date as this Note, secures this Note.

6. Waivers.

(a) Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at City's sole discretion and that City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by City with any person or party now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights:

(i) to offset, deduct, or withhold any payments or charges due under this Note for any reasons whatsoever;

(ii) of presentment for payment, demand, protest and notices of dishonor and protest made by City; and

(iii) with respect to City's diligence in taking any action to collect any sums owing under this Note or in proceeding against any of City's rights and interests in and to properties securing payment of this Note.

7. Attorney Fees and Costs. Borrower agrees, that if any amounts due under this Note are not paid when due, in addition to any such past due amounts, Borrower shall pay, all costs and expenses of collection and reasonable attorney fees paid or incurred by City in connection with the collection or enforcement of this Note; whether or not suit is filed.

8. Deed of Trust Acceleration. This Note is secured by a Deed of Trust on the Property. The Deed of Trust provides for acceleration of the payments due under this Note, along with applicable interest, as set forth in Section 9, below, in the event of default (after expiration of any applicable cure period) under the Deed of Trust or this Note.

9. Default. Borrower shall be in default under this Note if Borrower: (i) fails to pay any money when due under this Note; (ii) breaches any representation or covenant made in this Note in any material respect; or (iii) breaches any provision of the Deed of Trust.

All covenants, conditions, and agreements contained in this Note and the Deed of Trust are hereby made a part of this Note, and Borrower agrees that the unpaid balance of the then principal amount of this Note, together with all charges owing, shall, at the option of Authority hereof, become immediately due and payable, and thereafter until paid bear interest at the rate often percent (10%)

per annum (“Default Rate”), compounded annually upon the failure of the Borrower to make any payment hereunder, as and when due (after expiration of any applicable cure period); upon the failure of Borrower to perform or observe any other term or provision of this Note; or upon the occurrence of any event (whether termed default, event of default, or similar term) which (after the expiration of any applicable cure period) under the terms of this Note or the Deed of Trust shall entitle Authority to exercise rights or remedies thereunder.

10. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

11. Severability. If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12. Time. Time is of the essence in this Note.

13. No Waiver by Authority. No waiver of any breach, default, or failure of condition under the terms of this Note or the Deed of Trust or the obligations secured thereby shall be implied from any failure of City to take, or any delay by City in taking, action with respect to such breach, default or failure, or any form of previous waiver of any similar or unrelated breach, default or failure; and waiver of any term of this Note or the Deed of Trust or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

14. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and City.

15. Notices. All notices required in this Note shall be sent in accordance with Section 17 of the Deed of Trust.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

COTTAGE INDUSTRIES LLC
a California limited liability company

By: _____.

As agent and manager

Date: December __, 2022

EXHIBIT "A" TO PROMISSORY NOTE

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the City of Garden Grove, County of Orange, State of California more particularly described as follows:

1. APN 090-172-31 (11301 Garden Grove Blvd., Garden Grove)

LOTS 19 AND 20 OF TRACT NO. 431, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

2. APN 090-174-19 (11461 Garden Grove Blvd., Garden Grove)

THE EAST 90 FEET OF THE SOUTH 125 FEET OF BLOCK 6 OF THE GARDEN GROVE HOME TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 57, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXHIBIT D

FORM OF CITY PARCELS DEED OF TRUST

[On following pages]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Garden Grove
Attn.: City Clerk
11222 Acacia Parkway
Garden Grove, CA 92840

No fee document pursuant to
Government Code Section 27383

APNs 090-172-31 and 090-174-19

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made this ___ day of December, 2022, by trustor Cottage Industries LLC, a California limited liability company ("Trustor"), and trustee First American Title Insurance Company ("Trustee"), for the benefit of the City of Garden Grove, a municipal corporation, as beneficiary ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited, the receipt of which is hereby acknowledged, Trustor, hereby irrevocably grants, transfers, conveys and assigns to Beneficiary, in trust, with power of sale, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in Orange County, California, described in the attached Exhibit "A" and more commonly known as the "Property."

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto;

TOGETHER WITH any and all buildings, improvements and landscaping of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property (sometimes collectively referred to as the "Improvements");

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all oil, gas and mineral rights (including royalty and leasehold rights relating thereto), all water and water rights and shares of stock relating thereto, and any and all awards made for the taking by eminent domain or by and proceeding or purchase in lieu thereof of the whole or any part of such property; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are, or shall be attached to said building or buildings in any manner.

All of the foregoing, together with the Property, is herein referred to as the “Security”.

To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

TO SECURE to Beneficiary the obligations and any payments required by that certain Promissory Note, executed by Trustor in favor of Beneficiary of even date herewith, along with any exhibits attached thereto (the “Note”);

TO SECURE to Beneficiary the performance by Trustor of all agreements and adherence to all conditions set forth herein and in the Note;

TO SECURE all renewals, extensions, supplements and other modifications of any of the foregoing, including without limitation modifications that are evidenced by new or additional documents or that change the rate of interest on any obligation; and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith, to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Trustor herein contained.

All of the foregoing obligations, as well as those identified hereafter, are referred to collectively herein as the “Trustor Covenants.”

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

1. Purpose. This Deed of Trust secures Trustor’s obligation to repay the Note and perform all of Trustor’s obligations set forth in the Note.

2. Definitions. The terms set forth in this section shall have the following meanings in this Deed of Trust. Any capitalized terms not defined in this Deed of Trust shall have the same meanings ascribed to such terms in the Note, the terms of which have been incorporated into this Deed of Trust.

- a. “Trustor” shall mean Cottage Industries LLC.
- b. “Deed of Trust” shall mean this Deed of Trust and Security Agreement.

- c. “Loan” and “Loan Amount” shall have the same meanings as set forth in the Note.
- d. “Note” shall mean that certain Promissory Note secured by this Deed of Trust, of even date herewith, executed by Trustor for the benefit of Beneficiary.
- e. “Beneficiary” shall mean the City of Garden Grove, a municipal corporation.
- f. “Property” shall mean that certain real property legally described on Exhibit “A,” attached to this Deed of Trust and incorporated herein, together with all Improvements, and fixtures now or hereafter constructed, placed or located on the Property.
- g. “Term” shall mean the term of the Note, the obligations of which are secured by this Deed of Trust.

3. Trustor’s Estate. Trustor represents and warrants that it is lawfully seized of the estate hereby conveyed, that it has the right to grant and convey the Security, and that, subject to Trustor’s rights set forth in Section 22 of this Deed of Trust, other than this Deed of Trust and the Note, the Security is not encumbered by any senior liens. Trustor agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage of any title insurance policy insuring Beneficiary’s interest in the Security.

4. Payment of Sums Owed. Trustor shall promptly pay to Beneficiary, when due, any amounts due under the Note.

5. Trustor Covenants. Trustor will observe and perform all of the covenants and agreements of the Trustor Covenants, as more specifically contained herein.

6. Liens. Except as permitted pursuant to Section 22 of this Deed of Trust or as otherwise approved in writing by Beneficiary, Trustor shall not cause, incur, suffer or permit to exist or become effective any lien, encumbrance or charge upon all or any part of the Property, or any interest therein other than (i) easements, rights of way, covenants, conditions, restrictions, liens and other title limitations, and (ii) immaterial easements and rights of way which are required by governmental authorities as a condition to the use of the Security (collectively, the “Permitted Encumbrances”). Trustor shall pay and promptly discharge, at Trustor’s cost and expense, all liens, encumbrances and charges upon the Security, or any part thereof or interest therein other than the Permitted Encumbrances. If Trustor shall fail to remove and discharge any such lien, encumbrance, or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, without inquiring into the validity of such lien, encumbrance or charge nor inquiring into the existence of any defense or offset thereto, either by paying the amount claimed to be due, or by procuring the discharge of such lien, encumbrance or charge by depositing in court a bond or the amount claimed, or otherwise giving security for such claim, in such manner as is or may be prescribed by law. Trustor shall, immediately upon demand by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by

Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any such lien, encumbrance or charge, together with interest thereon from the date of such expenditure and, until paid, such sums shall be secured hereby.

7. Preservation and Maintenance of Security. Trustor agrees that at all times prior to full payment of the sums owed under the Note, secured by this Deed of Trust, that Trustor will, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and repair and in a prudent and businesslike manner.

8. Protection of Beneficiary's Security.

- a. If Trustor fails to perform the Trustor Covenants or any obligations contained in this Deed of Trust, or the Note, if an Event of Default, as defined hereafter, occurs, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Security, then Beneficiary, at its option and upon notice to Trustor, may make such appearances, disburse such sums and take such action as it determines necessary to protect Beneficiary's interest, including but not limited to, disbursement of reasonable attorney's fees and necessary repairs to the Security.
- b. Any amounts disbursed by Beneficiary pursuant to this Section will become an indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amount will be payable upon notice from Beneficiary to Trustor requesting payment thereof, and will bear interest of ten percent (10%) from the date of disbursement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts will bear interest at the highest rate permissible under applicable law. Beneficiary to insure any expense or take any action hereunder.
- c. In the event that Trustor fails to observe or perform any obligations or Trustor Covenants under this Deed of Trust, or the Note, then Beneficiary may hold Trustor in default, treat the occurrence as an Event of Default pursuant to this Deed of Trust, and take any actions available under this Deed of Trust, or the Note, including, but not limited to, acceleration of any payments due or sale of the Security, as provided for hereafter.

9. Events of Default. Each of the following shall constitute an event of default ("Event of Default"): (a) the occurrence of any default under the provisions of this Deed of Trust, or the Note; or (b) the failure to make any payment or perform any of Trustor's other obligations now or hereafter secured by this Deed of Trust (subject to any applicable cure period).

10. Acceleration; Remedies and Notice. If Trustor is in default of any obligations under this Deed of Trust (including the Trustor Covenants), or the Note, or at the occurrence of any Event of Default, then at the option of Beneficiary, the amount of any payment related to any such default, the Loan Amount under the Note, as applicable, and any other indebtedness and other obligations

secured hereby shall immediately become due and payable without presentment, protest notice or demand, all of which are hereby expressly waived, upon written notice by Beneficiary to Trustor and no omission on the part of Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Upon Trustor's breach of any covenant or agreement in this Deed of Trust (including, but not limited to, the covenant to pay, when due, any sums secured by this Deed of Trust), or the Note, or upon the occurrence of an Event of Default, Beneficiary, prior to acceleration of the sums due under the Note, shall provide notice by certified mail, return receipt requested, to Trustor specifying:

- a. the breach or Event of Default;
- b. if the breach or Event of Default is curable, and the action required to cure such breach;
- c. a date, not less than thirty (30) days from the date the notice is effective, by which such breach, if curable, is to be cured; and
- d. if the breach is curable, that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums due under the Note, as secured by this Deed of Trust, as well as sale of the Security (collectively the "Notice of Default")

If the breach or Event of Default is not curable or is not cured on or before the date specified in the Notice of Default, Beneficiary, at its option, may:

- i. declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law;
- ii. commence an action to foreclose this Deed of Trust as a mortgage, or specifically enforce any of the covenants hereof;
- iii. deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale as the law may require; or
- iv. exercise all other rights and remedies provided herein, in the instruments by which Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby; or provided by law.

The Notice of Default shall also inform Trustor of Trustor's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Trustor to acceleration and sale.

Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section.

11. Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust, and the Note, which is secured hereby (and the deposit of which shall be deemed to constitute evidence that unpaid amounts due pursuant to the Note are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

- a. Upon receipt of such notice of election to foreclose from Beneficiary, Trustee shall cause to be recorded, published and delivered to Beneficiary's notice of election to sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of a Notice of Default and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise to Trustor according to law, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.
- b. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid amounts due pursuant to the Note; (ii) all other sums then secured hereby, as applicable; and (iii) the remainder, if any, to Trustor.
- c. Trustee may postpone sale of all or any portion of the Security by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

12. Trustor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust, or other actions taken in response to any Event of Default of Trustor, Trustor shall have the right to have any proceedings commenced by Beneficiary, to enforce this Deed of Trust, discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if:

- a. Trustor pays Beneficiary all sums which would be then due under this Deed of Trust, or the Note, as applicable;

- b. Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust, or the Note, as applicable
- c. Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Beneficiary's and Trustee's remedies, including, but not limited to, reasonable attorney's fees, as applicable; and
- d. Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Security and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired.

Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

13. Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of the exercise of any such right or remedy, nor shall acceptance by Beneficiary of any payment provided for in the Note constitute a waiver of Beneficiary's right to require prompt payment of any remaining amounts owed. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

14. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, including the Note, or afforded by law or equity, and may be exercised concurrently, independently or successively at the discretion of Beneficiary.

15. Reconveyance. Upon payment of all sums secured by this Deed of Trust, as set forth in the Note, Beneficiary shall request Trustee to reconvey the Security and shall surrender this Deed of Trust and the Note to Trustee. Trustee shall reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

16. Substitute Trustee. Beneficiary, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

17. Notice. All notices, demands and requests which may be given, or which are required to be given by any party to this Deed of Trust, and any exercise of a right of termination provided by this Deed of Trust, shall be in writing and shall be deemed effective either: (1) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (2) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx Corporation, UPS, or DHL) addressed to such party at the address specified below; or (3) on the business day sent via electronic mail in Portable Document Format (PDF) with

confirmation of receipt, in which case notice shall be deemed delivered upon receipt of confirmation of receipt. For purposes of this section, the addresses of the parties for all notices are as follows:

If to Trustor: Cottage Industries LLC
Attn.: Linda Sadeghi
696 Randolph Avenue, Suite A
Costa Mesa, CA 92626

If to Beneficiary: City of Garden Grove
Attn.: City Manager
11222 Acacia Parkway
Garden Grove, CA 92840

18. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

19. Severability. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

20. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

21. Exhibits. Any exhibits referred to in this Deed of Trust are incorporated in this Deed of Trust by such reference.

22. Subordination. This Deed of Trust shall be automatically subordinate to a deed of trust, to be executed by Trustor or Trustor's successor in interest and recorded in Orange County, California, to secure a loan (hereafter referred to as a "Project Financing Loan") obtained for the purpose of the construction, permanent, or so-called "take-out" financing or refinancing of the acquisition, development, construction, maintenance, repair, and operation of the Cottage Industries project that is the subject of that certain Disposition and Development Agreement entered into by and between LAB Holding LLC (whose interest was subsequently assigned to Trustor) and City and dated as of May 10, 2016, as the same may be amended from time to time (the "DDA"). For purposes of this Deed of Trust, a Project Financing Loan shall include any advance of funds to Trustor (or successor in interest) by the lender for the purpose of acquiring, developing, constructing, maintaining, repairing, and operating the Cottage Industries project consistent with the DDA, whether in the form of a mortgage, deed of trust, or other security instrument in favor of the lender. The following are the conditions to this subordination:

- a. At the time of recordation of the deed of trust securing the Project Financing Loan, no unrescinded Notice of Default of this Deed of Trust appears of record.
- b. Any funds derived from the Project Financing Loan shall be used only for the acquisition, development, construction (including both so-called “hard” and “soft” costs), maintenance, repair, and operation of the Cottage Industries project that is the subject of the DDA, including without limitation for the payment of loan fees, interest, or charges directly connected with the Project Financing Loan.
- c. The total amount of the Project Financing Loan shall not exceed eighty percent (80%) of the anticipated value of the entire Cottage Industries project (including all parcels subject to the DDA, including but not limited to the Property) after completion of the construction of the Cottage Industries project or, if the Project Financing Loan is to be issued after completion of construction, within ninety (90) days prior to the date of issuance of the Project Financing Loan. For example, if the value of the Cottage Industries project is estimated at \$4 million after completion of construction and the Project Financing Loan is issued prior to completion, the principal amount of the Project Financing Loan shall not exceed \$3.2 million.
- d. No portion of the Project Financing Loan shall be used to pay loan fees, interest, or other charges not directly connected with the acquisition, development, construction, maintenance, repair, and operation of the Cottage Industries project.
- e. The proceeds of any Project Financing Loan issued prior to completion of construction of the Cottage Industries project shall be disbursed by the lender either through its own offices or through a bonded disbursement control agency only after inspection of the work completed and presentation of vouchers signed by Trustor or its successor in interest for the cost of work, labor, or materials actually performed or used in the acquisition, development, and construction of improvements comprising the Cottage Industries project.
- f. The remaining terms and provisions of the construction loan shall be as required by the lender.

Beneficiary shall, within fifteen (15) days after receipt of a written request therefor from Trustor, execute a separate agreement of subordination, in recordable form, in favor of the lender for any Project Financing Loan to which this Deed of Trust is hereby subordinated, and deliver the subordination agreement to the lender or the lender’s title company designated by Trustor. The terms of any such subordination agreement shall prevail over the subordination provisions provided for in this Deed of Trust. Beneficiary’s Executive Director shall have authority to approve and execute such subordination agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

COTTAGE INDUSTRIES LLC
a California limited liability company

By: _____
Printed Name: Linda Sadeghi, as agent and manager

Date: December __, 2022

EXHIBIT "A" TO DEED OF TRUST
LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the City of Garden Grove, County of Orange, State of California more particularly described as follows:

1. APN 090-172-31 (11301 Garden Grove Blvd., Garden Grove)

LOTS 19 AND 20 OF TRACT NO. 431, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

2. APN 090-174-19 (11461 Garden Grove Blvd., Garden Grove)

THE EAST 90 FEET OF THE SOUTH 125 FEET OF BLOCK 6 OF THE GARDEN GROVE HOME TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 57, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXHIBIT E

FORM OF AUTHORITY PARCELS PROMISSORY NOTE

[On following pages]

PROMISSORY NOTE SECURED BY DEED OF TRUST

Principal Amount: \$772,346.72 (the “Loan Amount”)

December __, 2022 (the “Note Date”)

FOR VALUE RECEIVED, the undersigned, COTTAGE INDUSTRIES LLC, a California limited liability company (“Borrower”) promises to pay to the GARDEN GROVE HOUSING AUTHORITY, a public body, corporate and politic (“Authority”), or to order at 11222 Acacia Parkway, Garden Grove, California, 92840, or such other place as Authority may designate in writing, the principal sum of SEVEN HUNDRED SEVENTY-TWO THOUSAND THREE HUNDRED FORTY-SIX DOLLARS AND SEVENTY-TWO CENTS (\$772,346.72), plus interest, as set forth below, on the terms specified below.

1. Agreement. This Note is given in accordance with that certain Purchase and Sale Agreement dated as of December 21, 2022, and entered into by and among the City of Garden Grove, Authority, and Borrower. The obligations of the Borrower under this Note shall be subject to the terms of the Deed of Trust of even date herewith, which secures performance under this Note.

2. Definitions. The terms set forth in this section shall have the following meanings in this Note. Capitalized terms not defined in this Note shall have the same meanings as defined in the Deed of Trust, the terms of which are incorporated into this Note by this reference.

(a) “Deed of Trust” shall mean that certain Deed of Trust, of even date herewith, executed by Borrower for the benefit of Authority, which Deed of Trust secures the obligations of this Note.

(b) “Loan Amount” shall mean the sum of \$772,346.72 that is being loaned by Authority to Borrower, repayment of which Loan Amount is the subject of this Note.

(c) “Note” shall mean this Promissory Note Secured by Deed of Trust.

(d) “Note Date” shall mean the date first written above.

(e) “Parties” shall mean Authority and Borrower.

(f) “Property” shall mean that certain real property described on Exhibit “A,” attached hereto and incorporated herein, together with all improvements, and fixtures now or hereafter constructed, placed, or located on the Property.

(g) “Purchase and Sale Agreement” shall have the meaning ascribed to that term in Section 1 of this Note.

(h) “Term” shall mean the term of this Note, which shall begin on the date first set forth above and shall end on December 29, 2023.

3. Repayment.

(a) Monthly Interest-Only Payments. Starting on February 1, 2023, and continuing thereafter from month-to-month until December 29, 2023, when principal and accrued interest thereon, if any, are due and payable, Borrower shall make monthly payments to City, or to order, on the first day of each calendar month, of interest only, in arrears, at the rate of four percent per annum (4%) computed on the basis of a 360-day year. The monthly payments for each full calendar month during the Term shall be in the amount of Two Thousand Five Hundred Seventy-Four Dollars and Forty-Nine Cents (\$2,574.49). Interest payments due for partial calendar months shall be prorated. Thus, the first payment to be made on or before February 1, 2023, shall additionally include the product of (1) Eighty-Five Dollars and Eighty-Two Cents (\$85.82) multiplied by the number of days in the month of December 2022 after the Note Date and the last payment to be made on or before December 29, 2023, shall include an interest payment of Two Thousand Four Hundred Eighty-Eight Dollars and Sixty-Seven Cents (\$85.82 per day X 29 days = \$2,488.67).

(b) Repayment in Full. At the end of the Term of this Note, the entire unpaid principal balance and all accrued interest, if any, shall be due and payable. Furthermore, the total amount of the unpaid principal owed under this Note shall immediately become due and payable in the event of a default by Borrower under this Note or the Deed of Trust. Failure to declare such amounts due shall not constitute a waiver on the part of Authority to declare them due in the event of a subsequent default.

(c) Terms of Payment. All amounts due and payable under the Note are payable at the Office of Authority at the address provided above, or at such other place or places as Authority may designate to Borrower in writing from time to time. Any payment under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts and which on the respective dates on which such payments are due shall be in immediately available funds.

(d) Prepayments. Borrower may prepay all or part of the principal balance plus applicable interest due under this Note without penalty.

4. Prohibition Against Transfer of Interest. Borrower shall not make any transfer, sale, assignment or conveyance, or transfer in any other form, other than in accordance with the terms of this Note or the Deed of Trust. If any such transfer is made, all amounts due under this Note shall become immediately due and payable without further notice by City, as set forth herein. The following events shall not be considered a transfer of interest: (a) a change in ownership of Borrower as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of Borrower's stock on a national exchange or between Borrower's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with Borrower; (c) the Transfer of this Note to Borrower's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with Borrower; (d) a collateral assignment of Borrower's interest in this Note to a lender as security for any indebtedness of Borrower to the lender; or (e) the leasing of any property subject to the Deed of Trust or any portion of Buyer's planned Cottage Industries project to a tenant occupying the completed improvements in the ordinary course of business. Borrower shall not be required to obtain Authority's consent and Authority shall have no right to delay, alter, or impede any of the foregoing transactions or

combinations thereof, but a transfer of interest pursuant to clauses (a)-(d) of the preceding sentence (but not clause (e)) shall be effective only upon not less than sixty (60) days written notice to Authority.

5. Security. The Deed of Trust, dated the same date as this Note, secures this Note.

6. Waivers.

(a) Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at Authority's sole discretion and that Authority may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by Authority with any person or party now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights:

(i) to offset, deduct, or withhold any payments or charges due under this Note for any reasons whatsoever;

(ii) of presentment for payment, demand, protest and notices of dishonor and protest made by Authority; and

(iii) with respect to Authority's diligence in taking any action to collect any sums owing under this Note or in proceeding against any of Authority's rights and interests in and to properties securing payment of this Note.

7. Attorney Fees and Costs. Borrower agrees, that if any amounts due under this Note are not paid when due, in addition to any such past due amounts, Borrower shall pay, all costs and expenses of collection and reasonable attorney fees paid or incurred by Authority in connection with the collection or enforcement of this Note; whether or not suit is filed.

8. Deed of Trust Acceleration. This Note is secured by a Deed of Trust on the Property. The Deed of Trust provides for acceleration of the payments due under this Note, along with applicable interest, as set forth in Section 9, below, in the event of default (after expiration of any applicable cure period) under the Deed of Trust or this Note.

9. Default. Borrower shall be in default under this Note if Borrower: (i) fails to pay any money when due under this Note; (ii) breaches any representation or covenant made in this Note in any material respect; or (iii) breaches any provision of the Deed of Trust.

All covenants, conditions, and agreements contained in this Note and the Deed of Trust are hereby made a part of this Note, and Borrower agrees that the unpaid balance of the then principal amount of this Note, together with all charges owing, shall, at the option of Authority hereof, become

immediately due and payable, and thereafter until paid bear interest at the rate of ten percent (10%) per annum ("Default Rate"), compounded annually upon the failure of the Borrower to make any payment hereunder, as and when due (after expiration of any applicable cure period); upon the failure of Borrower to perform or observe any other term or provision of this Note; or upon the occurrence of any event (whether termed default, event of default, or similar term) which (after the expiration of any applicable cure period) under the terms of this Note or the Deed of Trust shall entitle Authority to exercise rights or remedies thereunder.

10. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

11. Severability. If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

12. Time. Time is of the essence in this Note.

13. No Waiver by Authority. No waiver of any breach, default, or failure of condition under the terms of this Note or the Deed of Trust or the obligations secured thereby shall be implied from any failure of Authority to take, or any delay by Authority in taking, action with respect to such breach, default or failure, or any form of previous waiver of any similar or unrelated breach, default or failure; and waiver of any term of this Note or the Deed of Trust or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

14. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and Authority.

15. Notices. All notices required in this Note shall be sent in accordance with Section 17 of the Deed of Trust.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

COTTAGE INDUSTRIES LLC
a California limited liability company

By: _____.

As agent and manager

Date: December __, 2022

EXHIBIT "A" TO PROMISSORY NOTE

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the City of Garden Grove, County of Orange, State of California more particularly described as follows:

1. APN 090-172-15 (12951 7th Street, Garden Grove)

LOT 18 OF TRACT NO. 431, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

2. APN 090-174-07 (11421 Garden Grove Blvd., Garden Grove)

THE EAST 111.00 FEET OF THE WEST 121.00 FEET OF THE SOUTH 125.00 FEET, IN BLOCK 6 OF GARDEN GROVE HOME TRACT, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

3. APN 090-174-06 (12942 8th Street, Garden Grove)

THAT PORTION OF BLOCK 6 OF THE GARDEN GROVE HOME TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID BLOCK 6, WHICH POINT IS 185.36 FEET SOUTHERLY FROM THE INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 OF TRACT NO. 631, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 26 OF SAID MISCELLANEOUS MAPS, SAID POINT BEING THE SOUTHWEST CORNER OF THE LAND CONVEYED TO JOHN MATTHEWS AND WIFE BY DEED RECORDED JULY 12, 1958 IN BOOK 1668, PAGE 32 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY;

THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 6 A DISTANCE OF 55.80 FEET TO A POINT 125.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK 6;

THENCE EAST 10.00 FEET TO THE NORTHWEST CORNER OF LAND CONVEYED TO C. LOWELL CLARKE AND WIFE BY DEED RECORDED JULY 21, 1943 IN BOOK 1197, PAGE 472 OF SAID OFFICIAL RECORDS;

THENCE CONTAINING EAST ALONG THE NORTH LINE OF SAID LAND CONVEYED TO CLARKE AND THE EASTERLY EXTENSION THEREOF, 135.66 FEET;

THENCE NORTH 55.80 FEET TO THE SOUTHEAST CORNER OF SAID LAND
CONVEYED TO JOHN MATTHEWS AND WIFE;

THENCE WEST ALONG THE SOUTH LINE OF SAID LAND CONVEYED TO MATTHEWS
AND WIFE 145.66 FEET TO THE POINT OF BEGINNING.

EXHIBIT F

FORM OF AUTHORITY PARCELS DEED OF TRUST

[On following pages]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Garden Grove
Attn.: City Clerk
11222 Acacia Parkway
Garden Grove, CA 92840

No fee document pursuant to
Government Code Section 27383

APNs 090-172-15, 090-174-07, and 090-174-06

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT (“Deed of Trust”) is made this ___ day of December, 2022, by trustor Cottage Industries LLC, a California limited liability company (“Trustor”), and trustee First American Title Insurance Company (“Trustee”), for the benefit of the Garden Grove Housing Authority, a public agency, corporate and , as beneficiary (“Beneficiary”).

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited, the receipt of which is hereby acknowledged, Trustor, hereby irrevocably grants, transfers, conveys and assigns to Beneficiary, in trust, with power of sale, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor’s fee interest in the property located in Orange County, California, described in the attached Exhibit “A” and more commonly known as the “Property.”

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto;

TOGETHER WITH any and all buildings, improvements and landscaping of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property (sometimes collectively referred to as the “Improvements”);

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all oil, gas and mineral rights (including royalty and leasehold rights relating thereto), all water and water rights and shares of stock relating thereto, and any and all awards made for the taking

by eminent domain or by and proceeding or purchase in lieu thereof of the whole or any part of such property; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are, or shall be attached to said building or buildings in any manner.

All of the foregoing, together with the Property, is herein referred to as the “Security”.

To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

TO SECURE to Beneficiary the obligations and any payments required by that certain Promissory Note, executed by Trustor in favor of Beneficiary of even date herewith, along with any exhibits attached thereto (the “Note”);

TO SECURE to Beneficiary the performance by Trustor of all agreements and adherence to all conditions set forth herein and in the Note;

TO SECURE all renewals, extensions, supplements and other modifications of any of the foregoing, including without limitation modifications that are evidenced by new or additional documents or that change the rate of interest on any obligation; and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith, to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Trustor herein contained.

All of the foregoing obligations, as well as those identified hereafter, are referred to collectively herein as the “Trustor Covenants.”

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

1. Purpose. This Deed of Trust secures Trustor’s obligation to repay the Note and perform all of Trustor’s obligations set forth in the Note.

2. Definitions. The terms set forth in this section shall have the following meanings in this Deed of Trust. Any capitalized terms not defined in this Deed of Trust shall have the same meanings ascribed to such terms in the Note, the terms of which have been incorporated into this Deed of Trust.

a. “Trustor” shall mean Cottage Industries LLC.

- b. “Deed of Trust” shall mean this Deed of Trust and Security Agreement.
- c. “Loan” and “Loan Amount” shall have the same meanings as set forth in the Note.
- d. “Note” shall mean that certain Promissory Note secured by this Deed of Trust, of even date herewith, executed by Trustor for the benefit of Beneficiary.
- e. “Beneficiary” shall mean the Garden Grove Housing Authority, a public agency, corporate and politic.
- f. “Property” shall mean that certain real property legally described on Exhibit “A,” attached to this Deed of Trust and incorporated herein, together with all Improvements, and fixtures now or hereafter constructed, placed or located on the Property.
- g. “Term” shall mean the term of the Note, the obligations of which are secured by this Deed of Trust.

3. Trustor’s Estate. Trustor represents and warrants that it is lawfully seized of the estate hereby conveyed, that it has the right to grant and convey the Security, and that, subject to Trustor’s rights set forth in Section 22 of this Deed of Trust, other than this Deed of Trust and the Note, the Security is not encumbered by any senior liens. Trustor agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage of any title insurance policy insuring Beneficiary’s interest in the Security.

4. Payment of Sums Owed. Trustor shall promptly pay to Beneficiary, when due, any amounts due under the Note.

5. Trustor Covenants. Trustor will observe and perform all of the covenants and agreements of the Trustor Covenants, as more specifically contained herein.

6. Liens. Except as permitted pursuant to Section 22 of this Deed of Trust or as otherwise approved in writing by Beneficiary, Trustor shall not cause, incur, suffer or permit to exist or become effective any lien, encumbrance or charge upon all or any part of the Property, or any interest therein other than (i) easements, rights of way, covenants, conditions, restrictions, liens and other title limitations, and (ii) immaterial easements and rights of way which are required by governmental authorities as a condition to the use of the Security (collectively, the “Permitted Encumbrances”). Trustor shall pay and promptly discharge, at Trustor’s cost and expense, all liens, encumbrances and charges upon the Security, or any part thereof or interest therein other than the Permitted Encumbrances. If Trustor shall fail to remove and discharge any such lien, encumbrance, or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, without inquiring into the validity of such lien, encumbrance or charge nor inquiring into the existence of any defense or offset thereto, either by paying the amount claimed to be due, or by procuring the discharge of such lien, encumbrance or charge by depositing in court a bond or the amount claimed, or otherwise giving security for

such claim, in such manner as is or may be prescribed by law. Trustor shall, immediately upon demand by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any such lien, encumbrance or charge, together with interest thereon from the date of such expenditure and, until paid, such sums shall be secured hereby.

7. Preservation and Maintenance of Security. Trustor agrees that at all times prior to full payment of the sums owed under the Note, secured by this Deed of Trust, that Trustor will, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and repair and in a prudent and businesslike manner.

8. Protection of Beneficiary's Security.

- a. If Trustor fails to perform the Trustor Covenants or any obligations contained in this Deed of Trust, or the Note, if an Event of Default, as defined hereafter, occurs, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Security, then Beneficiary, at its option and upon notice to Trustor, may make such appearances, disburse such sums and take such action as it determines necessary to protect Beneficiary's interest, including but not limited to, disbursement of reasonable attorney's fees and necessary repairs to the Security.
- b. Any amounts disbursed by Beneficiary pursuant to this Section will become an indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amount will be payable upon notice from Beneficiary to Trustor requesting payment thereof, and will bear interest of ten percent (10%) from the date of disbursement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts will bear interest at the highest rate permissible under applicable law. Beneficiary to insure any expense or take any action hereunder.
- c. In the event that Trustor fails to observe or perform any obligations or Trustor Covenants under this Deed of Trust, or the Note, then Beneficiary may hold Trustor in default, treat the occurrence as an Event of Default pursuant to this Deed of Trust, and take any actions available under this Deed of Trust, or the Note, including, but not limited to, acceleration of any payments due or sale of the Security, as provided for hereafter.

9. Events of Default. Each of the following shall constitute an event of default ("Event of Default"): (a) the occurrence of any default under the provisions of this Deed of Trust, or the Note; or (b) the failure to make any payment or perform any of Trustor's other obligations now or hereafter secured by this Deed of Trust (subject to any applicable cure period).

10. Acceleration; Remedies and Notice. If Trustor is in default of any obligations under this Deed of Trust (including the Trustor Covenants), or the Note, or at the occurrence of any Event

of Default, then at the option of Beneficiary, the amount of any payment related to any such default, the Loan Amount under the Note, as applicable, and any other indebtedness and other obligations secured hereby shall immediately become due and payable without presentment, protest notice or demand, all of which are hereby expressly waived, upon written notice by Beneficiary to Trustor and no omission on the part of Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Upon Trustor's breach of any covenant or agreement in this Deed of Trust (including, but not limited to, the covenant to pay, when due, any sums secured by this Deed of Trust), or the Note, or upon the occurrence of an Event of Default, Beneficiary, prior to acceleration of the sums due under the Note, shall provide notice by certified mail, return receipt requested, to Trustor specifying:

- a. the breach or Event of Default;
- b. if the breach or Event of Default is curable, and the action required to cure such breach;
- c. a date, not less than thirty (30) days from the date the notice is effective, by which such breach, if curable, is to be cured; and
- d. if the breach is curable, that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums due under the Note, as secured by this Deed of Trust, as well as sale of the Security (collectively the "Notice of Default")

If the breach or Event of Default is not curable or is not cured on or before the date specified in the Notice of Default, Beneficiary, at its option, may:

- i. declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law;
- ii. commence an action to foreclose this Deed of Trust as a mortgage, or specifically enforce any of the covenants hereof;
- iii. deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale as the law may require; or
- iv. exercise all other rights and remedies provided herein, in the instruments by which Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby; or provided by law.

The Notice of Default shall also inform Trustor of Trustor's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Trustor to acceleration and sale.

Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section.

11. Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust, and the Note, which is secured hereby (and the deposit of which shall be deemed to constitute evidence that unpaid amounts due pursuant to the Note are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

- a. Upon receipt of such notice of election to foreclose from Beneficiary, Trustee shall cause to be recorded, published and delivered to Beneficiary's notice of election to sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of a Notice of Default and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise to Trustor according to law, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.
- b. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid amounts due pursuant to the Note; (ii) all other sums then secured hereby, as applicable; and (iii) the remainder, if any, to Trustor.
- c. Trustee may postpone sale of all or any portion of the Security by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

12. Trustor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust, or other actions taken in response to any Event of Default of Trustor, Trustor shall have the right to have any proceedings commenced by Beneficiary, to enforce this Deed of Trust, discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if:

- d. Trustor pays Beneficiary all sums which would be then due under this Deed of Trust, or the Note, as applicable;
- e. Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust, or the Note, as applicable
- f. Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Beneficiary's and Trustee's remedies, including, but not limited to, reasonable attorney's fees, as applicable; and
- g. Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Security and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired.

Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

13. Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of the exercise of any such right or remedy, nor shall acceptance by Beneficiary of any payment provided for in the Note constitute a waiver of Beneficiary's right to require prompt payment of any remaining amounts owed. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

14. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, including the Note, or afforded by law or equity, and may be exercised concurrently, independently or successively at the discretion of Beneficiary.

15. Reconveyance. Upon payment of all sums secured by this Deed of Trust, as set forth in the Note, Beneficiary shall request Trustee to reconvey the Security and shall surrender this Deed of Trust and the Note to Trustee. Trustee shall reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

16. Substitute Trustee. Beneficiary, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

17. Notice. All notices, demands and requests which may be given, or which are required to be given by any party to this Deed of Trust, and any exercise of a right of termination provided by this Deed of Trust, shall be in writing and shall be deemed effective either: (1) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (2) on the first (1st) business

day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx Corporation, UPS, or DHL) addressed to such party at the address specified below; or (3) on the business day sent via electronic mail in Portable Document Format (PDF) with confirmation of receipt, in which case notice shall be deemed delivered upon receipt of confirmation of receipt. For purposes of this section, the addresses of the parties for all notices are as follows:

If to Trustor: Cottage Industries LLC
Attn.: Linda Sadeghi
696 Randolph Avenue, Suite A
Costa Mesa, CA 92626

If to Beneficiary: Garden Grove Housing Authority
Attn.: Executive Director
11222 Acacia Parkway
Garden Grove, CA 92840

18. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

19. Severability. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

20. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

21. Exhibits. Any exhibits referred to in this Deed of Trust are incorporated in this Deed of Trust by such reference.

22. Subordination. This Deed of Trust shall be automatically subordinate to a deed of trust, to be executed by Trustor or Trustor's successor in interest and recorded in Orange County, California, to secure a loan (hereafter referred to as a "Project Financing Loan") obtained for the purpose of the construction, permanent, or so-called "take-out" financing or refinancing of the acquisition, development, construction, maintenance, repair, and operation of the Cottage Industries project that is the subject of that certain Disposition and Development Agreement entered into by and between LAB Holding LLC (whose interest was subsequently assigned to Trustor) and the City of Garden Grove and dated as of May 10, 2016, as the same may be amended from time to time (the "DDA"). For purposes of this Deed of Trust, a Project Financing Loan shall include any advance of funds to Trustor (or successor in interest) by the lender for the purpose of

acquiring, developing, constructing, maintaining, repairing, and operating the Cottage Industries project consistent with the DDA, whether in the form of a mortgage, deed of trust, or other security instrument in favor of the lender. The following are the conditions to this subordination:

- a. At the time of recordation of the deed of trust securing the Project Financing Loan, no unrescinded Notice of Default of this Deed of Trust appears of record.
- b. Any funds derived from the Project Financing Loan shall be used only for the acquisition, development, construction (including both so-called “hard” and “soft” costs), maintenance, repair, and operation of the Cottage Industries project that is the subject of the DDA, including without limitation for the payment of loan fees, interest, or charges directly connected with the Project Financing Loan.
- c. The total amount of the Project Financing Loan shall not exceed eighty percent (80%) of the anticipated value of the entire Cottage Industries project (including all parcels subject to the DDA, including but not limited to the Property) after completion of the construction of the Cottage Industries project or, if the Project Financing Loan is to be issued after completion of construction, within ninety (90) days prior to the date of issuance of the Project Financing Loan. For example, if the value of the Cottage Industries project is estimated at \$4 million after completion of construction and the Project Financing Loan is issued prior to completion, the principal amount of the Project Financing Loan shall not exceed \$3.2 million.
- d. No portion of the Project Financing Loan shall be used to pay loan fees, interest, or other charges not directly connected with the acquisition, development, construction, maintenance, repair, and operation of the Cottage Industries project.
- e. The proceeds of any Project Financing Loan issued prior to completion of construction of the Cottage Industries project shall be disbursed by the lender either through its own offices or through a bonded disbursement control agency only after inspection of the work completed and presentation of vouchers signed by Trustor or its successor in interest for the cost of work, labor, or materials actually performed or used in the acquisition, development, and construction of improvements comprising the Cottage Industries project.
- f. The remaining terms and provisions of the construction loan shall be as required by the lender.

Beneficiary shall, within fifteen (15) days after receipt of a written request therefor from Trustor, execute a separate agreement of subordination, in recordable form, in favor of the lender for any Project Financing Loan to which this Deed of Trust is hereby subordinated, and deliver the

subordination agreement to the lender or the lender's title company designated by Trustor. The terms of any such subordination agreement shall prevail over the subordination provisions provided for in this Deed of Trust. Beneficiary's Executive Director shall have authority to approve and execute such subordination agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

COTTAGE INDUSTRIES LLC
a California limited liability company

By: _____
Printed Name: Linda Sadeghi, as agent and manager

Date: December __, 2022

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the City of Garden Grove, County of Orange, State of California more particularly described as follows:

1. APN 090-172-15 (12951 7th Street, Garden Grove)

LOT 18 OF TRACT NO. 431, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

2. APN 090-174-07 (11421 Garden Grove Blvd., Garden Grove)

THE EAST 111.00 FEET OF THE WEST 121.00 FEET OF THE SOUTH 125.00 FEET, IN BLOCK 6 OF GARDEN GROVE HOME TRACT, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

3. APN 090-174-06 (12942 8th Street, Garden Grove)

THAT PORTION OF BLOCK 6 OF THE GARDEN GROVE HOME TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID BLOCK 6, WHICH POINT IS 185.36 FEET SOUTHERLY FROM THE INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 OF TRACT NO. 631, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 26 OF SAID MISCELLANEOUS MAPS, SAID POINT BEING THE SOUTHWEST CORNER OF THE LAND CONVEYED TO JOHN MATTHEWS AND WIFE BY DEED RECORDED JULY 12, 1958 IN BOOK 1668, PAGE 32 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY;

THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 6 A DISTANCE OF 55.80 FEET TO A POINT 125.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK 6;

THENCE EAST 10.00 FEET TO THE NORTHWEST CORNER OF LAND CONVEYED TO C. LOWELL CLARKE AND WIFE BY DEED RECORDED JULY 21, 1943 IN BOOK 1197, PAGE 472 OF SAID OFFICIAL RECORDS;

THENCE CONTAINING EAST ALONG THE NORTH LINE OF SAID LAND CONVEYED TO CLARKE AND THE EASTERLY EXTENSION THEREOF, 135.66 FEET;

THENCE NORTH 55.80 FEET TO THE SOUTHEAST CORNER OF SAID LAND
CONVEYED TO JOHN MATTHEWS AND WIFE;

THENCE WEST ALONG THE SOUTH LINE OF SAID LAND CONVEYED TO MATTHEWS
AND WIFE 145.66 FEET TO THE POINT OF BEGINNING.

EXHIBIT G

FORM OF CITY PARCELS GRANT DEED

[On following pages]

RECORDING REQUESTS BY
AND WHEN RECORDED RETURN TO:

Cottage Industries LLC
709 Randolph Ave.
Costa Mesa, CA 92626
Attention: Linda Sadeghi

APNs: 090-172-31 and 090-174-19

[SPACE ABOVE FOR RECORDER'S USE ONLY]

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF GARDEN GROVE, a California municipal corporation (Grantor) hereby grants to COTTAGE INDUSTRIES LLC the real property located in the City of Garden Grove, County of Orange, State of California, that is described on "Exhibit A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: December __, 2022

CITY:

City Manager

Attest:

City Clerk

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the City of Garden Grove, County of Orange, State of California more particularly described as follows:

1. APN 090-172-31 (11301 Garden Grove Blvd., Garden Grove)

LOTS 19 AND 20 OF TRACT NO. 431, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

2. APN 090-174-19 (11461 Garden Grove Blvd., Garden Grove)

THE EAST 90 FEET OF THE SOUTH 125 FEET OF BLOCK 6 OF THE GARDEN GROVE HOME TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 57, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT H

FORM OF AUTHORITY PARCELS GRANT DEED

[On following pages]

**RECORDING REQUESTS BY
AND WHEN RECORDED RETURN TO:**

Cottage Industries LLC
709 Randolph Ave.
Costa Mesa, CA 92626
Attention: Linda Sadeghi

APNs: 090-172-15, 090-174-07, and 090-174-06

[SPACE ABOVE FOR RECORDER'S USE ONLY]

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the GARDEN GROVE HOUSING AUTHORITY, a public agency, corporate and politic (Grantor) hereby grants to COTTAGE INDUSTRIES LLC, the real property located in the City of Garden Grove, County of Orange, State of California, that is described on "Exhibit A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: December __, 2022

CITY:

Executive Director

Attest:

City Clerk

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the City of Garden Grove, County of Orange, State of California more particularly described as follows:

1. APN 090-172-15 (12951 7th Street, Garden Grove)

LOT 18 OF TRACT NO. 431, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

2. APN 090-174-07 (11421 Garden Grove Blvd., Garden Grove)

THE EAST 111.00 FEET OF THE WEST 121.00 FEET OF THE SOUTH 125.00 FEET, IN BLOCK 6 OF GARDEN GROVE HOME TRACT, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

3. APN 090-174-06 (12942 8th Street, Garden Grove)

THAT PORTION OF BLOCK 6 OF THE GARDEN GROVE HOME TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID BLOCK 6, WHICH POINT IS 185.36 FEET SOUTHERLY FROM THE INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 OF TRACT NO. 631, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 26 OF SAID MISCELLANEOUS MAPS, SAID POINT BEING THE SOUTHWEST CORNER OF THE LAND CONVEYED TO JOHN MATTHEWS AND WIFE BY DEED RECORDED JULY 12, 1958 IN BOOK 1668, PAGE 32 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY;

THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 6 A DISTANCE OF 55.80 FEET TO A POINT 125.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK 6;

THENCE EAST 10.00 FEET TO THE NORTHWEST CORNER OF LAND CONVEYED TO C. LOWELL CLARKE AND WIFE BY DEED RECORDED JULY 21, 1943 IN BOOK 1197, PAGE 472 OF SAID OFFICIAL RECORDS;

THENCE CONTAINING EAST ALONG THE NORTH LINE OF SAID LAND CONVEYED TO CLARKE AND THE EASTERLY EXTENSION THEREOF, 135.66 FEET;

THENCE NORTH 55.80 FEET TO THE SOUTHEAST CORNER OF SAID LAND
CONVEYED TO JOHN MATTHEWS AND WIFE;

THENCE WEST ALONG THE SOUTH LINE OF SAID LAND CONVEYED TO MATTHEWS
AND WIFE 145.66 FEET TO THE POINT OF BEGINNING.

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)



October 2, 2023

Lisa Kim, City Manager
City of Garden Grove
11222 Acacia
Garden Grove, CA 92886

Re: Cottage Industries – Loan Maturity Request – via email lisak@ggcity.org

Hello, Lisa:

Per our letter of March 14th, we'd like to restate our request for a maturity date extension on the loan originating December 2022 between Cottage Industries LLC and the City of Garden Grove for 5 parcels (11301 Garden Grove Blvd., 12951 7th, 12942 8th, 11421 Garden Grove Blvd., 11461 Garden Grove Blvd.)

The request is, first and foremost, to conjoin the 2022 loan to the maturity date of December 30, 2029 to coincide with our original Promissory Note on the 12 initial parcels. Currently the 2022 loan carries a balloon payment due in December of this year, 2023, two months hence.

As the City is aware, the purchase of the 5 leased parcels in December 2022 offers parking amenities which support the entitlement of the Cottage project (Phase I and II) and have already been improved by Cottage Industries. To enable future permanent financing of the project it is practical to wrap loan maturity notes to the same expiry date of December 30, 2029; all parcels being of one project.

Cottage Industries has been making monthly mortgage payments on all 17 parcels according to our agreements and will continue to do so. We are not asking for a deferred interest or payment schedule.

We thank you in advance for your consideration. Phase I, after facing delays and interruptions including an historical pandemic, supply chain issues, SCE lead times, banking volatility, etc. awaits tenant TI work and we intend to keep momentum by continuing Phase II improvements asap.

Regards,

Linda Sadeghi
linda@thelab.com
Cc via email: Omar Sandoval, Greg Blodgett, Grace Lee

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution authorizing submittal of applications for grant opportunities offered by the California Department of Resources Recycling and Recovery (CalRecycle). (<i>Action Item</i>)		
		Date:	10/24/2023

OBJECTIVE

To request approval of a Resolution to authorize participation in various grants offered by the California Department of Resources Recycling and Recovery (CalRecycle).

BACKGROUND

CalRecycle offers various grants for cities and other government agencies to apply for and receive funding. These grants include Used Oil Recycling, Rubberized Asphalt Pavement, and others that relate to reducing, recycling and reusing solid waste generated in the state.

DISCUSSION

In the past, CalRecycle has required that resolutions be adopted for each grant application or a resolution with no end date. CalRecycle has changed their resolution requirements and now accepts the adoption of one resolution every five years to cover most grant applications.

Staff was notified in September 2023 that the City is eligible for up to \$298,000 in CalRecycle Local Assistance Grant funds related to Senate Bill (SB) 1383. If successful, the funding will be used to help meet the City's procurement requirements under the regulations adopted pursuant to SB 1383 pertaining to organics recycling.

The attached resolution authorizes the Public Works Director to sign applications and all other agreements and required documentation necessary to apply for, and

implement any approved CalRecycle grant project for a term of five years.

FINANCIAL IMPACT

There is no impact to the General Fund. Grant funds will be used to meet SB 1383 requirements.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Resolution authorizing the submittal of grants to the Department of Resources Recycling and Recovery (CalRecycle).

By: Mark Ladney, Senior Program Specialist

ATTACHMENTS:

Description	Upload Date	Type	File Name
City of Garden Grove CalRecycle Resolution	10/12/2023	Resolution	City_of_Garden_Grove_CalRecycle_Resolution.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR
WHICH CITY OF GARDEN GROVE IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove authorizes the submittal of application(s) to CalRecycle for all grants for which City of Garden Grove is eligible; and

1. The Public Works Director, or his/her designee, is hereby authorized and empowered to execute all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.
2. That these authorizations are effective for five (5) years from the date of adoption of this resolution.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Adoption of a Resolution approving signing authority for a grant agreement with the California Board of State and Community Corrections. (<i>Action Item</i>)		
		Date:	10/24/2023

OBJECTIVE

To request the City of Garden Grove City Council adopt a resolution authorizing the City Manager to sign the grant agreement with the California Board of State and Community Corrections (BSCC) for the Organized Retail Theft Prevention Grant Program (the Program).

BACKGROUND

The Program, established in the 2022 State Budget Act (Assembly Bill 154, Chapter 43, Statutes of 2022), provides approximately \$242M for city police departments, sheriff departments, and probation departments to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, and/or cargo theft.

DISCUSSION

The California Board of State and Community Corrections Organized Retail Theft Prevention Grant Program eligible activities include three "Program Purpose Areas" (PPA):

- PPA 1: Organized Retail Theft
- PPA 2: Motor Vehicle or Motor Vehicle Accessory Theft
- PPA 3: Cargo Theft

The Police Department's successful grant application focused on Organized Retail Theft and Motor Vehicle/Motor Vehicle Accessory Theft, and the City was awarded approximately \$1.3M for a License Plate Reader (LPR) program and monthly directed enforcement operations related to the grant purpose areas.

FINANCIAL IMPACT

Acceptance of the grant provides the City approximately \$1.3M for a License Plate Reader (LPR) program and monthly directed enforcement operations related to the grant purpose areas. There is no additional funding needs or matching requirements from the City.

RECOMMENDATION

It is recommended that the City Council:

- Adopt a resolution authorizing the City Manager, or her designee, to sign the grant agreement with the California Board of State and Community Corrections (BSCC) for the Organized Retail Theft Prevention Grant Program, including any amendments thereof.

By: Courtney Cibosky, Fiscal Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
ORT Grant - Draft Resolution	10/12/2023	Resolution	ORT_Grant-BSCC_Resolution_signing_authority_CC_10-12-2023_DRAFT.docx

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. ****-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT AGREEMENT WITH THE
BOARD OF STATE AND COMMUNITY CORRECTIONS FOR THE ORGANIZED RETAIL
THEFT PREVENTION GRANT PROGRAM

WHEREAS, the City of Garden Grove desires to participate in the Organized Retail Theft Prevention (ORT) Grant Program funded through the State Budget Act and administered by the Board of State and Community Corrections (BSCC);

WHEREAS, the City of Garden Grove is eligible to receive funds made available through the BSCC;

WHEREAS, BSCC ORT funding is available to California city police departments, sheriff departments, and probation departments to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft. Inc.;

WHEREAS, it is necessary to execute Agreements and authorization to enter into extensions if approved by the BSCC;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF GARDEN GROVE:

1. Does hereby authorize the City Manager of the City of Garden Grove or her designee to sign the Grant Agreement with the BSCC, including any amendments thereof.
2. Grant funds received under the Program shall not be used to supplant expenditures controlled by this body.
3. The City of Garden Grove agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Adopted this *** day of **** 2023.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of the First Amendment to Willowick Golf Course Management Agreement to extend the term for three years. (<i>Action Item</i>)		
		Date:	10/24/2023

OBJECTIVE

To obtain City Council approval for the first three-year extension of the Management Agreement for the operation of the Willowick Golf Course.

BACKGROUND

On April 8, 2019, the City Council approved a Management Agreement ("Agreement") with Billy Casper Golf to operate the Willowick Golf Course for a term of five years, through June 30, 2024. Section 2 of the Agreement stipulates that the parties can renew the Agreement for two successive periods of three years upon mutual consent of the parties.

In addition, on May 16, 2019, Billy Casper Golf assigned the Agreement with the City's consent to Willowick Golf Management, LLC ("WGM").

DISCUSSION

WGM has requested that the City approve the first three-year extension of the Agreement. The attached First Amendment would extend the Agreement for three years through June 30, 2027. The First Amendment would further remove the termination fee that was understood to be applicable for the first term of the Agreement.

FINANCIAL IMPACT

There is no impact to the General Fund. The payment terms of the Agreement will remain as stipulated in the original Agreement.

RECOMMENDATION

It is recommended that the City Council:

- Approve the First Amendment to the Willowick Golf Course Management Agreement; and
- Authorize the City Manager to execute the Agreement, approve minor revisions as needed, and approve subsequent extensions of the Agreement.

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

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment No. 1	10/12/2023	Backup Material	2023_Willowick_ __First_Amendment- Management_Agreement.pdf

**FIRST AMENDMENT
TO
WILLOWICK GOLF COURSE
MANAGEMENT AGREEMENT**

This FIRST AMENDMENT TO WILLOWICK GOLF COURSE MANAGEMENT AGREEMENT (the "**First Amendment**") is effective as of the 24th day of October, 2023, by and between The City of Garden Grove, a California municipal corporation, ("**Owner**"), and Willowick Golf Management, L.L.C., a Virginia limited liability company ("**WGM**").

RECITALS:

A. Owner and WGM (pursuant to that certain Assignment and Assumption Agreement dated May 16, 2019 between Billy Casper Golf, LLC and Willowick Golf Management, LLC) are parties to that certain Management Agreement dated May 15, 2019 (the "**Management Agreement**"), concerning operation and management of that certain 18-hole golf course and related improvements known as "*Willowick Golf Course*" located in Santa Ana, California (the "**Club**").

B. Owner and WGM have agreed to modify the Management Agreement, all in accordance with the terms and conditions herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. Recitals. The foregoing recitals are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Management Agreement.

2. Effective Date. Notwithstanding anything to the contrary contained in the Management Agreement, the effective date of this First Amendment is August 1, 2023 (the "**Effective Date**").

3. Term. Notwithstanding anything to the contrary contained in the Management Agreement, pursuant to Section 3 of the Management Agreement, the parties agree to renew the Management Agreement for the first extension term of three (3) years (the "First Extension Term"). For the avoidance of doubt, the First Extension Term shall extend the expiration date of the Management Agreement to June 30, 2027.

4. Termination Fee; Owner's Termination for Convenience. Notwithstanding anything to the contrary contained in the Management Agreement, Section 11D shall be amended by removing reference to the "Termination Fee." For the avoidance of doubt, Owner shall not be required to pay a Termination Fee if the Agreement is terminated by Owner for convenience.

5. General.

(a) This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

(b) Each person signing below represents and warrants that he or she is fully authorized to execute and deliver this First Amendment in the capacity set forth beneath his or her signature.

(c) This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) This writing constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended only by written agreement signed by each party.

(e) This First Amendment may be executed in two or more counterparts (including facsimile), each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Golf Course Management Agreement to be executed on the day and year first written above.

OWNER:

CITY OF GARDEN GROVE

WGM:

Willowick Golf Management, L.L.C.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Niki Wetzel
Dept.:	City Manager	Dept.:	Community Development
Subject:	Approval of Amendment No. 4 to agreements with Scott Fazekas & Associates, Inc., CSG Consultants, Inc., and The Code Group, Inc., for on-call plan review and Building Contractual Services on an "as-needed" basis. (Cost: \$250,000 each amendment) (<i>Action Item</i>)		
Date:	10/24/2023		

OBJECTIVE

For the City Council to approve Amendment No. 4 with: 1) Scott Fazekas & Associates, Inc. (SFA), 2) CSG Consultants, Inc. (CSG), and 3) The Code Group, Inc. (VCA) for the City's on-call plan review or building contractual and related services on an "as-needed" basis.

BACKGROUND

The Community Development Department (CDD) utilizes third party services to supplement in-house staff or to fill temporary vacancies with contractual services on an "as-needed" basis. The intent is to achieve acceptable turnaround time and maintain expected levels of customer service.

At the beginning of the 23/24 fiscal year, CDD had nine (9) vacant budgeted positions of which three (3) were building inspectors. Since July, CDD has successfully conducted two (2) recruitments such that one (1) building inspector position is filled, and two (2) additional candidates are in background including a Code Enforcement Supervisor and a Senior Planner. Staff anticipates completing recruitments for a Code Enforcement Officer and two (2) building inspectors in the next six (6) months. In addition, contract staff are assisting at the building permit counter, a contract planner is assisting the Planning Division where there are currently three (3) vacancies, and overflow plan checks are being sent to a consultant for review given the many large projects currently planned and underway in the City.

DISCUSSION

For CDD, Building Inspectors have maintained a forty-eight (48) hour response time for inspections since August 2023. To maintain this service delivery level, staff is requesting amendments to three (3) consultant contract for additional funds to augment contract staff until recruitments are completed. CDD currently uses SFA for building plan review services; CSG for building permit counter, code enforcement, and planning services; and VCA for building inspection, building permit counter, and code enforcement services.

Based on the current and on-going needs, staff requests an increase in each contract during the current contract term to maintain acceptable service levels. This necessitates a contract amendment to increase each contract by \$250,000 for a total not to exceed compensation in the amount of \$500,000 each.

The cost of contract services are offset by salary savings experienced while budgeted positions remain vacant, and staff estimates salary savings of approximately \$500,000 for this fiscal year. The cost of contract services are also offset by the collection of revenue through fees paid by applicants for plan review, entitlements, building inspection, and building permits. In addition, contract staff will be diminished over time should positions be filled more quickly, such that the fully authorized contract amount may not be expended.

CONCLUSION

In summary, CDD staff requests a contract amendment for \$250,000 for each of three (3) firms (SFA, CSG, and VCA) used to conduct its core services to maintain service levels while recruitments are completed for budgeted positions.

FINANCIAL IMPACT

Amendment No. 4 would authorize an additional \$750,000 across three (3) contracts for building contractual and related services. Funds would only be expended as necessary. The additional contract amount would be offset by \$500,000 in salary savings from temporary vacant positions as well as fees paid for plan review, entitlement processing, building inspections, and building permits as collected from applicants.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 4 for on-call Plan Review and Building Contractual Services to agreements with 1) Scott Fazekas & Associates, Inc., 2) CSG Consultants, Inc., and 3) The Code Group, Inc. to increase the compensation for each agreement in the amount of \$250,000 per Agreement;
- Approve appropriation of an additional \$250,000 from the General Fund to the Building Plan Check/Permits GL (111-212-1195);

- Authorize the City Manager, or her designees, to execute Amendment No. 4, and make minor modifications as appropriate thereto, on behalf of the City; and
- Authorize the City Manager, or her designees, to exercise option year amendment terms, for the current year and available option years.

By: Kenneth Le, Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
SFA - Amendment No. 4	10/17/2023	Agreement	[DRAFT]_Scott_Fazekas___Assoc___Inc_-_Amendment_No._4.doc
CSG - Amendment No. 4	10/17/2023	Agreement	[DRAFT]_CSG_-_Amendment_No._4.doc
VCA - Amendment No. 4	10/17/2023	Agreement	[DRAFT]_The_Code_Group_Inca_(VCA)_-_Amendment_No._4.doc

CITY OF GARDEN GROVE

AMENDMENT NO. 4

This Amendment No. **4** is made and entered into this _____ of _____, 2023, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **SCOTT FAZEKAS & ASSOCIATES, INC** hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into Contract No. B220293, dated **September 28, 2021** for On-Call Building and Planning Contractual Services, as needed (the "Existing Contract").

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

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

Section 3.1., COMPENSATION - shall be amended as follows:

Contractor shall be compensated in accordance with the Rate and Services Structure set forth in Attachment "A" of the Existing Contract. The contract price is hereby increased by **Two-Hundred Fifty Thousand dollars and 00/100 cents (\$250,000.00)**, for a total not to exceed compensation amount of \$1,000,000.00 to cover increased services requested by CITY.

Except as expressly amended hereby, all of the terms and conditions in the Existing Contract remain in full force and effect as originally executed.

[SIGNATURE PAGE FOLLOWS]

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
SCOTT FAZEKAS & ASSOCIATES, INC

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

CITY OF GARDEN GROVE

AMENDMENT NO. 4

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

WHEREAS, CONTRACTOR and CITY entered into Contract No. B220292, dated **September 28, 2021** for On-Call Building and Planning Contractual Services, as needed (the "Existing Contract").

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

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

Section 3.1., COMPENSATION - shall be amended as follows:

Contractor shall be compensated in accordance with the Rate and Services Structure set forth in Attachment "A" of the Existing Contract. The contract price is hereby increased by **Two-Hundred Fifty Thousand dollars and 00/100 cents (\$250,000.00)**, for a total not to exceed compensation amount of \$1,250,000.00 to cover increased services requested by CITY.

Except as expressly amended hereby, all of the terms and conditions in the Existing Contract remain in full force and effect as originally executed.

[SIGNATURE PAGE FOLLOWS]

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
CSG Consultants, Inc.

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

CITY OF GARDEN GROVE

AMENDMENT NO. 4

This Amendment No. **4** is made and entered into this _____ of _____, 2023, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **THE CODE GROUP, INC. dba VCA CODE** hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into Contract No. B220209, dated **September 28, 2021** for On-Call Building and Planning Contractual Services, as needed (the "Existing Contract").

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

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

Section 3.1., COMPENSATION - shall be amended as follows:

Contractor shall be compensated in accordance with the Rate and Services Structure set forth in Attachment "A" of the Existing Contract. The contract price is hereby increased by **Two-Hundred Fifty Thousand dollars and 00/100 cents (\$250,000.00)**, for a total not to exceed compensation amount of \$1,250,000.00 to cover increased services requested by CITY.

Except as expressly amended hereby, all of the terms and conditions in the Existing Contract remain in full force and effect as originally executed.

[SIGNATURE PAGE FOLLOWS]

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
THE CODE GROUP, Inc. dba VCA CODE

By: _____

Name: _____

Title: _____

Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to Ocean Blue Environmental Services, Inc., for the removal of hazardous and biological materials. (Cost: \$190,000) (<i>Action Item</i>)		
		Date:	10/24/2023

OBJECTIVE

To request City Council to award a contract to Ocean Blue Environmental Services, Inc. for the handling and removal of hazardous and non-hazardous biological waste (hazmat) on public properties.

BACKGROUND

The Public Works and Police Department continue to have an operational need for on-call environmental services to contain and mitigate any hazardous and non-hazardous waste and spills in accordance with environmental laws and regulations. The City requires on-call emergency response services to be performed by a certified contractor that is available 24 hours a day, 365 days of the year for hazmat. On-call or scheduled coverage allows the City to maintain compliance with regulations regarding the clean-up of hazardous waste, such as: paint, oil, acid, spill clean-ups, bio-waste, and miscellaneous chemicals. The City has an existing agreement with Ocean Blue Environmental Services, Inc. that will expire on October 31, 2023.

DISCUSSION

The City of Los Angeles issued a public bid this year and subsequently awarded a contract with Ocean Blue Environmental Services, Inc. as the successful bidder on September 20, 2023. Ocean Blue Environmental Services, Inc. has agreed to enter into a piggyback agreement based on the City of Los Angeles procurement, for a period of three years. Ocean Blue Environmental Services, Inc. has been a responsive contractor and has performed at an above average level of service. The City will benefit from the economy of scale.

FINANCIAL IMPACT

Cost for the service will not exceed \$190,000 per year, and is included in the Public Works and Police departments' annual operating budget. The agreement will be in effect for three years.

RECOMMENDATION

It is recommended that City Council:

- Award a contract to Ocean Blue Environmental Services, Inc., for hazardous materials and biological clean-ups within the City, for three (3) years, in the amount not to exceed \$190,000 per year; and
- Authorize the City Manager to sign the contract on behalf of the City, making minor modifications thereto as necessary.

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

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	10/16/2023	Agreement	Ocean_Blue_Agreement_2023.docx
Los Angeles Contract	10/16/2023	Backup Material	10-24-23_230000_-_POLA_-_Contract.pdf

**PROFESSIONAL SERVICES AGREEMENT
(Ocean Blue Environmental Services, Inc.)**

THIS AGREEMENT is made this _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Ocean Blue Environmental Services, Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council authorization, dated October 24, 2023.
2. CITY desires to utilize the services of CONTRACTOR to **furnish all materials, equipment, and labor for biological waste clean-up for the City of Garden Grove.**
3. The services and prices provided by Contractor to City are in accordance with the services, equipment and the prices provided by Contractor in its successful public bid to the City of Los Angeles. Contractor agrees to honor the same pricing schedule that was originally submitted to the City of Los Angeles for the services outlined in this Agreement, which was adopted by the Los Angeles Board of Harbor Commissioners. A copy of the City of Los Angeles' Agreement, Contract Number 23-9976 is attached as Attachment A and incorporated herein by reference.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The initial term of the agreement shall be from full execution through September 30, 2024, with an option to extend said agreement an additional two (2) years, for a total performance period of three (3) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the City of Los Angeles Agreement which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed and equipment to be provided by CONTRACTOR shall consist of as-needed services for the consolidated handling of hazardous and non-hazardous waste, including transportation, storage, recycling, and disposal of said waste, in compliance with state and federal hazardous waste, health and safety regulations and performing services that are in accordance with the services set forth in the City of Los

Angeles Agreement which is attached hereto as Attachment A and incorporated herein by reference.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

- 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) One Hundred Ninety Thousand Dollars (\$190,000.00), per year, payable in arrears and in accordance with the rates set forth in the City of Los Angeles Agreement (Attachment A).
- 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Attachment A.
- 3.3 **Records of Expenses.** CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 **Termination.** CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

- 4.1 **COMMENCEMENT OF WORK.** CONTRACTOR/CONSULTANT 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. The insurers shall waive their rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.2 **WORKERS COMPENSATION INSURANCE.** During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 **INSURANCE AMOUNTS.** CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount of \$5,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$5,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Pollution/environmental liability (including remediation and cleanup costs, and mold, and asbestos) in the amount not less than \$5,000,000; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (d) Auto Pollution in an amount no less than \$5,000,000; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (e) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

requirements, as approved by the CITY.

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

An Additional Insured Endorsement for the policy under section 4.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insured under the environmental/pollution/asbestos liability policy. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An MCS-90 for the policy under for the policy under section 4.3 (d) shall designate City, its officers, officials, employees, agents, and volunteers as additional insureds.

In the event any of CONTRACTOR's underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide, for the policy under 4.3 (f), the schedule of underlying policies for a follows form excess liability policy, states 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 as additional insureds.

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall

obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Address of Contractor)
Ocean Blue Environmental Services, Inc.
925 W. Esther Street
Long Beach, CA 90813
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** Contractor shall be bound by all the terms, conditions and specifications set forth in the Port of Los Angeles Agreement attached as Attachment A hereto. In the event of any inconsistency between the terms of the Port of Los Angeles Agreement and the Agreement, the Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement,

CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

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

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

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

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(Agreement Signature Block On Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Ocean Blue Environmental Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

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.

AGREEMENT NO. 23-9976
BETWEEN THE CITY OF LOS ANGELES
AND
OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City") acting by and through its Board of Harbor Commissioners ("Board"), and OCEAN BLUE ENVIRONMENTAL SERVICES, INC., a California corporation, whose address is 925 West Esther Street, Long Beach, CA 90813. ("Consultant").

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including as-needed services for consolidated handling of hazardous waste through full-service waste disposal companies for the transportation, storage, recycling, and disposal of City waste; and

WHEREAS, Consultant services will assure compliance with state and federal hazardous waste and health and safety regulations; and

WHEREAS, Consultant, by virtue of training and experience, is well-qualified to provide such services to the City; and

WHEREAS, by reason of the nature and length of the services required by City, it is not economical or feasible for City to have such services performed by its own employees;

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. Incorporation of Recitals.

1.1 The recitals to this Agreement above are incorporated herein and made a part hereof.

2. Services To Be Performed By Consultant.

2.1 All of the services Consultant shall perform for City are set forth in Exhibit "A" hereto and hereinafter shall be referred to as "Scope of Work."

2.2 Consultant's performance of Tasks and, as applicable, Subtasks shall occur as follows:

a. The Director of the Environmental Management Division of City's Harbor Department ("Director") shall issue a written document in the form attached hereto as Exhibit "B" that has been signed by the Deputy Executive Director of Marketing & Customer Relations for the City's Harbor Department and that specifies, without limitation: the Task or Subtask to be performed; the

specific services required in connection with such Task or Subtask; the deliverables required in the performance of such Task or Subtask; the schedule for the performance of such Task or Subtask; authorized personnel who may perform the Task or Subtask; authorized compensation for such Task or Subtask; and MBE/WBE/SBE/VSBE/DVBE/OBE utilization ("Directive").

b. Consultant, to reflect its agreement with all the terms of such Directive, shall sign, date and return such Directive to Director.

c. Following Director's receipt of the Directive signed by Consultant, Director shall issue a written document in the form attached hereto as Exhibit "C" that has been signed by Director and that authorizes Consultant to commence performance of the services contemplated by such Directive ("Notice to Proceed").

2.3 Consultant acknowledges and agrees that it lacks authority to perform and that Director lacks authority to request the performance of any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work or a Directive, or in the absence of both a Directive and a Notice to Proceed, are performed as a volunteer and shall not be compensable under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of Director, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted on the effective date of this Agreement, whom Director may subsequently approve in writing ("Subconsultants"), or as listed on Project Directives. Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Director's written request, Consultant shall supply City's Harbor Department with all agreements between it and its Subconsultants.

2.5 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity. City shall pay applicable state or local fees necessary to obtain approval, plan checks, permits and variances for the Project.

2.6 Director shall resolve in his or her sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a Directive, and the amount of compensation due. Upon written notice from Director, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to Director's reasonable satisfaction and at

Consultant's sole cost and expense. Compliance with the requirements of this Section 2.6 is a condition to payment by City of compensation to Consultant pursuant to this Agreement.

2.7 Consultant's representative responsible for administering this Agreement, Manny Ramirez ("Project Manager"), shall not be changed without Director's written approval. Director may, for any reason in his or her sole reasonable discretion, require Consultant to substitute a new Project Manager. If City requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to become familiar with the Project and any portions of the Scope of Work already performed at Consultant's sole cost and expense.

2.8 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant's profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.9 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.9 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice City at the lower rate.

2.10 Consultant shall promptly consider and implement, to the reasonable satisfaction of Director, any written comments of Director.

2.11 Consultant shall review information provided by City's Harbor Department. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of Director in writing.

2.12 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in a project directive shall entitle City to have services completed by others, shall obligate Consultant to pay City City's cost to undertake completion of such services, and shall authorize City to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in a project directive shall result in economic losses to the City, including, but not limited to, the timely bidding and awarding of contracts, completion of the project in connection with which Consultant's services are rendered and the use of such project by City's Harbor Department, its tenants and the public.

2.13 Consultant and all its personnel working on-site in the Harbor District will be required to watch a training video and submit a sign-in sheet. Exhibit "J."

3. Services To Be Performed By City.

3.1 City's Harbor Department shall provide Consultant with available and/or necessary horizontal and vertical survey data in the form of field notes or electronic format as maintained by City's Harbor Department, access to public records, prints of existing aerial photos, existing planimetric maps, environmental documents, existing oceanographic studies and existing soil reports in the vicinity, previous specifications and other information which, in the sole reasonable discretion of Director, shall assist in completing the Scope of Work.

3.2 Consultant shall provide Director with reasonable advance written notice if it requires access to premises of City's Harbor Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such premises may be occupied or used by tenants or contractors of City and that access rights granted by City's Harbor Department to Consultant shall be consistent with any such occupancy or use.

3.3 City shall not be obligated to provide information and/or services except as specified in this Agreement.

4. Effective Date and Term.

4.1 After approval by City in accordance with Section 245 of City's Charter, the effective date of this Agreement shall be the date of its execution by City's Harbor Department Executive Director ("Executive Director"). Consultant acknowledges that Section 245 of City's Charter furnishes to the City Council of City ("Council") the right to review this Agreement and that this Agreement shall not become effective until after the expiration of the fifth Council meeting day after approval of this Agreement by Board, or the date of Council's approval of the Agreement.

4.2 The term of this Agreement shall not exceed three (3) years, commencing on the Agreement's effective date. This Agreement shall be in full force and effect until:

a. Director determines that Consultant has completed the Scope of Work and provides Consultant written notice thereof; or

b. Board, in its sole discretion, terminates this Agreement, which termination shall become effective five (5) calendar days following Executive Director's transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. Director, in his or her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates,

documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Director. No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

c. Three (3) years has elapsed from the effective date of the Agreement.

4.3. Notwithstanding the foregoing, this Agreement is subject to the provisions of City's Charter which, among other things, precludes City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor. Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, Board is under no legal obligation to do so. City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefor. Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by Board.

Although Consultant is not obligated to perform any services required by the Scope of Work in any fiscal year in which no appropriation for the Agreement has been made, Consultant shall resume performance of the Scope of Work on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefor is approved by Board within that sixty (60) day period. Consultant is responsible for maintaining all insurance and bonds during this sixty (60) day period. The time for performance shall be extended during this period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by Board for this Agreement, this Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00). The total sum payable under this Agreement shall be determined by Project Directives and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein.

5.2 Compensation payable under this Agreement for payment for labor, travel, per diem, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses") are listed in Exhibit "D." No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "D" expressly so allows.

5.3 Compensation payable under this Agreement shall be on a (1) Fixed Fee, (2) Time and Materials, (3) Equal Payment or (4) any combination of the three, as may be more particularly specified in a Project Directive.

a. Fixed Fee. Lump sum compensation for satisfactory performance as may be specified in a particular Project Directive.

b. Time and Materials Fee. Consultant shall be paid based on the actual time expended in the performance of Tasks using the applicable rates set forth in Exhibit "D." Consultant will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit "D" state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged unless authorized in Exhibit "D."

c. Equal Payment Fee. Consultant shall be paid equal amounts over time throughout a particular Project Directive, up to the stated fixed amount.

d. Prevailing Wage. Projects that are subject to prevailing wage will be identified in the Project Directive. For such projects, Consultant, Subconsultants, and/or suppliers shall provide no less than the prevailing wage, working conditions and practices generally observed in private industries in the Consultant's, Subconsultant's, or supplier's geographical area for such work.

5.4 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City's Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be required by Section 5.5. Each such invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. Each invoice shall identify all services performed by Subconsultants. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit invoices for payment in the format that contains the information specified in Exhibit "E." and that includes the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

(signed)

5.5 Consultant shall submit supporting documents with each invoice, which may include, but not be limited to, provider invoices, receipts, payrolls, and time sheets. Consultant is not required to submit support for direct costs items of \$25 or less.

5.6 If Consultant utilizes Subconsultants to perform aspects of the Scope of Work, Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report in the form attached hereto as Exhibit "F." Consultant shall provide an explanation for any item that does not meet or exceed the participation levels required by a particular Directive, with specific plans and recommendations for improved subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report form.

5.7 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of City business, the same may be reviewed and approved.

For payment and processing, all invoices shall be submitted electronically, as directed in the Notice to Proceed and Project Directive.

6. Recordkeeping and Audit Rights.

6.1 Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied. Consultant's books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

6.2 During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 6.2 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. Consultant Is An Independent Contractor.

Consultant, in the performance of the Scope of Work, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as

an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

8. Business Tax Registration Certificate.

City's Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within City, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for City's Harbor Department. See <https://finance.lacity.org/how-register-btrc>.

9. Indemnification.

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

10. Insurance.

10.1 Insurance procured by Consultant on Behalf of Consultant

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(a) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000.00) combined single limit for injury or claim. Said

limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

Where Consultant's operations involve work within 50 feet of railroad track, Consultant's Commercial General Liability coverage shall have the railroad exclusion deleted.

(b) Automobile Liability Insurance

Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(c) Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

(d) Professional Liability Insurance

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its

employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of Five Million Dollars (\$5,000,000.00), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement.

Notice of occurrences of claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's office.

(e) Ocean Marine Liability Insurance

Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connections with Consultant's operations. The cost of the insurance shall be borne by Consultant. The coverage shall be written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available). Coverage shall include, but not be limited to:

- (i) Hull and machinery coverage up to the value of the vessel(s);
- (ii) Protection and Indemnity coverage with combined single limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, illness, death, loss of or damage to the property of another, and Jones Act risks or equivalent thereto internationally.
- (iii) Ship repairers legal liability to cover loss, damage or expenses to any property temporarily in the Consultant's care, custody or control.

Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds.

(f) Pollution Liability Insurance or Environmental Impairment Liability

Consultant shall procure and maintain throughout the term of this Agreement, at its cost, Pollution Liability coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available), with Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000) combined single limit for injury or death or property damage arising out of each accident or occurrence covering Consultant's services under this Agreement. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. Consultant's pollution liability shall include coverage for losses caused by pollution conditions that arise from

the operation of Consultant described under the scope of services of this Agreement and include: (a) on-site and off-site coverage for bodily injury, sickness, disease, mental anguish or shock sustained by a person, including death; (b) on-site and off-site property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c) on-site and off-site defense including costs, charges and expenses incurred in the investigation adjustment or defense of claims for such compensatory damages.

Non-owned disposal site coverage shall also be provided if Consultant is handling, storing or generating hazardous materials or any material/substance otherwise regulated under governmental laws/regulations.

The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute with it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and severability of interest clause, have no exclusions for Contractual Liability, have no restrictions for Sole Liability of Consultant, and shall not contain any other exclusions contrary to this Agreement.

Each policy shall name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary and Non-Contributory additional insureds.

10.2 Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 9, and where Consultant is required to name the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds on any insurance policy required by this Agreement, Consultant shall cause City to be named as an additional insured on all policies it procures in connection with this Section 10. Consultant shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. ___, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The policy to which this endorsement is attached shall provide a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons to the Risk Manager.

"The coverage provided by the policy to which this endorsement is attached is

primary coverage and any other insurance carried by City is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

10.3 Required Features of Coverages

Insurance procured by Consultant in connection with this Section 10 shall include the following features:

(a) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(b) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(c) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-day prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(d) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(e) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

(f) Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

10.4 Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.

7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

10.5 Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

11. Personal Services Agreement.

11.1 During the term of this Agreement, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of City's Harbor Department.

11.2 Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

12. Confidentiality.

Consultant shall not disclose any proprietary or confidential information of City to any third party or parties during or after the term of this Agreement without the prior written consent of City. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

13. Affirmative Action.

Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race,

religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code are incorporated herein by this reference and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit "G."

14. Small/Very Small Business Enterprise Program and Local Business Preference Program.

It is the policy of City's Harbor Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist City's Harbor Department in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunities which might be presented under this Agreement. See Exhibit "H."

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

15. Conflict of Interest.

Consultant has reviewed and understands the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code ("LAMC") Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and City's Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof. Consultant's signature of this Agreement constitutes its affirmation that any former employees of City or City's Harbor Department that are employed by Consultant and that assist in performing the Scope of Work shall be free of any conflicts of interest with respect to City and City's Harbor Department.

During the term of this Agreement, Consultant shall inform the Department in writing when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

16. Compliance with Applicable Laws.

Consultant's activities under this Agreement, including its performance of the Scope of Work, shall comply with all federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders. If in any instance a City standard is more stringent than a state, federal or other requirement, the City standard shall be followed unless the Director notifies the Consultant otherwise in writing, in which case the requirements of said notification shall apply.

17. Trademarks, Copyrights and Patents.

Consultant shall promptly and fully inform Director in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

18. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any

nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

19. Royalty-Free License.

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

20. City's Disclosure Obligations.

Consultant acknowledges that City is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include, but are not limited to, the California Public Records Act (California Government Code Sections 6250 et seq.) ("Disclosure Laws").

21. Notices.

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to City's Harbor Department shall be addressed to Executive Director, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

22. Taxpayer Identification Number ("TIN").

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

23. Service Contractor Worker Retention Policy and Living Wage Requirements.

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention ("SCWR"), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of City's Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Agreement and otherwise pursue legal remedies that may be available.

24. Wage and Earnings Assignment Orders/Notices of Assignments.

Consultant and Subconsultants shall comply with all applicable state and federal employment reporting requirements for employees.

Consultant and Subconsultants shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Consultant and Subconsultants shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 et seq. of the California Family Code.

25. Equal Benefits Policy.

Board adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of City's Harbor Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit "I."

26. Compliance With Los Angeles City Charter Section 470(c)(12).

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No.

_____. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

27. State Tidelands Grants.

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

28. Construction of Agreement.

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

29. Titles and Captions.

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

30. Modification in Writing.

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

31. Waiver.

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

32. Governing Law.

This Agreement is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced and governed under and by the laws of the State of California, without reference to choice of law rules.

33. Severability.

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

34. Jurisdiction.

The parties hereto consent to the jurisdiction of the State of California for the enforcement of this Agreement.

35. Integrated Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

36. Exhibits; Sections.

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to sections are to sections of this Agreement unless stated otherwise.

37. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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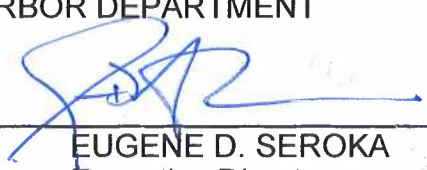
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(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

THE CITY OF LOS ANGELES
HARBOR DEPARTMENT


Date: SEPTEMBER 20, 2023

By: 
EUGENE D. SEROKA
Executive Director


Attest: 
Secretary

OCEAN BLUE ENVIRONMENTAL
SERVICES, INC.

Date: 07/25 2023

By: 
Name: JUSTIN LEE

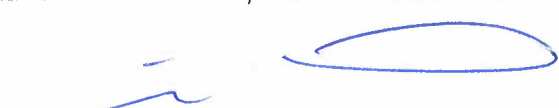
Title: PRESIDENT

Attest: 
Name: MOONHO LEE

Title: VICE PRESIDENT, CFO

APPROVED AS TO FORM AND LEGALITY

7-27, 2023
HYDEE SOTO FELDSTEIN, City Attorney
STEVEN Y. OTERA, General Counsel

By 
MINAH PARK, Deputy

FUNDS AVAILABLE STAMP

OCEAN BLUE ENVIRONMENTAL SERVICES, INC. EMERGENCY RESPONSE AND HAZARDOUS WASTE MANAGEMENT SERVICES

Budget FY:	54260-0330	54260-1000s
23/24	\$ 330,000	\$ 392,000
24/25	\$ 361,000	\$ 542,000
25/26	\$ 361,000	\$ 452,000
26/27	\$ 361,000	\$ 451,000
TOTAL	\$ 1,413,000	\$ 1,837,000


Agreement Total: \$3,250,000

For Acct/Budget Div. Use Only


Verified by: _____

Verified Funds Available: _____

Date Approved: _____



Digitally signed by Joanna
Ames
Date: 2023.07.24 09:38:44
-07'00'



Digitally signed by Frank
Liu
Date: 2023.07.24 13:52:40
-07'00'

7/24/23

Scope of Work

The Emergency Response and Hazardous Waste Management program responds to both emergency and non-emergency chemical spills, releases of regulated and/or hazardous materials, and abandoned wastes within the Port of Los Angeles. In this function, EMD responds to requests for services from other Harbor Department divisions, State, and Federal agencies, including the United States Coast Guard (USCG), Department of Fish & Wildlife, United States Environmental Protection Agency (USEPA), and the Regional Water Quality Control Board.

The Harbor Department requires the services of qualified contractors to support and perform all phases of on-site waste management, such as containment of spills, and cleanup of releases or abandoned waste on an as-needed basis in the following categories:

A. Emergency Response

Emergency Response is the ability to respond to a spill or uncontrolled release of a hazardous or regulated material on an emergency basis at any time, 24 hours per day, 7 days per week (including holidays), and provide containment and cleanup as required by local, state and federal regulatory agencies, and as directed by the Harbor Department. The contractor should have the ability to arrive on-scene within 30 to 45 minutes of notification. These spills may involve containment and cleanup operations in storm drains, pipelines, groundwater, and in other water bodies, including navigable waters of the state, such as the ocean, harbors, lakes, reservoirs, streams, canals, and rivers.

B. Unidentified Waste

Unidentified wastes are unlabeled containers with unknown substances deposited on Harbor Department property that require removal.

1. The contractor must have the ability to identify, package, and transport the unidentified wastes deposited on Harbor Department properties or right-of-way for recycling, treatment, or disposal.
2. Response to this waste stream will usually be required during normal working hours.

C. Waste Management

Waste Management is the ability to identify, categorize, remove, package and recycle, or dispose of hazardous, non-hazardous, and regulated waste that are generated through the normal work process of maintaining Harbor Department property or equipment.

1. Response to this waste stream will usually be required during normal working hours.

2. The contractor will be required to be on-site at a Harbor Department facility at a mutually agreed-upon time with an authorized Department employee.
3. Waste management services may include, but are not limited to:
 - a. Removal and excavation of contaminated debris;
 - b. Laboratory packing of chemicals;
 - c. Packaging and consolidating hazardous materials;
 - d. Identifying and packaging unidentified materials;
 - e. Characterizing and profiling of waste prior to disposal; and
 - f. Transporting waste for disposal.
4. For the purpose of this Agreement, regulated and/or hazardous materials include, but are not limited to:
 - a. Asbestos, crude oil and petroleum products, including fuel oil, mineral oil, gasoline, diesel;
 - b. Corrosive liquids, including acid, alkaline, and ammonia solutions,
 - c. Polychlorinated Biphenyl's (PCB) and PCB-contaminated materials;
 - d. Mercury, lead, and other metals;
 - e. Ferric Chloride;
 - f. Chlorine;
 - g. Waste tires;
 - h. Treated wood;
 - i. Bio-hazard waste;
 - j. Sewage; and
 - k. Other environmental regulated media.

D. Miscellaneous Services

In addition to emergency response, EMD routinely assists other divisions with:

- Management and disposal of both hazardous and non-hazardous wastes generated by Harbor Department maintenance operations and construction projects;
- Collection and disposal of waste oil from collection sheds set up for commercial fishing boats;
- Abatement of lead-based paint and asbestos-containing materials in/on Harbor Department structures;
- Cleaning of facilities contaminated by biological wastes;
- Pickup and disposal of dead marine mammals from harbor waters;
- Storm drain cleaning and maintenance;
- Support the Harbor Department's Derelict Boat Removal program by providing removal and disposal of hazardous or regulated waste;
- Pressure-washing/steam cleaning;
- Mold abatement;
- Assist Construction and Maintenance staff on projects that involve confined space;

- Remove and dispose of Underground Storage Tanks (UST); and
- Waste management prior to and during Harbor Department sponsored events.

Required Equipment

The contractor **must** have, or have immediate access to, the following equipment and services:

- TWIC/24-7 Emergency response;
- Stainless steel vacuum truck;
- Black iron vacuum trucks steel – 20 BBL, 70 BBL, 120 BBL;
- Emergency response unit – Level B;
- Blood & Bio cleanup;
- Registered waste tire hauler; and
- Boat(s) for waterside spills.

It is recommended that the contractor have, or have immediate access to, the following equipment and services:

- Roll-off bins and trailer;
- Tandem roll-off trailer;
- Flat bed box van;
- Self-powered work barge;
- Booming vessel and work skiff – w/ Hull & Machinery Insurance;
- Portable containment boom system – 1000' of boom with hydraulic power pack;
- Oil spill skimmers – drum style, mop style;
- Skim packs;
- Mercury vapor analyzer and Organic Vapor Analyzer (calibrated);
- Haz Mat kit – chemical identification;
- Sufficient amount/length of containment boom (at least 10,000 feet);
- Super sucker/jetter combos;
- Salvage and diving services; and
- Trauma scene practitioner with license to haul medical waste.

General Requirements

The Contractor shall perform all tasks in accordance with all applicable local, state, and federal regulations. Proposer must also perform activities in compliance with all appropriate elements of Harbor Department policies, tariffs, and programs (e.g., Construction and Maintenance Division's Environmental Management System (EMS), storm water control measures, Water Resources Action Plan, Clean Air Action Plan, etc.).

The Contractor must be capable of responding to regulated and/or hazardous materials discharge to inland, river/canal, and coastal/ocean environments.

A. Laboratory Services

The Contractor must have access to the services of a California State Certified environmental laboratory equipped to perform waste characterization analyses mandated by the Code of Federal Regulations (CFR) 40 and Code of California Regulations (CCR) Title 22 and in accordance with USEPA Solid Waste (SW)-846 test methods of evaluation of solid wastes, physical/chemical methods. The capabilities of the lab must include, but are not limited to, analysis by Atomic Absorption (AA), AA – flame, AA Spectroscopy – Graphite furnace, Fluorescence, Gas Chromatography (GC), and GC-Mass Spectrometry for all regulated organics, X-ray Fluorescence, Organic Vapor Analyzer, Inductively Coupled Plasma/Atomic Emission Spectroscopy, pH, and flash-point testing.

B. Disposal and Transportation

The Contractor shall provide disposal services of a fully permitted waste disposal facility or facilities capable of handling non-hazardous and hazardous wastes, including California regulated wastes, Resource Conservation and Recovery Act (RCRA) Federal regulated wastes, and liquid/solid waste under the Toxic Substances Control Act.

All subcontractors and all identified hazardous or regulated waste recycling and disposal sites must be reviewed and approved for environmental acceptability and regulatory compliance with applicable state and federal laws, at the sole discretion of EMD. All recycling, treatment, storage, and/or disposal facilities must operate under Federal and State licenses/permits.

The Contractor shall ensure that all wastes handled, stored or transported are properly contained and labeled for shipment in accordance with all applicable State and Federal regulations.

The Contractor shall provide transportation of hazardous waste to a treatment, storage or disposal facility by a licensed and permitted hazardous waste transporter.

The Contractor shall furnish all labor, materials, and equipment as well as technical expertise, supervision, and management to effectively identify, package, clean up, and transport the various regulated, non-hazardous and hazardous waste for recycling, treatment, and/or disposal.

C. Manifest Documents

The Contractor shall provide properly prepared non-hazardous and hazardous waste manifest documents for waste to be transported to disposal or treatment facilities.

On non-emergency or routine jobs, the Contractor shall coordinate with Harbor Department staff and hazardous waste disposal or treatment facilities to provide hazardous waste profiles and manifests to the Harbor Department.

Project Management

Selected Contractors will work directly under the supervision of a Project Manager from the Environmental Management Division.

Project Deliverables

The Contractor must submit a monthly summary report describing all work assignments, including a running total of costs. The report must be cumulative. EMD will provide the format for the report.

Exhibit B

Sample Form of Directive

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Directive No. 1

Project Name

Pursuant to Section 2.2(a) of Agreement No. _____, after receipt of a written Notice to Proceed signed by the Director of the Environmental Management Division, Consultant shall proceed with the following:

<u>Task Services</u>	<u>Authorized Amount</u>
----------------------	--------------------------

Consultant shall provide all required task, services, and deliverables in accordance with Exhibit "A" to Agreement No. _____.

Consultant shall complete the work within ____ calendar days from City's transmittal of its written Notice to Proceed.

Consultant shall undertake the following MBE/WBE/SBE/VSBE/DVBE/OBE utilization in connection with its performance of this Directive No. ____.

Consultant acknowledges that the terms and conditions of Agreement No. ____ govern this Directive and that its signature below reflects its agreement with the terms and conditions of this Directive No. ____.

If you have any questions, please contact _____ at (310) 732-_____.

ACCEPTED:

(Consultant Name)
Consultant
Date:

Michael DiBernardo
Deputy Executive Director
Date:

Exhibit C

Form of Notice to Proceed

(Date)
(Consultant)
(Consultant address)
(City, State, Zip)

Attention: (Project Manager)

Subject: Notice to Proceed - Directive No. ____
Project Name

This is to notify and direct you to commence performance of the subject Directive.
Enclosed is your set of the executed Directive documents.

If you have any questions, please contact _____ at (310) 732-_____.

Very truly yours,

Director, Environmental Management Division

Enclosure: Directive No. ____



925 West Esther St.
Long Beach, CA 90813

Ph: (562) 624-4120

Fx: (562) 624-4127

FOR PORT OF LOS ANGELES ONLY

1. EFFECTIVE JANUARY 2023

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>		
	<u>STRAIGHT TIME</u>	<u>OVER- TIME</u>	<u>PREMIUM TIME</u>
0001 PROJECT MANAGER	107.80	136.60	136.50
0002 HEALTH & SAFETY MANAGER	107.80	136.60	136.60
0003 SUPERVISOR	100.60	129.40	129.40
0004 CHEMIST / INDUSTRIAL HYGIENIST	100.60	129.40	129.40
0005 LEAD TECHNICIAN	71.90	100.60	100.60
0006 EQUIPMENT OPERATOR	71.90	100.60	100.60
0007 TECHNICIAN 1	69.60	91.70	91.70
0008 TECHNICIAN 2 (ILWU)	98.00	147.00	147.00

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

	<u>HOURLY RATE</u>
0009 UTILITY TRUCK W/TRAFFIC CONTROL LIGHTS	57.50
0010 GEAR TRUCK W/LIFTGATE	57.50
0011 EMERGENCY RESPONSE UNIT	136.60
0012 CREW VAN	28.80
0013 DUMP TRAILER 10,000 GVW	57.50
	<u>DAILY RATE</u>
0014 BACKHOE/EXTENDHOE "4X4" 310	610.70
0015 FORKLIFT 5,000LB WITH TRAILER	287.40
0016 FRONT END LOADER 4 CUBIC YD BUCKET	1,041.80
0017 EXCAVATOR JD 220	1,041.80
0018 HEAVY EQUIPMENT TRAILER 25'	359.30
0019 4X4 ATV HONDA 400cc	287.40
0020 HEAVY EQUIPMENT MOBILIZATION ONE WAY	359.30

3. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES WITH DRIVERS/OPERATOR

	<u>HOURLY RATE</u>
0021 VACUUM TRAILER - 20 BBL	79.10
0022 HYDRO EXCAVATOR 1000 CFM* - S/T	129.40
0023 HYDRO EXCAVATOR 1000 CFM* - O/T	189.70
0024 HYDRO EXCAVATOR 1000 CFM* - P/T	189.70
0025 WATER TRUCK - 2500 GALLON * S/T	129.40
0026 WATER TRUCK - 2500 GALLON * O/T	189.70
0027 WATER TRUCK - 2500 GALLON * P/T	189.70
0028 VACUUM TRUCK - 70 BBL W/ ROPER PUMP* S/T	129.40
0029 VACUUM TRUCK - 70 BBL W/ ROPER PUMP* O/T	189.70
0030 VACUUM TRUCK - 70 BBL W/ ROPER PUMP* P/T	189.70
0031 VACUUM TRUCK - 120 BBL* S/T	150.20
0032 VACUUM TRUCK - 120 BBL* O/T	197.60
0033 VACUUM TRUCK - 120 BBL* P/T	197.60
0034 VACUUM TRUCK - 120 BBL STAINLESS STEEL* S/T	166.00
0035 VACUUM TRUCK - 120 BBL STAINLESS STEEL* O/T	213.40
0036 VACUUM TRUCK - 120 BBL STAINLESS STEEL* P/T	213.40
0037 ROLL-OFF TRUCK* S/T	142.30



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0038	ROLL-OFF TRUCK* O/T	189.70
0039	ROLL-OFF TRUCK* P/T	189.70
0040	TRASH TRUCK* S/T	142.30
0041	TRASH TRUCK* O/T	189.70
0042	TRASH TRUCK* P/T	189.70
0043	ROLL-OFF TRUCK AND TRAILER* S/T	166.00
0044	ROLL-OFF TRUCK AND TRAILER* O/T	213.40
0045	ROLL-OFF TRUCK AND TRAILER* P/T	213.40
0046	END DUMP TRUCK - 24 TON* S/T	166.00
0047	END DUMP TRUCK - 24 TON* O/T	213.40
0048	END DUMP TRUCK - 24 TON* P/T	213.40
0049	40' BOX VAN W/ TRACTOR* S/T	150.20
0050	40' BOX VAN W/ TRACTOR* O/T	197.60
0051	40' BOX VAN W/ TRACTOR* P/T	197.60
0052	40' FLATBED W/ TRACTOR* S/T	150.20
0053	40' FLATBED W/ TRACTOR* O/T	197.60
0054	40' FLATBED W/ TRACTOR* P/T	197.60
0055	JETTER / SUPERSUCKER COMBO* S/T	205.50
0056	JETTER / SUPERSUCKER COMBO* O/T	237.10
0057	JETTER / SUPERSUCKER COMBO* P/T	237.10
0058	OMNI VAC* S/T	359.30
0059	OMNI VAC* O/T	402.40
0060	OMNI VAC* P/T	402.40
0061	HYDRO EXCAVATOR 52000 CFM* S/T	359.30
0062	HYDRO EXCAVATOR 52000 CFM* O/T	402.40
0063	HYDRO EXCAVATOR 52000 CFM* P/T	402.40

*** * * DENOTES WITH OPERATOR.**

4. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

0064	SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	122.20	DAILY
0065	6-PACK BREATHING AIR BOTTLES	287.40	DAILY
0066	5-MINUTE EGRESS AIR BOTTLE	21.60	DAILY
0067	TRIPOD W/DOUBLE WINCHES	273.10	DAILY
0068	FULL BODY HARNESS W/SHOCK ABSORBER	21.60	DAILY
0069	COPPUS BLOWER	136.60	DAILY
0070	4-GAS AIR MONITOR	179.70	DAILY
0071	PERSONAL 4-GAS METER	179.70	DAILY
0072	OVA MONITOR	287.40	DAILY
0073	MERCURY VAPOR ANALYZER	610.70	DAILY

5. TRAFFIC CONTROL

0074	DELINEATOR/REFLECTIVE, EACH	NO CHARGE	DAILY
0075	TRAFFIC CONE/REFLECTIVE, EACH	NO CHARGE	DAILY
0076	ARROW BOARD	215.60	DAILY
0077	PERSONNEL SAFETY VEST / REFLECTIVE	NO CHARGE	
0078	TRAFFIC CONTROL SIGNS 48"X48" / REFLECTIVE	NO CHARGE	



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6. CLEANING EQUIPMENT (INCLUDING HOSES)

0079	STEAM MACHINE 1,000 PSI 22 GPM	64.70	HOURLY
0080	STEAM MACHINE 3,500 PSI 6 GPM	64.70	HOURLY
0081	HYDROBLASTER	64.70	HOURLY
0082	AIR COMPRESSOR	50.30	HOURLY
0083	DIAPHRAGM PUMP	107.80	DAILY
0084	TRASH PUMP 3"	215.60	DAILY
0085	TRASH PUMP 4" TRAILER MOUNTED	402.40	DAILY
0086	TRASH PUMP 6" TRAILER MOUNTED	517.30	DAILY
0087	PORTABLE DECON STATION - 3 SHOWER STALLS	431.10	DAILY
0088	DECON PAD 10'X50'X10"	215.60	DAILY
0089	ELECTRIC 12 VOLT DIESEL TRANSFER PUMP	83.40	DAILY

7. PORTABLE STORAGE UNITS

0090	500-BBL VAPOR TIGHT EZ CLEAN TANK	93.40	DAILY
0091	SECONDARY CONTAINMENT ON 500-BBL TANK	50.30	DAILY
0092	550-BBL MOBILIZATION	503.00	ONE WAY
0093	20 YARD OPEN/CLOSED TOP	21.60	DAILY
0094	40 YARD OPEN/CLOSED TOP	24.50	DAILY
0095	VACUUM BIN - 20 YD	143.70	DAILY
0096	DE-WATERING BIN - 20YD	143.70	DAILY
0097	DE-WATERING BIN FILTER	107.80	EACH
0098	BIN LINER	71.90	EACH

8. OIL SPILL EQUIPMENT

0099	RAPID BOOM DEPLOYMENT SYSTEM	215.60	DAILY
0100	BOOM TRAILER (STANDBY) W/1600' OF 8" x 18"	143.70	DAILY
0101	BOOM TRAILER (STANDBY) W/1600' OF 8" x 18"	2,155.40	MONTHLY
0102	BOOM 8" x 18" (DEPLOYED)	2.20	PER FT/DAY
0103	GROUND TACKLE FOR BOOM 25 LB ANCHOR / BUOY SET	71.90	EA/DAY
0104	SPILL CONTROL BOAT - 14' W/40HP OUTBOARD	71.90	HOURLY
0105	TOW/SPILL CONTROL BOAT 19' W/90HP	122.20	HOURLY
0106	TOW/SPILL CONTROL BOAT 22' W/2000HP	136.60	HOURLY
0107	22' X 8' SELF POWERED BARGE	129.40	HOURLY
0108	12' PUNT WITH 5 HP OUTBOARD	33.10	HOURLY
0109	12' PUNT	18.70	HOURLY
0110	PUNT TRAILER	NO CHARGE	
0111	45' BOX VAN EQUIPMENT FOR EMERG. RESPONSE	309.00	DAILY
0112	ROPE MOP SKIMMER	76.20	HOURLY
0113	DRUM SKIMMER TDS-136 W/ POWER PACK	115.00	HOURLY
0114	SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	107.80	DAILY
0115	INFLATABLE PLUGS 6" TO 12"	93.40	DAILY
0116	INFLATABLE PLUGS 12" TO 24"	143.70	DAILY



9. TOOLS AND OTHER EQUIPMENT

0117	BETTS VALVUE	215.60	DAILY
0118	BROOMS	NO CHARGE	
0119	BROOMS HAZ-MAT	NO CHARGE	
0120	CELLULAR PHONE (CALLS INCL.)	NO CHARGE	
0121	CHEST WADERS	28.80	DAILY
0122	CUTTING TORCH	215.60	DAILY
0123	DRUM VACUUM - 55 GALLON	115.00	DAILY
0124	EXPLOSION-PROOF FLASH LIGHT	NO CHARGE	
0125	EYEWASH STATION	NO CHARGE	
0126	FLASHLIGHT	NO CHARGE	
0127	HAZ-CAT KIT	36.00	PER TEST
0128	HEAVY DUTY JETTER NOZZLE	326.60	DAILY
0129	HEDGE TRIMMERS	NO CHARGE	
0130	HEPA VACUUM (DRY)	201.20	DAILY
0131	HIP WADERS	NO CHARGE	
0132	HUDSON SPRAYER	NO CHARGE	
0133	GAS POWERED AGITATOR W/EXT. & BLADES	326.60	DAILY
0134	GENERATOR 5 KW (SMALL PORTABLE)	107.80	DAILY
0135	LIFE JACKETS	NO CHARGE	
0136	LIGHT STAND	36.00	DAY
0137	LIGHT TOWER (4 BULB)	273.10	DAILY
0138	MACHETES	NO CHARGE	
0139	MERCURY VACUUM	230.00	DAILY
0140	NEG AIR MACHINE 2000 CFM	230.00	DAILY
0141	PALLET JACK	NO CHARGE	DAILY
0142	REPLACEMENT HEPA FILTERS FOR NEG AIR	287.40	EACH
0143	12" FLEXABLE INLET/EXHAUST DUCTING	36.00	DAILY
0144	12" DISPOSABLE EXHAUST DUCTING	230.00	ROLL
0145	PER DIEM ALLOWANCE ON TRAVEL	NO CHARGE	EACH
0146	POGO PUMP	36.00	EACH
0147	PORTABLE RESTROOM	71.90	DAILY
0148	PORTABLE RESTROOM W/WASH AND TRAFFIC CONTROL	287.40	DAILY
0149	PROFILING FEE (PER WASTE STREAM)	NO CHARGE	
0150	INTRINSICALLY SAFE RADIO 2-WAY	43.20	DAILY
0151	RAKES	NO CHARGE	
0152	RIVET BUSTER	215.60	DAILY
0153	RIVET BUSTER BIT SET	57.50	EACH
0154	SAWZALL	93.40	DAILY
0155	SHOVELS	NO CHARGE	
0156	SHOVELS/HAZ-MAT	NO CHARGE	
0157	SQUEEGEES	NO CHARGE	
0158	VENTILATION FAN	93.40	DAILY
0159	VAPOR TIGHT DROP LIGHTS	17.30	DAILY
0160	WATER TANK TRAILER W/PUMP	510.10	DAILY



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10. MATERIALS

0161	5-GAL DOT DRUM, POLY	31.70	EACH
0162	10-GAL DOT DRUM, STEEL	31.70	EACH
0163	15-GAL DOT DRUM, STEEL	31.70	EACH
0164	15-GAL DOT DRUM, POLY	31.70	EACH
0165	20-GAL DOT DRUM, STEEL	31.70	EACH
0166	30-GAL DOT DRUM, STEEL	31.70	EACH
0167	30-GAL DOT DRUM, POLY	31.70	EACH
0168	55-GAL DOT DRUM, STEEL	71.90	EACH
0169	55-GAL DOT DRUM, POLY	71.90	EACH
0170	85-GAL DRUM, OVERPAK	265.90	EACH
0171	ACID SPILFYTER NEUTRALIZER ER GALLON	112.20	EACH
0172	BASE SPILFYTER NEUTRALIZER ER GALLON	112.20	EACH
0173	BLEACH	6.50	GALLONS
0174	BOOT COVER	NO CHARGE	
0175	CAUTION / BARRICADE TAPE	36.00	PER ROLL
0176	DIESEL FUEL (FOR EQUIPMENT)	6.50	GALLONS
0177	DRINKING WATER - 24 BOTTLE CASE	NO CHARGE	
0178	DRUM LABEL	NO CHARGE	
0179	DUCT TAPE	10.10	PER ROLL
0180	EAR MUFFS	NO CHARGE	
0181	EAR PLUGS 200/BOX	NO CHARGE	
0182	FACE SHIELD	NO CHARGE	
0183	HAND CLEANER	NO CHARGE	
0184	HARD HATS	NO CHARGE	
0185	MANIFEST FORMS	NO CHARGE	
0186	OIL SORBENT POM POMS	129.40	BALE
0187	PLASTIC BAGS 8 MIL	115.00	PER BOX
0188	PLASTIC SHEETING 8 MIL	115.00	PER BOX
0189	RAGS - 50 POUND BOX	79.10	PER BOX
0190	ROPE 1/2 POLY 100'	32.70	PER FOOT
0191	SAMPLE JARS - 1QT	5.80	EACH
0192	SAND BAGS	5.80	EACH
0193	SIMPLE GREEN	19.20	GALLONS
0194	SODA ASH	8.90	GALLONS
0195	SORBENT BOOM 8" x 10"	69.00	EACH
0196	SORBENT PADS 18"x18"x1/2" (100/BALE)	132.20	BALE
0197	SUPERFINE (33 LBS)	27.40	PER BAG
0198	TRIWALL BOXES	201.20	EACH
0199	VACTOR FLEX HOSE 4" DISPOSABLE	2.70	FOOT
0200	VACTOR FLEX HOSE 6" DISPOSABLE	4.00	FOOT



11. PERSONAL PROTECTIVE EQUIPMENT (PPE)

0201	LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	215.60	PER SET
0202	LEVEL "B" - POLYTYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS-TIGHT, W/SCBA	136.60	PER SET
0203	LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	64.70	PER SET
0204	LEVEL "D" - TYVEK, POLYTYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	36.00	PER SET

Haz and Non-Haz Waste Disposal Fee

A. BULK DISPOSAL PRICING

Liquids

		<u>Minimum Bulk Charge</u>
0205	Non-Hazardous Liquids	0.90 GALLONS 786.50
0206	Suspended Solid Surcharge	2.60 GALLONS
0207	Non-RCRA Haz Waste Liquid	1.60 GALLONS 786.50
0208	Suspended Solid Surcharge	3.30 GALLONS
0209	Washout Fee	786.50 EACH
0210	Chemical Cleaning of Vacuum Trailer	929.50 EACH
0211	Certified Scale Weight of a Truck	35.80 EACH

Solids

		<u>Minimum Bulk Load Charge Per Bin</u>
0212	Treated Wood Waste	193.10 TONS 715.00
0213	Asbestos containing debris	286.00 TONS 715.00
0214	Friable Asbestos	286.00 TONS 715.00
0215	Waste Tires	385.00 TONS 715.00
0216	Empty containers less than 55 gallons	250.30 TONS 715.00
0217	Non-Hazardous Waste debris	250.30 TONS 1,215.50
0218	Non-Haz Soil	128.70 TONS 1,215.50
0219	Non-Haz Soil Thermal treated	128.70 TONS 1,215.50
0220	Non-RCRA Soil Landfill	250.30 TONS 1,215.50

B. DRUM DISPOSAL PRICING

	<u>Triwall</u>	<u>55 gallon</u>	<u>30 gallon</u>	<u>15 gallon</u>	<u>5 gallon</u>
0221	Non-Haz Water	201.90	187.80	143.50	115.20
0222	Non-Haz Solid	230.30	214.30	187.80	131.10
0223	Non-Haz Sludge	288.70	276.30	230.30	201.90
0224	Non-RCRA sludge	487.10	416.20	331.20	258.60
0225	Non-RCRA Oily water	258.60	230.30	201.90	173.60
0226	Non-RCRA Ilquids (hard to treat)	529.60	458.70	375.50	230.30
0227	Non-RCRA Solids >250 lbs (Oily Debris)	975.90	288.70	276.30	202.00
0228	Non-RCRA Solids <250 lbs (Oily Debris)	915.70	258.60	230.30	202.00
0229	Non-RCRA grease	517.20	458.70	331.20	258.60
0230	RCRA liquids	800.80	640.70	410.10	328.00
0231	RCRA Solids (stabilization landfill)	1,491.20	529.60	478.20	403.80
0232	Pesticides Solid, Toxic 6.1	1,869.40	924.30	743.60	503.10
0233	Hypochlorite, 8	1,701.70	622.70	547.30	336.70
0234	Waste Fusee, 4.1	1,869.40	924.30	743.60	503.10
0235	Waste Oil Non-chlorinated	258.60	230.30	201.90	173.60
0236	Waste Oil with <50 ppm PCB	517.20	487.10	357.80	276.30
0237	Waste Oil with >50 ppm PCB				



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0238	Waste Antifreeze	487.10	430.40	343.60	249.80
0239	Waste Latex paint	517.20	444.60	299.30	201.90
0240	Waste gas and water (D001)	430.40	387.90	368.80	230.30
0241	Waste Flammable Liquid	1,023.70	879.60	685.40	444.60
0242	Waste Corrosive Liquids (no metals) acidic	933.40	804.10	634.10	403.80
0243	Waste Corrosive Liquids (no metals) Caustic	933.40	804.10	634.10	403.80
0244	Lead Base Paint Chips	750.80	600.60	384.40	307.60
0245	Waste Asbestos NON Friable	350.40	280.30	179.40	143.50
0246	Waste Asbestos Friable	450.50	360.40	230.70	184.60
0247	Ballasts with PCB	4.20 per pound with \$720 minimum			
0248	Ballasts with without PCB	750.80	600.60	384.40	307.60

Note: all the over pack of 55 gallons drums into 85 gallon drums will be charged \$250.30 Surcharge.

Incinerables excluding D003 and Rx

		<u>minimum charge</u>
0249	Flammable sludges/Solids	4.70 LBS 1,022.50
0250	Oxidizers Solids / Liquids	8.80 LBS 1,859.00
0251	Waste Aerosols	7.00 LBS 855.20
0252	Elemental Mercury	83.70 LBS 2,230.80
0253	Mercury related	17.70 LBS 1,487.20
0254	Empty metal drums	55.00 DRUM
0255	Empty poly drums	93.50 DRUM

Lab Packs

	<u>Triwall</u>	<u>55 gallon</u>	<u>30 gallon</u>	<u>15 gallon</u>	<u>5 gallon</u>
0256	Non-RCRA Liquids	1,434.60	529.60	471.10	387.90
0257	Non-RCRA Solids	1,434.60	529.60	471.10	387.90
0258	Flammable Liquids (d003)	1,592.20	774.00	703.10	464.10
0259	Flammable Solids (4.1)	3,405.70	1,317.70	1,071.50	743.90
0260	Hazardous Waste Liquids (9)	2,787.60	933.40	832.40	517.20
0261	Hazardous Waste Solids (9)	2,787.60	933.40	832.40	517.20
0262	Oxidizing minimum price drum pricing		4,187.10	3,703.20	2,006.60
0263	Corrosive Liquids/Solids (8)	2,376.70	892.00	804.10	517.20
0264	Toxic Liquids (organic / inorganic 6.1)	2,594.20	1,317.70	1,067.10	743.90
0265	toxic Solids (organic / inorganic 6.1)	1,860.90	1,317.70	956.00	739.50
0266	Flammable/toxic Liquids (3,6.1)	1,860.90	1,317.70	956.00	739.50
0267	Flammable/toxic Solids (4.1,6.1)	1,860.90	1,317.70	956.00	739.50
0268	Flammable/ corrosive Liquid/Solids	1,860.90	1,317.70	956.00	739.50

Bio hazardous, blood borne pathogen, medical waste, sharps

0269	BIO HAZARDOUS WASTE STERILIZATION	128.70	55 GALLON TUB
0270	BIO HAZARDOUS WASTE STERILIZATION	71.50	30 GALLON TUB
0271	BIO HAZARDOUS WASTE STERILIZATION	66.00	16 GALLON TUB
0272	BIO HAZARDOUS WASTE STERILIZATION	55.00	5 GALLON TUB

UNIVERSAL WASTE

	<u>55 gallon</u>	<u>30 gallon</u>	<u>15 gallon</u>	<u>5 gallon</u>
0273	BATTERIES - ALKALINE	995.50	613.80	379.50
0274	BATTERIES - LITHIUM	3,000.00	2,000.00	1,500.00
0275	BATTERIES - NICAD	995.50	613.80	379.50
0276	FLOURESCENT BULBS - LOOSE PACK	550.00	330.00	220.00
0277	FLOURESCENT BULBS - CRUSHED / BROKEN	550.00	440.00	330.00
0278	LIGHT BULBS - HIGH PRESSURE SODIUM	330.00	220.00	110.00



925 West Esther St.
Long Beach, CA 90813

Ph: (562) 624-4120

Fx: (562) 624-4127

0279	FLOURESCENT TUBES 1'-4' - PER TUBE	2.00	EACH
0280	FLOURESCENT TUBES 6'-8' - PER TUBE	3.10	EACH
0281	FLOURESCENT TUBES CFL - PER TUBE	4.20	EACH
0282	FLOURESCENT BULBS - U - SHARE - PER BULB	3.50	EACH
0283	FLOURESCENT BULBS - CIRCULAR - PER BULB	3.50	EACH
0284	LIGHT BULBS - INDUCTION - PER BULB	4.30	EACH
0285	LIGHT BULBS - LOW PRESSURE - PER BULB	10.60	EACH
0286	LED - LINEAR	6.60	EACH
0287	LED - MEDIUM BASE	3.30	EACH
0288	LED - SMALL	0.90	EACH
0289	E-WASTE	0.60	LBS
0290	CYLINDERS	40.00	EACH
0291	FIRE EXTINGUISHERS	30.00	EACH
0292	LEAD ACID BATTERIES	0.80	LBS

EXHIBIT E

Company Name & Logo Address

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191
Attention: _____

Project Title:
Agreement No.:
Directive No.:

Invoice No.:
Invoice Date:
Invoice Period:
Federal ID No.:
City Business Tax No.:

Consultant Contact:
Telephone:

Task No.	Description	Fee Type	Contract Amount	Authorized Amount	% Comp	Amount Paid to Date	Prior Invoices	Current Invoice	Remaining Balance
1			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
2			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
3			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
4			\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
	GRAND TOTAL		\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance."

Project Manager

AS-NEEDED/ON-CALL SERVICES

MONTHLY SUBCONTRACTOR MONITORING REPORT

Blue Cells - Enter \$ Amounts

Please indicate the subconsultant participation levels achieved for the period of: _____

Contract No. _____ Division _____ Contract Administrator _____

Consultant Name _____ Group _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

			MBE	WBE	OBE	SBE	DBE
Consultant Amount		Committed Amount	\$ -	\$ -	\$ -	\$ -	\$ -
Committed to-date		%	0.00%	0.00%	0.00%	0.00%	0.00%
Consultant Amount		Invoiced	\$ -	\$ -	\$ -	\$ -	\$ -
Invoiced to-date		%	0.00%	0.00%	0.00%	0.00%	0.00%

					PROPOSED		ACTUALS	
	Subconsultant Name	Type of Work Performed	PD#	Group (MBE/WBE/OBE/SBE/DBE)	Committed Amount	Committed Percent	Amount Invoiced to Date	Percent invoice to-date
1						#DIV/0!		0.00%
2						#DIV/0!		0.00%
3						#DIV/0!		0.00%
4						#DIV/0!		0.00%
5						#DIV/0!		0.00%
6						#DIV/0!		0.00%
7						#DIV/0!		0.00%
8						#DIV/0!		0.00%
9						#DIV/0!		0.00%
10						#DIV/0!		0.00%
11						#DIV/0!		0.00%
12						#DIV/0!		0.00%
13						#DIV/0!		0.00%
14						#DIV/0!		0.00%
15						#DIV/0!		0.00%
16						#DIV/0!		0.00%
17						#DIV/0!		0.00%
TOTALS					\$0.00	#DIV/0!	\$0.00	0.00%

Group = MBE/WBE/OBE/SBE/DBE

Committed Amount = Amount authorized by PD's

Committed Percent = % sub commitment of Prime commitment

Percent invoiced to-date = % invoiced of sub committed amount

AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

AFFIRMATIVE ACTION PROGRAM PROVISIONS

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it

AFFIRMATIVE ACTION PROGRAM PROVISIONS

registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;

AFFIRMATIVE ACTION PROGRAM PROVISIONS

4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT
SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM
LOCAL BUSINESS PREFERENCE PROGRAM

(1) **SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:**

The Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBES, all proposers shall utilize the City's contracts management and opportunities database, the Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>, to outreach to potential subconsultants.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 10%, including 5% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **562112**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$38.5 million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the RAMP by the time proposals are due.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. Consultants who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants. Consultants may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subconsultant preferences will be determined by the percentage of the total amount of compensation proposed under the Agreement.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form will signify the LBE status of the Consultant and subconsultants.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

Ocean Blue Environmental Services, Inc.

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

☒ SBE ☐ VSBE ☒ MBE ☒ WBE ☐ DVBE ☐ OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$5,000,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

☒ LBE

☐ Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: _____

Printed Name: Justin Lee

Title: President

Date Signed: 2/8/2023

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

On FEBRUARY 8, 2023 before me, WENDY LIZBETH MEJIA, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

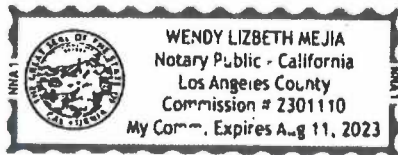
personally appeared JUSTIN LEE

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

[Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Consultant Description Form

PRIME CONSULTANT:

Contract Title: 205677 - EMERGENCY RESPONSE AND HAZARDOUS WASTE MANAGEMENT SERVICES

Business Name: Ocean Blue Environmental Services, Inc. RAMP ID#: 658

Award Total: \$ 65%

Owner's Ethnicity: Hisp Gender F Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ☒ NO ☐ (Check only one)

Primary NAICS Code: 562112

Address: 925 West Esther Street

City/State/Zip: Long Beach, CA 90813

County: Los Angeles

Telephone: (562) 624-4120 FAX: (562) 624-4127

Contact Person/Title: Manny Ramirez / Project Manager

Email Address: MRamirez@ocean-blue.com

SUBCONSULTANT:

Business Name: California Asbestos Consultants RAMP ID#: _____

Award Total: (% or \$): 4.5%

Services to be provided: Lead / Asbestos Inspection

Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ☒ NO ☐ (Check only one)

Primary NAICS Code: 54162

Address: PO Box 548

City/State/Zip: Manhattan Beach, CA 90267

County: Los Angeles

Telephone: (562) 307-0744 FAX: () _____

Contact Person/Title: Daniel Beck

Email Address: Danielbeck73@yahoo.com

SUBCONSULTANT:

Business Name: Myers Marine Division, LLC RAMP ID#: _____

Award Total: (% or \$): 3%

Services to be provided: Diving, maritime support, and various crewing for waterfront projects

Owner's Ethnicity: Caucasian Gender M Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ☒ NO ☐ (Check only one)

Primary NAICS Code: 561990

Address: 2660 S. Dolphin Ave

City/State/Zip: San Pedro, CA 90731

County: Los Angeles

Telephone: (951) 403-5581 FAX: (951) 817-0525

Contact Person/Title: Joshua Myers, Dive Operations Manager

Email address: Myersmarinedivision@gmail.com

Consultant Description Form

SUBCONSULTANT:

Business Name: John Guzman Crane Services LABAVN ID#: _____

Award Total: (% or \$): 1%

Services to be provided: Crane Services

Owner's Ethnicity: Hispanic Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ☒ NO _____ (Check only one)

Primary NAICS Code: 238990

Address: 2463 Gundry Ave

City/State/Zip: Signal Hill, CA 90755

County: Los Angeles

Telephone: (562) 492-6688 FAX: (562) 492-9664

Contact Person/Title: Hector Cota / Sales

Email Address: Hectorguzmancrane@earthlink.net

SUBCONSULTANT:

Business Name: Viking Demolition Contractors LABAVN ID#: _____

Award Total: (% or \$): 1%

Services to be provided: Demolition Services

Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ☒ NO _____ (Check only one)

Primary NAICS Code: 238910

Address: 249 N. Brand Blvd, Ste 532

City/State/Zip: Glendale, CA 91203

County: Los Angeles

Telephone: (818) 500-9447 FAX: (818) 500-9630

Contact Person/Title: Todd Tredick / Owner

Email Address: Ttredick12@gmail.com

SUBCONSULTANT:

Business Name: National Plant Services LABAVN ID#: _____

Award Total: (% or \$): 0.5%

Services to be provided: Full service sewer & storm drain cleaning, inspection & maintenance

Owner's Ethnicity: Corp. Gender Various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ☒ NO _____ (Check only one)

Primary NAICS Code: 562998

Address: 1461 Harbor Ave

City/State/Zip: Long Beach, CA 90813

County: Los Angeles

Telephone: (562) 436-7600 FAX: (562) 495-1528

Contact Person/Title: Dennis Keene / President

Email address: Dennis.Keene@nationalplant.com

Consultant Description Form

SUBCONSULTANT:

Business Name: Enviro-Chem Lab LABAVN ID#: _____

Award Total: (% or \$): 1%

Services to be provided: Lab / General Sample Analysis

Owner's Ethnicity: Asian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ☒ NO _____ (Check only one)

Primary NAICS Code: 541380

Address: 1214 East Lexington Ave

City/State/Zip: Pomona, CA 91766

County: Los Angeles

Telephone: (909) 590-5905 FAX: (909) 590-5907

Contact Person/Title: Curtis Desilets / Executive Vice President

Email Address: Curt.Envirocheminc@gmail.com

SUBCONSULTANT:

Business Name: Advance Technology Laboratory LABAVN ID#: _____

Award Total: (% or \$): 0.5%

Services to be provided: Environmental Testing Laboratory Services

Owner's Ethnicity: Hispanic Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES ☒ NO _____ (Check only one)

Primary NAICS Code: 541380

Address: 3275 Walnut Ave

City/State/Zip: Signal Hill, CA 90755

County: Los Angeles

Telephone: (562) 989-4045 x 237 FAX: (562) 989-4040

Contact Person/Title: Rachelle Arada / Project Manager

Email Address: Customer.Relations@atlglobal.com

SUBCONSULTANT:

Business Name: Amerisci, L.A. LABAVN ID#: _____

Award Total: (% or \$): 0.5%

Services to be provided: Lab. / Asbestos & mold testing

Owner's Ethnicity: Asian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES _____ NO ☒ (Check only one)

Primary NAICS Code: 541380

Address: 24416 South Main St, # 308

City/State/Zip: Carson, CA 90745

County: Los Angeles

Telephone: (310) 834-4868 FAX: (310) 834-4772

Contact Person/Title: Laurie Noble / Manager

Email address: Lnoble@amerisci.com

EXHIBIT I

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

EXHIBIT J



Date

SUBJECT: PORT OF LOS ANGELES ENVIRONMENTAL MANAGEMENT SYSTEM

As a materials or service provider to the Port of Los Angeles, we'd like you to be aware that the Construction and Maintenance (C&M) Division is certified to an international standard: ISO 14001:2015 for Environmental Management System (EMS).

We expect each of our contractors and suppliers to partner with us to conform to the requirements of our EMS. Specifically, your assistance is needed to:

- Comply with applicable environmental laws and regulations;
- Protect the environment and prevent pollution; and
- Continually improve our EMS.

Since your company has been identified as one which has a physical presence within the Port complex, any of your employees who work on-site must be trained on our EMS and must understand what we expect of your company.

Accordingly, members of your company who work on Port premises must watch the training video before arrival. POLA's EMS Awareness Training for Contractors can be found on POLA's YouTube channel at: <https://youtu.be/3ZYJ2CwgSrk>.

It is incumbent on these individuals to conform to all procedures and requirements associated with their activities on-site which may have an environmental impact. That may involve either meeting with a qualified C & M Division employee who will either supervise these activities or being able to access and have the appropriate training in the relevant procedures and requirements for performing these activities themselves. Your employees should be able to immediately report any incidents/accidents/emergency situations which have an environmental impact due to their actions. Also, if your employees witness any incidents/accidents/emergency situations while on Port premises, they should report them to the Port employee that works with your company, or on-site security personnel. Your employees may also be asked to cooperate with any EMS audits that are taking place while contract personnel are on-site.

Please show this training video to your employees who will be working on-site at the Port and return the attached sign-in sheet indicating all employees who have viewed the video to kheinsius@portla.org.

If you have any questions about this letter, please contact the undersigned at (310) 732-3555.

Sincerely,

TIM CLARK, DIRECTOR
Port Construction and Maintenance

FHA
Enclosures

EXHIBIT J

EXHIBIT J

A CLEANER PORT.
A BRIGHTER
FUTURE.



Port of Los Angeles

ISO 14001: Environmental Management System

General Awareness Training for Contractors

(accessed on POLA's YouTube channel at: <https://youtu.be/3ZYJ2CwgSrK>)

Name of Company	Address	Phone Number

By signing below, I acknowledge that I have watched and understood Port of LA's video entitled "Environmental Management System Contractor Training."

Employee Name (Print or Type)	Employee Signature	Training Completion Date

Scope of Work

The Emergency Response and Hazardous Waste Management program responds to both emergency and non-emergency chemical spills, releases of regulated and/or hazardous materials, and abandoned wastes within the Port of Los Angeles. In this function, EMD responds to requests for services from other Harbor Department divisions, State, and Federal agencies, including the United States Coast Guard (USCG), Department of Fish & Wildlife, United States Environmental Protection Agency (USEPA), and the Regional Water Quality Control Board.

The Harbor Department requires the services of qualified contractors to support and perform all phases of on-site waste management, such as containment of spills, and cleanup of releases or abandoned waste on an as-needed basis in the following categories:

A. Emergency Response

Emergency Response is the ability to respond to a spill or uncontrolled release of a hazardous or regulated material on an emergency basis at any time, 24 hours per day, 7 days per week (including holidays), and provide containment and cleanup as required by local, state and federal regulatory agencies, and as directed by the Harbor Department. The contractor should have the ability to arrive on-scene within 30 to 45 minutes of notification. These spills may involve containment and cleanup operations in storm drains, pipelines, groundwater, and in other water bodies, including navigable waters of the state, such as the ocean, harbors, lakes, reservoirs, streams, canals, and rivers.

B. Unidentified Waste

Unidentified wastes are unlabeled containers with unknown substances deposited on Harbor Department property that require removal.

1. The contractor must have the ability to identify, package, and transport the unidentified wastes deposited on Harbor Department properties or right-of-way for recycling, treatment, or disposal.
2. Response to this waste stream will usually be required during normal working hours.

C. Waste Management

Waste Management is the ability to identify, categorize, remove, package and recycle, or dispose of hazardous, non-hazardous, and regulated waste that are generated through the normal work process of maintaining Harbor Department property or equipment.

1. Response to this waste stream will usually be required during normal working hours.

2. The contractor will be required to be on-site at a Harbor Department facility at a mutually agreed-upon time with an authorized Department employee.
3. Waste management services may include, but are not limited to:
 - a. Removal and excavation of contaminated debris;
 - b. Laboratory packing of chemicals;
 - c. Packaging and consolidating hazardous materials;
 - d. Identifying and packaging unidentified materials;
 - e. Characterizing and profiling of waste prior to disposal; and
 - f. Transporting waste for disposal.
4. For the purpose of this Agreement, regulated and/or hazardous materials include, but are not limited to:
 - a. Asbestos, crude oil and petroleum products, including fuel oil, mineral oil, gasoline, diesel;
 - b. Corrosive liquids, including acid, alkaline, and ammonia solutions;
 - c. Polychlorinated Biphenyl's (PCB) and PCB-contaminated materials;
 - d. Mercury, lead, and other metals;
 - e. Ferric Chloride;
 - f. Chlorine;
 - g. Waste tires;
 - h. Treated wood;
 - i. Bio-hazard waste;
 - j. Sewage; and
 - k. Other environmental regulated media.

D. Miscellaneous Services

In addition to emergency response, EMD routinely assists other divisions with:

- Management and disposal of both hazardous and non-hazardous wastes generated by Harbor Department maintenance operations and construction projects;
- Collection and disposal of waste oil from collection sheds set up for commercial fishing boats;
- Abatement of lead-based paint and asbestos-containing materials in/on Harbor Department structures;
- Cleaning of facilities contaminated by biological wastes;
- Pickup and disposal of dead marine mammals from harbor waters;
- Storm drain cleaning and maintenance;
- Support the Harbor Department's Derelict Boat Removal program by providing removal and disposal of hazardous or regulated waste;
- Pressure-washing/steam cleaning;
- Mold abatement;
- Assist Construction and Maintenance staff on projects that involve confined space;

- Remove and dispose of Underground Storage Tanks (UST); and
- Waste management prior to and during Harbor Department sponsored events.

Required Equipment

The contractor **must** have, or have immediate access to, the following equipment and services:

- TWIC/24-7 Emergency response;
- Stainless steel vacuum truck;
- Black iron vacuum trucks steel – 20 BBL, 70 BBL, 120 BBL;
- Emergency response unit – Level B;
- Blood & Bio cleanup;
- Registered waste tire hauler; and
- Boat(s) for waterside spills.

It is recommended that the contractor have, or have immediate access to, the following equipment and services:

- Roll-off bins and trailer;
- Tandem roll-off trailer;
- Flat bed box van;
- Self-powered work barge;
- Booming vessel and work skiff – w/ Hull & Machinery Insurance;
- Portable containment boom system – 1000' of boom with hydraulic power pack;
- Oil spill skimmers – drum style, mop style;
- Skim packs;
- Mercury vapor analyzer and Organic Vapor Analyzer (calibrated);
- Haz Mat kit – chemical identification;
- Sufficient amount/length of containment boom (at least 10,000 feet);
- Super sucker/jetter combos;
- Salvage and diving services; and
- Trauma scene practitioner with license to haul medical waste.

General Requirements

The Contractor shall perform all tasks in accordance with all applicable local, state, and federal regulations. Proposer must also perform activities in compliance with all appropriate elements of Harbor Department policies, tariffs, and programs (e.g., Construction and Maintenance Division's Environmental Management System (EMS), storm water control measures, Water Resources Action Plan, Clean Air Action Plan, etc.).

The Contractor must be capable of responding to regulated and/or hazardous materials discharge to inland, river/canal, and coastal/ocean environments.

A. Laboratory Services

The Contractor must have access to the services of a California State Certified environmental laboratory equipped to perform waste characterization analyses mandated by the Code of Federal Regulations (CFR) 40 and Code of California Regulations (CCR) Title 22 and in accordance with USEPA Solid Waste (SW)-846 test methods of evaluation of solid wastes, physical/chemical methods. The capabilities of the lab must include, but are not limited to, analysis by Atomic Absorption (AA), AA – flame, AA Spectroscopy – Graphite furnace, Fluorescence, Gas Chromatography (GC), and GC-Mass Spectrometry for all regulated organics, X-ray Fluorescence, Organic Vapor Analyzer, Inductively Coupled Plasma/Atomic Emission Spectroscopy, pH, and flash-point testing.

B. Disposal and Transportation

The Contractor shall provide disposal services of a fully permitted waste disposal facility or facilities capable of handling non-hazardous and hazardous wastes, including California regulated wastes, Resource Conservation and Recovery Act (RCRA) Federal regulated wastes, and liquid/solid waste under the Toxic Substances Control Act.

All subcontractors and all identified hazardous or regulated waste recycling and disposal sites must be reviewed and approved for environmental acceptability and regulatory compliance with applicable state and federal laws, at the sole discretion of EMD. All recycling, treatment, storage, and/or disposal facilities must operate under Federal and State licenses/permits.

The Contractor shall ensure that all wastes handled, stored or transported are properly contained and labeled for shipment in accordance with all applicable State and Federal regulations.

The Contractor shall provide transportation of hazardous waste to a treatment, storage or disposal facility by a licensed and permitted hazardous waste transporter.

The Contractor shall furnish all labor, materials, and equipment as well as technical expertise, supervision, and management to effectively identify, package, clean up, and transport the various regulated, non-hazardous and hazardous waste for recycling, treatment, and/or disposal.

C. Manifest Documents

The Contractor shall provide properly prepared non-hazardous and hazardous waste manifest documents for waste to be transported to disposal or treatment facilities.

On non-emergency or routine jobs, the Contractor shall coordinate with Harbor Department staff and hazardous waste disposal or treatment facilities to provide hazardous waste profiles and manifests to the Harbor Department.

Project Management

Selected Contractors will work directly under the supervision of a Project Manager from the Environmental Management Division.

Project Deliverables

The Contractor must submit a monthly summary report describing all work assignments, including a running total of costs. The report must be cumulative. EMD will provide the format for the report.

EXHIBIT F

RFP SELECTION EVALUATION FORM

PROJECT: EMERGENCY RESPONSE & HAZARDOUS WASTE MANAGEMENT SERVICES

SCORING GUIDELINES:

Rater's Score: (Range 0-5) - 0=not included/non responsive; 1= Serious Deficiencies; 2=Marginal Abilities; 3=Adequate, 4=Well Qualified; 5=Exceptionally Qualified.

Weighing Factor: A range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. Each number (1 through 6) may be used more than once; however, in establishing weights, the total of all the weighing factors (A –E) must equal 20.

Weighted Score= Rater's Score multiplied by (x) Weighing Factor. Totals should be calculated for each criterion.

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work? Level of expertise in subject matter areas?		5	
B. Project Organization, Personnel and Staffing	Qualification and experience of proposed personnel for requested services? On-site availability/reliability of team and project manager?		4	
C. Rates, Fees and Budget Control	Competitive rates and fees proposed? Are budget management, fees and staff hours proposed and clearly defined?		4	
D. Safety Record and Violations	Agency violations in the past 10 years? On the job injuries in the past 10 years?		3	
E. Emergency Response Time	ETA for both your Project Manager and the work crew/equipment to get on site for an emergency call-out? ETA for an emergency spill on the water?		4	
	Maximum points possible=100		A+B+C+D+E=20	Total Points=

Justin Lee, President
Ocean Blue Environmental Services, Inc.
925 West Esther Street
Long Beach, CA 90813

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Van for the Custodial Section in the Public Works Department. (Cost: \$54,648.33) (<i>Action Item</i>)		
		Date:	10/24/2023

OBJECTIVE

To secure City Council authorization to purchase one (1) Public Works Department vehicle from National Automotive Fleet Group through the Sourcewell Purchasing Competitive Bid Program, Contract 091521-NAF.

BACKGROUND

The Fiscal Year 2023-2024 budget included the purchase of one (1) Ford Transit Cargo Van to support Custodial Services to perform operational duties and transport equipment to various City facilities. In the past, this section has had to borrow vehicles from other sections or utilize vehicles that were aged-out of the fleet.

DISCUSSION

A bid was obtained for one (1) 2024 Ford Transit Cargo Van through Sourcewell Cooperative Purchasing, who nationally solicits, evaluates and awards contracts under contract 091521-NAF. Past experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment. The National Auto Fleet Group cost for this vehicle is \$54,648.33. This price is for one van and it includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. Total cost of \$54,648.33 for the purchase of the vehicle is included in the adopted Fiscal Year 2023-24 Fleet Management Fund budget. Future replacement costs for the vehicles will be factored in and collected through the equipment rental rate.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order, in the amount of \$54,648.33, to National Auto Group for the purchase of one (1) new van.

By: Rafael Robles, Public Works Custodial Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
National Auto Fleet Group Quote	10/11/2023	Cover Memo	National_Auto_Fleet_Group.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

10/10/2023

Quote ID: **26075**

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 Ford Transit Cargo Van (E1Y) T-150 148" Low Rf 8670 GVWR RWD,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$51,270.00	\$50,105.36	2.272 %	\$1,164.64
Tax (8.7500 %)		\$4,384.22		
Tire fee		\$8.75		
Transportation		\$150.00		
Total		\$54,648.33		

- 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: 26075

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
998	Engine: 3.5L PFDi V6 Flex-Fuel, (STD)
TRANSMISSION	
Code	Description
44U	Transmission: 10-Spd Automatic w/OD & SelectShift, (STD)
WHEELS	
Code	Description
64H	Wheels: 16" Steel w/Full Silver Cover
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats
AXLE RATIO	
Code	Description
X73	3.73 Axle Ratio, (STD)
SEATING ARRANGEMENT	
Code	Description
21P	Dark Palazzo Gray Vinyl Bucket Seats w/Armrests, -inc: 2-way manual driver seat and 2-way manual passenger seat
OPTION PACKAGE	
Code	Description
101A	Order Code 101A
ADDITIONAL EQUIPMENT	
Code	Description
545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors, -inc: turn signals
17A	Fixed Rear Cargo Door Glass, -inc: Rear-Window Defroster, Rearview Mirror
153	Front License Plate Bracket

86F	2 Additional Keys (4 Total), -inc: key fobs
96D	Load Area Protection Package, -inc: full-height polypropylene cargo area panels, Front & Rear Vinyl Floor Covering, wheel well liners
17P	6 Cargo Tie-Down Hooks
43R	Reverse Sensing System
61C	Vehicle Maintenance Monitor, -inc: engine hour meter, Depending on the engine, this feature will display engine hour meter, oil life, oil level and tire pressure status

2024 Fleet/Non-Retail Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD

WINDOW STICKER

2024 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD		
CODE	MODEL	MSRP
E1Y	2024 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD	\$47,760.00
OPTIONS		
998	Engine: 3.5L PFDi V6 Flex-Fuel, (STD)	\$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift, (STD)	\$0.00
64H	Wheels: 16" Steel w/Full Silver Cover	\$35.00
YZ	Oxford White	\$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	\$0.00
X73	3.73 Axle Ratio, (STD)	\$0.00
21P	Dark Palazzo Gray Vinyl Bucket Seats w/Armrests, -inc: 2-way manual driver seat and 2-way manual passenger seat	\$45.00
101A	Order Code 101A	\$0.00
545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors, -inc: turn signals	\$160.00
17A	Fixed Rear Cargo Door Glass, -inc: Rear-Window Defroster, Rearview Mirror	\$250.00
153	Front License Plate Bracket	\$0.00
86F	2 Additional Keys (4 Total), -inc: key fobs	\$75.00
96D	Load Area Protection Package, -inc: full-height polypropylene cargo area panels, Front & Rear Vinyl Floor Covering, wheel well liners	\$485.00
17P	6 Cargo Tie-Down Hooks	\$25.00
43R	Reverse Sensing System	\$295.00
61C	Vehicle Maintenance Monitor, -inc: engine hour meter, Depending on the engine, this feature will display engine hour meter, oil life, oil level and tire pressure status	\$45.00
Please note selected options override standard equipment		
SUBTOTAL		\$49,175.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$2,095.00
TOTAL PRICE		\$51,270.00
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

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

conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection and auto start-stop technology (STD)
Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
3.73 Axle Ratio (STD)

INTERIOR

Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest only (STD)
--

WHEELS

Wheels: 16" Silver Steel w/Black Hubcap

ADDITIONAL EQUIPMENT

50-State Emissions System
Rear-Wheel Drive
70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
250 Amp Alternator
3582# Maximum Payload
GVWR: 8,670 lbs
Front Anti-Roll Bar
Electric Power-Assist Steering
25.1 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Hill Hold Control and Electric Parking Brake
Tires: 235/65R16C 121/119 R AS BSW
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper
Black Rear Bumper w/1 Tow Hook
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles

Black Side Mirrors w/Convex Spotter
Short-Arm Manual-Folding Power Adjust Mirrors
Light Tinted Glass
Variable Intermittent Wipers
Fully Galvanized Steel Panels
Black Grille
Front License Plate Bracket
Sliding Rear Passenger Side Door
Split Swing-Out Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off
Headlights-Automatic Highbeams
Laminated Glass
Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control
Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front)
Streaming Audio
Fixed Antenna
Bluetooth Wireless Phone Connectivity
1 LCD Monitor In The Front
4-Way Driver Seat
4-Way Passenger Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Metal-Look Instrument Panel Insert
Front Cloth Headliner
Urethane Gear Shifter Material
Vinyl Front Bucket Seats
Partial Floor Console w/Storage and 3 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Front Only Vinyl/Rubber Floor Covering
Cargo Space Lights

Driver Alert
Pre-Collision Assist w/Automatic Emergency Braking
Passenger-Side B-Pillar Assist Handle
Instrument Panel Bin, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver 1-Touch Down
Power Door Locks w/Autolock Feature
Driver Information Center
Analog Appearance
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
3 12V DC Power Outlets
Ford Co-Pilot360 w/Side Wind Stabilization 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
Lane-Keeping System Lane Departure Warning
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
Back-Up Camera

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Public Works Department Truck. (Cost: \$196,175.35) (<i>Action Item</i>)		
		Date:	10/24/2023

OBJECTIVE

To secure City Council authorization to purchase one (1) new Public Works Department truck from National Auto Fleet Group through the Sourcewell competitive bid program, Contract #091521-NAF.

BACKGROUND

The Public Works Department has one (1) truck that currently meets the City's guidelines for replacement and funding was approved in the FY 2023-2024 Fleet Management Fund's budget. This vehicle is replacing a 1994 Ford F-750 diesel truck with 67,000 miles, VIN#1FDWF80C4SVA0419.

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 bidder.

National Auto Fleet Group
Ford F-550 regular cab (Streets Division)

\$196,175.35*

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

The cost of replacing the vehicle is \$196,175.35, and will be funded in the Fleet Management Fund. There is no impact to the City's General Fund. The surplus equipment will be sold at a public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$196,175.35 to National Auto Fleet Group for the purchase of one (1) new Public Works Department truck.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Nation Auto Fleet Group Quote	10/11/2023	Backup Material	National_Auto_Fleet_Group_quote.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

9/22/2023

10/10/2023 Re-Configured

Quote ID: **25881 R2**

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 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB 84" CA, Pacific Est 21333 Sign Truck + 2,000.00 Handeling) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$58,370.00	\$57,351.00	1.746 %	\$1,019.00
Pacific Est 21333		\$122,753.00		
Sign Truck + 2,000.00 Handeling				
Tax (8.7500 %)		\$15,759.10		
Tire fee		\$12.25		
Transportation		\$300.00		
Total		\$196,175.35		

- 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



QUOTATION

pacific truck equipment inc.

11655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

DATE ENTERED 9/28/2023		CUST. P.O.	TERMS COD YES	TAXABLE YES NO		ESTIMATE # 21333
TO	TO STEVE SUDDUTH@C/O GARDEN GROVE FROM: JEFF @ PACIFIC TRUCK EQUIPMENT	DATE REQUESTED 7/20/2023	TRUCK DUE DATE			
		BUYER'S NAME KEVIN BUZZARD	WRITTEN BY J.K.			
		HOW SHIP				

SHIP TO	SIGN POSTING TRUCK	SPECIFICATIONS	
		MAKE / MODEL / YEAR / COLOR / C.A DIM FORD,F-550,23,MATCH,84"CA	
		DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB DRW	

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
A	1	PACIFIC MODEL #132402054 VS PAINTED WHITE AND INSTALLED	120,753.00	120,753.00T
B	1	COMPARTMENT ARRANGEMENT 24"-38"-40"-30"	0.00	0.00T
C	1	C.S. AND S.S. #1 COMPARTMENTS RAISED TO 60" HIGH AND TO BE A TRANSVERSE COMPT. WITH A CENTER DIVIDER MAKING EACH COMPT. 47" DEEP. EACH COMPT. WILL BE DIVIDED FOR SIGN STORAGE PER SKETCH	0.00	0.00T
D	1	STEEL DIA PLATE COMPT. TOPS TO COVER #3 AND #4 COMPTS. BOTH SIDES		0.00T
E	1	C.S. AND S.S. #2 COMPTS. TO BE 38"L X 22"HIGH X 20"DEEP WITH A DROP DOWN FRONT DOOR. THESE COMPARTMENTS TO REMAIN EMPTY	0.00	0.00T
F	1	FABRICATE AND INSTALL (2)EA SLIDE OUT MAN BASKETS WITH 750# CAPACITY WITH 1 1/2" X 1 1/2" X .083 WALL TUBING CONSTRUCTION. MAN BASKETS SHALL HAVE A DIA PLATE FLOOR AND SHALL LOCK INTO OPEN AND CLOSED POSITIONS. DIA PLATE FLOOR TO BE SPRAY LINED. EACH BASKET WILL BE INSTALLED OVER TOP OF EACH #2 COMPT. 1 EACH SIDE. BASKETS TO BE 33" HIGH X 37" DEEP X 37" LONG (APPROX).	0.00	0.00T
G	1	C.S. AND S.S. #3 HORIZONTAL COMPARTMENTS TO HAVE (2)EA 4" DEEP 250# CAP ROLLOUT DRAWERS STACKED TO BOTTOM OF COMPARTMENT AND CAPPED OFF WITH A FIXED SHELF	0.00	0.00T
H	1	C.S. #4 COMPT. TO HAVE SMALL OXY AND ACE BOTTLE BRACKETS AND LOUVERS WITH HOSE WRAP HOOKS ON INSIDE OF DOOR.	0.00	0.00T
I	1	S.S. #4 COMPT. TO HAVE (1)EA SWIVEL JACK HAMMER HOLDER WITH A 6 STATION CLAY SPADE HOLDER INSTALLED	0.00	0.00T

Sub Total

Sales Tax

Total

QUOTATION

pacific truck equipment inc.

11655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

DATE ENTERED 9/28/2023		CUST. P.O.	TERMS COD YES	TAXABLE YES NO		ESTIMATE # 21333
TO	TO STEVE SUDDUTH@C/O GARDEN GROVE FROM: JEFF @ PACIFIC TRUCK EQUIPMENT	DATE REQUESTED 7/20/2023	TRUCK DUE DATE			
		BUYER'S NAME KEVIN BUZZARD	WRITTEN BY J.K.			
		HOW SHIP				
SHIP TO	SIGN POSTING TRUCK	SPECIFICATIONS MAKE / MODEL / YEAR / COLOR / C.A DIM FORD,F-550,23,MATCH,84"CA DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB DRW				

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
J	1	(1)EA CUSTOM NOTCH OUT IN CENTER OF TRANSVERSE COMPT. AT REAR FROM BED AREA 21" WIDE X 11" HIGH FULL LENGTH TO FRONT BULKHEAD PANEL FOR SIGN POST STORAGE OF 132" IN CENTER OF BED AREA	0.00	0.00T
K	1	SPRAY LINER ENTIRE BED AREA, COMPT. TOPS, FLOORS ONLY OF MAN BASKETS, TOP OF 6" REAR CHANNEL STEP AND TOP OF FLIP LID ON REAR PLATFORM BUCKET STORAGE COMPT.	0.00	0.00T
L	1	FABRICATE AND INSTALL (1)EA 22" LONG REAR FLIP TOP 5 GALLON BUCKET STORAGE PLATFORM PER SKETCH. 94"WIDE X 18" HIGH X 22"LONG WITH HINGED DIA PLATE LID PER PHOTO.	0.00	0.00T
M	1	(1) EA V-MAC VR150 INSTALLED AND PLUMBED TO HOSE REEL	0.00	0.00T
N	1	FURNISH AND INSTALL (1)EA REELCRAFT MODEL #f83050-OLP HOSE REEL WITH 50' OF 3/4" HOSE LOCATED AT C.S. REAR OF BED AREA PER PHOTO.	0.00	0.00T
O	1	FURNISH AND INSTALL (1)EA WANCO MODEL #WFP180B6-LSAC L.E.D. ARROWBOARD 36" X 72" 180 DEGREE WITH POWER LIFT. ARROWBOARD TO BE INSTALLED ON TOP OF TRANSVERSE COMPT. AT FRONT OF SERVICE BODY	0.00	0.00T
P	1	FABRICATE AND INSTALL (1)EA RECEIVER TUBE STYLE REMOVABLE VISE MOUNT ON C.S. BOTTOM OF REAR PLATFORM PER SKETCH	0.00	0.00T
Q	1	FURNISH AND INSTALL (2)EA CABLE STEPS UNDER 6" CHANNEL STEP PER PHOTO	0.00	0.00T
R	1	FURNISH AND INSTALL (2)EA REAR GRAB HANDLES 1 ON EACH REAR END PANEL	0.00	0.00T
S	1	FURNISH (1)EA WATER CASK BRACKET (LOOSE)	0.00	0.00T

Sub Total

Sales Tax

Total

QUOTATION

pacific truck equipment inc.

11655 e. washington blvd. whittier, ca 90606-2424

562/464-9674 fax 562/464-6067

DATE ENTERED 9/28/2023		CUST. P.O.	TERMS COD YES	TAXABLE YES NO		ESTIMATE # 21333
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		BUYER'S NAME KEVIN BUZZARD	WRITTEN BY J.K.			
		HOW SHIP				
		SPECIFICATIONS				
SHIP TO	SIGN POSTING TRUCK	MAKE / MODEL / YEAR / COLOR / C.A DIM FORD,F-550,23,MATCH,84"CA				
		DUAL-SNGL / TIRE SIZE / 4-WHL DR. / PKTS / EXT. CAB DRW				

ITEM	QUAN	DESCRIPTION	UNIT PRICE	Sub Total
T	1	FURNISH AND INSTALL (2)EA WHELEN MODEL #MCRNSA L.E.D. AMBER STROBES AS HIGH IN FRONT GRILL AS POSSIBLE TO CLEAR POST PULLER	0.00	0.00T
U	1	FURNISH AND INSTALL (2)EA WHELEN MODEL #L41AP L.E.D. AMBER STROBE LIGHTS WITH MODEL #L40BG BRANCH GUARDS 1 ON EACH SIDE OF ARROWBOARD	0.00	0.00T
V	1	FURNISH AND INSTALL (2)EA WHELEN MODEL #508 LINEAR STROBE LIGHTS SURFACE MOUNTED ON REAR END PANELS WITH CHROME TRIM RINGS 1 ON EACH REAR END PANEL PER PHOTO	0.00	0.00T
W	1	L.E.D. LEGAL LIGHTS INSTALLED IN REAR FACIA PANEL	0.00	0.00T
X	1	6" REAR CHANNEL STEP SPRAY LINED	0.00	0.00T
Y	1	INSTALL FACTORY SUPPLIED BACK UP CAMERA TO O.E.M. FACTORY BACK UP CAMERA SYSTEM	0.00	0.00T
Z	1	(1) EA LINE - WISE MODEL #PPF-295 30,000# CAP POST PULLER INSTALLED AT FRONT BUMPER	0.00	0.00T

Sub Total	\$120,753.00
Sales Tax	
Total	

Sourcewell Quote ID: 25881 R2 10/10/2023

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
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	Description
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
TIRES	
Code	Description
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
Z1	Oxford White
SEAT TYPE	
Code	Description
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
ADDITIONAL EQUIPMENT	
Code	Description
86M	Dual 68 AH/65 AGM Battery
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp
68M	GVWR: 19,500 lb Payload Plus Upgrade Package, -inc: upgraded frame, rear-axle and low deflection/high capacity rear springs, Increases max RGAWR to 14,706 lbs, Note: See Order Guide Supplemental Reference for further details on GVWR
512	Spare Tire & Wheel, -inc: Excludes carrier, 6-Ton Hydraulic Jack
18B	Platform Running Boards
153	Front License Plate Bracket
61J	6-Ton Hydraulic Jack
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
43C	110V/400W Outlet
OPTION PACKAGE	
Code	Description

660A	Order Code 660A
------	-----------------

2024 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA

WINDOW STICKER

2024 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA

CODE	MODEL	MSRP
F5G	2024 Ford Super Duty F-550 DRW XL 2WD Reg Cab 169" WB 84" CA	\$54,020.00
OPTIONS		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)	\$0.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	\$0.00
TGJ	Tires: 225/70Rx19.5G BSW A/P, (STD)	\$0.00
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	\$0.00
86M	Dual 68 AH/65 AGM Battery	\$0.00
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp	\$115.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package, -inc: upgraded frame, rear-axle and low deflection/high capacity rear springs, Increases max RGAWR to 14,706 lbs, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00
512	Spare Tire & Wheel, -inc: Excludes carrier, 6-Ton Hydraulic Jack	\$350.00
18B	Platform Running Boards	\$320.00
153	Front License Plate Bracket	\$0.00
61J	6-Ton Hydraulic Jack	INC
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
43C	110V/400W Outlet	\$0.00
660A	Order Code 660A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$56,375.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,995.00
TOTAL PRICE	\$58,370.00

Est City: 18 (2023) MPG
Est Highway: 25 (2023) MPG
Est Highway Cruising Range: 615.00 mi

conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail (STD)
4.88 Axle Ratio (STD)

EXTERIOR

Tires: 225/70Rx19.5G BSW A/P (STD)

WHEELS

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
--

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 250 Amp Alternator
Towing Equipment -inc: Brake Controller and Trailer Sway Control
Trailer Wiring Harness
11370# Maximum Payload
GVWR: 18,000 lbs Payload Package
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Upfitter Switches
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 5G Mobile Hotspot Internet Access
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes Date: 10/24/2023
from the meeting held on
October 10, 2023. (*Action
Item*)

Attached are the minutes from the meeting held on October 10, 2023, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	10/18/2023	Minutes	cc-min_10_10_2023.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, October 10, 2023

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

CONVENE CLOSED SESSION

At 5:40 p.m., Mayor Jones convened closed session.

<u>ROLL CALL</u>	PRESENT:	(6)	Council Members O'Neill, Tran, DoVinh, Klopfenstein, Mayor Pro Tem Brietigam, Mayor Jones
	ABSENT:	(1)	Council Member Nguyen-Penaloza was absent at Roll Call, but joined the meeting at 5:45 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Existing litigation per Government Code 54956.9(a): One case.

Prior to adjourning into closed session, the City Attorney announced that the Council will meet in closed session to discuss existing litigation in the matter of Hernandez vs. Garden Grove, California C.R.D. Case No. 202305-20737419.

ADJOURN CLOSED SESSION

At 6:30 p.m., Mayor Jones adjourned closed session.

CONVENE REGULAR MEETING

At 6:37 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

INVOCATION

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

ADOPTION OF A PROCLAMATION RECOGNIZING JOE HAMMER AND ANDREA PEREZ FOR BEING NAMED THE 2023-2024 GARDEN GROVE CHAMBER OF COMMERCE MAN AND WOMAN OF THE YEAR (F: 83.1.2023)

Mayor Jones pulled this item forward, and requested City Council action.

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

A Proclamation recognizing Joe Hammer and Andrea Perez for being named the 2023-2024 Garden Grove Chamber of Commerce Man and Woman of the Year, be adopted.

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

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

ADOPTION OF A PROCLAMATION RECOGNIZING RED RIBBON WEEK FROM OCTOBER 23 TO OCTOBER 31, 2023 (F: 83.1.2023)

Mayor Jones pulled this item forward, and requested City Council action.

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

A Proclamation recognizing Red Ribbon week from October 23 to October 31, 2023, be adopted.

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

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

ADOPTION OF A PROCLAMATION DECLARING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH IN GARDEN GROVE (F: 83.1.2023)

Mayor Jones pulled this item forward, and requested City Council action.

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

A Proclamation declaring October as Domestic Violence Awareness Month in Garden Grove, be adopted.

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

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

COMMUNITY SPOTLIGHT IN RECOGNITION OF JOE HAMMER AND ANDREA PEREZ FOR BEING NAMED THE 2023-2024 GARDEN GROVE CHAMBER OF COMMERCE MAN AND WOMAN OF THE YEAR

COMMUNITY SPOTLIGHT IN RECOGNITION OF SAMANTHA CABRERA, FROM BE WELL OC IN GARDEN GROVE, FOR RECEIVING A FIRST RESPONDER AWARD FROM THE ORANGE COUNTY BUSINESS COUNCIL

LEGISLATIVE UPDATE FROM DISTRICT 36 CALIFORNIA STATE SENATOR JANET NGUYEN

Following the Legislative Update, City Manager Kim introduced and called forward Terese Caiazzo, DAP Chair for Garden Grove Elks Lodge #1962, and "Elroy", Elks Mascot, to be presented the Proclamation recognizing Red Ribbon week from October 23 to October 31, 2023.

Following the presentation of proclamation to the Garden Grove Elks Lodge #1962, City Manager Kim introduced and called forward Shakoya Green Long, CEO with Thomas House, and Dr. Nefta Pereda with Radiant Futures, to be presented the proclamation declaring October as Domestic Violence Awareness Month in Garden Grove.

ORAL COMMUNICATIONS

Speakers: Connor Medina – CalCities Regional Public Affairs Manager, Orange County Division, Marshall Goodman - Mayor Pro Tem, City of La Palma and CalCities Orange County Division President, Nicholas Dibs, Kurt Schurski

Written Communications: Nicholas Dibs

RECESS

At 7:23 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:39 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF A PROCLAMATION RECOGNIZING JOE HAMMER AND ANDREA PEREZ FOR BEING NAMED THE 2023-2024 GARDEN GROVE CHAMBER OF COMMERCE MAN AND WOMAN OF THE YEAR (F: 83.1.2023)

This matter was heard earlier in the meeting.

ADOPTION OF A PROCLAMATION RECOGNIZING RED RIBBON WEEK FROM OCTOBER 23 TO OCTOBER 31, 2023 (F: 83.1.2023)

This matter was heard earlier in the meeting.

ADOPTION OF A PROCLAMATION DECLARING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH IN GARDEN GROVE (F: 83.1.2023)

This matter was heard earlier in the meeting.

ADOPTION OF A PROCLAMATION DECLARING OCTOBER 22ND THROUGH OCTOBER 28TH AS CHILDHOOD LEAD POISONING PREVENTION WEEK IN GARDEN GROVE (F: 83.1.2023)

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

A Proclamation declaring October 23-29, 2023 as Childhood Lead Poisoning Prevention Week in Garden Grove, be adopted.

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

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

APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL INC. TO PROVIDE PROFESSIONAL GRANT ADMINISTRATIVE SERVICES (F: 55-MICHAEL BAKER INTERNATIONAL, INC.)

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

Amendment No. 2 to the Agreement with Michael Baker International, Inc., be approved; and

The City Manager be authorized to execute Amendment No. 2 on behalf of the City.

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

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

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR ONE (1) NEW PUBLIC WORKS DEPARTMENT TRUCK AND TWO (2) NEW SUV'S

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

The Finance Director be authorized to issue a purchase order in the amount of \$213,782.70 to National Auto Fleet Group for the purchase of one (1) new Public Works Department truck and two (2) new SUV's;

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

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

RECEIVE AND FILE MINUTES FROM THE MEETINGS HELD ON AUGUST 22, 2023, AND SEPTEMBER 26, 2023 (F: Vault)

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

Minutes from the meetings held on August 22, 2023 and September 26, 2023, be received and filed as submitted or amended.

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

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

WARRANTS

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

Demands covered by EFT numbers 00028516 through 00029158 and check numbers 00185562 through 00185576 inclusive and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed.

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

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

WAIVER

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

Full reading of ordinances listed be waived.

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

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

PUBLIC HEARING – INTRODUCTION AND FIRST READING TO CONSIDER ADOPTING AN ORDINANCE APPROVING AMENDMENT NO. A-037-2023; AND ADOPTION OF A RESOLUTION TO CONSIDER APPROVING GENERAL PLAN AMENDMENT NO. GPA-002-2023 THAT INCLUDES UPDATES TO THE ADOPTED 2021-2029 HOUSING ELEMENT (F: 115.A-037-2023) (XR: 20.GPA-002-2023)

Following staff introduction and PowerPoint presentation, Mayor Jones opened the public hearing.

Speaker: Nicholas Dibs, Kurt Schurski

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

Mayor Pro Tem Brietigam commended staff for their work on the Housing Element. He stated that these are state-mandated requirements and the City is required to accommodate over nineteen-thousand new homes which includes Additional Dwelling Units (ADUs). Unfortunately, if the City does not meet the requirement, the City could face fines and other ramifications. He expressed his disagreement with such mandates and stated he would not be supporting this action.

Council Member O'Neill clarified that the City is not building structures specifically, but the City is required to plan and approve Zoning and Overlay Maps to accommodate the mandated nineteen-thousand RHNA units.

Council Member Tran reiterated that the City worked vigorously to appeal the RHNA allocated units requirement and she thanked staff for their hard work. She also shared that the City has received praise for how it is handling Additional Dwelling Units (ADUs).

Council Member DoVinh expressed support for approving the Housing Element which meets the RHNA requirements.

Council Member Klopfenstein asked the community to reach out to the City Council or City staff for more detailed information on the history and process of the current Housing Element. She thanked staff for all their hard work in the very complex process.

Council Member Nguyen-Penalzoa noted the significant impact to District 6, but also highlighted the benefit of increased housing units so that younger generations are afforded an opportunity of future home ownership. She thanked staff for their hard work in this process.

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

Resolution No. 9825-23 entitled: A Resolution of the City Council of the City of Garden Grove approving General Plan Amendment No. GPA-002-2023 to update the adopted 2021-2029 Housing Element and to amend the General Plan Land Use Designation of a property located at 13621 Harbor Boulevard (Assessor's Parcel No. 100-123-01), from Industrial (I) to International West Mixed Use (IW), be adopted.

Ordinance No. 2943 entitled: An Ordinance of the City Council of the City of Garden Grove approving Zoning Map Amendment No. A-037-2023 to revise the City's official Zoning Map to implement the updates to the adopted 2021-2029 Housing Element and to clarify the sites intended to be included in the International West Mixed Use Overlay and the Industrial/Residential Mixed Use 1 Overlay pursuant to Ordinance No. 2925, be adopted.

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

Ayes: (6) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen-Penaloza, Jones
Noes: (1) Brietigam
Absent: (0) None

APPROVAL OF AMENDMENT NO. 6 TO THE AGREEMENT WITH CT&T CONCRETE PAVING, INC., FOR ON-CALL CONCRETE REPAIR AND REPLACEMENT
(F: CT&T CONCRETE PAVING, INC.)

Following staff introduction, Council Member Tran highlighted that Public Works was able to complete a project with approximately a one-million dollar savings from the original quoted cost; she commended staff for achieving this cost-savings for the City.

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

Amendment No. 6 to the Agreement with CT&T Concrete Paving, Inc., for a one-time increase of \$984,000 to the current annual contract amount of \$900,000, for a total of \$1,884,000 to cover the costs of the Valley View, Belgrave, and Emerald Flood Control Channel Improvements, be approved; and

The City Manager be authorized to execute Amendment No. 6 to the contract with CT&T Concrete Paving, Inc., and make minor modifications as necessary.

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

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

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

UPDATE ON THE COMPREHENSIVE STRATEGIC PLAN TO ADDRESS HOMELESSNESS (FISCAL YEARS 2021-22 AND 2022-23) AS REQUESTED BY CITY MANAGER KIM (F: 117.15) (XR: 57.1)

Following an introduction by Economic Development Director, Luna-Reynosa, Christy Le, Homeless Liaison Analyst, provided an overview of the City's updated Comprehensive Strategic Plan to Address Homelessness (CSPAH).

The CSPAH outlines the City's ongoing initiatives, accomplishments, prioritized objectives and strategic actions for addressing homelessness. The strategic plan has since served as the City's 5-year roadmap to address the growing demand for homeless services and the rising homeless population in Garden Grove.

The CSPAH delineates five (5) key goals and associated strategic actions:

- Goal 1: Enhance community engagement efforts regarding homelessness, and raise awareness around available resources and best practices.
- Goal 2: Improve and expand homelessness prevention efforts.
- Goal 3: Enhance data tracking and homeless outreach activities among city staff and service providers.
- Goal 4: Explore options to enhance emergency housing solutions.
- Goal 5: Increase production of and access to affordable and supportive housing.

During Fiscal Year 2022-23, the City provided assistance to a total of 12,228 homeless individuals. Out of the 12,228 individuals served:

- The Garden Grove Police Department Special Resource Team (SRT) made contact with 5,989 individuals;
- BeWell OC Mobile Response Unit assisted 4,509 individuals;
- 170 of the 532 emergency shelter bed referrals successfully achieved permanent housing;
- 380 individuals received support through rapid rehousing; and
- A total of 590 housing vouchers were offered.

Furthermore, several notable program management accomplishments include:

- BeWell OC Mobile Response Unit: On July 25, 2023, Council approved an extension for the service agreement for FY 2023-24 through FY 2027-28.
- The launch of the *CalOptima Health Street Medicine Program*, Orange County's first street medicine program, which has enrolled 85 individuals, including plans for a Street Medicine Support Center currently underway.
- Partnered with *Caltrans* for the Fencing Improvement Project to address aesthetics and security within Caltrans right-of-way and provide access to SRT for more effective street outreach enhancement.

- Construction of the *Central Cities Navigation Center (CCNC)* is 35% complete with the operator selected and providing input on the design/construction.
- *Jobs 1st Program* successfully assisted 15 Garden Grove businesses resulting in the creation or retention of 47 low-income jobs.
- City awarded \$1.9 million Encampment Grant funds.

It should be noted that accomplished strategic actions are updated to maintain relevancy and effectiveness in meeting the present demand for homeless services.

Lastly, staff shared that the updated CSPAH can be found on the City website at: <https://ggcity.org/addressing-homelessness>

A REPORT OF THE RECENT ANYANG SISTER CITY 50TH ANNIVERSARY VISIT AND TOURISM PROGRAM REPORT THAT TOOK PLACE FROM SEPTEMBER 17-23, 2023
(F: 102.3)

Deputy Director of Economic Development, Greg Blodgett, provided an introduction and update as follows:

To commemorate the Anyang City 50th anniversary, the City delegation took part in the Opening Ceremony along with various events, media interviews and symposiums. The City delegation also incorporated Tourism Program in partnership with Visit Anaheim to actively promote the Grove District as a premier tourism destination. The Grove District continues to be a critical driver of economic development in Garden Grove, contributing significantly to the City's revenue, which reached \$28.5 million by the end of FY 22-23, and providing employment opportunities for over 3,500 individuals.

Key Activities in Seoul, Korea

The delegation comprised of Garden Grove city leaders, and Orange County partners, including The Great Wolf Lodge Southern California, Hilton Hampton and Homewood Suites, and Visit Anaheim (which included representatives from the Westin South Hotel, South Coast Plaza, Disneyland, and the Richard Nixon Library) conducted the tourism mission in Seoul, Korea. The delegation participated in market briefings that highlighted key travel and tourism trends. Garden Grove representatives also presented the Grove District to over 75 Korean travel trade partners and key media companies, including: Biz World News, CBS, Digital Conversion, Discovery News, Asiana Airlines, Korean Travel Times, Maeil Business Newspaper, Open News, Tour Korea, Travel Daily, and TTL (Travel and Tourism Leader). Further tourism outreach was achieved through a well-attended influencer event that attracted the top 25 lifestyle and foodie influencers in Korea, significantly enhancing the visibility of the Orange County and Garden Grove market.

Key Sister City Activities with Anyang

For the past four decades, the City of Garden Grove has nurtured a strong bond of friendship, understanding, and cooperation with Anyang. This enduring relationship has been cultivated through the steadfast support of the Sister City Association, an annual student exchange program, various business meetings, and active participation in a public employee exchange program. In 2023, Anyang City celebrated its 50th

anniversary. To mark this occasion, Anyang City extended a warm invitation to the Mayor and City Council resulting in a City delegation attending a commemorative ceremony along with a diverse array of events and seminars that occurred from September 19th to September 22nd, 2023.

Key Activities in Tokyo, Japan

Garden Grove's Deputy Director of Economic Development, in collaboration with partners such as The Great Wolf Lodge Southern California, Hilton Hampton and Homewood Suites, and Visit Anaheim (including representatives from the Westin South Hotel, South Coast Plaza, Disneyland, and the Richard Nixon Library) conducted a dynamic sales mission in Tokyo, Japan. During the sales mission, the delegation participated in a marketing briefing that included updates on travel trends for Japan. Garden Grove also presented the Grove District to major Japanese travel trade companies, included: Disney Tokyo, Brand USA, JTB, HIS, IBJ, USA Embassy Tokyo, Delta Air Lines Korea, Japan Association of Travel Agents (JATA).

In addition, presentations were made to top Japan travel media companies, resulting in a significant social media postings.

Lastly, City Manager Kim also announced that during the tourism program from September 17-19, 2023, no majority of City Council attended the City related tourism activities, while the City Council majority participated in the ceremonial activity in Anyang, South Korea.

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

Council Member Nguyen-Penaloza shared the recent grand opening of Home2Suites Hotel located in District 6, and first Vietnamese-owned hotel in the City. She also highlighted the recently adopted Domestic Violence Awareness Proclamation, as well as the Pregnancy and Infancy Loss Awareness Proclamation, noting the personal significance and urged the community to demonstrate care and compassion.

Council Member Klopfenstein shared that she attended the Gala for John Reynolds Youth K-9 Support Team which was fun and well attended. She thanked the Garden Grove Police Department Motors team for visiting various schools and handing out stickers on Walk-to-School Day, which was on October 4, 2023. Lastly, she highlighted the importance of the Special Resources Team (SRT) and Public Works teams that are constantly handling community clean-up throughout the City and commended their hard work. She noted the importance of recognizing their dedication and hard work by continually and formally highlighting their efforts, which also serves as an opportunity to inform the community about what they do.

Council Member DoVinh shared that the recent visit to Anyang, South Korea was a great experience and is looking forward to all the great things to come. He noted and invited the public to attend the upcoming 2023 World Korean Business Convention scheduled from October 11, 2023 through October 14, 2023 at the Anaheim Convention Center.

Council Member Tran shared that she spoke at Bolsa Grande High School regarding career paths and how students can get involved in the community. She thanked a resident that informed her of the homelessness issue at the 99 Cent Store located at Brookhurst Street and Westminster Avenue. She shared that she met the homeless individual and Be Well OC also responded. She urged the public to report issues like these to the Police Department even when they are located on private property. Council Member Tran stated that she did a ride-along with the Police Department's Special Resources Team (SRT) where she learned about the arduous work they handle on a daily basis. This includes daily removal of loads of trash and responding to trespass complaints where the offenders are subsequently released two hours later. She expressed the need for changing the current laws in order to mitigate ongoing issues. Additionally, she met a group of residents on Trask Avenue and Mickey Street regarding homelessness issues with increased crime like assaults and robberies. These residents have filed code enforcement complaints and are expecting a response by the City. She also shared that on October 1st she attended the Mooncake Festival on Historic Main Street where she was accompanied by Council Member DoVinh and City Manager Lisa Kim. Council Member Tran thanked the Economic Development staff for their work in issuing a fifty-thousand dollar loan for the JOBS 1st Program that assists local businesses with growth and job creation. She urged Garden Grove businesses to reach out to City staff for more information regarding this and other available City programs. On October 24, 2023, she will be attending a senior health fair hosted by Moving Forward. Additionally, Council Member Tran stated that she is spearheading an event making fifty thousand instant meal packages to address hunger and offered other Council Members an invitation to support her cause. Lastly, she wished Mayor Jones a happy birthday.

Council Member O'Neill shared that the Shredding and Community Cleanup event that was held at the Louis Lake Senior Center on Saturday, September 30, 2023 was a success. He also noted that Brookhurst Street from Katella Avenue to Chapman Avenue has been re-striped to include bicycle lanes. Lastly, Council Member O'Neill encouraged the public to report issues like graffiti using the new City App.

Council Member Brietigam wished Mayor Jones a happy birthday. In response to a public comment regarding city infrastructure deficits, he shared that this year City Council priorities are focused on infrastructure, and therefore various infrastructure projects are currently underway throughout the City. Lastly, with the upcoming Halloween holiday, he urged caution and advised parents to check candy noting Senator Janet Nguyen's report on fentanyl poisoning.

City Manager Kim announced that the Asian Pacific Festival, previously known as the Arirang Festival, will be taking place at Garden Grove Park located at 9301 Westminster Boulevard from October 12-15, 2023. She also shared that she and Council Member O'Neill attended the 23rd Annual Elvis Festival on Main Street on Sunday, October 8, 2023. It was a fun event with good music and lots of "Elvis" look-alikes.

City Attorney Sandoval stated that there is no reportable action on the Closed Session item.

ADJOURNMENT

At 8:32 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, October 24, 2023, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Lizabeth Vasquez
Deputy City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Patricia Song
Dept.: City Manager Dept.: Finance
Subject: Receive and file warrants. Date: 10/24/2023
(*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	10/18/2023	Warrants	09292023_PR.pdf
Warrants	10/19/2023	Warrants	10132023_PR.pdf

City of Garden Grove
Certificate of Warrants
Register Date:
Oct 5, 2023

This is to certify the demands covered by EFT numbers 00029159 through 00029801 and check numbers 00185577 through 00185586 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 written over a horizontal line.

Finance Director
Patricia Song

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PY - Payroll

Check Type: CHK

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185577	E05035	NGUYEN, TAN V	10/05/2023	\$49.27
00185578	E00977	BELAIR, DIANE	10/05/2023	\$2,543.60
00185579	E05127	FLORES, ERIKA	10/05/2023	\$160.25
00185580	E05120	NGUYEN, VICKY	10/05/2023	\$390.37
00185581	E05105	RODRIGUEZ, ROGER	10/05/2023	\$693.22
00185582	E05149	VAZQUEZ, ELOISA E	10/05/2023	\$378.77
00185583	E05163	VO, EDWIN N	10/05/2023	\$335.06
00185584	E03529	ROCHA, MICHAEL F	10/05/2023	\$2,334.37
00185585	E05067	SANCHEZ, MARTIN	10/05/2023	\$280.30
00185586	E05168	MACIAS, DANIEL	10/05/2023	\$1,393.48
CHK - Total				\$8,558.69

Check Type: EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00029159	E03973	AVILA, VERONICA	10/05/2023	\$2,813.33
00029160	E03982	BECKLES, CAROL E	10/05/2023	\$49.27
00029161	E04755	BRIETIGAM III, GEORGE S	10/05/2023	\$778.36
00029162	E02788	DAVIS, JEFFREY P	10/05/2023	\$2,088.86
00029163	E05080	DOVINH, JOSEPH T	10/05/2023	\$730.47
00029164	E00803	HADDAD, PAMELA M	10/05/2023	\$3,243.58
00029165	E03612	JONES, STEVEN R	10/05/2023	\$454.04
00029166	E04442	KIM, LISA L	10/05/2023	\$5,567.12
00029167	E04131	KIM, NOELLE N	10/05/2023	\$3,265.64
00029168	E04536	KLOPFENSTEIN, STEPHANIE L	10/05/2023	\$610.29
00029169	E05072	LOPEZ, CARLOS	10/05/2023	\$1,936.99
00029170	E02787	MORAN, MARIE L	10/05/2023	\$3,065.41
00029171	E04537	NGUYEN, KIM B	10/05/2023	\$717.63
00029172	E04534	ONEILL, JOHN R	10/05/2023	\$787.28
00029173	E04528	PARK, SHAWN S	10/05/2023	\$2,841.51
00029174	E04443	POLLOCK, AMANDA M	10/05/2023	\$2,060.92
00029175	E06945	POMEROY, TERESA L	10/05/2023	\$4,026.64
00029176	E01964	PULIDO, ANA E	10/05/2023	\$4,672.56
00029177	E05057	SATO, MICH L	10/05/2023	\$2,717.90

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00029178	E00564	STIPE, MARIA A	10/05/2023	\$34,901.22
00029179	E03715	THAI, KRISTY H	10/05/2023	\$2,585.85
00029180	E05079	TRAN, CINDY NGOC	10/05/2023	\$787.49
00029181	E03983	VASQUEZ, LIZABETH C	10/05/2023	\$2,667.59
00029182	E04971	VITAL, ANDREA	10/05/2023	\$1,964.30
00029183	E04230	WIMMER, MISSY M	10/05/2023	\$2,081.61
00029184	E04944	ANDERSON CAMBA, ASHLEIGH R	10/05/2023	\$2,404.52
00029185	E04764	BRADLEY, JANNA K	10/05/2023	\$2,948.25
00029186	E03766	CERDA, MARY C	10/05/2023	\$2,295.41
00029187	E04673	HART, BRANDI M	10/05/2023	\$1,875.94
00029188	E04363	KWAN, LIANE Y	10/05/2023	\$3,911.45
00029189	E01985	LEE, JANY H	10/05/2023	\$4,886.85
00029190	E03420	PROCTOR, SHERRILL A	10/05/2023	\$2,560.59
00029191	E05078	SANCHEZ, GIOVANNI P	10/05/2023	\$2,253.50
00029192	E04417	STEPHENSON, CAITLYN M	10/05/2023	\$2,462.44
00029193	E02115	STOVER, LAURA J	10/05/2023	\$5,554.26
00029194	E05082	YIN, ARTHUR	10/05/2023	\$2,258.34
00029195	E04390	AMBRIZ, STEPHANIE	10/05/2023	\$1,446.07
00029196	E04445	BROWN, KAREN J	10/05/2023	\$739.00
00029197	E03313	BUI, AI N	10/05/2023	\$1,512.79
00029198	E05068	CASTELLON, ALVARO A	10/05/2023	\$4,495.29
00029199	E04961	CHAO, VICTORIA	10/05/2023	\$1,699.58
00029200	E03686	CHAVEZ, JAIME F	10/05/2023	\$1,728.67
00029201	E03760	CHUNG, JANET J	10/05/2023	\$2,850.64
00029202	E05094	CORTEZ, ELIZABETH M.	10/05/2023	\$2,166.93
00029203	E04957	CURTSEIT, MARIA	10/05/2023	\$2,157.48
00029204	E04960	FUKAZAWA, KEISUKE	10/05/2023	\$2,218.91
00029205	E05055	GAMINO, LINDA M	10/05/2023	\$1,435.67
00029206	E03877	GOMEZ, STEVEN E	10/05/2023	\$1,864.12
00029207	E03016	HERNANDEZ, GARY F	10/05/2023	\$1,822.89
00029208	E04569	HOFFMAN, CORINNE L	10/05/2023	\$2,543.75
00029209	E05167	LOFFLER, SARAH N	10/05/2023	\$1,375.20
00029210	E00057	MANALANSAN, NEAL M	10/05/2023	\$2,256.17
00029211	E01668	MAY, ROBERT W	10/05/2023	\$1,748.38
00029212	E01393	MENDEZ, ANGELA M	10/05/2023	\$2,186.58

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00029213	E03628	MENDOZA, CHRISTI C	10/05/2023	\$2,121.71
00029214	E04958	NGO, TINA	10/05/2023	\$2,927.56
00029215	E04838	NIGATU, SELAMAWIT	10/05/2023	\$3,134.69
00029216	E02429	PHAM, ANH	10/05/2023	\$1,921.37
00029217	E03610	RAMIREZ, EVA	10/05/2023	\$2,154.86
00029218	E04973	RAMOS, NANCY	10/05/2023	\$3,183.98
00029219	E05097	RODRIGUEZ, SEBASTIAN	10/05/2023	\$2,036.78
00029220	E03539	SEGAWA, SANDRA E	10/05/2023	\$3,928.89
00029221	E04780	SONG, YUAN	10/05/2023	\$5,547.02
00029222	E03085	VICTORIA, PAUL E	10/05/2023	\$1,271.42
00029223	E04859	VO, MY TRA	10/05/2023	\$3,074.07
00029224	E03433	WESTON, RETA J	10/05/2023	\$1,675.00
00029225	E04674	WHITTAKER DEGEN, HELEN E	10/05/2023	\$900.96
00029226	E04527	YOO, MEENA	10/05/2023	\$2,464.66
00029227	E04493	ANDREWS, STEVEN F	10/05/2023	\$2,699.05
00029228	E00845	CHANG, TERENCE S	10/05/2023	\$3,005.08
00029229	E05091	ENCISO, MARIA VERONICA M	10/05/2023	\$2,245.41
00029230	E03498	ESPINOZA, VERNA L	10/05/2023	\$2,734.09
00029231	E04523	GALLO, CESAR	10/05/2023	\$3,422.85
00029232	E04415	GOLD, ANNA L	10/05/2023	\$2,313.01
00029233	E04713	HINGCO, ERNIE E	10/05/2023	\$2,368.17
00029234	E02617	KLOESS, GEOFFREY A	10/05/2023	\$4,654.46
00029235	E03571	MORAGRAAN, RACHOT	10/05/2023	\$4,234.85
00029236	E05071	OCHOA, NICOLAS E	10/05/2023	\$2,515.81
00029237	E01277	PROFFITT, NOEL J	10/05/2023	\$3,784.61
00029238	E01901	RAO, ANAND V	10/05/2023	\$7,627.67
00029239	E05027	SANCHEZ MENDOZA, ALFREDO	10/05/2023	\$2,156.94
00029240	E05073	SEYMOUR, DAVID M	10/05/2023	\$958.92
00029241	E04395	SWANSON, MATTHEW T	10/05/2023	\$2,053.79
00029242	E01674	VALENZUELA, ANTHONY	10/05/2023	\$1,809.50
00029243	E00809	VICTORIA, ROD T	10/05/2023	\$2,837.27
00029244	E03014	WILDER, CANDY G	10/05/2023	\$0.00
00029245	E03509	WINSTON, TERREL KEITH	10/05/2023	\$3,205.30
00029246	E03725	ABU HAMDIYYAH, AMEENAH	10/05/2023	\$2,154.45
00029247	E02996	ASHLEIGH, JULIE A	10/05/2023	\$2,190.78

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00029248	E03601	CHUNG, CHRISTOPHER	10/05/2023	\$3,398.21
00029249	E00128	CRAMER, RITA M	10/05/2023	\$2,589.90
00029250	E04394	DAHLHEIMER, BRYSON T	10/05/2023	\$1,023.09
00029251	E04879	DAKE, RYAN J	10/05/2023	\$2,459.77
00029252	E04578	DENT, DAVID A	10/05/2023	\$4,897.23
00029253	E03531	HERNANDEZ, RALPH V	10/05/2023	\$2,459.17
00029254	E04855	HERRERA JR, ARMANDO	10/05/2023	\$1,741.62
00029255	E03410	HODSON, AARON J	10/05/2023	\$2,309.24
00029256	E04716	KASKLA, PRIIT J	10/05/2023	\$2,400.38
00029257	E04959	LE, KENNETH H	10/05/2023	\$2,170.73
00029258	E04490	LY, HUONG Q	10/05/2023	\$2,424.34
00029259	E04194	MARTINEZ, MARIA L	10/05/2023	\$2,893.05
00029260	E03044	MOORE, JUDITH A	10/05/2023	\$2,301.27
00029261	E04635	NGUYEN, PHU T	10/05/2023	\$4,065.95
00029262	E02842	PARRA, MARIA C	10/05/2023	\$3,645.91
00029263	E04992	ROBLES, ALFONSO	10/05/2023	\$2,622.55
00029264	E04862	TRAN, JAKE P	10/05/2023	\$2,088.75
00029265	E05048	TUONG, NGHIA T	10/05/2023	\$2,304.89
00029266	E05053	VU, VINNY X	10/05/2023	\$1,811.78
00029267	E05150	WETZEL, NIKI	10/05/2023	\$4,697.21
00029268	E03643	ALVARADO, YOLANDA A	10/05/2023	\$1,937.90
00029269	E04771	BAILOR, REBECCA J	10/05/2023	\$682.22
00029270	E04988	BAUTISTA, BRENDA	10/05/2023	\$2,140.46
00029271	E04262	BEARD, ALEX C	10/05/2023	\$217.15
00029272	E02658	CAMARENA, RACHEL M	10/05/2023	\$2,218.49
00029273	E01588	CAMARENA, RENE	10/05/2023	\$2,460.96
00029274	E01902	CASILLAS, VICTORIA M	10/05/2023	\$2,809.26
00029275	E05101	CASTANEDA, LILIANA	10/05/2023	\$309.57
00029276	E05121	CASTRO PEREZ, ANDREA	10/05/2023	\$150.05
00029277	E05058	CATAQUIZ, CHARLIZE N	10/05/2023	\$127.47
00029278	E03304	CHUMACERO, DEANNA M	10/05/2023	\$1,363.77
00029279	E04611	CROSS, AMANDA D	10/05/2023	\$2,056.96
00029280	E04653	DIAZ, GABRIELA	10/05/2023	\$952.95
00029281	E05013	DINH, TIFFANY	10/05/2023	\$382.41
00029282	E05090	ESCARENO, MELISSA	10/05/2023	\$375.13

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00029283	E05158	FABIAN, SHARON J	10/05/2023	\$349.63
00029284	E05015	FALETOI, TERRY U	10/05/2023	\$200.37
00029285	E02120	FRAUSTO, LUIZ F	10/05/2023	\$216.05
00029286	E04679	FREEMAN, MARK C	10/05/2023	\$4,054.78
00029287	E05019	FUENTES, DIANA	10/05/2023	\$510.80
00029288	E04481	GARCIA, JARED D	10/05/2023	\$504.45
00029289	E04253	GARCIA, VANESSA L	10/05/2023	\$591.88
00029290	E05069	GARCIA, VERONICA	10/05/2023	\$175.27
00029291	E03337	GODDARD, JENNIFER DANIELLE	10/05/2023	\$2,883.51
00029292	E00940	GRANT, JACOB R	10/05/2023	\$2,172.00
00029293	E04967	HASHEMI, SETAREH	10/05/2023	\$517.84
00029294	E05152	HERNANDEZ, CLARISSA	10/05/2023	\$451.61
00029295	E05147	LE, WILSON D	10/05/2023	\$502.60
00029296	E05032	LEE, JASON J	10/05/2023	\$302.74
00029297	E03603	MA AE, ELAINE M	10/05/2023	\$3,214.37
00029298	E05140	MARTINEZ, ERICK	10/05/2023	\$590.60
00029299	E05148	MAZARIEGOS, ALEXA X	10/05/2023	\$332.33
00029300	E01552	MEDINA, JESUS	10/05/2023	\$1,819.31
00029301	E00455	MEDINA, JUAN	10/05/2023	\$2,479.97
00029302	E02808	MONTANCHEZ, JOHN A	10/05/2023	\$6,094.55
00029303	E05128	NAEA, IRIEANNA M	10/05/2023	\$305.93
00029304	E05126	NGO, Y N	10/05/2023	\$80.12
00029305	E04947	NGUYEN, ALEXANDER H	10/05/2023	\$400.62
00029306	E04391	NICHOLAS, NOEL N	10/05/2023	\$1,574.60
00029307	E04931	NODAL, NATALIE	10/05/2023	\$309.57
00029308	E00785	OCADIZ HERNANDEZ, GABRIELA	10/05/2023	\$3,533.07
00029309	E04965	ORDUNO, SAMANTHA	10/05/2023	\$650.10
00029310	E03881	PANGAN, CHRISTIAN	10/05/2023	\$141.20
00029311	E05164	PARCELL, SAMANTHA M	10/05/2023	\$783.02
00029312	E03361	PELAYO, JANET E	10/05/2023	\$4,261.58
00029313	E05137	PHAN, BRYAN L	10/05/2023	\$203.95
00029314	E04777	PHAN, EDOUARD T	10/05/2023	\$557.00
00029315	E03893	PICKRELL, ARIELLE	10/05/2023	\$500.23
00029316	E05116	PRADO, ALEXA	10/05/2023	\$462.08
00029317	E02754	REYNOSO, SUGEIRY	10/05/2023	\$2,690.37

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00029318	E05103	RODRIGUEZ, MATTHEW S	10/05/2023	\$583.33
00029319	E03362	ROMERO, MARINA Y	10/05/2023	\$2,148.99
00029320	E04684	ROSALES, MARIA D	10/05/2023	\$528.38
00029321	E04614	ROSAS, TANYA	10/05/2023	\$413.14
00029322	E04933	ROSAS, VANESSA	10/05/2023	\$94.69
00029323	E01893	SAUCEDO, DANA MARIE	10/05/2023	\$2,764.41
00029324	E00925	SCHLUMPBERGER, EMERON J	10/05/2023	\$1,111.90
00029325	E04926	SERNA, SAMANTHA M	10/05/2023	\$288.39
00029326	E04795	SIEVE, MYCHAELLA J	10/05/2023	\$295.04
00029327	E05151	SORIANO, KIMBERLY A	10/05/2023	\$547.14
00029328	E05030	TRIGGS, MARY SHANNON	10/05/2023	\$167.92
00029329	E04924	TU, KATHY	10/05/2023	\$218.52
00029330	E01396	VALDIVIA, CLAUDIA	10/05/2023	\$3,754.37
00029331	E00015	VAN SICKLE, JEFFREY	10/05/2023	\$2,727.90
00029332	E04687	VARGAS, SAMANTHA B	10/05/2023	\$308.13
00029333	E05046	VARGAS-CABRERA, ARMANDO	10/05/2023	\$298.64
00029334	E05017	VARGAS-SERNA, KELLY	10/05/2023	\$21.85
00029335	E05018	VILLEGAS, MIA A	10/05/2023	\$174.82
00029336	E04609	VIRAMONTES, JACOB D	10/05/2023	\$727.02
00029337	E04274	WILMES, DAVID M	10/05/2023	\$608.13
00029338	E05070	XOOL VARGAS, RUDY G	10/05/2023	\$211.24
00029339	E05076	XU, CHARLIE	10/05/2023	\$138.40
00029340	E03819	ALAMILLO, MARCOS R	10/05/2023	\$4,972.16
00029341	E03712	ALARCON, CLAUDIA	10/05/2023	\$3,756.32
00029342	E03616	ALCARAZ, MARIA A	10/05/2023	\$2,425.69
00029343	E00121	ALLISON, WILLIAM	10/05/2023	\$5,583.27
00029344	E04873	ALVARADO, MADELINE M	10/05/2023	\$2,076.46
00029345	E04080	ALVAREZ BROWN, RICHARD A	10/05/2023	\$0.00
00029346	E05028	AMAYA, JOSE J	10/05/2023	\$4,458.29
00029347	E03011	ANDERSON, BOBBY B	10/05/2023	\$3,778.44
00029348	E05040	ARCHULETA, ANDREW M	10/05/2023	\$2,622.70
00029349	E01234	ARELLANO, PEDRO R	10/05/2023	\$4,367.84
00029350	E04875	ARROYO, SANDRA M	10/05/2023	\$2,179.85
00029351	E04497	ASHBAUGH, TIMOTHY R	10/05/2023	\$3,686.63
00029352	E03397	ASHBY, PAUL W	10/05/2023	\$3,679.81

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00029353	E04719	ATWOOD, MARIA S	10/05/2023	\$2,384.37
00029354	E04613	AVALOS JR, FRANCISCO	10/05/2023	\$2,478.53
00029355	E04550	BAEK, SHARON S	10/05/2023	\$2,548.00
00029356	E05062	BAEZ, JASMIN	10/05/2023	\$654.13
00029357	E04209	BAINTO, JUDY A	10/05/2023	\$530.79
00029358	E04778	BAKER, COLLIN E	10/05/2023	\$2,864.97
00029359	E03005	BANKSON, JOHN F	10/05/2023	\$4,329.50
00029360	E04645	BARRAZA, RENE	10/05/2023	\$4,344.99
00029361	E05041	BARRIOS-ROA, JAYDE D.	10/05/2023	\$2,387.83
00029362	E04432	BEHZAD, JOSHUA K	10/05/2023	\$2,309.33
00029363	E04951	BELLO, ANGELICA	10/05/2023	\$1,786.01
00029364	E03006	BELTHIUS, LISA A	10/05/2023	\$278.61
00029365	E04976	BELTHIUS, TYLER E	10/05/2023	\$524.44
00029366	E04753	BERENGER, BEAU A	10/05/2023	\$4,624.61
00029367	E03296	BERESFORD, EVAN S	10/05/2023	\$3,723.52
00029368	E01604	BERLETH, RYAN S	10/05/2023	\$2,887.62
00029369	E03443	BLUM, JAMES A	10/05/2023	\$4,775.84
00029370	E03363	BOWEN, GENA M	10/05/2023	\$2,468.03
00029371	E04767	BOWMAN, TROY F	10/05/2023	\$3,008.23
00029372	E04963	BOYENS III, ROBERT	10/05/2023	\$3,050.68
00029373	E00946	BRAME, KAREN D	10/05/2023	\$3,844.81
00029374	E04803	BRANTNER, BRITTANEE N	10/05/2023	\$1,906.04
00029375	E05083	BRITTON, CODY W	10/05/2023	\$2,393.82
00029376	E03380	BROWN, JEFFREY A	10/05/2023	\$5,532.56
00029377	E03968	BRUNICK, CARISSA L	10/05/2023	\$1,587.23
00029378	E05074	BUJANONDA, CHANON	10/05/2023	\$2,850.67
00029379	E02031	BURILLO, RICHARD O	10/05/2023	\$5,232.85
00029380	E03972	BUSTILLOS, RYAN V	10/05/2023	\$3,532.00
00029381	E05077	CAGLE, RONALD L	10/05/2023	\$1,996.72
00029382	E03964	CAMARA, DANIEL A	10/05/2023	\$2,834.34
00029383	E04074	CAMPOS, JESENIA	10/05/2023	\$2,315.67
00029384	E03739	CAPPS, THOMAS A	10/05/2023	\$4,352.84
00029385	E05002	CARBALLO, MILTON A	10/05/2023	\$2,352.74
00029386	E02372	CENTENO, JUAN C	10/05/2023	\$5,081.30
00029387	E03607	CHANG, DAVID Y H	10/05/2023	\$2,246.76

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00029388	E03481	CHAURAN HAIRGROVE, TAMMY L	10/05/2023	\$2,796.18
00029389	E04498	CHEATHAM, JEROME L	10/05/2023	\$3,909.26
00029390	E03423	CHOWDHURY, JACINTA F	10/05/2023	\$1,946.73
00029391	E04414	CHUNG, RANDY G	10/05/2023	\$353.21
00029392	E00003	CIBOSKY, COURTNEY P	10/05/2023	\$3,114.18
00029393	E04539	CLASBY JR, BRIAN M	10/05/2023	\$123.58
00029394	E04872	CORNETT, KRISTINA L	10/05/2023	\$1,868.58
00029395	E04832	CORTEZ JR, DARRYL B	10/05/2023	\$3,156.47
00029396	E04666	CORTEZ, JULIO C	10/05/2023	\$3,874.66
00029397	E01875	COUGHRAN, ADAM B	10/05/2023	\$160.36
00029398	E01796	COULTER, GARY L	10/05/2023	\$3,315.62
00029399	E04555	CRUZ, REYNA	10/05/2023	\$2,072.57
00029400	E01364	DALTON, BRIAN D	10/05/2023	\$4,202.25
00029401	E04874	DANG, JOHN	10/05/2023	\$1,003.61
00029402	E00126	DANIELEY III, CHARLIE H	10/05/2023	\$1,406.97
00029403	E04503	DAVILA, ISAAC	10/05/2023	\$3,352.58
00029404	E04431	DE ALMEIDA LOPES, NICHOLAS A	10/05/2023	\$5,389.52
00029405	E04731	DE PADUA, TANNER C	10/05/2023	\$3,400.76
00029406	E03691	DELGADO JR, JUAN L	10/05/2023	\$4,306.50
00029407	E03395	DIX, JENNIFER A	10/05/2023	\$3,374.59
00029408	E05088	DOAN, THOMMY	10/05/2023	\$2,524.84
00029409	E02313	DOSCHER, RONALD A	10/05/2023	\$3,510.32
00029410	E04586	DOVEAS, CHRISTOPHER C	10/05/2023	\$194.13
00029411	E04281	DRISCOLL, RUSSELL B	10/05/2023	\$2,576.86
00029412	E04844	DUARTE, TAYLOR M	10/05/2023	\$6,927.96
00029413	E04720	DUDLEY, BROD D	10/05/2023	\$3,887.16
00029414	E03625	EARLE, CHRISTOPHER M	10/05/2023	\$3,562.07
00029415	E03740	EL FARRA, AMIR A	10/05/2023	\$4,971.27
00029416	E03927	ELHAMI, MICHAEL K	10/05/2023	\$4,049.61
00029417	E03933	ELIZONDO, BENJAMIN M	10/05/2023	\$3,482.92
00029418	E04016	ELIZONDO, FLOR DE LIS	10/05/2023	\$2,429.22
00029419	E01598	ELSOUSOU, HELENA	10/05/2023	\$2,788.63
00029420	E02708	ENRIQUEZ, JOHN G	10/05/2023	\$917.36
00029421	E02734	ESCALANTE, OTTO J	10/05/2023	\$39,576.77
00029422	E04334	ESCOBEDO, JOSHUA N	10/05/2023	\$4,812.11

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00029423	E02724	ESTLOW, STEPHEN C	10/05/2023	\$4,049.61
00029424	E04358	ESTRADA MONSANTO, MICHELLE N	10/05/2023	\$3,116.58
00029425	E04748	FAJARDO, JESUS	10/05/2023	\$2,823.96
00029426	E04303	FERREIRA JR, HECTOR	10/05/2023	\$3,339.83
00029427	E01663	FERRIN, KORY C	10/05/2023	\$4,942.36
00029428	E03976	FIGUEREDO, GEORGE R	10/05/2023	\$5,045.79
00029429	E04774	FLINN, PATRICIA C	10/05/2023	\$3,039.51
00029430	E02887	FOSTER, VICTORIA M	10/05/2023	\$1,603.82
00029431	E04033	FRANCISCO, KATHERINE M	10/05/2023	\$2,448.58
00029432	E02963	FRANKS, JAMES D	10/05/2023	\$3,689.64
00029433	E04747	FRESENIUS, ROBERT D	10/05/2023	\$3,968.56
00029434	E00903	FRUTOS, VERONICA	10/05/2023	\$2,090.99
00029435	E04729	GARCIA, JOSEPH A	10/05/2023	\$2,531.68
00029436	E03086	GARCIA, PETE	10/05/2023	\$4,304.99
00029437	E03659	GARNER, AMANDA B	10/05/2023	\$2,151.05
00029438	E04351	GERDIN, MICHAEL E	10/05/2023	\$3,097.35
00029439	E04542	GIFFORD, ROBERT J	10/05/2023	\$3,220.80
00029440	E04658	GIRGENTI, BRIAN C	10/05/2023	\$3,732.97
00029441	E04401	GLEASON, SEAN M	10/05/2023	\$3,672.51
00029442	E04917	GOMEZ, JESUS	10/05/2023	\$3,332.84
00029443	E04863	GONZALEZ JR, GONZALO	10/05/2023	\$2,765.34
00029444	E05003	HA, DANNY	10/05/2023	\$2,774.89
00029445	E04732	HADDEN, TRAVIS J	10/05/2023	\$3,096.83
00029446	E04787	HALEY, KYLE N	10/05/2023	\$3,469.12
00029447	E03527	HALLER, TROY	10/05/2023	\$5,458.46
00029448	E03402	HEINE, STEVEN H	10/05/2023	\$5,254.48
00029449	E05157	HERNANDEZ CALLEROS, SAIRA	10/05/2023	\$1,207.21
00029450	E02469	HERRERA, JOSE D	10/05/2023	\$3,969.62
00029451	E04244	HINGCO, PINKY C	10/05/2023	\$2,854.64
00029452	E03713	HOLLOWAY, WILLIAM T	10/05/2023	\$5,471.94
00029453	E04739	HOWARD, JASON A	10/05/2023	\$3,321.40
00029454	E04654	HURLEY, KIRK P	10/05/2023	\$2,573.73
00029455	E04089	HUTCHINS, DONALD J	10/05/2023	\$3,817.11
00029456	E03815	HUYNH, AI KELLY	10/05/2023	\$2,563.14
00029457	E03559	HUYNH, THI A	10/05/2023	\$3,347.77

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00029458	E04915	ITURRALDE, JENNIFER L	10/05/2023	\$1,386.08
00029459	E04583	JENSEN, MICHAEL J	10/05/2023	\$4,247.54
00029460	E02935	JENSEN, NICKOLAS K	10/05/2023	\$4,025.66
00029461	E04587	JIMENEZ JR, EFRAIN A	10/05/2023	\$4,322.68
00029462	E04781	JIMENEZ TAVAREZ, SERGIO J	10/05/2023	\$2,937.69
00029463	E04655	JOHNSON, CODY M	10/05/2023	\$2,566.43
00029464	E03368	JOHNSON, JASON L	10/05/2023	\$4,334.21
00029465	E03831	JORDAN, GERALD F	10/05/2023	\$4,176.25
00029466	E04610	JORDAN, VICTORIA A	10/05/2023	\$226.94
00029467	E04444	JULIENNE, PATRICK R	10/05/2023	\$5,619.46
00029468	E04460	KAISER, GEORGE R	10/05/2023	\$1,240.29
00029469	E04559	KELLEY, KRISTOFER D	10/05/2023	\$3,574.04
00029470	E04353	KEUILIAN, SHELBY	10/05/2023	\$2,310.82
00029471	E04663	KIM, CHAD B	10/05/2023	\$3,098.22
00029472	E04538	KIMBERLY, ALLYSON L	10/05/2023	\$1,814.94
00029473	E03932	KIVLER, ROBERT J	10/05/2023	\$3,063.60
00029474	E03389	KOLANO, JOSEPH L	10/05/2023	\$3,797.05
00029475	E03294	KOVACS, LEA K	10/05/2023	\$3,146.55
00029476	E05000	KOVACS, TIMOTHY M	10/05/2023	\$3,441.01
00029477	E04669	KOVACS, TIMOTHY P	10/05/2023	\$4,971.34
00029478	E03484	KUNKEL, PETER M	10/05/2023	\$4,110.56
00029479	E04804	LADD, LAUREN M	10/05/2023	\$2,554.87
00029480	E04857	LANG, MICHAEL J	10/05/2023	\$5,596.16
00029481	E03511	LAZENBY, NICHOLAS A	10/05/2023	\$3,410.63
00029482	E04877	LE, BAO TINH THI	10/05/2023	\$2,038.94
00029483	E04021	LEE, RAPHAEL M	10/05/2023	\$4,085.95
00029484	E03488	LEYVA, ERICK	10/05/2023	\$4,416.87
00029485	E04541	LINK, DEREK M	10/05/2023	\$4,484.77
00029486	E00030	LOERA JR, RAFAEL	10/05/2023	\$4,909.50
00029487	E05033	LOFFLER, CHARLES H	10/05/2023	\$5,629.19
00029488	E05066	LORD, MARK A	10/05/2023	\$4,078.78
00029489	E04581	LOWEN, BRADLEY A	10/05/2023	\$4,479.53
00029490	E04761	LUCATERO, JESSE A	10/05/2023	\$3,449.83
00029491	E00027	LUKAS, STEVEN W	10/05/2023	\$2,374.96
00029492	E04048	LUX, ROBERT D	10/05/2023	\$2,503.36

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00029493	E03663	LUX, RYAN M	10/05/2023	\$3,757.62
00029494	E04772	LY, LINDALINH THU	10/05/2023	\$1,828.52
00029495	E04661	MACHUCA, ROBERTO	10/05/2023	\$3,425.37
00029496	E03752	MACY, TAYLOR A	10/05/2023	\$3,451.82
00029497	E04532	MANIACI, GIANLUCA F	10/05/2023	\$4,143.08
00029498	E04435	MARCHAND, MATTHEW P	10/05/2023	\$4,288.17
00029499	E01359	MARTINEZ JR, MARIO	10/05/2023	\$6,429.85
00029500	E04974	MARTINEZ, JUANITA PATRICIA	10/05/2023	\$2,204.05
00029501	E02792	MATA, RAQUEL D	10/05/2023	\$1,141.16
00029502	E04656	MAZON, JORGE L	10/05/2023	\$2,684.80
00029503	E02796	MCFARLANE, MARIA C	10/05/2023	\$2,287.62
00029504	E06761	MEEKS, REBECCA S	10/05/2023	\$3,524.74
00029505	E03826	MEERS, BRYAN J	10/05/2023	\$4,926.71
00029506	E02655	MENDOZA CAMPOS, MELISSA	10/05/2023	\$3,215.86
00029507	E03965	MIHALIK, DANNY J	10/05/2023	\$3,387.80
00029508	E04865	MORIN, LINDA M	10/05/2023	\$3,570.55
00029509	E04352	MORSE, JEREMY N	10/05/2023	\$4,131.26
00029510	E01940	MORTON, NATHAN D	10/05/2023	\$4,654.28
00029511	E04454	MOSER, MICHAEL A	10/05/2023	\$2,203.77
00029512	E03929	MURILLO JR, RAUL	10/05/2023	\$4,897.37
00029513	E04626	MURO, JASON M	10/05/2023	\$4,005.71
00029514	E04577	MUSCHETTO, PATRICK J	10/05/2023	\$2,440.98
00029515	E03422	NADOLSKI, THOMAS R	10/05/2023	\$2,095.13
00029516	E05084	NAKANO HITZKE, SARAH V	10/05/2023	\$3,100.21
00029517	E04111	NEELY, JACOB J	10/05/2023	\$2,585.07
00029518	E05111	NGUYEN, HAU D	10/05/2023	\$115.38
00029519	E02813	NGUYEN, TRINA T	10/05/2023	\$2,592.81
00029520	E04540	NIKOLIC, ADAM C	10/05/2023	\$4,777.04
00029521	E05146	NIZ, IXA N	10/05/2023	\$1,877.95
00029522	E05054	NUNEZ, BREANNE S	10/05/2023	\$2,529.70
00029523	E03367	OJEISEKHOBBA, JOHN O	10/05/2023	\$139.30
00029524	E03350	OLIVO, JOSHUA T	10/05/2023	\$4,421.52
00029525	E04035	ORTIZ, STEVEN TRUJILLO	10/05/2023	\$2,864.29
00029526	E03427	PANELLA, JOSEPH N	10/05/2023	\$26,228.10
00029527	E04910	PAQUA, BRANDON J	10/05/2023	\$2,384.92

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00029528	E01948	PARK, BRANDY J	10/05/2023	\$3,711.44
00029529	E02995	PAYAN, CRISTINA V	10/05/2023	\$3,170.62
00029530	E00824	PAYAN, LUIS A	10/05/2023	\$5,061.75
00029531	E04843	PEREZ, EMMANUEL	10/05/2023	\$2,902.41
00029532	E00145	PERKINS, JASON S	10/05/2023	\$4,122.26
00029533	E04429	PHAM, PHILLIP H	10/05/2023	\$3,721.31
00029534	E06938	PLUARD, DOUGLAS A	10/05/2023	\$4,431.73
00029535	E03299	POLOPEK, COREY T	10/05/2023	\$3,937.47
00029536	E05050	QUANG, DENNIS	10/05/2023	\$2,575.31
00029537	E04788	QUIROZ, LUIS A	10/05/2023	\$2,165.14
00029538	E05100	RAABE, MATTHEW A	10/05/2023	\$2,387.67
00029539	E03967	RAMIREZ OROZCO, SINDY	10/05/2023	\$3,599.26
00029540	E04955	RAMIREZ, KAYLYN C	10/05/2023	\$1,841.41
00029541	E03390	RAMIREZ, LUIS F	10/05/2023	\$4,105.23
00029542	E05021	RAMIREZ, TERRA M	10/05/2023	\$4,001.14
00029543	E04914	RAMOS, RODOLFO B	10/05/2023	\$495.31
00029544	E03217	RANEY, JOHN E	10/05/2023	\$4,604.00
00029545	E04941	RASMUSSEN, TRENTON L	10/05/2023	\$2,699.15
00029546	E04659	REED, THOMAS S	10/05/2023	\$3,806.19
00029547	E03486	REYES, RON A	10/05/2023	\$4,534.18
00029548	E04911	RICHARDS, BRYANT D	10/05/2023	\$2,353.10
00029549	E04437	RICHMOND, RYAN R	10/05/2023	\$3,330.89
00029550	E04860	ROCHA, RUDY A	10/05/2023	\$1,819.91
00029551	E04738	RODRIGUEZ, DANIEL	10/05/2023	\$3,293.39
00029552	E04082	RODRIGUEZ, JENNIFER M	10/05/2023	\$3,781.51
00029553	E05001	RODRIGUEZ, RYAN ELIJAH	10/05/2023	\$2,945.34
00029554	E04438	ROGERS, CHRISTIN E	10/05/2023	\$3,442.91
00029555	E04385	ROJAS, ASHLEY C	10/05/2023	\$2,112.75
00029556	E04507	ROMBOUGH, JENNIFER V	10/05/2023	\$2,177.82
00029557	E05176	RUFF, KATHERINE	10/05/2023	\$149.96
00029558	E04552	RUZIECKI, ERIC T	10/05/2023	\$3,862.18
00029559	E02845	SALAZAR, SEAN M	10/05/2023	\$3,540.12
00029560	E04845	SALGADO JR., ALFREDO	10/05/2023	\$5,866.06
00029561	E03297	SAMOFF, TANYA L	10/05/2023	\$2,991.33
00029562	E02646	SANTANA, LINO G	10/05/2023	\$7,207.29

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00029563	E05086	SEELY, BRITTANY L	10/05/2023	\$291.36
00029564	E03035	SEYMOUR, SUSAN A I	10/05/2023	\$3,093.97
00029565	E04282	SHELGREN, CHRISTOPHER M	10/05/2023	\$3,159.58
00029566	E04616	SHIPLEY, AARON T	10/05/2023	\$3,704.50
00029567	E02937	SHORROW, NICOLE D	10/05/2023	\$3,167.75
00029568	E04864	SILVA, LEVI JOENIEL	10/05/2023	\$2,977.68
00029569	E04576	SIMONS, SHAYLEN L	10/05/2023	\$2,773.93
00029570	E04934	SLETTVET, HEATHER P	10/05/2023	\$3,231.29
00029571	E02587	SOSEBEE, DANNY J	10/05/2023	\$2,440.90
00029572	E03563	SPELLMAN, MARSHA D	10/05/2023	\$3,227.21
00029573	E04500	STAAL, GAREY D	10/05/2023	\$3,762.84
00029574	E03218	STARNES, CHARLES W	10/05/2023	\$5,348.30
00029575	E03761	STEPHENSON III, ROBERT M	10/05/2023	\$4,996.13
00029576	E04584	STROUD, BRIAN T	10/05/2023	\$4,942.00
00029577	E02979	TESSIER, PAUL M	10/05/2023	\$3,951.10
00029578	E04449	TRAN, SPENCER T	10/05/2023	\$2,700.85
00029579	E05145	VACCARO, CHRISTIAN L	10/05/2023	\$517.16
00029580	E02982	VAICARO, VINCENTE J	10/05/2023	\$5,338.47
00029581	E03053	VALENCIA, EDGAR	10/05/2023	\$3,915.17
00029582	E04667	VAUGHN, CALEB I	10/05/2023	\$1,751.74
00029583	E04977	VAZQUEZ, BRIAN M	10/05/2023	\$576.79
00029584	E04434	VELLANOWETH, KIMBRA S	10/05/2023	\$2,319.87
00029585	E04903	VIGIL, DANIEL C	10/05/2023	\$2,070.73
00029586	E03022	VU, TUONG-VAN NGUYEN	10/05/2023	\$2,571.27
00029587	E04730	VU, TYLER D	10/05/2023	\$2,978.83
00029588	E01905	WAINWRIGHT, JONATHAN B	10/05/2023	\$3,736.88
00029589	E03220	WARDLE, DENNIS	10/05/2023	\$4,362.94
00029590	E03213	WARDLE, SANTA	10/05/2023	\$2,591.08
00029591	E04758	WEYKER, CHRYSTAL L	10/05/2023	\$2,701.01
00029592	E03305	WIMMER, ROYCE C	10/05/2023	\$3,915.43
00029593	E04762	WREN, DANIELLE E	10/05/2023	\$2,975.99
00029594	E04763	WRIGHT, SARAH A	10/05/2023	\$98.44
00029595	E04856	XU, DUO	10/05/2023	\$1,680.31
00029596	E03543	YELENSKY, SHANNON M	10/05/2023	\$1,923.35
00029597	E04156	YERGLER, JOHN J	10/05/2023	\$3,017.38

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00029598	E04722	YNIGUEZ, COLE A	10/05/2023	\$3,039.04
00029599	E09942	YOUNG, DAVID C	10/05/2023	\$962.91
00029600	E01978	ZMIJA, ADAM D	10/05/2023	\$4,538.97
00029601	E04517	AGUIRRE, ALFRED J	10/05/2023	\$3,302.08
00029602	E01626	AGUIRRE, ANSELMO	10/05/2023	\$2,204.58
00029603	E05087	ALVAREZ, CARLOS J	10/05/2023	\$1,850.07
00029604	E04631	ANDREI, IOAN	10/05/2023	\$1,211.42
00029605	E05113	ARAUJO, ANTONIO	10/05/2023	\$1,038.71
00029606	E04678	BABINSKI IV, SYLVESTER A	10/05/2023	\$2,038.57
00029607	E05098	BARNESE, VINCENZO A	10/05/2023	\$2,518.60
00029608	E05135	BARNHART, CHARLEY A	10/05/2023	\$1,117.30
00029609	E04336	BECERRA, RODOLPHO M	10/05/2023	\$2,329.68
00029610	E04972	BECERRA-SAMANIEGO JR, GABRIEL	10/05/2023	\$1,554.28
00029611	E01255	BOS, MICHAEL C	10/05/2023	\$2,330.81
00029612	E04650	BUCHLER, RAYMOND A	10/05/2023	\$1,763.19
00029613	E05162	CAISEROS, CHRISTIAN	10/05/2023	\$918.01
00029614	E01584	CANDELARIA, DANIEL J	10/05/2023	\$4,403.84
00029615	E04300	CANO, EDGAR A	10/05/2023	\$2,062.57
00029616	E03828	CANTRELL, JEFFREY G	10/05/2023	\$3,455.39
00029617	E05063	CARRILLO, GEORGE	10/05/2023	\$2,516.35
00029618	E03811	CARRISOZA, ALBERT J	10/05/2023	\$2,168.59
00029619	E00916	CARTER, PHILLIP J	10/05/2023	\$3,567.54
00029620	E04869	CHAVEZ, DAMIAN JESUS	10/05/2023	\$779.84
00029621	E04551	CONTRERAS, GABRIELA R	10/05/2023	\$2,785.66
00029622	E03518	COTTON, JULIE T	10/05/2023	\$1,856.27
00029623	E03807	DE LA ROSA, VINCENT L	10/05/2023	\$3,332.15
00029624	E05170	DELGADO REYES, JORGE A	10/05/2023	\$654.78
00029625	E03736	DIBAJ, KAMYAR	10/05/2023	\$3,606.94
00029626	E05122	DORADO, ANTHONY	10/05/2023	\$1,074.59
00029627	E02515	DUVALL, RICK L	10/05/2023	\$2,731.78
00029628	E04514	ESPINOZA, ERIC M	10/05/2023	\$2,100.60
00029629	E03733	ESPINOZA, JULIA	10/05/2023	\$1,362.65
00029630	E03405	FERNANDEZ, CECELIA A	10/05/2023	\$1,336.93
00029631	E04990	FLORES, MITCHELL C	10/05/2023	\$1,434.92
00029632	E05064	FOX, LUCAS	10/05/2023	\$598.37

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00029633	E05037	GAINES, JEFFREY S	10/05/2023	\$923.93
00029634	E05010	GALVAN, EDGAR	10/05/2023	\$983.26
00029635	E04754	GARCIA, ALICIA R	10/05/2023	\$1,538.41
00029636	E04677	GIROUARD, CASEY G	10/05/2023	\$1,645.53
00029637	E05156	GOMEZ HERNANDEZ, RICARDO	10/05/2023	\$978.27
00029638	E04629	GOMEZ, DIANA	10/05/2023	\$1,148.78
00029639	E03341	GONZALEZ, JORGE	10/05/2023	\$1,291.36
00029640	E03400	GREENE, MICHAEL R	10/05/2023	\$2,440.03
00029641	E03685	GUZMAN, JESSE	10/05/2023	\$2,681.00
00029642	E04299	HANSEN, AARON R	10/05/2023	\$2,064.54
00029643	E03523	HARO, GLORIA A	10/05/2023	\$1,303.87
00029644	E03759	HERNANDEZ, HERMILO	10/05/2023	\$0.00
00029645	E04622	HOFER, ALICIA M	10/05/2023	\$2,041.54
00029646	E02874	HOLMON III, ALBERT J	10/05/2023	\$4,136.08
00029647	E04347	HSIEH, NICOLAS C	10/05/2023	\$3,666.62
00029648	E03588	HUYNH, HUY HOA	10/05/2023	\$2,466.12
00029649	E04831	ILFELD, MATTHEW D	10/05/2023	\$1,936.67
00029650	E01907	JACOT, ROSEMARIE	10/05/2023	\$2,392.58
00029651	E04296	JOHNSON, ERIC W	10/05/2023	\$1,829.31
00029652	E04979	JURADO, MICHAEL	10/05/2023	\$1,379.20
00029653	E04470	KAYLOR, BRENT	10/05/2023	\$2,862.60
00029654	E04728	KHALIL, MARK M	10/05/2023	\$2,660.96
00029655	E03534	KIM, SAMUEL K	10/05/2023	\$4,380.43
00029656	E05115	KOUTSOYANOPULOS, ALDOCHRIS V	10/05/2023	\$1,673.63
00029657	E04382	KWIATKOWSKI, BRYAN D	10/05/2023	\$1,913.92
00029658	E02852	LADNEY, MARK W	10/05/2023	\$2,906.41
00029659	E04769	LAMAS, LEONEL A	10/05/2023	\$1,086.03
00029660	E03813	LEWIS, SHAN L	10/05/2023	\$3,092.42
00029661	E03301	LEYVA, RAUL	10/05/2023	\$3,511.47
00029662	E05065	LOMELI, JONATHAN	10/05/2023	\$1,385.93
00029663	E05155	LOPEZ, MOISES	10/05/2023	\$1,026.80
00029664	E05006	MARQUEZ, STEVEN ADAM	10/05/2023	\$1,558.70
00029665	E05364	MARU, NAVIN B	10/05/2023	\$3,668.57
00029666	E04665	MEJIA, DIEGO A	10/05/2023	\$2,169.42
00029667	E03493	MENDEZ, RIGOBERTO	10/05/2023	\$2,993.21

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00029668	E04998	MENDOZA, LAURA	10/05/2023	\$1,032.81
00029669	E04724	MOORE, DOUGLAS A	10/05/2023	\$2,804.67
00029670	E04827	MORELAND, ANDREW J	10/05/2023	\$1,679.23
00029671	E04222	MOSS, DANIEL C	10/05/2023	\$1,753.64
00029672	E01243	MURRAY JR, WILLIAM E	10/05/2023	\$7,744.31
00029673	E04634	NAVARRO, JUAN C	10/05/2023	\$3,262.17
00029674	E04969	ORNELLAS, MICHAEL	10/05/2023	\$1,072.01
00029675	E03378	ORTIZ, STEVEN T	10/05/2023	\$3,537.90
00029676	E04999	ORTUNO, ANIBAL	10/05/2023	\$2,073.44
00029677	E05114	PACE, FRANK D	10/05/2023	\$923.73
00029678	E03754	PINKSTON, RICHARD L	10/05/2023	\$2,641.85
00029679	E05112	POE, HEIDI L	10/05/2023	\$2,983.23
00029680	E04567	POWELL, AUSTIN H	10/05/2023	\$2,764.56
00029681	E03799	QUIROZ, ROLANDO	10/05/2023	\$2,828.35
00029682	E05031	RAMIREZ, AACIN	10/05/2023	\$2,089.18
00029683	E04572	REED, MELVIN P	10/05/2023	\$2,064.02
00029684	E02058	REYES, DELFRADO C	10/05/2023	\$1,356.41
00029685	E04295	ROBLES, RAFAEL	10/05/2023	\$2,076.67
00029686	E04563	RODRIGUEZ, ADRIANNA M	10/05/2023	\$1,267.68
00029687	E05141	RODRIGUEZ, JOY R	10/05/2023	\$921.07
00029688	E05004	RUELAS, SERGIO	10/05/2023	\$1,777.90
00029689	E04289	SALDIVAR, RICARDO	10/05/2023	\$1,704.28
00029690	E04505	SANTOS, MICHAEL F	10/05/2023	\$3,502.01
00029691	E05166	SEVELU, FAASEGA J	10/05/2023	\$978.27
00029692	E04836	SOTO, WILLIAM A	10/05/2023	\$2,182.51
00029693	E05089	STAIR, DEAN T	10/05/2023	\$1,059.33
00029694	E05171	STRAMBEANU, ALEXANDRU E	10/05/2023	\$654.82
00029695	E03091	SUDDUTH, STEPHEN D	10/05/2023	\$3,058.90
00029696	E01625	TAPIA, LUIS A	10/05/2023	\$3,115.51
00029697	E04756	TARIN, ALEXIS P	10/05/2023	\$658.83
00029698	E03239	TAUANU U, STEVE J	10/05/2023	\$0.00
00029699	E05154	TELLO, ALEJANDRO	10/05/2023	\$389.54
00029700	E04773	THURMAN JR, EDWIN O	10/05/2023	\$1,097.31
00029701	E08679	THURMAN, RODERICK	10/05/2023	\$1,991.90
00029702	E04825	TRUJILLO, JOSEPH E	10/05/2023	\$1,629.76

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00029703	E02482	UPHUS, MARK P	10/05/2023	\$5,378.56
00029704	E03681	VASQUEZ, JOSE A	10/05/2023	\$3,773.54
00029705	E05136	VASQUEZ, PEDRO	10/05/2023	\$1,448.72
00029706	E05134	VEGA, ERIC J	10/05/2023	\$918.01
00029707	E02942	VERA, EVARISTO	10/05/2023	\$2,150.51
00029708	E03727	VERGARA NEAL, ANA G	10/05/2023	\$3,323.79
00029709	E05093	VIRAMONTES, ALEXANDRA	10/05/2023	\$2,874.49
00029710	E01580	VU, DAI C	10/05/2023	\$4,182.06
00029711	E04362	VU, KHANG L	10/05/2023	\$3,900.95
00029712	E04006	WILLIAMS, RICHARD L	10/05/2023	\$2,543.32
00029713	E05023	YNIGUEZ, KARISSA N	10/05/2023	\$2,630.83
00029714	E05169	ZAMORA, JOEL D	10/05/2023	\$608.50
00029715	E03436	ZIEGLER, RICK S	10/05/2023	\$1,051.80
00029716	E03917	ALLEN, CHRISTOPHER L	10/05/2023	\$77.20
00029717	E04163	AMBRIZ GARCIA, EDWARD D	10/05/2023	\$1,558.96
00029718	E04063	BERGER, JAN	10/05/2023	\$2,778.27
00029719	E00651	BERMUDEZ, ROBERT P	10/05/2023	\$3,618.65
00029720	E03495	BLAS, VICTOR T	10/05/2023	\$2,894.39
00029721	E00070	CANNON, TIM P	10/05/2023	\$5,022.54
00029722	E04365	DAN, CARINA M	10/05/2023	\$2,685.62
00029723	E04440	DAVIS, RYAN H	10/05/2023	\$1,674.46
00029724	E03145	DE LA ROSA, FRANK X	10/05/2023	\$2,251.42
00029725	E03051	DIEMERT, RONALD W	10/05/2023	\$2,370.78
00029726	E02718	ESCOBAR, CHRIS N	10/05/2023	\$3,832.96
00029727	E03688	GLENN, JEREMY J	10/05/2023	\$111.09
00029728	E01618	GOMEZ, JOSE	10/05/2023	\$2,239.76
00029729	E02701	GONZALEZ, ALEJANDRO	10/05/2023	\$2,656.37
00029730	E03763	GRIFFIN, LARRY	10/05/2023	\$2,854.86
00029731	E04828	GUERRERO, MICHAEL V	10/05/2023	\$2,858.24
00029732	E04018	HAENDIGES, ROBERT A	10/05/2023	\$2,285.44
00029733	E03575	HART, RYAN S	10/05/2023	\$2,374.44
00029734	E03399	HOWENSTEIN, FRANK D	10/05/2023	\$2,640.47
00029735	E03406	HUY, EDWARD A	10/05/2023	\$3,209.46
00029736	E03446	JIMENEZ, VIDAL	10/05/2023	\$2,024.40
00029737	E04782	JIN, LIYAN	10/05/2023	\$2,678.66

CITY OF GARDEN GROVE
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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00029738	E03254	KIRZHNER, ALLEN G	10/05/2023	\$2,904.09
00029739	E05095	LALLY, JASON T	10/05/2023	\$2,390.03
00029740	E03988	LI, REBECCA PIK KWAN	10/05/2023	\$4,668.91
00029741	E02063	MA AE, DAVID	10/05/2023	\$2,266.48
00029742	E03249	MANSON, RAQUEL K	10/05/2023	\$3,049.21
00029743	E04837	MARTINEZ, ALFREDO	10/05/2023	\$2,166.01
00029744	E02124	MEISLAHN, TYLER	10/05/2023	\$2,171.43
00029745	E04403	MONTGOMERY, JESSE K	10/05/2023	\$2,420.62
00029746	E03590	MOYA JR, STEVEN J	10/05/2023	\$2,523.43
00029747	E03519	MURAD, BASIL G	10/05/2023	\$4,154.07
00029748	E03144	NATLAND, KIRK L	10/05/2023	\$1,666.30
00029749	E04291	NGUYEN, DUC TRUNG	10/05/2023	\$3,073.47
00029750	E04904	NGUYEN, LISA	10/05/2023	\$1,110.10
00029751	E03221	NICOLAE, CORNELIU	10/05/2023	\$3,725.26
00029752	E04210	NUNES, BRANDON S	10/05/2023	\$2,039.84
00029753	E03923	ORNELAS, ANDREW I	10/05/2023	\$4,520.41
00029754	E03582	ORTEGA, DAVID A	10/05/2023	\$5,004.66
00029755	E03578	PASILLAS, CELESTINO J	10/05/2023	\$3,219.04
00029756	E03170	PEARSON, WILLIAM F	10/05/2023	\$2,644.37
00029757	E05161	PIINUU, EVANDEMITRI	10/05/2023	\$1,313.83
00029758	E04805	POLIDORI, JESSICA J	10/05/2023	\$3,676.11
00029759	E02500	PORRAS, STEPHEN	10/05/2023	\$3,434.73
00029760	E07590	RUITENSCHILD, LES A	10/05/2023	\$3,465.18
00029761	E03926	RUIZ, JONATHAN	10/05/2023	\$3,033.11
00029762	E05165	SANCHEZ, ALLEN J	10/05/2023	\$850.17
00029763	E07690	SANTOS, ALEXIS	10/05/2023	\$2,217.73
00029764	E07692	SARMIENTO, ADRIAN M	10/05/2023	\$2,814.81
00029765	E04956	SON, TOMMY T	10/05/2023	\$2,121.91
00029766	E04301	TALAMANTES JR, ALBERT	10/05/2023	\$2,441.22
00029767	E04121	TRAN, MINH K	10/05/2023	\$2,549.86
00029768	E08881	VALENZUELA, ALEJANDRO N	10/05/2023	\$3,611.23
00029769	E01882	VIRAMONTES, JESSE	10/05/2023	\$2,819.81
00029770	E04195	WOLLAND, RONALD J	10/05/2023	\$2,566.97
00029771	E09940	YERGENSEN, VICTOR K	10/05/2023	\$2,435.68
00029772	E09954	ZAVALA, JOHN	10/05/2023	\$2,699.63

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00029773	E05099	BECK, CRAIG A	10/05/2023	\$3,534.81
00029774	E00740	BLODGETT, GREG	10/05/2023	\$4,515.00
00029775	E01338	CARRENO, SHAUNA J	10/05/2023	\$2,281.77
00029776	E03808	CHENG, ALANA R	10/05/2023	\$3,034.08
00029777	E03353	COVARRUBIAS, MONICA	10/05/2023	\$3,803.59
00029778	E05102	FLORES CRUZ, LAURA	10/05/2023	\$2,054.17
00029779	E03697	GUERRERO, PAUL	10/05/2023	\$8,255.22
00029780	E04750	HO, VY D	10/05/2023	\$1,978.42
00029781	E04968	HONG, SEUNGBUM	10/05/2023	\$1,933.69
00029782	E04096	HUYNH, DANNY	10/05/2023	\$4,284.85
00029783	E02612	KLOESS, VILMA C	10/05/2023	\$2,938.26
00029784	E01949	LE, IVY	10/05/2023	\$2,014.87
00029785	E05092	LE, LINH D	10/05/2023	\$2,261.39
00029786	E01280	LE, TAMMY	10/05/2023	\$1,775.57
00029787	E03617	LEE, GRACE E	10/05/2023	\$3,614.79
00029788	E05159	LUNA-REYNOSA, URSULA	10/05/2023	\$6,555.56
00029789	E05828	MIDDENDORF, LINDA	10/05/2023	\$3,441.29
00029790	E02895	MOURE, SVETLANA	10/05/2023	\$2,650.73
00029791	E03255	NGUYEN, PHUONG VIEN T	10/05/2023	\$2,324.29
00029792	E02560	NGUYEN, QUANG	10/05/2023	\$2,844.47
00029793	E01286	NGUYEN, TINA T	10/05/2023	\$4,544.78
00029794	E03541	PHI, THYANA T	10/05/2023	\$2,880.99
00029795	E05106	ROMERO, ALEX	10/05/2023	\$1,902.30
00029796	E04408	THRONE, TIMOTHY E	10/05/2023	\$2,442.25
00029797	E02543	TO, TANYA L	10/05/2023	\$1,765.32
00029798	E01971	TRAN, CUONG K	10/05/2023	\$2,505.89
00029799	E02056	TRUONG, ELAINE	10/05/2023	\$1,902.41
00029800	E02562	VO, THANH-NGUYEN	10/05/2023	\$1,806.72
00029801	E05104	YANG, DANA DAEUN	10/05/2023	\$2,257.29
			EFT - Total	\$1,757,145.46
			Overall - Total	\$1,765,704.15

City of Garden Grove
Certificate of Warrants
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This is to certify the demands covered by EFT numbers 00029802 through 00030443 and check numbers 00185587 through 00185595 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:



Finance Director
Patricia Song

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PY - Payroll

Check Type: CHK

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185587	E00977	BELAIR, DIANE	10/19/2023	\$2,543.60
00185588	E05127	FLORES, ERIKA	10/19/2023	\$80.12
00185589	E05124	NGUYEN, KAYLA H	10/19/2023	\$63.73
00185590	E05120	NGUYEN, VICKY	10/19/2023	\$446.14
00185591	E05105	RODRIGUEZ, ROGER	10/19/2023	\$534.25
00185592	E05149	VAZQUEZ, ELOISA E	10/19/2023	\$342.35
00185593	E05163	VO, EDWIN N	10/19/2023	\$335.06
00185594	E03529	ROCHA, MICHAEL F	10/19/2023	\$2,367.66
00185595	E05168	MACIAS, DANIEL	10/19/2023	\$1,563.34
			CHK - Total	\$8,276.25

Check Type: EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00029802	E03973	AVILA, VERONICA	10/19/2023	\$2,813.33
00029803	E04755	BRIETIGAM III, GEORGE S	10/19/2023	\$632.18
00029804	E02788	DAVIS, JEFFREY P	10/19/2023	\$2,088.86
00029805	E05080	DOVINH, JOSEPH T	10/19/2023	\$599.99
00029806	E04994	GREENUP, BREANNA C	10/19/2023	\$1,004.33
00029807	E00803	HADDAD, PAMELA M	10/19/2023	\$2,177.09
00029808	E03612	JONES, STEVEN R	10/19/2023	\$306.22
00029809	E04442	KIM, LISA L	10/19/2023	\$5,821.28
00029810	E04131	KIM, NOELLE N	10/19/2023	\$3,265.64
00029811	E04536	KLOPFENSTEIN, STEPHANIE L	10/19/2023	\$468.27
00029812	E05072	LOPEZ, CARLOS	10/19/2023	\$1,938.93
00029813	E02787	MORAN, MARIE L	10/19/2023	\$3,065.41
00029814	E04537	NGUYEN, KIM B	10/19/2023	\$596.79
00029815	E04534	ONEILL, JOHN R	10/19/2023	\$639.45
00029816	E04528	PARK, SHAWN S	10/19/2023	\$2,686.64
00029817	E04443	POLLOCK, AMANDA M	10/19/2023	\$2,152.87
00029818	E06945	POMEROY, TERESA L	10/19/2023	\$4,026.64
00029819	E01964	PULIDO, ANA E	10/19/2023	\$4,466.61
00029820	E05057	SATO, MICH L	10/19/2023	\$2,717.90
00029821	E03715	THAI, KRISTY H	10/19/2023	\$2,585.85

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00029822	E05079	TRAN, CINDY NGOC	10/19/2023	\$639.67
00029823	E03983	VASQUEZ, LIZABETH C	10/19/2023	\$2,667.60
00029824	E04971	VITAL, ANDREA	10/19/2023	\$1,964.30
00029825	E04230	WIMMER, MISSY M	10/19/2023	\$1,892.57
00029826	E04944	ANDERSON CAMBA, ASHLEIGH R	10/19/2023	\$2,434.37
00029827	E04764	BRADLEY, JANNA K	10/19/2023	\$2,948.25
00029828	E03766	CERDA, MARY C	10/19/2023	\$2,295.41
00029829	E04673	HART, BRANDI M	10/19/2023	\$1,875.94
00029830	E04363	KWAN, LIANE Y	10/19/2023	\$3,911.45
00029831	E01985	LEE, JANY H	10/19/2023	\$4,886.85
00029832	E03420	PROCTOR, SHERRILL A	10/19/2023	\$2,560.59
00029833	E05078	SANCHEZ, GIOVANNI P	10/19/2023	\$2,253.50
00029834	E04417	STEPHENSON, CAITLYN M	10/19/2023	\$2,462.44
00029835	E02115	STOVER, LAURA J	10/19/2023	\$5,547.01
00029836	E05082	YIN, ARTHUR	10/19/2023	\$2,258.34
00029837	E04390	AMBRIZ, STEPHANIE	10/19/2023	\$1,446.07
00029838	E04445	BROWN, KAREN J	10/19/2023	\$744.86
00029839	E03313	BUI, AI N	10/19/2023	\$1,512.79
00029840	E05068	CASTELLON, ALVARO A	10/19/2023	\$4,495.29
00029841	E04961	CHAO, VICTORIA	10/19/2023	\$1,699.58
00029842	E03686	CHAVEZ, JAIME F	10/19/2023	\$1,728.67
00029843	E03760	CHUNG, JANET J	10/19/2023	\$2,725.29
00029844	E05094	CORTEZ, ELIZABETH M.	10/19/2023	\$1,754.96
00029845	E04957	CURTSEIT, MARIA	10/19/2023	\$2,157.48
00029846	E04960	FUKAZAWA, KEISUKE	10/19/2023	\$2,279.18
00029847	E05055	GAMINO, LINDA M	10/19/2023	\$1,435.67
00029848	E03877	GOMEZ, STEVEN E	10/19/2023	\$1,697.99
00029849	E03016	HERNANDEZ, GARY F	10/19/2023	\$1,822.89
00029850	E04569	HOFFMAN, CORINNE L	10/19/2023	\$2,543.75
00029851	E05167	LOFFLER, SARAH N	10/19/2023	\$1,482.64
00029852	E00057	MANALANSAN, NEAL M	10/19/2023	\$2,256.17
00029853	E01668	MAY, ROBERT W	10/19/2023	\$1,748.38
00029854	E01393	MENDEZ, ANGELA M	10/19/2023	\$2,186.58
00029855	E03628	MENDOZA, CHRISTI C	10/19/2023	\$2,121.71
00029856	E04958	NGO, TINA	10/19/2023	\$2,927.56

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00029857	E04838	NIGATU, SELAMAWIT	10/19/2023	\$3,134.65
00029858	E02429	PHAM, ANH	10/19/2023	\$1,921.37
00029859	E03610	RAMIREZ, EVA	10/19/2023	\$2,154.86
00029860	E04973	RAMOS, NANCY	10/19/2023	\$3,183.98
00029861	E05097	RODRIGUEZ, SEBASTIAN	10/19/2023	\$2,036.78
00029862	E03539	SEGAWA, SANDRA E	10/19/2023	\$4,175.45
00029863	E04780	SONG, YUAN	10/19/2023	\$6,763.34
00029864	E03085	VICTORIA, PAUL E	10/19/2023	\$1,554.25
00029865	E04859	VO, MY TRA	10/19/2023	\$3,074.07
00029866	E03433	WESTON, RETA J	10/19/2023	\$832.66
00029867	E04674	WHITTAKER DEGEN, HELEN E	10/19/2023	\$820.55
00029868	E04527	YOO, MEENA	10/19/2023	\$2,464.66
00029869	E04493	ANDREWS, STEVEN F	10/19/2023	\$2,699.05
00029870	E00845	CHANG, TERENCE S	10/19/2023	\$3,005.08
00029871	E05091	ENCISO, MARIA VERONICA M	10/19/2023	\$2,245.41
00029872	E03498	ESPINOZA, VERNA L	10/19/2023	\$2,734.09
00029873	E04523	GALLO, CESAR	10/19/2023	\$3,422.85
00029874	E04415	GOLD, ANNA L	10/19/2023	\$2,313.01
00029875	E04713	HINGCO, ERNIE E	10/19/2023	\$2,102.89
00029876	E02617	KLOESS, GEOFFREY A	10/19/2023	\$4,654.46
00029877	E03571	MORAGRAAN, RACHOT	10/19/2023	\$4,234.85
00029878	E05071	OCHOA, NICOLAS E	10/19/2023	\$2,314.36
00029879	E01277	PROFFITT, NOEL J	10/19/2023	\$3,784.61
00029880	E01901	RAO, ANAND V	10/19/2023	\$6,029.57
00029881	E05027	SANCHEZ MENDOZA, ALFREDO	10/19/2023	\$311.93
00029882	E05073	SEYMOUR, DAVID M	10/19/2023	\$958.92
00029883	E04395	SWANSON, MATTHEW T	10/19/2023	\$2,053.79
00029884	E01674	VALENZUELA, ANTHONY	10/19/2023	\$1,809.50
00029885	E00809	VICTORIA, ROD T	10/19/2023	\$2,868.71
00029886	E03509	WINSTON, TERREL KEITH	10/19/2023	\$3,429.13
00029887	E03725	ABU HAMDIYYAH, AMEENAH	10/19/2023	\$2,154.45
00029888	E02996	ASHLEIGH, JULIE A	10/19/2023	\$2,305.43
00029889	E03601	CHUNG, CHRISTOPHER	10/19/2023	\$3,398.21
00029890	E00128	CRAMER, RITA M	10/19/2023	\$2,589.90
00029891	E04394	DAHLHEIMER, BRYSON T	10/19/2023	\$1,023.08

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00029892	E04879	DAKE, RYAN J	10/19/2023	\$2,459.77
00029893	E04578	DENT, DAVID A	10/19/2023	\$4,897.23
00029894	E03531	HERNANDEZ, RALPH V	10/19/2023	\$2,459.17
00029895	E04855	HERRERA JR, ARMANDO	10/19/2023	\$1,741.62
00029896	E03410	HODSON, AARON J	10/19/2023	\$2,309.24
00029897	E04716	KASKLA, PRIIT J	10/19/2023	\$2,400.38
00029898	E04959	LE, KENNETH H	10/19/2023	\$2,170.73
00029899	E04490	LY, HUONG Q	10/19/2023	\$2,424.34
00029900	E04194	MARTINEZ, MARIA L	10/19/2023	\$3,111.46
00029901	E03044	MOORE, JUDITH A	10/19/2023	\$2,301.27
00029902	E04635	NGUYEN, PHU T	10/19/2023	\$4,065.95
00029903	E02842	PARRA, MARIA C	10/19/2023	\$3,645.91
00029904	E05172	QUENTAL, RYAN	10/19/2023	\$2,028.44
00029905	E04992	ROBLES, ALFONSO	10/19/2023	\$2,622.55
00029906	E04862	TRAN, JAKE P	10/19/2023	\$2,088.75
00029907	E05048	TUONG, NGHIA T	10/19/2023	\$2,304.89
00029908	E05053	VU, VINNY X	10/19/2023	\$1,811.78
00029909	E05150	WETZEL, NIKI	10/19/2023	\$4,697.21
00029910	E03643	ALVARADO, YOLANDA A	10/19/2023	\$1,937.90
00029911	E04771	BAILOR, REBECCA J	10/19/2023	\$335.12
00029912	E04988	BAUTISTA, BRENDA	10/19/2023	\$2,140.46
00029913	E04262	BEARD, ALEX C	10/19/2023	\$362.28
00029914	E05125	BUI, RUBY	10/19/2023	\$14.57
00029915	E02658	CAMARENA, RACHEL M	10/19/2023	\$6,434.99
00029916	E01588	CAMARENA, RENE	10/19/2023	\$2,460.96
00029917	E01902	CASILLAS, VICTORIA M	10/19/2023	\$2,145.07
00029918	E05101	CASTANEDA, LILIANA	10/19/2023	\$353.27
00029919	E05121	CASTRO PEREZ, ANDREA	10/19/2023	\$320.50
00029920	E05058	CATAQUIZ, CHARLIZE N	10/19/2023	\$246.98
00029921	E03304	CHUMACERO, DEANNA M	10/19/2023	\$1,142.16
00029922	E04611	CROSS, AMANDA D	10/19/2023	\$2,056.96
00029923	E04653	DIAZ, GABRIELA	10/19/2023	\$898.99
00029924	E05013	DINH, TIFFANY	10/19/2023	\$286.80
00029925	E05090	ESCARENO, MELISSA	10/19/2023	\$349.63
00029926	E05158	FABIAN, SHARON J	10/19/2023	\$342.35

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00029927	E05015	FALETOI, TERRY U	10/19/2023	\$433.46
00029928	E02120	FRAUSTO, LUIZ F	10/19/2023	\$404.39
00029929	E04679	FREEMAN, MARK C	10/19/2023	\$4,054.78
00029930	E04481	GARCIA, JARED D	10/19/2023	\$764.42
00029931	E04253	GARCIA, VANESSA L	10/19/2023	\$352.12
00029932	E05069	GARCIA, VERONICA	10/19/2023	\$163.33
00029933	E03337	GODDARD, JENNIFER DANIELLE	10/19/2023	\$2,883.51
00029934	E00940	GRANT, JACOB R	10/19/2023	\$2,172.00
00029935	E04967	HASHEMI, SETAREH	10/19/2023	\$355.49
00029936	E05152	HERNANDEZ, CLARISSA	10/19/2023	\$407.90
00029937	E05147	LE, WILSON D	10/19/2023	\$349.63
00029938	E05032	LEE, JASON J	10/19/2023	\$262.90
00029939	E03603	MA AE, ELAINE M	10/19/2023	\$3,214.37
00029940	E05140	MARTINEZ, ERICK	10/19/2023	\$609.59
00029941	E05148	MAZARIEGOS, ALEXA X	10/19/2023	\$395.61
00029942	E01552	MEDINA, JESUS	10/19/2023	\$1,819.31
00029943	E00455	MEDINA, JUAN	10/19/2023	\$2,479.97
00029944	E02808	MONTANCHEZ, JOHN A	10/19/2023	\$6,094.55
00029945	E05128	NAEA, IRIEANNA M	10/19/2023	\$240.37
00029946	E05126	NGO, Y N	10/19/2023	\$160.25
00029947	E04947	NGUYEN, ALEXANDER H	10/19/2023	\$356.92
00029948	E04391	NICHOLAS, NOEL N	10/19/2023	\$1,574.60
00029949	E04931	NODAL, NATALIE	10/19/2023	\$167.53
00029950	E00785	OCADIZ HERNANDEZ, GABRIELA	10/19/2023	\$3,533.07
00029951	E04965	ORDUNO, SAMANTHA	10/19/2023	\$643.11
00029952	E03881	PANGAN, CHRISTIAN	10/19/2023	\$157.14
00029953	E05164	PARCELL, SAMANTHA M	10/19/2023	\$668.16
00029954	E03361	PELAYO, JANET E	10/19/2023	\$4,261.58
00029955	E05137	PHAN, BRYAN L	10/19/2023	\$298.64
00029956	E04777	PHAN, EDOUARD T	10/19/2023	\$463.95
00029957	E03893	PICKRELL, ARIELLE	10/19/2023	\$635.77
00029958	E05116	PRADO, ALEXA	10/19/2023	\$604.40
00029959	E02754	REYNOSO, SUGEIRY	10/19/2023	\$2,690.37
00029960	E05103	RODRIGUEZ, MATTHEW S	10/19/2023	\$327.78
00029961	E03362	ROMERO, MARINA Y	10/19/2023	\$2,148.99

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00029962	E04684	ROSALES, MARIA D	10/19/2023	\$607.23
00029963	E04614	ROSAS, TANYA	10/19/2023	\$373.30
00029964	E04933	ROSAS, VANESSA	10/19/2023	\$58.27
00029965	E01893	SAUCEDO, DANA MARIE	10/19/2023	\$2,764.41
00029966	E00925	SCHLUMPBERGER, EMERON J	10/19/2023	\$1,111.90
00029967	E04926	SERNA, SAMANTHA M	10/19/2023	\$288.39
00029968	E04795	SIEVE, MYCHAELLA J	10/19/2023	\$295.04
00029969	E05151	SORIANO, KIMBERLY A	10/19/2023	\$637.75
00029970	E05030	TRIGGS, MARY SHANNON	10/19/2023	\$143.74
00029971	E04924	TU, KATHY	10/19/2023	\$196.67
00029972	E01396	VALDIVIA, CLAUDIA	10/19/2023	\$3,754.37
00029973	E00015	VAN SICKLE, JEFFREY	10/19/2023	\$2,727.90
00029974	E04687	VARGAS, SAMANTHA B	10/19/2023	\$406.29
00029975	E05046	VARGAS-CABRERA, ARMANDO	10/19/2023	\$269.51
00029976	E05018	VILLEGAS, MIA A	10/19/2023	\$174.82
00029977	E04609	VIRAMONTES, JACOB D	10/19/2023	\$708.32
00029978	E04274	WILMES, DAVID M	10/19/2023	\$373.86
00029979	E05070	XOOL VARGAS, RUDY G	10/19/2023	\$247.66
00029980	E05076	XU, CHARLIE	10/19/2023	\$87.41
00029981	E05175	AGUILAR, JENNIFER	10/19/2023	\$364.20
00029982	E03819	ALAMILLO, MARCOS R	10/19/2023	\$4,132.89
00029983	E03712	ALARCON, CLAUDIA	10/19/2023	\$3,756.32
00029984	E03616	ALCARAZ, MARIA A	10/19/2023	\$2,608.24
00029985	E00121	ALLISON, WILLIAM	10/19/2023	\$5,557.84
00029986	E04873	ALVARADO, MADELINE M	10/19/2023	\$1,921.21
00029987	E04080	ALVAREZ BROWN, RICHARD A	10/19/2023	\$0.00
00029988	E05028	AMAYA, JOSE J	10/19/2023	\$4,225.14
00029989	E03011	ANDERSON, BOBBY B	10/19/2023	\$4,024.91
00029990	E05040	ARCHULETA, ANDREW M	10/19/2023	\$3,149.99
00029991	E01234	ARELLANO, PEDRO R	10/19/2023	\$4,367.84
00029992	E04875	ARROYO, SANDRA M	10/19/2023	\$2,179.85
00029993	E04497	ASHBAUGH, TIMOTHY R	10/19/2023	\$3,554.99
00029994	E03397	ASHBY, PAUL W	10/19/2023	\$3,679.81
00029995	E04719	ATWOOD, MARIA S	10/19/2023	\$2,340.88
00029996	E04613	AVALOS JR, FRANCISCO	10/19/2023	\$2,335.41

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00029997	E04550	BAEK, SHARON S	10/19/2023	\$2,948.97
00029998	E05062	BAEZ, JASMIN	10/19/2023	\$567.46
00029999	E04209	BAINTO, JUDY A	10/19/2023	\$402.82
00030000	E04778	BAKER, COLLIN E	10/19/2023	\$2,864.97
00030001	E03005	BANKSON, JOHN F	10/19/2023	\$6,705.09
00030002	E04645	BARRAZA, RENE	10/19/2023	\$5,002.02
00030003	E05041	BARRIOS-ROA, JAYDE D.	10/19/2023	\$2,621.36
00030004	E04432	BEHZAD, JOSHUA K	10/19/2023	\$2,171.26
00030005	E04951	BELLO, ANGELICA	10/19/2023	\$1,799.62
00030006	E03006	BELTHIUS, LISA A	10/19/2023	\$92.87
00030007	E04976	BELTHIUS, TYLER E	10/19/2023	\$524.44
00030008	E04753	BERENGER, BEAU A	10/19/2023	\$3,857.81
00030009	E03296	BERESFORD, EVAN S	10/19/2023	\$3,623.52
00030010	E01604	BERLETH, RYAN S	10/19/2023	\$2,692.91
00030011	E03443	BLUM, JAMES A	10/19/2023	\$3,268.06
00030012	E03363	BOWEN, GENA M	10/19/2023	\$1,903.69
00030013	E04767	BOWMAN, TROY F	10/19/2023	\$3,476.69
00030014	E04963	BOYENS III, ROBERT	10/19/2023	\$3,932.90
00030015	E00946	BRAME, KAREN D	10/19/2023	\$2,550.46
00030016	E04803	BRANTNER, BRITTANEE N	10/19/2023	\$1,931.81
00030017	E05083	BRITTON, CODY W	10/19/2023	\$2,838.65
00030018	E03380	BROWN, JEFFREY A	10/19/2023	\$4,794.45
00030019	E03968	BRUNICK, CARISSA L	10/19/2023	\$1,587.23
00030020	E05074	BUJANONDA, CHANON	10/19/2023	\$2,758.16
00030021	E02031	BURILLO, RICHARD O	10/19/2023	\$5,201.69
00030022	E03972	BUSTILLOS, RYAN V	10/19/2023	\$3,493.94
00030023	E05077	CAGLE, RONALD L	10/19/2023	\$1,996.72
00030024	E03964	CAMARA, DANIEL A	10/19/2023	\$2,811.16
00030025	E04074	CAMPOS, JESENIA	10/19/2023	\$2,459.48
00030026	E03739	CAPPS, THOMAS A	10/19/2023	\$4,206.59
00030027	E05002	CARBALLO, MILTON A	10/19/2023	\$2,266.19
00030028	E02372	CENTENO, JUAN C	10/19/2023	\$4,564.65
00030029	E03607	CHANG, DAVID Y H	10/19/2023	\$2,537.93
00030030	E03481	CHAURAN HAIRGROVE, TAMMY L	10/19/2023	\$2,269.18
00030031	E04498	CHEATHAM, JEROME L	10/19/2023	\$4,478.25

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00030032	E03423	CHOWDHURY, JACINTA F	10/19/2023	\$1,946.73
00030033	E04414	CHUNG, RANDY G	10/19/2023	\$175.97
00030034	E00003	CIBOSKY, COURTNEY P	10/19/2023	\$3,114.18
00030035	E04539	CLASBY JR, BRIAN M	10/19/2023	\$123.58
00030036	E04872	CORNETT, KRISTINA L	10/19/2023	\$1,802.41
00030037	E04832	CORTEZ JR, DARRYL B	10/19/2023	\$3,858.22
00030038	E04666	CORTEZ, JULIO C	10/19/2023	\$3,874.66
00030039	E01875	COUGHRAN, ADAM B	10/19/2023	\$206.54
00030040	E01796	COULTER, GARY L	10/19/2023	\$3,315.62
00030041	E04555	CRUZ, REYNA	10/19/2023	\$2,072.57
00030042	E01364	DALTON, BRIAN D	10/19/2023	\$4,202.25
00030043	E04874	DANG, JOHN	10/19/2023	\$1,253.57
00030044	E00126	DANIELEY III, CHARLIE H	10/19/2023	\$1,262.38
00030045	E04503	DAVILA, ISAAC	10/19/2023	\$3,457.84
00030046	E04431	DE ALMEIDA LOPES, NICHOLAS A	10/19/2023	\$4,140.08
00030047	E04731	DE PADUA, TANNER C	10/19/2023	\$3,995.30
00030048	E03691	DELGADO JR, JUAN L	10/19/2023	\$4,237.30
00030049	E03395	DIX, JENNIFER A	10/19/2023	\$4,797.64
00030050	E05088	DOAN, THOMMY	10/19/2023	\$2,587.17
00030051	E02313	DOSCHER, RONALD A	10/19/2023	\$2,694.98
00030052	E04586	DOVEAS, CHRISTOPHER C	10/19/2023	\$194.13
00030053	E04281	DRISCOLL, RUSSELL B	10/19/2023	\$2,557.68
00030054	E04844	DUARTE, TAYLOR M	10/19/2023	\$2,707.79
00030055	E04720	DUDLEY, BROD D	10/19/2023	\$3,134.15
00030056	E03625	EARLE, CHRISTOPHER M	10/19/2023	\$3,562.07
00030057	E03740	EL FARRA, AMIR A	10/19/2023	\$4,971.27
00030058	E03927	ELHAMI, MICHAEL K	10/19/2023	\$3,438.64
00030059	E03933	ELIZONDO, BENJAMIN M	10/19/2023	\$9,741.39
00030060	E04016	ELIZONDO, FLOR DE LIS	10/19/2023	\$2,635.76
00030061	E01598	ELSOUSOU, HELENA	10/19/2023	\$3,689.05
00030062	E02708	ENRIQUEZ, JOHN G	10/19/2023	\$947.91
00030063	E05174	ESCOBAR, MARIANA	10/19/2023	\$378.77
00030064	E04334	ESCOBEDO, JOSHUA N	10/19/2023	\$3,497.48
00030065	E02724	ESTLOW, STEPHEN C	10/19/2023	\$3,328.17
00030066	E04358	ESTRADA MONSANTO, MICHELLE N	10/19/2023	\$3,285.10

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00030067	E04748	FAJARDO, JESUS	10/19/2023	\$2,823.96
00030068	E04303	FERREIRA JR, HECTOR	10/19/2023	\$2,674.34
00030069	E01663	FERRIN, KORY C	10/19/2023	\$4,942.36
00030070	E03976	FIGUEREDO, GEORGE R	10/19/2023	\$4,850.82
00030071	E04774	FLINN, PATRICIA C	10/19/2023	\$3,039.51
00030072	E02887	FOSTER, VICTORIA M	10/19/2023	\$2,031.04
00030073	E04033	FRANCISCO, KATHERINE M	10/19/2023	\$2,588.33
00030074	E02963	FRANKS, JAMES D	10/19/2023	\$3,363.78
00030075	E04747	FRESENIUS, ROBERT D	10/19/2023	\$3,212.85
00030076	E00903	FRUTOS, VERONICA	10/19/2023	\$2,042.36
00030077	E04729	GARCIA, JOSEPH A	10/19/2023	\$2,531.68
00030078	E03086	GARCIA, PETE	10/19/2023	\$4,304.99
00030079	E03659	GARNER, AMANDA B	10/19/2023	\$2,151.05
00030080	E04351	GERDIN, MICHAEL E	10/19/2023	\$3,487.32
00030081	E04542	GIFFORD, ROBERT J	10/19/2023	\$3,414.70
00030082	E04658	GIRGENTI, BRIAN C	10/19/2023	\$3,791.46
00030083	E04401	GLEASON, SEAN M	10/19/2023	\$3,053.81
00030084	E04917	GOMEZ, JESUS	10/19/2023	\$2,799.44
00030085	E04863	GONZALEZ JR, GONZALO	10/19/2023	\$3,026.76
00030086	E05003	HA, DANNY	10/19/2023	\$2,655.62
00030087	E04732	HADDEN, TRAVIS J	10/19/2023	\$3,118.00
00030088	E04787	HALEY, KYLE N	10/19/2023	\$4,008.41
00030089	E03527	HALLER, TROY	10/19/2023	\$4,683.45
00030090	E03402	HEINE, STEVEN H	10/19/2023	\$4,433.33
00030091	E05157	HERNANDEZ CALLEROS, SAIRA	10/19/2023	\$1,516.38
00030092	E02469	HERRERA, JOSE D	10/19/2023	\$3,969.62
00030093	E04244	HINGCO, PINKY C	10/19/2023	\$3,408.00
00030094	E03713	HOLLOWAY, WILLIAM T	10/19/2023	\$4,513.82
00030095	E04739	HOWARD, JASON A	10/19/2023	\$3,321.40
00030096	E04654	HURLEY, KIRK P	10/19/2023	\$3,740.72
00030097	E04089	HUTCHINS, DONALD J	10/19/2023	\$3,817.11
00030098	E03815	HUYNH, AI KELLY	10/19/2023	\$2,563.14
00030099	E03559	HUYNH, THI A	10/19/2023	\$3,760.75
00030100	E04915	ITURRALDE, JENNIFER L	10/19/2023	\$1,472.49
00030101	E04583	JENSEN, MICHAEL J	10/19/2023	\$5,534.67

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00030102	E02935	JENSEN, NICKOLAS K	10/19/2023	\$4,025.66
00030103	E04587	JIMENEZ JR, EFRAIN A	10/19/2023	\$3,566.25
00030104	E04781	JIMENEZ TAVAREZ, SERGIO J	10/19/2023	\$2,279.64
00030105	E04655	JOHNSON, CODY M	10/19/2023	\$12,415.62
00030106	E03368	JOHNSON, JASON L	10/19/2023	\$4,390.74
00030107	E03831	JORDAN, GERALD F	10/19/2023	\$4,901.44
00030108	E04610	JORDAN, VICTORIA A	10/19/2023	\$68.19
00030109	E04444	JULIENNE, PATRICK R	10/19/2023	\$3,486.98
00030110	E04460	KAISER, GEORGE R	10/19/2023	\$627.97
00030111	E04559	KELLEY, KRISTOFER D	10/19/2023	\$3,184.05
00030112	E04353	KEUILIAN, SHELBY	10/19/2023	\$2,465.69
00030113	E04663	KIM, CHAD B	10/19/2023	\$3,343.96
00030114	E04538	KIMBERLY, ALLYSON L	10/19/2023	\$1,814.94
00030115	E03932	KIVLER, ROBERT J	10/19/2023	\$3,063.60
00030116	E03389	KOLANO, JOSEPH L	10/19/2023	\$4,518.50
00030117	E03294	KOVACS, LEA K	10/19/2023	\$3,146.55
00030118	E05000	KOVACS, TIMOTHY M	10/19/2023	\$2,787.44
00030119	E04669	KOVACS, TIMOTHY P	10/19/2023	\$6,070.45
00030120	E03484	KUNKEL, PETER M	10/19/2023	\$3,643.55
00030121	E04804	LADD, LAUREN M	10/19/2023	\$2,841.48
00030122	E04857	LANG, MICHAEL J	10/19/2023	\$4,023.29
00030123	E03511	LAZENBY, NICHOLAS A	10/19/2023	\$3,410.63
00030124	E04877	LE, BAO TINH THI	10/19/2023	\$2,038.94
00030125	E04021	LEE, RAPHAEL M	10/19/2023	\$3,208.51
00030126	E03488	LEYVA, ERICK	10/19/2023	\$4,416.87
00030127	E04541	LINK, DEREK M	10/19/2023	\$3,976.27
00030128	E00030	LOERA JR, RAFAEL	10/19/2023	\$4,816.79
00030129	E05033	LOFFLER, CHARLES H	10/19/2023	\$5,309.19
00030130	E05066	LORD, MARK A	10/19/2023	\$4,354.78
00030131	E04581	LOWEN, BRADLEY A	10/19/2023	\$3,485.09
00030132	E04761	LUCATERO, JESSE A	10/19/2023	\$3,295.27
00030133	E00027	LUKAS, STEVEN W	10/19/2023	\$2,374.96
00030134	E04048	LUX, ROBERT D	10/19/2023	\$2,503.36
00030135	E03663	LUX, RYAN M	10/19/2023	\$3,603.82
00030136	E04772	LY, LINDALINH THU	10/19/2023	\$2,406.33

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00030137	E04661	MACHUCA, ROBERTO	10/19/2023	\$4,731.03
00030138	E03752	MACY, TAYLOR A	10/19/2023	\$3,651.82
00030139	E04532	MANIACI, GIANLUCA F	10/19/2023	\$3,711.86
00030140	E04435	MARCHAND, MATTHEW P	10/19/2023	\$3,982.68
00030141	E01359	MARTINEZ JR, MARIO	10/19/2023	\$5,114.27
00030142	E04974	MARTINEZ, JUANITA PATRICIA	10/19/2023	\$2,204.05
00030143	E02792	MATA, RAQUEL D	10/19/2023	\$1,141.16
00030144	E04656	MAZON, JORGE L	10/19/2023	\$2,684.80
00030145	E02796	MCFARLANE, MARIA C	10/19/2023	\$2,604.16
00030146	E06761	MEEKS, REBECCA S	10/19/2023	\$4,459.49
00030147	E03826	MEERS, BRYAN J	10/19/2023	\$3,826.68
00030148	E02655	MENDOZA CAMPOS, MELISSA	10/19/2023	\$2,580.32
00030149	E03965	MIHALIK, DANNY J	10/19/2023	\$4,734.40
00030150	E04865	MORIN, LINDA M	10/19/2023	\$3,570.55
00030151	E04352	MORSE, JEREMY N	10/19/2023	\$4,799.72
00030152	E01940	MORTON, NATHAN D	10/19/2023	\$4,654.28
00030153	E04454	MOSER, MICHAEL A	10/19/2023	\$1,827.15
00030154	E03929	MURILLO JR, RAUL	10/19/2023	\$5,260.62
00030155	E04626	MURO, JASON M	10/19/2023	\$4,764.35
00030156	E04577	MUSCHETTO, PATRICK J	10/19/2023	\$2,501.26
00030157	E03422	NADOLSKI, THOMAS R	10/19/2023	\$2,095.13
00030158	E05084	NAKANO HITZKE, SARAH V	10/19/2023	\$3,047.89
00030159	E04111	NEELY, JACOB J	10/19/2023	\$2,645.66
00030160	E02813	NGUYEN, TRINA T	10/19/2023	\$2,519.57
00030161	E04540	NIKOLIC, ADAM C	10/19/2023	\$4,063.51
00030162	E05146	NIZ, IXA N	10/19/2023	\$1,877.95
00030163	E05054	NUNEZ, BREANNE S	10/19/2023	\$2,564.06
00030164	E03367	OJEISEKHOBBA, JOHN O	10/19/2023	\$255.39
00030165	E03350	OLIVO, JOSHUA T	10/19/2023	\$4,421.53
00030166	E04035	ORTIZ, STEVEN TRUJILLO	10/19/2023	\$3,141.25
00030167	E03427	PANELLA, JOSEPH N	10/19/2023	\$2,478.72
00030168	E04910	PAQUA, BRANDON J	10/19/2023	\$9,928.54
00030169	E01948	PARK, BRANDY J	10/19/2023	\$2,940.08
00030170	E02995	PAYAN, CRISTINA V	10/19/2023	\$2,814.84
00030171	E00824	PAYAN, LUIS A	10/19/2023	\$5,061.75

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00030172	E04843	PEREZ, EMMANUEL	10/19/2023	\$2,902.41
00030173	E00145	PERKINS, JASON S	10/19/2023	\$4,122.26
00030174	E04429	PHAM, PHILLIP H	10/19/2023	\$3,507.07
00030175	E06938	PLUARD, DOUGLAS A	10/19/2023	\$4,431.73
00030176	E03299	POLOPEK, COREY T	10/19/2023	\$4,580.85
00030177	E05173	PONCE, GALILEA	10/19/2023	\$388.97
00030178	E05050	QUANG, DENNIS	10/19/2023	\$2,575.31
00030179	E04788	QUIROZ, LUIS A	10/19/2023	\$2,165.15
00030180	E05100	RAABE, MATTHEW A	10/19/2023	\$2,387.67
00030181	E03967	RAMIREZ OROZCO, SINDY	10/19/2023	\$4,008.74
00030182	E04955	RAMIREZ, KAYLYN C	10/19/2023	\$1,704.02
00030183	E03390	RAMIREZ, LUIS F	10/19/2023	\$4,105.23
00030184	E05021	RAMIREZ, TERRA M	10/19/2023	\$3,186.54
00030185	E04914	RAMOS, RODOLFO B	10/19/2023	\$495.31
00030186	E03217	RANEY, JOHN E	10/19/2023	\$3,599.83
00030187	E04941	RASMUSSEN, TRENTON L	10/19/2023	\$2,323.23
00030188	E04659	REED, THOMAS S	10/19/2023	\$2,672.38
00030189	E03486	REYES, RON A	10/19/2023	\$4,471.19
00030190	E04911	RICHARDS, BRYANT D	10/19/2023	\$2,353.10
00030191	E04437	RICHMOND, RYAN R	10/19/2023	\$3,330.89
00030192	E04860	ROCHA, RUDY A	10/19/2023	\$1,819.91
00030193	E04738	RODRIGUEZ, DANIEL	10/19/2023	\$3,293.39
00030194	E04082	RODRIGUEZ, JENNIFER M	10/19/2023	\$3,480.99
00030195	E05001	RODRIGUEZ, RYAN ELIJAH	10/19/2023	\$2,377.38
00030196	E04438	ROGERS, CHRISTIN E	10/19/2023	\$3,533.39
00030197	E04385	ROJAS, ASHLEY C	10/19/2023	\$2,340.48
00030198	E04507	ROMBOUGH, JENNIFER V	10/19/2023	\$2,177.82
00030199	E05176	RUFF, KATHERINE	10/19/2023	\$562.91
00030200	E04552	RUZIECKI, ERIC T	10/19/2023	\$3,708.14
00030201	E02845	SALAZAR, SEAN M	10/19/2023	\$3,540.12
00030202	E04845	SALGADO JR., ALFREDO	10/19/2023	\$2,574.85
00030203	E03297	SAMOFF, TANYA L	10/19/2023	\$2,767.97
00030204	E02646	SANTANA, LINO G	10/19/2023	\$7,842.55
00030205	E05086	SEELY, BRITTANY L	10/19/2023	\$218.52
00030206	E03035	SEYMOUR, SUSAN A I	10/19/2023	\$3,800.23

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00030207	E04282	SHELGREN, CHRISTOPHER M	10/19/2023	\$3,627.55
00030208	E04616	SHIPLEY, AARON T	10/19/2023	\$2,781.18
00030209	E02937	SHORROW, NICOLE D	10/19/2023	\$4,067.91
00030210	E04864	SILVA, LEVI JOENIEL	10/19/2023	\$3,262.24
00030211	E04576	SIMONS, SHAYLEN L	10/19/2023	\$3,167.01
00030212	E04934	SLETTVET, HEATHER P	10/19/2023	\$2,956.47
00030213	E02587	SOSEBEE, DANNY J	10/19/2023	\$2,440.90
00030214	E03563	SPELLMAN, MARSHA D	10/19/2023	\$3,220.00
00030215	E04500	STAAL, GAREY D	10/19/2023	\$3,824.29
00030216	E03218	STARNES, CHARLES W	10/19/2023	\$4,364.98
00030217	E03761	STEPHENSON III, ROBERT M	10/19/2023	\$4,996.13
00030218	E04584	STROUD, BRIAN T	10/19/2023	\$4,313.24
00030219	E02979	TESSIER, PAUL M	10/19/2023	\$3,951.10
00030220	E04449	TRAN, SPENCER T	10/19/2023	\$2,828.77
00030221	E05145	VACCARO, CHRISTIAN L	10/19/2023	\$524.44
00030222	E02982	VAICARO, VINCENTE J	10/19/2023	\$4,733.08
00030223	E03053	VALENCIA, EDGAR	10/19/2023	\$3,915.17
00030224	E04667	VAUGHN, CALEB I	10/19/2023	\$1,751.74
00030225	E04977	VAZQUEZ, BRIAN M	10/19/2023	\$524.44
00030226	E04434	VELLANOWETH, KIMBRA S	10/19/2023	\$2,319.87
00030227	E04903	VIGIL, DANIEL C	10/19/2023	\$2,693.19
00030228	E03022	VU, TUONG-VAN NGUYEN	10/19/2023	\$2,695.25
00030229	E04730	VU, TYLER D	10/19/2023	\$2,998.46
00030230	E01905	WAINWRIGHT, JONATHAN B	10/19/2023	\$3,951.63
00030231	E03220	WARDLE, DENNIS	10/19/2023	\$4,189.99
00030232	E03213	WARDLE, SANTA	10/19/2023	\$2,017.61
00030233	E04758	WEYKER, CHRYSTAL L	10/19/2023	\$2,008.42
00030234	E03305	WIMMER, ROYCE C	10/19/2023	\$5,989.12
00030235	E04762	WREN, DANIELLE E	10/19/2023	\$2,975.99
00030236	E04763	WRIGHT, SARAH A	10/19/2023	\$527.23
00030237	E04856	XU, DUO	10/19/2023	\$1,680.31
00030238	E03543	YELENSKY, SHANNON M	10/19/2023	\$1,923.35
00030239	E04156	YERGLER, JOHN J	10/19/2023	\$5,331.57
00030240	E04722	YNIGUEZ, COLE A	10/19/2023	\$3,071.43
00030241	E09942	YOUNG, DAVID C	10/19/2023	\$962.91

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00030242	E01978	ZMIJA, ADAM D	10/19/2023	\$4,416.78
00030243	E04517	AGUIRRE, ALFRED J	10/19/2023	\$3,553.99
00030244	E01626	AGUIRRE, ANSELMO	10/19/2023	\$2,204.58
00030245	E05087	ALVAREZ, CARLOS J	10/19/2023	\$1,850.07
00030246	E04631	ANDREI, IOAN	10/19/2023	\$1,211.42
00030247	E05113	ARAUJO, ANTONIO	10/19/2023	\$802.89
00030248	E04678	BABINSKI IV, SYLVESTER A	10/19/2023	\$2,038.57
00030249	E05098	BARNESE, VINCENZO A	10/19/2023	\$2,575.66
00030250	E05135	BARNHART, CHARLEY A	10/19/2023	\$1,043.01
00030251	E04336	BECERRA, RODOLPHO M	10/19/2023	\$2,491.25
00030252	E04972	BECERRA-SAMANIEGO JR, GABRIEL	10/19/2023	\$1,346.38
00030253	E01255	BOS, MICHAEL C	10/19/2023	\$2,330.81
00030254	E04650	BUCHLER, RAYMOND A	10/19/2023	\$1,763.19
00030255	E05162	CAISEROS, CHRISTIAN	10/19/2023	\$918.01
00030256	E01584	CANDELARIA, DANIEL J	10/19/2023	\$4,403.85
00030257	E04300	CANO, EDGAR A	10/19/2023	\$2,394.53
00030258	E03828	CANTRELL, JEFFREY G	10/19/2023	\$2,309.43
00030259	E05063	CARRILLO, GEORGE	10/19/2023	\$2,516.35
00030260	E03811	CARRISOZA, ALBERT J	10/19/2023	\$2,168.59
00030261	E00916	CARTER, PHILLIP J	10/19/2023	\$3,567.54
00030262	E04869	CHAVEZ, DAMIAN JESUS	10/19/2023	\$890.29
00030263	E04551	CONTRERAS, GABRIELA R	10/19/2023	\$2,757.35
00030264	E03518	COTTON, JULIE T	10/19/2023	\$1,893.25
00030265	E03807	DE LA ROSA, VINCENT L	10/19/2023	\$3,332.14
00030266	E05170	DELGADO REYES, JORGE A	10/19/2023	\$690.35
00030267	E03736	DIBAJ, KAMYAR	10/19/2023	\$3,606.94
00030268	E05122	DORADO, ANTHONY	10/19/2023	\$931.23
00030269	E02515	DUVALL, RICK L	10/19/2023	\$2,731.77
00030270	E04514	ESPINOZA, ERIC M	10/19/2023	\$2,265.05
00030271	E03733	ESPINOZA, JULIA	10/19/2023	\$1,362.65
00030272	E03405	FERNANDEZ, CECELIA A	10/19/2023	\$1,336.93
00030273	E04990	FLORES, MITCHELL C	10/19/2023	\$1,434.92
00030274	E05064	FOX, LUCAS	10/19/2023	\$726.08
00030275	E05037	GAINES, JEFFREY S	10/19/2023	\$923.93
00030276	E05010	GALVAN, EDGAR	10/19/2023	\$983.26

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00030277	E04754	GARCIA, ALICIA R	10/19/2023	\$1,538.41
00030278	E04677	GIROUARD, CASEY G	10/19/2023	\$1,645.53
00030279	E05156	GOMEZ HERNANDEZ, RICARDO	10/19/2023	\$978.27
00030280	E04629	GOMEZ, DIANA	10/19/2023	\$1,148.78
00030281	E03341	GONZALEZ, JORGE	10/19/2023	\$1,291.36
00030282	E03400	GREENE, MICHAEL R	10/19/2023	\$3,695.76
00030283	E03685	GUZMAN, JESSE	10/19/2023	\$641.53
00030284	E04299	HANSEN, AARON R	10/19/2023	\$2,064.54
00030285	E03523	HARO, GLORIA A	10/19/2023	\$1,292.20
00030286	E03759	HERNANDEZ, HERMILO	10/19/2023	\$0.00
00030287	E04622	HOFER, ALICIA M	10/19/2023	\$2,041.54
00030288	E02874	HOLMON III, ALBERT J	10/19/2023	\$4,136.08
00030289	E04347	HSIEH, NICOLAS C	10/19/2023	\$3,666.62
00030290	E03588	HUYNH, HUY HOA	10/19/2023	\$2,466.12
00030291	E04831	ILFELD, MATTHEW D	10/19/2023	\$1,769.13
00030292	E01907	JACOT, ROSEMARIE	10/19/2023	\$2,392.59
00030293	E04296	JOHNSON, ERIC W	10/19/2023	\$1,829.31
00030294	E04979	JURADO, MICHAEL	10/19/2023	\$1,379.19
00030295	E04470	KAYLOR, BRENT	10/19/2023	\$3,501.53
00030296	E04728	KHALIL, MARK M	10/19/2023	\$2,289.89
00030297	E03534	KIM, SAMUEL K	10/19/2023	\$4,380.43
00030298	E05115	KOUTSOYANOPULOS, ALDOCHRIS V	10/19/2023	\$1,678.92
00030299	E04382	KWIATKOWSKI, BRYAN D	10/19/2023	\$1,881.21
00030300	E02852	LADNEY, MARK W	10/19/2023	\$2,906.41
00030301	E04769	LAMAS, LEONEL A	10/19/2023	\$1,076.67
00030302	E03813	LEWIS, SHAN L	10/19/2023	\$3,377.14
00030303	E03301	LEYVA, RAUL	10/19/2023	\$3,716.79
00030304	E05065	LOMELI, JONATHAN	10/19/2023	\$1,319.56
00030305	E05155	LOPEZ, MOISES	10/19/2023	\$1,026.80
00030306	E05006	MARQUEZ, STEVEN ADAM	10/19/2023	\$1,422.44
00030307	E05364	MARU, NAVIN B	10/19/2023	\$4,052.58
00030308	E04665	MEJIA, DIEGO A	10/19/2023	\$2,173.31
00030309	E03493	MENDEZ, RIGOBERTO	10/19/2023	\$3,230.93
00030310	E04998	MENDOZA, LAURA	10/19/2023	\$1,123.68
00030311	E04724	MOORE, DOUGLAS A	10/19/2023	\$2,849.16

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00030312	E04827	MORELAND, ANDREW J	10/19/2023	\$1,679.23
00030313	E04222	MOSS, DANIEL C	10/19/2023	\$1,753.64
00030314	E01243	MURRAY JR, WILLIAM E	10/19/2023	\$6,983.24
00030315	E04634	NAVARRO, JUAN C	10/19/2023	\$3,412.75
00030316	E04969	ORNELLAS, MICHAEL	10/19/2023	\$1,072.00
00030317	E03378	ORTIZ, STEVEN T	10/19/2023	\$3,402.25
00030318	E04999	ORTUNO, ANIBAL	10/19/2023	\$2,073.44
00030319	E05114	PACE, FRANK D	10/19/2023	\$923.73
00030320	E03754	PINKSTON, RICHARD L	10/19/2023	\$2,641.85
00030321	E05112	POE, HEIDI L	10/19/2023	\$2,983.23
00030322	E04567	POWELL, AUSTIN H	10/19/2023	\$2,764.56
00030323	E03799	QUIROZ, ROLANDO	10/19/2023	\$3,184.52
00030324	E05031	RAMIREZ, AACIN	10/19/2023	\$2,089.18
00030325	E04572	REED, MELVIN P	10/19/2023	\$2,064.02
00030326	E02058	REYES, DELFRADO C	10/19/2023	\$1,356.41
00030327	E04295	ROBLES, RAFAEL	10/19/2023	\$2,076.67
00030328	E04563	RODRIGUEZ, ADRIANNA M	10/19/2023	\$1,293.22
00030329	E05141	RODRIGUEZ, JOY R	10/19/2023	\$921.07
00030330	E05004	RUELAS, SERGIO	10/19/2023	\$1,455.01
00030331	E04289	SALDIVAR, RICARDO	10/19/2023	\$1,630.16
00030332	E04505	SANTOS, MICHAEL F	10/19/2023	\$3,502.01
00030333	E05166	SEVELU, FAASEGA J	10/19/2023	\$978.27
00030334	E04836	SOTO, WILLIAM A	10/19/2023	\$1,758.45
00030335	E05089	STAIR, DEAN T	10/19/2023	\$1,029.89
00030336	E05171	STRAMBEANU, ALEXANDRU E	10/19/2023	\$691.20
00030337	E03091	SUDDUTH, STEPHEN D	10/19/2023	\$3,058.90
00030338	E01625	TAPIA, LUIS A	10/19/2023	\$3,115.51
00030339	E04756	TARIN, ALEXIS P	10/19/2023	\$658.83
00030340	E03239	TAUANU U, STEVE J	10/19/2023	\$0.00
00030341	E05154	TELLO, ALEJANDRO	10/19/2023	\$744.46
00030342	E04773	THURMAN JR, EDWIN O	10/19/2023	\$1,097.31
00030343	E08679	THURMAN, RODERICK	10/19/2023	\$1,991.90
00030344	E04825	TRUJILLO, JOSEPH E	10/19/2023	\$1,629.74
00030345	E02482	UPHUS, MARK P	10/19/2023	\$4,691.24
00030346	E03681	VASQUEZ, JOSE A	10/19/2023	\$3,074.25

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00030347	E05136	VASQUEZ, PEDRO	10/19/2023	\$1,593.29
00030348	E05134	VEGA, ERIC J	10/19/2023	\$918.01
00030349	E02942	VERA, EVARISTO	10/19/2023	\$2,843.79
00030350	E03727	VERGARA NEAL, ANA G	10/19/2023	\$3,298.22
00030351	E05093	VIRAMONTES, ALEXANDRA	10/19/2023	\$3,132.28
00030352	E01580	VU, DAI C	10/19/2023	\$4,324.52
00030353	E04362	VU, KHANG L	10/19/2023	\$3,426.80
00030354	E04006	WILLIAMS, RICHARD L	10/19/2023	\$3,115.71
00030355	E05023	YNIGUEZ, KARISSA N	10/19/2023	\$2,709.43
00030356	E05169	ZAMORA, JOEL D	10/19/2023	\$923.93
00030357	E03436	ZIEGLER, RICK S	10/19/2023	\$883.95
00030358	E03917	ALLEN, CHRISTOPHER L	10/19/2023	\$77.20
00030359	E04163	AMBRIZ GARCIA, EDWARD D	10/19/2023	\$3,568.74
00030360	E04063	BERGER, JAN	10/19/2023	\$2,677.99
00030361	E00651	BERMUDEZ, ROBERT P	10/19/2023	\$3,618.65
00030362	E03495	BLAS, VICTOR T	10/19/2023	\$3,368.02
00030363	E00070	CANNON, TIM P	10/19/2023	\$5,061.96
00030364	E04365	DAN, CARINA M	10/19/2023	\$2,685.62
00030365	E04440	DAVIS, RYAN H	10/19/2023	\$1,630.85
00030366	E03145	DE LA ROSA, FRANK X	10/19/2023	\$0.00
00030367	E03051	DIEMERT, RONALD W	10/19/2023	\$3,340.61
00030368	E02718	ESCOBAR, CHRIS N	10/19/2023	\$3,567.49
00030369	E03688	GLENN, JEREMY J	10/19/2023	\$111.09
00030370	E01618	GOMEZ, JOSE	10/19/2023	\$2,239.76
00030371	E02701	GONZALEZ, ALEJANDRO	10/19/2023	\$4,071.38
00030372	E03763	GRIFFIN, LARRY	10/19/2023	\$1,789.79
00030373	E04828	GUERRERO, MICHAEL V	10/19/2023	\$1,917.13
00030374	E04018	HAENDIGES, ROBERT A	10/19/2023	\$2,303.56
00030375	E03575	HART, RYAN S	10/19/2023	\$2,198.70
00030376	E03399	HOWENSTEIN, FRANK D	10/19/2023	\$2,874.64
00030377	E03406	HUY, EDWARD A	10/19/2023	\$3,604.56
00030378	E03446	JIMENEZ, VIDAL	10/19/2023	\$2,631.50
00030379	E04782	JIN, LIYAN	10/19/2023	\$2,678.66
00030380	E03254	KIRZHNER, ALLEN G	10/19/2023	\$2,864.09
00030381	E05095	LALLY, JASON T	10/19/2023	\$1,287.05

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00030382	E03988	LI, REBECCA PIK KWAN	10/19/2023	\$4,288.43
00030383	E02063	MA AE, DAVID	10/19/2023	\$2,266.48
00030384	E03249	MANSON, RAQUEL K	10/19/2023	\$3,049.21
00030385	E04837	MARTINEZ, ALFREDO	10/19/2023	\$2,166.00
00030386	E02124	MEISLAHN, TYLER	10/19/2023	\$2,171.43
00030387	E04403	MONTGOMERY, JESSE K	10/19/2023	\$2,420.62
00030388	E03590	MOYA JR, STEVEN J	10/19/2023	\$2,523.43
00030389	E03519	MURAD, BASIL G	10/19/2023	\$3,815.95
00030390	E03144	NATLAND, KIRK L	10/19/2023	\$1,666.30
00030391	E04291	NGUYEN, DUC TRUNG	10/19/2023	\$2,635.78
00030392	E04904	NGUYEN, LISA	10/19/2023	\$1,123.31
00030393	E03221	NICOLAE, CORNELIU	10/19/2023	\$3,217.79
00030394	E04210	NUNES, BRANDON S	10/19/2023	\$3,610.76
00030395	E03923	ORNELAS, ANDREW I	10/19/2023	\$2,716.09
00030396	E03582	ORTEGA, DAVID A	10/19/2023	\$3,004.02
00030397	E03578	PASILLAS, CELESTINO J	10/19/2023	\$3,219.04
00030398	E03170	PEARSON, WILLIAM F	10/19/2023	\$2,023.47
00030399	E05161	PIINUU, EVANDEMITRI	10/19/2023	\$1,557.35
00030400	E04805	POLIDORI, JESSICA J	10/19/2023	\$3,676.11
00030401	E02500	PORRAS, STEPHEN	10/19/2023	\$4,113.42
00030402	E07590	RUITENSCHILD, LES A	10/19/2023	\$3,465.18
00030403	E03926	RUIZ, JONATHAN	10/19/2023	\$3,255.18
00030404	E05165	SANCHEZ, ALLEN J	10/19/2023	\$850.17
00030405	E07690	SANTOS, ALEXIS	10/19/2023	\$2,217.73
00030406	E07692	SARMIENTO, ADRIAN M	10/19/2023	\$2,814.81
00030407	E04956	SON, TOMMY T	10/19/2023	\$2,121.91
00030408	E04301	TALAMANTES JR, ALBERT	10/19/2023	\$4,067.02
00030409	E04121	TRAN, MINH K	10/19/2023	\$3,536.82
00030410	E08881	VALENZUELA, ALEJANDRO N	10/19/2023	\$3,861.68
00030411	E01882	VIRAMONTES, JESSE	10/19/2023	\$2,505.69
00030412	E04195	WOLLAND, RONALD J	10/19/2023	\$2,639.76
00030413	E09940	YERGENSEN, VICTOR K	10/19/2023	\$2,655.58
00030414	E09954	ZAVALA, JOHN	10/19/2023	\$2,956.91
00030415	E05099	BECK, CRAIG A	10/19/2023	\$2,501.59
00030416	E00740	BLODGETT, GREG	10/19/2023	\$6,380.93

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00030417	E01338	CARRENO, SHAUNA J	10/19/2023	\$2,281.77
00030418	E03808	CHENG, ALANA R	10/19/2023	\$3,034.08
00030419	E03353	COVARRUBIAS, MONICA	10/19/2023	\$3,803.59
00030420	E05102	FLORES CRUZ, LAURA	10/19/2023	\$2,265.74
00030421	E03697	GUERRERO, PAUL	10/19/2023	\$3,121.12
00030422	E04750	HO, VY D	10/19/2023	\$2,107.85
00030423	E04968	HONG, SEUNGBUM	10/19/2023	\$1,933.69
00030424	E04096	HUYNH, DANNY	10/19/2023	\$22,154.05
00030425	E02612	KLOESS, VILMA C	10/19/2023	\$2,938.26
00030426	E01949	LE, IVY	10/19/2023	\$2,014.87
00030427	E05092	LE, LINH D	10/19/2023	\$2,261.39
00030428	E01280	LE, TAMMY	10/19/2023	\$1,812.57
00030429	E03617	LEE, GRACE E	10/19/2023	\$3,091.17
00030430	E05159	LUNA-REYNOSA, URSULA	10/19/2023	\$6,555.36
00030431	E05828	MIDDENDORF, LINDA	10/19/2023	\$3,703.34
00030432	E02895	MOURE, SVETLANA	10/19/2023	\$2,650.73
00030433	E03255	NGUYEN, PHUONG VIEN T	10/19/2023	\$2,367.52
00030434	E02560	NGUYEN, QUANG	10/19/2023	\$2,844.47
00030435	E01286	NGUYEN, TINA T	10/19/2023	\$2,247.57
00030436	E03541	PHI, THYANA T	10/19/2023	\$3,145.65
00030437	E05106	ROMERO, ALEX	10/19/2023	\$2,024.29
00030438	E04408	THRONE, TIMOTHY E	10/19/2023	\$2,442.25
00030439	E02543	TO, TANYA L	10/19/2023	\$1,765.32
00030440	E01971	TRAN, CUONG K	10/19/2023	\$2,505.90
00030441	E02056	TRUONG, ELAINE	10/19/2023	\$1,902.41
00030442	E02562	VO, THANH-NGUYEN	10/19/2023	\$1,857.55
00030443	E05104	YANG, DANA DAEUN	10/19/2023	\$2,257.29
			EFT - Total	\$1,679,493.93
			Overall - Total	\$1,687,770.18

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:

From:

Dept.:

Dept.:

Subject: Approval to waive full
reading of ordinances listed.
(*Action Item*)

Date:

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Approval to participate in the 2023-2024 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP). (Grant Amount: \$370,000)(<i>Action Item</i>)		
		Date:	10/24/2023

OBJECTIVE

To obtain City Council approval to participate in a Traffic Safety Grant through the California Office of Traffic Safety (OTS). Through the proposed grant, the City is eligible to receive \$370,000 in federal funds to purchase equipment and implement DUI/CDL Checkpoints and Selective Traffic Enforcement Operations.

BACKGROUND

The California Office of Traffic Safety awards grants to local law enforcement agencies for enforcement and education purposes. The mission of the California Office of Traffic Safety through the use of the Selective Traffic Enforcement Program is to effectively administer traffic safety grants that deliver innovative programs and eliminate traffic fatalities and injuries on California roadways. This one-year grant begins October 1, 2023, and ends September 30, 2024. The Garden Grove Police Department has applied for and received similar grants dating back to 1996.

DISCUSSION

The grant applied for this year aims to reduce the number of fatalities and injuries in alcohol-involved crashes by implementing "best practice" strategies. These strategies include driving under the influence (DUI)/Driver's License checkpoints, DUI Saturation Patrols, Know Your Limit Campaigns, Motorcycle Safety operations, Distracted Driving Enforcement, Traffic Safety Education Presentations, Traffic/Bicycle/Pedestrian Enforcement operations, Collaborative DUI and Traffic Enforcement operations, and Street Racing and Sideshow Enforcement. The Police and Finance departments will be responsible for providing the necessary reporting to fulfill the goals and objectives of the grant.

FINANCIAL IMPACT

The total amount for the 2023-2024 grant will be \$370,000.00. There is no requirement to hire additional personnel, and there are no out-of-pocket expenses. There is neither cost nor income to the City based upon participation in this grant.

RECOMMENDATION

It is recommended that the City Council:

- Authorize participation in the Selective Traffic Enforcement Program (STEP);
- Accept the Office of Traffic Safety Grant Funds in the Amount of \$370,000.00;
- Authorize the Police Chief, Finance Director and Finance Manager to execute the grant agreement on behalf of the City; and
- Allocate these grant monies to fund Selective Traffic Enforcement Operations.


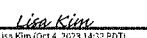
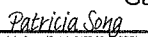
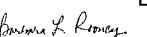
By: Sergeant Royce Wimmer

ATTACHMENTS:


Description	Upload Date	Type	File Name
Grant Agreement	10/19/2023	Agreement	STEP_Program.pdf

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
PT24077

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Garden Grove	3. Grant Period From: 10/01/2023 To: 09/30/2024
4. AGENCY UNIT TO ADMINISTER GRANT Garden Grove Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$370,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none">Schedule A – Problem Statement, Goals and Objectives and Method of ProcedureSchedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)Exhibit A – Certifications and AssurancesExhibit B* – OTS Grant Program ManualExhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: John Yergler TITLE: Police Officer EMAIL: johnny@ggcity.org PHONE: (714) 741-5772 ADDRESS: 11301 Acacia Parkway Garden Grove, CA 92840  John J. Yergler (Oct 4, 2023 13:48 PDT) _____ (Signature) Oct 3, 2023 _____ (Date)	B. AUTHORIZING OFFICIAL ADDRESS: Lisa L. Kim City Manager lisak@ggcity.org (714) 741-5100 11222 Acacia Parkway Garden Grove, CA 92840  Lisa Kim (Oct 4, 2023 14:22 PDT) _____ (Signature) Oct 4, 2023 _____ (Date)
C. FISCAL OFFICIAL ADDRESS: Patricia Song Finance Director psong@ci.garden-grove.ca.us (714) 741-5062 11222 Acacia Parkway Garden Grove, CA 92840  Patricia Song (Oct 4, 2023 13:56 PDT) _____ (Signature) Oct 4, 2023 _____ (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758  Barbara L. Rooney _____ (Signature) Oct 10, 2023 _____ (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: ME8LG18RT6M9 REGISTERED ADDRESS: 11301 Acacia Pkwy CITY: Garden Grove ZIP+4: 92840-5310
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-24.1	20.608	0521-0890-101	2022	43/22	BA/22	\$71,400.00
402PT-24.1	20.600	0521-0890-101	2022	43/22	BA/22	\$54,400.00
164AL-24	20.608	0521-0890-101	2023	12/23	BA/23	\$138,600.00
402PT-24	20.600	0521-0890-101	2023	12/23	BA/23	\$105,600.00
				AGREEMENT TOTAL		\$370,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$370,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$370,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE  <small>Carolyn Vu (Oct 4, 2023 14:33 PDT)</small>			DATE SIGNED Oct 4, 2023			

GRANT AGREEMENT**PT24077**

Schedule A

1. PROBLEM STATEMENT

Garden Grove is a city located in the heart of Orange County California. With a 2023 population of 172,270, it is the 32nd largest city in California and the 164th largest city in the United States. Garden Grove is currently growing at a rate of 0.06% annually. Spanning over 18 miles, Garden Grove has a population density of 9,593 people per square mile. Garden Grove is 7th among the top cities of at least 100,000 people with the highest percentage of Asian-Americans. With only 172 sworn officers including administrative staff, that is a ratio of 1 officer per every 1,002 citizens spread over the highly densely populated 18 square miles. In regards to traffic enforcement, there are only 11 motor officers to patrol the 18 square miles and 172,270 residents, not including the patrons, visitors and working force within the city.

The City of Garden Grove is a unique City, given its population of just shy of 200,000 people, its continued growth and expansion, highly populated and expanding entertainment and resorts area, high traffic volume, and high tourism population. Garden Grove is a destination city and borders several large tourist attractions such as Disney Land, the Honda Center, Angel Stadium, and Knott's Berry Farm. Garden Grove is also home to the Christ Cathedral, once touted as the largest glass building in the world when completed in 1981, which seats 2,248 patrons as well as the Mosque of the Islamic Society of Orange County, which has the largest Muslim community in Southern California. The City of Garden Grove also has the State Route SR-22 freeway that runs the length of the city with the Interstate I-405 freeway on its western border and the Interstate I-5 freeway at its eastern border. With these highly populated areas, 51 youth education schools, and bordering main travel thoroughfares and freeways, we see an influx of highly populated roadways and ongoing traffic issues. Ultimately, this leads to more crashes and, unfortunately, more injuries and fatalities.

Traffic crash investigations continue to be one of the most common calls for service officers respond to within the city. In 2022 alone, the Garden Grove Police Department handled 1800 crash reports over the 365-day period, however this is only including crashes in which a report is taken. The Garden Grove Police Department has a policy in which drivers involved in crashes that do not involve any criminal activity, major injuries/ major property damage, or lack of licensed or insured drivers, are advised to exchange information and officers often do not respond. In these cases, no crash report is taken. Unfortunately, this means that there is a large number of crashes that take place within the city that are not documented and accounted for.

In many instances, cell phones and electronic communication devices are often found to be the cause of traffic crashes and traffic related injuries. The City of Garden Grove issued well over 1000 citations for distracted driver related offenses throughout 2022, which was an increase from the previous year when just over 700 citations were issued. This number only represents a fraction of the number of drivers throughout the city that are committing these violations. This continues to be the number one witnessed violation by patrol officers patrolling the roadways. Cell phone violations continue to plague the City of Garden Grove and distracted driving violations continue to be one of the most cited for violations by Garden Grove Police Department Officers.

During the typical work week, it is often difficult for motor officers to patrol all of the vital areas within the city in need enforcement activity. While working OTS Grant funded operations, motor officers are alleviated of the typical calls for service and focus all their enforcement activities on the areas in need of attention, specifically for enforcement related to identified primary crash factor violations in high crash areas. The community members and residents have expressed their gratitude on a regular basis for the extra enforcement activities conducted in the past and it has yielded a dramatic improvement in the statistical data collected thus far.

The city has seen a constant rising trend in alcohol/ drug related injury/non-injury vehicle crashes over the past five years. This trend is common amongst Orange and Los Angeles Counties. In the City of Garden Grove, there were 51 fatal traffic crashes between 2016 and 2020. Of those fatalities 29 of them have involved impaired drivers, as well as over 147 other injury traffic crashes involving impaired drivers. The Garden Grove Police Department understands the importance of stopping impaired driving as well as the impact these drivers can have on the community. One of our own officers, Officer Michael Rainford, was killed in the line of duty after being struck in a hit and run traffic crash by a drunk driver on November 7,

1980. The negative effects of drinking and driving have struck our community on several occasions and the Garden Grove Police Department is committed to using all resources available to combat the problem. One person killed or injured as a result of an impaired driver making the decision to operate a motor vehicle is too much.

The City of Garden Grove has taken a zero-tolerance approach towards drunk/impaired driving over the five year period of time and have made over 1708 arrests and initiated several thousand citizen contacts related to DUI Investigations. The City of Garden Grove is committed to the safety of our citizens and has utilized DUI Checkpoints and DUI Saturation patrols as a means to deter, locate, and arrest alcohol/drug impaired drivers, as well as a means to provide educational opportunities to the members of the community. It is the goal of the Garden Grove Police Department to ensure that no individuals are injured or killed involving an impaired driver. The Garden Grove Police Department pledges to conduct thorough enforcement operations in an effort to make that goal a reality.

Through the opportunities granted to our department by the OTS STEP Grant, we continue our zero tolerance efforts towards the eliminating and alcohol/drug impaired driving. An effort is made to educate the community on the dangers of alcohol/drug impaired driving, the costs of being prosecuted for DUI/DUID, and alternative methods of transportation available to those that may consider driving while impaired using Press Releases and social media platforms.

Amongst the increasing crash statistics within the City of Garden Grove is motorcycle related injuries and deaths. The department looks forward to bringing back the motorcycle enforcement campaign to the city of Garden Grove, specifically to reduce the number of fatal and injury crashes involving motorcyclists. In the 2021 fiscal year, we had 3 motorcycle fatalities and 9 injured motorcyclists. In 2022, we had 2 motorcycle fatalities and 7 injured motorcyclists, however since October 1, 2022, we have already had 5 motorcyclists injured in traffic crashes. Traditionally, the winter season has been considered the "off-season" for motorcyclists due to weather constraints, however during this typical off season, we have already seen an increase in the number of crashes and fear that this trend will continue with more motorcyclists being injured or killed on the roadways. We feel that OTS funding specifically geared towards motorcycle safety and education will help prevent the riders throughout Garden Grove from becoming a statistic.

Although the City of Garden Grove has seen a decrease in fatal traffic crashes from 2021 into 2022, fatal traffic crashes and traffic crashes involving criminal prosecution have increased within the City of Garden Grove over the last several years. In 2021, the Garden Grove Police Neighborhood Traffic Unit responded to 16 fatal traffic crashes which resulted in 19 fatalities. In 2022, Garden Grove Police officers responded to 7 fatal traffic crashes involving 7 fatalities. During the first half of the 2023 grant cycle, the Garden Grove Police Department responded to 3 fatal traffic crashes which resulted in 3 fatalities, one of which is a Watson Murder case and is pending criminal prosecution.

Throughout the 2021 grant cycle, Garden Grove had a reported number of 4 Pedestrians killed and 62 injured as a result of traffic crashes. There was also 1 bicyclist killed and 38 injured as a result of traffic crashes. During the 2022 grant cycle, Garden Grove had a reported number of 1 pedestrian killed and 60 injured, and 0 bicyclists killed and 39 injured as a result of traffic crashes. Although the number has decreased slightly from 2021 to 2022, we have already seen an increase in the numbers as of January 30, 2023, with 2 pedestrians killed, 17 pedestrians injured, 0 bicyclists killed, and 10 bicyclists injured. Pedestrian travel is extremely popular throughout the city, with electric bikes and scooters gaining popularity daily. The Traffic Unit stresses pedestrian and bicyclist safety to our community, although it is not always the pedestrian's fault when they are struck by a motor vehicle. Traffic Officers utilize OTS pedestrian safety funding to hold safety events such as crosswalk enforcement where drivers are contacted and cited for failing to yield to pedestrians in marked and highly visible crosswalks. These types of events gain a lot of attention on social media and spread awareness to both pedestrians and drivers alike.

To educate the public, the Garden Grove Police Department embraces the opportunity to hold community traffic safety education programs. These programs, such as car seat safety events, bicycle safety events, drug safety events, and many others are utilized to educate our community about the dangers lurking the streets of Garden Grove and how to stay safe. Through these programs, it is difficult to calculate how many lives are saved, however the life of every person in attendance is affected in a positive light. Although we

cannot quantify the effect that these programs have, they always receive positive feedback and participation from our community and are an essential asset to our department.

The City of Garden Grove is unique in that our community is very involved with our policing activities both in problem identification and problem solving. Through our continued partnership with our businesses, residents, and the general public, we are made aware of a multitude of concerns throughout our community that we would otherwise be ignorant to. Such issues include the most recent trend in criminal activity plaguing the streets of Orange County, Street Racing and Sideshow activities.

Car meetups with the intention of street takeovers, sideshows and drag racing have become a growing problem throughout all cities in Orange County. It has especially been amplified by the Coronavirus pandemic of 2020, gaining popularity and increasing in danger, and has continued to grow ever since. Several times a week during the weekday and weekend nights, car meets have taken over private property lots and intersections throughout our city where drivers perform dangerous sideshow maneuvers that put residents of Garden Grove in danger of getting hurt or even killed. These car meetups/sideshows also have ill effects on local business establishments and take away the potential for customers at these businesses and cause extensive amounts of damage to their properties. The Garden Grove Police Department has a zero-tolerance approach when it comes to street racing enforcement and saturates the area with a large police presence, conducting traffic enforcement education and citing drivers for various vehicle code violations, deterring the activity from continuing or reoccurring. The Garden Grove Police Department has assisted the Santa Ana Police Department and neighboring agencies to combat the ongoing problem of street racing, intersection takeovers and sideshows. Police departments throughout Orange County, including the California Highway Patrol, formed Strategic Traffic Enforcement Against Racing & Reckless Driving (STEARRD), a countywide law enforcement partnership to crack down on illegal street racing and street takeovers. This partnership includes Santa Ana PD, Garden Grove PD, and several other neighboring agencies. The goal and focus of the partnership are to combat illegal street racing and to protect city streets for safe passage of all travelers. This partnership was established in October of 2020. As a result, since August 14, 2022, a total of 2021 citations were issued, 66 misdemeanor arrests, 4 felony arrests (including one for possession of over 3 Kilos of cocaine), 22 State Referee referrals for emission violations, and 60 impounds were completed to combat the issue of street racing solely from Garden Grove PD Officers conducting enforcement activities on Thursdays, Fridays, Saturdays, and occasionally Sundays.

After the City of Garden Grove began forming partnerships with neighboring agencies, we began to expand those partnerships further by utilizing the collaborative effort OTS funding. We began speaking to our neighboring agencies and after seeing other agencies needs for assistance, OTS funds made it possible for our traffic unit to provide enforcement activities throughout Orange County when it otherwise would have not been possible. After partnering specifically with the Huntington Beach Police Department on multiple occasions, our Traffic Unit learned more about the clear importance and history behind the Know Your Limit Campaign and experienced the true effect that it has on the community. We were also able to assist outside agencies with specific enforcement needs, such as primary crash factor, street racing and loud exhaust violations, DUI Checkpoints, and several others. Orange County is special in the way that Officers often experience lateralling to different agencies more so than in other counties. With that, Officers bring a wealth of knowledge from the other agencies as well as a different way of coming to the same result, often more efficient. As a result of the collaborative efforts, outside agencies have already volunteered the same type of collaborative efforts for several of our own special events within our city which we normally struggle to provide staffing for. Collaborative efforts not only allow networking opportunities within the county, but we are confident that these partnerships help us gain ground on our shared goal of safer streets in our shared jurisdictions.

Although we have our obstacles in providing the safest roadways possible, the City of Garden Grove strives to do just that, and funding provided by OTS makes it all possible. In doing so, over the past few grant cycles, because of the success of the enforcement efforts through the OTS grant and their success rate in deterring DUI's and crashes, the City and our officers continued to work these enforcement programs even through the OTS funding had been exhausted. The City of Garden Grove saw the positive impact and officers continued to work towards the OTS goals and objectives and ultimately incurred costs that were paid for by the City's general fund. However, moving into the future, this may not be possible without the extended funding provided by OTS. With the additional funding, our officers are committed to maximizing the effect of the OTS campaigns and enforcement operations.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:

	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	5
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	5
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Send law enforcement personnel to SFST Instructor training.	1
9. Send law enforcement personnel to DRE Instructor training.	1
10. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	5
11. Conduct DUI Saturation Patrol operation(s).	21

12. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	16
13. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
14. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
15. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	8
16. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	4
17. Conduct Know Your Limit campaigns with an effort to reach members of the community.	2
18. Participate in highly visible collaborative DUI Enforcement operations.	2
19. Participate in highly visible collaborative Traffic Enforcement operations.	2
20. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	4
21. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	5
22. Utilize the oral fluid drug screening device at roadside to assist with identifying drug use during DUI investigations. Report on the use, accomplishments, or challenges associated with the use of the oral fluid drug screening device.	1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.
- Oral Fluid Drug Screening Devices – The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug screening devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor’s office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Office of Traffic Safety) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the

November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

GRANT AGREEMENT

PT24077

Schedule B

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$210,000.00		
402PT-24	20.600	State and Community Highway Safety	\$160,000.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS					
Straight Time					\$0.00
Overtime					
DUI/DL Checkpoints	164AL-24	\$11,225.00	5	\$56,125.00	
DUI Saturation Patrols	164AL-24	\$4,900.00	21	\$102,900.00	
Collaborative DUI Enforcement	164AL-24	\$2,900.00	2	\$5,800.00	
Know Your Limit	164AL-24	\$2,000.00	2	\$4,000.00	
Benefits for 164AL - OT @ 16.24%	164AL-24	\$168,825.00	1	\$27,417.00	
Traffic Enforcement	402PT-24	\$2,900.00	16	\$46,400.00	
Distracted Driving	402PT-24	\$2,875.00	4	\$11,500.00	
Motorcycle Safety	402PT-24	\$2,875.00	2	\$5,750.00	
Pedestrian and Bicycle Enforcement	402PT-24	\$2,875.00	8	\$23,000.00	
Street Racing and Sideshow Enforcement Operations	402PT-24	\$3,850.00	5	\$19,250.00	
Collaborative Traffic Enforcement	402PT-24	\$2,875.00	2	\$5,750.00	
Traffic Safety Education	402PT-24	\$1,000.00	4	\$4,000.00	
Benefits for 402PT - OT @ 16.24%	402PT-24	\$115,650.00	1	\$18,782.00	
Category Sub-Total				\$330,674.00	
B. TRAVEL EXPENSES					
In State Travel	402PT-24	\$5,051.00	1	\$5,051.00	
				\$0.00	
Category Sub-Total				\$5,051.00	
C. CONTRACTUAL SERVICES					
				\$0.00	
Category Sub-Total				\$0.00	
D. EQUIPMENT					
				\$0.00	
Category Sub-Total				\$0.00	
E. OTHER DIRECT COSTS					
DUI Checkpoint Supplies	164AL-24	\$3,258.00	1	\$3,258.00	
PAS Device/Calibration Supplies	164AL-24	\$485.00	10	\$4,850.00	
Oral Fluid Drug Screening Device	164AL-24	\$4,950.00	1	\$4,950.00	
Oral Fluid Drug Screening Supplies	164AL-24	\$700.00	1	\$700.00	
Lidar Device	402PT-24	\$2,931.00	7	\$20,517.00	
Category Sub-Total				\$34,275.00	
F. INDIRECT COSTS					
				\$0.00	

Category Sub-Total				\$0.00
GRANT TOTAL				\$370,000.00

BUDGET NARRATIVE	
PERSONNEL COSTS	
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel	
Know Your Limit - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	
Benefits for 164AL - OT @ 16.24% - Benefits breakdown: WC - 14.79% Medicare - 1.45%	
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel	
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	
Benefits for 402PT - OT @ 16.24% - Benefits breakdown: WC - 14.79% Medicare - 1.45%	
TRAVEL EXPENSES	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum and the California Traffic Safety Summit. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	
CONTRACTUAL SERVICES	
-	
EQUIPMENT	
-	
OTHER DIRECT COSTS	
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than \$5,000 (including tax and shipping).	

PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.

Oral Fluid Drug Screening Device - Device to collect oral fluid sample to detect the presence of some drug categories in DUI investigations. Costs may include oral fluid device, printer, power supply unit and cable, system carrying case, and accessories. Each item must have a unit cost of less than \$5,000 (including tax and shipping).

Oral Fluid Drug Screening Supplies - Supplies to collect oral fluid sample to detect the presence of some drug categories in DUI investigations. Costs may include collection cartridges.

Lidar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to all subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- Executive Order 13988, *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

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In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (c) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS

Grant Number:	PT24077
Agency Name:	Garden Grove Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$370,000.00
Authorizing Official:	Lisa L. Kim
Fiscal Official:	Patricia Song
Grant Director:	John Yergler

CURRENT GEMS USER(S)

1. **Jeremy Morse**

Title: Police Officer
Phone: (714) 741-5767
Email: jeremym@ggcity.org

Media Contact: Yes

2. **Selamawit Nigatu**

Title: Accountant
Phone: (714) 741-5045
Email: selamn@ggcity.org

Media Contact: No

3. **Royce Wimmer**

Title: Sergeant
Phone: (714) 741-5787
Email: roycew@ggcity.org



Media Contact: Yes

4. **John Yergler**

Title: Police Officer
Phone: (714) 741-5772
Email: johnny@ggcity.org

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 2 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 3 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 4 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
GEMS User 5 Add/Change <input type="checkbox"/> Remove Access <input type="checkbox"/>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name		Job Title	
Email address		Phone number	
Form completed by:  <small>John J. Yergler (Oct 3, 2023 12:46 PDT)</small>		Date: Oct 3, 2023	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
 <small>John J. Yergler (Oct 3, 2023 12:46 PDT)</small>		John J. Yergler	
Signature		Name	
Oct 3, 2023		Grant Director	
Date		Title	


Grant Agreement - PT24077


Final Audit Report


2023-10-10


Created:	2023-10-03
By:	Kristen Mickey (kristen.mickey@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1dAZmVOA7K56XPPPI58IyBO0EvXzKECf


"Grant Agreement - PT24077" History


 Document created by Kristen Mickey (kristen.mickey@ots.ca.gov)
2023-10-03 - 6:56:09 PM GMT


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2023-10-03 - 6:56:25 PM GMT


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2023-10-03 - 7:02:26 PM GMT


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2023-10-03 - 7:46:32 PM GMT


 Document e-signed by John J. Yergler (johny@ggcity.org)
Signature Date: 2023-10-03 - 7:46:34 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXXX7002


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2023-10-03 - 7:48:57 PM GMT


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Signature Date: 2023-10-03 - 7:48:59 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXXX7002


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2023-10-03 - 7:49:01 PM GMT


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2023-10-03 - 10:14:02 PM GMT


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2023-10-04 - 8:56:35 PM GMT


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Signature Date: 2023-10-04 - 8:56:37 PM GMT - Time Source: server


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2023-10-04 - 9:32:55 PM GMT


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Signature Date: 2023-10-04 - 9:33:40 PM GMT - Time Source: server

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2023-10-10 - 4:15:42 PM GMT

 Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)
Signature Date: 2023-10-10 - 4:15:59 PM GMT - Time Source: server

 Agreement completed.
2023-10-10 - 4:15:59 PM GMT

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Receive and file the 2023 Garden Grove Police Department Military Equipment Annual Report, and Introduce the first reading of an Ordinance approving the Military Equipment Use Policy and rescinding Ordinance No. 2935		
		Date:	10/24/2023

OBJECTIVE

For the City Council to receive and file the 2023 Garden Grove Police Department Military Equipment Annual Report, and introduce an Ordinance adopting the Military Equipment Use Policy.

BACKGROUND

Effective January 1, 2022, California Assembly Bill 481 added Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code. These provisions require law enforcement agencies to obtain the approval of their respective governing bodies, by adoption of a military equipment use policy (via ordinance), prior to use of any equipment defined by the Government Code as "military equipment." Upon approval of an agency's military equipment use policy, the agency must, thereafter, prepare an annual military equipment use report which must be published to the City's website as well as hold at least one well publicized and conveniently located community engagement meeting at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, and use of military equipment. The annual report required by Assembly Bill 481 must include a summary of each type of military equipment owned or used by the agency, its intended purpose, how each type of equipment was used by the agency in the preceding year, a summary of any complaints received by the agency concerning the equipment, the results of any internal audits pertaining to violations of the military equipment use policy, the total cost for each type of equipment, and the quantity possessed by the agency.

In addition to the required annual report, AB 481 requires each agency's governing body to review any ordinance it has approved which adopts a military equipment use policy and to vote on whether to renew the ordinance. The governing body may choose whether to renew the ordinance, disapprove authorization for use of equipment where standards have not been met, or require modifications to the military equipment use policy based on whether the equipment detailed within the annual report complies with policy and meets the standards set forth in California Government Code section 7071(d).

DISCUSSION

On June 14, 2022, the City Council adopted Ordinance No. 2935 approving Garden Grove Police Department General Order 2.29 [Military Equipment]. Pursuant to California Government Code section 7072, the Garden Grove Police Department has prepared an annual report which reflects the following for the preceding calendar year:

1. A summary of how military equipment was used and the purpose of its use;
2. A summary of any complaints or concerns received concerning the military equipment;
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response;
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar following submission of the annual report;
5. The quantity possessed for each type of military equipment; and
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

A copy of the Garden Grove Police Department's Annual Military Equipment Use Report for the period from June 2022 to September 2023 is attached hereto as Attachment 1 (hereinafter the "Annual Report"). The Annual Report has been posted on the City's website, and in accordance with the provisions of AB 481, the Department will publicize and conduct a community engagement meeting regarding the Department's use of "military equipment" at a date, time and place to be published as appropriate.

On June 14, 2022, the City adopted Ordinance No. 2935 (Attachment 2) which approved the Garden Grove Police Department's Military Equipment Policy identified as General Order 2.29. Due to the migration of the Police Department's policies to the Lexipol system, the Department's Military Equipment Policy will now be identified as Policy No. 706. Apart from the change in numbering and the update of the specific military equipment in possession of the Department for the relevant period, Policy 706 is substantively the same as General Order 2.29; however, because Ordinance No. 2935 specifies approval of Garden Grove Police Department General Order 2.29, an Ordinance is required to be introduced and adopted to reflect Policy No. 706 (Attachment 4). Pursuant to Government Code section 7071, subsection (c), consideration of an ordinance approving a military equipment use policy must take place as an agenda item for an open session of a regular city council meeting which provides an opportunity for public comment. Upon adoption, this ordinance will replace Ordinance No. 2935.

FINANCIAL IMPACT

At this time, there is only minimal financial impact associated with posting the military equipment use policy and Annual Report on the Department's website and publicizing and holding the required community engagement meeting.

RECOMMENDATION

It is recommended that the City Council:

- Receive and file the Garden Grove Police Department Military Equipment Annual Report for the year 2023; and
- Introduce the Ordinance adopting the Military Equipment Use Policy and rescinding Ordinance No. 2935.

By: Vince Vaicaro, Lieutenant

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance Adopting Military Equipment Use Policy 706	10/14/2023	Ordinance	GG_Ordinance_Adopting_the_GGPD_Military_Equipment_Use_Policy_706.DOCX
2023 Annual Military Equipment Use Report	10/13/2023	Backup Material	2023_Annual_Military_Equipment_Use_Report_(AB_481).DOCX
GGPD Policy 706	10/13/2023	Backup Material	GGPD_Policy_706_-_Military_Equipment_2023_Update_(JMM_Revisions).DOCX

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING THE GARDEN GROVE POLICE DEPARTMENT MILITARY EQUIPMENT USE POLICY PURSUANT TO GOVERNMENT CODE 7071 AND RESCINDING ORDINANCE NO. 2935.

City Attorney Summary

This Ordinance adopts the Garden Grove Police Department Military Equipment Use Policy pursuant to Government Code 7071 and replaces Ordinance No. 2935, which provided the initial approval of the Department's Military Equipment Use Policy.

WHEREAS, the mission of the Garden Grove Police Department (Department) is to provide the highest quality police services to the communities it serves; and

WHEREAS, the Department values transparency and public input, and welcomes open dialogue about its practices and operations; and

WHEREAS, the preservation and sustainability of public safety, civil rights, and officer safety is paramount; and

WHEREAS, the Department responds to a wide variety of critical incidents, instances of civil unrest, and life and death situations, and operates in numerous unpredictable, dynamic environments; and

WHEREAS, a variety of equipment options is needed for safe and effective resolution of those situations; and

WHEREAS, each situation is evaluated by incident commanders or supervisors who, based on circumstances and Department directives, determine which equipment should be used; and

WHEREAS, the Department's diverse catalogue of military equipment, as defined in state law, and associated training gives police officers the confidence and capability to deescalate volatile situations, enhance the safety of the public and officers, and bring critical incidents to a safe resolution; and

WHEREAS, from time to time, the Department may be asked to assist or need to be assisted by other law enforcement agencies, which may include use of military equipment, as defined in state law; and

WHEREAS, partnerships with other law enforcement agencies are an integral part of maintaining the continuity of public safety within the region; and

WHEREAS, Assembly Bill 481 (AB 481) became effective on January 1, 2022; and

WHEREAS, AB 481 defines military equipment in Government Code section 7070(c) to include a wide range of equipment as described in the Department's Military Equipment Policy 706; and

WHEREAS, AB 481 requires the Department to obtain the approval of the City Council by an ordinance adopting its Policy 706 prior to requesting military equipment from the federal government, seeking funds for military equipment, including grants and donations, acquiring military equipment, collaborating with another law enforcement agency in the use of military equipment in Garden Grove, using any new or existing military equipment in a manner not previously approved by the City Council, or entering into an agreement for funding, receipt, acquisition, use of, or collaboration in the use of military equipment; and

WHEREAS, to promote public safety, civil rights, and officer safety, the Department desires to continue using, seeking funding for, acquiring, and collaborating, when necessary, with other law enforcement agencies, in the use of the military equipment described in its Policy 706; and

WHEREAS, on June 14, 2022, the Council adopted Ordinance No. 2935 approving the Department's initial Military Use Policy which was, at that time, identified as General Order 2.29 and which is substantively the same as Policy 706; and

WHEREAS, the Department has presented its annual report regarding the Department's use of military equipment to the Council and the Council finds that the annual report meets the requirements of Government Code section 7072; and

WHEREAS, the Council has examined the Department's Policy 706 and finds that the Police Department has submitted all information described in Government Code section 7070(d) and 7072(a), enabling the City Council to make the findings in this ordinance; and

WHEREAS, pursuant to Government Code section 7071(d), the City Council finds that the military equipment described in Policy 706 is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

WHEREAS, pursuant to Government Code section 7071(d), the City Council further finds that Policy 706 will safeguard the public's welfare, safety, civil rights, and civil liberties; and

WHEREAS, pursuant to Government Code section 7071(d), the City Council further finds that continued use of existing military equipment and purchase of military equipment described in Policy 706 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

WHEREAS, pursuant to Government Code section 7071(d), the City Council further finds that the Department will ensure use of existing military equipment described in Policy 706 will comply with the policy in the future; and

WHEREAS, the Department's Policy 706 has been prepared as its proposed military equipment use policy, and it has been published on the Garden Grove Police Department's internet website since June 2022.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The foregoing recitals are hereby incorporated in full and adopted as the City Council's findings pertaining to the Garden Grove Police Department's Military Equipment Use Policy.

SECTION 2: Based on the above recitals and findings, and the information provided to the City Council at the public meeting, the City Council determines that Policy No. 706 of the Garden Grove Police Department complies with standards for approval under Government Code section 7071:

1. The identified military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. Policy No. 706 will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. The purchase and use of the identified military equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. All military equipment use prior to the adoption of Policy No. 706 complied with applicable Department policy in effect at that time, and adoption of Policy No. 706 will ensure future compliance.

SECTION 3: Garden Grove Police Department Policy No. 706 pertaining Military Equipment, establishing the Department's Military Equipment Use Policy is hereby approved and adopted.

SECTION 4: The City Council approves seeking funds for military equipment described in Policy No. 706, including grants and donations, acquiring military equipment described in Policy No. 706, collaborating as needed with another law enforcement agency in the deployment or use of military equipment in Garden Grove or Orange County, using existing military equipment as described in Policy No. 706, and soliciting or entering into an agreement for funds, acquisition, use of, or collaboration for use of military equipment described in Policy No. 706.

SECTION 5: That this approval is not intended to and shall not supersede existing procedures to seek approval for the appropriation and expenditure of specific funds through the bi-annual budget process, or existing processes for the approval and execution of contracts, donations, and grants.

SECTION 6: That the City Council shall review this Ordinance annually and vote whether to renew the Ordinance, consistent with the requirements of state law.

SECTION 7: This Ordinance replaces Ordinance No. 2935 and upon its adoption Ordinance No. 2935 is hereby rescinded.

SECTION 8: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 9: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2023,
by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Mayor

ATTEST:

City Clerk

**GARDEN GROVE POLICE DEPARTMENT
ANNUAL MILITARY EQUIPMENT USE REPORT
JUNE 2022 – OCTOBER 2023**

1. INTRODUCTION

Garden Grove Police Department Policy 706 [Military Equipment] (formerly General Order 2.29) sets forth the standards and procedures applicable to the Garden Grove Police Department's ("Department") acquisition and use of "military equipment" as that term is defined by California Government Code section 7070. The policy additionally provides guidelines for the Department's use of military equipment, a process to receive and evaluate questions, comments, and/or complaints from the public regarding the Department's use of military equipment, and for the preparation and publication of an annual report regarding the Department's acquisition and use of military equipment as required by California Government Code section 7072.

The annual report contemplated by Government Code section 7072 ("Annual Report") must include the following:

- a. A summary of how military equipment was used and the purpose of its use;
- b. A summary of any complaints or concerns received concerning the military equipment;
- c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response;
- d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar following submission of the annual report;
- e. The quantity possessed for each type of military equipment; and
- f. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

This document shall constitute the Department's Annual Report on the use of military equipment for the period of June 2022 through October 2023.

**2. SUMMARY OF DEPARTMENT'S USE OF MILITARY EQUIPMENT FROM
JUNE 2022 THROUGH OCTOBER 2023**

The following are summaries for each incident in which a piece of "military equipment" was utilized by the Department for the period of June 2022 through October 2023.

- On 1/23/2023, Garden Grove Police Officers responded to a residence regarding a restrained subject forcing his way into the residence. The subject had previously been arrested for being in possession of a firearm and had an outstanding warrant for that charge.

Officers established containment of the residence and utilized the Lenco Bearcat G2 Armored Rescue Vehicle (hereinafter “ARV”) to make announcements from the front of the residence. The suspect later exited the residence and was taken into custody. DR 23004503

- On 2/14/2023, Garden Grove Police Officers responded to a call for service regarding a violent suspect who had threatened to stab family members. Upon arrival, the suspect barricaded himself in the residence. After the suspect refused to surrender the SWAT team responded. The ARV was used at the location as ballistic protection as negotiators attempted to convince the suspect to surrender. When the suspect refused to communicate with negotiators, chemical agents (CTS CS Baffled Cannister Grenade and Defense Technologies 40MM CS Ferret Liquid Barricade Penetrating Projectile Rounds) were introduced into the residence and the ARV was used to breach the garage door where the suspect was barricaded. The event came to a safe conclusion when the suspect was later taken into custody. DR 23009194
- On 4/1/2023, Garden Grove Police Officers responded to a residence in reference to shots fired at the location. Upon arrival, officers learned a home invasion had occurred during which the suspects forced their way through a back door, fired a shot from a handgun, and demanded money from the occupants of the home. The ARV was used at the location as ballistic protection as officers requested all occupants of the home to exit. Officers eventually discovered that all suspects had fled prior to their arrival. DR 23018306
- On 5/23/2023, the Garden Grove Police SWAT team served a search warrant at the property of a suspect involved in a shooting incident which occurred on 4/1/2023. During execution of the search warrant the ARV was used at the location as ballistic protection. The suspect was safely taken into custody. DR 23018377
- The City of Garden Grove hosted its annual Strawberry Festival from May 26-29, 2023. The ARV was used at the festival and for the parade at fixed posts for security purposes during the events. There were no security breaches and the ARV remained parked throughout the event.
- On 7/4/2023, the Huntington Beach Police Department hosted its annual 4th of July parade. The ARV was requested for the parade and was used at a fixed post for security purposes during the event. There were no security breaches and the ARV remained parked throughout the event.
- On 8/29/2023, Garden Grove Police Officers responded to a residence in reference to a victim being physically assaulted including having a loaded gun pointed at him by the suspect. The suspect barricaded himself in the residence with his elderly disabled mother. The ARV was used at the location as ballistic protection and to breach the suspect’s bedroom window after he refused to surrender. The suspect exited the home after his window was breached and he was taken into custody. DR 23050049

- On 9/1/2023, Garden Grove Police Officers were flagged down near a hotel in reference to a victim being robbed and pistol whipped. During the investigation officers learned the suspect was in a nearby hotel room. The ARV was used at the location as ballistic protection as officers contacted the suspect. The suspect eventually surrendered and was taken into custody. A handgun was later located in the hotel room. DR 23050699

3. SUMMARY OF COMPLAINTS OR CONCERNS EXPRESSED BY CITIZENS

The Department's website has information regarding how citizens can submit questions, comments, or concerns regarding the Department's military equipment policy, or use of military equipment by the Department. Additionally, the Department accepts and investigates any complaints received regarding the use of military equipment in the same manner that all personnel complaints are received and investigated.

During the period of June 2022 through October 2023, the Department did not receive any complaints or concerns regarding the Department's military use policy, nor the manner in which Department personnel utilized military equipment.

4. RESULTS OF INTERNAL AUDITS, INFORMATION REGARDING VIOLATIONS OF MILITARY EQUIPMENT POLICY AND ACTIONS TAKEN IN RESPONSE

Use of military equipment by Department personnel is monitored by the Department's designated Military Equipment Coordinator. During the period of June 2022 through October 2023, there were no identified violations of the Department's military equipment policy.

5. QUANTITY AND ANTICIPATED ANNUAL COST FOR MILITARY EQUIPMENT

The following list reflects the military equipment in the possession of, or used by the Department, and/or military equipment which the Department anticipates acquiring in the coming year, along with details regarding the anticipated costs associated with acquisition and maintenance of the equipment.

A. RESCUE VEHICLE

Commercially produced wheeled rescue personnel vehicle utilized for law enforcement purposes.

Current Inventory:

LENCO BEARCAT G2

Description: Rescue vehicle that seats 10-12 personnel with open floor plan that allows for rescue of downed personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

Quantity: 1

Purchase Price: \$286,000.00

Fiscal Impact: Annual fiscal impact associated with this equipment cannot be determined at this time since the equipment has not been used by the Department for a sufficient amount of time to determine its annual operational costs. Since acquisition there have been no outside costs associated with maintenance of this vehicle, and the only costs associated with its use have been for fuel. The fiscal impact of this piece of equipment will be updated with the Department's annual review.

B. MOBILE COMMAND POST VEHICLE (MCP)

A vehicle utilized as a mobile office that provides shelter, access to Department computer systems, and restroom facilities during extended events.

Current Inventory:

LDV MCP VEHICLE

Description: The MCP can also be utilized for SWAT/HNT, critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events. The vehicle is currently housed inside an enclosed structure on the property of the department's Special Services building. The vehicle is the primary command and control platform for the Department's SWAT team during training and SWAT operations.

Quantity: 1

Purchase Price: \$571,791.00

Fiscal Impact: There is no outside costs associated with annual maintenance since the city maintains and services the MCP.

C. RIFLES AND ASSOCIATED AMMUNITION

Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.

Current Inventory:

SIG SAUER M400 RIFLE

Description: lightweight, magazine-fed, gas-operated semi-automatic rifle. Caliber 223/5.56, 16-inch barrel.

Quantity: 120

Purchase Price: \$1,344.00/firearm

SIG SAUER 716 DMR G2 .308 PRECISION RIFLE

Description: Semi-automatic precision rifle with an 18-inch barrel, chambered in .308 Winchester, with night force 5.5-22x50 power optic

Quantity: 4

Purchase price: \$1,977/rifle, \$1,936/scope; \$3,913 total/system.

REMINGTON 700 LTR .308 PRECISION RIFLE

Description: Bolt-action precision rifle with an 18-inch barrel, chambered in .308 Winchester

Quantity: 2

Purchase Price: \$820.00 each

SIG SAUER MCX 5.56 SBR RIFLE

Description: Semi-automatic rifle with an 11-inch barrel, chambered in 5.56, with sound suppressors.

Quantity: 22

Purchase Price: \$1,289.00 each

WINCHESTER.223 REMINGTON 55GR SILVER TIP RIFLE ROUND

Description: .223 Remington caliber, Fragmenting Polymer Tip (FPT), 55 grain bullet weight, brass cartridge case material.

Quantity: 10,000

Purchase Price: \$894.60/1,000 rounds

WINCHESTER .223 REMINGTON 55GR FRANGIBLE RIFLE ROUND

Description: .223 Remington caliber, frangible, 55 grain bullet weight, brass cartridge case material.

Quantity: 5,000

Purchase Price: \$894.60/1,000 rounds

WINCHESTER .223 REMINGTON 55GR. FULL METAL JACKET (FMJ) RIFLE ROUND

Description: 5.56 MM caliber, Full Metal Jacket (FMJ), 55 grain bullet weight, brass cartridge case material.

Quantity: 14,000

Purchase Price: \$436.60/1,000 rounds

HORNADY .308 WIN 168GR A-MAX TAP PRECISION RIFLE ROUND

Description: .308 caliber, Tactical Application Police precision rifle round, 168 grain bullet weight, used in designated marksmen rifles.

Quantity: 1,600(Current Inventory)

Purchase Price: \$1,890.00 per box of 1,400

Fiscal Impact: In addition to the purchase price for each piece of equipment listed above, there are annual maintenance costs of approximately \$50 associated with each rifle.

D. NOISE-FLASH DIVERSIONARY DEVICES

A device used to distract a potentially dangerous person or persons.

Current Inventory:

DEFENSE TECHNOLOGY (DEFTEC), MODEL 8922 DIVERSIONARY DEVICE

Description: This is the standard noise flash diversionary device. It is non-bursting, non-fragmenting single use device that produces a 175db and 6-8 million candela of light output. It is ideal for distracting potentially dangerous suspects during assaults, hostage rescue, building/room entry or other high-risk arrest situations.

Quantity: 24

Purchase Price: \$60.29 each

Fiscal Impact: There are no annual maintenance costs associated with these pieces of equipment, therefore, the only associated costs are reflected in the acquisition costs reflected above.

E. DISTRACTION AND PAIN COMPLIANCE DEVICES

A device used to distract dangerous persons while deploying less lethal munitions.

Current Inventory:

DEFENSE TECHNOLOGY (DEFTEC), MODEL 1087 STINGER GRENADE

Description: This is a hand-held, hand-thrown grenade and has an initial 1 second delayed fuse. Once the fuse is discharged at a low speed, the main charge detonates to produce a loud sound and bright flash of light, and the distribution of approximately 180 rubber pellets of .32 caliber size are expelled from the grenade, and the pellets can travel up to 50 ft. from the point of detonation.

Quantity: 96

Purchase Price: \$46.86 each

Fiscal Impact: There are no annual maintenance costs associated with these pieces of equipment, therefore, the only associated costs are reflected in the acquisition costs reflected above.

F. EXPLOSIVE BREACHING TOOLS

Tools that are used to conduct an explosive breach.

Current Inventory:

KINETIC BREACHING TOOL (KBT) MODEL KIT-ATIKBT3-1000

Description: The KBT is a power actuated kinetic energy forced entry tool. It utilizes a crimped blank explosive charge which drives a captive steel impact plate directed at the breach point. The impact plate extends forward out of the clamshell shroud and impacts against the target with a high level of kinetic energy to defeat the entry point or fortification. The impact plate automatically retracts and is reset in the breaching device. The KBT uses semi-automatic cycling, allowing repeated strikes on hardened or multiple targets. The KBT's intended use is for forced entry during high-risk operations with secure entry points and is designed to be operated

by a single officer/tactical team member. The KBT weighs 28 lbs. dimensions are 35 in. x 9.9 in. X 9.3 in. and has an audible report of 115dB. The KBT utilizes a proprietary blank cartridge to deliver up to 850 foot pounds of kinetic energy through the steel ram. There is no projectile or explosive energy that leaves the device except for the force of the ram, which is permanently captured in the breaching device.

Quantity: 1

Purchase Price: \$10,579.38

Fiscal Impact: There are no annual maintenance costs associated with these pieces of equipment, therefore, the only associated costs are reflected in the acquisition costs reflected above.

KBT3-1100 POWER CARTRIDGES

Description: .45 Caliber crimped blank explosive charge delivering up to 850 ft. /lb. of force through a hardened steel ram. Power Cartridges are used for the Kinetic Breaching Tool (KBT) Model KIT-ATIKBT3-1000. No projectile or explosive energy leaves the device except the force of the ram which is permanently captured in the KBT from an 8-slot cylindrical magazine.

Quantity: 98

Purchase Price: \$4.56 each

Fiscal Impact: Annual re-supply for training purposes and use during SWAT deployments estimated to be \$454.56 annually.

REMINGTON 870 BREACHING SHOTGUN

Description: The modified short-barreled Remington 870 ballistic breaching shotgun is equipped with a serrated breaching standoff muzzle recoil reducer, rubber grip, plastic side saddle and tactical slinging system which fires a frangible ballistic breaching round. Depending on the constructed material of the door, operators of the Remington 870 Breaching Shotgun shall determine whether Tesar #1 Orange Cap 275 grain compressed copper frangible breaching round rated for solid wood doors, light steel, hinges and locks or Tesar #4 Yellow Cap 750 grain compressed copper frangible ballistic breaching round rated for heavy steel, hinges and locks will be used. Range of both Tesar #1 and Tesar #4 shall not exceed in excess of ½ mile. The Remington 870 Breaching Shotgun shall only be used by SWAT operators trained in the use of the Remington 870 ballistic breaching shotgun, with a stand-off of 6” inches less. Effectiveness depends on the constructed material of the door whether wood or steel, locking mechanism, hinges and/or door’s frame.

Quantity: 8

Purchase Price: \$409.73 each

Fiscal Impact: Annual maintenance is approximately \$50 for each breaching shotgun.

TESAR #1, ORANGE CAP 275 GRAIN COMPRESSED COPPER FRANGIBLE BALLISTIC BREACHING ROUNDS

Description: Manufactured by Royal Arms, International the Tesar #1 Orange Cap 275 grain compressed copper frangible ballistic breaching round is used for the sole purpose of the immediate defeat of any/all door's locking mechanisms or padlock hasps, minimizing the potential for ricochet or injury to any individual who operates with this frangible round. The frangible ballistic breaching round is rated for solid wood doors, light steel, hinges and locks.

Quantity: 140

Purchase Price: \$4.50 each

Fiscal Impact: Annual re-supply for training purposes and use during SWAT deployments estimated to be \$300.

TESAR #4, YELLOW CAP 750 GRAIN COMPRESSED COPPER FRANGIBLE BALLISTIC BREACHING ROUNDS

Description: Manufactured by Royal Arms, International the Tesar #4 Yellow Cap 750 grain compressed copper frangible ballistic breaching round is used for the sole purpose of the immediate defeat of any/all door's locking mechanisms or padlock hasps, minimizing the potential for ricochet or injury to any individual who operates with this frangible round. The frangible ballistic breaching round is rated for heavy steel, hinges and locks.

Quantity: 20

Purchase Price: \$397.50

Fiscal Impact: Annual re-supply for training purposes and use during SWAT deployments estimated to be \$300.

G. CHEMICAL AGENTS AND SMOKE CANISTERS

Canisters/Munitions containing chemical agents that are released when deployed.

Current Inventory:

COMBINE SYSTEMS (CTS), CS BAFFLED CANISTER GRENADE

Description: The design of the CS Baffled Canister Grenade allows the contents to burn within an internally baffled can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver 25 grams of agent during its 20-40 seconds burn time. The device is launchable. Part Number 5230B.

Quantity: 81

Purchase Price: \$31.25 each

DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

Description: The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver 20 grams of agent during its 20-30 seconds burn time. The device is not launchable. Part Number 1032.

Quantity: 8

Purchase Price: \$35.72 each

DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

Description: The Spede-Heat CS Grenade is a high volume, continuous burn munition. It expels a CS payload of 81.2 grams in approximately 20-40 seconds. The CS is discharged through four gas ports on top of the canister, three gas ports on the side, and one gas port on the bottom. The device is launchable. Part Number 1072.

Quantity: 11

Purchase Price: \$36.71 each

DEFENSE TECHNOLOGY RIOT CONTROL CONTINUOUS DISCHARGE GRENADE, OC

Description: The Riot Control OC Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable

grenade is 6.0 in. by 2.6 in. and hold approximately 25g of OC chemical agent. Part Number: 1056.

Quantity: 5

Purchase Price: \$44.76 each

DEFENSE TECHNOLOGY POCKET TACTICAL GRENADE, CS

Description: The Pocket Tactical CS Grenade is small, and lightweight. The 25.2g of CS chemical agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade. Part Number 1016.

Quantity: 3

Purchase Price: \$22.38 each

DEFENSE TECHNOLOGY 40MM CS FERRET LIQUID BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Liquid munition is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety. The munition is non-burning and suitable for indoor use. It is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers 6.9 grams of chemical payload inside of a structure or vehicle. The active CS agent instantaneously discharges on impact. Part Number 2262.

Quantity: 18

Purchase Price: \$26.90 each

DEFENSE TECHNOLOGY OC AEROSOL GRENADE 1.3% FOGGER, 6oz

Description: The 1 oz. / 6 oz. OC Aerosol Grenade will deliver its payload of 1/3% MC% OC in 15-20 seconds. This is an anatomized mist which enhances the pungent 1.3% OC formulation. Ideal for area denial areas like attics, garages, etc. This device has minimum clean up. The canister may also be handheld to direct the spray pattern. This product is designed to provide room clearing ability with minimum clear up requirements. Part number 56854.

Quantity: 4

Purchase Price: \$21.90 each

DEFENSE TECHNOLOGY MILITARY-STYLE BLACK SMOKE GRENADE

Description: The Maximum Smoke Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 30-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to reroute a crowd. The volume of smoke is fast and obtrusive. This launchable colored smoke grenade is 6 x 2.35 inches and holds approximately 2.9 ounces of active agent. Part number 1062.

Quantity: 1

Purchase Price: \$45.33 each

DEFENSE TECHNOLOGY MILITARY-STYLE SAF-SMOKE GRENADE

Description: The Saf-Smoke Grenade was designed for training, but may also be used in operations. The Saf-Smoke Grenade offer the same approximate burn times as the Spede-Heat Grenade in CN or CS and the Riot Control Grenade in CN or CS. The similar burn times make it the appropriate choice for training or simulation deployment of chemical agent canisters. The Saf-Smoke formulation is considered to be less toxic than Hexachloroethane (HC) smoke. The Saf-Smoke Grenade emits a very white smoke. Part number 1063.

Quantity: 1

Purchase Price: \$32.30 each

DEFENSE TECHNOLOGY SKAT SHELL 40MM MULTIPLE PROJECTILE ROUND, CS

Description: The Skat Shell 40mm CS multiple chemical projectile round is designed to deliver multiple CS canisters from a 40mm launcher. It is designed for outdoor use and has a fire-producing capability and has a maximum effective range of 80-100 yards. It is widely used as a crowd management tool for the rapid and broad deployment of a chemical agent by a single grenadier. The Skat Shell contains four separate sub-munitions and provides a wide area of coverage. Part number 6172.

Quantity: 97

Purchase Price: \$30.12 each

CTS LC5 CHEMICAL AGENT LAUNCHING CUPS

Description: The chemical agent launching cup is affixed to the barrel end of a Remington 870 shotgun and fastened onto the barrel by a metal band and hand-tightened screw. The launching cup is utilized to hold launchable OC, CS, and smoke munitions to effectively launch them from a safe distance into the designated target area.

Quantity: 4

Purchase Price: \$278.82 each

VULCAN MUNITIONS POLE

Description: The Vulcan Munitions Pole is utilized to safely deploy munitions into doors, windows, and openings of buildings and vehicles to introduce OC, CS, smoke, and diversionary devices to distract, disrupt, or incapacitate subjects barricaded in structures or vehicles. The Vulcan Munitions pole weighs less than 9 pounds and is capable of extending from less than 8 feet in length to 13 feet in length.

Quantity: 2

Purchase Price: \$2,412.62 each

CUSTOM METAL CONCEPTS BURN SAFE

Description: The Burn Safe is a double walled container constructed of aluminum. It is designed to contain the flames inside the inner chamber thereby reducing the probability of starting a fire. The Burn Safe weighs approximately 8 pounds and is hand-deployed by officers. The weight allows the user to successfully penetrate windows, screens, and glass doors. The Burn Safe allows the introduction of significant amounts of pyrotechnic chemical agent into the target, which increases the probability of a successful resolution.

Quantity: 2

Purchase Price: \$1,812.00 each

CUSTOM METAL CONCEPTS GAS RAM

Description: The Gas Ram is a multi-use tool that can be utilized for forced entry as a door ram or be deployed as a pyrotechnic Chemical Agent delivery system. The Gas Ram is equipped with a 12 inch or 24 inch metal probe capable of penetrating walls, doors, sheet metal siding and into vehicles. Inserting the longer 24 inch probe allows use through roofs and dead air spaces. Both probes are effective in delivering significant amounts of pyrotechnic chemical agents with a minimal probability of starting fires.

Quantity: 1

Purchase Price: \$1,500.00

**DEFENSE TECHNOLOGY, 12-GUAGE MUZZLE BANG/LAUNCHING
CARTRIDGE ROUND**

Description: The 1210 12-Gauge Muzzle Bang/Launching Cartridge incorporates an opaque shell and utilizes black powder as the propellant. It has the ability to be used alone as a Muzzle Bang for crowd management or for propelling grenades when equipped with and using a Department authorized launching cup. Part number 1210.

Quantity: 60

Purchase Price: \$7.13 each

Fiscal Impact: There are no annual maintenance costs associated with these pieces of equipment, therefore, the only associated costs are reflected in the acquisition costs reflected above.

H. PEPPERBALL LAUNCHER AND ASSOCIATED MUNITIONS

A device that discharges irritant projectiles.

Current Inventory:

TIPPMANN PEPPERBALL GUN

Description: A compressed-air powered launcher designed to fire non-lethal PepperBall projectiles.

Quantity: 7

Purchase Price: \$316.79 each

PEPPERBALL LIVE-X PROJECTILE

Description: The Live Projectile contains a concentrated amount of PAVA pepper powder. One round of LIVE-X contains the equivalent to 10 PepperBall rounds. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60 ft. and an area of saturation of 150+ft. The projectile contains 5% PAVA Powder.

Quantity: 2,400

Purchase Price: \$928.00/case of 375 projectiles

Fiscal Impact: There are no annual maintenance costs associated with these pieces of equipment, therefore, the only associated costs are reflected in the acquisition costs reflected above.

I. 40 MM LAUNCHER AND ASSOCIATED MUNITIONS

40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.

Current Inventory:

DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER

Description: The 40MM Single Launcher is a tactical single shot launcher. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40mm less lethal round up to 131 feet.

Quantity: 5

Purchase Price: \$888.70 each

DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE

Description: A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 foot pounds of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.

Quantity: 290

Purchase Price: \$20.61 each

Fiscal Impact: In addition to the acquisition costs reflected above, there are annual maintenance costs estimated to be approximately \$50 for each launcher.

J. LESS LETHAL SHOTGUN AND ASSOCIATED MUNITIONS

Device used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.

Current Inventory:

REMINGTON 870 LESS LETHAL SHOTGUN

Description: The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of de-escalation.

Quantity: 65

Purchase Price: \$395.75 each

DRAG STABILIZED 12-GAUGE BEANBAG ROUND

Description: A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Drag Stabilized Model is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Drag Stabilized Model is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Drag Stabilized Model is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Quantity: 420

Purchase Price: \$6.47each

Fiscal Impact: In addition to the acquisition costs reflected above, there are annual maintenance costs estimated to be \$50 for each shotgun.

6. ANTICIPATED ACQUISITION OF ADDITIONAL MILITARY EQUIPMENT

Aside from replenishment of fungible munitions described in Section 5 above, the Department does not anticipate that it will seek to acquire any additional military equipment in the next calendar year. Should the needs of the Department change, it will seek the authorization of the Garden Grove City Council prior to acquisition of such equipment as required by Policy 706 and Government Code section 7070 *et seq.*

Military Equipment

706.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). This policy is provided to fulfill the obligations set forth in Assembly Bill No. 481. These obligations include but are not limited to seeking approval on specific items deemed to be military equipment and requirements related to compliance, annual reporting, cataloging, and complaints regarding these items.

706.1.1 DEFINITIONS

State

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department which, for the purposes of the Department, would be the Garden Grove City Council.

Military equipment – Any of a wide variety of items as defined by California Government Code § 7070, subsections (c)(1) through (c)(16).

Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue service weapons and their ammunition.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.

- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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706.2 POLICY

State

It is the policy of the Garden Grove Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

Best Practice

The Chief of Police should designate the Professional Standards Division Lieutenant to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the Garden Grove City Council for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, and any equipment the Department intends to acquire that requires approval by the Garden Grove City Council.
- (c) Conducting an inventory of all Department military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Garden Grove Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
- (g) Providing information on the Department website which details how members of the public can ask questions, raise concerns, or make comments regarding the military equipment policy, or any use of military equipment by members of the Department. The military equipment coordinator is required to respond to questions, comments, and/or concerns as set forth in requirements of section 706.9 of this policy.
- (h) Ensuring that any proposed and/or approved military equipment use policy is made available on the Department website for as long as the military equipment identified in the policy is available for use. (Government Code § 7071(d)(2))

706.4 MILITARY EQUIPMENT USE CONSIDERATIONS

The military equipment acquired and authorized by the Department is:

- (a) Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- (b) Reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Military Equipment

706.5 MILITARY EQUIPMENT INVENTORY

State

The following constitutes an inventory of equipment owned and/or in the possession of the Garden Grove Police Department which is deemed to be military equipment as defined by this policy and state law:

See Attachment: 706.5 MILITARY EQUIPMENT INVENTORY

706.6 APPROVAL

State

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the City Council and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment policy at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.7 COORDINATION WITH OTHER JURISDICTIONS

State

Military equipment used by other jurisdictions that are providing mutual aid to this Department shall comply with their respective military equipment use policy in rendering mutual aid.

706.8 ANNUAL REPORT

State

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

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Military Equipment

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

Within 30 days of submitting and publicly releasing an annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

706.9 CITIZEN COMMENTS, QUESTIONS AND CONCERNS

State

(a) Complaints. Any complaint regarding the use of military equipment governed by this policy shall be processed in accordance with the Personnel Complaint Policy.

(b) Questions, Comments, and Concerns. The military equipment coordinator designated by the Chief of Police shall be required to include information on the Department's website detailing how members of the public can submit questions, comments, or concerns regarding the military equipment use policy, or use of military equipment that is governed by this policy. This information shall include the military use coordinator's email address and telephone number. The military equipment coordinator must respond, in writing when possible, to any question, comment, or concern raised by a member of the public within 10 days of receipt of the comment, question, or concern. When appropriate, the military equipment coordinator will forward any concern which rises to the level of a citizen complaint to the professional standards division for handling pursuant to the Personnel Complaint Policy. .

706.9 COMPLIANCE AND OVERSIGHT

State

(a) Compliance. All members of the Department are required to comply with this military use policy. Failure of any member to comply with this military use policy may subject that member to discipline as set forth in the Personnel Complaint Policy. .

(b) Oversight. The City Council of the City of Garden Grove shall have oversight authority with respect to the provisions of this policy and its implementation.

Military Equipment

**ATTACHMENT 706.5 TO GARDEN GROVE POLICE DEPARTMENT
POLICY 706**

MILITARY EQUIPMENT INVENTORY

The following constitutes an inventory of equipment owned and/or in the possession of the Garden Grove Police Department which is deemed to be military equipment as defined by this policy and state law:

1. RESCUE VEHICLE

Commercially produced wheeled rescue personnel vehicle utilized for law enforcement purposes.

Current Inventory:

LENCO BEARCAT G2

Description: Rescue vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. ***The armored vehicle was purchased by the Department prior to January 1, 2022, and was delivered on April 6, 2022.***

Quantity: 1

Purchase Price: \$286,000.00

Purpose: To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use: The use of the rescue vehicle shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Rescue vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Expected Lifespan: 25 years.

Fiscal Impact: Annual fiscal impact cannot be determined at this time since the equipment has not been used by the Department for a sufficient amount of time to allow the Department to determine its operational costs. Since acquisition, there have been no outside maintenance costs associated with the vehicle and the only associated costs have been for fuel. The fiscal impact of this piece of equipment will be updated with the Department's next annual review.

Training: All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

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Legal and Procedural Rules: It is the policy of the Department to utilize rescue vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

2. MOBILE COMMAND POST VEHICLE (MCP)

A vehicle utilized as a mobile office that provides shelter, access to Department computer systems, and restroom facilities during extended events.

Current Inventory:

LDV MCP VEHICLE

Description: The MCP can also be utilized for SWAT/HNT, critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events. The vehicle is currently housed inside an enclosed structure on the property of the department's Special Services building. The vehicle is the primary command and control platform for the Department's SWAT team during training and SWAT operations.

Quantity: 1

Purchase Price: \$571,791.00

Purpose: To be used based on the specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.

Authorized Use: Only officers trained in the deployment and operations in a manner consistent with Department policy and training are authorized to operate the MCP. Furthermore, only officers who have completed the California State Class B Commercial driving school and become properly licensed will be allowed to drive the MCP. Situations in which the MCP is authorized for use would include, but not be limited to, critical incidents, emergencies, and natural disasters.

Expected Lifespan: The MCP, has a 20-year lifespan on chassis and vehicle structure.

Fiscal Impact: There is no outside costs associated with annual maintenance since the city maintains and services the MCP.

Training: The driver/operator shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver. Driver/operators shall also undergo California Department of Motor Vehicles commercial vehicle testing.

Legal and Procedural Rules: It is the policy of the Department to use the MCP only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

3. RIFLES AND ASSOCIATED AMMUNITION

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~~Firearm designed and intended to be fired from the shoulder and designed to use the energy in a fixed metallic cartridge to fire only a single projectile through a rifled bore for each single pull of the trigger.~~

Current Inventory:

SIG SAUER M400 RIFLE

Description: lightweight, magazine-fed, gas-operated semi-automatic rifle. Caliber 223/5.56, 16-inch barrel.

Quantity: 120

Purchase Price: \$1,344.00/firearm

SIG SAUER 716 DMR G2 .308 PRECISION RIFLE

Description: Semi-automatic precision rifle with an 18-inch barrel, chambered in .308 Winchester, with night force 5.5-22x50 power optic

Quantity: 4

Purchase price: \$1,977/rifle, \$1,936/scope; \$3,913 total/system.

REMINGTON 700 LTR .308 PRECISION RIFLE

Description: Bolt-action precision rifle with an 18-inch barrel, chambered in .308 Winchester

Quantity: 2

Purchase Price: \$820.00 each

SIG SAUER MCX 5.56 SBR RIFLE

Description: Semi-automatic rifle with an 11-inch barrel, chambered in 5.56, with sound suppressors.

Quantity: 22

Purchase Price: \$1,289.00 each

WINCHESTER.223 REMINGTON 55GR SILVER TIP RIFLE ROUND

Description: .223 Remington caliber, Fragmenting Polymer Tip (FPT), 55 grain bullet weight, brass cartridge case material.

Quantity: 10,000

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Purchase Price: \$894.60/1,000 rounds

WINCHESTER .223 REMINGTON 55GR FRANGIBLE RIFLE ROUND

Description: .223 Remington caliber, frangible, 55 grain bullet weight, brass cartridge case material.

Quantity: 5,000

Purchase Price: \$894.60/1,000 rounds

WINCHESTER .223 REMINGTON 55GR. FULL METAL JACKET (FMJ) RIFLE ROUND

Description: 5.56 MM caliber, Full Metal Jacket (FMJ), 55 grain bullet weight, brass cartridge case material.

Quantity: 14,000

Purchase Price: \$436.60/1,000 rounds

HORNADY .308 WIN 168GR A-MAX TAP PRECISION RIFLE ROUND

Description: .308 caliber, Tactical Application Police precision rifle round, 168 grain bullet weight, used in designated marksmen rifles.

Quantity: 1,600(Current Inventory)

Purchase Price: \$1,890.00 per box of 1,400

Purpose: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and if use is feasible.

Authorized Use: Only officers who have received training with the specific firearm are authorized to use that rifle.

Expected Life Span: No expiration date.

Fiscal Impact: Annual maintenance is approximately \$50 for each rifle.

Training: Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification four times a year.

Legal and Procedural Rule: It is the policy of the Garden Grove Police Department to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

4. NOISE-FLASH DIVERSIONARY DEVICES

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A device used to distract a potentially dangerous person or persons.

Current Inventory:

DEFENSE TECHNOLOGY (DEFTEC), MODEL 8922 DIVERSONARY DEVICE

Description: This is the standard noise flash diversionary device. It is non-bursting, non-fragmenting single use device that produces a 175db and 6-8 million candela of light output. It is ideal for distracting potentially dangerous suspects during assaults, hostage rescue, building/room entry or other high-risk arrest situations.

Quantity: 24

Purchase Price: \$60.29 each

Purpose: A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light which, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use: Diversionary Devices shall only be used:

1. By officers who have been trained in their proper use.
2. In hostage and barricaded subject situations.
3. In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.
4. During other high-risk situations where their use would enhance officer safety.
5. During training exercises.

Expected Lifespan: Until used.

Fiscal Impact: No annual maintenance.

Training: Prior to use, officers must attend diversionary device training that is conducted by POST certified instructors.

Legal and Procedural Rules: Use is established in the Garden Grove Police Department Special Weapons and Tactics Manual. It is the policy of the GGPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

5. DISTRACTION AND PAIN COMPLIANCE DEVICES

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A device used to distract dangerous persons while deploying less lethal munitions.

Current Inventory:

DEFENSE TECHNOLOGY (DEFTEC), MODEL 1087 STINGER GRENADE

Description: This is a hand-held, hand-thrown grenade and has an initial 1 second delayed fuse. Once the fuse is discharged at a low speed, the main charge detonates to produce a loud sound and bright flash of light, and the distribution of approximately 180 rubber pellets of .32 caliber size are expelled from the grenade, and the pellets can travel up to 50 ft. from the point of detonation.

Quantity: 96

Purchase Price: \$46.86 each

Purpose: To limit the escalation of conflict and decrease use of lethal force when feasible. Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

Authorized Use: Stinger Grenade Devices shall only be used:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises.

Expected Lifespan: Until used.

Fiscal Impact: No annual maintenance.

Training: Prior to use, officers must attend diversionary device training that is conducted by POST certified instructors.

Legal and Procedural Rules: It is the policy of the GGPD to utilize Stinger Grenades only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

6. EXPLOSIVE BREACHING TOOLS

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Tools that are used to conduct an explosive breach.

Current Inventory:

KINETIC BREACHING TOOL (KBT) MODEL KIT-ATIKBT3-1000

Description: The KBT is a power actuated kinetic energy forced entry tool. It utilizes a crimped blank explosive charge which drives a captive steel impact plate directed at the breach point. The impact plate extends forward out of the clamshell shroud and impacts against the target with a high level of kinetic energy to defeat the entry point or fortification. The impact plate automatically retracts and is reset in the breaching device. The KBT uses semi-automatic cycling, allowing repeated strikes on hardened or multiple targets. The KBT's intended use is for forced entry during high-risk operations with secure entry points and is designed to be operated by a single officer/tactical team member. The KBT weighs 28 lbs. dimensions are 35 in. x 9.9 in. X 9.3 in. and has an audible report of 115dB. The KBT utilizes a proprietary blank cartridge to deliver up to 850 foot pounds of kinetic energy through the steel ram. There is no projectile or explosive energy that leaves the device except for the force of the ram, which is permanently captured in the breaching device.

Quantity: 1

Purchase Price: \$10,579.38

Purpose: To safely gain entry into a structure.

Authorized Use: Use of the KBT may only occur after the operator gains authorization by the Incident Commander, SWAT Commander in the field, SWAT team leader, SWAT assistant team leader, and/or during training exercises.

Expected Lifespan: Kinetic Breaching Tool (KBT) - 30 years. Blank cartridges – 5 years (preferably rotate rounds within 1 year).

Fiscal Impact: No annual maintenance.

Training: All officers who use explosive breaching tools shall attend and successfully pass a certified course in the use of any breaching or explosive entry tool.

Legal and Procedural Rules: It is the policy of the Garden Grove Police Department to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

KBT3-1100 POWER CARTRIDGES

Description: .45 Caliber crimped blank explosive charge delivering up to 850 ft. /lb. of force through a hardened steel ram. Power Cartridges are used for the Kinetic Breaching Tool (KBT) Model KIT-ATIKBT3-1000. No projectile or explosive energy

leaves the device except the force of the ram which is permanently captured in the KBT from an 8-slot cylindrical magazine.

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Quantity: 98

Purchase Price: \$4.56 each

Purpose: The immediate defeat of any locking mechanism.

Authorized Use: SWAT personnel only who have been trained in the use of the Kinetic Breaching Tool (KBT) Model KIT-ATIKBT3-1000.

Expected Life Span: 5 years, preferably rotate rounds within 1 year.

Fiscal Impact: Annual re-supply for training purposes and use during SWAT deployments \$454.56 annually.

Training: All SWAT personnel who have attended and successfully passed a POST approved basic SWAT school are trained quarterly and receive additional training internally. SWAT operators who utilize the power cartridges shall have completed an approved and certified course in the use of any breaching or explosive entry tool.

Legal and Procedural Rules: It is the policy of the Garden Grove Police Department to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

REMINGTON 870 BREACHING SHOTGUN

Description: The modified short barreled Remington 870 ballistic breaching shotgun is equipped with a serrated breaching standoff muzzle recoil reducer, rubber grip, plastic side saddle and tactical slinging system which fires a frangible ballistic breaching round. Depending on the constructed material of the door, operators of the Remington 870 Breaching Shotgun shall determine whether Tesar #1 Orange Cap 275 grain compressed copper frangible breaching round rated for solid wood doors, light steel, hinges and locks or Tesar #4 Yellow Cap 750 grain compressed copper frangible ballistic breaching round rated for heavy steel, hinges and locks will be used. Range of both Tesar #1 and Tesar #4 shall not exceed in excess of ½ mile. The Remington 870 Breaching Shotgun shall only be used by SWAT operators trained in the use of the Remington 870 ballistic breaching shotgun, with a stand-off of 6" inches less. Effectiveness depends on the constructed material of the door whether wood or steel, locking mechanism, hinges and/or door's frame.

Quantity: 8

Purchase Price: \$409.73 each

Purpose: To safely gain entry into a structure and or/interior doors and the immediate defeat of any/all locking mechanisms.

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Authorized Use: Use of the Remington 870 Breaching Shotgun may only occur after the operator gains authorization by the Incident Commander, SWAT Commander in the field, SWAT team leader, SWAT assistant team leader, and/or during training exercises.

Expected Lifespan: Remington 870 Breaching Shotgun- 25 years, Tesar #1 Orange Cap 275 grain compressed copper frangible ballistic breaching rounds- no listed expiration date. Tesar #4 Yellow Cap 750 grain compressed copper frangible ballistic breaching rounds- no listed expiration date.

Fiscal Impact: Annual maintenance is approximately \$50 for each breaching shotgun.

Training: All SWAT personnel who have attended and successfully passed a POST approved basic SWAT school are training quarterly and receive additional training internally. SWAT operators who utilize the Remington 870 Breaching Shotgun have completed an approved and certified course in the use of any breaching or explosive entry tool.

Legal and Procedural Rules: It is the policy of the Garden Grove Police Department to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

TESAR #1, ORANGE CAP 275 GRAIN COMPRESSED COPPER FRANGIBLE BALLISTIC BREACHING ROUNDS

Description: Manufactured by Royal Arms, International the Tesar #1 Orange Cap 275 grain compressed copper frangible ballistic breaching round is used for the sole purpose of the immediate defeat of any/all door's locking mechanisms or padlock hasps, minimizing the potential for ricochet or injury to any individual who operates with this frangible round. The frangible ballistic breaching round is rated for solid wood doors, light steel, hinges and locks.

Quantity: 140

Purchase Price: \$4.50 each

Purpose: The immediate defeat of a door's locking mechanism.

Authorized Use: SWAT personnel only who have been trained in the use of the Remington 870 Ballistic Breaching Shotgun.

Expected Life Span: No listed expiration date.

Fiscal Impact: Annual re-supply for training purposes and use during SWAT deployments \$300 yearly.

Training: All SWAT personnel who have attended and successfully passed a POST approved basic SWAT school are trained quarterly and receive additional training internally. SWAT operators who utilize the Tesar #1 frangible ballistic breaching round shall have completed an approved and certified course in the use of any breaching or explosive entry tool.

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Legal and Procedural Rules: It is the policy of the Garden Grove Police Department to utilize breaching tools/rounds only for official law enforcement purposes, and pursuant to State and Federal law.

TESAR #4, YELLOW CAP 750 GRAIN COMPRESSED COPPER FRANGIBLE BALLISTIC BREACHING ROUNDS

Description: Manufactured by Royal Arms, International the Tesar #4 Yellow Cap 750 grain compressed copper frangible ballistic breaching round is used for the sole purpose of the immediate defeat of any/all door's locking mechanisms or padlock hasps, minimizing the potential for ricochet or injury to any individual who operates with this frangible round. The frangible ballistic breaching round is rated for heavy steel, hinges and locks.

Quantity: 20

Purchase Price: \$397.50

Purpose: The immediate defeat of a door's locking mechanism.

Authorized Use: SWAT personnel only who have been trained in the use of the Remington 870 Ballistic Breaching Shotgun.

Expected Life Span: No listed expiration date.

Fiscal Impact: Annual re-supply for training purposes and use during SWAT deployments \$300 yearly.

Training: All SWAT personnel who have attended and successfully passed a POST approved basic SWAT school are trained quarterly and receive additional training internally. SWAT operators who utilize the Tesar #4 frangible ballistic breaching round shall have completed an approved and certified course in the use of any breaching or explosive entry tool.

Legal and Procedural Rules: It is the policy of the Garden Grove Police Department to utilize breaching tools/rounds only for official law enforcement purposes, and pursuant to State and Federal law.

7. CHEMICAL AGENTS AND SMOKE CANISTERS

Canisters/Munitions containing chemical agents that are released when deployed.

Current Inventory:

COMBINE SYSTEMS (CTS), CS BAFFLED CANISTER GRENADE

Description: The design of the CS Baffled Canister Grenade allows the contents to burn within an internally baffled can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or

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dislodge a barricaded subject. This grenade will deliver 25 grams of agent during its 20-40 seconds burn time. The device is launchable. Part Number 5230B.

Quantity: 81

Purchase Price: \$31.25 each

DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE

Description: The design of the Tri-Chamber Flameless CS Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver 20 grams of agent during its 20-30 seconds burn time. The device is not launchable. Part Number 1032.

Quantity: 8

Purchase Price: \$35.72 each

DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE

Description: The Spede-Heat CS Grenade is a high volume, continuous burn munition. It expels a CS payload of 81.2 grams in approximately 20-40 seconds. The CS is discharged through four gas ports on top of the canister, three gas ports on the side, and one gas port on the bottom. The device is launchable. Part Number 1072.

Quantity: 11

Purchase Price: \$36.71 each

DEFENSE TECHNOLOGY RIOT CONTROL CONTINUOUS DISCHARGE GRENADE, OC

Description: The Riot Control OC Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to route a crowd. The volume of smoke and agent is vast and obtrusive. This launchable grenade is 6.0 in. by 2.6 in. and hold approximately 25g of OC chemical agent. Part Number: 1056.

Quantity: 5

Purchase Price: \$44.76 each

DEFENSE TECHNOLOGY POCKET TACTICAL GRENADE, CS

Description: The Pocket Tactical CS Grenade is small, and lightweight. The 25.2g of CS chemical agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. Though this device is slightly over four

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Quantity: 3

Purchase Price: \$22.38 each

DEFENSE TECHNOLOGY 40MM CS FERRET LIQUID BARRICADE PENETRATING PROJECTILE ROUND

Description: The 40MM CS Ferret Liquid munition is a frangible projectile filled with chemical agent. It is designed to deliver chemical agents in barricade situations from a 40mm launcher. Spin stabilization from barrel rifling affords maximum stand-off distance and accuracy for safety. The munition is non-burning and suitable for indoor use. It is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers 6.9 grams of chemical payload inside of a structure or vehicle. The active CS agent instantaneously discharges on impact. Part Number 2262.

Quantity: 18

Purchase Price: \$26.90 each

DEFENSE TECHNOLOGY OC AEROSOL GRENADE 1.3% FOGGER, 6oz

Description: The 1 oz. / 6 oz. OC Aerosol Grenade will deliver its payload of 1/3% MC% OC in 15-20 seconds. This is an anatomized mist which enhances the pungent 1.3% OC formulation. Ideal for area denial areas like attics, garages, etc. This device has minimum clean up. The canister may also be handheld to direct the spray pattern. This product is designed to provide room clearing ability with minimum clear up requirements. Part number 56854.

Quantity: 4

Purchase Price: \$21.90 each

DEFENSE TECHNOLOGY MILITARY-STYLE BLACK SMOKE GRENADE

Description: The Maximum Smoke Grenade is designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 30-40 seconds through four gas ports located on the top of the canister. This grenade can be used to conceal tactical movement or to reroute a crowd. The volume of smoke is fast and obtrusive. This launchable colored smoke grenade is 6 x 2.35 inches and holds approximately 2.9 ounces of active agent. Part number 1062.

Quantity: 1

Purchase Price: \$45.33 each

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DEFENSE TECHNOLOGY MILITARY-STYLE SAF-SMOKE GRENADE

Description: The Saf-Smoke Grenade was designed for training, but may also be used in operations. The Saf-Smoke Grenade offer the same approximate burn times as the Spede-Heat Grenade in CN or CS and the Riot Control Grenade in CN or CS. The similar burn times make it the appropriate choice for training or simulation deployment of chemical agent canisters. The Saf-Smoke formulation is considered to be less toxic than Hexachloroethane (HC) smoke. The Saf-Smoke Grenade emits a very white smoke. Part number 1063.

Quantity: 1

Purchase Price: \$32.30 each

DEFENSE TECHNOLOGY SKAT SHELL 40MM MULTIPLE PROJECTILE ROUND, CS

Description: The Skat Shell 40mm CS multiple chemical projectile round is designed to deliver multiple CS canisters from a 40mm launcher. It is designed for outdoor use and has a fire-producing capability and has a maximum effective range of 80-100 yards. It is widely used as a crowd management tool for the rapid and broad deployment of a chemical agent by a single grenadier. The Skat Shell contains four separate sub-munitions and provides a wide area of coverage. Part number 6172.

Quantity: 97

Purchase Price: \$30.12 each

CTS LC5 CHEMICAL AGENT LAUNCHING CUPS

Description: The chemical agent launching cup is affixed to the barrel end of a Remington 870 shotgun and fastened onto the barrel by a metal band and hand-tightened screw. The launching cup is utilized to hold launchable OC, CS, and smoke munitions to effectively launch them from a safe distance into the designated target area.

Quantity: 4

Purchase Price: \$278.82 each

VULCAN MUNITIONS POLE

Description: The Vulcan Munitions Pole is utilized to safely deploy munitions into doors, windows, and openings of buildings and vehicles to introduce OC, CS, smoke, and diversionary devices to distract, disrupt, or incapacitate subjects barricaded in structures or vehicles. The Vulcan Munitions pole weights less than 9 pounds and is capable of extending from less than 8 feet in length to 13 feet in length.

Quantity: 2

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Purchase Price: \$2,412.62 each

CUSTOM METAL CONCEPTS BURN SAFE

Description: The Burn Safe is a double walled container constructed of aluminum. It is designed to contain the flames inside the inner chamber thereby reducing the probability of starting a fire. The Burn Safe weighs approximately 8 pounds and is hand-deployed by officers. The weight allows the user to successfully penetrate windows, screens, and glass doors. The Burn Safe allows the introduction of significant amounts of pyrotechnic chemical agent into the target, which increases the probability of a successful resolution.

Quantity: 2

Purchase Price: \$1,812.00 each

CUSTOM METAL CONCEPTS GAS RAM

Description: The Gas Ram is a multi-use tool that can be utilized for forced entry as a door ram or be deployed as a pyrotechnic Chemical Agent delivery system. The Gas Ram is equipped with a 12 inch or 24 inch metal probe capable of penetrating walls, doors, sheet metal siding and into vehicles. Inserting the longer 24 inch probe allows use through roofs and dead air spaces. Both probes are effective in delivering significant amounts of pyrotechnic chemical agents with a minimal probability of starting fires.

Quantity: 1

Purchase Price: \$1,500.00

DEFENSE TECHNOLOGY, 12-GUAGE MUZZLE BANG/LAUNCHING CARTRIDGE ROUND

Description: The 1210 12-Gauge Muzzle Bang/Launching Cartridge incorporates an opaque shell and utilizes black powder as the propellant. It has the ability to be used alone as a Muzzle Bang for crowd management or for propelling grenades when equipped with and using a Department authorized launching cup. Part number 1210.

Quantity: 60

Purchase Price: \$7.13 each

Purpose: To cause a suspect discomfort and/or deny him/her access to certain areas of a structure, vehicle, or area to aid in bringing an event to a successful conclusion. Situations for use of chemical agents may include but are not limited to:

- a. To reduce violence, minimize property damage, and protect the public.
- b. To disperse individuals during riots or incidents of civil disobedience.
- c. To incapacitate a suspect who is endangering life or property.

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g. To apprehend suspects who refuse to submit to arrest.

Authorized Use: SWAT personnel who have been trained in the use of chemical agents.

Excepted Life Span: Refer to manufacturer's specifications sheet for each munitions. Life span of most munitions is 5 years from date of manufacturer.

Fiscal Impact: No annual maintenance. Munitions must be replaced per manufacturer recommendations.

Training: Sworn members utilizing chemical agents are trained in there use by POST certified chemical agent instructors.

Legal and Procedural Rules: Authorized use is established under the Use of Force Policy. It is the policy of the GGPD to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

8. PEPPERBALL LAUNCHER AND ASSOCIATED MUNITIONS

A device that discharges irritant projectiles.

Current Inventory:

TIPPMANN PEPPERBALL GUN

Description: A compressed-air powered launcher designed to fire non-lethal PepperBall projectiles.

Quantity: 7

Purchase Price: \$316.79 each

PEPPERBALL LIVE-X PROJECTILE

Description: The Live Projectile contains a concentrated amount of PAVA pepper powder. One round of LIVE-X contains the equivalent to 10 PepperBall rounds. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60 ft. and an area of saturation of 150+ft. The projectile contains 5% PAVA Powder.

Quantity: 2,400

Purchase Price: \$928.00/case of 375 projectiles

Purpose: To limit the escalation of conflict and decrease use of lethal force when feasible. Situations for use of the less lethal weapon systems may include but are not limited to:

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- a. ~~Self-destructive, dangerous and/or combative individuals.~~
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

9. 40 MM LAUNCHER AND ASSOCIATED MUNITIONS

40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.

Current Inventory:

DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER

Description: The 40MM Single Launcher is a tactical single shot launcher. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40mm less lethal round up to 131 feet.

Quantity: 5

Purchase Price: \$888.70 each

DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE

Description: A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 foot pounds of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.

Quantity: 290

Purchase Price: \$20.61 each

Purpose: To limit the escalation of conflict and decrease use of lethal force when feasible.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

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~~Training. Sworn members utilizing 40mm less lethal chemical agents or impact rounds are trained in their use by POST certified less lethal and chemical agent instructors.~~

Expected Life Span: Defense Technology Launchers - 25 years, Rounds - 5 years.

Fiscal Impact: Annual maintenance is approximately \$50 for each launcher.

Legal and Procedural Rules: Authorized use is established under the Use of Force Policy. It is the policy of the Garden Grove Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

10. LESS LETHAL SHOTGUN AND ASSOCIATED MUNITIONS

Device used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.

Current Inventory:

REMINGTON 870 LESS LETHAL SHOTGUN

Description: The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of de-escalation.

Quantity: 65

Purchase Price: \$395.75 each

DRAG STABILIZED 12-GAUGE BEANBAG ROUND

Description: A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Drag Stabilized Model is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Drag Stabilized Model is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Drag Stabilized Model is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Quantity: 420

Purchase Price: \$6.47each

Garden Grove Police Department

Policy Manual

Military Equipment

Purpose: To limit the escalation of conflict and decrease use of lethal force when feasible.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

Expected Life Span: Remington 870 Less Lethal Shotgun - 25 years, Drag Stabilized 12-gauge beanbag round and Winchester slug rifle rounds - no listed expiration date.

Fiscal Impact: Annual maintenance is approximately \$50 for each shotgun.

Training: All officers are trained in the 12-gauge less lethal shotgun as a less lethal option by in-service training. SWAT personnel receive additional training internally when they transfer to the unit. SWAT operators who utilize these munitions successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors for muzzle blast training.

Legal and Procedural Rules: Authorized use is established under the Use of Force Policy. It is the policy of the Garden Grove Police Department to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

11. WINCHESTER SEGMENTED SLUG RIFLED ROUNDS

Description: Winchester 12-gauge 2.75-inch segmented shotgun rifles slugs features full bore rifling, so they will have improved accuracy and sectional density when fired out of a smooth bored shotgun. The round segments upon impact as to not over penetrate barriers.

Quantity: 3,500

Purchase Price: \$746.00/1,000 round

Purpose: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and if use is feasible. This is a standard issued patrol duty round.

Authorized Use: All sworn officers who have graduated from a POST Academy are authorized to use this ammunition.

Expected Life Span: No expiration date.

Fiscal Impact: Annual training with qualification is approximately \$947.05.

Garden Grove Police Department

Policy Manual

Military Equipment

Training. Officers must be certified by POST instructors (standard POST Academy trained) in the operation of the shotgun. Additionally, all members that operate any shotgun are required to pass a range qualification one time a year.

Legal and Procedural Rule: It is the policy of the Garden Grove Police Department to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

Garden Grove Police Department

Policy Manual

Military Equipment

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa Kim	From:	Ursula Luna-Reynosa
Dept.:	City Manager	Dept.:	Economic Development and Housing Department
Subject:	Authorize the appropriation of the Encampment Grant Resolution Funding Round 3 Lookback (ERF-3-L), and authorize the City Manager to execute a Memorandum of Understanding with the County of Orange. (Cost: \$1,921,500) (<i>Action Item</i>)		
		Date:	10/24/2023

OBJECTIVE

Authorize the appropriation of the Encampment Grant Resolution Funding Round 3 Lookback (ERF-3-L) (Cost: \$1,921,500), and authorize the City Manager to execute a Memorandum of Understanding with the County of Orange (*Action Item*)

BACKGROUND

On December 1, 2022, the California Interagency Council on Homelessness (CalICH) released a \$237,301,738 Notification of Funding Availability (NOFA) for the second disbursement of the Encampment Resolution Funding Grant Program. This initiative is dedicated to addressing unsheltered homelessness; focusing on the safety, well-being, and housing solutions for individuals residing in encampments. This grant prioritizes activities with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

On February 28, 2023, staff submitted a funding proposal amounting to approximately \$3.4 million with the intent to deploy resources to assist homeless encampment individuals at four (4) homeless encampment sites in Garden Grove along the 22 Freeway: 1) Beach Blvd., 2) Euclid St., 3) Newhope St., and 4) Haster St. The proposed allocation of funds was intended to support the Navigation Center operations, bolster street outreach efforts, enhance data collection through the Homeless Management Information System (HMIS), and contribute to the Caltrans Fencing Improvement Project.

DISCUSSION

On June 20, 2023, staff re-submitted a funding proposal totaling \$1,021,500, targeting

On June 30, 2023, staff re-submitted a funding proposal totaling \$1,921,500, targeting resource allocation to the Beach Blvd. homeless encampment. This encampment was selected due to its substantial size, high population density, rapid influx of transient individuals, and a significant volume of emergency service calls and incidents of violent criminal activity. On September 12, 2023, the City received the full amount of \$1,921,500 from the CalICH.

The City intends to allocate the awarded amount of \$1,921,500 to enhance the operations of the Navigation Center and to expand street outreach efforts in close coordination with the Garden Grove Police Department Special Resource Team (SRT), BeWell OC Mobile Response Unit, and the County of Orange Office of Care Coordination. \$330,000, of the \$1,921,500, will be designated to the County for street outreach, individualized support, and case management for chronic homeless individuals residing in the Beach Blvd encampment.

FINANCIAL IMPACT

There is no fiscal impact on the General Fund. The Encampment Resolution Funding Grant (ERF-3-L) Program does not require a match from the City.

The budget summary is as follows:

Services	FY 24-25	FY 25-26	FY 26-27
Low-barrier Navigation Center Operations	\$ 500,000.00	\$0.00	\$0.00
Special Resource Team (SRT)	\$ 150,000.00	\$ 150,000.00	\$150,000.00
OC Office Care Coordination	\$ 165,000.00	\$ 165,000.00	\$0.00
BeWell OC Mobile Response Team	\$ 200,000.00	\$ 175,000.00	\$ 175,000.00
Total Cost (FY 24-25, 25-26, 26-27)	\$1,830,000.00		
Administrative Cost (5%)	\$91,500.00		
Total Requested Amount	\$1,921,500.00		

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to appropriate the ERF-3-L awarded amount, not to exceed \$1,921,500;
- Authorize the City Manager, or her designee(s), to execute a Memorandum of Understanding (MOU) between the County of Orange and the City, and make minor modifications as appropriate thereto including the provision of \$330,000 in funding, on behalf of the City; and
- Authorize the City Manager, or her designees, to execute any agreements and amendments related to the ERF-3-L or MOU.

By: Christy Le, Homeless Liaison Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
ERF-3-L Award Letter	10/13/2023	Cover Memo	ERF-3-L_Award_Letter_City_of_Garden_Grove.pdf



California Interagency Council on Homelessness

BUSINESS, CONSUMER
SERVICES AND
HOUSING AGENCY

September 2023

City of Garden Grove
Attn: Lisa Kim
11222 Acacia Pkwy
Garden Grove, CA 92840

Gavin Newsom,
Governor

Lourdes M.
Castro Ramirez,
Secretary

RE: Award Announcement – City of Garden Grove #23-ERF-3-L-00004
Award Amount: \$1,921,500.00

801 Capitol Mall
Suite 601
Sacramento, CA 95814

(916) 651-2820
bcsh.ca.gov/calich

Dear Lisa Kim:

The Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) is pleased to announce that the **City of Garden Grove** has been awarded an **Encampment Resolution Funding Round 3 Lookback (ERF-3-L)** grant in the amount of **\$1,921,500.00**. This letter constitutes notice of the award of ERF-3-L funds for use in the **City of Garden Grove**.

The **City of Garden Grove** will receive its full disbursement of funds after the Standard Agreement is fully executed. Please be advised that this award is subject to the terms and conditions of the Standard Agreement. Failure to sign and return the Standard Agreement within 30 days of receipt from BCSH may result in a delay of disbursement of funds.

Congratulations on your successful application. For further information or if you have any questions, please contact me at Jeannie.McKendry@bcsh.ca.gov or calichgrants@bcsh.ca.gov.

Sincerely,

Jeannie McKendry

Jeannie McKendry,
Grants Development Section Chief, Cal ICH

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to PB Loader for one (1) new Police Department Command Post. (Cost: \$1,199,660.40) (<i>Action Item</i>)		
		Date:	10/24/2023

OBJECTIVE

To secure City Council authorization to purchase one (1) new Police Department command post from PB Loader through the Sourcewell competitive bid program, Contract #080521-PBL.

BACKGROUND

The Public Works Department has one (1) Police Department command post that currently meets the City's guidelines for replacement. Funding for the replacement was approved in the FY 2023-24 Fleet Management Fund's budget. The vehicle being replaced is a 2007 Freightliner LDV command post with 6,100 miles VIN# 4UZAASBV17CX75529.

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 #080521-PBL. The results deemed PB Loader as the lowest responsive bid.

PB Loader	\$1,199,660.40*
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* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

The cost of replacing the vehicle is \$1,199,660.40, and is included in the the Fleet Management Fund's Fiscal Year 2023-24 budget. There is no impact to the General Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$1,199,660.40 to PB Loader for the purchase of one (1) new Police Department Command Post.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
PB Loader quote	10/11/2023	Backup Material	PB Loader_command_post_quote.pdf
Command post specs	10/11/2023	Backup Material	Command_Post_specs.pdf



CITY OF GARDEN GROVE - POLICE DEPARTMENT
GARDEN GROVE, CA
SOURCEWELL MEMBER ID # 32278

QUOTATION
NO. 11958R

DATE: 10/5/2023
TERMS: NET 30

PROJECT: 26FT MOBILE COMMAND CENTER

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
1	26FT_MCC	<p><u>PB LOADER CONTRACT NO. 080521-PBL</u> <u>SOURCEWELL CONTRACT - LISTED PRICES</u></p> <p><u>26FT MOBILE COMMAND CENTER</u></p> <p>LDV MOBILE COMMAND CENTER 26' WALK-IN VAN BODY BUILT ON A FREIGHTLINER MT55 FRONT ENGINE WALK-IN VAN CHASSIS WITH:</p> <ul style="list-style-type: none"> • 250" WHEELBASE • 431" OVERALL LENGTH OF APPARATUS • 99" OVERALL APPARATUS WIDTH, RUB RAIL TO RUB RAIL • 142" OVERALL HEIGHT OF APPARATUS (LOADED) • 83" RAW INTERIOR WALKWAY HEIGHT • 81.5' FINISHED INTERIOR WALKWAY HEIGHT • 312" INTERIOR WALKWAY LENGTH • 96" RAW INTERIOR WIDTH • 87" INTERIOR FINISHED WIDTH • CUMMINS B6.7 260HP @ 2400 RPM DIESEL ENGINE • ALLISON 2200 EVS AUTOMATIC TRANSMISSION WITH PARK PAWL WITH PTO PROVISION • DA-RS-17.5-2 17,500# L-SERIES SINGLE REAR AXLE • 18,000# AIRLINER REAR SUSPENSION • DA-F-10.0-3 10,000# FF1 69.0 KPI/3.50DROP SINGLE FRONT AXLE • 10,000# TAPERLEAF FRONT SUSPENSION • 60 GALLON RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS • MICHELIN 255/70R22.5 16 PLY RADIAL TIRES • MAXION STEEL DISC WHEELS • FEDERAL SIGNAL BACK-UP ALARM MODEL 210331 • US DOT TRIANGLE REFLECTOR KIT WITH THREE (3) TRIANGLES • CLASS III RECEIVER HITCH (BALL MOUNT AND BALL NOT INCLUDED) • REESE BRAKEMAN® IV DIGITAL ELECTRONIC TRAILER BRAKE CONTROL • 7 POLE BLADE STYLE TRAILER CONNECTOR • FRONT FRP BULKHEAD WALL BEHIND FRONT DRIVER AND PASSENGER SEATS. • SAMSUNG FLIP 2 WM65R 65 INCH DIGITAL WHITEBOARD • IRIDIUM 9575 EXTREME DOCKING STATION • RJ-45 CAT6 COMPUTER NETWORK FOR THREE (3) WORKSTATIONS, ONE (1) PRINTER, TWO (2) PASSENGER SEAT AREA, TWO (2) EXTERIOR TO TV COMPARTMENT, TWO (2) IN EXTERIOR INPUT BOX. <p style="text-align: right;">10% SOURCEWELL DISCOUNT:</p> <p style="text-align: right;">SUB-TOTAL:</p> <p style="text-align: right;">SALES TAX (8.75%):</p> <p style="text-align: right;">TIRE FEE:</p> <p style="text-align: right;">TOTAL PRICE PER UNIT:</p> <p>NOTES:</p> <ol style="list-style-type: none"> 1. SEE FULL SPECIFICATOINS FOR FULL DESCRIPTION OF COMMAND CENTER. 2. PAYMENT TERMS ARE 50% DOWN PAYMENT, 50% NET 30. 3. QUOTE IS FIRM FOR 30 DAYS FROM DATE ABOVE. 4. THE QUOTED PRICE DOES NOT INCLUDE ANY APPLICABLE FET. 5. TRAILER HITCH IS RATED FOR 5,000 LBS; HOWEVER, TOWING CAPACITY IS LIMITED TO MAXIMUM VEHICLE GROSS COMBINED WEIGHT RATING (GCWR). 6. FINAL MEASUREMENTS ARE DEPENDENT ON BODY BUILDER, CHASSIS COMPONENTS, AXLES, TIRES, FRAME, SUSPENSION, AND ROOF-MOUNTED EQUIPMENT. 		<p>\$1,225,707.00</p> <p>(\$122,571.00)</p> <p>\$1,103,136.00</p> <p>\$96,524.40</p> <p>\$10.50</p> <p>\$1,199,660.40</p>



180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

**PRELIMINARY
SPECIFICATIONS FOR:**

**GARDEN GROVE PD (CA)
(VELOCITY TRUCK CENTER)
MOBILE COMMAND CENTER**

LDV PROPOSAL # S36MCC-35686-23

August 21, 2023
SEPTEMBER 15, 2023 REV 1

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Delivery terms: Ask your Sales Representative.

Payment Terms: 50% down payment, 50% net 30.

Quote is firm for 30 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.

Item	Qty	
1.00		<u>CHASSIS/BODY DIMENSIONS:</u> 26' walk-in van <ul style="list-style-type: none"> • Wheelbase of chassis: 250" • Overall length of apparatus: 431" • Overall apparatus width, rub rail to rub rail: 99" • Overall height of apparatus (loaded): 142" • Interior walkway height raw body: 83" • Interior walkway height finished: 81.5" • Interior walkway length: 312" • Interior raw body width: 96" • Interior finished body width: 87" Final measurements are dependent on body builder, chassis components, axles, tires, frame, suspension, and roof-mounted equipment.
2.00		<u>CHASSIS:</u>
2.01	1	Customer supplied chassis check in. Test all chassis equipment before any upgrades are done. <ul style="list-style-type: none"> - Interior and exterior, structure, locks, lights, electronics, batteries, as applicable. - Chassis fluid levels, batteries
2.02	1	Federal Signal Back-up alarm model 210331.
2.03	1	US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle.
2.04	1	Custom fabricated Class III receiver hitch (ball mount and ball not included). Includes: <ul style="list-style-type: none"> • Reese Brakeman® IV digital electronic trailer brake control • 7 pole blade style trailer connector. Note: Trailer hitch is rated for 5,000 lbs; however, towing capacity is limited to maximum vehicle Gross Combined Weight Rating (GCWR).
2.05	1	Stainless steel wheel liners with braided stainless steel valve stem extenders.
2.06	1	Route horizontal exhaust to streetside.
3.00		<u>BODY:</u>
3.01	1	<ul style="list-style-type: none"> • Load space area shall be 83" high x 96" wide x 26' long all aluminum step van body. • Driver sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps. • Passenger sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps. • Sedan doors shall have a 0.125" aluminum tread plate step well for 18" skirt depth. • Sedan doors shall have black non-skid tape on all door entry sills. • Sedan doors shall have polished aluminum TriMark flush mounted locking hardware with self-aligning rotary latch and matching key locks. Outside door handles not to exceed 50" from ground.

Item	Qty	
		<ul style="list-style-type: none"> • Aluminum alloy double H wall beam, 6005-T5 alloy, 3" x 3" wide at the base, 1.5" wide at the top, 0.125 wall thickness. Studs feature machined wire pass-throughs, and raised adhesive control features on base. • I-beams shall be chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application. • Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity. • NFPA 1901 embossed 0.125" aluminum tread plate roof attached to 3" x 1 1/2" x 0.125" extruded aluminum roof bows on 16" centers. Bows are 2" skip welded every 12". Tread plate seams shall be continuous welded. Perimeter of roof shall be chemically sealed. • Lift-up molded fiberglass hood with chrome grill insert. Hood shall have integrated headlamps and turn signal indicators and dual assist gas charged lift shocks. The use of mechanical assist springs is not acceptable. • Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface. • Bright polished front bumper. • Tinted safety plate glass windshield with driver and passenger sun visors. • Full width 12" deep heavy-duty aluminum rear bumper with center step, painted to match the body. • Integral cab air conditioning and heating system with dash controls. • Velvac heated remote control rear view mirrors with dash controls. Upper mirror has 62-sq.in. of flat surface and lower mirror has 30-sq.in. of convex surface. Mirror has a fold-away arm. • Driver seat shall be Seats Inc. Magnum 200 mechanical suspension seat on fixed pedestal. Seat shall be covered in black cloth and have arm rests, lumbar support, tilt back and 3-point seat belt. • Passenger seat shall be black jump seat with 2-point seat belt. • Intermittent windshield wiper/washer with single heavy-duty windshield wiper motor. • Custom front wheel cutouts for tires. • Aluminum engine box cover with acoustical and thermal insulation. • Acoustical and thermal insulation with heat shield on exterior fire-wall. • Full length skirting. Skirt shall extend 18" down from the bottom of floor extrusions. • All clearance and side marker lights to be LED. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles. • The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck standards.

Item	Qty	
		Note: Specifications are from body manufacturer and are subject to change without notice.
3.02	1	32" wide x 82" high 0.125" aluminum sedan door with 21.5" wide x 25.5" high fixed window. Door shall have continuous stainless steel piano hinge, two (2) nylon door straps and an aluminum drip rail. NOTE: Interior window covering will be a mini blind.
3.03	3	Exterior heavy-duty knurled aluminum grab handle with chrome plated stanchions, installed at entry door.
3.04	1	Interior heavy-duty knurled aluminum grab handle with chrome plated stanchions, installed at entry door.
3.05	3	Automatic LED courtesy light at entry door.
3.06	1	Courtesy light defeat in Intel-I-Touch™ multiplex control screen. Each entry door courtesy light will be automatically deactivated where the corresponding room has the overhead lighting set to night mode.
3.07	1	Lippert Treadlite 24" wide - single - automatic electric steel entry step mounted under entry door. Product features: • Automatic LED ground light • Hold/Cycle switch that allows step to remain extended unless ignition is turned on. NOTE: Step light will be tied into courtesy light defeat.
3.08	1	Lippert Treadlite 30" wide - single - automatic electric steel entry step mounted under entry door. Product features: • Automatic LED ground light • Hold/Cycle switch that allows step to remain extended unless ignition is turned on. NOTE: Step light will be tied into courtesy light defeat.
3.09	1	Whelen Stop/Turn/Tail/Backup light set. Includes two of each of the following: • Whelen M6FCV4 polished chrome vertical housings for four M6 series lightheads. The fourth light head will be an emergency flasher as specified in the DC Emergency Lighting section. • Whelen M6 series LED arrow shaped amber turn signal, model number M62T. • Whelen M6 series LED brake/tail light heads, model number M62BTT. • Whelen M6 series LED back-up light heads, model number M62BU.
3.10	1	Cast Products LP0004-1-B aluminum license plate mounting frame with LED light.
3.11	1	Entire underside shall be undercoated. Includes floor extrusions, step wells and aluminum compartments.
3.12	1	LDV rear mud flaps. Includes anti-sail brackets when required.
3.13	2	Flat floor slide-out room extension fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position. Features: • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension.

Item	Qty	
		<ul style="list-style-type: none"> • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body. <p>NOTE: Slide out up to 96" length x 30" deep (full extension of 26").</p>
3.14		Ignition Interlock to prevent vehicle from starting when any of the external extension devices are deployed.
3.15	4	Flashing warning light for slide out. NOTE: Amber LED color.
4.00		<u>PAINT / GRAPHICS:</u>
4.01		Body base color shall be white.
4.02		Body base paint shall be a commercial single stage white color.
4.03	1	4-inch wide reflective stripe on the exterior back and sides of the vehicle.
4.04	1	Custom computer-generated non-reflective vinyl graphics per customer specifications. Includes up to seventy 8"-10" letters and up to forty-five 3"-6" letters. All lettering can be shaded or outlined.
4.05	5	Custom computer-generated non-reflective vinyl shield. Customer shall supply true vector artwork required to produce shield. NOTE: Customer is to supply vector file format artwork (ai, .eps True Vector File) to LDV to produce graphics. LDV will provide printing, material and install of graphics.
5.00		<p><u>INTERIOR:</u></p> <ul style="list-style-type: none"> • Wall Covering Front/Rear rooms: Chrome carpet • Wall Covering Middle room: Wilsonart laminate Satin Stainless 483 • Bulkheads - Wilsonart laminate Satin Stainless 483 • Control console cabinet – Black laminate • Ceiling: <ul style="list-style-type: none"> ○ Center (ductwork) #HAT2-C0111 Charcoal Gray Texture Powder Coated ○ Outside Silver Mist carpet • Trim: #HAT2-C0111 Charcoal Gray Texture Powder Coated • Floor Covering: #150 Onyx PVC Flooring • Office Chairs: Black • Cabinets: #HAT2-C0111 Charcoal Gray Texture Powder Coated Aluminum • Powdercoat color for slideout valance and interior door panel <ul style="list-style-type: none"> ○ #HAT2-C0111 Charcoal Gray Texture Powder Coated • Vinyl/fabric coverings: <ul style="list-style-type: none"> ○ Seat bottom to be stock Black Vinyl. ○ Seat back to be Ultraleather Dwell 570-5635 Basalt back • Counters and Tables: #4879-38 Steel Mesh Laminate with GRAY T-molding <p>Note: Manufacturer reserves the right to substitute equivalent materials.</p>

Item	Qty	
6.00		<u>DRIVER / PASSENGER CAB AREA:</u>
6.01	1	<p>Walk-in van custom cab area finishing.</p> <ul style="list-style-type: none"> • Cover cab doors with aluminum panels powder coated. • Heavy-duty rubber grab handle on each door. • Panels covered with vinyl or fabric above driver and passenger doors. • Vehicle height sign on dash. • Insulated black rubber mat in driver and passenger toe plate area. • Insulate walls in kick plate area and install black carpeted panels. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
6.02	1	Work area on passenger side covered with laminate to match rear countertops and trimmed with vinyl T-molding.
6.03	1	Custom fabricated console to house electrical distribution components and control panels shall be located in the overhead console above the windshield. The entire console shall be constructed of 3/4" plywood. The face shall be finished with laminate the bottom shall be covered with vinyl.
6.04	1	Red/Clear LED dome light with 3-position switch, red/off/white.
6.05	1	Brigade Backeye 360 Select surround surveillance system with 7" LCD monitor.
6.06	1	AM/FM stereo with Bluetooth and one (1) pair of 6" x 9" speakers.
6.07	1	<p>Blackout curtains with magnetic securement for all cab area windows. Curtain specs:</p> <ul style="list-style-type: none"> • Woven fabric made of pigmented and acrylic top coated 45% polyester / 55% cotton fabric • Tensile Strength: 283 lbs. x 214 lbs. • Manufacturer's 5-year limited warranty • Seams shall be double stitch/single fold • Meets California State Fire Marshall requirements for flame retardancy - Title 19, CPAI-84 (Section 6), and FMVSS-302 <p>NOTE: Blackout curtain color will be Grey</p>
7.00		<u>WALLS, CEILING AND FLOOR:</u>
7.01		Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.
7.02		Cover sub wall with ribbed loop pile carpet.
7.03		Cover sub wall with Wilsonart laminate.
7.04		<p>Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating.</p> <ul style="list-style-type: none"> • Cover interior roof beams with 1/2" plywood. • Modular panel design allows for manageable future additions and repairs. • Plywood Panels covered in acoustical fabric.
7.05		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.

Item	Qty	
7.06		Lonseal Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
7.07		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.
7.08	2	Flush pocket door installed on heavy-duty aluminum c-channel track with two (2) three-wheel roller trucks and soft open/close feature. Pocket door shall have recessed handle and magnetic closure to keep the door open/closed.
7.09		All bulkheads shall be covered with materials to match walls. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
7.10	1	Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle. NOTE: Interior window covering will be a mini blind.
7.11	1	Hehr Street side mounted 36" wide x 24" high flush mount deep-tint horizontal sliding egress window with screen. NOTE: Interior window covering will be a mini blind.
8.00		<u>GALLEY:</u>
8.01	1	Microwave oven, minimum 1.0 cu. ft..1000-watt. NOTE: Current model is Panasonic NN-SU656B 1.3 Cu. Ft. Black Countertop Microwave Oven
8.02	1	KEURIG K-Duo Plus Single Serve & Carafe Coffee Maker • 12 Cup Thermal Carafe • Use Ground Coffee or KCup & Reg Pods • 14.19" H x 7.68" W x 15.88" D (17.5" top is open)
8.03	1	Norcold model DE105 12Vdc/120Vac combination refrigerator/freezer. Features: • 3.3-cu.ft. capacity • Two white powder-coated wire shelves with raised lip • Dual clear door bins • LED interior light
9.00		<u>SEATING:</u>
9.01	6	Space Air Grid office chair 5560 black with armrests, five caster spider base, and adjustable height.
9.02	6	Securement strap with buckle installed under counter to secure office chair.
9.03	1	Upgrade from passenger Jump Seat to a Magnum 200 mechanical suspension seat on fixed pedestal. Seat shall be covered in black cloth and have arm rests, lumbar support, tilt back and 3-point seat belt.
9.04		Fabricate and install fixed bench seating with removable cushions as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl.
9.05		<u>BENCH SEAT REQUIREMENTS:</u> • Foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam.

Item	Qty	
		<ul style="list-style-type: none"> • Foam shall be bonded to plywood backer with industrial grade adhesive. • Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.
10.00		<u>CABINETS:</u>
10.01		<p>Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications:</p> <ul style="list-style-type: none"> • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up with gas spring lift supports.
10.02	4	Dry erase writing surface on overhead cabinet door.
10.03	1	<p>LED light with on/off switch, mounted under overhead cabinet.</p> <p>NOTE: Galley</p>
10.04	7	Key lock on drawer.
10.05	4	Key lock on cabinet door.
10.06	1	Slide-out printer tray.
10.07	8	<p>Magnetic dry erase board framed in aluminum. Includes aluminum clip frame for easy board replacement, sized as required.</p> <p>NOTE: Locate:</p> <ul style="list-style-type: none"> (1) Each Street side slide out, side walls (1) Each on Curb side slide out, side walls (1) Street side, front facing pocket door bulk head (1) Curb side, front facing pocket door bulk head (2) Rear room, Street side above bench seating (1) Rear room, rear wall
10.08	1	Cut behind framed white dry erase board
10.09	4	FRP shelf up to 24" wide with 2" lip at front edge.
10.10	1	<p>Aluminum box pan shelf up to 36" wide.</p> <p>NOTE: Shelf for UPS above printer</p>
10.11		<p>Closet shelves shall be infinitely adjustable using mini B-line track and hardware.</p> <p>NOTE: Street side closet</p>
10.12		Countertops shall be covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
10.13		Removable table covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
10.14	6	Computer cable pass-thru grommet in counter.
10.15	1	Install a key display board inside overhead cabinet and clearly tag all keys for the vehicle as to their purpose.

Item	Qty	
		NOTE: Ship Loose
11.00		<u>HVAC SYSTEM:</u>
11.01	1	Fan-tastic Vent model 1450 3-speed reversible 12" power roof ventilator.
11.02	4	Ducted low profile rooftop air conditioner controlled through multiplex control system. Includes: <ul style="list-style-type: none"> • 13,500 nominal Btu/hr air conditioner with condensate pump. • Chill Grille Assembly with 6,000 Btu/hr heat strip • Louvered Ceiling Vents, as required NOTE: Locate: (2) Front Room (1) Middle Room (1) Rear room
11.03	2	Broan model 174 wall mount 5,120 Btu/hr electric heater. NOTE: (1) Front room (1) Rear room
12.00		<u>AC ELECTRICAL SYSTEM:</u>
12.01	1	Power Tech 20-kW 120/240Vac liquid-cooled diesel generator with air bag mounts installed in a custom fabricated compartment. Generator features: <ul style="list-style-type: none"> • Tier 4F Emissions • USTC Certified Manufacturer • Warranty: 2 years from date of purchase, or 3000 hours whichever comes first, or 36 months from the date of manufacture. • Four point air bag mounting system • Four-cycle water cooled diesel engine • Radiator cooled, direct mounted • High-coolant temp and low oil pressure shutdown sensors • Spin-on fuel and oil filter • Single side service • Typical Gallon Per Hour fuel consumption: 25% load = 0.45, 50% load = 0.90, 100% load = 1.80 Compartment shall be constructed to the following specifications: <ul style="list-style-type: none"> • 0.187" aluminum with all welded seams. • 2" deep 0.125" aluminum box pan doors and 0.125" aluminum frames. • Door frames riveted to the body and welded to the compartments. • Stainless steel door hinges attached with stainless steel machine screws. • Flush mounted door handles with slam latches. • 0.100" aluminum treadplate panels on interior door surfaces. • Gas charged lift/support cylinders to hold doors open at 90°. • Industrial grade neoprene gasket door seals. NOTE:



180 Industrial Drive
Burlington, WI 53105 USA
Phone: 800-558-5986
Fax: (262) 763-0156
Direct: +1 (262) 763-0147
www.ldvusa.com

Item	Qty	
		Generator exhaust shall be routed to the street side of the vehicle.

Item	Qty	
12.02	1	ACData surge suppressor for protection of entire AC power system. Product features: <ul style="list-style-type: none"> • UL listed: UL1449 3rd Edition • LED visual verification of status
12.03	1	LDV exclusive Intel-I-Touch™ vehicle automation control system. A multiplexed vehicle automation system must be incorporated into a common touch screen(s) that is custom programmed to monitor and control onboard systems as described throughout the specifications. The automation system software must allow simultaneous distribution of information to multiple onboard control/monitoring stations and the software must be updateable and configurable as required. This system is mandatory as it simplifies start up procedures, contains fewer operating components, reduces operational start-up time, reduces the total amount of wiring in the vehicle and includes error detection protocols and troubleshooting features. Features include: <ul style="list-style-type: none"> • One (1) 10" LCD touch screen with custom graphics for control and monitoring systems • AC power distribution control and monitoring for the generator with power management • DC power distribution control and monitoring • Manual or automatic generator control • HVAC and temperature control. • Interior and exterior lighting control • Automatic power transfer switches • Automated startup and shutdown procedures • Seamless control of generators, lighting, awnings and additional devices • Mast control • Safety interlocks • Battery saver feature • Generator Service Alerts <p>The system must be completely upgradeable with power modules located throughout vehicle. Additional components may be added to system with a simple software modification System capability is not to be achieved with use of multiple monitoring systems designed for specific use i.e. water monitors, battery monitors etc.</p> <p>NOTE: Touch screen located above windshield</p>
12.04	1	Additional 10" LCD touch screen with custom graphics for control and monitoring systems. All touch screens provide complete control and monitoring of vehicle systems. NOTE: Locate: Middle room, above entry door
12.05	1	3" Touch panel for dedicated local control and monitoring of specific vehicle automation system features. Includes control layout and indicators where applicable. NOTE: Location: Exterior TV compartment

Item	Qty	
12.06	1	3" Touch panel with numeric display for dedicated local control and monitoring of specific vehicle automation system features including room HVAC. Display shows current room temperature and HVAC setpoint when adjusted. Includes control layout and indicators where applicable. NOTE: Location: Rear room.
12.07		Storage Mode maintains the vehicle in a ready-to-deploy condition. Battery chargers, specified outlets, and other pre-determined equipment is powered. HVAC is maintained at a storage mode setting to prevent freezing in the winter or overheating in the summer. The generator can be set to automatically start in the event of a loss of shore power. Other items as necessary can be made available in Storage Mode.
12.08		Travel Mode places the vehicle in a ready-to-travel condition based on vehicle application and equipment. In most cases this includes: starting the generator and transferring off of shore power, turning on HVAC and adjusting temperature to normal operating setpoints, stowing all equipment for travel, powering up communication gear. Travel Mode is a custom programmed, automated process similar to the Auto Startup and Auto Shutdown.
12.09		Reduced Lighting Mode is white ceiling lighting in each room have the option of All-On or Half-On.
12.10	1	Kussmaul Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord. #091-20WP-120RD. NOTE: Streetside front
12.11	1	Marinco 100A-125/250Vac waterproof shore power inlet, 25-ft. 100A-125/250Vac shore power cord and 6-ft. 100A-125/250Vac pigtail. NOTE: Streetside front
12.12	8	20A-125Vac duplex receptacle with dual USB charging ports [one (1) Type A and one (1) Type C]. Receptacle is not dedicated to any installed equipment. NOTE: Locate: (1) at Each workstation [Total 6] (1) front passenger workstation (1) at rear street side, lower bench seat base
12.13	3	20A-125Vac GFCI duplex receptacle. These receptacles are not dedicated to any installed equipment. NOTE: Locate: (1) Galley area (1) in Rear exterior street side pass through box (1) Exterior TV compartment
12.14	2	30A-120 Vac receptacle in electronics rack for UPS. NOTE: (1) Street side rack (1) Curb side rack

Item	Qty	
12.15	2	20A-125Vac exterior GFCI duplex receptacle. NOTE: Receptacle will be installed with a weatherproof cover. (1) Rear street side (1) Rear curb side
12.16		Wire chase wire management raceway system located as shown on drawing. Product features: • Satin anodized finish. The finish resists rust, corrosion and fading. Material extruded from 6063-T5 aluminum alloy. • Removable dual cover. Makes wiring easy and accessible and provides maximum flexibility for adding or relocating outlets and circuits.
12.17	2	APC Smart-UPS 3,000VA rack mount UPS, SRT3000RMXLA (or current model). Product features: • 3,000VA/2,700W output capacity • 120V output voltage • (8) NEMA 5-20R and (1) NEMA L5-30R output receptacles • Typical Backup Time at Half Load 19.2 minutes (1125 Watts) • Typical Backup Time at Full Load 5.7 minutes (2250 Watts) • Dimensions: 3.35"H x 17"W x 25"D NOTE: Locate: (1) Curb side SRSR Rack -UPS to power components in Rack (1) Street side rack - UPS to power outlets at workstations for PC's and Monitors and rack components
12.18	6	Red specification grade 20A-125Vac duplex receptacle with stainless steel wall plate located as shown on drawing. These receptacles are dedicated to the UPS/Inverter as specified elsewhere in this document. NOTE: Locate: (1) Each at workstations, below counter top [Total 6]
12.19		<u>AC WIRING REQUIREMENTS:</u> • All AC main wiring shall be stranded THHN wire and run in non-metallic liquid tight conduit. • All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic liquid tight and ENT conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
13.00		<u>DC ELECTRICAL SYSTEM:</u>
13.01	1	• Six (6) Lead acid deep-cycle 6Vdc batteries. Batteries shall be installed underbody in slide out weather resistant compartment. Four (4) batteries will be separated for auxiliary equipment and two (2) batteries will be for communications equipment. • Three (3) electronic converter/chargers, 80 amp minimum output each installed underbody in weather resistant climate controlled. Compartment to draw ambient air from interior of truck and will have thermostatically controlled exhaust fan to circulate warm air to exterior (no exceptions). Converter/charger features:

Item	Qty	
		<ul style="list-style-type: none"> • Charges three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection. • All DC electrical and metering switched and monitored through the multiplex system.
13.02	18	Light, Orion 6" LED, neutral white with polished bezel and voltage regulation.
13.03	8	Light, Orion 6" LED, neutral white / red with polished bezel and voltage regulation.
13.04	8	Whelen M9LZC Gradient LED Scene Light with chrome flange. NOTE: Locate: (3) Street side (3) Curb side (2) Rear
13.05	6	Whelen PEL2C LED light with chrome housing. NOTE: Three (3) Street side, Three (3) Curb side
13.06	4	12VDC dual USB power port. NOTE: Locate: (2) at Exterior TV compartment (1) at drivers area (1) at Rear curb side exterior pass through box
13.07		<u>12VDC WIRING REQUIREMENTS:</u> <ul style="list-style-type: none"> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets

Item	Qty	
		<p>shall be used to protect both wiring and wire looms.</p> <ul style="list-style-type: none"> • All wire bundles shall be tied with trimmed nylon ties. • Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
14.00		<u>EMERGENCY LIGHTING / SIRENS:</u>
14.01	1	<p>Whelen 295SLSA6 siren with 9 low current lighting control switches. California Title 13 compliant.</p> <p>NOTE: Slide Bar Positions Control:</p> <ol style="list-style-type: none"> 1. Rear (Upper and Lower) 2. Rear (Upper and Lower), All Upper, Front Wall or "Light bar" 3. All
14.02	1	Whelen SA315P high performance speaker.
14.03	1	<p>Whelen TLIR ION-T- Series™ Linear Super-LED® Red with clear outer lens & TIONFC chrome flange.</p> <p>NOTE: Street side Grille -Red light to be set to steady burn</p>
14.04	1	<p>Whelen TLIB ION-T- Series™ Linear Super-LED® Blue with clear outer lens & TIONFC chrome flange.</p> <p>NOTE: Curb side Grille</p>
14.05	9	<p>Whelen M6 series, M6RC (or current model), Linear Super-LED lighthouse with internal flasher, RED LED's with CLEAR outer lens. Includes M6FC chrome flange.</p> <p>NOTE: Locate:</p> <ul style="list-style-type: none"> (2) Above windshield (2) Street side (2) Rear (1) Tail light housing (2) Curb
14.06	9	<p>Whelen M6 series, M6BC (or current model), Linear Super-LED lighthouse with internal flasher, BLUE LED's with CLEAR outer lens. Includes M6FC chrome flange.</p> <p>NOTE: Locate:</p> <ul style="list-style-type: none"> (2) Above windshield (2) Street side (2) Rear (1) Tail light housing

Item	Qty	
		(2) Curb
14.07	1	Custom fabricated bracket to mount M6 series light above windshield, painted to match body.
15.00		AUDIO / VIDEO:
15.01	6	LG 24" Black 720P LED HDTV - 24LM530S-PU Features: <ul style="list-style-type: none"> • 720P resolution • (2) HDMI inputs • (2) Speakers NOTE: Locate: (1) at each workstation [Total 6]
15.02	6	ASUS ProArt Display PA329CV 32" 16:9 Adaptive-Sync UHD HDR IPS Monitor <ul style="list-style-type: none"> • 3840 x 2160 UHD Resolution @ 60 Hz • (2) HDMI, (1) Display port • Vesa Mount 100 x 100mm • Dimensions: 16.86" x 28.63" x 2.67" NOTE: Locate: (1) at each workstation [Total 6] Monitor to be centered in between Tv's located at workstations
15.03	1	Samsung 55" QLED TV (QN60Q60BAF) with wall mount bracket. Product features: <ul style="list-style-type: none"> • Resolution 4K • (3) HDMI, (2) USB • (2) Speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 53.1"(W) x 30.6"(H) x 1"(D) Weight 41.01lbs NOTE: Locate: Exterior curb side TV compartment
15.04	1	Weatherproof single door exterior work station and TV/monitor compartment. Constructed from 0.125" aluminum with all welded seams and hinged at the top. Includes: <ul style="list-style-type: none"> • Internal flip down work surface • LED strip light (illuminates when door is opened) • Gas charged lift support and locking latch NOTE: <ul style="list-style-type: none"> • 55" Samsung TV • 2 HDMI, one input, one output • 3" intel-I touch pad • Extron control pad • (2) Cat6 network ports • Duplex receptacle • Dual 12V, with USB charger • (1) APX8500 radio

Item	Qty	
15.05	1	Axis camera station S2208 standalone NVR. All-in-one 8-channel, 4TB, high definition recorder with integrated switch.
15.06	1	Wireless keyboard and mouse combo with USB dongle.
15.07	1	Prewire and make installation provisions for customer owned DSS receiver, does not include rack mount kit.
15.08	1	Axis Communications four camera perimeter surveillance system with T8705 video decoder <u>One (1) F9114 Box connect up to 4 camera sensors:</u> <ul style="list-style-type: none"> • Full HD 1080p Video • Up to 4 Axis Sensor Units Supported • H.264 Compression <u>Four (4) F2105-RE camera sensor lens:</u> <ul style="list-style-type: none"> • 1080p resolution 1920 x 1080 • Lens F2.0, 3.1mm with 108° horizontal field of view and 58° vertical field of view • Low light performance • Color • Fixed iris • Fixed focal Mounted on exterior wall.
15.09	1	SD Memory Card for IP camera. The SD card shall record IP camera allowing it to be downloaded and viewable via an IP address. NOTE: 256 GB SD Card
15.10	1	JACK® model OA8500 Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter. No crank up, built in Amplifier and 360° rotation for improved reception.
15.11	1	Extron DXP 1616HD 4K PLUS 16X16 HDMI Matrix Switcher. 60-1497-01 NOTE: INPUTS: (13) (2) Mast cameras (1) Perimeter Camera (1) Future DSS receiver (1) Extron Sharelink (6) HDMI Inputs at workstations #1-6 (1) HDMI Input in Exterior workstation (1) HDMI Input at Exterior input box OUTPUTS: (6) 24" TV (4) 32" Monitor's (1) 55" Exterior TV (1) HDMI output at Exterior workstation (1) HDMI output at Exterior input box
15.12	3	Extron MKP 2000 X-Y Remote Control Panel for Extron Matrix Switchers. NOTE: Locate: (1) Front room

Item	Qty	
		(1) Rear room (1) Exterior TV compartment
15.13	1	Extron ShareLink Pro 500 Series Wireless Collaboration Gateway Key Features <ul style="list-style-type: none"> • Wirelessly share content from personal mobile devices • Supports Microsoft Windows® and OS X® computers as well as Apple® and Android™ smartphones and tablets • Integrated dual band wireless access point at 2.4 GHz or 5 GHz • Provides full screen mirroring for Apple iOS devices¹ • Dedicated mobile app, MirrorOp® for Extron ShareLink™, for reliable iOS and Android content sharing
16.00		<u>MAST AND MAST MOUNTED EQUIPMENT:</u>
16.01	1	Fireco 2200 series heavy-duty non-locking telescoping pneumatic mast. Mast features: <ul style="list-style-type: none"> • 265 lb. max top load capacity • 26' 2" extended height • 6' 1" nested height Includes: <ul style="list-style-type: none"> • KEY-WAY breakaway nylon key prevents tower rotation. Easily replaceable. • Air safety valve for over pressure release and condensation drainage. • Water drainage holes to avoid freezing at low temperatures. • Interlock to prevent vehicle from being driven with mast raised. • Fireco tower does not require routine lubrication. • Mast cap covers the top of all tower sections when the tower is in the retracted position keeping dirt and moisture out of the tower when stowed.
16.02	1	Thomas Ultra Air-Pac 1/2-hp compressor with 2 gallon air tank.
16.03	1	Custom fabricated 0.125" aluminum Nycoil cylinder painted to match body color.
16.04	1	Custom fabricated bracket on mast to mount two individual camera systems. NOTE: Mast mount (2) CAT6 for mast cameras (2) CAT6 Spares (1) Power for look up light
16.05	1	Mast lookup light mounted on mast.
16.06	1	Weatherproof mast up/down control switch on exterior of vehicle.
16.07	2	AXIS Q6318-LE PTZ Dome Network Camera <ul style="list-style-type: none"> • 4K UHD and 31x optical zoom • Axis Sharpdome technology with Speed Dry • Optimized IR with power-efficient, long-life 850 nm IR LEDs, range of reach 300 m (984 ft) or more depending on the scene • Built-in laser that provides laser focus for precise focus and quick-zoom functionality, it allows you to easily follow fast-moving objects

Item	Qty	
16.08	2	Axis T8705 Video Decoder <ul style="list-style-type: none"> • Enables digital monitors to connect to and display live video from Axis network cameras • HDTV 1080p HDMI video decoder • Sequence and Multiview (up to 16 cameras)
16.09	2	SD Memory Card for IP camera. The SD card shall record mast camera allowing it to be downloaded and viewable via an IP address. NOTE: 256GB
17.00		<u>RADIOS:</u>
17.01		Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.
17.02	8	Prewire and make installation provisions for communications radio. Installation includes: <ul style="list-style-type: none"> • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. • 12Vdc power routed to radio transceiver location. NOTE: Customer supplied radios and locations: Motorola APX-8500 all band single antenna radios (1) Cab area (2) at street side workstations (2) at curb side workstations (2) at rear curb side workstations (1) Exterior TV compartment
17.03		Install hinged panels under countertops to conceal radio transceivers where applicable.
17.04	1	Fabricate and install 3" x 3" square aluminum tubing antenna raceway on the roof of the vehicle. Antenna raceway will penetrate the roof on each side of the truck at radio box locations and in the overhead console location. Includes: <ul style="list-style-type: none"> • 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable. • Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nut-serts installed for access cover attachment. • Carlon Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations.
17.05	9	Magnetic microphone holder. Magnetic Mic MMSU-1.

Item	Qty	
18.00		<u>COMPUTER NETWORK AND EQUIPMENT:</u>
18.01	19	RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable). NOTE: Network runs will be tagged at each end to facilitate future trouble shooting, expansion, or modification. Locations: <ul style="list-style-type: none"> • Two (2) @ workstations #1-6 (Qty. 12) • One (1) @ printer • Two (2) @ the passenger seat area • Two (2) in exterior TV compartment • Two (2) in the exterior input box
18.02	1	Leviton 69270-U48 (or current model) 48-port Cat6 rack mount patch panel.
18.03		Certified 18" Cat6 patch cord. As Required.
18.04		Certified 36" Cat6 patch cord. As Required.
18.05	1	Cable Certification Report confirming that network wiring complies with Cat6 specifications.
18.06	1	HP Color LaserJet Pro Multi-Function Printer (MFP) M479FDW Product features: <ul style="list-style-type: none"> • Black/white or color print, copy, scan, and fax capable • 1 Hi-Speed USB 2.0; 1 host USB at rear side; Gigabit Ethernet 10/100/1000BASE-T network; 802.3az(EEE) 802.11b/g/n / 2.4 / 5 GHZ Wi-Fi radio • Dimensions (W X D X H) 16.8 x 25.7 x 16.3 in; 51.6 Lbs. NOTE: Located: Curb side
18.07	6	Install customer supplied computers. Install includes mount and Dual USB cables run from computer to wall plate. NOTE: Locate: (1) each at Workstations #1-6
18.08	1	Cradlepoint E3000 cellular router with WiFi (5G Modem) and 1-year NetCloud Enterprise Branch Essentials Plus Advanced Plan. NOTE: If Cradlepoint brand, info requirement to transfer device support: <ul style="list-style-type: none"> • Name of Company/Agency - • Physical address - • Persons Name - • E-mail address
18.09	1	Cradlepoint MC400 5GV Wireless Cellular Modem (BF-MC400-5GB) for E300/E3000 Enterprise Branch Routers.
18.10	1	Cellular modem antenna with GNSS. Airgain CENTURION Next 9 IN 1 High Performance External IP67 Antenna for LTE and 5G. 4x Cellular (600 MHz-6 GHz), 4x WIFI and GNSS, Threaded-Bolt Mount, 15 FT Cabling With SMA Connectors for Cell/GNSS, and RP-SMA for WIFI, Black.

Item	Qty	
18.11	1	Cellular modem antenna with GNSS. Airgain CENTURION Next High Performance External IP67 Antenna for LTE and 5G. 4x Cellular (600 MHz-6 GHz), Threaded-Bolt Mount, 15 FT Cabling With SMA Connectors for Cell, Black.
19.00		<u>MISCELLANEOUS ELECTRONICS:</u>
19.01	1	Middle Atlantic Products, Inc. MRK-4026 forty-space 19" wide x 26.5" depth (24" useable depth) open framed electronics equipment rack with caster base. Rack can easily slide out from its fixed position to allow side access to rack equipment. NOTE: Rack located street side
19.02	1	Middle Atlantic VFD-40 Vented front door with Thumb Latch (No Key Lock).
19.03	1	Middle Atlantic MW-4FT top fan panel, with two (2) 50 cfm ventilation fans, QFAN.
19.04	3	Middle Atlantic PD-815SC-NS 15 amp power strip with eight (8) outlets. Includes PB-XS rack mounting bracket.
19.05	1	2" box pan door and door frame fabricated from 0.125" aluminum installed in body to allow exterior access to Middle Atlantic equipment rack. Includes key lock and gas spring. NOTE: Street side rack
19.06	1	Custom fabricated mounting system to secure Middle Atlantic SRSR-4-18 (or current model) eighteen (18) space 19" wide x 26.5" depth (24" useable depth) open framed EIA electronics equipment rack with sliding rail system and swivel base. Rack to easily slide out and swivel from its fixed position allowing full access to rack mounted equipment. 250lb weight limit. NOTE: Rack located curb side.
19.07	1	Middle Atlantic FTA-3 1 space fan tray, with three (3) 69 cfm ventilation fans.
19.08	3	Cast Products EB00013-1 (or current model) cast aluminum box with key lock. The rear of the box will be removed to allow cables to be passed into the vehicle. NOTE: Locate: (1) Street side, workstation #2 (1) Curb side, workstation #4 (1) Curb side, rear workstation #5
19.09	3	Shroud with weatherproof pass-through hatch installed in the door of the input box.
20.00		<u>EXTERIOR STORAGE COMPARTMENTS:</u>
20.01	1	Double door underbody storage compartment with approximate interior dimensions up to 15" high x up to 72" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Locate: Street side

Item	Qty	
20.02		<p>Compartments listed above will be constructed to the following specifications:</p> <ul style="list-style-type: none"> • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have an LED light that illuminates when the door is opened. <p>Compartment doors will be constructed to the following specifications:</p> <ul style="list-style-type: none"> • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All doors shall be sealed with industrial grade neoprene gasket.
21.00		<u>MISCELLANEOUS OTHER:</u>
21.01	1	<p>Girard Nova motorized retractable lateral arm awning. Features:</p> <ul style="list-style-type: none"> • Dual-pitch awning with up to three lateral arms for superior strength, • AC electric powered motor with crank handle/manual override • Sensor that will retract the awning to prevent damage from the wind
21.02	1	Rooftop lateral arm awning mounting bracket.
21.03	1	<p>15" wide roof access ladder mounted on rear. Ladder features:</p> <ul style="list-style-type: none"> • All welded construction for maximum strength • 1" diameter X 0.083" brush finished tubular aluminum rails • Aluminum grip-strut rungs
21.04	1	<p>Heavy-duty Quadra Mfg. Bigfoot® four point fully automatic one-touch leveling system. Includes:</p> <ul style="list-style-type: none"> • Four (4) QEII-24 jacks with 17,000-lb. capacity each, 24" long with 18" stroke • Air ride dump valve • Fully automatic control panel with manual feature • Safety interlock when jacks are deployed
21.05	1	Set of four (4) Super Dolly Pads high density polypropylene, injection molded yellow colored for use with leveling system jacks. Pads measure 15" x 17" x 1" thick with a grab strap on one side.
21.06	1	5 pound dry chemical fire extinguisher.
21.07	3	Battery powered combination Carbon Monoxide and Smoke alarm.
21.08	1	<p>Complete manual set, including the following (as applicable):</p> <ul style="list-style-type: none"> • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points. • Audio/Video cabling diagram. • Chassis and generator maintenance and service logs. • Battery maintenance information.

Item	Qty	
		<ul style="list-style-type: none"> • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
21.09	1	<p>TRAINING. An LDV representative will provide up to eight (8) hours of orientation on LDV provided systems, as applicable:</p> <ul style="list-style-type: none"> • Generator start up and shut down procedure • Leveling system operation • AC and DC electrical systems operation • HVAC systems operation • Mast operation • Audio/Video system operation, does not include programming DVR's, TV's, etc. • Awning operation
21.10		LDV warranty of one (1) year/12,000 miles, whichever comes first, for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage.
21.11		<p>Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to:</p> <ul style="list-style-type: none"> • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. <p>In the event of a discrepancy between the drawing and specification, the specification will supersede. LDV reserves the right to make substitutions of equal quality and specifications of those listed in this document.</p> <p>Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer.</p>

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Niki Wetzel
Dept.: City Manager Dept.: Community Development
Subject: Second reading and adoption Date: 10/24/2023
of Ordinance No. 2943

Attached for second reading and adoption is Ordinance No. 2943.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance No. 2943	10/16/2023	Ordinance	2943_City_Council_Ordinance_(A-037-2023)_(1).pdf

ORDINANCE NO. 2943

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING ZONING MAP AMENDMENT NO. A-037-2023 TO REVISE THE CITY'S OFFICIAL ZONING MAP TO IMPLEMENT THE UPDATES TO THE ADOPTED 2021-2029 HOUSING ELEMENT AND TO CLARIFY THE SITES INTENDED TO BE INCLUDED IN THE INTERNATIONAL WEST MIXED USE OVERLAY AND THE INDUSTRIAL/RESIDENTIAL MIXED USE 1 OVERLAY PURSUANT TO ORDINANCE NO. 2925

CITY ATTORNEY SUMMARY

This Ordinance amends the City's Official Zoning Map (i) to apply the International West Mixed Use Overlay to one (1) additional parcel and the Industrial/Residential Mixed Use 1 Overlay to ten (10) additional parcels identified in the Sites Inventory of the amended 2021-2029 Housing Element of the General Plan adopted by the Garden Grove City Council on October 10, 2023, and (ii) to clarify the Official Zoning Map to specify fifteen (15) parcels to which the International West Mixed Use Overlay and the Industrial/Residential Mixed Use 1 Overlay are intended to apply, but which, due to a clerical error, were inadvertently not listed on Exhibit E to Ordinance No. 2925, adopted by the Garden Grove City Council on December 14, 2021.

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

WHEREAS, Government Code 65584 requires local jurisdictions to encourage, promote, and facilitate the development of housing to accommodate its regional housing need; and

WHEREAS, the State-mandated 6th Cycle of the Regional Housing Needs Assessment (RHNA) requires the City of Garden Grove to plan for 19,168 dwelling units for all income level during the 2021-2029 planning period; and

WHEREAS, on November 9, 2021, the Garden Grove City Council adopted Resolution No. 9714-21 (i) adopting a Mitigation Monitoring and Reporting Program, (ii) adopting a Statement of Overriding Considerations, and (iii) certifying the Program EIR for the Focused General Plan Update and Zoning Amendments ("FGPUZA") project, State Clearinghouse No. 2021060714. The FGPUZA project consisted of (i) General Plan Amendment No. GPA-003-2021, consisting of updates to the General Plan Housing Element, Land Use Element, and the Safety Element, and adoption of a new General Plan Environmental Justice Element to comply with State law provisions, including complying with the 6th Cycle (2021-2029) of the Regional Housing Needs Assessment (RHNA) that requires the City to plan for 19,168 residential dwelling units for all income levels during the 2021-2029 planning period; and (ii) Zoning Amendment No. A-031-2021, consisting of text/map amendments to Title 9 of the Municipal Code and to the Zoning Map to implement the Housing Element and Land Use Element Updates; and

WHEREAS, on November 9, 2021, the Garden Grove City Council adopted Resolution No. 9713-21 approving General Plan Amendment No. GPA-003-2021, including adoption of the 2021-2029 Housing Element; and

WHEREAS, on December 14, 2021, the Garden Grove City Council adopted Ordinance No. 2925 approving Zoning Amendment No. A-031-2021 to implement the General Plan Housing Element and Land Use Element updates adopted by the City Council on November 9, 2021. Pursuant Ordinance No. 2925, the City Council added Section 9.18.190 to the Garden Grove Municipal Code creating the Mixed Use Overlay (MU) Zone, which includes the International West Mixed Use Overlay, the Industrial/Residential Mixed Use 1 Overlay, and the Residential/Commercial Mixed Use 2 Residential Overlay; and

WHEREAS, following a public hearing, on October 10, 2023, the City Council of the City of Garden Grove adopted Resolution No. 9825-23 approving General Plan Amendment No. GPA-002-2023, which includes updates to the adopted 2021-2029 Housing Element and an amendment to the Land Use Element to change the Land Use Designation of a property located at 13621 Harbor Boulevard (Assessor's Parcel No. 100-123-01) from Industrial (I) to International West Mixed Use (IW), in order to comply with State law provisions and resolve comments received from the California Department of Housing and Community Development ("HCD") on the adopted 2021-2029 Housing Element, in order to obtain HCD certification of the City's Housing Element; and

WHEREAS, in conjunction with General Plan Amendment No. GPA-002-2023, the City of Garden Grove is also proposing to adopt a Zoning Map Amendment (A-037-2023) to revise the Zoning Map to implement the updates to the Housing Element and to clarify the sites intended to be included in the International West Mixed-Use Overlay and the Industrial/Residential Mixed Use 1 Overlay pursuant to Ordinance No. 2925. Specifically, the proposed Zoning Map Amendment will (i) apply the International West Mixed Use Overlay to one (1) additional parcel and the Industrial/Residential Mixed Use 1 Overlay to ten (10) additional parcels identified in the Sites Inventory of the amended 2021-2029 Housing Element of the General Plan adopted by the Garden Grove City Council on October 10, 2023, and (ii) clarify the Official Zoning Map to specify fifteen (15) parcels to which the International West Mixed Use Overlay and the Industrial/Residential Mixed Use 1 Overlay are intended to apply, but which, due to a clerical error, were inadvertently not listed on Exhibit E to Ordinance No. 2925; and

WHEREAS, pursuant to Resolution No. 9825-23, the City Council found that, based on substantial evidence in the record, no further review under the California Environmental Quality Act ("CEQA") is required for General Plan Amendment No. GPA-002-2023 and Zoning Map Amendment No. A-037-2023 pursuant to Public Resources Code Section 21166 and CEQA Guidelines Sections 15168 and 15162 because the proposed General Plan and zoning amendments associated with the revisions to the Housing Element fall within the scope of impacts analyzed in the City of Garden Grove Focused General Plan Update and Zoning Amendments

Environmental Impact Report, State Clearinghouse No. 2021060714 ("Garden Grove General Plan Update and Focused Zoning Amendments"), and the General Plan and zoning amendments will not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts; and

WHEREAS, the Planning Commission of the City of Garden Grove held a duly noticed public hearing on September 21, 2023 and considered all oral and written testimony presented regarding the proposed General Plan and Zoning Map amendments; and

WHEREAS, on September 21, 2023, following the public hearing, the Planning Commission adopted (i) Resolution No. 6069-23 recommending that the City Council: Adopt a General Plan Amendment (GPA-002-2023), and (ii) Resolution No. 6070-23 recommending that the City Council approve Zoning Map Amendment No. A-037-2023; and

WHEREAS, a duly noticed public hearing regarding General Plan Amendment No. GPA-002-2023 and Zoning Map Amendment No. A-037-2023 was held by the City Council on October 10, 2023, and all interested persons were given an opportunity to be heard; and

WHEREAS, the City Council of the City of Garden Grove gave due and careful consideration to the matter during its meeting of October 10, 2023, and considered all oral and written testimony presented.

WHEREAS, the City Council hereby makes the following findings regarding Zoning Map Amendment No. A-037-2023:

A. The proposed zoning map amendments are internally consistent with the goals, policies, and elements of the General Plan. Pursuant to General Plan Amendment No. GPA-002-2023, the City Council has adopted updates to the Housing Element and Land Use Element to comply with the State's 6th Cycle (2021-2029) of the Regional Housing Needs Assessment (RHNA) that requires the City to plan for 19,168 additional residential dwelling units for all income levels during the planning period. The proposed Zoning Map Amendment will revise the City's Zoning Map to apply the International West Mixed Use Overlay to one (1) additional property and the Industrial/Residential Mixed Use 1 Overlay to ten (10) additional properties that were added to the Housing Element Sites Inventory through General Plan Amendment No. GPA-002-2023. In addition to being listed in the Housing Element Sites Inventory, these eleven (11) properties all have an underlying General Plan Land Use Designation that allows residential development at the densities permitted by the Overlay zoning. The proposed Zoning Map Amendment will also specify fifteen (15) parcels to which the International West Mixed Use Overlay and the Industrial/Residential Mixed Use 1 Overlay apply, but which, due to a clerical error, were inadvertently not listed on Exhibit E to Ordinance No. 2925. These fifteen (15) parcels are also listed in the Housing Elements Sites Inventory and have an underlying General Plan Land Use Designation that allows residential development at the densities permitted by the Overlay zoning. The focus of the

General Plan and Zoning Map Amendments is to comply with State law provisions and resolve comments received from the California Department of Housing and Community Development ("HCD") on the adopted 2021-2029 Housing Element, in order to obtain HCD certification of the City's Housing Element.

B. The proposed zoning map amendments will promote the public interest, health, safety, and welfare of the surrounding community. Zoning Map Amendment No. A-037-2023 will implement the goals, policies and programs of the updated Housing Element and facilitate certification of the Housing Element by HCD.

C. The parcels subject to the proposed Zoning Map amendments are physically suitable for the requested land use designation(s), compatible with surrounding land uses, and consistent with the General Plan. The proposed Zoning Map Amendment will revise the City's Zoning Map to apply the International West Mixed Use Overlay to one (1) additional property and the Industrial/Residential Mixed Use 1 Overlay to ten (10) additional properties that were added to the Housing Element Sites Inventory through General Plan Amendment No. GPA-002-2023. These eleven (11) properties were evaluated in conjunction with General Plan Amendment No. GPA-002-2023 and determined to be suitable for the development of housing, and they each have an underlying General Plan Land Use Designation that allows residential development at the densities permitted by the Overlay zoning. The proposed Zoning Map Amendment will also specify fifteen (15) parcels to which the International West Mixed Use Overlay and the Industrial/Residential Mixed Use 1 Overlay apply, but which, due to a clerical error, were inadvertently not listed on Exhibit E to Ordinance No. 2925. These fifteen (15) parcels were evaluated in conjunction with the 2021 FGPUZA project and determined to be suitable for the development of housing, are identified in the Housing Elements Sites Inventory, and have an underlying General Plan Land Use Designation that allows residential development at the densities permitted by the Overlay zoning. All 26 parcels subject to the proposed Zoning Map Amendments are physically suitable for the mixed use overlay, given the compatibility with the underlying General Plan Land Use Designations which allows residential development, and permitting the development of residential uses on these parcels will be compatible with the surrounding land uses in their respective vicinity, given that adjacent properties also have similar General Plan Land Use Designations and mixed use overlay zoning.

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

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

SECTION 2. Zoning Map Amendment No. A-037-2023 is hereby approved pursuant to the findings set forth herein and the facts and reasons stated in Planning Commission Resolution No. 6070-23, a copy of which is on file in the Office of the City Clerk, and which is incorporated herein by reference with the same force and effect as if set forth in full.

SECTION 3. The properties shown on the maps and accompanying list of properties with corresponding property Assessor's Parcel Numbers attached hereto as Exhibit "A" shall be included in the International West Mixed Use Overlay and the Industrial/Residential Mixed Use 1 Overlay, as specified in Exhibit "A." Exhibit "E" to Ordinance No. 2925 shall be superseded to the extent it is inconsistent with Exhibit "A" attached hereto. The Zoning Map shall be amended accordingly.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 5: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

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

ATTEST:

MAYOR

DEPUTY CITY CLERK

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

I, LIZABETH VASQUEZ, Deputy City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on October 10, 2023, with a vote as follows:

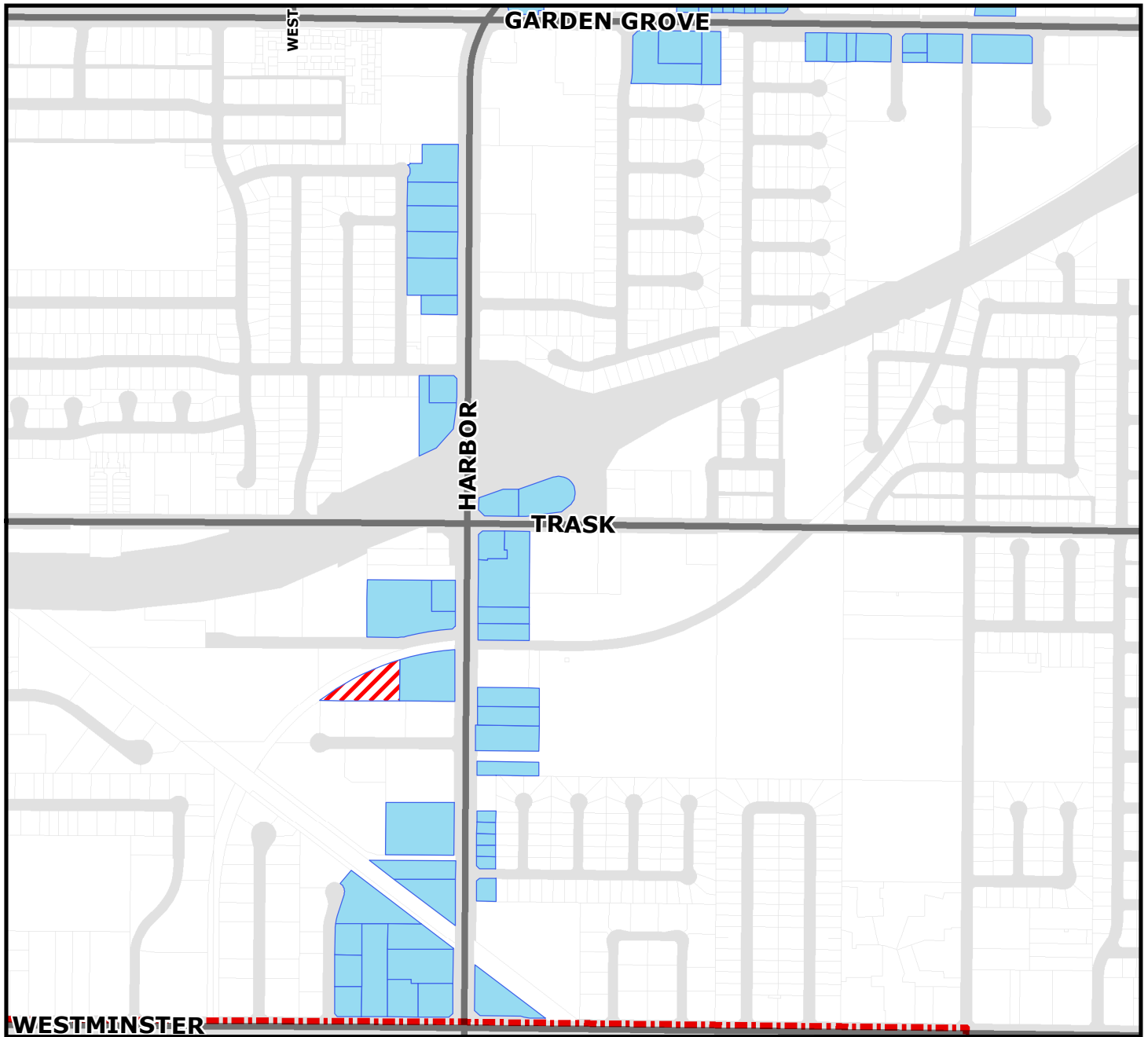
AYES:	COUNCIL MEMBERS:	(6)	O'NEILL, TRAN, DOVINH, KLOPFENSTEIN, NGUYEN-PENALOZA, JONES
NOES:	COUNCIL MEMBERS:	(1)	BRIETIGAM
ABSENT:	COUNCIL MEMBERS:	(0)	NONE

EXHIBIT "A"

MIXED USE OVERLAY ZONE

INTERNATIONAL WEST MIXED USE OVERLAY

SITE AREA MAP 1



LEGENDS

- Existing parcels
- New parcels

NOTES

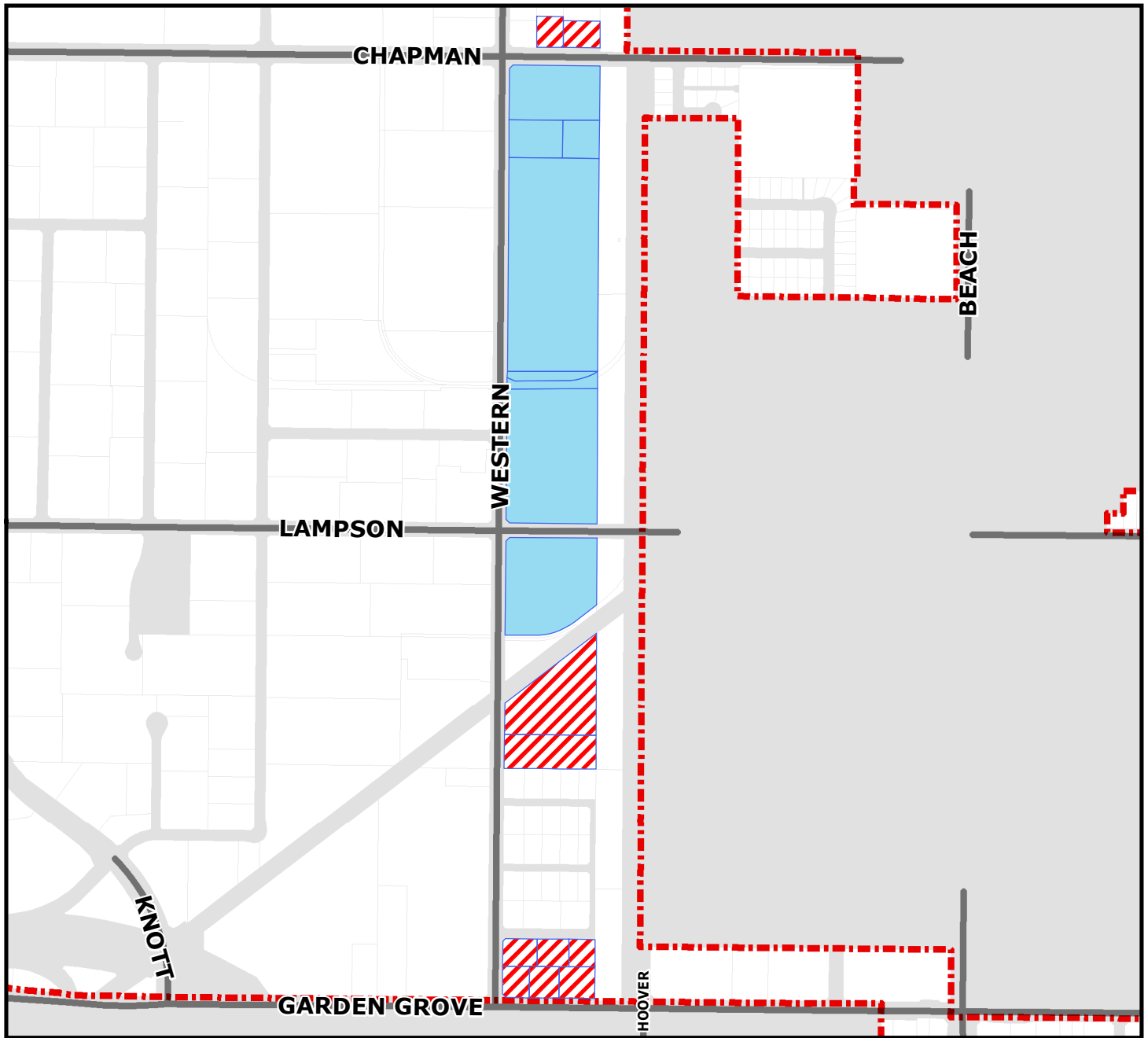
1. LAND USE DESIGNATION – INTERNATIONAL WEST MIXED USE
2. ZONING: C-1, C-2, C-3, M-1, HCSP-TS, HCSP-SDS, HCSP-OP






EXHIBIT "A"

MIXED USE OVERLAY ZONE

INDUSTRIAL/RESIDENTIAL MIXED USE 1 OVERLAY



LEGENDS

-  Existing parcels
-  New parcels
-  City boundaries

NOTES

1. LAND USE DESIGNATION – INDUSTRIAL/RESIDENTIAL MIXED USE 1
2. ZONING: M-P (INDUSTRIAL PARK)

EXHIBIT "A"

MIXED USE OVERLAY SITES

THE FOLLOWING PARCELS ARE INCLUDED IN THE INTERNATIONAL WEST MIXED USE OVERLAY:

(NEW PARCELS ADDED IN ***BOLD-ITALICS***)

APN# 101-011-06	APN# 231-561-14	APN# 101-080-63	APN# 100-352-20
APN# 101-080-68	APN# 101-080-64	APN# 100-130-67	APN# 100-130-66
APN# 231-491-12	APN# 231-491-13	APN# 231-491-14	APN# 231-491-15
APN# 231-451-40	APN# 231-451-38	APN# 231-451-37	APN# 231-451-36
APN# 100-130-56	APN# 101-611-78	APN# 100-130-71	APN# 100-345-23
APN# 101-681-22	APN# 101-642-02	APN# 101-452-02	APN# 100-335-25
APN# 101-611-02	APN# 100-335-34	APN# 100-335-37	APN# 100-130-72
APN# 100-335-30	APN# 100-130-74	APN# 100-130-73	APN# 101-642-01
APN# 101-080-71	APN# 101-080-73	APN# 101-080-74	APN# 231-441-36
APN# 100-347-15	APN# 231-405-01	APN# 100-122-33	APN# 101-080-76
APN# 100-345-21	APN# 101-311-25	APN# 101-343-65	APN# 231-441-35
APN# 101-011-02	APN# 101-315-33	APN# 231-422-14	APN# 231-422-07
APN# 231-422-12	APN# 231-422-15	APN# 231-423-09	APN# 231-422-09
APN# 231-423-08	APN# 231-422-08	APN# 231-422-22	APN# 231-422-21
APN# 231-422-20	APN# 231-422-19	APN# 231-422-18	APN# 231-422-17
APN# 231-422-16	APN# 231-422-11	APN# 231-423-15	APN# 231-423-16
APN# 231-423-14	APN# 231-423-13	APN# 231-423-12	APN# 231-423-11
APN# 231-423-10	APN# 231-422-10	APN# 231-423-02	APN# 231-423-01
APN# 231-423-03	APN# 231-423-04	APN# 231-423-05	APN# 231-423-06
APN# 231-423-07	APN# 101-311-17	APN# 101-011-03	APN# 101-311-19
APN# 101-311-24	APN# 101-311-21	APN# 101-311-20	<i>APN# 100-123-01</i>
<i>APN# 100-123-02</i>	<i>APN# 101-611-01</i>	<i>APN# 100-130-79</i>	<i>APN# 101-343-66</i>
<i>APN# 100-130-58</i>	<i>APN# 101-011-04</i>	<i>APN# 100-130-68</i>	<i>APN# 101-011-01</i>
<i>APN# 100-130-69</i>	<i>APN# 101-080-75</i>	<i>APN# 231-323-20</i>	<i>APN# 100-122-32</i>

EXHIBIT "A"

MIXED USE OVERLAY SITES

THE FOLLOWING PARCELS ARE INCLUDED IN THE INDUSTRIAL/RESIDENTIAL 1 MIXED USE OVERLAY:

(NEW PARCELS ADDED IN ***BOLD-ITALICS***)

APN# 131-671-11	APN# 131-671-09	APN# 131-671-10	APN# 131-671-08
APN# 215-032-01	<i>APN# 131-601-15</i>	<i>APN# 131-601-25</i>	<i>APN# 215-033-01</i>
<i>APN# 215-033-03</i>	<i>APN# 215-141-10</i>	<i>APN# 215-141-09</i>	<i>APN# 215-141-08</i>
<i>APN# 215-141-11</i>	<i>APN# 215-141-12</i>	<i>APN# 215-141-13</i>	<i>APN# 131-671-12</i>
<i>APN# 131-671-07</i>	<i>APN# 131-671-06</i>		