MAYOR JOYCE AHN
VICE MAYOR CONNOR TRAUT
COUNCIL MEMBER CARLOS FRANCO
COUNCIL MEMBER LAMIYA HOQUE
COUNCIL MEMBER SUSAN SONNE

Tuesday, October 14, 2025, 5:00 PM
COUNCIL CHAMBER
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL
REGULAR MEETING AGENDA

5:00 p.m.
PUBLIC HEARINGS AT 6:00 P.M.

1. GENERAL

1.A. CALL TO ORDER

1.B. ROLL CALL

1.C. INVOCATION
— Jonathan Lee, Buena Park Police Department Chaplain

1.D. PLEDGE OF ALLEGIANCE
— Jessica Fewer, Senior Management Analyst

1.E. CITY MANAGER REPORT
— Aaron France, City Manager

2. PRESENTATIONS

2.A. ORANGE COUNTY GUN BUYBACK PROGRAM
— Presented by Chair, Doug Chaffee, OC Board of Supervisors

2.B. CENTRALIA ELEMENTARY SCHOOL DISTRICT 150TH ANNIVERSARY CELEBRATION
— Presented to the Centralia Elementary School District Board

2.C. PROCLAMATION RECOGNIZING OCTOBER 17-19, 2025, AS SILVERADO DAYS
— Presented to the Buena Park Noon Lions

2.D. PROCLAMATION RECOGNIZING OCTOBER 2025 AS BREAST CANCER AWARENESS MONTH
— Presented to Providence St. Jude Medical Center

3. ORAL COMMUNICATIONS

3.A. ORAL COMMUNICATIONS
This is the portion of the meeting set aside to invite public comments regarding any item on the Regular Meeting Agenda only. Public comments are limited to no more than three minutes each. Those wishing to speak in-person are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber.

4. CONSENT CALENDAR

The items listed under the Council Consent Calendar are considered routine business and will be voted on together by one motion unless a Council Member requests separate action. At this time the City Council or public may ask to speak on any item on the Consent Calendar.

4.A. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving the Claims and Demands.

4.B. TREASURER'S REPORT FOR THE MONTH OF AUGUST 2025

— Recommended Action: Receive and file the reports.

4.C. PROCLAMATION RECOGNIZING OCTOBER 17-19, 2025, AS SILVERADO DAYS

— Recommended Action: Approve proclamation.

4.D. PROCLAMATION RECOGNIZING OCTOBER 2025 AS BREAST CANCER AWARENESS MONTH

— Recommended Action: Approve proclamation.

4.E. PROCLAMATION RECOGNIZING NOVEMBER 1, 2025, AS EXTRA MILE DAY

— Recommended Action: Approve proclamation.

4.F. FINAL PAYMENT TO PROSPECTRA CONTRACT FLOORING FOR THE SENIOR CENTER FLOORING REPLACEMENT PHASE 1 PROJECT

— Recommended Action: 1) Accept the project as complete and approve a final payment to Prospectra Contract Flooring in the amount of $114,759; and 2) Direct the Public Works Department to file a Notice of Completion.

4.G. FINAL PAYMENT TO ALL AMERICAN ASPHALT FOR THE 2024-2025 ANNUAL SLURRY SEAL PROJECT

— Recommended Action: 1) Accept the project as complete and approve a final payment to All American Asphalt in the amount of $295,220; and 2) Direct the Public Works Department to file a Notice of Completion.

4.H. LAND USE LICENSE AGREEMENT RENEWAL WITH SOUTHERN CALIFORNIA EDISON FOR THE RIGHT-OF-WAY BETWEEN EL MONTE DRIVE AND VALLEY VIEW STREET (PARKS, RECREATION, AND COMMUNITY GARDENS)

— Recommended Action: 1) Approve a five-year license agreement renewal with Southern California Edison (SCE) for use of its right-of-way between El Monte Drive and Valley View Street for parks and/or recreation space and the community gardens, in the amount of $41,980.55; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 3) Authorize the City Manager and City Clerk to execute the agreement.

4.I. AGREEMENT WITH FLOCK SAFETY TO LEASE AUTOMATED LICENSE PLATE READERS AND DATA STORAGE

— Recommended Action: 1) Approve a two-year lease agreement with Flock Safety for eight (8) automated license plate readers (ALPR) and data storage services for a total cost of $79,400; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Authorize the Police Department to continue expanding existing Flock Safety ALPR locations.

5. NEW BUSINESS

5.A. PROFESSIONAL SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC., FOR DESIGN SERVICES OF THE JOHN BEAT PARK, CARL BRENNER PARK (CONCEPTS) AND DISTRICT 2 POCKET PARK (CONCEPT & DESIGN) IMPROVEMENTS PROJECT

Presented by Jaden Miller, Associate Engineer

— Recommended Action: 1) Approve a Professional Services Agreement with RJM Design Group, Inc., in the amount of $292,450 for design services for the John Beat Park, Carl Brenner Park (Concepts) and District 2 Pocket Park (Concept & Design) Improvements Project; 2) Authorize the City Manager and City Attorney to make any necessary non-monetary changes to the agreement; and 3) Authorize the City Manager and City Clerk to execute the agreement.

5.B. PROFESSIONAL SERVICES AGREEMENT WITH RKA CONSULTING GROUP FOR DESIGN SERVICES OF THE VALLEY VIEW STREET (FROM SOUTH CITY LIMITS TO NORTH CITY LIMITS) PAVEMENT REHABILITATION PROJECT

Presented by Jason Tran, Associate Engineer

— Recommended Action: 1) Approve a Professional Services Agreement with RKA Consulting Group in the amount of $265,565 for design services for the Valley View Street (From South City Limits to North City Limits) Rehabilitation Project; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 3) Authorize the City Manager and City Clerk to execute the agreement.

5.C. AGREEMENT WITH MOTOROLA SOLUTIONS FOR ANNUAL MAINTENANCE OF POLICE COMPUTER-AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITH ADDITIONAL ENHANCED SERVICES

Presented by Nghia Nguyen, Police Captain

— Recommended Action: 1) Approve a five-year agreement with Motorola Solutions for annual maintenance of the police department's Computer-Aided Dispatch and Records Management System (CAD/RMS) and enhanced services in the amount of $720,000; 2) Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080 (H), which allows the City Council to dispense with bidding when it is in the best interest of the City; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 4) Authorize the City Manager and City Clerk to execute the agreement.

6. PUBLIC HEARING

No Public Hearings

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7.A. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8. RECESS

8.A. RECESS

9. STUDY SESSION

9.A. DISCUSS AND PROVIDE DIRECTION REGARDING BUENA PARK HIGH SCHOOL (BPHS) TREE PARTNERSHIP PROGRAM
Presented by Joe Hunt, Public Works Manager

9.B. DISCUSS AND PROVIDE DIRECTION REGARDING CLIMATE ACTION COMMISSION'S REVIEW OF PUBLIC TREE POLICY, URBAN FOREST MANAGEMENT PLAN, AND AN ORCHARD PILOT PROGRAM
Presented by Joe Hunt, Public Works Manager

9.C. DISCUSS AND PROVIDE DIRECTION REGARDING CITY VIDEO SERVICES
Presented by Jessica Fewer, Senior Management Analyst

10. CITY MANAGER REPORT

10.A. CITY MANAGER REPORT

11. COMMISSION & COMMITTEE UPDATES

11.A. COMMISSION & COMMITTEE UPDATES

12. ADJOURNMENT

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the City Council less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Korean or Spanish please contact the **City Clerk's Office at (714) 562-3750 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의제 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스패니쉬, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Adria M. Jimenez, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Adria M. Jimenez, MMC
Director of Government and Community Relations
City Clerk

Date Posted: October 9, 2025

October 14, 2025
CONSENT CALENDAR
Item No. 4A.

City Council Agenda Report

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

PREPARED BY	PRESENTED BY
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Sung Hyun. Director of Finance	Aaron France, City Manager

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

PREVIOUS CITY COUNCIL ACTION

None.

Attachments

Claims 432627-432875 reso.pdf
Claims 432627-432875 att1of2 resolist.pdf
Claims 432627-432875 att2of2 voids.pdf
Claims PR091125 retiree reso.pdf
Claims PR091125 retiree att1of1 resolist.pdf
Claims PR091925 reso.pdf
Claims PR091925 att1of1 resolist.pdf
Claims PR092925 retiree reso.pdf
Claims PR092925 retiree att1of1 resolist.pdf
Claims PR100325 reso.pdf
Claims PR100325 att1of1 resolist.pdf

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $2,790,901.85 DEMAND NOS., 432627 THROUGH 432875 CANCELLED NOS 432529 AND 432553 VOIDS SEE ATTACHED LIST

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: That claims and demands Nos. 432627 through 432875 the sum of $2,790,901.85 set forth on the 22-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025

_____
City Clerk

SELECTION CRITERIA: transact.trans_date between '20250911 00:00:00.000' and '20250924 00:00:00.000'
ACCOUNTING PERIOD: 3/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO		ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432529	V	09/10/25	10000030	HILDA S. MILES	275120	HULA DNC/SUMMER-25	0.00	-1,263.50
1011	432553	V	09/10/25	00000321	PETTY CASH	631140	NAVARRO/SUPL DEC-24	0.00	-20.46
1011	432553	V	09/10/25	00000321	PETTY CASH	115110	ADRIA/PARKING/JAN-25	0.00	-18.00
1011	432553	V	09/10/25	00000321	PETTY CASH	101101	FEWER/CF 2/10/25	0.00	-21.91
1011	432553	V	09/10/25	00000321	PETTY CASH	105105	MLG/CF/FEWER 2/10/25	0.00	-26.32
1011	432553	V	09/10/25	00000321	PETTY CASH	731105	THAI/MLG 02/13/25	0.00	-18.90
1011	432553	V	09/10/25	00000321	PETTY CASH	731120	MCALEESE/MLG 02/13/25	0.00	-18.34
1011	432553	V	09/10/25	00000321	PETTY CASH	105105	MEDINA/SUPL/FEB-25	0.00	-32.31
1011	432553	V	09/10/25	00000321	PETTY CASH	631140	NAVARRO/SUPL/APR-25	0.00	-11.04
1011	432553	V	09/10/25	00000321	PETTY CASH	631140	NAVARRO/SUPL/MAY-25	0.00	-8.00
1011	432553	V	09/10/25	00000321	PETTY CASH	631140	CASTANEDA/SUPL/MAY-25	0.00	-16.00
1011	432553	V	09/10/25	00000321	PETTY CASH	160105	MILLER/MLG/MAY-25	0.00	-23.80
1011	432553	V	09/10/25	00000321	PETTY CASH	101101	GUERRA/SNACKS/MAY-25	0.00	-15.98
1011	432553	V	09/10/25	00000321	PETTY CASH	731105	THAI/MLG/MAY-25	0.00	-37.94
1011	432553	V	09/10/25	00000321	PETTY CASH	731105	THAI/MLG/JUNE-25	0.00	-33.60
1011	432553	V	09/10/25	00000321	PETTY CASH	121110	PREVO/SNACKS/JUNE-25	0.00	-19.15
1011	432553	V	09/10/25	00000321	PETTY CASH	105105	MEDINA/SNACKS/JUNE-25	0.00	-18.51
1011	432553	V	09/10/25	00000321	PETTY CASH	115110	JIMENEZ/SUPL/AUG-25	0.00	-45.66
1011	432553	V	09/10/25	00000321	PETTY CASH	105105	OWAKA/POSTAGE/AUG-25	0.00	-37.68
1011	432553	V	09/10/25	00000321	PETTY CASH	115110	JIMENEZ/SUPL/AUG-25	0.00	-25.99
1011	432553	V	09/10/25	00000321	PETTY CASH	115110	JIMENEZ/SUPL/AUG-25	0.00	-49.99
1011	432553	V	09/10/25	00000321	PETTY CASH	632110	DHAUW/SUPL/SEPT-25	0.00	-40.93
1011	432553	V	09/10/25	00000321	PETTY CASH	126120	GALLENTINE/SUPL/SEP25	0.00	-47.99
TOTAL CHECK								0.00	-588.50
1011	432627		09/24/25	10014411	3SI SECURITY SYSTEMS, IN	650603	ANNUAL COVERT TRACK SV	0.00	2,400.00
1011	432628		09/24/25	00000330	A & A WIPING CLOTH INC	11	RAGS COLORED KNIT SELE	136.50	1,696.50
1011	432629		09/24/25	10003451	A T & T	650302	25082912039566 SEP-25	0.00	85.94
1011	432630		09/24/25	10003451	A T & T	650302	25082759691016 SEP-25	0.00	85.94
1011	432632		09/24/25	10003794	A T & T	650302	9391026065 SEPT-25	0.00	31.12
1011	432632		09/24/25	10003794	A T & T	650302	9391026066 SEPT-25	0.00	31.12
1011	432632		09/24/25	10003794	A T & T	650302	9391026095 SEPT-25	0.00	31.14
1011	432632		09/24/25	10003794	A T & T	650302	9391026054 SEPT-25	0.00	31.16
1011	432632		09/24/25	10003794	A T & T	650302	9391026080 SEPT-25	0.00	31.41
1011	432632		09/24/25	10003794	A T & T	650302	9391026085 SEPT-25	0.00	31.41
1011	432632		09/24/25	10003794	A T & T	650302	9391026075 SEPT-25	0.00	35.14
1011	432632		09/24/25	10003794	A T & T	650302	9391026110 SEPT-25	0.00	35.44
1011	432632		09/24/25	10003794	A T & T	650302	9391026099 SEPT-25	0.00	63.14
1011	432632		09/24/25	10003794	A T & T	650302	9391026064 SEPT-25	0.00	119.81
1011	432632		09/24/25	10003794	A T & T	650302	9391026059 SEPT-25	0.00	149.38
1011	432632		09/24/25	10003794	A T & T	650302	9391031460 SEPT-25	0.00	173.00
1011	432632		09/24/25	10003794	A T & T	650302	9391026074 SEPT-25	0.00	186.13
1011	432632		09/24/25	10003794	A T & T	650302	9391026092 SEPT-25	0.00	208.51
1011	432632		09/24/25	10003794	A T & T	650302	9391050226 SEPT-25	0.00	254.08
1011	432632		09/24/25	10003794	A T & T	650302	9391063673 SEPT-25	0.00	1,215.24
1011	432632		09/24/25	10003794	A T & T	650302	9391065061 SEPT-25	0.00	1,264.19
1011	432632		09/24/25	10003794	A T & T	170670	9391026079 SEPT-25	0.00	62.08

SELECTION CRITERIA: transact.trans_date between '20250911 00:00:00.000' and '20250924 00:00:00.000'
ACCOUNTING PERIOD: 3/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432632	09/24/25	10003794	A T & T	170670	9391054287 SEPT-25	0.00	70.53
1011	432632	09/24/25	10003794	A T & T	170670	9391026061 SEPT-25	0.00	91.12
1011	432632	09/24/25	10003794	A T & T	170670	9391026111 SEPT-25	0.00	91.12
1011	432632	09/24/25	10003794	A T & T	170670	9391026082 SEPT-25	0.00	122.13
1011	432632	09/24/25	10003794	A T & T	170670	9391026050 SEPT-25	0.00	123.04
1011	432632	09/24/25	10003794	A T & T	170670	9391026089 SEPT-25	0.00	150.83
1011	432632	09/24/25	10003794	A T & T	170670	9391031459 SEPT-25	0.00	155.40
1011	432632	09/24/25	10003794	A T & T	170670	9391026083 SEPT-25	0.00	191.20
1011	432632	09/24/25	10003794	A T & T	170670	9391055764 SEPT-25	0.00	460.54
1011	432632	09/24/25	10003794	A T & T	170670	9391036451 SEPT-25	0.00	495.23
1011	432632	09/24/25	10003794	A T & T	170670	9391026078 SEPT-25	0.00	29.85
1011	432632	09/24/25	10003794	A T & T	170670	9391026097 SEPT-25	0.00	31.12
1011	432632	09/24/25	10003794	A T & T	170670	9391026060 SEPT-25	0.00	31.12
1011	432632	09/24/25	10003794	A T & T	660241	9391026081 SEPT-25	0.00	31.41
1011	432632	09/24/25	10003794	A T & T	170670	9391026062 SEPT-25	0.00	60.69
1011	432632	09/24/25	10003794	A T & T	170670	9391050380 SEPT-25	0.00	31.41
1011	432632	09/24/25	10003794	A T & T	170670	9391026107 SEPT-25	0.00	31.41
1011	432632	09/24/25	10003794	A T & T	860810	9391026053 SEPT-25	0.00	31.41
1011	432632	09/24/25	10003794	A T & T	170670	9391026055 SEPT-25	0.00	31.41
1011	432632	09/24/25	10003794	A T & T	170670	9391026112 SEPT-25	0.00	31.41
1011	432632	09/24/25	10003794	A T & T	170670	9391026113 SEPT-25	0.00	31.41
1011	432632	09/24/25	10003794	A T & T	126143	9391026115 SEPT-25	0.00	31.41
1011	432632	09/24/25	10003794	A T & T	170670	9391026100 SEPT-25	0.00	61.27
1011	432632	09/24/25	10003794	A T & T	650302	9391026090 SEPT-25	0.00	90.34
TOTAL CHECK							0.00	6,460.31
1011	432633	09/24/25	10012737	A T & T	650303	LEA TRACKING	0.00	900.00
1011	432634	09/24/25	10004247	A T & T MOBILITY	275105	287306643033 SEP-25	0.00	40.24
1011	432635	09/24/25	10004247	A T & T MOBILITY	631140	287260985373 SEP-25	0.00	246.65
1011	432636	09/24/25	10004247	A T & T MOBILITY	170670	287261541007 SEP-25	0.00	89.72
1011	432637	09/24/25	10004247	A T & T MOBILITY	126143	287345550627 SEPT-25	0.00	219.48
1011	432638	09/24/25	10004247	A T & T MOBILITY	275305	828554058 SEPT-25	0.00	128.80
1011	432639	09/24/25	10004247	A T & T MOBILITY	731150	996095853 SEPT-25	0.00	312.09
1011	432640	09/24/25	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL	0.00	650.00
1011	432640	09/24/25	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL	0.00	195.00
TOTAL CHECK							0.00	845.00
1011	432641	09/24/25	00010359	ADMINSURE INC	107410	WKS COMP/OCT-25	0.00	12,026.00
1011	432642	09/24/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	PHYS/HEP B VAC/SEP-25	0.00	1,875.00
1011	432642	09/24/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	PHYS/HEP B VAC/AUG-25	0.00	220.00
TOTAL CHECK							0.00	2,095.00
1011	432643	09/24/25	00002907	AIRGAS SAFETY	650308	DISOSABLE COVERALL DUP	14.88	184.88
1011	432643	09/24/25	00002907	AIRGAS SAFETY	452410	SHIPPING	0.00	16.95

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ACCOUNTING PERIOD: 3/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							14.88	201.83
1011	432644	09/24/25	10014558	GABRIEL ALDAVE	20	MONEY TO BE RET/AUG25	0.00	1,128.00
1011	432645	09/24/25	00001993	ALIN PARTY SUPPLY INC.	275305	BALLOONS	0.00	121.45
1011	432646	09/24/25	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRSGRD 8/17-30/25	0.00	12,056.19
1011	432647	09/24/25	10013705	ALL PRO BEVERAGE, INC.	170670	CREAMER/EURO BLEND	0.00	267.53
1011	432647	09/24/25	10013705	ALL PRO BEVERAGE, INC.	170670	COFFEE MACH SEP25	0.00	212.06
TOTAL CHECK							0.00	479.59
1011	432648	09/24/25	10011634	UNIVERSAL PROTECTION SER	650308	CITY JAIL CONT/AUG-25	0.00	41,884.97
1011	432649	09/24/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW RET/JUNE-25	0.00	22,500.00
1011	432649	09/24/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	NSPA MOU EXCESS/JUN25	0.00	42.00
1011	432649	09/24/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY#2 JUNE-25	0.00	336.00
1011	432649	09/24/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	EXCESS HRS/JUNE-25	0.00	1,827.00
1011	432649	09/24/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW COSTS/JUNE-25	0.00	1,951.26
TOTAL CHECK							0.00	26,656.26
1011	432650	09/24/25	10014557	ALEXANDRA MORALES AMADOR	11	RF/E25-0196/8209 LIME	0.00	100.00
1011	432651	09/24/25	00006012	AMBIUS INC	170670	PLANT SVC/FINAL/SEP25	0.00	359.44
1011	432652	09/24/25	00005384	ANDY GUMP, INC	860810	RESTROOM SVC	0.00	322.69
1011	432652	09/24/25	00005384	ANDY GUMP, INC	860810	RESTROOM SVC	0.00	60.50
TOTAL CHECK							0.00	383.19
1011	432653	09/24/25	10013646	ANTHONY Q CONSTRUCTION,	126128	HIP202304 MARTNEZ	0.00	6,921.00
1011	432653	09/24/25	10013646	ANTHONY Q CONSTRUCTION,	126128	HIP202304 MARTINEZ	0.00	1,800.00
TOTAL CHECK							0.00	8,721.00
1011	432654	09/24/25	10008010	AXON ENTERPRISE, INC.	650402	PD BODY CAMERAS	0.00	247,349.36
1011	432654	09/24/25	10008010	AXON ENTERPRISE, INC.	650402	AXON BODY MOUNT	0.00	702.53
1011	432654	09/24/25	10008010	AXON ENTERPRISE, INC.	650402	10 BWC UNLIMITED	0.00	15,243.68
TOTAL CHECK							0.00	263,295.57
1011	432655	09/24/25	10014539	BA INC C/O ANAND, CHETAN	52	UB REFUND	0.00	15.99
1011	432656	09/24/25	10013308	BEHAVIOR ANALYSIS TRAINI	650208	INTERV 11/3-7/25	0.00	575.00
1011	432656	09/24/25	10013308	BEHAVIOR ANALYSIS TRAINI	650208	INTERV 10/20-24/25	0.00	575.00
TOTAL CHECK							0.00	1,150.00
1011	432657	09/24/25	10010196	BKF ENGINEERS	490025	KNOT STORM DRAN/AUG25	0.00	1,793.50
1011	432658	09/24/25	10006975	CITY OF BREA	650303	ILJAOC-TYLER TECH	0.00	5,308.52
1011	432659	09/24/25	10014580	RENITA BROWN	550502	CIT#787928 DISMISSED	0.00	56.00
1011	432660	09/24/25	00000815	VARSITY BRANDS HOLDING C	275150	#BS53DRAGC - 5X3' NAIL	0.00	769.99
1011	432660	09/24/25	00000815	VARSITY BRANDS HOLDING C	275150	#BSNAILPK - REPLACEMEN	0.00	120.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432660	09/24/25	00000815	VARSITY BRANDS HOLDING C	275150	TAX	0.00	77.87
1011	432660	09/24/25	00000815	VARSITY BRANDS HOLDING C	275150	FREIGHT	0.00	26.00
TOTAL CHECK							0.00	993.86
1011	432661	09/24/25	00000759	BUENA PARK PLAQUE & TROP	275110	MEMORIAL GROVE	0.00	291.65
1011	432661	09/24/25	00000759	BUENA PARK PLAQUE & TROP	170670	NAME PLATE	0.00	36.92
1011	432661	09/24/25	00000759	BUENA PARK PLAQUE & TROP	170670	NAME PLATE	0.00	14.08
1011	432661	09/24/25	00000759	BUENA PARK PLAQUE & TROP	275210	CULTURE FEST BANNERS	0.00	511.13
1011	432661	09/24/25	00000759	BUENA PARK PLAQUE & TROP	275210	CONTEST AWARDS	0.00	740.86
TOTAL CHECK							0.00	1,594.64
1011	432662	09/24/25	00008501	BUENA PARK SCHOOL DISTRI	275130	KNOTT'S BERRY FARM	0.00	315.00
1011	432663	09/24/25	10014555	CABALUNA, VINA GALLEGO	52	UB REFUND	0.00	198.52
1011	432664	09/24/25	10012883	CALIFORNIA SURVEYING & D	352363	1 YR HW WARRANTY	0.00	115.00
1011	432665	09/24/25	10012931	CHARTER COMMUNICATIONS	170670	188676501 SEPT-25	0.00	825.47
1011	432666	09/24/25	10012931	CHARTER COMMUNICATIONS	650302	187624701 SEP-25	0.00	454.93
1011	432667	09/24/25	10012931	CHARTER COMMUNICATIONS	170670	188670701 SEPT-25	0.00	825.47
1011	432668	09/24/25	10012931	CHARTER COMMUNICATIONS	650302	188676101 SEP-25	0.00	1,099.00
1011	432669	09/24/25	10012931	CHARTER COMMUNICATIONS	650302	188676401 SEP-25	0.00	12.50
1011	432670	09/24/25	10012931	CHARTER COMMUNICATIONS	106132	238207201 SEPT-25	0.00	540.00
1011	432671	09/24/25	10012931	CHARTER COMMUNICATIONS	650302	238915001 SEP-25	0.00	486.95
1011	432672	09/24/25	10007941	CHARTER COMMUNICATIONS H	650404	8448-40024-0089222	0.00	12.49
1011	432673	09/24/25	10014576	NATASHA CHIASSON	995100	HOSTED MEDIA	0.00	3,084.68
1011	432674	09/24/25	10014578	STEVEN HOLLINS	275105	CATER/GOV DAY 10/9/25	0.00	4,352.72
1011	432675	09/24/25	10014503	CITY ELECTRIC SUPPLY	170670	ELECTRICAL HARDWARE	0.00	92.89
1011	432676	09/24/25	10011435	CLEAN DIESEL SPECIALISTS	171710	HEAVY TRUCK SMOG TEST	0.00	369.97
1011	432677	09/24/25	00005774	THE CODE GROUP, INC.	731150	DANNY RODRIGUEZ/AUG25	0.00	7,695.00
1011	432678	09/24/25	00010209	COLLICUTT ENERGY SERVICE	170670	GENERATOR REPAIR	0.00	1,125.62
1011	432679	09/24/25	10006011	COMMERCIAL CONTROLS CORP	650303	PD ACCESS/SEPT-25	0.00	2,400.00
1011	432680	09/24/25	10004317	CONCENTRA HEALTH SERVICE	121110	RANDM MGT ANN FEES	0.00	250.00
1011	432681	09/24/25	00010548	CORELOGIC INFORMATION SO	631140	REALQUEST/AUG-25	0.00	633.25
1011	432682	09/24/25	10012192	COSTAR REALTY INFORMATIO	632110	INVOICE SEPT-25	0.00	460.41

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432683	09/24/25	00002379	NANCY K. BOHL INC.	650105	EMP SUPPORT/AUG-25	0.00	420.00
1011	432684	09/24/25	10002389	COUNTY OF ORANGE TREASUR	650308	5PKG PRE BK FORMS	0.00	135.20
1011	432685	09/24/25	10002389	COUNTY OF ORANGE TREASUR	650308	AFIS/AUG-25	0.00	2,478.00
1011	432686	09/24/25	10011575	COYOTE FFA ALUMNI & SUPP	11	FLORAL CENTERPIECES	0.00	910.00
1011	432687	09/24/25	10000671	COOPERATIVE PERSONNEL SE	121110	RECORDS CLERK	0.00	1,171.50
1011	432687	09/24/25	10000671	COOPERATIVE PERSONNEL SE	121110	MAINTENANCE WORKER	0.00	-175.00
1011	432687	09/24/25	10000671	COOPERATIVE PERSONNEL SE	121110	MAINTENANCE WORKER	0.00	2,251.13
TOTAL CHECK							0.00	3,247.63
1011	432688	09/24/25	10014577	EMILIO CUMMINGS	275220	1 OF 2 DIR.ALL SHOOK	0.00	900.00
1011	432689	09/24/25	10011541	L.N. CURTIS AND SONS	650701	J GARCIA HOLSTER	0.00	178.13
1011	432689	09/24/25	10011541	L.N. CURTIS AND SONS	650208	D CHO GEAR	0.00	13.29
1011	432689	09/24/25	10011541	L.N. CURTIS AND SONS	650208	RECRUIT D LEE	0.00	13.29
1011	432689	09/24/25	10011541	L.N. CURTIS AND SONS	650208	C GONZALEZ UNIFORM	0.00	13.29
1011	432689	09/24/25	10011541	L.N. CURTIS AND SONS	650208	B MONTANO CADET	0.00	187.05
1011	432689	09/24/25	10011541	L.N. CURTIS AND SONS	650208	C ESTRELLA HOLSTER	0.00	178.13
1011	432689	09/24/25	10011541	L.N. CURTIS AND SONS	650208	D YBARRA RECORDS	0.00	44.30
TOTAL CHECK							0.00	627.48
1011	432690	09/24/25	00005287	CALIFORNIA WATER ENVIRON	452410	ANDREW MOJARRO GR.1	0.00	124.00
1011	432691	09/24/25	00010545	D & R OFFICE WORKS INC	115110	CITY CLERK FURNITURE	0.00	1,497.26
1011	432692	09/24/25	10014542	DB ROOFING INC.	11	REF DEPOSIT#RF25-215	0.00	200.00
1011	432693	09/24/25	00000492	DEPARTMENT OF JUSTICE	121110	FINGERPRINT/AUG-25	0.00	588.00
1011	432693	09/24/25	00000492	DEPARTMENT OF JUSTICE	650302	FINGERPRINT/AUG-25	0.00	262.00
1011	432693	09/24/25	00000492	DEPARTMENT OF JUSTICE	11	FINGERPRINT/AUG-25	0.00	2,218.00
TOTAL CHECK							0.00	3,068.00
1011	432694	09/24/25	10013343	DUDEK	731105	CLIMATE ACTION/AUG-25	0.00	6,486.25
1011	432695	09/24/25	10009520	THE ECOHERO SHOW, LLC	160109	CLS RM PRES/SEPT-25	0.00	2,000.00
1011	432695	09/24/25	10009520	THE ECOHERO SHOW, LLC	190137	CLS RM PRES/SEPT-25	0.00	2,000.00
TOTAL CHECK							0.00	4,000.00
1011	432696	09/24/25	10008598	ZACHARY ELLS	352363	REIMB/CERT D3 OP49549	0.00	110.00
1011	432696	09/24/25	10008598	ZACHARY ELLS	352363	REIMB/CERT T2 OP43458	0.00	110.00
TOTAL CHECK							0.00	220.00
1011	432697	09/24/25	00006560	ENTERPRISE FM TRUST, INC	650603	LEASE 4 VEH/SEP-25	0.00	1,334.45
1011	432698	09/24/25	10014556	KANEK ESTRELLA	11	REF/E25-0188/8241 POI	0.00	100.00
1011	432699	09/24/25	10008311	EVERETT DOREY, LLP	107420	FRANK LEON	0.00	561.00
1011	432699	09/24/25	10008311	EVERETT DOREY, LLP	107420	OMAR LOPEZ	0.00	7,645.70

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							0.00	8,206.70
1011	432700	09/24/25	10004626	EXPEDIA, INC.	995100	EXPEDIA ADS	0.00	19,084.09
1011	432701	09/24/25	00008579	EXPERIAN INFORMATION SOL	650105	CIS ON LINE/AUG-25	0.00	78.20
1011	432702	09/24/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	RACK AND PINION	0.00	1,607.10
1011	432702	09/24/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BRAKE PADS	0.00	139.00
1011	432702	09/24/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	66.63
1011	432702	09/24/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	49.61
1011	432702	09/24/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS/BRAKES	0.00	141.12
1011	432702	09/24/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	HOOD SHOCKS	0.00	51.20
1011	432702	09/24/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	102.34
1011	432702	09/24/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	ROTOR/BRAKE PADS	0.00	448.99
TOTAL CHECK							0.00	2,605.99
1011	432703	09/24/25	00000320	FEDERAL EXPRESS CORPORAT	632110	TRANSPORT 09/05/25	0.00	26.26
1011	432704	09/24/25	10007405	FIRST AMERICAN TITLE COM	632110	PM2023-114-6245 AUTO	0.00	398.94
1011	432705	09/24/25	10013464	JOHNNIES PAINT AND BODY	171710	BODY REPAIR	0.00	2,032.93
1011	432705	09/24/25	10013464	JOHNNIES PAINT AND BODY	171710	REPAINT COMPLETE	0.00	5,598.96
TOTAL CHECK							0.00	7,631.89
1011	432706	09/24/25	10013189	FLOCK GROUP INC.	650701	YEAR 1 FLOCK SAFETY DR	0.00	150,000.00
1011	432707	09/24/25	10003190	FOOD 4 LESS	275605	ELOP SUPPLIES	0.00	98.77
1011	432707	09/24/25	10003190	FOOD 4 LESS	275605	ELOP SUPPLIES	0.00	103.34
1011	432707	09/24/25	10003190	FOOD 4 LESS	275305	WATER RESOURCE FAIR	0.00	69.97
1011	432707	09/24/25	10003190	FOOD 4 LESS	275605	WINGS AFTERSCHOOL PRG	0.00	142.26
1011	432707	09/24/25	10003190	FOOD 4 LESS	275605	ELOP FOOD PROGRAM	0.00	127.38
TOTAL CHECK							0.00	541.72
1011	432708	09/24/25	10001966	FORENSIC NURSE SPECIALIS	650402	CALDWELL 07/21/25	0.00	1,500.00
1011	432708	09/24/25	10001966	FORENSIC NURSE SPECIALIS	650402	FLORES 07/25/25	0.00	1,500.00
TOTAL CHECK							0.00	3,000.00
1011	432709	09/24/25	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011	432710	09/24/25	00000046	FULLER ENGINEERING INC	352363	CL2 BOISERRANC	0.00	117.45
1011	432710	09/24/25	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT	0.00	174.00
1011	432710	09/24/25	00000046	FULLER ENGINEERING INC	352363	CL2 FOR FREEWAY	0.00	216.41
1011	432710	09/24/25	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	527.44
1011	432710	09/24/25	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	880.88
TOTAL CHECK							0.00	1,916.18
1011	432711	09/24/25	10001849	SAN FERNANDO VALLEY ALAR	170670	ALARM MONITORING	0.00	162.00
1011	432712	09/24/25	10013834	G&A NELOS CONSTRUCTION,	396828	MAGNOLIA/FINAL/AUG25	0.00	52,654.35
1011	432712	09/24/25	10013834	G&A NELOS CONSTRUCTION,	52	PMT#7/FINAL RET/AUG25	0.00	-2,632.72
TOTAL CHECK							0.00	50,021.63

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432713	09/24/25	10013834	G&A NELOS CONSTRUCTION,	52	REF/00-0966-00 METER	0.00	2,000.00
1011	432714	09/24/25	10013834	G&A NELOS CONSTRUCTION,	52	MAGNOLIA WTR MAIN RET	0.00	32,000.69
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	160105	SAFETY VESTS	0.00	56.53
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	631140	SMALL TOOLS	0.00	7.60
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	233.86
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	158.66
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	118.71
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	162.52
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	43.49
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	47.81
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	54.32
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	170670	LED BULBS	0.00	43.48
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	632110	MAINTENANCE SUPPLIES	0.00	38.05
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	275160	PICKLEBALL TAPE	0.00	65.18
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	275160	PICKLEBALL SUPPLIES	0.00	43.46
1011	432715	09/24/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	108.50
TOTAL CHECK							0.00	1,182.17
1011	432716	09/24/25	10011838	GEORGE HILLS COMPANY, IN	107420	ROBYN RUST/CLAIMANT	0.00	24.00
1011	432717	09/24/25	10001832	GHD INC	11	6245 AUTO CTR	0.00	174.50
1011	432717	09/24/25	10001832	GHD INC	11	6050 AUTO CTR DR	0.00	40.25
1011	432717	09/24/25	10001832	GHD INC	11	6685 NAOMI	0.00	48.88
1011	432717	09/24/25	10001832	GHD INC	11	6245 AUTO CTR	0.00	193.88
1011	432717	09/24/25	10001832	GHD INC	11	8161 LA PALMA	0.00	258.38
1011	432717	09/24/25	10001832	GHD INC	11	8030 DALE	0.00	260.90
1011	432717	09/24/25	10001832	GHD INC	11	8030 DALE	0.00	261.75
1011	432717	09/24/25	10001832	GHD INC	11	7682 CRAIG	0.00	923.25
1011	432717	09/24/25	10001832	GHD INC	11	7242 VALLEY VIEW	0.00	2,039.69
1011	432717	09/24/25	10001832	GHD INC	11	6100-6172 BEACH BLVD	0.00	60.38
TOTAL CHECK							0.00	4,261.86
1011	432718	09/24/25	10011830	GOLDEN STATE COMMUNICATI	650603	2 WAY RADIO OCT-DEC25	0.00	840.00
1011	432719	09/24/25	10006406	GRAFIX SYSTEMS	171710	POLICE DECALS	0.00	1,042.08
1011	432720	09/24/25	00000055	GRAINGER INC	171710	BATTERY	0.00	26.04
1011	432721	09/24/25	10014554	GREEN, JANE	52	UB REFUND	0.00	1,158.98
1011	432722	09/24/25	00005680	CINDY GRISWOLD	275405	CPR/1ST AID/SMMER-25	0.00	93.10
1011	432723	09/24/25	10012288	HASA INC.	860820	CHEMICALS	0.00	1,078.79
1011	432723	09/24/25	10012288	HASA INC.	860820	CHEMICALS	0.00	729.47
1011	432723	09/24/25	10012288	HASA INC.	860820	CHEMICALS	0.00	1,676.84
TOTAL CHECK							0.00	3,485.10
1011	432724	09/24/25	10014584	HELPING OUR PETS EDUCATI	650405	K9 ADAM BOARDING	0.00	860.00
1011	432724	09/24/25	10014584	HELPING OUR PETS EDUCATI	650405	K9 ADAM BOARDING	0.00	520.00
TOTAL CHECK							0.00	1,380.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432725	09/24/25	10014562	HERRERA'S ROOFING INC,	11	REF DEPOSIT/RF 25-209	0.00	682.02
1011	432726	09/24/25	10013659	HI STANDARD AUTOMOTIVE,	171710	TRAFFIC ADVISOR	0.00	232.63
1011	432726	09/24/25	10013659	HI STANDARD AUTOMOTIVE,	171710	LIGHT BAR	0.00	3,980.13
TOTAL CHECK							0.00	4,212.76
1011	432727	09/24/25	10014538	HINDS, DARRELL	52	UB REFUND	0.00	846.90
1011	432728	09/24/25	00000057	HOME DEPOT / GECF	452410	VACTOR TRUCK SUPPLIES	0.00	36.47
1011	432728	09/24/25	00000057	HOME DEPOT / GECF	452410	VACTOR TRUCK SUPPLIES	0.00	243.15
1011	432728	09/24/25	00000057	HOME DEPOT / GECF	275160	PICKLEBALL TAPE	0.00	100.53
TOTAL CHECK							0.00	380.15
1011	432729	09/24/25	10014571	HOPE CENTER OF ORANGE CO	651617	CLINIC MGT.JUL-DEC-25	0.00	35,000.00
1011	432730	09/24/25	00000060	HOSE MAN INC	171710	HOSE	0.00	169.68
1011	432731	09/24/25	10009091	HUE C LUU	731150	ENG SVCS/SEP-25	0.00	6,600.00
1011	432732	09/24/25	10008985	INDEPENDENT	732071	00156259 LEGAL NOTICE	0.00	260.00
1011	432732	09/24/25	10008985	INDEPENDENT	352363	#00156260 LEGAL NOTIC	0.00	175.00
1011	432732	09/24/25	10008985	INDEPENDENT	731120	LEGAL NOTICE	0.00	225.00
1011	432732	09/24/25	10008985	INDEPENDENT	731120	LEGAL NOTICE	0.00	270.00
TOTAL CHECK							0.00	930.00
1011	432733	09/24/25	10003113	INTERNATIONAL CODE COUNC	731150	EC'15 CONCRETE MANUAL	0.00	269.77
1011	432734	09/24/25	00010018	JOSEPH M JACKSON	275305	SOUND BATH/SUMMER25	0.00	80.50
1011	432735	09/24/25	00004440	JMG SECURITY SYSTEMS INC	170670	ALARM MONITORING	0.00	420.00
1011	432735	09/24/25	00004440	JMG SECURITY SYSTEMS INC	170670	ALARM MONITORING	0.00	654.30
TOTAL CHECK							0.00	1,074.30
1011	432736	09/24/25	00000042	JOHN B EWLES INC	560210	TEN WHEELER DUMP	0.00	350.00
1011	432737	09/24/25	10014330	JOHN ROBINSON CONSULTING	352363	CCC PROG/FINAL/JUNE25	0.00	10,185.00
1011	432738	09/24/25	10014543	MARCIA JOHNSON	731105	REBATE/ELECT EQUIP	0.00	150.00
1011	432739	09/24/25	10012365	MARK JOHNSON	11	REF/E25-0207/8961 MEA	0.00	100.00
1011	432740	09/24/25	10013050	JOLLY JUMPS	275210	2OF2 ROCKWAL 10/29/25	0.00	1,105.50
1011	432741	09/24/25	00000674	RICHARD D. JONES A PROF.	631140	CODE ENF AUG-25	0.00	2,970.00
1011	432741	09/24/25	00000674	RICHARD D. JONES A PROF.	631140	6002 DARLINGTON/AUG25	0.00	75.00
1011	432741	09/24/25	00000674	RICHARD D. JONES A PROF.	631140	6972 SAN DIEGO/AUG-25	0.00	75.00
1011	432741	09/24/25	00000674	RICHARD D. JONES A PROF.	631140	8732 WESTERN/AUG-25	0.00	125.00
1011	432741	09/24/25	00000674	RICHARD D. JONES A PROF.	631140	6211 SAN RAFAEL/AUG25	0.00	125.00
1011	432741	09/24/25	00000674	RICHARD D. JONES A PROF.	631140	6121 HOMEWOOD/AUG-25	0.00	275.00
1011	432741	09/24/25	00000674	RICHARD D. JONES A PROF.	631140	6712 HIGHLAND/AUG-25	0.00	450.00
1011	432741	09/24/25	00000674	RICHARD D. JONES A PROF.	631140	5832 DARLINGTON/AUG25	0.00	1,741.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							0.00	5,836.00
1011	432742	09/24/25	10014541	CAP INC.	11	REF DEPOSIT#RF25-205	0.00	300.00
1011	432743	09/24/25	10014560	CHULJUN KIM	731105	REBATE/ELECT EQUIP	0.00	150.00
1011	432744	09/24/25	00009647	KIMBALL MIDWEST	171710	HARDWARE STOCK	0.00	947.66
1011	432745	09/24/25	10012442	KIMLEY-HORN AND ASSOCIAT	190066	SAFE ROUTE/JULY-25	0.00	18,872.04
1011	432745	09/24/25	10012442	KIMLEY-HORN AND ASSOCIAT	590198	OR'THORP ST PL/JULY25	0.00	19,161.65
TOTAL CHECK							0.00	38,033.69
1011	432746	09/24/25	00004811	COMPULINK MANAGEMENT CEN	126143	LASRFICHE FINAL/NOV24	0.00	2,193.75
1011	432747	09/24/25	10014551	LEO YUE LI	731105	REBATE/ELECT EQUIP	0.00	99.00
1011	432748	09/24/25	00001657	LIEBERT CASSIDY WHITMORE	121110	GENERAL/AUG-25	0.00	910.00
1011	432749	09/24/25	10004046	LIGHT SOURCE PRINTING, I	121110	BUSINESS CARDS	0.00	123.28
1011	432749	09/24/25	10004046	LIGHT SOURCE PRINTING, I	160105	BUSINESS CARDS	0.00	123.28
1011	432749	09/24/25	10004046	LIGHT SOURCE PRINTING, I	731120	BUSINESS CARDS	0.00	149.28
1011	432749	09/24/25	10004046	LIGHT SOURCE PRINTING, I	731150	BUSINESS CARDS	0.00	149.28
1011	432749	09/24/25	10004046	LIGHT SOURCE PRINTING, I	650302	BUSINESS CARDS	0.00	125.05
1011	432749	09/24/25	10004046	LIGHT SOURCE PRINTING, I	731150	BUSINESS CARDS	0.00	125.08
1011	432749	09/24/25	10004046	LIGHT SOURCE PRINTING, I	275110	BUSINESS CARDS	0.00	500.32
TOTAL CHECK							0.00	1,295.57
1011	432750	09/24/25	10014544	CHARLIE LIN	731105	REBATE/ELECT EQUIP	0.00	150.00
1011	432751	09/24/25	10006131	WALT CHOY	121110	BAL DUE/HLTHFAIR 9/25	0.00	3,612.50
1011	432752	09/24/25	10012952	LOOPNET	632110	INVOICE SEPT-25	0.00	111.96
1011	432753	09/24/25	00000718	LOS COYOTES COUNTRY CLUB	11	ST OF CITY 2025	0.00	8,710.66
1011	432754	09/24/25	10006405	LRJ CONSTRUCTION, INC.	126128	HIP202528 CARNES	0.00	1,962.00
1011	432754	09/24/25	10006405	LRJ CONSTRUCTION, INC.	126128	HIP202528 CARNES	0.00	7,407.00
1011	432754	09/24/25	10006405	LRJ CONSTRUCTION, INC.	126128	HIP202528 CARNES	0.00	76,230.00
TOTAL CHECK							0.00	85,599.00
1011	432755	09/24/25	00000077	LU'S LIGHTHOUSE INC	171710	FIRE EXTINGUISHER	0.00	175.79
1011	432755	09/24/25	00000077	LU'S LIGHTHOUSE INC	171710	LIGHT BAR	0.00	728.95
TOTAL CHECK							0.00	904.74
1011	432756	09/24/25	00002066	M.J. ELLS GENERAL CONTRA	106131	REPAIR LEAK	0.00	3,728.00
1011	432756	09/24/25	00002066	M.J. ELLS GENERAL CONTRA	170670	REMOVE EXISTING FLAT R	0.00	12,278.00
TOTAL CHECK							0.00	16,006.00
1011	432757	09/24/25	10014581	BRIAN MANALANG	550502	CIT#244131745 DISMISS	0.00	38.00
1011	432758	09/24/25	10014432	JESSICA MANCILLA	275130	DESSERTS/DNC 9/12/25	0.00	224.78

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432759	09/24/25	10014346	DANIEL MARAMBA	11	REF DEPOSIT #R11568	0.00	600.00
1011	432760	09/24/25	10012134	CASEY MCDANIEL	275105	SCOREKEEP 8/16-29/25	0.00	34.00
1011	432761	09/24/25	10014545	BRUCE MCINTIRE	731105	REBATE/ELECT EQUIP	0.00	150.00
1011	432762	09/24/25	10014396	ROBERT J SANDOVAL	352570	HAT W/PATCH ON FRONT,	20.15	280.15
1011	432762	09/24/25	10014396	ROBERT J SANDOVAL	352570	CARHARTT CT103828 W/ B	48.44	673.44
1011	432762	09/24/25	10014396	ROBERT J SANDOVAL	560210	#STC55 SPORT-TEK HAT	83.70	1,163.70
1011	432762	09/24/25	10014396	ROBERT J SANDOVAL	560210	#4199 BADGER QUARTER-	43.40	603.40
TOTAL CHECK							195.69	2,720.69
1011	432763	09/24/25	10005279	MERCHANTS LANDSCAPE SERV	290153	TRAIL II /FINAL/MAY25	0.00	25,334.55
1011	432763	09/24/25	10005279	MERCHANTS LANDSCAPE SERV	860810	CITY LNDSCP/AUG-25	0.00	73,564.74
1011	432763	09/24/25	10005279	MERCHANTS LANDSCAPE SERV	660241	METRO LNDSCP/AUG-25	0.00	4,575.26
TOTAL CHECK							0.00	103,474.55
1011	432764	09/24/25	00003714	METRO FLUID CONNECTORS I	560640	WATER TRAILER	0.00	154.06
1011	432765	09/24/25	10005546	MID CITY'S ELECTRIC, INC	170670	WIRE THEFT REPLACEMEN	0.00	9,931.89
1011	432765	09/24/25	10005546	MID CITY'S ELECTRIC, INC	170670	WIRE THEFT REPLACEMEN	0.00	8,272.64
1011	432765	09/24/25	10005546	MID CITY'S ELECTRIC, INC	170670	WIRE THEFT REPAIRS	0.00	37,862.56
TOTAL CHECK							0.00	56,067.09
1011	432766	09/24/25	10000030	HILDA S. MILES	275120	HULA DNC/SUMMER-25	0.00	1,263.50
1011	432767	09/24/25	10011810	MILLER MENDEL, INC.	650105	ENTRY INTO THE ESOPH S	0.00	660.90
1011	432767	09/24/25	10011810	MILLER MENDEL, INC.	650105	FEE FOR SUPPORT DURING	0.00	99.14
TOTAL CHECK							0.00	760.04
1011	432768	09/24/25	10013264	MOBILE FLEET WASH, CORP	171710	MOBILE CAR WASH	0.00	1,140.00
1011	432769	09/24/25	10014546	GREG MOHRMAN	731105	REBATE/ELECT EQUIP	0.00	49.00
1011	432770	09/24/25	10006977	WAYNE BOYER	550503	#102508-CUST - AIR MES	48.05	668.05
1011	432770	09/24/25	10006977	WAYNE BOYER	550503	#CARGOPOCKET - RIGHT A	2.95	40.95
1011	432770	09/24/25	10006977	WAYNE BOYER	550503	#ZIPPER/VELCRO CUFF -	2.25	31.25
1011	432770	09/24/25	10006977	WAYNE BOYER	550503	#102300-00-CUST - POLI	57.27	796.27
1011	432770	09/24/25	10006977	WAYNE BOYER	550503	#VELCRO ON PROVIDED PA	3.49	48.49
1011	432770	09/24/25	10006977	WAYNE BOYER	550503	#102387-CUST - WAISTCU	12.32	171.32
1011	432770	09/24/25	10006977	WAYNE BOYER	550503	#SHIPPING	0.00	49.00
TOTAL CHECK							126.33	1,805.33
1011	432771	09/24/25	00004380	MUNICIPAL MAINTENANCE EQ	452410	#E-C316 - ENZ FLOW MET	648.54	8,060.35
1011	432771	09/24/25	00004380	MUNICIPAL MAINTENANCE EQ	452410	FREIGHT	0.00	734.11
TOTAL CHECK							648.54	8,794.46
1011	432772	09/24/25	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/AUG-25	0.00	347,380.54
1011	432773	09/24/25	10014552	HEIN NGUYEN	631140	REF/ADM CIT	0.00	100.00
1011	432774	09/24/25	10012884	JBA CONSULTING, INC.	170670	IGAA SUPPORT/AUG-25	0.00	13,231.98

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432775	09/24/25	10007111	OC CLERK-RECORDER'S OFFI	11	6731 STANTON UNIT A	0.00	50.00
1011	432775	09/24/25	10007111	OC CLERK-RECORDER'S OFFI	11	6201 LINCOLN AVE	0.00	50.00
1011	432775	09/24/25	10007111	OC CLERK-RECORDER'S OFFI	11	7115 BEACH BLVD	0.00	50.00
TOTAL CHECK							0.00	150.00
1011	432776	09/24/25	10012790	OC RECON, INC.	171710	TAILGATE REPAINT	0.00	450.00
1011	432776	09/24/25	10012790	OC RECON, INC.	171710	BODY REPAIR	0.00	250.00
TOTAL CHECK							0.00	700.00
1011	432777	09/24/25	10013679	MARCUS WRIGHT	650308	MEAL ORDERED 07/01/25	0.00	168.00
1011	432777	09/24/25	10013679	MARCUS WRIGHT	650308	MEAL ORDERED 07/07/25	0.00	168.00
1011	432777	09/24/25	10013679	MARCUS WRIGHT	650308	MEAL ORDERED 07/22/25	0.00	336.00
1011	432777	09/24/25	10013679	MARCUS WRIGHT	650308	MEAL ORDER 07/29/25	0.00	336.00
1011	432777	09/24/25	10013679	MARCUS WRIGHT	650308	MEAL ORDER 12/17/24	0.00	275.00
1011	432777	09/24/25	10013679	MARCUS WRIGHT	650308	MEAL ORDER 10/30/24	0.00	312.00
1011	432777	09/24/25	10013679	MARCUS WRIGHT	650308	MEAL ORDER 11/07/25	0.00	282.00
1011	432777	09/24/25	10013679	MARCUS WRIGHT	650308	MEAL ORDER 09/02/25	0.00	336.00
TOTAL CHECK							0.00	2,213.00
1011	432778	09/24/25	10007787	HBV ENTERPRISES, INC.	171710	SHIFT CABLE	0.00	7.07
1011	432779	09/24/25	10014550	ONYX PAVING COMPANY INC.	52	REF/00-0983-00 METER	0.00	2,000.00
1011	432780	09/24/25	00000913	ORANGE COUNTY FIRE AUTHO	640310	RET MED PROG/SEPT-25	0.00	2,480.00
1011	432781	09/24/25	10003520	ORANGE COUNTY HEALTH CAR	160105	FA0059759 FY25-26 FEE	0.00	618.00
1011	432782	09/24/25	00000221	ORANGE COUNTY SHERIFFS D	650208	SUPERV CL 1/26-2/6/25	0.00	465.00
1011	432783	09/24/25	10013968	ORKIN, LLC	170670	BED BUGS	0.00	695.00
1011	432784	09/24/25	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	137.78
1011	432785	09/24/25	10014575	SHIVANI PARMAR	11	REF DEPOSIT #R12508	0.00	500.00
1011	432786	09/24/25	10014547	DAIVAL M. PATEL	731105	REBATE/ELECT EQUIP	0.00	150.00
1011	432787	09/24/25	10013206	PAYMENTUS CORPORATION	126152	PH.IVR CC MERCH/AUG25	0.00	2,505.76
1011	432788	09/24/25	10014235	MICHAEL PAYNE	275220	1OF2 VOCAL/ALL SHOOK	0.00	800.00
1011	432789	09/24/25	00000321	PETTY CASH	631140	NAVARRO/SUPL/APRIL25	0.00	11.04
1011	432789	09/24/25	00000321	PETTY CASH	631140	NAVARRO/SUPL/MAY-25	0.00	8.00
1011	432789	09/24/25	00000321	PETTY CASH	101101	GUERRA/SNACKS/MAY-25	0.00	15.98
1011	432789	09/24/25	00000321	PETTY CASH	631140	CASTANEDA SUPL/MAY-25	0.00	16.00
1011	432789	09/24/25	00000321	PETTY CASH	115110	ADRIA PARKING/JAN-25	0.00	18.00
1011	432789	09/24/25	00000321	PETTY CASH	731120	MCALEESE/MLG/FEB-25	0.00	18.34
1011	432789	09/24/25	00000321	PETTY CASH	105105	MEDINA SNACKS/JUNE-25	0.00	18.51
1011	432789	09/24/25	00000321	PETTY CASH	731105	THAI/MLG/FEB-25	0.00	18.90
1011	432789	09/24/25	00000321	PETTY CASH	121110	PREVO/SNACKS/JUNE-25	0.00	19.15
1011	432789	09/24/25	00000321	PETTY CASH	631140	NAVARRO/SUPL/DEC-24	0.00	20.46

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432789	09/24/25	00000321	PETTY CASH	101101	FEWER CF/FEB-25	0.00	21.91
1011	432789	09/24/25	00000321	PETTY CASH	115110	JIMENEZ/SUPL/AUG-25	0.00	25.99
1011	432789	09/24/25	00000321	PETTY CASH	160105	MILLER/MLG/MAY-25	0.00	23.80
1011	432789	09/24/25	00000321	PETTY CASH	105105	FEWER/MLG/FEB-25	0.00	26.32
1011	432789	09/24/25	00000321	PETTY CASH	105105	MEDINA/SUPL/FEB-25	0.00	32.31
1011	432789	09/24/25	00000321	PETTY CASH	731105	THAI/MLG/JUNE-25	0.00	33.60
1011	432789	09/24/25	00000321	PETTY CASH	731105	THAI/MLG/MAY-25	0.00	37.94
TOTAL CHECK							0.00	366.25
1011	432790	09/24/25	00000321	PETTY CASH	105105	OWAKA/POSTAGE/AUG-25	0.00	37.68
1011	432790	09/24/25	00000321	PETTY CASH	632110	DHAUW/SUPL/SEPT-25	0.00	40.93
1011	432790	09/24/25	00000321	PETTY CASH	115110	JIMENEZ/SUPL/AUG-25	0.00	45.66
1011	432790	09/24/25	00000321	PETTY CASH	126120	GALLENTINE/SUPL/SEP25	0.00	47.99
1011	432790	09/24/25	00000321	PETTY CASH	115110	JIMENEZ/SUPL/AUG-25	0.00	49.99
TOTAL CHECK							0.00	222.25
1011	432791	09/24/25	00005145	PETTY CASH/COMMUNITY SER	275105	ALL STAFF SUP/SANCHEZ	0.00	6.79
1011	432791	09/24/25	00005145	PETTY CASH/COMMUNITY SER	275205	MLG/AUG-25/S.MARTINEZ	0.00	11.90
1011	432791	09/24/25	00005145	PETTY CASH/COMMUNITY SER	275125	AQUATICS/BUENROSTRO	0.00	22.46
1011	432791	09/24/25	00005145	PETTY CASH/COMMUNITY SER	275305	HOCKEY GEAR/C.HURTADO	0.00	32.61
1011	432791	09/24/25	00005145	PETTY CASH/COMMUNITY SER	275125	AQUATICS/BUENROSTRO	0.00	43.01
1011	432791	09/24/25	00005145	PETTY CASH/COMMUNITY SER	275110	GUEST BOOK/VANSICKLE	0.00	32.57
TOTAL CHECK							0.00	149.34
1011	432792	09/24/25	00005174	PETTY CASH/POLICE DEPART	650208	CRICUT VINYL/MORALE	0.00	10.86
1011	432792	09/24/25	00005174	PETTY CASH/POLICE DEPART	650604	SANDISK/LOMELI/JUL25	0.00	15.07
1011	432792	09/24/25	00005174	PETTY CASH/POLICE DEPART	650208	LUNCH/T.CARNEY JULY25	0.00	24.00
TOTAL CHECK							0.00	49.93
1011	432793	09/24/25	00005788	PETTY CASH/PUBLIC WORKS	352363	REP MEAL BRK/JUNE-25	0.00	25.55
1011	432793	09/24/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE SAF MT/JUNE-25	0.00	41.95
1011	432793	09/24/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE CREAMER/JUL-25	0.00	7.49
1011	432793	09/24/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE SUPL/JULY-25	0.00	9.54
1011	432793	09/24/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE SAF MT/AUG-25	0.00	18.99
1011	432793	09/24/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE CREAMER/AUG-25	0.00	38.56
1011	432793	09/24/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE SAF MT/AUG-25	0.00	73.56
1011	432793	09/24/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE SAF MT/JUNE-25	0.00	10.58
TOTAL CHECK							0.00	226.22
1011	432794	09/24/25	10008926	PHANTOM FIREWORKS	11	REF/8150 LA PALMA	0.00	200.00
1011	432794	09/24/25	10008926	PHANTOM FIREWORKS	11	REF/5885 LINCOLN	0.00	200.00
TOTAL CHECK							0.00	400.00
1011	432795	09/24/25	00004049	PSOMAS CORP.	396859	PEAK PK WELL/AUG-25	0.00	15,583.88
1011	432796	09/24/25	10013923	WILLIAM D. QUISTO	275120	TENNIS/SUMMER-25	0.00	90.44
1011	432797	09/24/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	119.63
1011	432797	09/24/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	97.88
1011	432797	09/24/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	97.88
TOTAL CHECK							0.00	315.39

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432798	09/24/25	10008303	R.W.B. PARTY PROPS, INC.	275210	PROPS 10/28/25	0.00	2,492.26
1011	432799	09/24/25	10014549	LEOPOLDO RAMIREZ	11	REF DEPOSIT#RF25-220	0.00	239.94
1011	432800	09/24/25	10013642	MICHALE E. RANESES	106125	HEARINGS AUG & SEP-25	0.00	4,050.00
1011	432801	09/24/25	00001348	MULTI SERVICE TECHNOLOGY	171710	SAFETY SHOES	0.00	186.38
1011	432801	09/24/25	00001348	MULTI SERVICE TECHNOLOGY	352363	SAFETY SHOES	0.00	224.11
1011	432801	09/24/25	00001348	MULTI SERVICE TECHNOLOGY	860810	SAFETY SHOES	0.00	350.00
TOTAL CHECK							0.00	760.49
1011	432802	09/24/25	10000972	REFRIGERATION SUPPLIES D	170670	FUSES	0.00	137.67
1011	432803	09/24/25	10004141	REVIZE LLC	126143	REVIZE WCAG COMPLIANCE	0.00	7,920.00
1011	432804	09/24/25	10014459	CHRISTIAN RODRIGUEZ	650423	BAS NARC 10/9-10/25	0.00	780.00
1011	432805	09/24/25	10014582	DOMINIQUE ROLLERSON	550502	CIT#211135088 DISMISS	0.00	72.00
1011	432806	09/24/25	10014548	ROOF4YOU INC.	11	REF/DEPOSIT#RF25-201	0.00	330.00
1011	432807	09/24/25	10005599	OANH ROSENTHAL	275120	SWARDSMAN/SUMMER25	0.00	456.19
1011	432808	09/24/25	10014583	EDWARD E./JAMIE T. RUSK	550502	CIT#233126908 DISMISS	0.00	72.00
1011	432809	09/24/25	00000114	SAFETY KLEEN SYSTEMS, IN	160105	HAZ WASTE PICK-UP	0.00	767.17
1011	432810	09/24/25	10014574	EVELIN SALGADO	11	REF/DEPOSIT#R12391	0.00	500.00
1011	432811	09/24/25	00000115	SASE COMPANY INC	560211	#VAC.BULL300.EBS.02 B	546.88	6,796.88
1011	432811	09/24/25	00000115	SASE COMPANY INC	560211	#SAS.0009510 SASE ELO	16.67	207.17
1011	432811	09/24/25	00000115	SASE COMPANY INC	560211	SHIPPING AND HANDLING	19.19	238.53
TOTAL CHECK							582.74	7,242.58
1011	432812	09/24/25	10014579	SEASUN THEATRE ARTIST GR	11	SINGERS/ST.OF CITY-25	0.00	1,000.00
1011	432813	09/24/25	00008623	NADIA SEMAAN	650204	CCPOA SYM 10/6-9/25	0.00	512.00
1011	432814	09/24/25	10014563	SHARP REMODELING / DR. R	11	REF DEPOSIT/RF-25-232	0.00	450.00
1011	432815	09/24/25	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	95.15
1011	432816	09/24/25	10014540	ANS BUILDERS	11	REF DEPOSIT#RF25-214	0.00	360.00
1011	432817	09/24/25	00003596	SMITH & SONS GLASS	170670	GLASS REPAIR	0.00	425.00
1011	432817	09/24/25	00003596	SMITH & SONS GLASS	170670	GLASS REPAIR	0.00	1,569.50
1011	432817	09/24/25	00003596	SMITH & SONS GLASS	170670	GLASS REPAIR	0.00	727.35
TOTAL CHECK							0.00	2,721.85
1011	432818	09/24/25	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,831.20
1011	432818	09/24/25	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,249.71
TOTAL CHECK							0.00	3,080.91

SELECTION CRITERIA: transact.trans_date between '20250911 00:00:00.000' and '20250924 00:00:00.000'
ACCOUNTING PERIOD: 3/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432819	09/24/25	00000607	SOUTH COAST AQMD	352363	FAC ID 187237	0.00	170.94
1011	432819	09/24/25	00000607	SOUTH COAST AQMD	352363	FAC ID 187237	0.00	565.63
1011	432819	09/24/25	00000607	SOUTH COAST AQMD	352363	FAC ID 78990	0.00	170.94
1011	432819	09/24/25	00000607	SOUTH COAST AQMD	352363	FAC ID 78989	0.00	170.94
1011	432819	09/24/25	00000607	SOUTH COAST AQMD	352363	FAC ID 78989	0.00	565.63
1011	432819	09/24/25	00000607	SOUTH COAST AQMD	352363	FAC ID 78990	0.00	565.63
TOTAL CHECK							0.00	2,209.71
1011	432820	09/24/25	10014206	SOUTHERN BLEACHER COMPAN	170670	BELLIS BLEACHER/JUL25	0.00	47,530.00
1011	432820	09/24/25	10014206	SOUTHERN BLEACHER COMPAN	77	PMT#1 FINAL RET	0.00	-2,376.50
TOTAL CHECK							0.00	45,153.50
1011	432821	09/24/25	10014206	SOUTHERN BLEACHER COMPAN	77	FINAL RET.	0.00	2,376.50
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7002 BEACH/SEPT-25	0.00	25.23
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7550 STANTON/SEPT-25	0.00	33.90
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7611 BEACH/SEPT-25	0.00	47.39
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7006 ARTESIA/SEPT-25	0.00	15.06
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7732 TULARE/SEPT-25	0.00	16.25
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6194 AUTO CTR/SEPT-25	0.00	16.37
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	6293 AUTO CTR/SEP-25	0.00	17.59
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	6232 AUTO CTR/SEPT-25	0.00	46.38
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6200 STANTON/SEPT-25	0.00	48.54
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6500 AUTO CTR/SEPT-25	0.00	61.00
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 AUTO CTR/SEPT-25	0.00	103.54
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6210 INDIANA/SEPT-25	0.00	107.35
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/SEPT-25	0.00	114.69
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/SEP-25	0.00	120.87
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7700 WESTERN/SEPT-25	0.00	125.07
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6410 AUTO CTR/SEPT-25	0.00	132.91
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7731 STANTON/SEPT-25	0.00	204.59
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	5860 DALE/SEPT-25	0.00	422.02
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5755 CRESCENT/SEPT-25	0.00	8,225.89
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7322 VAL VW/SEPT-25	0.00	9,271.91
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	4900 BEACH/SEPT-25	0.00	15.23
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	6072 LINCOLN/SEP-25	0.00	17.70
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7250 HOLDER/SEPT-25	0.00	29.85
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6955 ARAGON/SEPT-25	0.00	16,604.80
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6701 STANTON/SEPT-25	0.00	14.46
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8111 COMNWLTH/SEPT-25	0.00	31.41
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7501 8TH ST/SEPT-25	0.00	40.33
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6581 BEACH/SEPT-25	0.00	59.14
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6680 KNOTT/SEPT-25	0.00	99.91
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	660241	8400 LAKEKNOLL/SEP-25	0.00	1,413.37
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6603 BEACH/SEPT-25	0.00	1,746.17
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6190 AUTO CTR/SEPT-25	0.00	91.81
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8081 OR'THORPE/SEPT25	0.00	55.33
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7051 PAGE/SEPT-25	0.00	100.88
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7365 ARTESIA/SEPT-25	0.00	108.34
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8970 KNOTT/SEPT-25	0.00	114.45
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6660 BEACH/SEPT-25	0.00	7,903.66

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432823	09/24/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	7520 DALE PMP/SEPT-25	0.00	28,504.54
TOTAL CHECK							0.00	76,107.93
1011	432824	09/24/25	00000336	SOUTHERN CALIFORNIA EDIS	106119	OPR RT10049666;9.8802	0.00	2,000.00
1011	432825	09/24/25	00005362	DAVE FLANAGAN	170670	CAMERA INSTALLATION AT	0.00	21,288.97
1011	432825	09/24/25	00005362	DAVE FLANAGAN	170670	CONTINGENCY	0.00	1,250.00
1011	432825	09/24/25	00005362	DAVE FLANAGAN	170670	SALES TAX	0.00	1,451.53
TOTAL CHECK							0.00	23,990.50
1011	432826	09/24/25	00010381	SPOK INC	275305	PAGER SERVICE	0.00	7.46
1011	432826	09/24/25	00010381	SPOK INC	860810	PAGER SERVICE	0.00	7.46
1011	432826	09/24/25	00010381	SPOK INC	352363	PAGER SERVICE	0.00	28.97
TOTAL CHECK							0.00	43.89
1011	432827	09/24/25	10009496	T & G GLOBAL, LLC	170670	LED TREE MT/SEPT-25	0.00	4,328.25
1011	432827	09/24/25	10009496	T & G GLOBAL, LLC	170670	LED TREE MT/SEPT-25	0.00	2,582.81
1011	432827	09/24/25	10009496	T & G GLOBAL, LLC	170670	LED TREE MT/SEPT-25	0.00	2,001.00
TOTAL CHECK							0.00	8,912.06
1011	432828	09/24/25	00001085	STAPLES CONTRACT & COMME	631140	OFFICE SUPPLIES	0.00	47.06
1011	432828	09/24/25	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	47.07
1011	432828	09/24/25	00001085	STAPLES CONTRACT & COMME	731120	OFFICE SUPPLIES	0.00	47.07
1011	432828	09/24/25	00001085	STAPLES CONTRACT & COMME	631140	OFFICE SUPPLIES	0.00	17.28
1011	432828	09/24/25	00001085	STAPLES CONTRACT & COMME	732031	OFFICE SUPPLIES	0.00	214.15
1011	432828	09/24/25	00001085	STAPLES CONTRACT & COMME	731120	OFFICE SUPPLIES	0.00	81.55
1011	432828	09/24/25	00001085	STAPLES CONTRACT & COMME	731120	OFFICE SUPPLIES	0.00	41.04
TOTAL CHECK							0.00	495.22
1011	432829	09/24/25	10014573	MARC SUAREZ	275405	REF DEPOSIT#R12639	0.00	-100.00
1011	432829	09/24/25	10014573	MARC SUAREZ	11	REF DEPOSIT#R12639	0.00	500.00
TOTAL CHECK							0.00	400.00
1011	432830	09/24/25	10009636	SIGNAL HILL AUTO ENTERPR	11	MULTIFOLD PAPER TOWEL	223.91	2,782.91
1011	432830	09/24/25	10009636	SIGNAL HILL AUTO ENTERPR	11	HANDLING	0.00	9.95
TOTAL CHECK							223.91	2,792.86
1011	432831	09/24/25	10013329	TESS ELECTRIC, INC.	352363	SUPPLY& INSTALL OF SEA	45.01	559.42
1011	432831	09/24/25	10013329	TESS ELECTRIC, INC.	352363	LABOR COST	0.00	2,255.94
TOTAL CHECK							45.01	2,815.36
1011	432832	09/24/25	10012943	TEXT MY GOV	105105	TEXT MESSAGE/SEPT-25	0.00	750.00
1011	432833	09/24/25	10009023	TIRE HUB, LLC	171710	TIRES	0.00	1,385.71
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/6020 BALL ROAD	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/5600 CRESCENT	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/8820 VALLEY VIEW	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/6951 LINCOLN	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/7930 VALLEY VIEW	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/6060 ORANGETHORPE	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/5260 BEACH	0.00	200.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/6931 LA PALMA	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	8361/LA PALMA	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/8998 KNOTT	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/7300 LA PALMA	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/7540 ORANGETHORPE	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/7511 ORANGETHORPE	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/10488 VALLEY VIEW	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/4600 BEACH	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/8932 VALLEY VIEW	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/8501 KNOTT	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/6131 ORANGETHORPE	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/8540 COMMONWEALTH	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/8600 BEACH	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/8460 ON THE MALL	0.00	200.00
1011	432835	09/24/25	10013774	TNT FIREWORKS	11	REF/8651 BEACH	0.00	200.00
TOTAL CHECK							0.00	4,400.00
1011	432836	09/24/25	10006419	MARTIN TOMSICK	650204	CCPOA SYM 10/6-9/25	0.00	512.00
1011	432837	09/24/25	10013633	TRAVEL SANTA ANA	995100	SPLIT COST OF FLIGHT	0.00	182.68
1011	432837	09/24/25	10013633	TRAVEL SANTA ANA	995100	SPLIT COST OF FLIGHT	0.00	203.30
1011	432837	09/24/25	10013633	TRAVEL SANTA ANA	995100	SPLIT COST OF FLIGHT	0.00	225.00
1011	432837	09/24/25	10013633	TRAVEL SANTA ANA	995100	SPLIT COST OF FLIGHT	0.00	234.78
TOTAL CHECK							0.00	845.76
1011	432838	09/24/25	00010230	TRENCH SHORING CO, INC.	490025	SINKHOLE REPAIR	0.00	2,599.87
1011	432839	09/24/25	10014570	SEUNGDO PARK	11	ST OF CITY-25 AV SVC	0.00	3,850.00
1011	432840	09/24/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE/LIFE SAFE/AUG-25	0.00	2,057.25
1011	432840	09/24/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE/LIFE SAFE/AUG-25	0.00	1,759.50
1011	432840	09/24/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE/LIFE SAFE/AUG-25	0.00	960.00
1011	432840	09/24/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE/LIFE SAFE/AUG-25	0.00	480.00
1011	432840	09/24/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE/LIFE SAFE/MAR-25	0.00	572.25
1011	432840	09/24/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE/LIFE SAFE/MAR-25	0.00	741.25
1011	432840	09/24/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE/LIFE SAFE/MAR-25	0.00	775.00
TOTAL CHECK							0.00	7,345.25
1011	432841	09/24/25	10009554	TRUTH BE TOLD POLYGRAPH,	650105	3 POLYGRAPHS	0.00	825.00
1011	432842	09/24/25	10012511	TSG ENTERPRISES, INC	590004	PAVE REHAB/AUG-25	0.00	230.00
1011	432843	09/24/25	10012155	TUNNELWORKS SERVICES, IN	490010	EMG REPAIR GROUND ROD	0.00	8,238.50
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650204	CRIME SYM/DIERINGER	0.00	50.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYC/JUL25	0.00	15.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	CANVA SUBS/JIMENEZ	0.00	15.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650601	USPS SHIPPING/BAILEY	0.00	15.95
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	160105	ZOOM SUBS/MIKHAEL	0.00	15.99
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	ZOOM ACCT/JIMENEZ	0.00	15.99
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	ZOOM ACCT/GUERRA	0.00	15.99
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650303	ZOOM MO CHG/NGUYEN	0.00	15.99

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650303	EXTEN CABLE/MIKIEWICZ	0.00	16.86
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV-CHG/NGUYEN	0.00	16.97
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO/DONUTS/MOORE	0.00	17.99
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	CIT CLK SUPL/JIMENEZ	0.00	18.56
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	CIT CLK/SUPL/JIMENEZ	0.00	19.49
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	CIT CLK SUPL/JIMENEZ	0.00	19.56
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	MOTORCYCLE FUEL/LEE	0.00	19.77
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-VEH CHG/GEYER	0.00	20.10
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	PORTOS/POLSGTBKFT/DP	0.00	20.43
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275130	CR:REF EXCUR/KURATA	0.00	-218.50
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	160105	AMAZON RET/MIKHAEL	0.00	-2.81
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	COMPLI SVC FEE/MACIAS	0.00	0.93
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-VEH CHG/GEYER	0.00	2.33
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275305	TABELCLOTHS/DAVIS	0.00	2.72
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	105105	CAREER FAIR AD/FEWER	0.00	2.91
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-VEH CHG/GEYER	0.00	3.79
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	105105	LETTER SLITTER/MEDINA	0.00	5.56
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	PHOTOS/ACAD/ESCAMILLA	0.00	5.94
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121135	WATER/RATERS/KENNEDY	0.00	6.24
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275305	ROOTBEER/DAVIS	0.00	6.72
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	CIT CLK SUPL/JIMENEZ	0.00	8.69
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275405	BK DROP LTR/MARTINEZ	0.00	9.73
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275305	BOX CUTTER/HURTADO	0.00	9.96
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275205	SPOTIFY/MARTINEZ	0.00	11.99
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV-CHG/NGUYEN	0.00	12.37
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-VEH CHG/GEYER	0.00	20.93
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	CIT CLK ITEM/GUERRA	0.00	21.74
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITM/GUERRA	0.00	21.92
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	STRBK/POLRCTBKFT/DP	0.00	22.60
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-VEH CHG/GEYER	0.00	22.71
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275315	TABLE COVERS/DAVIS	0.00	23.21
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	STRBK/POLBKFT/DP	0.00	23.30
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	160105	COFFEE/HUNT	0.00	23.49
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO/COFFEE/MOORE	0.00	24.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL TRF MOTOR/COLON	0.00	25.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	107420	PARMA/RISKCONF/DP	0.00	25.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	MOTORCYCLE FUEL/VU	0.00	25.05
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	GSUITE MO FEE/COPPING	0.00	25.15
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	25.69
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	560210	MSA TRG MTG/PORTER	0.00	25.75
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	160105	SNACKS/SAF MT/LIBUNAO	0.00	25.96
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275305	UTENSILS/DAVIS	0.00	26.06
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	PASTRY/INTRO MT/MEDIN	0.00	26.24
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV-CHG/NGUYEN	0.00	26.31
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275405	BK DROP LTRS/MARTINEZ	0.00	27.02
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275405	TOT TIME SUPL/MARTINE	0.00	27.18
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275130	PAINT SUMMER/MANCILLA	0.00	28.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	105105	ADOBE SUBS/MEDINA	0.00	29.99
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	DIV.AFFILIATES/LOPEZ	0.00	30.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650303	AI SUBS/NGUYEN	0.00	30.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	COMPLI TRUCK/MACIAS	0.00	31.18
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	E-VEH CHG/GEYER	0.00	31.51

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	105105	ENVELOPES/MEDINA	0.00	32.18
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO TRG/MOORE	0.00	32.21
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275405	BK DROP BOARD/MARTINE	0.00	32.56
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	FEDEX/DK	0.00	32.81
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV-CHG/NGUYEN	0.00	33.20
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	SNACKS/ACAD/ESCAMILLA	0.00	34.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	FEDEX/DK	0.00	34.52
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	CAR WASH/FRANCE	0.00	35.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	105105	BUS.AWARDS/LOPEZ	0.00	35.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650407	BATTERIES/DIERINGER	0.00	35.85
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	WE LEAD BP ITM/JIMENE	0.00	35.88
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275140	GLOWSTICKS/ALARCON	0.00	36.49
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	STRBK/POLTRFBKFT/DP	0.00	38.50
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO/DONUTS/MOORE	0.00	38.73
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650601	POWER STRIP/BAILEY	0.00	41.51
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO/COFFEE/MOORE	0.00	44.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275405	PODIUM COVER/SAUCEDA	0.00	44.91
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	45.44
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	452410	REPAIR MEAL BK/MOORE	0.00	45.63
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	560211	CONCRETE REMOV/PORTER	0.00	48.10
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	CIT CLK SUPL/JIMENEZ	0.00	48.28
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	160105	CREDENTIAL/MIKHAEL	0.00	50.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275210	HALWEN DECOR/COLES-GU	0.00	51.61
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL CM VEH/FRANCE	0.00	53.15
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275130	CAMERA FILM/MANCILLA	0.00	55.02
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SUPL/LOPEZ	0.00	55.45
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650303	MONIT CORDS/MIKIEWICZ	0.00	58.84
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	126120	OFS SUPL FIN/COLES-GU	0.00	59.89
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	732044	EMG/HOC SUPL/PINEDO	0.00	59.96
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	ADOBE SUBS/APARICIO	0.00	59.99
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275105	OFFICE SUPL/CHAVEZ	0.00	63.03
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/CITY VEH/NUNES	0.00	64.28
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	FOOD/ACAD/ESCAMILLA	0.00	64.33
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	631140	WEBINAR/CATALDO/FOULK	0.00	65.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650407	BATTERIES/DIERINGER	0.00	65.22
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	CITY CLKS SUPL/LOPEZ	0.00	66.52
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	RECRUIT EQUIP/DIERING	0.00	67.23
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SUPL/LOPEZ	0.00	68.95
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650303	KEYBRD/CASE/MIKIEWICZ	0.00	69.32
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	BUS.AWARDS/LOPEZ	0.00	70.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	REFRESHMENT/ESCAMILLA	0.00	70.19
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275145	OFFICE SUPL/KURATA	0.00	70.68
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275145	SLING/AQUATICS/KURATA	0.00	71.45
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	SHIRTS/ACAD/ESCAMILLA	0.00	73.75
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275605	AIR PUMP/CONE/ALARCON	0.00	73.92
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275140	POPCORN/ALARCON	0.00	74.95
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275410	OFFICE SUPL/PINEDO	0.00	80.44
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275305	DECOR S.S.SAT/HURTADO	0.00	81.59
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SUPL/LOPEZ	0.00	81.60
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SUPL/LOPEZ	0.00	84.36
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO SNACKS/MOORE	0.00	87.45
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	560210	MSA MBRSHIP/PORTER	0.00	92.70

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650303	LG BLU-RAY/MIKIEWICZ	0.00	97.86
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	CENTRALIA TIC/LOPEZ	0.00	100.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	CENTRALIA TICK/LOPEZ	0.00	100.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	AEP/SRPLANNERAD/GC	0.00	100.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275405	BPCC COFFEE/SAUCEDA	0.00	100.56
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	DEPOS DINNR TBW/NUNES	0.00	103.64
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275145	SLING ACCT/KURATA	0.00	104.42
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	170670	TOILET PPR HLD/LIBUNA	0.00	106.58
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121135	ICE CREAM/KENNEDY	0.00	107.32
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275105	ALL-STAFF IN/CHAVEZ	0.00	108.75
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	PASTRIES/SIGN/MEDINA	0.00	114.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	170670	WATER FILTERS/LIBUNAO	0.00	115.02
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121135	ICE CREAM/KENNEDY	0.00	118.86
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	632110	SOFTWARE SUBS/DHAUW	0.00	120.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275305	DECOR S.S.SAT/HURTADO	0.00	131.25
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	11	WAREHSE STK/COLES-GUZ	0.00	132.24
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121135	ICE CREAM/KENNEDY	0.00	134.78
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	IIMC RENEWAL/GUERRA	0.00	135.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	IIMC MBR/LOPEZ/BADILL	0.00	135.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOSTED MEDIA/APARICIO	0.00	135.90
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275130	DECOR/DANCE/KURATA	0.00	136.50
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275405	LAMINAT POUCH/MARTINE	0.00	141.22
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	143.31
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275405	PODIUM/BLDG/SAUCEDA	0.00	144.63
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275140	POPCORN/ALARCON	0.00	149.90
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	ZOOM/SUBSCRIPTION/RV	0.00	149.90
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	CAREERSINGOVSRPL/GC	0.00	150.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275305	S.S.SAT SUPL/MOMPELLE	0.00	157.57
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275315	REFRESH/DNC/DAVIS	0.00	159.42
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650103	CPCAQ MEMBER/GEYER	0.00	170.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOSTED MEDIA/APARICIO	0.00	172.33
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	BUS.AWARDS/LOPEZ	0.00	175.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	160105	REN APP-BIENN/MIKHAEL	0.00	180.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275130	PIZZA SUMMER/MANCILLA	0.00	190.04
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	160105	UCB ITS TECH/ARABOLA	0.00	195.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	CHIEF CF RM SUPL/COTA	0.00	199.50
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275130	PK BUSSES/MANCILLA	0.00	200.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOSTED MEDIA/APARICIO	0.00	204.42
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	105105	CMO PICNIC SUP/KENNED	0.00	206.97
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTTS/POLSGTRATLC/DP	0.00	209.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTTS/POLTRFRATLC/DP	0.00	233.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275105	ALL-STAFF IN/CHAVEZ	0.00	239.66
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275210	WILD RIVERS/MARTINEZ	0.00	240.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITM/GUERRA	0.00	241.95
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	WE LEAD DONAT/JIMENEZ	0.00	250.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	TRAINING/DIERINGER	0.00	250.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	126152	ONLIN WTR GTWY/HYUN	0.00	265.40
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	170670	NEW ENG BENCH/LIBUNAO	0.00	265.50
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOSTED MEDIA/APARICIO	0.00	271.78
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOSTED MEDIA/APARICIO	0.00	271.78
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOSTED MEDIA/APARCIO	0.00	271.78
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOSTED MEDIA/APARICIO	0.00	271.78

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOSTED MEDIA/APARICIO	0.00	271.78
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DINNER/LOPEZ	0.00	287.48
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	289.78
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOSTED MEDIA/APARICIO	0.00	294.64
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650204	CRIME SYM/DIERINGER	0.00	300.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650204	CRIME SYM/DIERINGER	0.00	300.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	W.CITYMAG/SRPLANAD/GC	0.00	300.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	170670	UNIFORMS/LIBUNAO	0.00	301.70
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275210	DECOR/FEST/MOMPELLER	0.00	334.96
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	SNACK/SWEAR/ESCAMILLA	0.00	335.99
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO DRINKS/MOORE	0.00	364.57
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275125	LIFEGRD CERTS/KURATA	0.00	376.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DINNER/LOPEZ	0.00	378.88
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	121110	PARMA/25CONF/RV	0.00	449.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	560211	CONCRETE REMOV/PORTER	0.00	499.99
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	DEPOS.HOTEL TBW/NUNES	0.00	500.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	SUBS MKT PLT/APARICIO	0.00	519.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115115	NEW LAW CF/LOPEZ	0.00	600.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	115110	HOTEL RES CMC/LOPEZ	0.00	610.96
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	105105	MMASC CF-25/FEWER	0.00	625.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275305	BAGS/S.S.SAT/HURTADO	0.00	669.71
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650101	CPCA CLS JAN-26/COTA	0.00	750.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	CPCA ASSIST/NGUYEN	0.00	750.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	170670	ACOUSTIC TILES/HUNT	0.00	760.44
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	106117	EARLYBIRD VCA/COPPING	0.00	849.00
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275130	AQUARIUM TICKETS/BOX	0.00	935.95
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650407	POUCHES/DIERINGER	0.00	969.75
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	650208	UNIFORMS/DIERINGER	0.00	1,081.15
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	101101	CC OFS CHAIRS/COLES-G	0.00	1,501.60
1011	432853	09/24/25	00010474	U.S.BANK CORPORATE PAYME	275130	SOAK CITY CAMP/AVEREL	0.00	2,112.00
TOTAL CHECK							0.00	30,936.72
1011	432854	09/24/25	10002020	ULINE, INC.	11	#H-11619BL - VINYL PIN	0.00	4,440.00
1011	432854	09/24/25	10002020	ULINE, INC.	11	TAX	0.00	388.63
1011	432854	09/24/25	10002020	ULINE, INC.	11	SHIPPING & HANDLING	0.00	94.54
TOTAL CHECK							0.00	4,923.17
1011	432855	09/24/25	10013584	ALYSSA ULTRERAS	275220	1OF2 CHOREO/ALL SHOOK	0.00	800.00
1011	432856	09/24/25	10002032	VERIZON WIRELESS	560210	561306915-00002 JUL25	0.00	38.34
1011	432856	09/24/25	10002032	VERIZON WIRELESS	105105	561306915-00002 JUL25	0.00	38.34
1011	432856	09/24/25	10002032	VERIZON WIRELESS	998100	561306915-00002 JUL25	0.00	38.34
1011	432856	09/24/25	10002032	VERIZON WIRELESS	352363	561306915-00002 JUL25	0.00	76.02
1011	432856	09/24/25	10002032	VERIZON WIRELESS	115110	561306915-00002 JUL25	0.00	115.40
1011	432856	09/24/25	10002032	VERIZON WIRELESS	101101	561306915-00002 JUL25	0.00	115.40
1011	432856	09/24/25	10002032	VERIZON WIRELESS	170670	561306915-00002 JUL25	0.00	549.48
TOTAL CHECK							0.00	971.32
1011	432857	09/24/25	10002032	VERIZON WIRELESS	352363	870083592-0001 JULY25	0.00	567.72
1011	432857	09/24/25	10002032	VERIZON WIRELESS	170670	870083592-0001 JULY25	0.00	1,535.55
TOTAL CHECK							0.00	2,103.27

SELECTION CRITERIA: transact.trans_date between '20250911 00:00:00.000' and '20250924 00:00:00.000'
ACCOUNTING PERIOD: 3/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432858	09/24/25	10014572	JENNIFER VINH	631140	REF/DUPLICATE PAYMENT	0.00	400.71
1011	432859	09/24/25	00000142	WAXIE SANITARY SUPPLY, I	650307	ITEM # 700235, 40-45 G	6.30	78.34
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	732071	LEASE 9/20-10/19/25	0.00	55.00
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	997100	LEASE 9/20-10/19/25	0.00	65.00
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	352267	LEASE 9/20-10/19/25	0.00	160.00
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	126120	LEASE 9/20-10/19/25	0.00	185.00
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	121110	LEASE 9/20-10/19/25	0.00	190.00
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	275105	LEASE 9/20-10/19/25	0.00	220.00
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	115110	LEASE 9/20-10/19/25	0.00	275.00
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	160105	LEASE 9/20-10/19/25	0.00	300.00
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	121135	LEASE 9/20-10/19/25	0.00	1,121.26
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	650302	LEASE 9/20-10/19/25	0.00	1,121.27
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	275305	LEASE 9/20-10/19/25	0.00	12.00
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	998100	LEASE 9/20-10/19/25	0.00	32.00
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	631140	LEASE 9/20-10/19/25	0.00	44.00
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	731120	LEASE 9/20-10/19/25	0.00	44.00
1011	432860	09/24/25	10014012	WELLS FARGO FINANCIAL LE	731150	LEASE 9/20-10/19/25	0.00	44.00
TOTAL CHECK							0.00	3,868.53
1011	432861	09/24/25	00000141	WEST COAST ARBORISTS INC	860810	TREE PRUN/AUG-25	0.00	14,214.78
1011	432861	09/24/25	00000141	WEST COAST ARBORISTS INC	560641	ANN TREE TRIM/AUG-25	0.00	867.56
1011	432861	09/24/25	00000141	WEST COAST ARBORISTS INC	560641	TREE TRIM/JULY-25	0.00	2,619.90
TOTAL CHECK							0.00	17,702.24
1011	432862	09/24/25	10006770	WEST JUSTICE CENTER	11	BAIL REC# BP01402	0.00	500.00
1011	432863	09/24/25	10006644	CITY OF WESTMINSTER	650407	PD RANGE & SIMULATOR	0.00	460.00
1011	432864	09/24/25	10013745	WM CORPORATE SERVICES, L	170670	HAZ WASTE/AUG-25	0.00	1,537.52
1011	432865	09/24/25	10013257	WORKCARE, INC.	121110	CIT/PD WELLNESS/AUG25	0.00	16,517.00
1011	432866	09/24/25	10009222	XEROX CORPORATION	275305	COPIER SENIOR CTR.	0.00	183.79
1011	432867	09/24/25	10012296	YOUNG CHAMPIONS RECREATI	275120	KARATE SUMMER-25	0.00	3,910.20
1011	V432868	09/24/25	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	660.00
1011	V432869	09/24/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:0846 LTD PA/PMA	0.00	2,070.00
1011	V432869	09/24/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	8,658.74
TOTAL CHECK							0.00	10,728.74
1011	V432870	09/24/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	340.00
1011	V432870	09/24/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	40.00
TOTAL CHECK							0.00	380.00
1011	V432871	09/24/25	10012329	ECO-NOMICS, INC.	190137	EDIBLE FOOD/AUG-25	0.00	9,962.68
1011	V432872	09/24/25	00007565	EEC ENVIRONMENTAL, INC.	352567	SEWER SYSTEM MANAGEMEN	0.00	12,500.00

SELECTION CRITERIA: transact.trans_date between '20250911 00:00:00.000' and '20250924 00:00:00.000'
ACCOUNTING PERIOD: 3/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	V432873	09/24/25	00008482	JOHN SOTTEK	126128	HIP202530 NGUYEN	0.00	450.00
1011	V432873	09/24/25	00008482	JOHN SOTTEK	126128	HIP202418 LEWIS	0.00	600.00
1011	V432873	09/24/25	00008482	JOHN SOTTEK	126128	HIP202528 CARNES	0.00	600.00
1011	V432873	09/24/25	00008482	JOHN SOTTEK	126128	HIP202304 MARTINEZ	0.00	1,350.00
1011	V432873	09/24/25	00008482	JOHN SOTTEK	126128	HIP202416 JAEDICKE	0.00	225.00
TOTAL CHECK							0.00	3,225.00
1011	V432874	09/24/25	10012988	INTELEPEER HOLDINGS, INC	170670	BUNDLE CLOUD/AUG-25	0.00	1,247.20
1011	V432875	09/24/25	10009226	MERCY HOUSE LIVING CENTE	106131	NAV OPER/JULY-25	0.00	296,484.72
1011	V432875	09/24/25	10009226	MERCY HOUSE LIVING CENTE	106131	NAV OPER/AUG-25	0.00	304,122.50
1011	V432875	09/24/25	10009226	MERCY HOUSE LIVING CENTE	106131	NAV OPER/SEPT-25	0.00	304,122.50
TOTAL CHECK							0.00	904,729.72
TOTAL CASH ACCOUNT							1,979.90	2,790,901.85
TOTAL FUND							1,979.90	2,790,901.85
TOTAL REPORT							1,979.90	2,790,901.85

Voided Check Numbers	Date Printed
432631	9/24/2025
432822	
432834	
432844	
432845	
462846	
462847	
462848	
432849	
432850	
432851	
432852	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $18,897.56 COVERING RETIREE PAYROLL ENDING AUGUST 31, 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $18,897.56, set forth on the 2-page register attached to this resolution and made a part here of have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____

City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025.

_____
City Clerk

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

SELECTION CRITERIA: checkhis.pay_run='NDR'
ALL CHECKS

PAYRUN: NDR
DATE: 09/11/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
390436	.00	2.00		CHESSEN, DONNA	9428
390437	.00	152.00		DENNY, JOHNNIE	9440
390438	.00	2.00		EERNISSE, NOLA	9448
390439	.00	152.00		GONZALES, ROBERT	9461
390440	.00	2.00		HAMBY, PAUL	9466
390441	.00	152.00		JACKSON, GARY	9482
390442	.00	152.00		KIMERY, ERIC	9012
390443	.00	2.00		MAYS, MARY	9677
390444	.00	152.00		MCCAY, DONALD	9517
390445	.00	42.00		ROBLES, AMPARO	9550
390446	.00	152.00		SCHWENGEL, LLOYD	9558
390447	.00	2.00		SIGLER, CAROL	9620
390448	.00	14.00		TRUJILLO, FRANK	9663
390449	.00	150.00		TUTHILL, LOREN	9581
390450	.00	2.00		WINNER, SAMUEL	9589
390451	.00	42.00		WYMAN, GUADALUPE	9592
v390452	14.00	.00		AGUIRRE, RICHARD	9624
v390453	14.00	.00		BECKER, LLOYD	9409
v390454	150.00	.00		BERRY, STEVE	9682
v390455	185.08	.00		BISBING, KRISTOPHER	9675
v390456	152.00	.00		BRANUM, TERRY	9418
v390457	2.00	.00		BROWN, ARTHUR	9635
v390458	152.00	.00		CARNEY, PATRICK	9014
v390459	42.00	.00		CIAMPA, LISA	9429
v390460	150.00	.00		CISNEROS, RUDY	9625
v390461	42.00	.00		CLARK, LAURENCE	9430
v390462	42.00	.00		COX, BARBARA	9435
v390463	2.00	.00		CRISP, BEVERLY	9612
v390464	152.00	.00		DASCENZI, PHILLIP	9438
v390465	42.00	.00		DESOUCY, DOLORES	9441
v390466	152.00	.00		DIXON, JAMES	9442
v390467	152.00	.00		DOCK, HENRY	9443
v390468	152.00	.00		FAIRMAN, ERIC	9451
v390469	150.00	.00		FONCECA, ARTHUR	9456
v390470	790.53	.00		FORSYTH, RICHARD	9680
v390471	152.00	.00		FROST, FRANK	9458
v390472	349.00	.00		HAINLEY, LAWRENCE	9651
v390473	173.00	.00		HENEIN, NABIL	9662
v390474	152.00	.00		HESTER, KATHLEEN	9627
v390475	152.00	.00		HICKEN, GARY	9475
v390476	262.00	.00		HOLGUIN, ALEXANDER	9604
v390477	150.00	.00		JACKSON, TERESA	9628
v390478	152.00	.00		JONES, MICHAEL	9656
v390479	42.00	.00		JONES, SHIRLEY	9486
v390480	150.00	.00		JONES, WILLIAM	9485
v390481	42.00	.00		KELLY, ANDREA	9661
v390482	152.00	.00		KIRBY, GEORGE	9488
v390483	42.00	.00		KIRK, BRET	9490
v390484	1,086.55	.00		KOHANEK, WILLIAM	9669
v390485	2.00	.00		KYLE, LESLIE	9493

SELECTION CRITERIA: checkhis.pay_run='NDR'
ALL CHECKS

V390486	152.00	.00	LININGER, RODNEY	9497
V390487	14.00	.00	LITCHFIELD, WILLIAM	9630
V390488	150.00	.00	LOEHR, LOTHAR	9499
V390489	1,571.50	.00	LOVCHIK, MICHAEL	9684
V390490	42.00	.00	LOWRY, MARILYN	9501
V390491	152.00	.00	LUCENTI, THOMAS	9502
V390492	42.00	.00	MALOUFF, JOSEPHINE	9505
V390493	152.00	.00	MANNING, BRUCE	9506
V390494	42.00	.00	MARTIN, GLORIA	9508
V390495	42.00	.00	MARTINEZ, DAVID	9649
V390496	152.00	.00	MARTINEZ, MANUEL	9667
V390497	152.00	.00	MCNEILLY, MICHAEL	9522
V390498	14.00	.00	MEALER, JAMES	9523
V390499	152.00	.00	MONSON, THOMAS	9638
V390500	349.00	.00	MOTE, ROBERT	9600
V390501	2,250.95	.00	PELTON, GREGORY	9699
V390502	34.00	.00	PENA, RICHARD	9598
V390503	152.00	.00	POTTER, BRUCE	9541
V390504	152.00	.00	POWELL, ROGER	9672
V390505	42.00	.00	REDDICK, SUZANNE	9655
V390506	150.00	.00	RILEY, MARGARET	9681
V390507	42.00	.00	ROGERS, REGINA	9631
V390508	49.00	.00	ROONEY, MARIAN	9622
V390509	152.00	.00	SANDERS, DARYL	9553
V390510	14.00	.00	SANDOVAL, SANTIAGO	9658
V390511	152.00	.00	SCHOALES, JAMES	9555
V390512	42.00	.00	SELLS, ROBIN	9659
V390513	42.00	.00	SHEARN, WYNNETTE	9641
V390514	1,100.76	.00	SIANEZ, COREY	9690
V390515	152.00	.00	STEWARD, GREGORY	9572
V390516	152.00	.00	SWISHER, JOHN	9652
V390517	152.00	.00	SYLVESTER, DAVID	9574
V390518	14.00	.00	TEMPLETON, JOHN	9686
V390519	150.00	.00	TILTON, SHALICE	9683
V390520	152.00	.00	WADELL, VERN	9584
V390521	150.00	.00	WARSINSKI, RICKY	9645
V390522	2.00	.00	WHITESIDE, JOHN	9668
V390523	42.00	.00	WHITLOCK, JOHN	9633
V390524	1,279.09	.00	WILLIAMS, JUDITH	9700
V390525	2,331.10	.00	WORRALL, GARY	9685

PAYRUN TOTAL

CHECK:	90	17,725.56	1,172.00

TOTAL

CHECKS:	90	17,725.56	1,172.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,188,846.63 COVERING REGULAR PAYROLL ENDING SEPTEMBER 12, 2025

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $1,188,846.63 set forth on this 8-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025.

_____
City Clerk

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

SELECTION CRITERIA: checkhis.pay_run='ND2'
ALL CHECKS

PAYRUN: ND2
DATE: 09/19/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V390526	2,030.98	.00		APARICIO, LESLIE	590
V390527	1,018.64	.00		BOUDREAU, GRACE	730
V390528	4,548.63	.00		COPPING, SARA	951
V390529	2,483.34	.00		ENGLEBRECHT, BRIDGET	261
V390530	3,327.91	.00		FEWER, JESSICA	580
V390531	7,589.05	.00		FRANCE, AARON	1650
V390532	743.29	.00		GODBOLD, KATELIN	672
V390533	1,074.56	.00		LOPEZ, JESSE	606
V390534	213.30	.00		MCKINNEY, KENNETH	552
V390535	2,876.94	.00		MEDINA, YARETZA	8
V390536	1,171.71	.00		OWAKA, PASCHAL	615
V390537	1,569.02	.00		PERSI, MICHAEL	678
V390538	1,693.11	.00		STRONGMAN, BENJAMIN	681
V390539	213.30	.00		TEHRANI, AIDIN	551
V390540	3,075.43	.00		CASTRO, GWENDOLYNE	503
V390541	6,958.75	.00		FENTON, EDWARD	1564
V390542	1,083.36	.00		HICKMAN, AISHA	665
V390543	2,135.39	.00		KERN, DONNA	2574
V390544	2,830.92	.00		PREVO, DOREKA	390
V390545	3,925.63	.00		VALDEZ, REBECCA	5490
V390546	2,155.80	.00		BUENROSTRO, PATRICIA	227
V390547	1,852.42	.00		GALLENTINE, KAILEY	486
V390548	4,270.02	.00		GARCIA, ADRIAN	1700
V390549	1,322.79	.00		GLAVIN, BARBARA	1768
V390550	2,099.08	.00		HERNANDEZ, GLORIA	2092
V390551	7,298.66	.00		HYUN, SUNG	2248
V390552	2,395.88	.00		KIM, MIN	2584
V390553	2,333.80	.00		LOVEJOY, REBEKAH	76
V390554	1,075.22	.00		OZAKI, GRACE	3881
V390555	2,181.11	.00		PAK, TIMOTHY	3955
V390556	2,957.98	.00		PEREZ, JESSICA	4111
V390557	2,717.92	.00		TOMASSETTI, JEEVANI	5623
V390558	2,269.37	.00		TRAN, KRYSTLE	242
V390559	3,811.21	.00		AVERELL, MARK	272
V390560	2,507.04	.00		COLES-GUZMAN, MARY	950
V390561	2,435.91	.00		KENNEDY, SEAN	111
V390562	1,031.06	.00		AHN, JOYCE	263
V390563	985.96	.00		FRANCO-HERNANDEZ, CARLOS	566
V390564	922.90	.00		HOQUE, LAMIYA	412
V390565	819.02	.00		SONNE, SUSAN	5161
V390566	777.24	.00		TRAUT, CONNOR	5399
V390567	3,056.45	.00		ALMQUIST, ANNA PATRICIA	168
V390568	2,017.11	.00		GUERRA, SARAH	1470
V390569	6,234.50	.00		JIMENEZ, ADRIA	2297
V390570	1,024.94	.00		KIRK, RALPH	384
V390571	2,158.68	.00		LOPEZ, ANGELICA	2928
V390572	3,745.22	.00		CERDA, JUAN	831
V390573	1,750.50	.00		CULL, ROBERT	1012
V390574	2,247.96	.00		FLORES, CHRISTOPHER	464
V390575	3,420.67	.00		HOPKINS, NICHOLAS	627

SELECTION CRITERIA: checkhis.pay_run='ND2'
ALL CHECKS

V390576	3,083.81	.00	LESTER, ALEXANDER	2868
V390577	2,001.28	.00	MACIAS, JUDITH	2996
V390578	2,755.97	.00	MAYORQUIN, RAYMUNDO	221
V390579	2,909.82	.00	TART, ANDRE	5235
V390580	1,386.69	.00	TELLEZ, ALMA	667
V390581	2,942.89	.00	ALVAREZ, JOSHUA	458
V390582	1,512.54	.00	CASTANEDA, GUADALUPE	280
V390583	2,546.33	.00	CASTELLANOS, CARLOS	515
V390584	2,641.03	.00	CATALDO, JOHN	766
V390585	3,049.69	.00	CRAVENS, ROBERT	658
V390586	2,233.39	.00	DAVIS-VALENTINE, SUZANNE	1085
V390587	655.11	.00	DINH, MICHELLE	433
V390588	6,772.00	.00	FOULKES, MATTHEW	9
V390589	956.01	.00	GUZMAN, FEDERICO	1918
V390590	4,123.24	.00	LUNA, HARALD	264
V390591	3,095.01	.00	MCALEESE, IAN	159
V390592	3,392.86	.00	NAVARRO, SANDRA	93
V390593	2,444.42	.00	SANTOS, RUTH	4640
V390594	1,925.93	.00	TAE, RAY	5196
V390595	4,300.38	.00	THAI, LOTUS	536
V390596	2,436.31	.00	ZAPIEN, ERNESTINE	5777
V390597	3,602.13	.00	DHAUW, MELISSA	1170
V390598	894.20	.00	MARTINEZ, RICHARD	834
V390599	3,295.63	.00	SUAREZ, SARABETH	5169
V390600	3,192.04	.00	YOON, JIWON	91
V390601	2,245.15	.00	BARRAZA, TAYLOR	501
V390602	3,043.19	.00	COTA, LORRAINE	954
V390603	6,339.60	.00	DAVENPORT, JOSEPH	1094
V390604	6,397.76	.00	GEYER, BRADLEY	1692
V390605	6,793.97	.00	NGUYEN, NGHIA	3755
V390606	7,356.75	.00	NUNES, FRANK	3813
V390607	3,016.97	.00	SEMAAN, NADIA	4740
V390608	1,791.69	.00	CHARNES, LANCE	783
V390609	8,473.83	.00	DIERINGER, RYAN	1145
V390610	3,992.19	.00	JIMENEZ, ROBERT	352
V390611	3,208.25	.00	KIM, HYUN	328
V390612	3,332.15	.00	LAM, DAVID	2790
V390613	625.95	.00	LOVCHIK, MICHAEL	6
V390614	4,048.25	.00	MIKIEWICZ, SIMON	3360
V390615	2,095.84	.00	NOVOTNY, MARY	3705
V390616	5,863.69	.00	TOMSICK, MARTIN	5360
V390617	3,087.41	.00	ALCALA, BRITTANY	58
V390618	2,805.65	.00	ARIAS, KALEA	592
V390619	2,985.53	.00	BARAJAS, MAYRA	357
V390620	2,474.17	.00	BINYON, ERIC	506
V390621	4,604.15	.00	BRANDSTETTER, JAMES	629
V390622	4,803.23	.00	BUTH, CATHERINE	561
V390623	4,693.65	.00	CARPENTER, SCARLET	1663
V390624	778.88	.00	CIFUENTES MEDINA, DANNA	671
V390625	947.99	.00	CORTEZ TORRES, AMANDA	450
V390626	344.82	.00	DIERINGER, REGINA	1515
V390627	4,079.57	.00	ESCOBEDO, STACEY	1530
V390628	4,238.28	.00	ESQUETINI, MARIA	1536
V390629	2,461.03	.00	HERNANDEZ, ISABELLA	112
V390630	903.03	.00	MADHAE, DEEPINDER	555
V390631	4,733.48	.00	MAERKER, ELIZABETH	3017

SELECTION CRITERIA: checkhis.pay_run='ND2'
ALL CHECKS

V390632	4,147.76	.00	MCGRATH, CODY	3220
V390633	814.44	.00	MENDOZA ESPINOZA, MYA	532
V390634	960.27	.00	MONTANO, BRIANNA	816
V390635	949.59	.00	ONTIVEROS, STEVEN	342
V390636	2,552.88	.00	PALMA CARDENAS, DIANA	3970
V390637	945.25	.00	PARRA, ANGEL	498
V390638	909.09	.00	RODRIGUEZ TZAJ, SANDY	604
V390639	814.44	.00	RODRIGUEZ VILLA, YARELI	205
V390640	2,226.73	.00	SAUCEDA, CATHLEEN	4645
V390641	4,958.32	.00	SHERIFF, SAMANTHA	2096
V390642	814.44	.00	SILVERIO, SAMANTHA	497
V390643	5,310.04	.00	TANIGUCHI, MELISSA	5230
V390644	970.16	.00	VELLANOWETH, KRISTINE	217
V390645	787.79	.00	WOOD, HUNTER	605
V390646	548.33	.00	CHAN, KARA	795
V390647	3,052.96	.00	FIORE, KATE	1560
V390648	2,557.37	.00	FLOHRA, KARAN	516
V390649	3,938.67	.00	FOX, CHARITY	1641
V390650	700.56	.00	KUHN, MICHELLE	2730
V390651	799.99	.00	KUHN, TARI	2747
V390652	2,519.03	.00	MAERTZ, DANA	3018
V390653	3,844.57	.00	MENDIVEL, CHRISTINA	3299
V390654	2,571.54	.00	NGO, CATHERINE	3752
V390655	3,471.69	.00	PENDLETON, SUN	4080
V390656	2,047.39	.00	RAMIREZ, ARIANNA	86
V390657	1,894.58	.00	TENG, LING-FEI	2871
V390658	2,237.46	.00	YBARRA, DELIA	529
V390659	6,882.17	.00	BATES, PATRICK	378
V390660	6,300.75	.00	BELTRAN, CHRISTINA	13
V390661	5,482.38	.00	BLACKWOOD, PHALANN	550
V390662	5,881.90	.00	BOURNE, CLIFFORD	5612
V390663	5,001.46	.00	BOYD, ROBERT	584
V390664	5,625.80	.00	BOYER, CAMERON	585
V390665	3,813.45	.00	BRAVO, ISABEL	420
V390666	6,936.02	.00	CAMPOS, LOLANI	728
V390667	4,791.59	.00	CERDA, SERGIO	240
V390668	3,948.96	.00	CHAVEZ, ALEJANDRO	182
V390669	5,275.33	.00	CHAVEZ, ANTONY	246
V390670	4,554.04	.00	CHO, YOUNGVEEN	758
V390671	4,957.33	.00	CURATOLA, ANTHONY	350
V390672	5,262.84	.00	DAVIS, JONATHAN	1083
V390673	5,755.03	.00	ESCAMILLA, MARIO	1529
V390674	5,324.24	.00	ESCOBEDO, DOMINICK	1521
V390675	3,607.81	.00	ESTRELLA, CARL JOSEPH	415
V390676	6,313.59	.00	FRANKLIN, KEVIN	1649
V390677	7,176.98	.00	GALOS, MICHAEL	1680
V390678	5,336.63	.00	GANO, KEVIN	1742
V390679	4,233.25	.00	GARCIA, JONATHAN	514
V390680	5,997.94	.00	GENTNER, GEORGE	1765
V390681	4,147.11	.00	GONZALEZ, CHRISTIAN	813
V390682	5,935.36	.00	GONZALEZ, LUIS	164
V390683	5,563.38	.00	GONZALEZ, OSCAR	1785
V390684	5,291.05	.00	HERST, RYAN	2102
V390685	3,831.91	.00	HOGAN, CHRISTIAN MICHAEL	138
V390686	6,708.89	.00	HONG, ALEX	2130
V390687	5,995.28	.00	JIMENEZ, GUSTAVO	2285

SELECTION CRITERIA: checkhis.pay_run='ND2'
ALL CHECKS

V390688	5,296.55	.00	JOHNSON, BRYAN	2300
V390689	4,336.12	.00	LEE, DAE WON	814
V390690	7,738.36	.00	LEPE, SERGIO	2901
V390691	4,809.90	.00	LIRA, JOSEPH	133
V390692	4,514.47	.00	LOPEZ, GUILLERMO	2958
V390693	5,931.40	.00	LOVETERE, JOSEPH	2962
V390694	3,683.87	.00	LUONG, AARON	577
V390695	4,536.16	.00	MARTINEZ, JESUS	117
V390696	5,425.28	.00	MEDRANO, JULIAN	3223
V390697	4,430.20	.00	MEKDARA, BOBBY	624
V390698	3,649.77	.00	MEONO, ROBIN	351
V390699	2,254.82	.00	MOELLER, SARAH	3590
V390700	5,935.13	.00	MORALES, FRANK	3489
V390701	4,426.26	.00	MORQUECHO, FERNANDO	510
V390702	5,025.79	.00	MUNOZ, OSCAR	3605
V390703	4,299.86	.00	MURILLO CASTRO, JULIAN	268
V390704	3,988.17	.00	NGUYEN, ANTHONY	258
V390705	5,921.61	.00	NYHUS, CHRISTOPHER	3808
V390706	6,312.55	.00	O'DETTE, DIRK	3823
V390707	4,654.54	.00	OH, WILLIAM	326
V390708	2,949.24	.00	OSORIO, STEVIE	573
V390709	4,440.35	.00	PADILLA, VALERIE	108
V390710	6,794.75	.00	PINO, RICHARD	4171
V390711	9,257.45	.00	PLUMLEE, ROGER	4180
V390712	7,652.22	.00	PROCEL, ANDY	4243
V390713	6,220.77	.00	RAMIREZ, ANGEL	4314
V390714	3,888.11	.00	RANGEL, PRISCILLA	4337
V390715	7,503.53	.00	REYES, HUGO	98
V390716	4,469.08	.00	RODRIGUEZ, CHRISTIAN	4476
V390717	4,894.21	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V390718	3,798.37	.00	RUBALCAVA, EFRAIN	4590
V390719	5,046.57	.00	SALAZAR, RYAN	4626
V390720	5,715.39	.00	SHADDOW, JON-MICHAEL	4837
V390721	5,242.82	.00	SOLIS, DANIEL	5000
V390722	2,302.08	.00	SOUSA, MATTHEW	596
V390723	4,293.45	.00	TEWELL, MELISSA	5282
V390724	5,716.67	.00	TRAN, TUYET	5424
V390725	3,601.84	.00	WILLIAMS-GIROUX, JACOB	499
V390726	7,046.94	.00	COLON, BOBBY	900
V390727	7,196.30	.00	LEE, CONNOR	2861
V390728	2,056.34	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V390729	5,330.09	.00	ORTEGA, MICHAEL	104
V390730	6,297.19	.00	RICE, JAMES	4408
V390731	2,169.73	.00	SILVA, OSCAR	4886
V390732	2,113.10	.00	UMLAH, AMBER	5435
V390733	2,184.37	.00	VAZQUEZ-CAMACHO, MARLENE	101
V390734	6,103.30	.00	VU, JEFFREY	5519
V390735	690.48	.00	BAIR, JOHN	284
V390736	697.32	.00	CASEY, DROUETT	771
V390737	1,134.74	.00	PATTON, DANA	4060
V390738	6,417.93	.00	BAILEY, JOHN	355
V390739	5,705.85	.00	BERNAL, DAVID	480
V390740	4,397.23	.00	BOUDREAU, CORY	583
V390741	2,802.34	.00	BOUDREAU, LAURA	2192
V390742	5,489.94	.00	BOYINGTON, DEVIN	594
V390743	5,395.87	.00	CARNEY, THOMAS	751

SELECTION CRITERIA: checkhis.pay_run='ND2'
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V390744	5,863.72	.00	CHRISTIANSEN, ANDREW	97
V390745	3,911.94	.00	EK, CHRISTOPHER	1477
V390746	4,473.92	.00	KALAGIAN, BRYANT	2436
V390747	2,560.36	.00	LARA, KARON	103
V390748	2,992.36	.00	LOMELI, LISBETH	4516
V390749	3,460.94	.00	LOPEZ, VANESSA	2929
V390750	6,908.15	.00	LOPEZ, WILLYVALDO	2941
V390751	5,442.65	.00	LOWE, AUSTIN	2956
V390752	5,660.47	.00	MOON, DAVID	3479
V390753	2,214.95	.00	MORALES MALDONADO, IVETT	3490
V390754	2,111.97	.00	O'DETTE, NANCY	1920
V390755	5,450.04	.00	PANTOJA, DAVID	3986
V390756	2,527.06	.00	SULLIVAN, STACEY	5160
V390757	3,298.95	.00	TREADWAY, SARA	4210
V390758	3,936.51	.00	TURNER, JERAMIAH	291
V390759	5,049.73	.00	VU, KRISTINE	63
V390760	23.70	.00	BENDINELLI, DOMINIC	490
V390761	2,213.42	.00	CARDENAS, MARGARET	336
V390762	23.70	.00	FIGUEROA, NAYELI	403
V390763	2,267.23	.00	IBARRA, KRISTI	88
V390764	23.70	.00	JAMES, SAGIL	392
V390765	6,502.37	.00	MIKHAEL, MINA	3359
V390766	23.70	.00	SCHOONER, BRANDON	556
V390767	23.70	.00	SINGHAL, ANNIE	4893
V390768	2,199.66	.00	ALMANZA, MINERVA	79
V390769	4,633.07	.00	ALQAM, NADER	71
V390770	4,397.80	.00	ARABOLU, DEEPTHI	178
V390771	3,372.56	.00	CAPISTRANO, FRANCES	74
V390772	2,958.80	.00	COLES, CARINA	77
V390773	2,962.77	.00	ESPARZA-ALMARAZ, AARON	383
V390774	2,911.81	.00	GUZMAN, HECTOR	512
V390775	1,350.62	.00	HA, ALAN	677
V390776	3,246.72	.00	LANNAN, GREGORY	2791
V390777	2,498.67	.00	LEE, HYANG SUN	430
V390778	3,594.18	.00	MILLER, JADEN	513
V390779	1,157.90	.00	PENA, MANUEL	2933
V390780	3,282.20	.00	TRAN, JASON	96
V390781	3,933.38	.00	WRAY, NORMAN	5725
V390782	2,635.59	.00	ZARAGOZA, EDUARDO	5788
V390783	3,307.23	.00	AUBUCHON, LAURIE	250
V390784	2,233.89	.00	GENERA, ELIZABETH	1685
V390785	4,786.81	.00	HUNT, JOSEPH	2249
V390786	1,965.81	.00	LUX, ANDREA	2972
V390787	2,619.09	.00	VENEGAS MENDEZ, JAVIER	5491
V390788	2,518.42	.00	BACA, ANDREW	315
V390789	3,257.73	.00	BRITO, MICHAEL	642
V390790	1,237.29	.00	CASTRO, EFRAIN	641
V390791	708.13	.00	CASTRO, JOHN	540
V390792	996.92	.00	DURAN, LUIS	623
V390793	3,501.78	.00	ESCATEL-OROSCO, PEDRO	1537
V390794	1,333.91	.00	ESPINOSA, GUIDO	637
V390795	914.83	.00	GONZALES, DERRICK	635
V390796	2,783.40	.00	GONZALEZ, ALEJANDRO	1783
V390797	1,351.83	.00	GONZALEZ, KONRAD	587
V390798	4,363.02	.00	LIBUNAO, NINO	2912
V390799	1,572.77	.00	LISCANO, CHRISTOPHER	850

SELECTION CRITERIA: checkhis.pay_run='ND2'
ALL CHECKS

V390800	1,900.47	.00	MARASCO, MATTHEW	289
V390801	1,413.75	.00	MORALES, LEONARDO	819
V390802	3,087.62	.00	MUNOZ, JOHNNY	144
V390803	2,021.87	.00	NAJERA, JESSE	3630
V390804	2,962.68	.00	RIVERA, JOE	4450
V390805	2,818.95	.00	RODRIGUEZ, OSCAR	131
V390806	2,100.64	.00	SERNA, JUAN	4728
V390807	2,490.58	.00	TORREZ, JAVIER	69
V390808	842.70	.00	AREVALOS, RYAN	456
V390809	2,461.67	.00	CARRILLO, EDWARD	765
V390810	1,821.19	.00	CHAVEZ, CAESAR	544
V390811	2,646.83	.00	ELLS, ZACHARY	1500
V390812	2,299.02	.00	ENNIS, JOSEPH	262
V390813	3,062.75	.00	FINCH, BARRETT	1574
V390814	3,494.87	.00	HAGAN, KEVIN	1947
V390815	5,658.05	.00	KVENBO, SCOTT	2750
V390816	2,026.08	.00	LAUTERIO, MATTHEW	533
V390817	2,236.96	.00	MARTINEZ, MARCO	215
V390818	4,737.38	.00	MCGEE, MICHAEL	9306
V390819	3,729.64	.00	MILLER, DAVID	3390
V390820	3,327.31	.00	MOJARRO, ANDREW	3082
V390821	3,735.44	.00	MOORE, FRANK	3486
V390822	1,992.32	.00	MYLLES, JOSHUA	279
V390823	1,925.40	.00	PRECIADO, CAMDEN	134
V390824	2,714.60	.00	SANCHEZ, JUAN	4617
V390825	2,344.09	.00	SPEAR, ANTHONY	5011
V390826	3,328.37	.00	STEPHENSON, MARK	5122
V390827	2,611.82	.00	TAVARES, JAMEY	5231
V390828	1,941.77	.00	ALVAREZ, CARLOS	136
V390829	1,120.38	.00	AVILA, NICHOLAS	744
V390830	2,506.95	.00	DAHL, TERRY	1084
V390831	2,350.28	.00	DOMINGUEZ, KEVIN	565
V390832	2,510.62	.00	GARCIA ORTEGA, JOSE	1636
V390833	2,127.22	.00	GRIMES, DAVID	1881
V390834	1,988.24	.00	GUZMAN, KEVIN	132
V390835	2,395.63	.00	KOSS, MICHAEL	2718
V390836	3,185.68	.00	MARTINEZ, GABRIEL	3139
V390837	2,702.25	.00	MELLADO, KIM	3289
V390838	2,837.92	.00	MERROW, MATTHEW	3316
V390839	2,366.58	.00	OTTEN, DAVID	3869
V390840	2,378.27	.00	PERKINS, CUMARI	454
V390841	3,684.39	.00	PORTER, JEFFREY	4174
V390842	1,181.38	.00	RAMOS, NIKOLAS	815
V390843	2,945.50	.00	RODRIGUEZ, EDWARD	4479
V390844	1,971.28	.00	RUIZ, ALEJANDRO	416
V390845	1,203.10	.00	SAILIATA, RAYMOND	648
V390846	1,027.14	.00	SOLOMAN, ROBERTO	654
V390847	2,011.68	.00	TORRES, SALVADOR	234
V390848	2,393.31	.00	WELLS, ANTHONY	5610
V390849	3,161.66	.00	CAMPIZTA, ADAM	225
V390850	2,948.31	.00	DE LA CRUZ, RICARDO	558
V390851	3,614.63	.00	MACIAS, RAYMOND	2998
V390852	2,798.39	.00	WEAR, JOHN	5606
V390853	2,298.61	.00	ALARCON, ALEXANDER	485
V390854	6,944.94	.00	BOX, JAMES	576
V390855	2,231.81	.00	CHAVEZ, ARIANA	788

SELECTION CRITERIA: checkhis.pay_run='ND2'
ALL CHECKS

V390856	2,031.94	.00	CONTRERAS, SAUL	95
V390857	3,696.13	.00	KURATA, DALE	2749
V390858	2,194.85	.00	MANCILLA, JSSICA	451
V390859	2,449.96	.00	MARTINEZ, SERENA	3147
V390860	2,164.22	.00	MOMPELLER, JUSTICE	443
V390861	830.09	.00	SANCHEZ, CHRISTOPHER	236
V390862	3,492.60	.00	SAUCEDA, MARK	4642
V390863	603.19	.00	ALVARADO, ADRIAN	89
V390864	439.11	.00	BAHENA, PEDRO	148
V390865	425.39	.00	BAKER, JAMISON	465
V390866	292.74	.00	BARENG, KATHERINE	33
V390867	439.11	.00	CARVENTE, GIANJAVIER	334
V390868	895.27	.00	CISNEROS, MICHELLE	812
V390869	471.13	.00	DURGIN, JAYLIND	186
V390870	265.30	.00	ESCAMILLA PATRICIO, DANIELLE	534
V390871	670.03	.00	GARCIA, MICHELE	171
V390872	375.07	.00	GONZALEZ, ISAAC	294
V390873	742.65	.00	GUERRA, ATHZIRI	141
V390874	735.66	.00	GUERRA, ROCCO	44
V390875	429.96	.00	GUILLEN, JAYDEN	339
V390876	518.60	.00	GUTIERREZ, MICHELLE	1925
V390877	806.33	.00	HERNANDEZ, KATE	2091
V390878	54.89	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V390879	726.75	.00	HOLLOWAY, ELIZABETH	2185
V390880	237.85	.00	LEWIS, ALEC	266
V390881	421.19	.00	MAGANA, ADAM	173
V390882	439.11	.00	MAY, REBECCA	3
V390883	512.29	.00	MOLINA, LILLY	611
V390884	667.09	.00	MORENO, ANDREW	161
V390885	530.59	.00	NGHIEM, NATALIE	249
V390886	283.59	.00	OCHOA, ALAN	192
V390887	114.87	.00	ONTIVEROS, IZABELLA	3864
V390888	1,351.15	.00	RIVERA GOMEZ, YAMILEX	4432
V390889	475.70	.00	RODRIGUEZ, KAREN	538
V390890	471.13	.00	RODRIGUEZ, MIKAYLA	295
V390891	628.12	.00	RUIZ, LUIS	527
V390892	608.12	.00	RUSSELL, JEFFREY	150
V390893	772.24	.00	SANCHEZ, NATHAN	504
V390894	379.65	.00	SHRESTHA, SALIS	610
V390895	54.89	.00	SOLIMAN, MARSEL	322
V390896	718.44	.00	SOLTERO, JESSE	177
V390897	274.44	.00	SORIA, NOAH	5004
V390898	848.13	.00	STRICKLER, LINDA	5135
V390899	632.68	.00	TAPIA, ANGELICA	306
V390900	530.59	.00	THANKESWARAN, HASHMITHAA	543
V390901	1,094.96	.00	THOMSEN, MATTHEW	194
V390902	2,807.86	.00	VAN SICKLE, MICHELLE	2076
V390903	512.52	.00	VAZQUEZ, OSCAR	152
V390904	530.59	.00	VELOZ, SABRINA	146
V390905	724.16	.00	WEBER, ISABELLA	614
V390906	155.52	.00	WONGSUPHAKPHAN, BRIANNA	337
V390907	827.38	.00	AGUILAR, KASSANDRA	685
V390908	1,028.39	.00	AGUILERA, CIENNA	617
V390909	1,144.43	.00	AHANYA, PRISHA	208
V390910	533.14	.00	ARMENTA, JESSICA	599
V390911	437.60	.00	BARNES, JOSIAH	619

SELECTION CRITERIA: checkhis.pay_run='ND2'
ALL CHECKS

V390912	2,141.67	.00	BUENROSTRO, ADRIAN	598
V390913	1,123.11	.00	CATAN, KYLIE ROSE	185
V390914	734.57	.00	CLOCK, AUDREY	201
V390915	1,210.87	.00	CROCKETT, ALLISON	199
V390916	718.69	.00	DIXON, DAVONNE	563
V390917	1,097.99	.00	GALLEGOS, INARI	572
V390918	153.16	.00	GLYNN, FIONA	115
V390919	752.29	.00	GODFREY, RILEY	4
V390920	1,255.11	.00	GONZALEZ, EMBERLY	204
V390921	153.16	.00	LU, AIDEN	660
V390922	175.04	.00	LUM, OLIVER	686
V390923	1,398.77	.00	PEDROZA, ANGELINE	325
V390924	972.04	.00	POTTER, ALEXANDRA	564
V390925	1,214.86	.00	ROMERO, SYDNEY	14
V390926	1,090.51	.00	SINGH, YASHPREET	48
V390927	1,427.95	.00	SMITH, JOHN	210
V390928	415.72	.00	TAM, ALICE	687
V390929	1,183.93	.00	TORRES, INEZ	296
V390930	525.12	.00	VACA, SARAH	311
V390931	1,594.01	.00	VALENCIA, JAYDEN	643
V390932	361.02	.00	XA, ANDY	659
V390933	862.27	.00	AGUILAR, KALVIN	23
V390934	375.07	.00	BARTOLO, BRYAN	338
V390935	795.36	.00	CABUSAO, NINA MARINELLA	729
V390936	766.61	.00	CHOATE, RACHAEL	511
V390937	775.11	.00	CORRALES, ISAAC	474
V390938	3,087.49	.00	DAVIS, TANIKKA	1082
V390939	1,508.24	.00	GRACIA, TONY	622
V390940	906.61	.00	HONG, YI	2189
V390941	3,136.24	.00	HURTADO, MARIA	353
V390942	674.14	.00	KENDRIX, PERRY	741
V390943	1,294.18	.00	LARIZ RUBALCAVA, CARLOS	429
V390944	641.26	.00	LIZARRAGA, ERIK	483
V390945	2,180.14	.00	LOZANO, WILFREDO	621
V390946	2,459.49	.00	MARQUEZ PINEDO, ANALISA	3118
V390947	1,100.30	.00	MEGGINSON, MARK	562
V390948	916.19	.00	MENDOZA, GISELLE	522
V390949	420.81	.00	MORISON, MATTHEW	243
V390950	2,785.20	.00	NIELSEN, ROSEMARY	3760
V390951	1,041.65	.00	ORTIZ, YAHAIRA	241
V390952	427.96	.00	ROJAS, ASHLEY	473
V390953	551.46	.00	RUIZ, GIANCARLO	466
V390954	562.61	.00	SALAZAR, NICHOLAS	661
V390955	972.91	.00	SANCHEZ, MARIA	818
V390956	732.17	.00	SANDOVAL, RYAN	663
V390957	558.04	.00	SINGH, YASMINE	479
V390958	933.17	.00	SOSA, ELIANNA	341
V390959	457.41	.00	TOLEDO, ISAAC	742
V390960	247.00	.00	VEGA-MATA, PEDRO	278
V390961	684.70	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL
CHECK: 436 1,188,846.63 .00

TOTAL
CHECKS: 436 1,188,846.63 .00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $18,315.50 COVERING RETIREE PAYROLL ENDING SEPTEMBER 30, 2025.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $18,315.50, set forth on the 2-page register attached to this resolution and made a part here of have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____

City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025.

_____
City Clerk

SELECTION CRITERIA: checkhis.pay_run='ND3'
ALL CHECKS

PAYRUN: ND3
DATE: 09/29/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
390962	.00	2.00		CHESSEN, DONNA	9428
390963	.00	152.00		DENNY, JOHNNIE	9440
390964	.00	2.00		EERNISSE, NOLA	9448
390965	.00	152.00		GONZALES, ROBERT	9461
390966	.00	2.00		HAMBY, PAUL	9466
390967	.00	152.00		JACKSON, GARY	9482
390968	.00	152.00		KIMERY, ERIC	9012
390969	.00	2.00		MAYS, MARY	9677
390970	.00	152.00		MCCAY, DONALD	9517
390971	.00	42.00		ROBLES, AMPARO	9550
390972	.00	152.00		SCHWENGEL, LLOYD	9558
390973	.00	2.00		SIGLER, CAROL	9620
390974	.00	14.00		TRUJILLO, FRANK	9663
390975	.00	150.00		TUTHILL, LOREN	9581
390976	.00	2.00		WINNER, SAMUEL	9589
390977	.00	42.00		WYMAN, GUADALUPE	9592
v390978	14.00	.00		AGUIRRE, RICHARD	9624
v390979	14.00	.00		BECKER, LLOYD	9409
v390980	150.00	.00		BERRY, STEVE	9682
v390981	185.08	.00		BISBING, KRISTOPHER	9675
v390982	152.00	.00		BRANUM, TERRY	9418
v390983	2.00	.00		BROWN, ARTHUR	9635
v390984	152.00	.00		CARNEY, PATRICK	9014
v390985	42.00	.00		CIAMPA, LISA	9429
v390986	150.00	.00		CISNEROS, RUDY	9625
v390987	42.00	.00		CLARK, LAURENCE	9430
v390988	42.00	.00		COX, BARBARA	9435
v390989	2.00	.00		CRISP, BEVERLY	9612
v390990	152.00	.00		DASCENZI, PHILLIP	9438
v390991	42.00	.00		DESOUCY, DOLORES	9441
v390992	152.00	.00		DIXON, JAMES	9442
v390993	152.00	.00		DOCK, HENRY	9443
v390994	152.00	.00		FAIRMAN, ERIC	9451
v390995	150.00	.00		FONCECA, ARTHUR	9456
v390996	790.53	.00		FORSYTH, RICHARD	9680
v390997	152.00	.00		FROST, FRANK	9458
v390998	349.00	.00		HAINLEY, LAWRENCE	9651
v390999	173.00	.00		HENEIN, NABIL	9662
v391000	152.00	.00		HESTER, KATHLEEN	9627
v391001	152.00	.00		HICKEN, GARY	9475
v391002	262.00	.00		HOLGUIN, ALEXANDER	9604
v391003	150.00	.00		JACKSON, TERESA	9628
v391004	152.00	.00		JONES, MICHAEL	9656
v391005	42.00	.00		JONES, SHIRLEY	9486
v391006	150.00	.00		JONES, WILLIAM	9485
v391007	42.00	.00		KELLY, ANDREA	9661
v391008	152.00	.00		KIRBY, GEORGE	9488
v391009	42.00	.00		KIRK, BRET	9490
v391010	1,086.55	.00		KOHANEK, WILLIAM	9669
v391011	2.00	.00		KYLE, LESLIE	9493

SELECTION CRITERIA: checkhis.pay_run='ND3'
ALL CHECKS

V391012	152.00	.00	LININGER, RODNEY	9497
V391013	14.00	.00	LITCHFIELD, WILLIAM	9630
V391014	150.00	.00	LOEHR, LOTHAR	9499
V391015	1,571.50	.00	LOVCHIK, MICHAEL	9684
V391016	42.00	.00	LOWRY, MARILYN	9501
V391017	152.00	.00	LUCENTI, THOMAS	9502
V391018	42.00	.00	MALOUFF, JOSEPHINE	9505
V391019	152.00	.00	MANNING, BRUCE	9506
V391020	42.00	.00	MARTIN, GLORIA	9508
V391021	42.00	.00	MARTINEZ, DAVID	9649
V391022	152.00	.00	MARTINEZ, MANUEL	9667
V391023	152.00	.00	MCNEILLY, MICHAEL	9522
V391024	14.00	.00	MEALER, JAMES	9523
V391025	152.00	.00	MONSON, THOMAS	9638
V391026	349.00	.00	MOTE, ROBERT	9600
V391027	2,250.95	.00	PELTON, GREGORY	9699
V391028	34.00	.00	PENA, RICHARD	9598
V391029	152.00	.00	POTTER, BRUCE	9541
V391030	152.00	.00	POWELL, ROGER	9672
V391031	42.00	.00	REDDICK, SUZANNE	9655
V391032	150.00	.00	RILEY, MARGARET	9681
V391033	42.00	.00	ROGERS, REGINA	9631
V391034	49.00	.00	ROONEY, MARIAN	9622
V391035	152.00	.00	SANDERS, DARYL	9553
V391036	14.00	.00	SANDOVAL, SANTIAGO	9658
V391037	152.00	.00	SCHOALES, JAMES	9555
V391038	42.00	.00	SELLS, ROBIN	9659
V391039	42.00	.00	SHEARN, WYNNETTE	9641
V391040	1,100.76	.00	SIANEZ, COREY	9690
V391041	152.00	.00	STEWARD, GREGORY	9572
V391042	152.00	.00	SWISHER, JOHN	9652
V391043	152.00	.00	SYLVESTER, DAVID	9574
V391044	14.00	.00	TEMPLETON, JOHN	9686
V391045	150.00	.00	TILTON, SHALICE	9683
V391046	152.00	.00	WADELL, VERN	9584
V391047	150.00	.00	WARSINSKI, RICKY	9645
V391048	2.00	.00	WHITESIDE, JOHN	9668
V391049	42.00	.00	WHITLOCK, JOHN	9633
V391050	697.03	.00	WILLIAMS, JUDITH	9700
V391051	2,331.10	.00	WORRALL, GARY	9685

PAYRUN TOTAL

CHECK:	90	17,143.50	1,172.00

TOTAL

CHECKS:	90	17,143.50	1,172.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,191,525.25 COVERING REGULAR PAYROLL ENDING SEPTEMBER 26, 2025

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $1,191,525.25 set forth on this 9-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025.

_____
City Clerk

SELECTION CRITERIA: checkhis.pay_run='NE1'
ALL CHECKS

PAYRUN: NE1
DATE: 10/03/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V391052	2,030.98	.00		APARICIO, LESLIE	590
V391053	1,133.17	.00		BOUDREAU, GRACE	730
V391054	4,548.63	.00		COPPING, SARA	951
V391055	2,483.34	.00		ENGLEBRECHT, BRIDGET	261
V391056	3,327.91	.00		FEWER, JESSICA	580
V391057	7,589.05	.00		FRANCE, AARON	1650
V391058	743.29	.00		GODBOLD, KATELIN	672
V391059	950.47	.00		LOPEZ, JESSE	606
V391060	319.95	.00		MCKINNEY, KENNETH	552
V391061	2,876.94	.00		MEDINA, YARETZA	8
V391062	1,180.58	.00		OWAKA, PASCHAL	615
V391063	2,155.86	.00		PERSI, MICHAEL	678
V391064	2,406.69	.00		STRONGMAN, BENJAMIN	681
V391065	236.99	.00		TEHRANI, AIDIN	551
V391066	3,075.43	.00		CASTRO, GWENDOLYNE	503
V391067	6,886.57	.00		FENTON, EDWARD	1564
V391068	1,037.72	.00		HICKMAN, AISHA	665
V391069	1,961.18	.00		KERN, DONNA	2574
V391070	2,850.06	.00		PREVO, DOREKA	390
V391071	3,944.27	.00		VALDEZ, REBECCA	5490
V391072	2,303.25	.00		BUENROSTRO, PATRICIA	227
V391073	1,852.42	.00		GALLENTINE, KAILEY	486
V391074	4,270.01	.00		GARCIA, ADRIAN	1700
V391075	1,322.80	.00		GLAVIN, BARBARA	1768
V391076	2,156.49	.00		HERNANDEZ, GLORIA	2092
V391077	7,317.79	.00		HYUN, SUNG	2248
V391078	2,395.88	.00		KIM, MIN	2584
V391079	2,352.94	.00		LOVEJOY, REBEKAH	76
V391080	1,085.01	.00		OZAKI, GRACE	3881
V391081	2,181.11	.00		PAK, TIMOTHY	3955
V391082	2,977.11	.00		PEREZ, JESSICA	4111
V391083	2,717.93	.00		TOMASSETTI, JEEVANI	5623
V391084	2,269.37	.00		TRAN, KRYSTLE	242
V391085	3,811.21	.00		AVERELL, MARK	272
V391086	2,528.68	.00		COLES-GUZMAN, MARY	950
V391087	2,435.91	.00		KENNEDY, SEAN	111
V391088	1,031.06	.00		AHN, JOYCE	263
V391089	985.96	.00		FRANCO-HERNANDEZ, CARLOS	566
V391090	922.90	.00		HOQUE, LAMIYA	412
V391091	819.02	.00		SONNE, SUSAN	5161
V391092	777.24	.00		TRAUT, CONNOR	5399
V391093	3,056.45	.00		ALMQUIST, ANNA PATRICIA	168
V391094	2,017.11	.00		GUERRA, SARAH	1470
V391095	7,914.80	.00		JIMENEZ, ADRIA	2297
V391096	1,160.22	.00		KIRK, RALPH	384
V391097	2,158.68	.00		LOPEZ, ANGELICA	2928
V391098	3,474.67	.00		CERDA, JUAN	831
V391099	4,858.33	.00		CULL, ROBERT	1012
V391100	2,247.96	.00		FLORES, CHRISTOPHER	464
V391101	3,420.67	.00		HOPKINS, NICHOLAS	627

SELECTION CRITERIA: checkhis.pay_run='NE1'
ALL CHECKS

V391102	3,074.73	.00	LESTER, ALEXANDER	2868
V391103	2,001.28	.00	MACIAS, JUDITH	2996
V391104	2,755.97	.00	MAYORQUIN, RAYMUNDO	221
V391105	2,909.82	.00	TART, ANDRE	5235
V391106	1,247.01	.00	TELLEZ, ALMA	667
V391107	2,942.89	.00	ALVAREZ, JOSHUA	458
V391108	2,036.66	.00	CASTANEDA, GUADALUPE	280
V391109	2,546.33	.00	CASTELLANOS, CARLOS	515
V391110	2,641.03	.00	CATALDO, JOHN	766
V391111	3,049.69	.00	CRAVENS, ROBERT	658
V391112	2,233.39	.00	DAVIS-VALENTINE, SUZANNE	1085
V391113	655.10	.00	DINH, MICHELLE	433
V391114	6,772.00	.00	FOULKES, MATTHEW	9
V391115	1,423.91	.00	GUZMAN, FEDERICO	1918
V391116	2,376.00	.00	LI, CELINE	832
V391117	4,123.24	.00	LUNA, HARALD	264
V391118	3,095.01	.00	MCALEESE, IAN	159
V391119	3,392.86	.00	NAVARRO, SANDRA	93
V391120	2,493.41	.00	SANTOS, RUTH	4640
V391121	49.27	.00	SCHOALES, JAMES CRAIG	4655
V391122	1,925.93	.00	TAE, RAY	5196
V391123	4,300.38	.00	THAI, LOTUS	536
V391124	2,436.30	.00	ZAPIEN, ERNESTINE	5777
V391125	47.39	.00	DAVIS, MONIQUE	386
V391126	47.39	.00	DIEP, DEBORAH	1208
V391127	47.39	.00	JUDEH, MIRVAT	389
V391128	47.39	.00	PATINO ESCALONA, HECTOR	387
V391129	3,602.13	.00	DHAUW, MELISSA	1170
V391130	1,020.97	.00	MARTINEZ, RICHARD	834
V391131	3,295.63	.00	SUAREZ, SARABETH	5169
V391132	3,192.05	.00	YOON, JIWON	91
V391133	431.99	.00	BARR, LISA	366
V391134	1,839.12	.00	BARRAZA, TAYLOR	501
V391135	2,622.81	.00	COTA, LORRAINE	954
V391136	5,842.31	.00	DAVENPORT, JOSEPH	1094
V391137	6,397.76	.00	GEYER, BRADLEY	1692
V391138	6,783.12	.00	NGUYEN, NGHIA	3755
V391139	7,356.75	.00	NUNES, FRANK	3813
V391140	2,840.42	.00	SEMAAN, NADIA	4740
V391141	1,791.69	.00	CHARNES, LANCE	783
V391142	9,817.65	.00	DIERINGER, RYAN	1145
V391143	4,099.75	.00	JIMENEZ, ROBERT	352
V391144	3,229.88	.00	KIM, HYUN	328
V391145	3,332.15	.00	LAM, DAVID	2790
V391146	599.66	.00	LOVCHIK, MICHAEL	6
V391147	4,219.04	.00	MIKIEWICZ, SIMON	3360
V391148	1,335.21	.00	NOVOTNY, MARY	3705
V391149	6,494.14	.00	TOMSICK, MARTIN	5360
V391150	2,841.02	.00	ALCALA, BRITTANY	58
V391151	2,582.63	.00	ARIAS, KALEA	592
V391152	2,692.45	.00	BARAJAS, MAYRA	357
V391153	2,471.78	.00	BINYON, ERIC	506
V391154	5,606.24	.00	BRANDSTETTER, JAMES	629
V391155	5,152.38	.00	BUTH, CATHERINE	561
V391156	3,925.73	.00	CARPENTER, SCARLET	1663
V391157	778.88	.00	CIFUENTES MEDINA, DANNA	671

SELECTION CRITERIA: checkhis.pay_run='NE1'
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V391158	974.36	.00	CORTEZ TORRES, AMANDA	450
V391159	979.64	.00	DIERINGER, REGINA	1515
V391160	4,269.14	.00	ESCOBEDO, STACEY	1530
V391161	4,239.61	.00	ESQUETINI, MARIA	1536
V391162	2,206.29	.00	HERNANDEZ, ISABELLA	112
V391163	1,203.54	.00	MADHAE, DEEPINDER	555
V391164	3,817.55	.00	MAERKER, ELIZABETH	3017
V391165	5,042.41	.00	MCGRATH, CODY	3220
V391166	814.44	.00	MENDOZA ESPINOZA, MYA	532
V391167	970.44	.00	MONTANO, BRIANNA	816
V391168	753.43	.00	ONTIVEROS, STEVEN	342
V391169	4,707.25	.00	OSEJO, SOFIA	833
V391170	2,773.73	.00	PALMA CARDENAS, DIANA	3970
V391171	879.85	.00	PARRA, ANGEL	498
V391172	972.94	.00	RODRIGUEZ TZAJ, SANDY	604
V391173	1,000.38	.00	RODRIGUEZ VILLA, YARELI	205
V391174	2,248.37	.00	SAUCEDA, CATHLEEN	4645
V391175	3,670.25	.00	SHERIFF, SAMANTHA	2096
V391176	823.79	.00	SILVERIO, SAMANTHA	497
V391177	4,464.65	.00	TANIGUCHI, MELISSA	5230
V391178	876.80	.00	VELLANOWETH, KRISTINE	217
V391179	605.27	.00	WOOD, HUNTER	605
V391180	.00	.00	CHAN, KARA	795
V391181	2,579.93	.00	FIORE, KATE	1560
V391182	2,238.56	.00	FLOHRA, KARAN	516
V391183	3,503.50	.00	FOX, CHARITY	1641
V391184	700.56	.00	KUHN, MICHELLE	2730
V391185	789.90	.00	KUHN, TARI	2747
V391186	2,244.45	.00	MAERTZ, DANA	3018
V391187	3,176.08	.00	MENDIVEL, CHRISTINA	3299
V391188	2,316.33	.00	NGO, CATHERINE	3752
V391189	2,870.36	.00	PENDLETON, SUN	4080
V391190	1,901.28	.00	TENG, LING-FEI	2871
V391191	2,167.99	.00	UMLAH, AMBER	5435
V391192	1,910.77	.00	YBARRA, DELIA	529
V391193	6,550.22	.00	BATES, PATRICK	378
V391194	5,228.58	.00	BELTRAN, CHRISTINA	13
V391195	4,676.27	.00	BLACKWOOD, PHALANN	550
V391196	5,200.74	.00	BOURNE, CLIFFORD	5612
V391197	5,032.56	.00	BOYD, ROBERT	584
V391198	5,285.31	.00	BOYER, CAMERON	585
V391199	3,484.60	.00	BRAVO, ISABEL	420
V391200	4,759.25	.00	CAMPOS, LOLANI	728
V391201	4,118.57	.00	CERDA, SERGIO	240
V391202	3,946.59	.00	CHAVEZ, ALEJANDRO	182
V391203	4,729.43	.00	CHAVEZ, ANTONY	246
V391204	2,258.38	.00	CHO, YOUNGVEEN	758
V391205	3,861.35	.00	CURATOLA, ANTHONY	350
V391206	4,346.21	.00	DAVIS, JONATHAN	1083
V391207	5,343.75	.00	ESCAMILLA, MARIO	1529
V391208	4,676.27	.00	ESCOBEDO, DOMINICK	1521
V391209	5,202.30	.00	ESTRELLA, CARL JOSEPH	415
V391210	5,606.47	.00	FRANKLIN, KEVIN	1649
V391211	6,875.68	.00	GALOS, MICHAEL	1680
V391212	4,850.63	.00	GANO, KEVIN	1742
V391213	4,039.43	.00	GARCIA, JONATHAN	514

SELECTION CRITERIA: checkhis.pay_run='NE1'
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V391214	5,975.89	.00	GENTNER, GEORGE	1765
V391215	2,070.31	.00	GONZALEZ, CHRISTIAN	813
V391216	4,364.96	.00	GONZALEZ, LUIS	164
V391217	4,970.83	.00	GONZALEZ, OSCAR	1785
V391218	5,155.80	.00	HERST, RYAN	2102
V391219	4,724.16	.00	HOGAN, CHRISTIAN MICHAEL	138
V391220	6,927.69	.00	HONG, ALEX	2130
V391221	6,849.18	.00	JIMENEZ, GUSTAVO	2285
V391222	7,217.58	.00	JOHNSON, BRYAN	2300
V391223	2,265.87	.00	LEE, DAE WON	814
V391224	6,066.60	.00	LEPE, SERGIO	2901
V391225	5,081.38	.00	LIRA, JOSEPH	133
V391226	3,780.96	.00	LOPEZ, GUILLERMO	2958
V391227	5,966.90	.00	LOVETERE, JOSEPH	2962
V391228	4,530.71	.00	LUONG, AARON	577
V391229	4,703.68	.00	MARTINEZ, JESUS	117
V391230	5,991.56	.00	MEDRANO, JULIAN	3223
V391231	5,196.90	.00	MEKDARA, BOBBY	624
V391232	3,132.23	.00	MEONO, ROBIN	351
V391233	4,174.40	.00	MOELLER, SARAH	3590
V391234	5,077.71	.00	MORALES, FRANK	3489
V391235	3,717.23	.00	MORQUECHO, FERNANDO	510
V391236	6,638.82	.00	MUNOZ, OSCAR	3605
V391237	4,114.25	.00	MURILLO CASTRO, JULIAN	268
V391238	3,518.55	.00	NGUYEN, ANTHONY	258
V391239	7,022.63	.00	NYHUS, CHRISTOPHER	3808
V391240	5,659.71	.00	O'DETTE, DIRK	3823
V391241	6,711.38	.00	OH, WILLIAM	326
V391242	2,866.55	.00	OSORIO, STEVIE	573
V391243	5,051.66	.00	PADILLA, VALERIE	108
V391244	6,347.04	.00	PINO, RICHARD	4171
V391245	9,933.76	.00	PLUMLEE, ROGER	4180
V391246	6,229.33	.00	PROCEL, ANDY	4243
V391247	5,803.30	.00	RAMIREZ, ANGEL	4314
V391248	4,900.61	.00	RANGEL, PRISCILLA	4337
V391249	6,995.88	.00	REYES, HUGO	98
V391250	4,474.74	.00	RODRIGUEZ, CHRISTIAN	4476
V391251	4,758.17	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V391252	10,060.05	.00	RUBALCAVA, EFRAIN	4590
V391253	4,880.71	.00	SALAZAR, RYAN	4626
V391254	5,932.13	.00	SHADDOW, JON-MICHAEL	4837
V391255	5,783.64	.00	SOLIS, DANIEL	5000
V391256	2,260.80	.00	SOUSA, MATTHEW	596
V391257	4,176.66	.00	TEWELL, MELISSA	5282
V391258	6,409.68	.00	TRAN, TUYET	5424
V391259	3,881.93	.00	WILLIAMS-GIROUX, JACOB	499
V391260	7,767.80	.00	COLON, BOBBY	900
V391261	8,973.13	.00	LEE, CONNOR	2861
V391262	2,388.65	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V391263	5,051.01	.00	ORTEGA, MICHAEL	104
V391264	2,047.39	.00	RAMIREZ, ARIANNA	86
V391265	5,659.15	.00	RICE, JAMES	4408
V391266	3,171.25	.00	SILVA, OSCAR	4886
V391267	3,249.56	.00	VAZQUEZ-CAMACHO, MARLENE	101
V391268	6,468.87	.00	VU, JEFFREY	5519
V391269	250.27	.00	BAIR, JOHN	284

SELECTION CRITERIA: checkhis.pay_run='NE1'
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V391270	1,051.49	.00	CASEY, DROUETT	771
V391271	1,799.40	.00	PATTON, DANA	4060
V391272	6,417.93	.00	BAILEY, JOHN	355
V391273	6,197.87	.00	BERNAL, DAVID	480
V391274	5,522.90	.00	BOUDREAU, CORY	583
V391275	2,621.46	.00	BOUDREAU, LAURA	2192
V391276	5,032.21	.00	BOYINGTON, DEVIN	594
V391277	5,249.37	.00	CARNEY, THOMAS	751
V391278	5,114.32	.00	CHRISTIANSEN, ANDREW	97
V391279	3,440.72	.00	EK, CHRISTOPHER	1477
V391280	4,717.52	.00	KALAGIAN, BRYANT	2436
V391281	2,570.15	.00	LARA, KARON	103
V391282	3,313.54	.00	LOMELI, LISBETH	4516
V391283	3,188.44	.00	LOPEZ, VANESSA	2929
V391284	6,377.48	.00	LOPEZ, WILLYVALDO	2941
V391285	5,186.54	.00	LOWE, AUSTIN	2956
V391286	4,488.33	.00	MOON, DAVID	3479
V391287	2,130.54	.00	MORALES MALDONADO, IVETT	3490
V391288	2,274.35	.00	O'DETTE, NANCY	1920
V391289	5,705.98	.00	PANTOJA, DAVID	3986
V391290	2,628.72	.00	SULLIVAN, STACEY	5160
V391291	3,432.74	.00	TREADWAY, SARA	4210
V391292	4,439.00	.00	TURNER, JERAMIAH	291
V391293	4,543.30	.00	VU, KRISTINE	63
V391294	2,213.42	.00	CARDENAS, MARGARET	336
V391295	2,397.71	.00	IBARRA, KRISTI	88
V391296	6,502.37	.00	MIKHAEL, MINA	3359
V391297	2,199.66	.00	ALMANZA, MINERVA	79
V391298	5,183.07	.00	ALQAM, NADER	71
V391299	4,397.80	.00	ARABOLU, DEEPTHI	178
V391300	3,122.54	.00	CAPISTRANO, FRANCES	74
V391301	3,200.33	.00	COLES, CARINA	77
V391302	2,962.77	.00	ESPARZA-ALMARAZ, AARON	383
V391303	2,911.81	.00	GUZMAN, HECTOR	512
V391304	1,540.89	.00	HA, ALAN	677
V391305	3,246.72	.00	LANNAN, GREGORY	2791
V391306	2,520.30	.00	LEE, HYANG SUN	430
V391307	3,594.18	.00	MILLER, JADEN	513
V391308	.00	.00	PENA, MANUEL	2933
V391309	3,282.20	.00	TRAN, JASON	96
V391310	4,144.33	.00	WRAY, NORMAN	5725
V391311	2,635.59	.00	ZARAGOZA, EDUARDO	5788
V391312	3,307.23	.00	AUBUCHON, LAURIE	250
V391313	2,233.89	.00	GENERA, ELIZABETH	1685
V391314	4,786.81	.00	HUNT, JOSEPH	2249
V391315	1,965.81	.00	LUX, ANDREA	2972
V391316	2,437.79	.00	VENEGAS MENDEZ, JAVIER	5491
V391317	3,466.18	.00	BACA, ANDREW	315
V391318	3,749.28	.00	BRITO, MICHAEL	642
V391319	1,387.47	.00	CASTRO, EFRAIN	641
V391320	708.13	.00	CASTRO, JOHN	540
V391321	3,096.46	.00	ESCATEL-OROSCO, PEDRO	1537
V391322	1,333.91	.00	ESPINOSA, GUIDO	637
V391323	1,449.49	.00	GONZALES, DERRICK	635
V391324	2,701.25	.00	GONZALEZ, ALEJANDRO	1783
V391325	1,808.94	.00	GONZALEZ, KONRAD	587

SELECTION CRITERIA: checkhis.pay_run='NE1'
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V391326	4,363.02	.00	LIBUNAO, NINO	2912
V391327	1,572.77	.00	LISCANO, CHRISTOPHER	850
V391328	1,670.96	.00	MARASCO, MATTHEW	289
V391329	1,413.76	.00	MORALES, LEONARDO	819
V391330	2,464.87	.00	MUNOZ, JOHNNY	144
V391331	2,007.34	.00	NAJERA, JESSE	3630
V391332	3,013.39	.00	RIVERA, JOE	4450
V391333	2,627.35	.00	RODRIGUEZ, OSCAR	131
V391334	2,286.79	.00	SERNA, JUAN	4728
V391335	2,811.41	.00	TORREZ, JAVIER	69
V391336	2,949.04	.00	CARRILLO, EDWARD	765
V391337	1,821.19	.00	CHAVEZ, CAESAR	544
V391338	2,971.23	.00	ELLS, ZACHARY	1500
V391339	2,843.65	.00	ENNIS, JOSEPH	262
V391340	2,326.36	.00	ESPINO, KEVIN	517
V391341	4,399.33	.00	FINCH, BARRETT	1574
V391342	3,553.42	.00	HAGAN, KEVIN	1947
V391343	3,055.43	.00	KVENBO, SCOTT	2750
V391344	2,026.08	.00	LAUTERIO, MATTHEW	533
V391345	2,476.37	.00	MARTINEZ, MARCO	215
V391346	4,737.38	.00	MCGEE, MICHAEL	9306
V391347	2,184.20	.00	MILLER, DAVID	3390
V391348	3,097.16	.00	MOJARRO, ANDREW	3082
V391349	3,735.44	.00	MOORE, FRANK	3486
V391350	1,765.40	.00	MYLLES, JOSHUA	279
V391351	1,925.40	.00	PRECIADO, CAMDEN	134
V391352	2,438.66	.00	SANCHEZ, JUAN	4617
V391353	2,344.09	.00	SPEAR, ANTHONY	5011
V391354	3,340.79	.00	STEPHENSON, MARK	5122
V391355	2,693.86	.00	TAVARES, JAMEY	5231
V391356	1,840.90	.00	ALVAREZ, CARLOS	136
V391357	1,333.87	.00	AVILA, NICHOLAS	744
V391358	2,506.95	.00	DAHL, TERRY	1084
V391359	2,350.28	.00	DOMINGUEZ, KEVIN	565
V391360	1,343.99	.00	GARCIA DEL TORO, JOSE	845
V391361	2,510.62	.00	GARCIA ORTEGA, JOSE	1636
V391362	2,127.22	.00	GRIMES, DAVID	1881
V391363	2,154.12	.00	GUZMAN, KEVIN	132
V391364	2,395.63	.00	KOSS, MICHAEL	2718
V391365	3,185.68	.00	MARTINEZ, GABRIEL	3139
V391366	2,702.25	.00	MELLADO, KIM	3289
V391367	2,837.92	.00	MERROW, MATTHEW	3316
V391368	2,516.58	.00	OTTEN, DAVID	3869
V391369	3,684.38	.00	PORTER, JEFFREY	4174
V391370	1,333.87	.00	RAMOS, NIKOLAS	815
V391371	2,904.80	.00	RODRIGUEZ, EDWARD	4479
V391372	1,971.28	.00	RUIZ, ALEJANDRO	416
V391373	1,363.77	.00	SAILIATA, RAYMOND	648
V391374	1,333.87	.00	SOLOMAN, ROBERTO	654
V391375	2,461.68	.00	TORRES, SALVADOR	234
V391376	2,393.31	.00	WELLS, ANTHONY	5610
V391377	3,161.66	.00	CAMPIZTA, ADAM	225
V391378	2,948.31	.00	DE LA CRUZ, RICARDO	558
V391379	3,553.58	.00	MACIAS, RAYMOND	2998
V391380	2,798.39	.00	WEAR, JOHN	5606
V391381	2,298.61	.00	ALARCON, ALEXANDER	485

SELECTION CRITERIA: checkhis.pay_run='NE1'
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V391382	6,944.94	.00	BOX, JAMES	576
V391383	2,231.81	.00	CHAVEZ, ARIANA	788
V391384	23.70	.00	CHENCINSKI, COLETTE	487
V391385	2,031.94	.00	CONTRERAS, SAUL	95
V391386	12.70	.00	DE LA LUZ, ALICIA	408
V391387	.00	.00	FRUTOS, JERRY	488
V391388	23.70	.00	HOLGUIN, COURTNEY	394
V391389	3,696.13	.00	KURATA, DALE	2749
V391390	2,194.85	.00	MANCILLA, JSSICA	451
V391391	2,449.96	.00	MARTINEZ, SERENA	3147
V391392	2,164.21	.00	MOMPELLER, JUSTICE	443
V391393	23.70	.00	NEVAREZ, VERONICA	588
V391394	895.48	.00	SANCHEZ, CHRISTOPHER	236
V391395	3,492.59	.00	SAUCEDA, MARK	4642
V391396	8.70	.00	WALKER, SHARENA	524
V391397	23.70	.00	WALLACE, DEAN	402
V391398	1,177.91	.00	ALVARADO, ADRIAN	89
V391399	624.82	.00	BAHENA, PEDRO	148
V391400	600.15	.00	BAKER, JAMISON	465
V391401	503.15	.00	BARENG, KATHERINE	33
V391402	503.15	.00	CARVENTE, GIANJAVIER	334
V391403	853.13	.00	CISNEROS, MICHELLE	812
V391404	68.62	.00	CONSTANTINE, NATALIE	837
V391405	347.63	.00	DURGIN, JAYLIND	186
V391406	439.11	.00	ESCAMILLA PATRICIO, DANIELLE	534
V391407	498.58	.00	GARCIA, MICHELE	171
V391408	375.07	.00	GONZALEZ, ISAAC	294
V391409	977.09	.00	GUERRA, ATHZIRI	141
V391410	769.62	.00	GUERRA, ROCCO	44
V391411	301.89	.00	GUILLEN, JAYDEN	339
V391412	822.81	.00	GUTIERREZ, MICHELLE	1925
V391413	1,268.69	.00	HERNANDEZ, KATE	2091
V391414	247.00	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V391415	679.93	.00	HOLLOWAY, ELIZABETH	2185
V391416	343.06	.00	LEOS LOPEZ, EVELYN	836
V391417	539.74	.00	LEWIS, ALEC	266
V391418	448.54	.00	MAGANA, ADAM	173
V391419	91.48	.00	MAY, REBECCA	3
V391420	649.47	.00	MOLINA, LILLY	611
V391421	787.29	.00	MORENO, ANDREW	161
V391422	812.33	.00	NGHIEM, NATALIE	249
V391423	567.18	.00	OCHOA, ALAN	192
V391424	328.20	.00	ONTIVEROS, IZABELLA	3864
V391425	68.62	.00	REYES, JETH	844
V391426	525.12	.00	RIVERA GOMEZ, YAMILEX	4432
V391427	68.62	.00	RODRIGUEZ, JACOB	839
V391428	674.14	.00	RODRIGUEZ, KAREN	538
V391429	539.74	.00	RODRIGUEZ, MIKAYLA	295
V391430	64.04	.00	ROQUE, KATRINA	38
V391431	750.56	.00	RUIZ, LUIS	527
V391432	724.16	.00	SANCHEZ, NATHAN	504
V391433	68.62	.00	SANTANA, JOZELYN	838
V391434	68.62	.00	SCOTT, EMANY	842
V391435	475.70	.00	SHRESTHA, SALIS	610
V391436	665.91	.00	SOLTERO, JESSE	177
V391437	164.67	.00	SORIA, NOAH	5004

SELECTION CRITERIA: checkhis.pay_run='NE1'
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V391438	765.80	.00	STRICKLER, LINDA	5135
V391439	723.49	.00	TAPIA, ANGELICA	306
V391440	173.81	.00	THANKESWARAN, HASHMITHAA	543
V391441	820.16	.00	THOMSEN, MATTHEW	194
V391442	68.62	.00	TUCKER, JOSEPHINE	843
V391443	2,807.86	.00	VAN SICKLE, MICHELLE	2076
V391444	512.52	.00	VAZQUEZ, OSCAR	152
V391445	696.10	.00	VELOZ, SABRINA	146
V391446	748.21	.00	WEBER, ISABELLA	614
V391447	201.26	.00	WONGSUPHAKPHAN, BRIANNA	337
V391448	846.79	.00	AGUILAR, KASSANDRA	685
V391449	860.30	.00	AGUILERA, CIENNA	617
V391450	155.09	.00	ARMENTA, JESSICA	599
V391451	437.60	.00	BARNES, JOSIAH	619
V391452	2,120.25	.00	BUENROSTRO, ADRIAN	598
V391453	1,013.87	.00	CATAN, KYLIE ROSE	185
V391454	444.69	.00	CLOCK, AUDREY	201
V391455	689.32	.00	CROCKETT, ALLISON	199
V391456	306.31	.00	DIXON, DAVONNE	563
V391457	566.92	.00	GALLEGOS, INARI	572
V391458	153.16	.00	GLYNN, FIONA	115
V391459	863.46	.00	GONZALEZ, EMBERLY	204
V391460	306.31	.00	LU, AIDEN	660
V391461	721.53	.00	POTTER, ALEXANDRA	564
V391462	1,512.05	.00	SINGH, YASHPREET	48
V391463	1,139.76	.00	SMITH, JOHN	210
V391464	983.63	.00	TORRES, INEZ	296
V391465	305.58	.00	VACA, SARAH	311
V391466	1,051.26	.00	VALENCIA, JAYDEN	643
V391467	311.93	.00	XA, ANDY	659
V391468	930.22	.00	AGUILAR, KALVIN	23
V391469	402.52	.00	BARTOLO, BRYAN	338
V391470	881.63	.00	CABUSAO, NINA MARINELLA	729
V391471	1,005.18	.00	CHOATE, RACHAEL	511
V391472	859.28	.00	CORRALES, ISAAC	474
V391473	3,087.49	.00	DAVIS, TANIKKA	1082
V391474	1,508.24	.00	GRACIA, TONY	622
V391475	906.61	.00	HONG, YI	2189
V391476	3,136.24	.00	HURTADO, MARIA	353
V391477	674.14	.00	KENDRIX, PERRY	741
V391478	1,442.74	.00	LARIZ RUBALCAVA, CARLOS	429
V391479	558.04	.00	LIZARRAGA, ERIK	483
V391480	2,180.14	.00	LOZANO, WILFREDO	621
V391481	2,459.49	.00	MARQUEZ PINEDO, ANALISA	3118
V391482	1,222.85	.00	MEGGINSON, MARK	562
V391483	788.80	.00	MENDOZA, GISELLE	522
V391484	429.96	.00	MORISON, MATTHEW	243
V391485	2,785.20	.00	NIELSEN, ROSEMARY	3760
V391486	916.18	.00	ORTIZ, YAHAIRA	241
V391487	501.15	.00	ROJAS, ASHLEY	473
V391488	544.78	.00	RUIZ, GIANCARLO	466
V391489	494.00	.00	SALAZAR, NICHOLAS	661
V391490	859.28	.00	SANCHEZ, MARIA	818
V391491	521.44	.00	SANDOVAL, RYAN	663
V391492	420.81	.00	SINGH, YASMINE	479
V391493	924.69	.00	SOSA, ELIANNA	341

SELECTION CRITERIA: checkhis.pay_run='NE1'
ALL CHECKS

V391494	608.38	.00	TOLEDO, ISAAC	742
V391495	324.70	.00	VEGA-MATA, PEDRO	278
V391496	701.68	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL
CHECK: 445 1,191,525.25 .00

TOTAL
CHECKS: 445 1,191,525.25 .00

October 14, 2025
CONSENT CALENDAR
Item No. 4A.

City Council Agenda Report

TREASURER'S REPORT FOR THE MONTH OF AUGUST 2025

PREPARED BY	PRESENTED BY
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Sung Hyun. Director of Finance	Aaron France, City Manager

RECOMMENDED ACTION

Receive and file the reports.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City of Buena Park's Investment Policy adopted by the City Council on February 25, 2025, requires the City Treasurer to submit a detailed investment report to the City Council. Attached for review are the Treasurer's Investment Reports for the month of August 2025. All of the investments listed meet the requirements of both the Government Code and the City Investment Policy.

BUDGET IMPACT

None.

Attachments

Treasurers Report Att1of4.pdf
Treasurers Report Att2of4.pdf
Treasurers Report Att3of4.pdf
Treasurers Report Att4of4.pdf

CITY OF BUENA PARK
Treasurer's Report of Monies on Deposit
Period Ending August 31, 2025

DESCRIPTION	City Book Balance	RDA Bond Proceeds Series B	Total
Union Bank - City Checking Account	7,687,500.80	-	7,687,500.80
Union Bank - Outstanding checks	(3,381,052.39)	-	(3,381,052.39)
Union Bank - Outstanding deposits	196,308.96	-	196,308.96
	4,502,757.37	-	4,502,757.37
Local Agency Investment Fund	23,399,907.60	-	23,399,907.60
Governmental Agency Securities	21,490,635.55	-	21,490,635.55
CMBS	8,707,070.33	-	8,707,070.33
Money Market Mutual	1,456,650.32	1,372,512.85	2,829,163.17
Supranational	3,383,135.00	-	3,383,135.00
Corporate	26,869,092.85	-	26,869,092.85
U S Treasury	45,834,537.14	-	45,834,537.14
Payables/Receivable	98,134.79	-	98,134.79
	131,239,163.58	1,372,512.85	132,611,676.43
Total	135,741,920.95	1,372,512.85	137,114,433.80

Fund Description	Cash Balance
11 - General Fund	52,232,854.89
12 - Economic Development Fund	9,143,847.92
13 - Measure R	4,727,349.88
17 - Opioid Settlement Fund	869,800.15
18 - Local Law Enforcement Fund	76,527.44
20 - Asset Forfeiture Fund	655,376.92
21 - Capital Project Fund	(178,638.59)
22 - Prop 172 PD Augment Fund	115,586.79
23 - State Law Enf Supp Fund	73,759.24
24 - State Gas Tax Fund	7,748,424.30
25 - Measure M2	3,329,513.63
28 - HOME Deferred Loan Fund	1,153,439.12
29 - Economic Development Fund (CDBG)	535,664.16
30 - State OCATT Fund	(109,526.46)
31 - Calhome Program	1,498,988.64
32 - Park In-Lieu Fund	-
33 - Traffic Congestion Relief Fund	87,107.19
40 - AB 2766 (AQMD) Fund	494,046.73
52 - Water Enterprise Fund	32,580,346.37
53 - Wastewater Enterprise Fund	(1,036,107.56)
54 - Water Impact Fund	2,452.55
55 - Sewer Impact Fund	2,177.16
62 - Workers' Comp Self-Ins Fund	4,887,605.78
63 - Public Liab Self-Ins Fund	277,494.75
65 - Accrued Leave Fund	586,503.01
71 - Equip Maint & Replacement Fund	8,453,545.76
73 - Payroll Revolving Fund	-
74 - Management Info Systems Fund	2,035,157.14
77 - Gov't Buildings Maintenance Fund	213,048.27
96 - Tourism & Marketing Dist	289,608.93
97 - Successor Fund to RDA	4,678,094.76
98 - Housing Successor Fund	1,690,384.93
Total Cash	137,114,433.80

* All investments are made in accordance with the City's adopted investment policy.
* The City has sufficient resources to meet expenditures for the next six (6) months.

PORTFOLIO SUMMARY

City of Buena Park Core | Account #405 | As of August 31, 2025

Portfolio Characteristics

Average Modified Duration	2.09
Average Coupon	3.44%
Average Purchase YTM	3.89%
Average Market YTM	3.88%
Average Credit Quality*	AA+
Average Final Maturity	2.32
Average Life	2.15

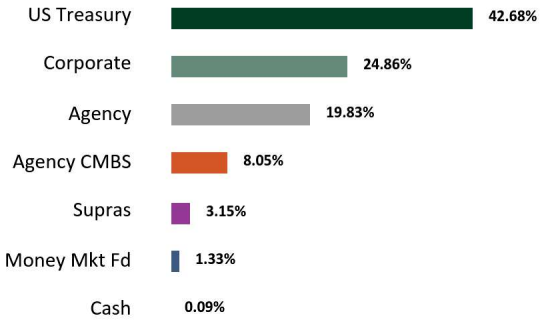
Account Summary

	End Values as of 07/31/2025	End Values as of 08/31/2025
Market Value	108,680,843.81	109,838,117.80
Accrued Interest	885,125.29	760,932.77
Total Market Value	**109,565,969.10**	**110,599,050.57**
Income Earned	349,155.02	255,234.30
Cont/WD	(8,127.11)	(8,145.46)
Par	109,467,452.29	109,884,785.11
Book Value	108,525,236.17	108,992,895.12
Cost Value	107,353,898.66	107,839,255.98

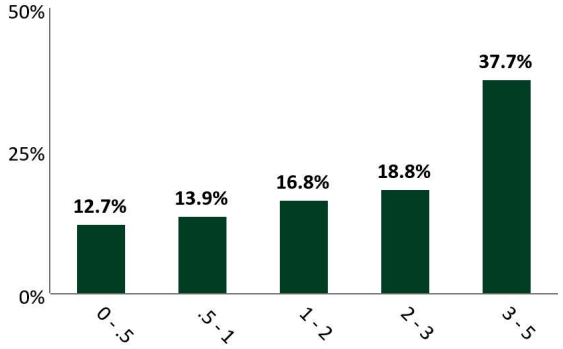
Top Issuers

Government of The United States	42.68%
Farm Credit System	10.37%
FHLMC	8.05%
Federal Home Loan Banks	7.11%
Inter-American Development Bank	1.79%
BlackRock, Inc.	1.38%
American Express Company	1.37%
Federal Home Loan Mortgage Corp	1.36%

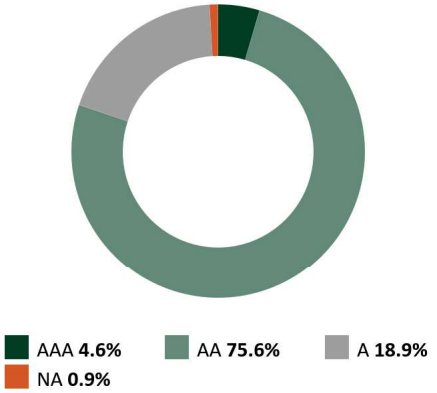
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Core	0.95%	1.65%	4.21%	4.67%	5.45%	4.19%	1.65%	1.95%	2.46%
Benchmark Return	0.93%	1.54%	4.01%	4.46%	5.23%	3.97%	1.46%	1.78%	2.27%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-5 Year US Treasury Index Secondary Benchmark:

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of August 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	8.1	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	10.4	Compliant	
Max Maturity (Years)	5.0	4.6	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	24.9	Compliant	
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of August 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	19.8	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	10.4	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max % (MV)	35.0	0.0	Compliant	
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	1.3	Compliant	
Max % Issuer (MV)	20.0	1.3	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of August 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	3.2	Compliant	
Max % Issuer (MV)	10.0	1.8	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	42.7	Compliant	
Max % Issuer (BV)	100.0	42.9	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

City of Buena Park Core | Account #405 | As of August 31, 2025

Maturities / Calls

Month to Date	**(3,000,000.00)**
Fiscal Year to Date	**(4,300,000.00)**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**5,607,317.40**
Fiscal Year to Date	**8,670,268.77**

Sales

Month to Date	**(2,276,518.42)**
Fiscal Year to Date	**(3,762,678.66)**

Interest Received

Month to Date	**347,473.65**
Fiscal Year to Date	**632,391.89**

Purchased / Sold Interest

Month to Date	**(8,529.21)**
Fiscal Year to Date	**(8,529.21)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	108,525,236.17	108,208,077.94
Maturities/Calls	(3,000,000.00)	(4,300,000.00)
Principal Paydowns	0.00	0.00
Purchases	5,607,317.40	8,670,268.77
Sales	(2,276,518.42)	(3,762,678.66)
Change in Cash, Payables, Receivables	96,377.59	94,964.23
Amortization/Accretion	40,482.38	82,262.83
Realized Gain (Loss)	0.00	0.00
Ending Book Value	108,992,895.12	108,992,895.12

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	108,680,843.81	108,723,158.16
Maturities/Calls	(3,000,000.00)	(4,300,000.00)
Principal Paydowns	0.00	0.00
Purchases	5,607,317.40	8,670,268.77
Sales	(2,276,518.42)	(3,762,678.66)
Change in Cash, Payables, Receivables	96,377.59	94,964.23
Amortization/Accretion	40,482.38	82,262.83
Change in Net Unrealized Gain (Loss)	689,615.03	330,142.47
Realized Gain (Loss)	0.00	0.00
Ending Market Value	109,838,117.80	109,838,117.80

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
AGENCY									
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	1,500,000.00	10/19/2020 0.47%	1,492,845.00 1,499,912.50	99.77 4.30%	1,496,571.90 2,468.75	1.36% (3,340.60)	Aa1/AA+ AA+	0.06 0.06
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,100,000.00	11/18/2020 0.52%	1,099,021.00 1,099,963.84	99.33 4.25%	1,092,599.49 1,741.67	0.99% (7,364.35)	Aa1/AA+ AA+	0.19 0.18
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	895,000.00	05/31/2023 4.31%	899,072.25 895,449.05	100.03 4.35%	895,252.09 8,838.13	0.82% (196.95)	Aa1/AA+ AA+	0.28 0.27
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	2,000,000.00	06/07/2023 4.37%	1,987,746.00 1,997,805.62	99.99 4.15%	1,999,708.82 1,145.83	1.82% 1,903.20	Aa1/AA+ AA+	0.49 0.47
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00	03/16/2023 4.23%	997,070.00 999,482.15	100.06 4.01%	1,000,568.18 19,250.00	0.91% 1,086.03	Aa1/AA+ AA+	0.53 0.51
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	2,000,000.00	05/09/2023 3.90%	2,005,460.00 2,001,203.82	100.00 4.00%	1,999,957.20 27,333.33	1.82% (1,246.62)	Aa1/AA+ AA+	0.66 0.63
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	1,000,000.00	08/24/2023 4.82%	998,180.00 999,492.76	100.62 3.92%	1,006,241.51 10,423.61	0.92% 6,748.75	Aa1/AA+ AA+	0.78 0.75
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	10/31/2023 5.06%	998,600.00 999,536.13	100.96 3.91%	1,009,616.94 4,305.56	0.92% 10,080.81	Aa1/AA+ AA+	0.91 0.88
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	2,000,000.00	07/22/2024 4.35%	2,014,366.00 2,008,840.62	101.37 3.82%	2,027,428.46 20,555.56	1.85% 18,587.84	Aa1/AA+ AA+	1.78 1.68
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,600,000.00	09/11/2023 4.50%	1,591,334.40 1,594,756.91	102.17 3.61%	1,634,680.05 33,638.89	1.49% 39,923.14	Aa1/AA+ AA+	3.02 2.75
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	2,500,000.00	11/14/2023 4.73%	2,488,100.00 2,492,377.48	102.79 3.69%	2,569,659.55 34,687.50	2.34% 77,282.07	Aa1/AA+ AA+	3.20 2.92
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	2,000,000.00	01/29/2024 4.05%	1,984,380.00 1,989,365.66	100.89 3.59%	2,017,842.88 9,256.94	1.84% 28,477.22	Aa1/AA+ AA+	3.38 3.13
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	1,750,000.00	04/10/2024 4.66%	1,727,792.50 1,733,938.89	102.49 3.63%	1,793,571.08 29,986.98	1.63% 59,632.19	Aa1/AA+ AA+	3.61 3.26
3130B1BC0	FEDERAL HOME LOAN BANKS 4.625 06/08/2029	1,200,000.00	06/11/2024 4.50%	1,206,668.40 1,205,036.07	103.44 3.64%	1,241,280.76 12,795.83	1.13% 36,244.69	Aa1/AA+ AA+	3.77 3.41
Total Agency		**21,545,000.00**	**3.96%**	**21,490,635.55** **21,517,161.49**	**101.13** **3.88%**	**21,784,978.90** **216,428.58**	**19.83%** **267,817.42**		**1.83** **1.68**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
AGENCY CMBS									
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	1,000,000.00	01/29/2024 4.42%	961,171.88 978,763.02	98.68 3.88%	986,792.20 2,703.33	0.90% 8,029.18	Aaa/AA+ AA+	1.98 1.82
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	1,250,000.00	06/10/2025 4.27%	1,234,960.94 1,235,984.01	99.95 3.88%	1,249,343.13 4,083.33	1.14% 13,359.12	Aa1/AA+ AAA	3.07 2.77
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	1,000,000.00	12/09/2024 4.34%	979,062.50 983,026.91	99.54 3.88%	995,417.20 3,150.00	0.91% 12,390.29	Aaa/AA+ AA+	3.15 2.87
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	1,000,000.00	04/17/2025 4.21%	981,015.63 982,859.18	99.21 3.90%	992,125.50 3,075.00	0.90% 9,266.32	Aaa/AA+ AA+	3.40 3.07
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	1,000,000.00	09/17/2024 3.74%	980,625.00 984,678.05	97.81 3.92%	978,092.10 2,748.33	0.89% (6,585.95)	Aa1/AA+ AAA	3.65 3.31
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	1,000,000.00	10/30/2024 4.49%	939,101.56 949,504.76	96.59 3.98%	965,891.10 2,500.00	0.88% 16,386.34	Aa1/AA+ AAA	4.07 3.40
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	1,250,000.00	06/10/2025 4.35%	1,132,421.88 1,138,078.07	92.31 3.99%	1,153,912.38 2,155.21	1.05% 15,834.30	Aa1/AA+ AAA	4.40 4.09
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	1,500,000.00	03/26/2025 4.40%	1,498,710.94 1,498,821.47	101.40 4.01%	1,521,032.40 5,515.00	1.38% 22,210.93	Aaa/AA+ AA+	4.56 3.78
Total Agency CMBS		**9,000,000.00**	**4.29%**	**8,707,070.33** **8,751,715.47**	**98.33** **3.93%**	**8,842,606.00** **25,930.21**	**8.05%** **90,890.53**		**3.60** **3.18**
CASH									
CCYUSD	Receivable	98,134.79	--	98,134.79 98,134.79	1.00 0.00%	98,134.79 0.00	0.09% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**98,134.79**		**98,134.79** **98,134.79**	**1.00** **0.00%**	**98,134.79** **0.00**	**0.09%** **0.00**		**0.00** **0.00**
CORPORATE									
89114QCK2	TORONTO-DOMINION BANK 0.75 09/11/2025	1,000,000.00	05/26/2021 0.91%	993,120.00 999,956.09	99.89 5.16%	998,894.83 3,541.67	0.91% (1,061.26)	A2/A- AA-	0.03 0.03
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	1,000,000.00	11/08/2022 5.36%	1,000,960.00 1,000,061.31	100.19 4.31%	1,001,898.73 16,650.00	0.91% 1,837.42	A1/A+ A+	0.19 0.19
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00	03/16/2023 4.64%	962,870.00 992,052.88	99.41 4.25%	994,080.73 10,980.56	0.91% 2,027.85	A2/A A	0.67 0.65
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	08/24/2023 5.47%	1,001,440.00 1,000,436.78	101.25 4.18%	1,012,516.97 1,995.50	0.92% 12,080.19	Aa2/A+ AA	0.96 0.85

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	1,000,000.00	10/31/2023 5.91%	999,160.00 999,674.14	101.96 4.13%	1,019,611.40 19,770.06	0.93% 19,937.26	Aa3/A+ AA-	1.16 1.02
09247XAN1	BLACKROCK FINANCE INC 3.2 03/15/2027	750,000.00	06/03/2022 3.36%	744,562.50 748,252.01	99.00 3.88%	742,489.53 11,066.67	0.68% (5,762.48)	Aa3/AA- NA	1.54 1.46
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	500,000.00	03/14/2022 2.73%	489,930.00 496,910.03	97.78 3.80%	488,898.52 5,302.78	0.45% (8,011.51)	Aa2/AA A+	1.54 1.47
857477CL5	STATE STREET CORP 4.993 03/18/2027	1,000,000.00	03/19/2024 5.00%	999,860.00 999,927.82	101.55 3.95%	1,015,450.69 22,607.19	0.92% 15,522.87	Aa3/A AA-	1.54 1.37
023135CF1	AMAZON.COM INC 3.3 04/13/2027	500,000.00	06/09/2022 3.59%	493,600.00 497,864.25	99.18 3.82%	495,917.98 6,325.00	0.45% (1,946.27)	A1/AA AA-	1.62 1.54
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	750,000.00	06/29/2022 3.91%	752,805.00 750,942.51	100.04 3.97%	750,300.36 9,250.00	0.68% (642.15)	A2/A+ A+	1.69 1.60
931142EX7	WALMART INC 3.95 09/09/2027	750,000.00	09/08/2022 3.92%	751,140.00 750,449.77	100.26 3.81%	751,946.55 14,154.17	0.68% 1,496.78	Aa2/AA AA	2.02 1.81
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	12/28/2022 4.66%	695,400.00 725,851.20	97.78 4.05%	733,357.57 8,358.33	0.67% 7,506.37	A2/A+ A	2.12 2.01
037833DK3	APPLE INC 3.0 11/13/2027	1,000,000.00	01/27/2023 4.12%	951,990.00 977,932.44	98.59 3.67%	985,919.57 9,000.00	0.90% 7,987.13	Aaa/AA+ NA	2.20 2.09
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	500,000.00	01/27/2023 4.30%	506,670.00 503,181.65	101.57 3.89%	507,861.78 3,258.33	0.46% 4,680.13	A1/A+ NA	2.36 2.20
713448FL7	PEPSICO INC 3.6 02/18/2028	1,000,000.00	03/16/2023 4.29%	969,840.00 984,886.41	99.51 3.81%	995,068.97 1,300.00	0.91% 10,182.56	A1/A+ NA	2.47 2.33
57636QAW4	MASTERCARD INC 4.875 03/09/2028	1,000,000.00	03/16/2023 4.53%	1,015,050.00 1,007,503.95	102.40 3.87%	1,023,984.79 23,291.67	0.93% 16,480.84	Aa3/A+ NA	2.52 2.23
90331HPS6	US BANK NA 4.73 05/15/2028	1,250,000.00	05/12/2025 4.86%	1,250,475.00 1,250,426.43	100.91 4.56%	1,261,332.85 17,409.03	1.15% 10,906.42	A2/A+ A+	2.71 1.60
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,000,000.00	05/09/2023 4.07%	999,240.00 999,588.59	100.53 3.84%	1,005,304.46 11,700.00	0.92% 5,715.87	Aa3/A+ NA	2.71 2.44
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	535,000.00	07/11/2023 4.98%	534,202.85 534,543.18	102.74 3.93%	549,680.27 3,457.44	0.50% 15,137.09	A1/A A+	2.87 2.64
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	1,250,000.00	02/12/2024 4.54%	1,247,675.00 1,248,395.98	101.66 3.98%	1,270,793.24 3,437.50	1.16% 22,397.26	Aa3/A+ NA	3.44 3.08
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/28/2024 4.81%	1,252,025.00 1,251,404.62	102.71 4.01%	1,283,876.45 842.01	1.17% 32,471.83	A1/AA- NA	3.49 3.11
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	1,250,000.00	05/16/2024 4.81%	1,251,912.50 1,251,398.19	102.71 4.01%	1,283,836.13 673.61	1.17% 32,437.94	A2/A A+	3.49 3.19

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
09290DAA9	BLACKROCK INC 4.7 03/14/2029	750,000.00	07/22/2024 4.65%	751,597.50 751,209.39	102.48 3.94%	768,590.41 16,352.08	0.70% 17,381.02	Aa3/AA- NA	3.53 3.10
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	750,000.00	06/11/2024 5.01%	744,682.50 745,982.01	102.88 4.02%	771,601.67 8,083.33	0.70% 25,619.66	A1/A A+	3.78 3.40
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/24/2024 4.81%	1,246,925.00 1,247,654.18	102.37 4.07%	1,279,570.81 10,885.42	1.16% 31,916.64	A2/A A	3.82 3.37
025816EJ4	AMERICAN EXPRESS CO 4.351 07/20/2029	1,500,000.00	07/22/2025 4.32%	1,501,260.00 1,501,216.11	100.52 4.40%	1,507,734.75 6,526.50	1.37% 6,518.64	A2/A- A	3.88 2.67
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	750,000.00	03/26/2025 4.75%	756,720.00 755,960.52	102.43 4.54%	768,216.83 3,967.83	0.70% 12,256.32	A1/A AA-	4.40 3.08
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	1,000,000.00	02/07/2025 4.92%	1,001,400.00 1,001,241.41	103.03 4.19%	1,030,294.05 3,300.00	0.94% 29,052.64	A2/NA A	4.44 3.88
194162AT0	COLGATE-PALMOLIVE CO 4.2 05/01/2030	1,000,000.00	05/01/2025 4.14%	1,002,580.00 1,002,404.65	101.00 3.96%	1,010,007.36 13,883.33	0.92% 7,602.71	Aa3/A+ NA	4.67 4.08
Total Corporate		**27,035,000.00**	**4.46%**	**26,869,092.85 26,977,308.46**	**101.03 4.10%**	**27,309,038.23 267,370.01**	**24.86% 331,729.77**		**2.57 2.21**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	1,456,650.32	-- 4.16%	1,456,650.32 1,456,650.32	1.00 4.16%	1,456,650.32 0.00	1.33% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,456,650.32**	**4.16%**	**1,456,650.32 1,456,650.32**	**1.00 4.16%**	**1,456,650.32 0.00**	**1.33% 0.00**		**0.00 0.00**
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	1,500,000.00	07/24/2023 4.19%	1,454,115.00 1,473,552.22	99.61 3.64%	1,494,212.49 7,145.83	1.36% 20,660.27	Aaa/AAA NA	2.87 2.69
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	2,000,000.00	12/28/2023 3.96%	1,929,020.00 1,954,202.47	98.50 3.65%	1,970,073.84 28,298.61	1.79% 15,871.37	Aaa/AAA NA	3.05 2.83
Total Supranational		**3,500,000.00**	**4.06%**	**3,383,135.00 3,427,754.69**	**98.98 3.65%**	**3,464,286.33 35,444.44**	**3.15% 36,531.64**		**2.97 2.77**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
US TREASURY									
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	1,000,000.00	02/16/2021 0.50%	988,398.44 999,594.35	99.35 4.31%	993,535.16 842.39	0.90% (6,059.19)	Aa1/AA+ AA+	0.17 0.16
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	1,250,000.00	01/11/2021 0.49%	1,243,017.58 1,249,534.25	98.78 4.15%	1,234,790.04 802.48	1.12% (14,744.21)	Aa1/AA+ AA+	0.33 0.32
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	1,250,000.00	03/29/2021 0.85%	1,221,923.83 1,247,584.85	98.47 4.16%	1,230,917.96 407.61	1.12% (16,666.88)	Aa1/AA+ AA+	0.42 0.40
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	1,500,000.00	05/31/2023 4.17%	1,493,437.50 1,498,892.99	99.95 4.11%	1,499,220.71 2,771.74	1.36% 327.71	Aa1/AA+ AA+	0.46 0.44
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	1,500,000.00	09/28/2021 0.93%	1,487,871.09 1,498,442.36	98.17 3.99%	1,472,601.56 4,733.61	1.34% (25,840.81)	Aa1/AA+ AA+	0.58 0.56
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	1,300,000.00	08/29/2022 3.36%	1,255,972.66 1,292,069.81	98.95 4.00%	1,286,329.68 10,403.53	1.17% (5,740.13)	Aa1/AA+ AA+	0.66 0.64
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	1,500,000.00	06/03/2022 2.94%	1,376,484.38 1,476,909.80	97.65 3.98%	1,464,820.31 2,858.61	1.33% (12,089.49)	Aa1/AA+ AA+	0.75 0.73
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	1,000,000.00	04/17/2025 3.95%	1,001,875.00 1,001,284.31	100.14 3.93%	1,001,416.02 8,790.98	0.91% 131.71	Aa1/AA+ AA+	0.79 0.76
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	1,500,000.00	06/03/2022 2.93%	1,364,414.06 1,470,217.60	97.09 3.90%	1,456,417.97 815.22	1.33% (13,799.64)	Aa1/AA+ AA+	0.91 0.89
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	1,600,000.00	10/04/2022 4.00%	1,457,250.00 1,564,768.09	97.80 3.88%	1,564,762.50 1,108.70	1.42% (5.59)	Aa1/AA+ AA+	0.96 0.93
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	1,000,000.00	05/26/2022 2.73%	924,257.81 981,148.19	96.89 3.85%	968,945.31 3,681.69	0.88% (12,202.88)	Aa1/AA+ AA+	1.08 1.05
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	1,000,000.00	05/26/2022 2.72%	937,500.00 982,702.25	96.94 3.79%	969,375.00 3,176.23	0.88% (13,327.25)	Aa1/AA+ AA+	1.25 1.21
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	1,500,000.00	06/03/2022 2.95%	1,391,015.63 1,468,264.59	96.76 3.78%	1,451,425.79 3,209.92	1.32% (16,838.80)	Aa1/AA+ AA+	1.33 1.29
912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	1,500,000.00	06/09/2022 3.08%	1,397,578.13 1,468,778.24	96.93 3.76%	1,453,886.72 1,956.52	1.32% (14,891.52)	Aa1/AA+ AA+	1.42 1.37
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,700,000.00	10/04/2022 3.94%	1,585,050.78 1,661,635.52	97.93 3.73%	1,664,738.28 1,766.98	1.52% 3,102.76	Aa1/AA+ AA+	1.46 1.41
91282CMV0	UNITED STATES TREASURY 3.875 03/31/2027	1,500,000.00	06/17/2025 3.97%	1,497,421.88 1,497,718.90	100.26 3.70%	1,503,867.18 24,456.97	1.37% 6,148.28	Aa1/AA+ AA+	1.58 1.49
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	1,500,000.00	06/09/2022 3.07%	1,478,085.94 1,492,560.27	98.51 3.68%	1,477,617.18 13,899.46	1.35% (14,943.09)	Aa1/AA+ AA+	1.66 1.59

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	1,500,000.00	09/27/2022 4.20%	1,428,808.59 1,471,135.41	99.04 3.63%	1,485,644.54 129.49	1.35% 14,509.13	Aa1/AA+ AA+	2.00 1.91
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,150,000.00	12/28/2022 4.02%	1,060,560.55 1,109,596.66	97.14 3.61%	1,117,072.27 7,664.06	1.02% 7,475.61	Aa1/AA+ AA+	2.21 2.11
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	2,000,000.00	02/23/2023 4.15%	1,942,421.88 1,971,755.34	99.77 3.60%	1,995,390.62 6,086.96	1.82% 23,635.28	Aa1/AA+ AA+	2.42 2.28
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	2,000,000.00	05/31/2023 3.84%	1,981,171.88 1,989,951.22	100.09 3.59%	2,001,718.76 30,505.46	1.82% 11,767.54	Aa1/AA+ AA+	2.58 2.40
91282CMW8	UNITED STATES TREASURY 3.75 04/15/2028	750,000.00	05/01/2025 3.64%	752,314.45 752,052.76	100.38 3.59%	752,871.09 10,681.35	0.69% 818.33	Aa1/AA+ AA+	2.62 2.44
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	1,500,000.00	10/30/2024 4.11%	1,494,199.22 1,495,521.52	101.12 3.58%	1,516,757.82 10,271.74	1.38% 21,236.30	Aa1/AA+ AA+	2.83 2.64
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	2,250,000.00	08/19/2025 3.71%	2,259,843.75 2,259,732.31	100.77 3.59%	2,267,402.36 11,372.28	2.06% 7,670.04	Aa1/AA+ AA+	2.87 2.68
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	1,750,000.00	03/12/2024 4.20%	1,657,031.25 1,687,924.95	98.01 3.59%	1,715,205.08 2,324.22	1.56% 27,280.13	Aa1/AA+ AA+	2.96 2.80
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	1,000,000.00	07/23/2024 4.18%	937,929.69 952,081.16	96.97 3.62%	969,687.50 6,987.70	0.88% 17,606.34	Aa1/AA+ AA+	3.75 3.49
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/03/2024 3.69%	2,027,343.75 2,021,816.98	101.32 3.63%	2,026,406.24 6,956.52	1.84% 4,589.26	Aa1/AA+ AA+	3.91 3.58
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	09/17/2024 3.45%	1,971,093.75 1,976,657.56	98.13 3.63%	1,962,500.00 172.65	1.79% (14,157.56)	Aa1/AA+ AA+	4.00 3.72
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	1,500,000.00	12/30/2024 4.38%	1,483,535.16 1,485,811.32	101.81 3.65%	1,527,128.91 20,849.18	1.39% 41,317.59	Aa1/AA+ AA+	4.17 3.75
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,500,000.00	12/30/2024 4.38%	1,499,589.84 1,499,644.65	102.83 3.66%	1,542,480.47 11,234.71	1.40% 42,835.82	Aa1/AA+ AA+	4.33 3.89
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	1,250,000.00	02/07/2025 4.34%	1,245,263.67 1,245,793.12	102.36 3.67%	1,279,443.36 4,619.57	1.16% 33,650.25	Aa1/AA+ AA+	4.42 3.99
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,000,000.00	03/26/2025 4.09%	1,991,875.00 1,992,588.59	101.40 3.66%	2,028,046.88 220.99	1.85% 35,458.29	Aa1/AA+ AA+	4.50 4.09
				45,834,537.14	**99.25**	**46,882,423.22**	**42.68%**		**2.18**
Total US Treasury		**47,250,000.00**	**3.43%**	**46,764,169.90**	**3.76%**	**215,759.54**	**118,253.33**		**2.03**
				107,839,255.98	**98.59**	**109,838,117.80**	**100.00%**		**2.32**
Total Portfolio		**109,884,785.11**	**3.89%**	**108,992,895.12**	**3.88%**	**760,932.77**	**845,222.68**		**2.09**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Market Value + Accrued						**110,599,050.57**			

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/04/2025	60934N104	1,757.20	FEDERATED HRMS GV O INST	1.000	4.17%	(1,757.20)	0.00	(1,757.20)	0.00
Purchase	08/07/2025	60934N104	24,750.00	FEDERATED HRMS GV O INST	1.000	4.17%	(24,750.00)	0.00	(24,750.00)	0.00
Purchase	08/11/2025	60934N104	28,125.00	FEDERATED HRMS GV O INST	1.000	4.17%	(28,125.00)	0.00	(28,125.00)	0.00
Purchase	08/15/2025	60934N104	2,117,531.25	FEDERATED HRMS GV O INST	1.000	4.16%	(2,117,531.25)	0.00	(2,117,531.25)	0.00
Purchase	08/18/2025	60934N104	45,630.00	FEDERATED HRMS GV O INST	1.000	4.17%	(45,630.00)	0.00	(45,630.00)	0.00
Purchase	08/20/2025	91282CNM9	2,250,000.00	UNITED STATES TREASURY 3.875 07/15/2028	100.438	3.71%	(2,259,843.75)	(8,529.21)	(2,268,372.96)	0.00
Purchase	08/25/2025	60934N104	23,774.99	FEDERATED HRMS GV O INST	1.000	4.16%	(23,774.99)	0.00	(23,774.99)	0.00
Purchase	08/25/2025	60934N104	1,004,030.21	FEDERATED HRMS GV O INST	1.000	4.16%	(1,004,030.21)	0.00	(1,004,030.21)	0.00
Purchase	08/26/2025	60934N104	71,562.50	FEDERATED HRMS GV O INST	1.000	4.17%	(71,562.50)	0.00	(71,562.50)	0.00
Purchase	08/27/2025	60934N104	30,312.50	FEDERATED HRMS GV O INST	1.000	4.18%	(30,312.50)	0.00	(30,312.50)	0.00
Total Purchase			**5,597,473.65**				**(5,607,317.40)**	**(8,529.21)**	**(5,615,846.61)**	**0.00**
TOTAL ACQUISITIONS			**5,597,473.65**				**(5,607,317.40)**	**(8,529.21)**	**(5,615,846.61)**	**0.00**
DISPOSITIONS										
Maturity	08/15/2025	91282CFE6	(2,000,000.00)	UNITED STATES TREASURY 3.125 08/15/2025	100.000	4.36%	2,000,000.00	0.00	2,000,000.00	0.00
Maturity	08/25/2025	3135G05X7	(1,000,000.00)	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	100.000	0.52%	1,000,000.00	0.00	1,000,000.00	0.00
Total Maturity			**(3,000,000.00)**				**3,000,000.00**	**0.00**	**3,000,000.00**	**0.00**

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	08/07/2025	60934N104	(8,145.46)	FEDERATED HRMS GV O INST	1.000	4.17%	8,145.46	0.00	8,145.46	0.00
Sale	08/20/2025	60934N104	(2,268,372.96)	FEDERATED HRMS GV O INST	1.000	4.15%	2,268,372.96	0.00	2,268,372.96	0.00
Total Sale			**(2,276,518.42)**				**2,276,518.42**	**0.00**	**2,276,518.42**	**0.00**
TOTAL DISPOSITIONS			**(5,276,518.42)**				**5,276,518.42**	**0.00**	**5,276,518.42**	**0.00**
OTHER TRANSACTIONS										
Cash Transfer	08/07/2025	CCYUSD	(8,145.46)	Cash		0.00%	(8,145.46)	0.00	(8,145.46)	0.00
Total Cash Transfer			**(8,145.46)**				**(8,145.46)**	**0.00**	**(8,145.46)**	**0.00**
Coupon	08/01/2025	3137H9D71	0.00	FHMS K-750 A2 3.0 09/25/2029		4.49%	2,500.00	0.00	2,500.00	0.00
Coupon	08/01/2025	3137FBBX3	0.00	FHMS K-068 A2 3.244 08/25/2027		4.42%	2,703.33	0.00	2,703.33	0.00
Coupon	08/01/2025	3137HA4B9	0.00	FHMS K-751 A2 4.412 03/25/2030		4.40%	5,515.00	0.00	5,515.00	0.00
Coupon	08/01/2025	3137FRUT6	0.00	FHMS K-106 A2 2.069 01/25/2030		4.35%	2,155.21	0.00	2,155.21	0.00
Coupon	08/01/2025	3137FJZ93	0.00	FHMS K-084 A2 3.78 10/25/2028		4.34%	3,150.00	0.00	3,150.00	0.00
Coupon	08/01/2025	3137FJKE8	0.00	FHMS K-082 A2 3.92 09/25/2028		4.27%	4,083.33	0.00	4,083.33	0.00
Coupon	08/01/2025	3137FKZZ2	0.00	FHMS K-088 A2 3.69 01/25/2029		4.21%	3,075.00	0.00	3,075.00	0.00
Coupon	08/01/2025	3137FLYV0	0.00	FHMS K-092 A2 3.298 04/25/2029		3.74%	2,748.33	0.00	2,748.33	0.00
Coupon	08/07/2025	63743HFX5	0.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		4.92%	24,750.00	0.00	24,750.00	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	08/09/2025	532457CK2	0.00	ELI LILLY AND CO 4.5 02/09/2029		4.54%	28,125.00	0.00	28,125.00	0.00
Coupon	08/15/2025	91282CFE6	0.00	UNITED STATES TREASURY 3.125 08/15/2025		4.36%	31,250.00	0.00	31,250.00	0.00
Coupon	08/15/2025	9128284V9	0.00	UNITED STATES TREASURY 2.875 08/15/2028		4.20%	25,156.25	0.00	25,156.25	0.00
Coupon	08/15/2025	91282CGL9	0.00	UNITED STATES TREASURY 4.0 02/15/2026		4.17%	30,000.00	0.00	30,000.00	0.00
Coupon	08/15/2025	9128282A7	0.00	UNITED STATES TREASURY 1.5 08/15/2026		4.00%	12,000.00	0.00	12,000.00	0.00
Coupon	08/15/2025	912828V98	0.00	UNITED STATES TREASURY 2.25 02/15/2027		3.94%	19,125.00	0.00	19,125.00	0.00
Coupon	08/18/2025	06428CAA2	0.00	BANK OF AMERICA NA 5.526 08/18/2026		5.47%	27,630.00	0.00	27,630.00	0.00
Coupon	08/18/2025	713448FL7	0.00	PEPSICO INC 3.6 02/18/2028		4.29%	18,000.00	0.00	18,000.00	0.00
Coupon	08/25/2025	3135G05X7	0.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025		0.52%	1,875.00	0.00	1,875.00	0.00
Coupon	08/26/2025	17275RBR2	0.00	CISCO SYSTEMS INC 4.85 02/26/2029		4.81%	30,312.50	0.00	30,312.50	0.00
Coupon	08/26/2025	3133EPLC7	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026		4.37%	41,250.00	0.00	41,250.00	0.00
Coupon	08/27/2025	14913UAJ9	0.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		4.81%	30,312.50	0.00	30,312.50	0.00
Coupon	08/31/2025	91282CFH9	0.00	UNITED STATES TREASURY 3.125 08/31/2027		4.20%	23,437.50	0.00	23,437.50	0.00
Coupon	08/31/2025	91282CGQ8	0.00	UNITED STATES TREASURY 4.0 02/28/2030		4.09%	40,000.00	0.00	40,000.00	0.00
Coupon	08/31/2025	91282CFJ5	0.00	UNITED STATES TREASURY 3.125 08/31/2029		3.45%	31,250.00	0.00	31,250.00	0.00
Total Coupon			**0.00**				**440,403.95**	**0.00**	**440,403.95**	**0.00**

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Dividend	08/29/2025	60934N104	0.00	FEDERATED HRMS GV O INST		4.16%	3,447.29	0.00	3,447.29	0.00
Total Dividend			**0.00**				**3,447.29**	**0.00**	**3,447.29**	**0.00**
TOTAL OTHER TRANSACTIONS			**(8,145.46)**				**435,705.78**	**0.00**	**435,705.78**	**0.00**

City of Buena Park Core | Account #405 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	1,456,650.32	385,695.09 3,347,473.65 (2,276,518.42) 1,456,650.32	0.00 1,757.20 0.00 1,757.20	0.00 0.00 0.00 1,757.20	1,757.20
CCYUSD	Receivable	98,134.79	1,757.20 0.00 0.00 98,134.79	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**1,554,785.11**	**387,452.29** **3,347,473.65** **(2,276,518.42)** **1,554,785.11**	**0.00** **1,757.20** **0.00** **1,757.20**	**0.00** **0.00** **0.00** **1,757.20**	**1,757.20**
FIXED INCOME						
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	03/16/2023 03/20/2023 1,000,000.00	991,043.20 0.00 0.00 992,052.88	8,188.89 0.00 10,980.56 2,791.67	1,009.68 0.00 1,009.68 3,801.34	3,801.34
023135CF1	AMAZON.COM INC 3.3 04/13/2027	06/09/2022 06/13/2022 500,000.00	497,751.84 0.00 0.00 497,864.25	4,950.00 0.00 6,325.00 1,375.00	112.41 0.00 112.41 1,487.41	1,487.41
025816EJ4	AMERICAN EXPRESS CO 4.351 07/20/2029	07/22/2025 07/25/2025 1,500,000.00	1,501,251.92 0.00 0.00 1,501,216.11	1,087.75 0.00 6,526.50 5,438.75	0.00 (35.80) (35.80) 5,402.95	5,402.95
037833DK3	APPLE INC 3.0 11/13/2027	01/27/2023 01/31/2023 1,000,000.00	977,080.52 0.00 0.00 977,932.44	6,500.00 0.00 9,000.00 2,500.00	851.92 0.00 851.92 3,351.92	3,351.92
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	08/24/2023 08/28/2023 1,000,000.00	1,000,479.09 0.00 0.00 1,000,436.78	25,020.50 27,630.00 1,995.50 4,605.00	0.00 (42.31) (42.31) 4,562.69	4,562.69

INCOME EARNED

City of Buena Park Core | Account #405 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	03/14/2022 03/16/2022 500,000.00	496,738.97 0.00 0.00 496,910.03	4,344.44 0.00 5,302.78 958.33	171.05 0.00 171.05 1,129.39	1,129.39
09247XAN1	BLACKROCK FINANCE INC 3.2 03/15/2027	06/03/2022 06/07/2022 750,000.00	748,155.24 0.00 0.00 748,252.01	9,066.67 0.00 11,066.67 2,000.00	96.76 0.00 96.76 2,096.76	2,096.76
09290DAA9	BLACKROCK INC 4.7 03/14/2029	07/22/2024 07/23/2024 750,000.00	751,239.09 0.00 0.00 751,209.39	13,414.58 0.00 16,352.08 2,937.50	0.00 (29.71) (29.71) 2,907.79	2,907.79
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	05/16/2024 05/20/2024 1,250,000.00	1,251,432.18 0.00 0.00 1,251,398.19	25,934.03 30,312.50 673.61 5,052.08	0.00 (34.00) (34.00) 5,018.09	5,018.09
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/28/2024 03/01/2024 1,250,000.00	1,251,439.65 0.00 0.00 1,251,404.62	26,102.43 30,312.50 842.01 5,052.08	0.00 (35.03) (35.03) 5,017.05	5,017.05
194162AT0	COLGATE-PALMOLIVE CO 4.2 05/01/2030	05/01/2025 05/02/2025 1,000,000.00	1,002,449.20 0.00 0.00 1,002,404.65	10,383.33 0.00 13,883.33 3,500.00	0.00 (44.56) (44.56) 3,455.44	3,455.44
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	07/11/2023 07/14/2023 535,000.00	534,529.65 0.00 0.00 534,543.18	1,250.56 0.00 3,457.44 2,206.88	13.53 0.00 13.53 2,220.40	2,220.40
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	06/11/2024 06/12/2024 750,000.00	745,891.68 0.00 0.00 745,982.01	5,052.08 0.00 8,083.33 3,031.25	90.32 0.00 90.32 3,121.57	3,121.57
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	05/31/2023 06/01/2023 895,000.00	895,585.52 0.00 0.00 895,449.05	5,481.88 0.00 8,838.13 3,356.25	0.00 (136.48) (136.48) 3,219.77	3,219.77

City of Buena Park Core | Account #405 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	03/16/2023 03/17/2023 1,000,000.00	999,398.97 0.00 0.00 999,482.15	15,812.50 0.00 19,250.00 3,437.50	83.18 0.00 83.18 3,520.68	3,520.68
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	08/24/2023 08/28/2023 1,000,000.00	999,437.39 0.00 0.00 999,492.76	6,465.28 0.00 10,423.61 3,958.33	55.37 0.00 55.37 4,013.70	4,013.70
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	09/11/2023 09/12/2023 1,600,000.00	1,594,609.55 0.00 0.00 1,594,756.91	27,805.56 0.00 33,638.89 5,833.33	147.36 0.00 147.36 5,980.69	5,980.69
3130B1BC0	FEDERAL HOME LOAN BANKS 4.625 06/08/2029	06/11/2024 06/12/2024 1,200,000.00	1,205,149.53 0.00 0.00 1,205,036.07	8,170.83 0.00 12,795.83 4,625.00	0.00 (113.46) (113.46) 4,511.54	4,511.54
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	07/22/2024 07/23/2024 2,000,000.00	2,009,263.55 0.00 0.00 2,008,840.62	12,847.22 0.00 20,555.56 7,708.33	0.00 (422.93) (422.93) 7,285.40	7,285.40
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	11/14/2023 11/15/2023 2,500,000.00	2,492,175.34 0.00 0.00 2,492,377.48	25,052.08 0.00 34,687.50 9,635.42	202.14 0.00 202.14 9,837.55	9,837.55
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	05/09/2023 05/10/2023 2,000,000.00	2,001,359.96 0.00 0.00 2,001,203.82	20,666.67 0.00 27,333.33 6,666.67	0.00 (156.14) (156.14) 6,510.52	6,510.52
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	06/07/2023 06/08/2023 2,000,000.00	1,997,423.45 0.00 0.00 1,997,805.62	35,520.83 41,250.00 1,145.83 6,875.00	382.17 0.00 382.17 7,257.17	7,257.17
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	01/29/2024 01/31/2024 2,000,000.00	1,989,098.72 0.00 0.00 1,989,365.66	2,798.61 0.00 9,256.94 6,458.33	266.93 0.00 266.93 6,725.27	6,725.27

City of Buena Park Core | Account #405 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	10/31/2023 11/01/2023 1,000,000.00	999,492.81 0.00 0.00 999,536.13	138.89 0.00 4,305.56 4,166.67	43.31 0.00 43.31 4,209.98	4,209.98
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	04/10/2024 04/15/2024 1,750,000.00	1,733,560.84 0.00 0.00 1,733,938.89	23,606.77 0.00 29,986.98 6,380.21	378.05 0.00 378.05 6,758.26	6,758.26
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	02/16/2021 02/18/2021 0.00	999,905.95 0.00 (1,000,000.00) 0.00	1,625.00 1,875.00 0.00 250.00	94.05 0.00 94.05 344.05	344.05
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	11/18/2020 11/19/2020 1,100,000.00	1,099,947.11 0.00 0.00 1,099,963.84	1,283.33 0.00 1,741.67 458.33	16.73 0.00 16.73 475.06	475.06
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	10/19/2020 10/20/2020 1,500,000.00	1,499,789.21 0.00 0.00 1,499,912.50	2,000.00 0.00 2,468.75 468.75	123.29 0.00 123.29 592.04	592.04
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	01/29/2024 01/31/2024 1,000,000.00	977,821.18 0.00 0.00 978,763.02	2,703.33 2,703.33 2,703.33 2,703.33	941.84 0.00 941.84 3,645.17	3,645.17
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	06/10/2025 06/13/2025 1,250,000.00	1,235,587.57 0.00 0.00 1,235,984.01	4,083.33 4,083.33 4,083.33 4,083.33	396.44 0.00 396.44 4,479.77	4,479.77
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	12/09/2024 12/12/2024 1,000,000.00	982,559.62 0.00 0.00 983,026.91	3,150.00 3,150.00 3,150.00 3,150.00	467.29 0.00 467.29 3,617.29	3,617.29
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	04/17/2025 04/23/2025 1,000,000.00	982,422.92 0.00 0.00 982,859.18	3,075.00 3,075.00 3,075.00 3,075.00	436.26 0.00 436.26 3,511.26	3,511.26

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	09/17/2024 09/20/2024 1,000,000.00	984,314.92 0.00 0.00 984,678.05	2,748.33 2,748.33 2,748.33 2,748.33	363.13 0.00 363.13 3,111.46	3,111.46
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	06/10/2025 06/13/2025 1,250,000.00	1,135,886.30 0.00 0.00 1,138,078.07	2,155.21 2,155.21 2,155.21 2,155.21	2,191.78 0.00 2,191.78 4,346.99	4,346.99
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	10/30/2024 11/04/2024 1,000,000.00	948,433.33 0.00 0.00 949,504.76	2,500.00 2,500.00 2,500.00 2,500.00	1,071.43 0.00 1,071.43 3,571.43	3,571.43
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	03/26/2025 03/31/2025 1,500,000.00	1,498,799.22 0.00 0.00 1,498,821.47	5,515.00 5,515.00 5,515.00 5,515.00	22.25 0.00 22.25 5,537.25	5,537.25
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/24/2024 06/25/2024 1,250,000.00	1,247,601.97 0.00 0.00 1,247,654.18	5,937.50 0.00 10,885.42 4,947.92	52.20 0.00 52.20 5,000.12	5,000.12
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	12/28/2023 12/29/2023 2,000,000.00	1,952,926.89 0.00 0.00 1,954,202.47	23,090.28 0.00 28,298.61 5,208.33	1,275.58 0.00 1,275.58 6,483.92	6,483.92
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 1,500,000.00	1,472,767.64 0.00 0.00 1,473,552.22	2,770.83 0.00 7,145.83 4,375.00	784.58 0.00 784.58 5,159.58	5,159.58
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	03/26/2025 03/27/2025 750,000.00	756,109.53 0.00 0.00 755,960.52	835.33 0.00 3,967.83 3,132.50	0.00 (149.01) (149.01) 2,983.49	2,983.49
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	02/12/2024 02/14/2024 1,250,000.00	1,248,356.42 0.00 0.00 1,248,395.98	26,875.00 28,125.00 3,437.50 4,687.50	39.56 0.00 39.56 4,727.06	4,727.06

INCOME EARNED

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Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
57636QAW4	MASTERCARD INC 4.875 03/09/2028	03/16/2023 03/20/2023 1,000,000.00	1,007,765.03 0.00 0.00 1,007,503.95	19,229.17 0.00 23,291.67 4,062.50	0.00 (261.08) (261.08) 3,801.42	3,801.42
58933YBH7	MERCK & CO INC 4.05 05/17/2028	05/09/2023 05/17/2023 1,000,000.00	999,575.70 0.00 0.00 999,588.59	8,325.00 0.00 11,700.00 3,375.00	12.90 0.00 12.90 3,387.90	3,387.90
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	10/31/2023 11/02/2023 1,000,000.00	999,650.32 0.00 0.00 999,674.14	14,868.39 0.00 19,770.06 4,901.67	23.82 0.00 23.82 4,925.49	4,925.49
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	02/07/2025 02/10/2025 1,000,000.00	1,001,265.63 0.00 0.00 1,001,241.41	23,925.00 24,750.00 3,300.00 4,125.00	0.00 (24.22) (24.22) 4,100.78	4,100.78
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	06/29/2022 07/01/2022 750,000.00	750,992.37 0.00 0.00 750,942.51	6,750.00 0.00 9,250.00 2,500.00	0.00 (49.86) (49.86) 2,450.14	2,450.14
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	01/27/2023 01/31/2023 500,000.00	503,296.20 0.00 0.00 503,181.65	1,341.67 0.00 3,258.33 1,916.67	0.00 (114.55) (114.55) 1,802.11	1,802.11
713448FL7	PEPSICO INC 3.6 02/18/2028	03/16/2023 03/20/2023 1,000,000.00	984,365.84 0.00 0.00 984,886.41	16,300.00 18,000.00 1,300.00 3,000.00	520.58 0.00 520.58 3,520.58	3,520.58
857477CL5	STATE STREET CORP 4.993 03/18/2027	03/19/2024 03/21/2024 1,000,000.00	999,923.84 0.00 0.00 999,927.82	18,446.36 0.00 22,607.19 4,160.83	3.97 0.00 3.97 4,164.81	4,164.81
89114QCK2	TORONTO-DOMINION BANK 0.75 09/11/2025	05/26/2021 05/28/2021 1,000,000.00	999,819.99 0.00 0.00 999,956.09	2,916.67 0.00 3,541.67 625.00	136.11 0.00 136.11 761.11	761.11

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89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	11/08/2022 11/10/2022 1,000,000.00	1,000,088.47 0.00 0.00 1,000,061.31	12,150.00 0.00 16,650.00 4,500.00	0.00 (27.15) (27.15) 4,472.85	4,472.85
90331HPS6	US BANK NA 4.73 05/15/2028	05/12/2025 05/15/2025 1,250,000.00	1,250,440.24 0.00 0.00 1,250,426.43	12,481.94 0.00 17,409.03 4,927.08	0.00 (13.81) (13.81) 4,913.27	4,913.27
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	10/04/2022 10/05/2022 1,600,000.00	1,561,629.61 0.00 0.00 1,564,768.09	11,071.82 12,000.00 1,108.70 2,036.87	3,138.48 0.00 3,138.48 5,175.35	5,175.35
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	12/28/2022 12/29/2022 1,150,000.00	1,108,040.75 0.00 0.00 1,109,596.66	5,484.38 0.00 7,664.06 2,179.69	1,555.91 0.00 1,555.91 3,735.59	3,735.59
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	03/12/2024 03/13/2024 1,750,000.00	1,686,141.51 0.00 0.00 1,687,924.95	23,210.46 25,156.25 2,324.22 4,270.01	1,783.44 0.00 1,783.44 6,053.44	6,053.44
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	08/29/2022 08/31/2022 1,300,000.00	1,291,049.75 0.00 0.00 1,292,069.81	7,802.65 0.00 10,403.53 2,600.88	1,020.07 0.00 1,020.07 3,620.95	3,620.95
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/04/2022 10/05/2022 1,700,000.00	1,659,399.99 0.00 0.00 1,661,635.52	17,645.72 19,125.00 1,766.98 3,246.27	2,235.52 0.00 2,235.52 5,481.79	5,481.79
912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	06/09/2022 06/10/2022 1,500,000.00	1,466,906.14 0.00 0.00 1,468,778.24	61.14 0.00 1,956.52 1,895.38	1,872.10 0.00 1,872.10 3,767.48	3,767.48
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	02/16/2021 02/18/2021 1,000,000.00	999,384.77 0.00 0.00 999,594.35	631.79 0.00 842.39 210.60	209.59 0.00 209.59 420.18	420.18

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91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	01/11/2021 01/12/2021 1,250,000.00	1,249,414.92 0.00 0.00 1,249,534.25	407.61 0.00 802.48 394.87	119.32 0.00 119.32 514.20	514.20
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	03/29/2021 03/31/2021 1,250,000.00	1,247,092.28 0.00 0.00 1,247,584.85	12.74 0.00 407.61 394.87	492.56 0.00 492.56 887.44	887.44
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	09/28/2021 09/30/2021 1,500,000.00	1,498,213.52 0.00 0.00 1,498,442.36	3,780.74 0.00 4,733.61 952.87	228.85 0.00 228.85 1,181.72	1,181.72
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,474,278.19 0.00 0.00 1,476,909.80	1,905.74 0.00 2,858.61 952.87	2,631.60 0.00 2,631.60 3,584.47	3,584.47
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,467,445.07 0.00 0.00 1,470,217.60	25.48 0.00 815.22 789.74	2,772.54 0.00 2,772.54 3,562.28	3,562.28
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	05/26/2022 05/31/2022 1,000,000.00	979,664.92 0.00 0.00 981,148.19	2,940.57 0.00 3,681.69 741.12	1,483.26 0.00 1,483.26 2,224.38	2,224.38
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	05/26/2022 05/31/2022 1,000,000.00	981,523.72 0.00 0.00 982,702.25	2,117.49 0.00 3,176.23 1,058.74	1,178.53 0.00 1,178.53 2,237.27	2,237.27
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,466,240.31 0.00 0.00 1,468,264.59	1,630.43 0.00 3,209.92 1,579.48	2,024.28 0.00 2,024.28 3,603.76	3,603.76
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	06/09/2022 06/10/2022 1,500,000.00	1,492,179.69 0.00 0.00 1,492,560.27	10,424.59 0.00 13,899.46 3,474.86	380.58 0.00 380.58 3,855.44	3,855.44

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91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	07/23/2024 07/24/2024 1,000,000.00	950,995.28 0.00 0.00 952,081.16	4,658.47 0.00 6,987.70 2,329.24	1,085.88 0.00 1,085.88 3,415.12	3,415.12
91282CFE6	UNITED STATES TREASURY 3.125 08/15/2025	05/31/2023 06/01/2023 0.00	1,999,101.66 0.00 (2,000,000.00) 0.00	28,832.87 31,250.00 0.00 2,417.13	898.34 0.00 898.34 3,315.47	3,315.47
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	09/27/2022 09/28/2022 1,500,000.00	1,469,907.97 0.00 0.00 1,471,135.41	19,616.17 0.00 129.49 (19,486.68)	1,227.44 0.00 1,227.44 (18,259.24)	(18,259.24)
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	09/17/2024 09/18/2024 2,000,000.00	1,976,161.94 0.00 0.00 1,976,657.56	26,154.89 0.00 172.65 (25,982.24)	495.63 0.00 495.63 (25,486.61)	(25,486.61)
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	02/23/2023 02/28/2023 2,000,000.00	1,970,762.61 0.00 0.00 1,971,755.34	190.22 0.00 6,086.96 5,896.74	992.73 0.00 992.73 6,889.47	6,889.47
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	05/31/2023 06/01/2023 1,500,000.00	1,498,687.50 0.00 0.00 1,498,892.99	27,679.56 30,000.00 2,771.74 5,092.18	205.49 0.00 205.49 5,297.67	5,297.67
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	03/26/2025 03/27/2025 2,000,000.00	1,992,448.58 0.00 0.00 1,992,588.59	33,478.26 0.00 220.99 (33,257.27)	140.01 0.00 140.01 (33,117.26)	(33,117.26)
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	05/31/2023 06/01/2023 2,000,000.00	1,989,620.53 0.00 0.00 1,989,951.22	24,364.75 0.00 30,505.46 6,140.71	330.69 0.00 330.69 6,471.40	6,471.40
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	04/17/2025 04/22/2025 1,000,000.00	1,001,423.03 0.00 0.00 1,001,284.31	5,297.13 0.00 8,790.98 3,493.85	0.00 (138.72) (138.72) 3,355.13	3,355.13

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91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	10/30/2024 10/31/2024 1,500,000.00	1,495,387.12 0.00 0.00 1,495,521.52	5,217.39 0.00 10,271.74 5,054.35	134.40 0.00 134.40 5,188.75	5,188.75
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	09/03/2024 09/04/2024 2,000,000.00	2,022,290.27 0.00 0.00 2,021,816.98	217.39 0.00 6,956.52 6,739.13	0.00 (473.29) (473.29) 6,265.84	6,265.84
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	12/30/2024 12/31/2024 1,500,000.00	1,485,522.14 0.00 0.00 1,485,811.32	15,636.89 0.00 20,849.18 5,212.30	289.18 0.00 289.18 5,501.48	5,501.48
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	12/30/2024 12/31/2024 1,500,000.00	1,499,637.68 0.00 0.00 1,499,644.65	5,706.52 0.00 11,234.71 5,528.19	6.96 0.00 6.96 5,535.16	5,535.16
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	02/07/2025 02/10/2025 1,250,000.00	1,245,712.27 0.00 0.00 1,245,793.12	144.36 0.00 4,619.57 4,475.20	80.85 0.00 80.85 4,556.06	4,556.06
91282CMV0	UNITED STATES TREASURY 3.875 03/31/2027	06/17/2025 06/18/2025 1,500,000.00	1,497,596.13 0.00 0.00 1,497,718.90	19,533.81 0.00 24,456.97 4,923.16	122.77 0.00 122.77 5,045.92	5,045.92
91282CMW8	UNITED STATES TREASURY 3.75 04/15/2028	05/01/2025 05/02/2025 750,000.00	752,119.26 0.00 0.00 752,052.76	8,299.18 0.00 10,681.35 2,382.17	0.00 (66.49) (66.49) 2,315.68	2,315.68
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	08/19/2025 08/20/2025 2,250,000.00	0.00 2,259,843.75 0.00 2,259,732.31	0.00 (8,529.21) 11,372.28 2,843.07	0.00 (111.44) (111.44) 2,731.63	2,731.63
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	12/28/2022 12/30/2022 750,000.00	724,884.00 0.00 0.00 725,851.20	6,514.58 0.00 8,358.33 1,843.75	967.20 0.00 967.20 2,810.95	2,810.95

INCOME EARNED

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931142EX7	WALMART INC 3.95 09/09/2027	09/08/2022 09/12/2022 750,000.00	750,469.49 0.00 0.00 750,449.77	11,685.42 0.00 14,154.17 2,468.75	0.00 (19.72) (19.72) 2,449.03	2,449.03
			108,137,783.88 **2,259,843.75** **(3,000,000.00)**	**885,125.29** **337,187.24** **760,932.77**	**42,982.15** **(2,499.77)** **40,482.38**	
Total Fixed Income		**108,330,000.00**	**107,438,110.01**	**212,994.72**	**253,477.10**	**253,477.10**
			108,525,236.17 **5,607,317.40** **(5,276,518.42)**	**885,125.29** **338,944.44** **760,932.77**	**42,982.15** **(2,499.77)** **40,482.38**	
TOTAL PORTFOLIO		**109,884,785.11**	**108,992,895.12**	**214,751.92**	**255,234.30**	**255,234.30**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
SEPTEMBER 2025							
09/08/2025	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
09/09/2025	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
09/09/2025	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
09/11/2025	Coupon	89114QCK2	1,000,000.00	TORONTO-DOMINION BANK 0.75 09/11/2025		3,750.00	3,750.00
09/11/2025	Final Maturity	89114QCK2	1,000,000.00	TORONTO-DOMINION BANK 0.75 09/11/2025	1,000,000.00		1,000,000.00
09/15/2025	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
09/15/2025	Coupon	09247XAN1	750,000.00	BLACKROCK FINANCE INC 3.2 03/15/2027		12,000.00	12,000.00
09/15/2025	Coupon	09290DAA9	750,000.00	BLACKROCK INC 4.7 03/14/2029		17,625.00	17,625.00
09/15/2025	Coupon	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		20,625.00	20,625.00
09/18/2025	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
09/18/2025	Coupon	857477CL5	1,000,000.00	STATE STREET CORP 4.993 03/18/2027		24,965.00	24,965.00
09/23/2025	Coupon	3137EAEX3	1,500,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025		2,812.50	2,812.50
09/23/2025	Final Maturity	3137EAEX3	1,500,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	1,500,000.00		1,500,000.00
09/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
09/25/2025	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
09/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
09/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
09/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
09/25/2025	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
09/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
09/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
09/30/2025	Coupon	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026		5,625.00	5,625.00
09/30/2025	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
09/30/2025	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
09/30/2025	Coupon	91282CMV0	1,500,000.00	UNITED STATES TREASURY 3.875 03/31/2027		29,062.50	29,062.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
September 2025 Total					**2,500,000.00**	**294,207.71**	**2,794,207.71**
OCTOBER 2025							
10/10/2025	Coupon	3133ERAK7	1,750,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		38,281.25	38,281.25
10/14/2025	Coupon	023135CF1	500,000.00	AMAZON.COM INC 3.3 04/13/2027		8,250.00	8,250.00
10/15/2025	Coupon	91282CMW8	750,000.00	UNITED STATES TREASURY 3.75 04/15/2028		14,062.50	14,062.50
10/15/2025	Coupon	91324PDE9	750,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		11,062.50	11,062.50
10/27/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
10/27/2025	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
10/27/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
10/27/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
10/27/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
10/27/2025	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
10/27/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
10/27/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
10/28/2025	Coupon	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		40,000.00	40,000.00
10/30/2025	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		29,410.00	29,410.00
10/31/2025	Coupon	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026		15,437.50	15,437.50
10/31/2025	Coupon	91282CAT8	1,000,000.00	UNITED STATES TREASURY 0.25 10/31/2025		1,250.00	1,250.00
10/31/2025	Final Maturity	91282CAT8	1,000,000.00	UNITED STATES TREASURY 0.25 10/31/2025	1,000,000.00		1,000,000.00
10/31/2025	Coupon	91282CEN7	1,500,000.00	UNITED STATES TREASURY 2.75 04/30/2027		20,625.00	20,625.00
10/31/2025	Coupon	91282CLR0	1,500,000.00	UNITED STATES TREASURY 4.125 10/31/2029		30,937.50	30,937.50
October 2025 Total					**1,000,000.00**	**235,246.46**	**1,235,246.46**
NOVEMBER 2025							
11/03/2025	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
11/03/2025	Coupon	194162AT0	1,000,000.00	COLGATE-PALMOLIVE CO 4.2 05/01/2030		20,883.33	20,883.33
11/07/2025	Coupon	3135G06G3	1,100,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025		2,750.00	2,750.00
11/07/2025	Final Maturity	3135G06G3	1,100,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,100,000.00		1,100,000.00
11/10/2025	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/10/2025	Coupon	89236TKK0	1,000,000.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025		27,000.00	27,000.00
11/10/2025	Final Maturity	89236TKK0	1,000,000.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	1,000,000.00		1,000,000.00
11/13/2025	Coupon	037833DK3	1,000,000.00	APPLE INC 3.0 11/13/2027		15,000.00	15,000.00
11/13/2025	Coupon	3133EPC45	2,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		57,812.50	57,812.50
11/17/2025	Coupon	58933YBH7	1,000,000.00	MERCK & CO INC 4.05 05/17/2028		20,250.00	20,250.00
11/17/2025	Coupon	90331HPS6	1,250,000.00	US BANK NA 4.73 05/15/2028		29,562.50	29,562.50
11/17/2025	Coupon	9128283F5	1,150,000.00	UNITED STATES TREASURY 2.25 11/15/2027		12,937.50	12,937.50
11/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
11/25/2025	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
11/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
11/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
11/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
11/25/2025	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
11/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
11/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
November 2025 Total					**2,100,000.00**	**243,876.04**	**2,343,876.04**
DECEMBER 2025							
12/01/2025	Coupon	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026		5,625.00	5,625.00
12/01/2025	Coupon	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026		6,250.00	6,250.00
12/01/2025	Coupon	91282CES6	1,000,000.00	UNITED STATES TREASURY 2.75 05/31/2029		13,750.00	13,750.00
12/08/2025	Coupon	3130B1BC0	1,200,000.00	FEDERAL HOME LOAN BANKS 4.625 06/08/2029		27,750.00	27,750.00
12/11/2025	Coupon	24422EXT1	750,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		18,187.50	18,187.50
12/11/2025	Coupon	3130B1EF0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.625 06/11/2027		46,250.00	46,250.00
12/12/2025	Coupon	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025		20,137.50	20,137.50
12/12/2025	Final Maturity	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	895,000.00		895,000.00
12/12/2025	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
12/15/2025	Coupon	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026		20,625.00	20,625.00
12/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2025	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
12/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
12/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
12/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
12/25/2025	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
12/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
12/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
12/26/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
12/31/2025	Coupon	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025		2,343.75	2,343.75
12/31/2025	Final Maturity	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025	1,250,000.00		1,250,000.00
12/31/2025	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
12/31/2025	Coupon	91282CHK0	1,500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		30,000.00	30,000.00
12/31/2025	Coupon	91282CMD0	1,500,000.00	UNITED STATES TREASURY 4.375 12/31/2029		32,812.50	32,812.50
December 2025 Total					**2,145,000.00**	**312,473.96**	**2,457,473.96**
JANUARY 2026							
01/12/2026	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00
01/12/2026	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00
01/14/2026	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
01/15/2026	Coupon	91282CNM9	2,250,000.00	UNITED STATES TREASURY 3.875 07/15/2028		43,593.75	43,593.75
01/20/2026	Coupon	025816EJ4	1,500,000.00	AMERICAN EXPRESS CO 4.351 07/20/2029		31,726.04	31,726.04
01/20/2026	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00
01/23/2026	Coupon	46647PEB8	750,000.00	JPMORGAN CHASE & CO 5.012 01/23/2030		18,795.00	18,795.00
01/26/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
01/26/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
01/26/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
01/26/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
01/26/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
01/26/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
01/26/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/26/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
01/30/2026	Coupon	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		25,000.00	25,000.00
January 2026 Total						**234,786.25**	**234,786.25**
FEBRUARY 2026							
02/02/2026	Coupon	912828Z78	1,500,000.00	UNITED STATES TREASURY 1.5 01/31/2027		11,250.00	11,250.00
02/02/2026	Coupon	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026		2,343.75	2,343.75
02/02/2026	Final Maturity	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026	1,250,000.00		1,250,000.00
02/02/2026	Coupon	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026		4,687.50	4,687.50
02/02/2026	Coupon	91282CGH8	2,000,000.00	UNITED STATES TREASURY 3.5 01/31/2028		35,000.00	35,000.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/02/2026	Coupon	91282CMG3	1,250,000.00	UNITED STATES TREASURY 4.25 01/31/2030		26,562.50	26,562.50
02/09/2026	Coupon	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029		28,125.00	28,125.00
02/09/2026	Coupon	63743HFX5	1,000,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		24,750.00	24,750.00
02/17/2026	Coupon	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026		12,000.00	12,000.00
02/17/2026	Coupon	9128284V9	1,750,000.00	UNITED STATES TREASURY 2.875 08/15/2028		25,156.25	25,156.25
02/17/2026	Coupon	912828V98	1,700,000.00	UNITED STATES TREASURY 2.25 02/15/2027		19,125.00	19,125.00
02/17/2026	Coupon	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026		30,000.00	30,000.00
02/17/2026	Final Maturity	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026	1,500,000.00		1,500,000.00
02/18/2026	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00
02/18/2026	Coupon	713448FL7	1,000,000.00	PEPSICO INC 3.6 02/18/2028		18,000.00	18,000.00
02/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
02/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
02/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
02/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
02/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
02/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
02/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
02/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
02/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/26/2026	Coupon	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026		41,250.00	41,250.00
02/26/2026	Final Maturity	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	2,000,000.00		2,000,000.00
02/27/2026	Coupon	14913UAJ9	1,250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		30,312.50	30,312.50
February 2026 Total					**4,750,000.00**	**432,435.21**	**5,182,435.21**
MARCH 2026							
03/02/2026	Coupon	91282CFH9	1,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		23,437.50	23,437.50
03/02/2026	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
03/02/2026	Coupon	91282CGQ8	2,000,000.00	UNITED STATES TREASURY 4.0 02/28/2030		40,000.00	40,000.00
03/09/2026	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
03/09/2026	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
03/09/2026	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
03/13/2026	Coupon	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		20,625.00	20,625.00
03/13/2026	Final Maturity	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00		1,000,000.00
03/16/2026	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
03/16/2026	Coupon	09247XAN1	750,000.00	BLACKROCK FINANCE INC 3.2 03/15/2027		12,000.00	12,000.00
03/16/2026	Coupon	09290DAA9	750,000.00	BLACKROCK INC 4.7 03/14/2029		17,625.00	17,625.00
03/18/2026	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
03/18/2026	Coupon	857477CL5	1,000,000.00	STATE STREET CORP 4.993 03/18/2027		24,965.00	24,965.00
03/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
03/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
03/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
03/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
03/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
03/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
03/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
03/31/2026	Coupon	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026		5,625.00	5,625.00
03/31/2026	Final Maturity	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026	1,500,000.00		1,500,000.00
03/31/2026	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
03/31/2026	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
03/31/2026	Coupon	91282CMV0	1,500,000.00	UNITED STATES TREASURY 3.875 03/31/2027		29,062.50	29,062.50
March 2026 Total					**2,500,000.00**	**382,332.71**	**2,882,332.71**
APRIL 2026							
04/10/2026	Coupon	3133ERAK7	1,750,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		38,281.25	38,281.25
04/13/2026	Coupon	023135CF1	500,000.00	AMAZON.COM INC 3.3 04/13/2027		8,250.00	8,250.00
04/15/2026	Coupon	91282CMW8	750,000.00	UNITED STATES TREASURY 3.75 04/15/2028		14,062.50	14,062.50
04/15/2026	Coupon	91324PDE9	750,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		11,062.50	11,062.50
04/27/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
04/27/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
04/27/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
04/27/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
04/27/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
04/27/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
04/27/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
04/27/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
04/28/2026	Coupon	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		40,000.00	40,000.00
04/28/2026	Final Maturity	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	2,000,000.00		2,000,000.00
04/30/2026	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		29,410.00	29,410.00
04/30/2026	Coupon	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026		15,437.50	15,437.50
04/30/2026	Final Maturity	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026	1,300,000.00		1,300,000.00
04/30/2026	Coupon	91282CEN7	1,500,000.00	UNITED STATES TREASURY 2.75 04/30/2027		20,625.00	20,625.00
04/30/2026	Coupon	91282CLR0	1,500,000.00	UNITED STATES TREASURY 4.125 10/31/2029		30,937.50	30,937.50
April 2026 Total					**3,300,000.00**	**233,996.46**	**3,533,996.46**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAY 2026							
05/01/2026	Coupon	194162AT0	1,000,000.00	COLGATE-PALMOLIVE CO 4.2 05/01/2030		21,000.00	21,000.00
05/04/2026	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
05/04/2026	Final Maturity	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00		1,000,000.00
05/11/2026	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00
05/13/2026	Coupon	037833DK3	1,000,000.00	APPLE INC 3.0 11/13/2027		15,000.00	15,000.00
05/13/2026	Coupon	3133EPC45	2,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		57,812.50	57,812.50
05/15/2026	Coupon	90331HPS6	1,250,000.00	US BANK NA 4.73 05/15/2028		29,562.50	29,562.50
05/15/2026	Coupon	9128283F5	1,150,000.00	UNITED STATES TREASURY 2.25 11/15/2027		12,937.50	12,937.50
05/18/2026	Coupon	58933YBH7	1,000,000.00	MERCK & CO INC 4.05 05/17/2028		20,250.00	20,250.00
05/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
05/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
05/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
05/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
05/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
05/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
05/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
05/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
May 2026 Total					**1,000,000.00**	**214,242.71**	**1,214,242.71**
JUNE 2026							
06/01/2026	Coupon	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026		5,625.00	5,625.00
06/01/2026	Final Maturity	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026	1,500,000.00		1,500,000.00
06/01/2026	Coupon	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026		6,250.00	6,250.00
06/01/2026	Coupon	91282CES6	1,000,000.00	UNITED STATES TREASURY 2.75 05/31/2029		13,750.00	13,750.00
06/08/2026	Coupon	3130B1BC0	1,200,000.00	FEDERAL HOME LOAN BANKS 4.625 06/08/2029		27,750.00	27,750.00
06/11/2026	Coupon	24422EXT1	750,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		18,187.50	18,187.50
06/11/2026	Coupon	3130B1EF0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.625 06/11/2027		46,250.00	46,250.00
06/12/2026	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
06/12/2026	Final Maturity	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	1,000,000.00		1,000,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/15/2026	Coupon	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026		20,625.00	20,625.00
06/15/2026	Final Maturity	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026	1,000,000.00		1,000,000.00
06/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
06/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
06/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
06/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
06/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
06/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
06/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
06/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
06/25/2026	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
06/30/2026	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
06/30/2026	Coupon	91282CHK0	1,500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		30,000.00	30,000.00
06/30/2026	Coupon	91282CMD0	1,500,000.00	UNITED STATES TREASURY 4.375 12/31/2029		32,812.50	32,812.50
June 2026 Total					**3,500,000.00**	**289,992.71**	**3,789,992.71**
JULY 2026							
07/10/2026	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00
07/13/2026	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00
07/14/2026	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
07/15/2026	Coupon	91282CNM9	2,250,000.00	UNITED STATES TREASURY 3.875 07/15/2028		43,593.75	43,593.75
07/20/2026	Coupon	025816EJ4	1,500,000.00	AMERICAN EXPRESS CO 4.351 07/20/2029		32,632.50	32,632.50
07/20/2026	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		23,025.00	23,025.00
07/20/2026	Effective Maturity	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00		1,000,000.00
07/20/2026	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00
07/23/2026	Coupon	46647PEB8	750,000.00	JPMORGAN CHASE & CO 5.012 01/23/2030		18,795.00	18,795.00
07/27/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
07/27/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
07/27/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
07/27/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
07/27/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/27/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
07/27/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
07/27/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
07/30/2026	Coupon	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		25,000.00	25,000.00
07/30/2026	Final Maturity	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00		1,000,000.00
07/31/2026	Coupon	912828Z78	1,500,000.00	UNITED STATES TREASURY 1.5 01/31/2027		11,250.00	11,250.00
07/31/2026	Coupon	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026		4,687.50	4,687.50
07/31/2026	Final Maturity	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026	1,500,000.00		1,500,000.00
07/31/2026	Coupon	91282CGH8	2,000,000.00	UNITED STATES TREASURY 3.5 01/31/2028		35,000.00	35,000.00
07/31/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
07/31/2026	Coupon	91282CMG3	1,250,000.00	UNITED STATES TREASURY 4.25 01/31/2030		26,562.50	26,562.50
July 2026 Total					**3,500,000.00**	**376,217.71**	**3,876,217.71**
Grand Total			**295,160,000.00**		**26,295,000.00**	**3,249,807.92**	**29,544,807.92**

PORTFOLIO SUMMARY

City of Buena Park Liquid | Account #406 | As of August 31, 2025

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	4.21%
Average Purchase YTM	4.25%
Average Market YTM	4.21%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

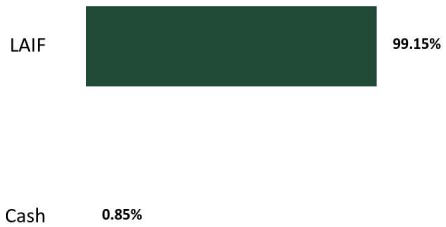
Account Summary

	End Values as of 07/31/2025	End Values as of 08/31/2025
Market Value	24,812,429.50	23,399,907.60
Accrued Interest	0.00	0.00
Total Market Value	**24,812,429.50**	**23,399,907.60**
Income Earned	348,150.52	0.00
Cont/WD	(11,500,000.00)	(1,500,000.00)
Par	24,812,429.50	23,399,907.60
Book Value	24,812,429.50	23,399,907.60
Cost Value	24,812,429.50	23,399,907.60

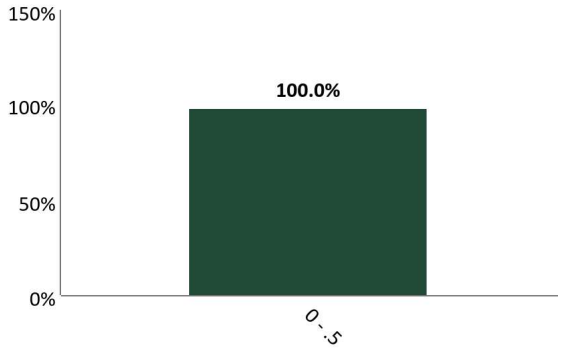
Top Issuers

LAIF	99.15%

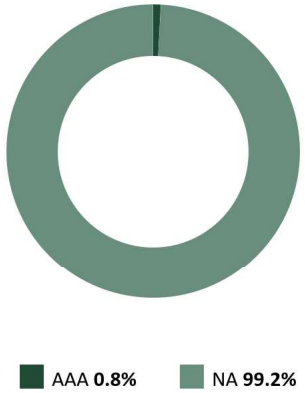
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return*	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Liquid	0.36%	1.17%	3.01%	4.61%	4.50%	3.90%	2.53%	2.08%	1.92%
Benchmark Return	0.39%	1.07%	2.83%	4.48%	4.97%	4.73%	2.91%	2.05%	1.67%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
*Periods over 1 year are annualized.
Benchmark: ICE BofA 3-Month US Treasury Bill Index Secondary Benchmark:

RECONCILIATION SUMMARY

City of Buena Park Liquid | Account #406 | As of August 31, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**0.00**
Fiscal Year to Date	**348,150.52**

Sales

Month to Date	**(1,500,000.00)**
Fiscal Year to Date	**(13,000,000.00)**

Interest Received

Month to Date	**0.00**
Fiscal Year to Date	**348,150.52**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	24,812,429.50	36,168,804.65
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	0.00	348,150.52
Sales	(1,500,000.00)	(13,000,000.00)
Change in Cash, Payables, Receivables	87,478.10	(117,047.57)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	23,399,907.60	23,399,907.60

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	24,812,429.50	36,168,804.65
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	0.00	348,150.52
Sales	(1,500,000.00)	(13,000,000.00)
Change in Cash, Payables, Receivables	87,478.10	(117,047.57)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	23,399,907.60	23,399,907.60

HOLDINGS REPORT

City of Buena Park Liquid | Account #406 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	197,991.29	--	197,991.29	1.00	197,991.29	0.85%	Aaa/AAA	0.00
				197,991.29	0.00%	0.00	0.00	AAA	0.00
				197,991.29	**1.00**	**197,991.29**	**0.85%**		**0.00**
Total Cash		**197,991.29**		**197,991.29**	**0.00%**	**0.00**	**0.00**		**0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	23,201,916.31	--	23,201,916.31	1.00	23,201,916.31	99.15%	NA/NA	0.00
			4.25%	23,201,916.31	4.25%	0.00	0.00	NA	0.00
				23,201,916.31	**1.00**	**23,201,916.31**	**99.15%**		**0.00**
Total LAIF		**23,201,916.31**	**4.25%**	**23,201,916.31**	**4.25%**	**0.00**	**0.00**		**0.00**
				23,399,907.60	**1.00**	**23,399,907.60**	**100.00%**		**0.00**
Total Portfolio		**23,399,907.60**	**4.25%**	**23,399,907.60**	**4.21%**	**0.00**	**0.00**		**0.00**
Total Market Value + Accrued						**23,399,907.60**			

TRANSACTION LEDGER

City of Buena Park Liquid | Account #406 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	08/22/2025	90LAIF$00	(1,500,000.00)	Local Agency Investment Fund State Pool	1.000	4.25%	1,500,000.00	0.00	1,500,000.00	0.00
Total Sale			**(1,500,000.00)**				**1,500,000.00**	**0.00**	**1,500,000.00**	**0.00**
TOTAL DISPOSITIONS			**(1,500,000.00)**				**1,500,000.00**	**0.00**	**1,500,000.00**	**0.00**
OTHER TRANSACTIONS										
Cash Transfer	08/22/2025	CCYUSD	(1,500,000.00)	Cash		0.00%	(1,500,000.00)	0.00	(1,500,000.00)	0.00
Total Cash Transfer			**(1,500,000.00)**				**(1,500,000.00)**	**0.00**	**(1,500,000.00)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(1,500,000.00)**				**(1,500,000.00)**	**0.00**	**(1,500,000.00)**	**0.00**

INCOME EARNED

City of Buena Park Liquid | Account #406 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
CCYUSD	Receivable	197,991.29	110,513.19 0.00 0.00 197,991.29	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			110,513.19 **0.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**197,991.29**	**197,991.29**	**0.00**	**0.00**	**0.00**
LAIF						
90LAIF$00	Local Agency Investment Fund State Pool	23,201,916.31	24,701,916.31 0.00 (1,500,000.00) 23,201,916.31	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			24,701,916.31 **0.00** **(1,500,000.00)**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total LAIF		**23,201,916.31**	**23,201,916.31**	**0.00**	**0.00**	**0.00**
			24,812,429.50 **0.00** **(1,500,000.00)**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**23,399,907.60**	**23,399,907.60**	**0.00**	**0.00**	**0.00**

CASH FLOW REPORT

City of Buena Park Liquid | Account #406 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
OCTOBER 2025							
10/15/2025	Dividend	90LAIF$00	23,201,916.31	Local Agency Investment Fund State Pool	197,991.29		197,991.29
October 2025 Total					**197,991.29**		**197,991.29**
Grand Total			**23,201,916.31**		**197,991.29**		**197,991.29**

PORTFOLIO SUMMARY

City of Buena Park RDA Series B Bond | Account #10033 | As of August 31, 2025

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	4.15%
Average Purchase YTM	4.16%
Average Market YTM	4.15%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

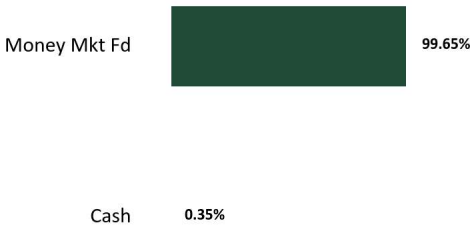
Account Summary

	End Values as of 07/31/2025	End Values as of 08/31/2025
Market Value	1,367,675.62	1,372,512.85
Accrued Interest	0.00	0.00
Total Market Value	**1,367,675.62**	**1,372,512.85**
Income Earned	4,650.96	4,836.88
Cont/WD	0.00	0.00
Par	1,367,675.62	1,372,512.85
Book Value	1,367,675.62	1,372,512.85
Cost Value	1,367,675.62	1,372,512.85

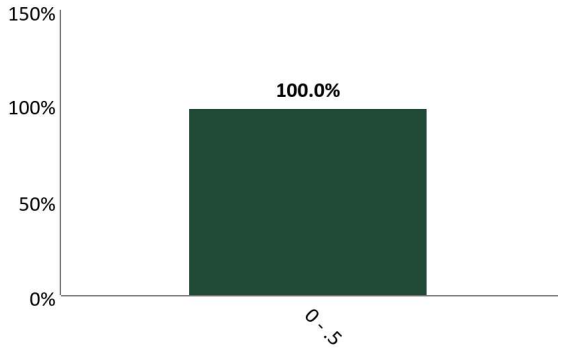
Top Issuers

Federated Hermes, Inc.	99.65%

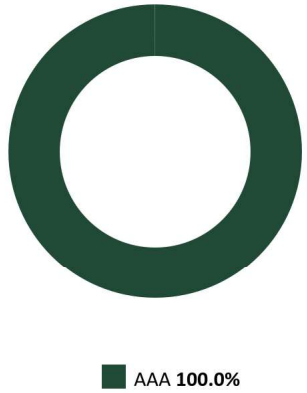
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (08/01/08)
Buena Park RDA Series B Bond	0.35%	1.05%	2.83%	4.44%	4.88%	4.60%	2.80%	1.91%	1.60%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: NO BENCHMARK REQUIRED
Secondary Benchmark:

STATEMENT OF COMPLIANCE

City of Buena Park RDA Series B Bond | Account #10033 | As of August 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
BANKERS' ACCEPTANCES				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	270.0	0.0	Compliant	
Min Rating (A-1+ by S&P & Moody's)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	0.0	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	99.6	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	100.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	0.0	Compliant	

RECONCILIATION SUMMARY

City of Buena Park RDA Series B Bond | Account #10033 | As of August 31, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**4,836.88**
Fiscal Year to Date	**9,487.84**

Sales

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Interest Received

Month to Date	**4,836.88**
Fiscal Year to Date	**9,487.84**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	1,367,675.62	1,362,839.12
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,836.88	9,487.84
Sales	0.00	0.00
Change in Cash, Payables, Receivables	0.35	185.89
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	1,372,512.85	1,372,512.85

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	1,367,675.62	1,362,839.12
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,836.88	9,487.84
Sales	0.00	0.00
Change in Cash, Payables, Receivables	0.35	185.89
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	1,372,512.85	1,372,512.85

HOLDINGS REPORT

City of Buena Park RDA Series B Bond | Account #10033 | As of August 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	4,837.23	--	4,837.23 4,837.23	1.00 0.00%	4,837.23 0.00	0.35% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**4,837.23**		**4,837.23** **4,837.23**	**1.00** **0.00%**	**4,837.23** **0.00**	**0.35%** **0.00**		**0.00** **0.00**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	1,367,675.62	-- 4.16%	1,367,675.62 1,367,675.62	1.00 4.16%	1,367,675.62 0.00	99.65% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,367,675.62**	**4.16%**	**1,367,675.62** **1,367,675.62**	**1.00** **4.16%**	**1,367,675.62** **0.00**	**99.65%** **0.00**		**0.00** **0.00**
Total Portfolio		**1,372,512.85**	**4.16%**	**1,372,512.85** **1,372,512.85**	**1.00** **4.15%**	**1,372,512.85** **0.00**	**100.00%** **0.00**		**0.00** **0.00**
Total Market Value + Accrued						**1,372,512.85**			

TRANSACTION LEDGER

City of Buena Park RDA Series B Bond | Account #10033 | As of August 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	08/04/2025	60934N104	4,836.88	FEDERATED HRMS GV O INST	1.000	4.17%	(4,836.88)	0.00	(4,836.88)	0.00
Total Purchase			**4,836.88**				**(4,836.88)**	**0.00**	**(4,836.88)**	**0.00**
TOTAL ACQUISITIONS			**4,836.88**				**(4,836.88)**	**0.00**	**(4,836.88)**	**0.00**
OTHER TRANSACTIONS										
Dividend	08/29/2025	60934N104	0.00	FEDERATED HRMS GV O INST		4.16%	4,837.23	0.00	4,837.23	0.00
Total Dividend			**0.00**				**4,837.23**	**0.00**	**4,837.23**	**0.00**
TOTAL OTHER TRANSACTIONS			**0.00**				**4,837.23**	**0.00**	**4,837.23**	**0.00**

INCOME EARNED

City of Buena Park RDA Series B Bond | Account #10033 | As of August 31, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	1,367,675.62	1,362,838.74 4,836.88 0.00 1,367,675.62	0.00 4,836.88 0.00 4,836.88	0.00 0.00 0.00 4,836.88	4,836.88
CCYUSD	Receivable	4,837.23	4,836.88 0.00 0.00 4,837.23	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			1,367,675.62 **4,836.88** **0.00**	**0.00** **4,836.88** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**1,372,512.85**	**1,372,512.85**	**4,836.88**	**4,836.88**	**4,836.88**
			1,367,675.62 **4,836.88** **0.00**	**0.00** **4,836.88** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**1,372,512.85**	**1,372,512.85**	**4,836.88**	**4,836.88**	**4,836.88**

CASH FLOW REPORT

City of Buena Park RDA Series B Bond | Account #10033 | As of August 31, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
SEPTEMBER 2025							
09/02/2025	Dividend	60934N104	0.00		4,837.23		4,837.23
September 2025 Total					**4,837.23**		**4,837.23**
Grand Total			**0.00**		**4,837.23**		**4,837.23**

October 14, 2025
CONSENT CALENDAR
Item No. 4C.

City Council Agenda Report

PROCLAMATION RECOGNIZING OCTOBER 17-19, 2025, AS SILVERADO DAYS

PREPARED BY	PRESENTED BY
Angelica Lopez, Administrative Assistant	Adria Jimenez, Director of Government and Community Relations/City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria Jimenez, Director of Government & Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Approve proclamation.

Attachments

Silverado Days 2025.pdf

SILVERADO DAYS
OCTOBER 17 - 19, 2025

WHEREAS, ***Silverado Days will be celebrated in the City of Buena Park during the days of October 17 through October 19, 2025; and,***

WHEREAS, ***Silverado Days is a community-wide cooperative effort made possible by the joint efforts of local service clubs and organizations under the general sponsorship of the Buena Park Noon Lions Club; and,***

WHEREAS, ***Silverado Days is providing a three-day program with exciting activities planned for the enjoyment of each and every member of the family attending the gala festival at William Peak Park; and,***

WHEREAS, ***all monies raised by the Silverado Days Committee of the Buena Park Noon Lions Club will be returned to local charities.***

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby proclaim October 17 through October 19, 2025 as "SILVERADO DAYS" in the City of Buena Park and urges all Buena Park citizens to join in this three-day celebration and to attend the many events that have been planned for the enjoyment of the community.

PASSED AND ADOPTED this 14th day of October 2025

Joyce Ahn
Mayor

Connor Traut
Vice Mayor

Carlos Franco
Council Member

Lamiya Hoque
Council Member

Susan Sonne
Council Member

October 14, 2025
CONSENT CALENDAR
Item No. 4C.

City Council Agenda Report

PROCLAMATION RECOGNIZING OCTOBER 2025 AS BREAST CANCER AWARENESS MONTH

PREPARED BY	PRESENTED BY
Angelica Lopez, Administrative Assistant	Adria Jimenez, Director of Government and Community Relations/City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria Jimenez, Director of Government & Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Approve proclamation.

Attachments

Breast Cancer Awareness Month Oct 2025.pdf

BREAST CANCER AWARENESS MONTH
OCTOBER 2025

WHEREAS, ***Breast Cancer Awareness Month, observed each year in October, serves as a crucial reminder of the ongoing battle against breast cancer, a disease that continues to impact millions of individuals worldwide; and,***

WHEREAS, ***in the United States alone, breast cancer remains the most commonly diagnosed cancer among women and the second leading cause of cancer-related deaths, affecting individuals regardless of age, ethnicity, or socioeconomic background; and,***

WHEREAS, ***early detection, through self-examinations, regular screenings, and mammograms, significantly improves survival rates and outcomes for those diagnosed with breast cancer; and,***

WHEREAS, ***Breast Cancer Awareness Month provides an opportunity to raise public awareness about prevention, treatment, and support, while also promoting education on the risk factors and the importance of medical research; and,***

WHEREAS, ***we recognize the courage and resilience of those diagnosed with breast cancer, the strength of survivors, the compassion of families, and the dedication of healthcare providers and researchers who work tirelessly to find a cure; and,***

WHEREAS, ***during this month, we also honor the memory of those who have lost their lives to breast cancer and express our solidarity with the countless individuals still fighting this disease.***

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby proclaim the month of October 2025 as "BREAST CANCER AWARENESS MONTH" and encourages residents to join in activities and initiatives that promote breast cancer awareness, support ongoing research, and celebrate the bravery of survivors and their families.

PASSED AND ADOPTED this 14th day of October 2025

Joyce Ahn
Mayor

Connor Traut
Vice Mayor

Carlos Franco
Council Member

Lamiya Hoque
Council Member

Susan Sonne
Council Member

October 14, 2025
CONSENT CALENDAR
Item No. 4E.

City Council Agenda Report

PROCLAMATION RECOGNIZING NOVEMBER 1, 2025, AS EXTRA MILE DAY

PREPARED BY	PRESENTED BY
Angelica Lopez, Administrative Assistant	Adria Jimenez, Director of Government and Community Relations/City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria Jimenez, Director of Government & Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Approve proclamation.

Attachments

Extra Mile Day 2025.pdf

EXTRA MILE DAY
NOVEMBER 1, 2025

WHEREAS, *the City of Buena Park, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and,*

WHEREAS, *the City of Buena Park, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and,*

WHEREAS, *the City of Buena Park, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and,*

WHEREAS, *the City of Buena Park, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2025.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby proclaim November 1, 2025, to be "EXTRA MILE DAY" and encourage members of the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

PASSED AND ADOPTED this 14th day of October 2025

Joyce Ahn
Mayor

Connor Traut
Vice Mayor

Carlos Franco
Council Member

Lamiya Hoque
Council Member

Susan Sonne
Council Member

October 14, 2025
CONSENT CALENDAR
Item No. 4F.

City Council Agenda Report

FINAL PAYMENT TO PROSPECTRA CONTRACT FLOORING FOR THE SENIOR CENTER FLOORING REPLACEMENT PHASE 1 PROJECT

PREPARED BY	PRESENTED BY
Aaron Esparza-Almaraz, Assistant Engineer	Aaron Esparza-Almaraz, Assistant Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Accept the project as complete and approve a final payment to Prospectra Contract Flooring in the amount of $114,759; and 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On May 13, 2025, the City Council approved a contract with Prospectra Contract Flooring in the amount of $197,002 for the Senior Center Flooring Replacement Phase 1 Project. The approved total construction project budget of $227,002 included a $30,000 construction contingency.

DISCUSSION

The Senior Center Flooring Replacement Phase 1 Project has been completed. This project consisted of replacing the existing flooring with approximately 1,000 square feet of carpet plank flooring and 10,000 square feet of linoleum flooring, and the restoration of 3,000 square feet of wood parquet flooring.

Contract Dates

Advertisement:	March 19, 2025
Contract Awarded:	May 13, 2025
Notice to Proceed:	June 26, 2025
Work Completed:	September 18, 2025

The contractor has submitted a bill for work completed as of September 9, 2025. All items, quantities, and prices have been checked and found to be in accordance with the contract documents. The final payment is in the amount of $114,759. The final contract cost for this project is $222,344, which includes change orders and quantity changes. This amount is $4,658 (or 2.1%) under the approved construction project budget of $227,002. The total retention is in the amount of $11,117.20, and will be released following the expiration of the 35-day lien period. An analysis of expenditures is listed in Appendix “A” – Capital Improvement Project Final Report.

It is hereby recommended that the City Council accept the project as complete.

BUDGET IMPACT

The final cost of the project is $222,344. This project was included in the FY2024-2025 Capital Improvement Program budget and was funded by the General Fund (Account No. 11-9806-190136).

Attachments

Att 1 of 3 - Appendix A_Prospectra.pdf

Att 2 of 3 - Prospectra_Final_Invoice.pdf

Att 3 of 3 -Finance Department Memorandum.pdf

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

Appendix "A" - Capital Improvement Project Final Report

SENIOR CENTER FLOORING REPLACEMENT PHASE 1 PROJECT

CONTRACT

Original Construction Contract Amount	$197,002.00
Council Approved Construction Contingency Funds	$30,000.00
Approved Construction Contract Amount	**$227,002.00**

CONTRACT ADJUSTMENTS

Contract Change Orders

CCO#1	ACM Removal, Picasso Room	$12,278.00
CCO#2	Wall Base, Color Beige	$3,772.00
CCO#3	Extra Wood Refinish, MPR	$5,871.00
CCO#4	Sheet Vinyl Stage	$3,421.00

Total Contract Adjustments	**$25,342.00**

CONTRACT EXPENDITURES

Previous Payments

Value of Work Done Previously	$107,585.00
Retention Held Previously	-$5,379.25
Less Previous Payments	$102,205.75

Final Payment

Value of Work Done This Period	$114,759.00
Retention Held This Period	-$5,737.95

Total Amount Due This Payment	**$109,021.05**

PROJECT SUMMARY

Original Construction Contract Amount	$197,002.00
Total Construction Contract Adjustment	$25,342.00
Revised Construction Contract	**$222,344.00**
Approved Construction Contract Amount	**$227,002.00**
Amount Under the Approved Construction Contract Amount	**$4,658.00**
Percentage Under the Approved Construction Contract Amount	**2.1%**

APPLICATION AND CERTIFICATE FOR PAYMENT

TO : The City of Buena Park
6650 Beach Blvd.
Buena Park, CA. 90622

PROJECT: $0.00
Senior Center Flooring Replacement
6550 Beach Blvd,
Buena Oark, CA. 90622

APPLICATION NO.: 2 Distribution to:
Invoice # PSP2504227028-8
PERIOD TO: 8/31/2025 ☐ OWNER
SCF Job # 2504227028 ☐ ARCHITECT
☐ CONTRACTOR
PROJECT NOS.: 136 ☐
sub Contract No.: ☐
CONTRACT DATE: 5/14/2025

FROM CONTRACTOR: ProSpectra Contract Flooring
10948 Willow Court, Ste 100
San Diego,Ca. 92127

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$197,002.00
2. Net change by Change Orders	$25,342.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$222,344.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on SOV)	$222,344.00
5. RETAINAGE:	
a. 10% of Completed Work (Columns D + E on SOV)	$11,117.20
b. 10% of Stored Material (Column F on SOV)	
Total Retainage (Line 5a + 5b or Total in Column I of SOV	$11,117.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$211,226.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$102,205.75
8. CURRENT PAYMENT DUE	$109,021.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$11,117.20

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$25,342.00	$0.00
Total approved this Month	$0.00	
Total This Month	$0.00	$0.00
NET CHANGES by Change Order	$25,342.00	$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: ProSpectra Contract Flooring

By: Patti Parker Date 09/05/25

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER:

By: Date:

CONSTRUCTION MANAGER:

By: Date:

Subcontractor
Project

CONTINUATION SHEET

From: Pro Spectra Contract Flooring

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

SENIOR CENTER CARPET REPLACEMENT PHASE 1

Architect:

Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO:	2
APPLICATION DATE:	8/31/2025
PERIOD TO:	8/31/2025
PROJECT NO.:	136
HMC NO.:	
DSA NO.:	

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS		%	BALANCE	RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(G÷C)	TO FINISH (C - G)	
1	Mobilization	$1,200.00	$1,200.00	$0.00	$0.00	$1,200.00	100%	$0.00	$60.00
2	Remove & Dispose Flooring	$12,095.00	$9,071.00	$3,024.00	$0.00	$12,095.00	100%	$0.00	$604.75
3	Furnish and Install Carpet Flooring	$11,184.00	$0.00	$11,184.00	$0.00	$11,184.00	100%	$0.00	$559.20
4	Furnish and Install Linoleum	$116,889.00	$87,667.00	$29,222.00	$0.00	$116,889.00	100%	$0.00	$5,844.45
5	Furnish and install Wall Base	$7,834.00	$5,875.00	$1,959.00	$0.00	$7,834.00	100%	$0.00	$391.70
6	Repair, Restore and Refinish Wood Floor at MPR	$45,162.00	$0.00	$45,162.00	$0.00	$45,162.00	100%	$0.00	$2,258.10
7	Repair, Restore and Refinish Wood at Stage	$2,638.00	$0.00	$2,638.00	$0.00	$2,638.00	100%	$0.00	$131.90
8		$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
9	Change Order #1 ACM Removal at Picasso Room	$12,278.00	$0.00	$12,278.00	$0.00	$12,278.00	100%	$0.00	$613.90
10	Change Order #2 Wall Base	$3,772.00	$3,772.00	$0.00	$0.00	$3,772.00	100%	$0.00	$188.60
11	Change Order #3 Wood Refinish Extra at MPR	$5,871.00	$0.00	$5,871.00	$0.00	$5,871.00	100%	$0.00	$293.55
12	Change Order #4 Sheet Vinyl Stage	$3,421.00	$0.00	$3,421.00	$0.00	$3,421.00	100%	$0.00	$171.05
	Grand Totals	**$222,344.00**	**$107,585.00**	**$114,759.00**	**$0.00**	**$222,344.00**	**100.00%**	**$0.00**	**$11,117.20**

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: ProSpectra Contract Flooring
Name of Customer: The City of Buena Park
Job Location: Senior Center Flooring Replacement
Owner: The City of Buena Park
Through Date: 8/31/2025

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: The City of Buena Park
Amount of Check: $ $109,021.05
Check Payable to: ProSpectra Contract Flooring

Exceptions,

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release:
Amount(s) of unpaid progress payment(s): $
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: Christian George
Claimant's Title: Authorized Agent
Date of Signature: 9/5/2025

(This document compiles with California Mil Code Section 8132, operative July 1, 2012)

APPLICATION AND CERTIFICATE FOR PAYMENT

TO : The City of Buena Park
6650 Beach Blvd.
Buena Park, CA. 90622

PROJECT: $0.00
Senior Center Flooring Replacement
6550 Beach Blvd,
Buena Oark, CA. 90622

APPLICATION NO.: 3 Distribution to:
Invoice # PSP2504227028-R
PERIOD TO: retention ☐ OWNER
SCF Job # 2504227028 ☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR: ProSpectra Contract Flooring
10948 Willow Court, Ste 100
San Diego,Ca. 92127

VIA ARCHITECT:

PROJECT NOS.: 136 ☐
sub Contract No.: ☐
CONTRACT DATE: 5/14/2025

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		$197,002.00
2. Net change by Change Orders		$25,342.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)		$222,344.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on SOV)		$222,344.00
5. RETAINAGE:		
a. 10% of Completed Work (Columns D + E on SOV)	$0.00	
b. 10% of Stored Material (Column F on SOV)		
Total Retainage (Line 5a + 5b or Total in Column I of SOV		$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$222,344.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$211,228.50
8. CURRENT PAYMENT DUE		$11,115.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$25,342.00	$0.00
Total approved this Month	$0.00	
Total This Month	$0.00	$0.00
NET CHANGES by Change Order	$25,342.00	$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: ProSpectra Contract Flooring

By: _____ Date 09/05/25
Patti Parker

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER:

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT, A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: ProSpectra Contract Flooring
Name of Customer: The City of Buena Park
Job Location: Senior Center Flooring Replacement
Owner: The City of Buena Park

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below, This document is effective only on the claimant's receipt of payment from the financial institution on which the following check Is drawn:

Maker of Check: The City of Buena Park
Amount of Check: $ 11115.50
Check Payable to: ProSpectra Contract Flooring

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $ 0

Claimant's Signature: Chyla George
Claimant's Title: Authorized Agent
Date of Signature: 9/5/2025

(This document complies with California Civil Code Section 8136, operative July 1, 2012)

City of BUENA PARK

MEMORANDUM
Department of Public Works

DATE: October 14, 2025

TO: Adrian Garcia, Finance Manager

FROM: Mina Mikhael, P.E., Director of Public Works / City Engineer

SUBJECT: SENIOR CENTER FLOORING REPLACEMENT PHASE 1 PROJECT

Amount: $114,759.00 Account No.: 11-9806-190136

Purchase Order: #260029

Contractor: ProSpectra Contract Flooring
10948 Willow Court, Ste 100
San Diego, CA 92127

Date Warrants are to be Mailed: 10/23/2025

RECOMMENDATION:
It is recommended that the Finance Officer issue a warrant for the final payment on this contract.

CERTIFICATION:
This is to certify that the subject project has been completed satisfactorily. The contractor has submitted the final bill for the completed work and is entitled to payment in the amount of $114,759.00 less 5% retained (attached). Bid items, quantities and prices have been checked through this department and are found to be accurate in accordance with the contract documents. A copy of the final report is attached for your file. A “Notice of Completion” will be filed by the Public Works upon approval of the City Council, and following the expiration of the 35-day lien period; the 5% retention will be released to the contractor. Final Payment represents 100% completion to date.

C: Aaron Esparza-Almaraz, Assistant Engineer
Gloria Hernandez, Account Clerk

October 14, 2025
CONSENT CALENDAR
Item No. 4G.

City Council Agenda Report

FINAL PAYMENT TO ALL AMERICAN ASPHALT FOR THE 2024-2025 ANNUAL SLURRY SEAL PROJECT

PREPARED BY	PRESENTED BY
HySun Lee, Assistant Engineer	HySun Lee, Assistant Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Accept the project as complete and approve a final payment to All American Asphalt in the amount of $295,220; and 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On March 25, 2025, the City Council approved a contract with All American Asphalt in the amount of $316,750 for the 2024-2025 Annual Slurry Seal Project. The total approved construction project budget of $351,750 included a $35,000 construction contingency.

DISCUSSION

The 2024-2025 Annual Slurry Seal Project has been completed. This project consisted of applying slurry seal on existing residential streets, replacing traffic striping, and repaving curved roads (knuckled road). Work limits include Florence Avenue, Brenda Avenue, Belle Avenue, Myra Avenue, Miranda Avenue, Marcella Way, Marian Avenue, Greta Avenue, Hester Avenue, and Lorinda Avenue.

Contract Dates

Advertisement:	February 13, 2025
Contract Awarded:	March 25, 2025
Notice to Proceed:	April 28, 2025
Work Completed:	August 26, 2025

The contractor has submitted a bill for work completed as of September 16, 2025. All items, quantities, and prices have been checked and found to be in accordance with the contract documents. The final payment is in the amount of $295,220. The final contract cost for this project is $295,220, which includes quantity changes. This amount is $56,530 (or 16.1%) under the approved construction project budget of $351,750. The total retention is in the amount of $14,761, and will be released following the expiration of the 35-day lien period. An analysis of expenditures is listed in Appendix “A” – Capital Improvement Project Final Report.

It is hereby recommended that the City Council accept the project as complete.

BUDGET IMPACT

The final cost of the project is $295,220. This project was included in the FY 2024-2025 Capital Improvement Program budget and funded by the Road Maintenance and Rehabilitation Account (RMRA) Fund (Account No. 24-9806-590010).

Attachments

Att 1of3 Appendix A.pdf

Att 2of3 Invoice.pdf

Att 3of3 Finance Memo.pdf

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

Appendix "A" - Capital Improvement Project Final Report

2024-2025 ANNUAL SLURRY SEAL PROJECT

CONTRACT

Original Construction Contract Amount	$316,750.00
Council Approved Construction Contingency Funds	$35,000.00
Approved Construction Contract Amount	**$351,750.00**

CONTRACT ADJUSTMENTS

Contract Change Orders		
CCO#1	Quantity Adjustments	-$21,530.00
Total Contract Adjustments		**-$21,530.00**

CONTRACT EXPENDITURES

Previous Payments	
Value of Work Done Previously	$0.00
Retention Held Previously	$0.00
Less Previous Payments	$0.00
Final Payment	
Value of Work Done This Period	$295,220.00
Retention Held This Period	-$14,761.00
Total Amount Due This Payment	**$280,459.00**

PROJECT SUMMARY

Original Construction Contract Amount	$316,750.00
Total Construction Contract Adjustment	-$21,530.00
Revised Construction Contract	**$295,220.00**
Approved Construction Contract Amount	**$351,750.00**
Amount Under the Approved Construction Contract Amount	**$56,530.00**
Percentage Under the Approved Construction Contract Amount	**16.1%**

ALL AMERICAN ASPHALT
AN EQUAL OPPORTUNITY EMPLOYER
P.O. BOX 2229, CORONA, CA 92878-2229
T 951-736-7600 F 951-739-4671
CONTRACTORS LICENSE #267073 A,C12 DIR #1000001051

CITY OF BUENA PARK
PO BOX 5009
BUENA PARK, CA 90622

464

INVOICE

211989

DATE: AUGUST 31, 2025 JOB NO. 36705 FOR: FINAL INVOICE

ITEM	DESCRIPTION	QUANTITY OR %			AMOUNT TO DATE INCLUDING THIS BILLING	QUANTITY THIS BILLING	CONTRACT UNIT PRICE	AMOUNT THIS BILLING
		Per Contract	Pre-Reported	TO DATE INCLUDING THIS BILLING				
1	SWPPP	1.00	.00	1.00	6,000.00	1.00	6,000.00 LS	6,000.00
2	SIGNS & STRIPE	1.00	.00	1.00	30,000.00	1.00	30,000.00 LS	30,000.00
3	RPMS TYPE 1	395,000.00	.00	395,000.00	126,400.00	395,000.00	0.32 SF	126,400.00
4	COLDMILL 2"	21,000.00	.00	20,000.00	20,000.00	20,000.00	1.00 SF	20,000.00
5	CONSTRUCT 2" AC	21,000.00	.00	20,000.00	50,000.00	20,000.00	2.50 SF	50,000.00
6	EDGE GRIND	23,400.00	.00	23,400.00	17,550.00	23,400.00	0.75 LF	17,550.00
7	ADJUST UTILITY COVER	5.00	.00	.00	.00	.00	1,450.00 EA	.00
8	RR CURB & GUTTER	320.00	.00	320.00	36,800.00	320.00	115.00 LF	36,800.00
9	OVER EXCAVATION	50.00	.00	22.00	8,470.00	22.00	385.00 CY	8,470.00

24-25 ANNUAL SLURRY SEAL PROJE
BALL RD & VALLEY VIEW ST
BUENA PARK CA

Contract No. AD25-046

GROSS BILLED TO DATE	295,220.00	THIS BILLING TOTAL	295,220.00
LESS RETENTION TO DATE	14,761.00	LESS RETENTION . . .	14,761.00
NET BILLED TO DATE	280,459.00	AMOUNT DUE THIS BILLING	280,459.00

INVOICE

City of BUENA PARK

MEMORANDUM
Department of Public Works

DATE: October 14, 2025

TO: Adrian Garcia, Finance Manager

FROM: Mina Mikhael, P.E., Director of Public Works / City Engineer

SUBJECT: 2024-2025 ANNUAL SLURRY SEAL PROJECT

Amount: $295,220.00 Account No.: 24-9806-590010

Purchase Order: 250436

Contractor: ALL AMERICAN ASPHALT CORP.
P.O. Box 2229
Corona, CA 92878

Payment Process Date per City Schedule: October 23, 2025

RECOMMENDATION:
It is recommended that the Finance Officer issue a warrant for the final payment on this contract.

CERTIFICATION:
This is to certify that the subject project has been completed satisfactorily. The contractor has submitted the final bill for the completed work and is entitled to payment in the amount of $295,220.00 less 5% retained (attached). Bid items, quantities and prices have been checked through this department and are found to be accurate in accordance with the contract documents. A copy of the final report is attached for your file. A “Notice of Completion” will be filed by the Public Works upon approval of the City Council, and following the expiration of the 35-day lien period; the 5% retention will be released to the contractor. Final Payment represents 100% completion to date.

C: Hysun Lee, Assistant Engineer
Gloria Hernandez, Account Clerk

October 14, 2025
CONSENT CALENDAR
Item No. 4H.

City Council Agenda Report

LAND USE LICENSE AGREEMENT RENEWAL WITH SOUTHERN CALIFORNIA EDISON FOR THE RIGHT-OF-WAY BETWEEN EL MONTE DRIVE AND VALLEY VIEW STREET (PARKS, RECREATION, AND COMMUNITY GARDENS)

PREPARED BY	PRESENTED BY
Aaron Esparza-Almaraz, Assistant Engineer	Aaron Esparza-Almaraz, Assistant Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

Recommended Action: 1) Approve a five-year license agreement renewal with Southern California Edison (SCE) for use of its right-of-way between El Monte Drive and Valley View Street for parks and/or recreation space and the community gardens, in the amount of $41,980.55; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On June 22, 2021, the City Council approved a five-year license agreement with SCE for the right-of-way located between El Monte Drive and Valley View Street.

DISCUSSION

On June 22, 2021, the City's five-year license agreement with SCE to utilize right-of-way land between El Monte Drive and Valley View Street for park purposes will expire. The area is currently used for the Silverado Trail and Community Gardens. These park amenities have become important green spaces and recreational areas for City residents. Staff recommends approving the proposed five-year license agreement with SCE to continue utilizing the right-of-way for this purpose.

BUDGET IMPACT

This agreement is in the amount of $41,980.55 over a five-year period and will be funded by the Park Facility Maintenance Account (Account No. 11-6240-860810). Funding for this agreement is included in the current budget and will be included in subsequent budgets. Payments include an annual 5% rate increase, as follows:

YEAR	TOTAL COST
2026	$7,597.42
2027	$7,977,29
2028	$8,376.16
2029	$8,794.97
2030	$9,234.71

Attachments

9.4081 Licenese Renewal Agreement.pdf

CITY OF BUENA PARK

L I C E N S E A G R E E M E N T

I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS MATERIALS AND WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAWS AND REGULATIONS
26. GOVERNING LAW
27. INDEMNIFICATION; ASSUMPTION OF RISK; RELEASE
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (_____)/(_____/_____/_____)
Licensor/Licensee

37. INDUCED VOLTAGES
38. NOTICES
39. RECORDING
40. COMPLETE AGREEMENT
41. SIGNATURE AUTHORITY
42. SURVIVAL
APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS
ADDENDUM(S)
PARK USE
NON-MOTORIZED BIKING & HIKING TRAILS
TREES/LANDSCAPING

Initial (_____)/(_____/_____/_____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF BUENA PARK, a municipal corporation, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 263-432-01, and all of Assessor's Parcel Numbers 136-093-31, 136-093-32, 136-141-09, 263-442-01, 263-442-02, 263-442-04, 263-453-44, 263-464-18, 263-464-19, situated in the City of Buena Park, County of Orange, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal, and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege, or interest (such as a lease) in the Property or similarly situated parcels.

- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.

- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy, or any other interest in the Property.

- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.

- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases, and relinquishes any and all right(s) to assert any claim of right, privilege, or interest in the Property other than the License.

- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (_____)/(_____/_____/_____)
Licensor/Licensee

1. Use: Licensee will use the Property for park and public recreation and community garden purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made, and Licensee is not relying on any such representation, covenant, warranty, or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of July, 2026 and ending on the last day of June, 2031. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Seven Thousand Five Hundred Ninety-Seven and 42/100 Dollars ($7,597.42) upon the execution and delivery of this Agreement with subsequent annual payments as specified below. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	July 1, 2026 - June 30, 2027	$7,597.42	July 2026
Second Year	July 1, 2027 - June 30, 2028	$7,977.29	July 2027
Third Year	July 1, 2028 - June 30, 2029	$8,376.16	July 2028
Fourth Year	July 1, 2029 - June 30, 2030	$8,794.97	July 2029
Fifth Year	July 1, 2030 - June 30, 2031	$9,234.71	July 2030

All accounts not paid within 30 days of the agreed upon due date will be charged a late fee equal to ten percent (10%) of the full amount that was due on said date. To the extent a payment is not made within sixty (60) days, Licensor may increase the late fee to twenty percent (20%) of the full amount due. Licensor shall further be entitled to any other costs associated with collection of the unpaid amounts.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

(a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than $1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents, and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

Initial (_____)/(_____/_____/_____)
Licensor/Licensee

(b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

(c) Commercial Automobile Liability insurance with a combined single limit of $1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply

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with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes, or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed, or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove or relocate at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require

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Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

a. A 50-foot-radius around suspension tower legs, H-Frames, and poles and 100-foot radius around dead-end tower legs, H-Frames, and poles.
b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish, and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise, or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County, and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing, and equipment, in the manner prescribed by law.

14. Hazardous Material and Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state, or local laws, rules or regulations pertaining to the use, management, storage, or disposal of waste, including, but not limited to hazardous, toxic, or infectious materials. Unless permitted by Licensor in writing, Licensee will not, or allow others to, place, use, or store any hazardous, toxic, or infectious materials and/or waste on the Property. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard, or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor.

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Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish, and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment, and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair, and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval in accordance with Article 6.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments, or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

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23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer, or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Laws and Regulations: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders, and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall also comply with the requirements of every addendum attached hereto. Licensee shall hold harmless, defend, and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation, and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification; Assumption of Risk; Release: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee. Licensee agrees to assume all risk of loss by fire, flood, earthquake, theft, accident, or casualty of any kind, which may affect the Property, any improvements constructed or installed thereon by Licensee, Licensee’s use of the Property, or exercise of the rights granted herein. Licensee releases and waives all claims against Licensor and each of the indemnified parties for loss or damage caused by, arising out of, or in any way connected with Licensor’s or Licensee’s use of the Property or the exercise of the rights granted herein.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee’s failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

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29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

(a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.

(b) The abandonment or vacating of the Property by Licensee.

(c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.

(d) The violation by Licensee of any resolution, ordinance, statute, code, regulation, or other rule of any governmental agency applicable to Licensee's activities under this Agreement.

(e) Any attempt to exclude Licensor from the licensed premises.

(f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.

(g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

(h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.

(i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

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Licensor/Licensee

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee's personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S), THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 32 SHALL EXPRESSLY SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval

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of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state, and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title, and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of

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electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

38. Notices: All notices required to be given by either party shall be made in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party. Notices shall be addressed as follows:

To Licensor: Southern California Edison Company
Real Properties and Permitting
Land Management – Southern Region
3 Innovation Way
Pomona, CA 91768
Email: landuse@sce.com

To Licensee: City of Buena Park
6955 Aragon Circle
Buena Park, CA 90620
Email: fcapistrano@buenapark.com

Business Telephone No. (714) 562-3854

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. Any appendices, addenda and exhibits attached hereto are incorporated herein and made an integral part hereof. This Agreement may not be modified, amended, contradicted, supplemented, or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties. In case any provision in this Agreement shall be deemed invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

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41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

(THIS SPACE INTENTIONALLY LEFT BLANK)

Initial (_____)/(_____/_____/_____)
Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By_____

CAROLINA BEDOLLA
Real Estate & Facilities Specialist
Land Management – Southern Region
Real Properties and Permitting

_____
Date

LICENSEE:

CITY OF BUENA PARK, a municipal corporation

By_____
Aaron France, City Manager

_____
Date

By_____
Adria M. Jimenez, MMC, City Clerk

_____
Date

By_____
Christopher G. Cardinale, City Attorney

_____
Date

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Licensor/Licensee

APPENDIX

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval *prior to the start of any construction on* "Licensor" *property*.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot-wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
    a. 100 feet in length
    b. 50 feet in width
    c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot-wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames, and poles
    c. 100-foot radius around dead-end tower legs, H-Frames, and poles
    d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shade structures must utilize the following design:
    a. Temporary/slip joint construction only.
    b. Non-flammable frame only
    c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer.
    d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
    a. 100 feet in length
    b. 50 feet in width
    c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot-wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames, and poles
    c. 100-foot radius around dead-end tower legs, H-Frames, and poles
    d. 25-foot radius around anchors/guy wires, poles, and wood poles
3. Shadehouses/hothouses must utilize the following design:
    a. Temporary/slip joint construction only
    b. Non-flammable frame only
    c. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer
    d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipes must be plastic Schedule 40 or better.
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot-wide access roads
    b. 50 -foot radius around suspension tower legs, H-Frames, and poles

Initial (_____)/(_____/_____/_____)
Licensor/Licensee

c. 100-foot radius around dead-end tower legs, H-Frames, and poles

4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way.
5. Suitable identification markers will be required on main controllers and valves.
6. Locations of main shut off valve will be provided and shown on a plot plan.
7. Underground facilities must have a minimum cover of three feet.
8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the area directly located under the outer circumference of the overhead conductors, which is commonly known as the "drip line."
2. Trees must have slow to moderate growth and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet.
3. Placement of large rocks (boulders) must be approved in writing by Licensor.
4. Any mounds or change of grade must be approved in writing by Licensor.
5. No cactus or thorny shrubs will be permitted.
6. Retaining walls, planters, etc. may be considered on a case-by-case basis and must be approved in writing by Licensor.
7. No crushed or freshly laid asphalt will be permitted.

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

a. Must have axles and wheel and be able to be moved
b. Maximum length: 40 feet
c. Maximum height: 15 feet
d. Maximum width: 12 feet

2. No trailers will be permitted within the following areas reserved for Licensor's access:

a. Within 2 feet from edge of 16-foot-wide access roads
b. 50-foot radius around suspension tower legs, H-Frames, and poles
c. 100-foot radius around dead-end tower legs, H-Frames, and poles
d. 25-foot radius around anchors/guy wires, poles, and wood poles

Initial (_____)/(_____/_____/_____)
Licensor/Licensee

e. Under or within 10 feet of the conductor “drip lines”

3. Sewer or gas lines to trailers must be approved in writing by Licensor.
4. Location of all electrical and telephone lines must be approved in writing by Licensor.
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes.
7. Toxic or flammable materials will not be permitted in trailers.
8. Adequately grounded in accordance with plans approved and stamped by a California electrical engineer.

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the “drip lines” without Licensor’s prior written approval. Parking spaces to be identified under the approved site plan. “No Parking” striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way.
3. No toxic or flammable materials will be permitted.
4. No materials shall be stored within the following areas reserved for Licensor’s access:
    a. Within 2 feet from edge of 16-foot-wide access roads
    b. 50 - foot radius around suspension tower legs, H-Frames, and poles
    c. 100 - foot radius around dead-end tower legs, H-Frames, and poles
    d. 25 feet from anchors/guy wires, poles, and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet.
6. No storage of gasoline, diesel or any other type of fuel will be permitted.
7. Any fencing around the storage areas must have Licensor’s prior written approval.

Initial (_____)/(_____/_____/_____)
Licensor/Licensee

A D D E N D U M

PARK USE

A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.

B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.

C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.

D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."

E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."

F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."

G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.

H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.

I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.

J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

Initial (_____)/(_____/_____/_____)
Licensor/Licensee

A D D E N D U M

NON-MOTORIZED BIKING & HIKING TRAILS

A. Licensee must obtain the prior written approval from Licensor for the installation of any non-motorized biking and hiking trails, including any subsequent modifications. Licensee will maintain the non-motorized biking and hiking trails at all times in a safe condition satisfactory to Licensor.

B. At any time, Licensor may require the removal, modification, or relocation of any portion of the non-motorized biking and hiking trails. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.

C. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "Non-motorized Biking and Hiking Only. No Other Use Permitted."

D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."

E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."

F. Licensee must close the non-motorized biking and hiking trails at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the non-motorized biking and hiking trails for more than three days, Licensee will notify the general public of the closure by posting at all access points to the Property.

G. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks to prevent unauthorized vehicular use or parking on the Property, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.

H. Licensee is responsible for all erosion control in connection with the construction, operation, maintenance, and use of the non-motorized biking and hiking trails, including but not limited to, water flowing onto lands of others. Licensee will perform any work deemed necessary by Licensor to correct any damage to the Property of the land of others.

I. Use of the Property is a joint use with Licensor and other tenants of Licensor. Licensor may use the biking and hiking trails for access to its facilities.

Initial (_____)/(_____/_____/_____)
Licensor/Licensee

A D D E N D U M

TREES/LANDSCAPING

A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.

C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.

D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.

E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.

F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.

G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.

H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.

I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.

J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (_____)/(_____/_____/_____)
Licensor/Licensee

October 14, 2025
CONSENT CALENDAR
Item No. 4I.

City Council Agenda Report

AGREEMENT WITH FLOCK SAFETY TO LEASE AUTOMATED LICENSE PLATE READERS AND DATA STORAGE

PREPARED BY	PRESENTED BY
John T. Bailey, Lieutenant	Nghia Nguyen, Police Captain
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Frank Nunes, Chief of Police	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a two-year lease agreement with Flock Safety for eight (8) automated license plate readers (ALPR) and data storage services for a total cost of $79,400; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Authorize the Police Department to continue expanding existing Flock Safety ALPR locations.

PREVIOUS CITY COUNCIL ACTION

Flock Safety has been a strategic partner with the Buena Park Police Department, offering ALPR services since 2021. The Police Department previously used a combination of the Edward Byrne Memorial Justice Assistance Grant (JAG) and the general fund to pay for existing Flock Safety ALPRs.

DISCUSSION

Automated license plate readers are a proven, technology-driven solution that enhances public safety in our community. ALPRs provide the Buena Park Police Department with real-time, actionable intelligence on vehicle-related crimes. Flock Safety deploys solar-powered, wireless cameras that capture license plates, vehicle make/model/color, and timestamps without recording faces or identifiable individuals. ALPR technology fills critical evidence gaps, enabling faster case clearance and disrupting crime patterns. Flock Safety technology and data facilitate the tracking of cross-jurisdictional movements of suspects, aiding investigators in solving crimes.

This agreement expands the City's existing Flock Safety services for a two-year term, with the option to renew for additional two-year periods at $39,700 each. The agreement has been reviewed and approved by the City Attorney.

BUDGET IMPACT

The two-year agreement is $79,400, with each additional two-year term costing $39,700. The agreement will be funded with Measure R funds (Account No. 13-650701-6240)

Attachments

Flock Safety ALPR Agreement 2025 with Attestation and Approval.pdf

Existing Master Service Agreement with Flock Safety (License Plate Readers).pdf

Flock COI 2025.pdf

Flock Safety + CA - Buena Park PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Larry Barsocchini
larry.barsocchini@flocksafety.com
408.317.8617

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	CA - Buena Park PD	Initial Term:	24 Months
Legal Entity Name:	CA - Buena Park PD	Renewal Term:	24 Months
Accounts Payable Email:	jtbailey@bppd.com	Payment Terms:	Net 30
Address:	6640 Beach Blvd Buena Park, California 90621	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	365 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$39,700.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	3	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	5	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	Included	19	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	$0.00	5	$0.00
Professional Services - Standard Implementation Fee	$0.00	3	$0.00
		Subtotal Year 1:	$39,700.00
		Annual Recurring Subtotal:	$39,700.00
		Discounts:	$2,700.00
		Estimated Tax:	$0.00
		Contract Total:	$79,400.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$39,700.00
Annual Recurring after Year 1	$39,700.00
Contract Total	$79,400.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$2,700.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Extended data retention (Up to 1 Year)	Extended data retention for up to 1 year for 1 Law Enforcement grade LPR camera.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: CA - Buena Park PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

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Flock Safety + CA - Buena Park PD

Flock Group Inc.
1170 Howell Mill Rd. Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Anton Benbalit
anton.benbalit@flocksafety.com
2064321524

flock safety

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Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	**120**	**1B+**	**<60%***
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

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Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

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Out-of-Box Software Features	

Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras.
	The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint ™ technology. Search filters include:
	• Vehicle make
	• Body type
	• Color
	• License plates
	  ○ Partial tags
	  ○ Missing tags
	  ○ Temporary tags
	  ○ State recognition
	• Decals
	• Bumper stickers
	• Back racks
	• Top racks

National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: *California SVS* *FDLE* *FL Expired Licenses* *FL Expired Tags* *FL Sanctioned Drivers* *FL Sex Offenders* *Georgia DOR* *IL SOS* *Illinois Leads* *NCIC* *NCMEC Amber Alert* *REJIS* *CCIC* *FBI*
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

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Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

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License Plate Recognition		
The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.* *Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department		
Flock Safety Falcon®LPR Camera	**Flock Safety Falcon® Flex**	**Flock Safety Falcon® LR**
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Rage LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

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Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. *Note: Ongoing maintenance does not apply to Falcon Flex devices.*
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.

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flock safety

EXHIBIT A
ORDER FORM

Customer:	CA - Buena Park PD	Initial Term:	24 Months
Legal Entity Name:	CA - Buena Park PD	Renewal Term:	24 Months
Accounts Payable Email:	jtbailey@bppd.com	Payment Terms:	Net 30
Address:	6650 Beach Blvd Buena Park, California 90621	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$22,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	4	Included
Flock Safety Falcon ®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	4	$2,600.00

Subtotal Year 1:	$24,600.00
Annual Recurring Subtotal:	$22,000.00
Discounts:	$4,000.00
Estimated Tax:	$0.00
Contract Total:	$46,600.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

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Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$24,600.00
Annual Recurring after Year 1	$22,000.00
Contract Total	$46,600.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$4,000.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

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Product and Services Description

Flock Safety Platform Items	Product Description	Terms

TemplateErrorExists:XPath expression (//Flock_Safety_LPR_Products[text()='Flock Safety Falcon ®']) returned more than one node

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By: DocuSigned by: Mark Smith AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 8/4/2023

Customer: CA - Buena Park PD

By: J. Bailey

Name: JOHN T. BAILEY

Title: LIEUTENANT

Date: 8/4/23

PO Number: N/A

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Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 02 day of August 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

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exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

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1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 "***Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

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2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

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2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

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3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

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text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (***"Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

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such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

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withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.
7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

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8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

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PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

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LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

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Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

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11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

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11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: 6640 BEACH BLVD. BUENA PARK, CA 90621

ATTN: SUPPORT SERVICES COMMANDER

EMAIL: BGEYER@BPPD.COM

DocuSign Envelope ID: 23BDD1E4-9F89-4DA8-9C10-A12A6D97B7D6

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

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(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Pacific Agents Alliance Insurance Agency; Julie Traughber Insurance Agency
524 S Rosemead Blvd
Pasadena CA 91107

CONTACT NAME: Julia B. Traughber, CISR, CLCS
PHONE (A/C, No, Ext): (818) 203-2209 FAX (A/C, No): (626) 799-7051
E-MAIL ADDRESS: julie@julietraughberins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Twin City Fire Insurance Company	29459
INSURER C : Houston Casualty Company	42374
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Phoenix Group Information Systems
2677 N Main St, Suite 440
Santa Ana CA 92705

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	BKS58373560	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 2,000,000 $ 15,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAS58373560	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	XWS58373560	10/01/2024	10/012025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions Liability plus Tech/Guard Cyber Liability			H24TG31831-03	02/08/2025	02/08/2026	Errors&Omissions Lia Tech/Cyber Liability Deductible	$3,000,000 $3,000,000 $30,000

APPROVED
By Rebecca Valdez at 1:16 pm, Mar 31, 2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

B. Commercial Crime Coverage - Policy No. 72KB028207021 w/limit of $1,000,000 for policy period 10/01/2024 to 10/01/2025.

It is agreed that the City of Buena Park, its elected officials, officers, attorneys, agents, employees and designated volunteers are named Additional Insureds w/regard to General Liability coverages per form CG2026 (04/13) attached here and to the policy. It is further agreed that any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not be called upon to contribute with it. This insurance afforded by the policy applies separately to each insured against whom a claim or suit is made or suit is brought except with respect to the limit of the insuerd's liability. All insurance

CERTIFICATE HOLDER

City of Buena Park, Parking
Attention: Police Department
6640 Beach Boulevard
Buena Park CA 90622

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julia B. Traughber

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Pacific Agents Alliance Insurance Agency; Julie Traughber Insurance Agency	Phoenix Group Information Systems
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

insuerd's liability. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days prior written notice from insurer to the City. Such notice shall be provided via certified mail return receipt requested. Insurer shall require the insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insured to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to the notice provisions. It is also agreed that Waiver of Subrogation is included on the General Liability policy per Form CG2404 (10/93) and on the Workers Compensation policy per Form WC000313 (04/64) attached.

All coverage is subject to the terms and conditions of each policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Buena Park, etal
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Buena Park, etal

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Buena Park, etal

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Phoenix Group Information Sys. Effective Policy No. 10/01/2024 Endorsement No. 1
Insured

Premium

Verified by pdfFiller
02/18/2025

Insurance Company
Twin City Fire Insurance Company

Countersigned by Julia Traugher

© 1983 National Council on Compensation Insurance.

October 14, 2025
NEW BUSINESS
Item No. 5A.

City Council Agenda Report

PROFESSIONAL SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC., FOR DESIGN SERVICES OF THE JOHN BEAT PARK, CARL BRENNER PARK (CONCEPTS) AND DISTRICT 2 POCKET PARK (CONCEPT & DESIGN) IMPROVEMENTS PROJECT

PREPARED BY	PRESENTED BY
Jaden Miller, Associate Engineer	Jaden Miller, Associate Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a Professional Services Agreement with RJM Design Group, Inc., in the amount of $292,450 for design services for the John Beat Park, Carl Brenner Park (Concepts) and District 2 Pocket Park (Concept & Design) Improvements Project; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City seeks to retain a qualified and experienced consultant to support planned improvements at three park sites: **John Beat Park, Carl Brenner Park, and District 2 Pocket Park**. The selected consultant will be responsible for:

- John Beat Park & Carl Brenner Park:

  Development of concept plans, renderings, and cost estimates to guide future park improvements.

- District 2 Pocket Park:

  Development of full design documents, including plans, specifications, and a cost estimate suitable for construction bidding and permitting.

On August 26, 2025, staff issued a Request for Proposals (RFP) to retain a consultant to provide professional design services for the Project. Six (6) proposals were received on September 18, 2025, and were thoroughly evaluated by staff. The proposals ranged from $159,480 to $428,561.

Although proposals ranged from $159,480 to $428,561, staff selected RJM Design Group, Inc. based on their demonstrated understanding of the scope, proposed schedule, cost-effectiveness over the project lifecycle, and strong track record with similar projects for the City.

Staff recommends executing an agreement with RJM Design Group, Inc. for professional design services, including concepts, renderings, plans, specifications, cost estimates, and construction support. The design phase is scheduled to commence in October 2025 and is anticipated to be completed by April 2026.

The City Attorney has reviewed and approved the proposed agreement.

BUDGET IMPACT

The total agreement amount of $292,450 will be fully funded through Measure R revenues. The necessary funds have been allocated in the FY 2025–26 Capital Improvement Program (CIP) budget under the following accounts:

John Beat Park (Account No. 13-9806-190304)
Carl Brenner Park (Account No. 13-9806-190305)
District 2 Pocket Park (Account No. 13-9806-190306)

Attachments

Att. 1 of 2 - RFP Parks.pdf
Att. 2 of 2 - PSA Parks.pdf

CITY OF BUENA PARK

COUNTY OF ORANGE
STATE OF CALIFORNIA

REQUEST FOR PROPOSAL (RFP)

JOHN BEAT PARK/CARL BRENNER PARK (CONCEPT) AND DISTRICT 2 POCKET PARK (CONCEPT & DESIGN) IMPROVEMENTS PROJECT

Proposal Due Date: SEPTEMBER 18, 2025 BY 3:00 PM

RFP Administrator:

Jaden Miller, P.E., Associate Engineer
City of Buena Park - Public Works
6650 Beach Blvd,
Buena Park, CA 90621
T: (714) 562-3685
jmiller@buenapark.com

Interested parties may obtain a copy of this RFP by emailing the RFP Administrator

ISSUED: AUGUST 26, 2025

INTRODUCTION

The City of Buena Park (City) is seeking an experienced engineering consultant (Consultant) to assist with the planning and design improvements at three park sites. The selected Consultant will be responsible for preparing **conceptual design plans and cost estimates for John Beat Park and Carl Brenner Park**, as well as conceptual and **complete Plans, Specifications, and Estimates (PS&E) for the development of District 2 Pocket Park**. A topographic survey is also required as part of the design effort for District 2 Pocket Park. In addition, the Consultant shall conduct a soils investigation, if necessary, to obtain geotechnical data and soil properties for the park's design and construction.

Each prospective Proposer is responsible for thoroughly reviewing and comprehending all the terms and conditions outlined in this Request for Proposals (RFP), including the attached documents, and conducting independent background research on the Project. Proposals should identify efforts anticipated for each park as well as separate fee scheduled for each park.

Each proposer is solely responsible for the expenses incurred in preparing and submitting their Proposal in response to this RFP. The City explicitly disclaims any responsibility for assumptions made by Proposers based on the presence or absence of information provided by the City in any form. The City may, at its sole discretion, amend this RFP by issuing written addenda. It is the sole responsibility of each Proposer to regularly monitor the project posting for any addenda related to this RFP.

The City's issuance of this RFP or acceptance of Proposals does not imply a commitment to award or enter into an Agreement. The City reserves the right to reject any or all Proposals at its discretion and may request new Proposals if deemed necessary for the best interests of the City. Furthermore, the City reserves the right to cancel, modify, or postpone this RFP at any time, and may waive any procedural irregularities or informalities that may arise during the RFP process.

Also included is a draft Professional Services Agreement (PSA) for your information that will be used between the City and the Consultant. This RFP will be evaluated based on the Consultant's qualifications and City selection. Please note, this is a prevailing wage job and needs to be reflected in your proposal, as required.

PROJECT BACKGROUND

The project involves improvements at three park sites located within the City of Buena Park - John Beat Park, Carl Brenner Park, and District 2 Pocket Park (Refer to attached exhibits for park locations).

John Beat Park and Carl Brenner Park

The selected Consultant will be responsible for preparing conceptual plans, renderings, and cost estimates for both John Beat Park and Carl Brenner Park. For each park, the conceptual plans must incorporate input gathered from two (2) in-person community outreach meetings ensuring that all feedback is integrated into the design process. Upon completion of the conceptual plans and associated preliminary cost estimates, the Consultant will be required to present the conceptual designs of each park at a City Council meeting for review and approval.

District 2 Pocket Park

The selected Consultant will be responsible for preparing a conceptual plan that will be shared with the community for feedback. The consultant will incorporate changes resulting from the meeting and present the conceptual plans, renderings, and cost estimate to City Council for final approval. Upon approval, the consultant will provide design plans, specifications, and a cost estimate (PS&E) for District 2 Pocket Park. The City envisions the park as a welcoming neighborhood space that blends active play opportunities for children with a more serene environment for relaxation and recreation. The park should cater to all age groups via a mix of active and passive elements. Potential amenities may include, but not limited to, cognitive development play features, yoga/meditation areas, meandering walking paths, art sculptures, native drought-tolerant landscaping, educational and interpretive displays, welcome signage, natural boulders and seating elements, lunch areas, and bike racks.

While the initial concept outlines some program elements, the City encourages the Consultant to build upon this foundation and explore additional features or amenities that could enhance the end-user experience and maximize the park's long-term value to the community. Proposers shall include visual concept alternatives to encourage creative thinking.

QUALIFICATIONS

MINIMUM QUALIFICATIONS

- Valid California Professional Civil Engineer or California Landscape Architect License;
- Satisfactory completion of a minimum of three (3) park PS&E within the last 5 years from today, and provide references;
- Ability to provide deliverables consistent with the latest City-adopted formats and software; and
- Familiarity with City of Buena Park standards, provisions, and practices.

SCOPE OF SERVICES

The scope of work shall include the following:

1. **Project Management and Coordination**

    a. **Project Management**

    A kick-off meeting with the City of Buena Park staff and the Consultant will be held prior to beginning work to review and refine the work program and schedule, identify critical milestones, and determine appropriate paths of communication. Consultant shall produce a baseline schedule of work and conduct periodic meetings (phone conference and coordination meetings) with the City to discuss progress.

    Deliverables

    - Schedule of work - updated biweekly
    - Meeting minutes for all design meetings

    b. **Project Coordination**

    Consultant shall coordinate major design requests and changes with the City, agencies, and other constituents that may provide design input, suggestions or restrictions for the project. Design may be altered through additional coordination efforts.

2. **John Beat Park and Carl Brenner Park – Concept Responsibilities**

    The Consultant shall deliver all necessary professional services, including engineering, planning, and administrative tasks for the preparation of conceptual plans, renderings, and cost estimates for both John Beat Park and Carl Brenner Park.

    The Consultant should anticipate participation in the following meetings throughout the course of the project:

    - Three (3) Project Development Meetings
    - Four (4) In-person Community Outreach Meetings – Two (2) per park
    - City Council Meeting

    Additional management meetings may be scheduled as needed during the course of the project.

    The Consultant is expected to incorporate, at a minimum, the following tasks into their proposed scope of services. Consultants are also encouraged to propose additional services based on their professional expertise and understanding of the City's goals.

    a. Conduct comprehensive site assessments for both parks, including evaluation of existing conditions, identification of potential improvements, assessment of parking and traffic issues, and performance of site visits as necessary.

b. Develop conceptual plans and renderings that reflect both existing and proposed improvements in accordance with City standards. Plans must clearly identify elements to be retained, removed, or replaced.

c. Prepare detailed cost estimates that align with the proposed conceptual improvements. Estimates must include costs for demolition, replacement, and new construction elements.

d. Prepare a complete conceptual plan set for each park that includes, at a minimum, a Title Sheet, Improvement Plan(s), and other supporting plans and/or details as necessary to clearly communicate the design intent and associated estimates.

e. Review and incorporate all feedback received from the City of Buena Park and community outreach meetings.

f. Ensure all conceptual plans are prepared in accordance with applicable standards and regulations including, but not limited to, Caltrans, City of Buena Park Standards, SPPWC, CA MUTCD, and any other relevant local, state, or federal regulations.

g. Coordinate with City staff to present the final conceptual plans, renderings, and cost estimates for each park to the City Council for review and approval.

h. Provide general support services during the planning phase including, but not limited to, responding to Requests for Information (RFIs) and other inquiries from City staff.

Deliverables

- Draft Concept Plans and Estimates for each park
- Final Conceptual Plans, Renderings, and Estimates for each park
- All associated CAD files, supporting documentation, and design files

3. District 2 Pocket Park – Design Responsibilities

The Consultant shall deliver all necessary professional services, including engineering, planning, and administrative tasks for the preparation of conceptual plans, renderings, project Plans, Specifications, and Estimates (PS&E) for District 2 Pocket Park.

The Consultant should anticipate participation in the following meetings throughout the course of the project:

- One (1) Project Development Meeting
- One (1) In-person Community Outreach Meeting
- One (1) City Council Meeting – Study Session

The Consultant's design responsibilities shall include, but not be limited to the following:

a. Research and review of the existing right-of-way maps, record maps, surveys, assessor maps, improvement plans, "as-built" plans, drainage conditions, grading, traffic issues, coordination, engineering site visits, and other characteristics to support project completion.

b. Identify all existing utilities on contract drawings.

c. Prepare a Water Quality Management Plan (WQMP), if applicable, and incorporate all necessary temporary and permanent storm water quality control measures.

d. If any design elements such as irrigation or lighting require separate permit agency review (e.g., OC Stormwater Division), consider noting that coordination support is required.

e. Prepare and submit 10% (conceptual), 30%, 60%, 90%, and 100% PS&E submittals to the City for review and approval.

f. The plan set shall include, but not limited to, a Title Sheet, General Notes, Demolition Plan(s), Grading Plan(s), Horizontal Control Plan(s), Improvement Plan(s), Landscape/Hardscape Plan(s), Irrigation Plan(s), and any other plans and/or details needed to complete the 100% Bid Set of Plans, Specifications, and Estimate (PS&E).

g. Review and incorporate all applicable comments from the City of Buena Park and all other involved agencies.

h. Prepare Contract Drawings with sufficient details for construction in accordance with the latest Caltrans, City Standards, SPPWC, CA MUTCD, and any other applicable regulations.

i. Design shall include ADA considerations like accessible pathways and inclusive playground equipment if applicable.

j. Provide support services to City during bidding phase including, but not limited to, responding to Requests for Information (RFI) from bidders.

k. Provide support services to City during construction phase including, but not limited to, responding to Requests for Information (RFI) from the Contractor.

l. Prepare and submit as-built drawings upon completion of the construction phase of the project, accurately reflecting all modifications and changes made during construction.

m. The City will provide environmental approval through the California Environmental Quality Act (CEQA).

Deliverables

- 10% Draft Concept Plan – To be shared at a community meeting
- 30% Concept Plans, Renderings, and Estimate
- 60% Design Plans and Estimate
- 90% Design Plans, Specifications, and Estimate
- 100% Contract Plans, Specifications, Estimate (Bid Set)
- All associated CAD files, supporting documentation, and design files

4. Survey – District 2 Pocket Park

The Consultant shall provide a topographic survey at 25-foot intervals including, but not limited to CL, EG, TC, FL, and BW for the project site. The Consultant's survey efforts shall include, but not be limited to the following:

a. All existing sidewalk, curb ramps, utility boxes, manholes, valves, power poles, traffic signals, cabinets, fire hydrants, trees, along with any other visible features within the project area. The survey shall include enough record survey control monuments to accurate map the right-of-way and property limits in the project location per available county record maps.

b. Inventory and verification of existing survey monuments within the project limits.

PROJECT MANAGEMENT - SCHEDULE

PROJECT MANAGEMENT:

Consultant shall organize, schedule, and chair all meetings. Meeting agendas shall be prepared and distributed two (2) days prior to the meetings. Meeting minutes shall be prepared within three (3) days after the meeting. In addition, communication between Consultant and City staff via email and telephone will be on going throughout project. Consultant shall allow at a minimum two (2) weeks for City of Buena Park's review of all submittals.

SCHEDULE:

Consultant shall prepare a detailed schedule showing times of completion and milestones for each task. The City desires to meet the following milestones (tentative):

- RFP Issued — August 26, 2025
- Proposal Due Date/ Submission Deadline — September 18, 2025
- City Council Award Date — October 14, 2025
- Project Kick-Off Meeting — October 28, 2025

<u>John Beat Park and Carl Brenner Park</u>

- 1st & 2nd Community Outreach Meetings — November 2025
- Draft of Conceptual Plans and Estimates — December 2025
- Final Conceptual Plans and Estimates — January 2026
- City Council Meeting — February 2026

<u>District 2 Pocket Park</u>

- 10% Draft Conceptual Plans — November 2025
- Community Outreach Meeting — December 2025
- 30% Conceptual Plans and Estimates — December 2025
- City Council Meeting – Study Session — January 2026
- 60% PS&E Submittal — February 2026
- 90% PS&E Submittal — March 2026
- 100% (Final) Contract PS&E (Bid Set) — April 2026

INSTRUCTIONS

REGISTRATION:

All interested Proposers shall register with the RFP Administrator through the City's portal on PlanetBids at: https://vendors.planetbids.com/portal/39485/bo/bo-search

PROPOSAL FORMAT:

Proposals must be:

- Typed on standard 8-1/2" x 11" paper. Minimum font size is to be 12. Drawings are not limited to the 8-1/2" x 11" size.
- Be as brief as possible and not include any unnecessary promotional material.
- The Proposals are not to exceed twenty (20) one-sided pages including all responses, reference work, and information about the firm and individuals assigned to the Project. The following items are not included as part of the 20-page total requirement: title page, table of content, cost proposal, resumes, drawings, and dividers.

Proposals shall be submitted to the RFP Administrator. Please note that part of the evaluation criteria takes Consultant's proposal responsiveness into consideration. Proposals missing the required components listed will be evaluated accordingly.

A. SCOPE OF WORK: Detailed scope of work and methodology that comprehensively defines and describes the individual tasks. The scope of work may be used as a basis for contract negotiations. Scope of work shall be based upon, but is not limited to, the information contained in this Request for Proposal (RFP).

B. CONSULTANT'S REPRESENTATIVE: Identification of the primary representative and an alternate to perform the services described in the scope of work. Each representative shall be identified in the proposal. The Consultant's representatives shall be California Licensed Professional Engineers and remain in responsible charge of all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative shall become the primary representative upon the City's approval.

C. PROJECT TEAM: Identification of the project team, including organizational chart and resumes of each team member. Specific responsibilities of each team member, including subconsultants, along with their anticipated total effort in the project, shall be detailed in a matrix of total hours of work for each task versus each job classification on the project.

D. REFERENCES: Description of the project team's past record of performance on similar projects for which your firm has provided services. The proposal shall include client references that may be contacted by the City.

E. SCHEDULE: Provide a work plan and schedule for the development and implementation of the project. Include a list of work tasks and/or milestones necessary to complete the services and their descriptions based on the aforementioned proposed schedule.

F. DESIGN BUDGET: Provide a breakdown of the estimated hours for each individual for each project task defined in the scope of work. Billing rates for each individual as well as the total design fee proposal shall be submitted in a separate sealed envelope. Proposal shall also include a cost estimate of all reimbursable costs, indirect costs, and incidentals.

G. SUBCONSULTANT: If sub-consultants are utilized, they shall be identified in the scope of work together with the services performed. Tasks shall be identified in the breakdown of estimated hours. Sub-consultants shall be directed and compensated by the Consultant.

SUBMITTAL INFORMATION:

Proposals are due by **3:00 PM on September 18, 2025** to the RFP Administrator at the City of Buena Park Public Works counter. Postmarks will not be accepted.

RFP Administrator:
Jaden Miller, P.E., Associate Engineer
City of Buena Park – Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621
T: (714) 562-3685
Email: jmiller@buenapark.com

Four hard copies (3 bound, 1 unbound) and an electronic copy of the proposal shall be submitted. Please mark all submittals as "**JOHN BEAT PARK/CARL BRENNER PARK (CONCEPT) AND DISTRICT 2 POCKET PARK (CONCEPT & DESIGN) IMPROVEMENTS PROJECT**".

It is the responsibility of each Proposer to ensure their proposal is received before the stated deadline. The Public Works Department may be reached at (714) 562-3670 to verify receipt of proposals. If the required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and will be rejected. Submittal of additional information after the due date is not permitted.

QUESTIONS, ANSWERS, AND ADDENDA TO RFP:

Prior to the RFP submission deadline, questions may arise regarding the technical and scope of work. Any verbal communications will not be considered or responded to. All questions must be submitted (via PlanetBids) to the RFP Administrator by **Thursday, September 4, 2025 at 3:00 PM**. Changes to the RFP itself shall only be made by the City via a written addendum. All addenda shall become part of the RFP document requiring response by the proposer where indicated.

PROPOSAL EVALUATION CRITERIA:

Proposals will be evaluated based on the response to all provisions of this RFP. The City may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and percentage of score as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERION	
Qualifications and Experience - The qualifications and experience of the proposing Consulting firm and team with preparing park plans, specifications, and estimates. Quality of key individuals. Client references. Familiarity with City standards, provisions, policies, and operations.	30%
Project Approach - The Consultants response in developing a comprehensive plan while meeting requirements and the City's specific needs. Consultant's ability to deploy the appropriate resources to promptly meet requested work. The Consultant's ability to self-perform the desired work, or form a quality team of subconsultants.	30%
Compliance with RFP - The ability of the Consultant to comply with all instructions set forth under this RFP as well as the Consultants ability to agree to all of the terms and conditions of the attached PSA.	20%
Schedule - Proposal for completing the project in a timely manner within the desired timeframe, inclusive of the proposer's ability to identify critical paths.	10%
Fee Proposal - Submitted fee proposal in a separate sealed envelope.	10%

The City is under no obligation to award this project to the Consultant offering the lowest fee proposal. Evaluation criteria expressed in this RFP solicitation may be used in the proposal evaluation process. In evaluating proposals, the City may consider the qualifications of the Consultants and whether the proposals comply with the prescribed requirements. The size and scope of the project at hand may dictate the degree to which Qualifications-Based Selection processes are utilized.

The City reserves the right to determine whether a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City's sole opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any/all proposals.

SELECTION PROCESS:

All Proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following: generate a "short list" and conduct interviews with the top candidates; conduct on-site visits and/or tours of the candidates' places of business; conduct negotiations with the most qualified candidate(s). Consultants should be aware that an award can be made without consultant visits, interviews, or further discussion or negotiations.

DRAFT AGREEMENT:

A standard draft template of the City's Professional Services Agreement is attached for review. Please note that general provisions and insurance requirements are not subject to change. If your firm is selected following the RFP process, a final agreement will be prepared for approval and execution. At that time, you will need to provide current insurances certificates, which meet the requirements as listed in the agreement.

TERMS AND CONDITIONS

Acceptance of Terms and Conditions

Submission of a proposal indicates acceptance by the Consultant submitting the proposal of the terms, conditions, and specifications contained in this RFP and Draft Agreement, unless clearly and specifically stated otherwise in the completed Statement of Compliance.

Precedence of Terms and Conditions

All other terms and conditions of the Draft Agreement attached within this RFP are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the draft agreement, the terms and conditions expressed in the Draft Agreement shall take precedence.

Public Record

Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of Buena Park. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this project. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Consultant by written notice to the RFP Administrator.

Late Proposals

Any proposal which is not received by the City's Public Works Department (6650 Beach Boulevard, Buena Park, CA 90621) prior to the deadline date and time set forth in this RFP shall not be considered. The City assumes no responsibility or liability for the transmission, delay, or delivery of a proposal by either public or private carriers.

Representations Not Binding

No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

Errors and Omissions

This RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City relies on the professionalism and competence of the Consultant to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, staff-hours, labor, direct and indirect costs, etc. Consultant shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

Proposal Validity

Unless otherwise noted by the Consultant, all proposals shall be held valid for a period of 180 days.

Right of Rejection

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any Consultant who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Consultant.

Non-Compliance

Consultant and/or proposals that do not meet the stated requirements for this project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions.

Exceptions to Proposal Requirements

Consultant may find instances where they must take exception with certain requirements or specifications of the RFP and/or Draft Agreement. All exceptions shall be clearly identified using the Statement of Compliance, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Determination of Responsiveness

The City shall have sole authority in determining the responsiveness of any/all proposals. For proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness of any proposals.

No Obligation to Award

The City of Buena Park is not obligated to enter into a contract or agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this project if it is deemed most advantageous to the City.

Bidder Reimbursement Prohibition

The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist Consultant(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the Consultant(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the Consultant(s).

Gratuity Prohibition

Consultant shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal. Submission of a proposal indicates Consultant certifies that they have not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.

Contact with City Personnel or Entities

During the RFP procurement process, proposal evaluation process and proposal selection process, the RFP Administrator is to serve as the primary point of contact for all matters pertaining to this RFP and project. Consultant shall not contact any City personnel or entities, other than the RFP Administrator, for matters regarding this project until conclusion of the entire procurement process, which shall be defined with an Agreement Award. Unauthorized contact may result in disqualification of proposals.

Indemnification and Release of Liability

Consultant, at its own expense and without exception, and to the maximum extent permitted by law, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and release in advance and hold harmless the City, its elected officials, officers, employees, and agents, with respect to any and all claims and liabilities of any nature or kind arising out of or incurred in connection with Consultant's participation in this RFP process including: (i) submittal of a proposal; (ii) selection of a different Consultant; and/or (iii) Consultant's provision of services if Consultant is selected and enters an agreement with the City pursuant to this RFP.

Insurance Requirements

The selected Consultant(s) for this project shall be required, prior to the execution of a contract, to furnish proof of insurance. The specific insurance types and limits depend on the project and can be found in the Draft Agreement of this RFP solicitation.

Compliance with All Applicable Laws

Consultant declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate state licensing and business licensing.

Compliance with California Labor Code

The work required pursuant to this RFP may, in whole or in part, constitute "public works" as defined in Section 1720 of the California Labor Code. Therefore, unless advised otherwise in writing by the City prior to performing on any particular project, the Consultant shall comply with all applicable requirements of the California Labor Code including Sections 1720 through 1861 which require payment of prevailing wages, registering with the Department of Industrial Relations prior to execution of an agreement with the City, and maintaining certified payroll records, all as more fully set forth in Section 15.12 of the Draft Agreement.

Fee Schedule

Fee Schedule shall include any/all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the work or services as part of the project described in this RFP. City will not be responsible for reimbursing the Consultant for any charges not included in the proposal pricing that are incurred in securing these requirements.

Sub-consultant/Joint Ventures

The selected Consultant shall be the lead Consultant performing the primary functions of the Agreement. If any portion of the Agreement is to be performed by a sub-consultant, this must be clearly set forth in the proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any proposal wherein use of sub-consultant(s) significantly affects the ability of the Consultant to function as lead on the awarded agreement. The lead Consultant will, at all times,

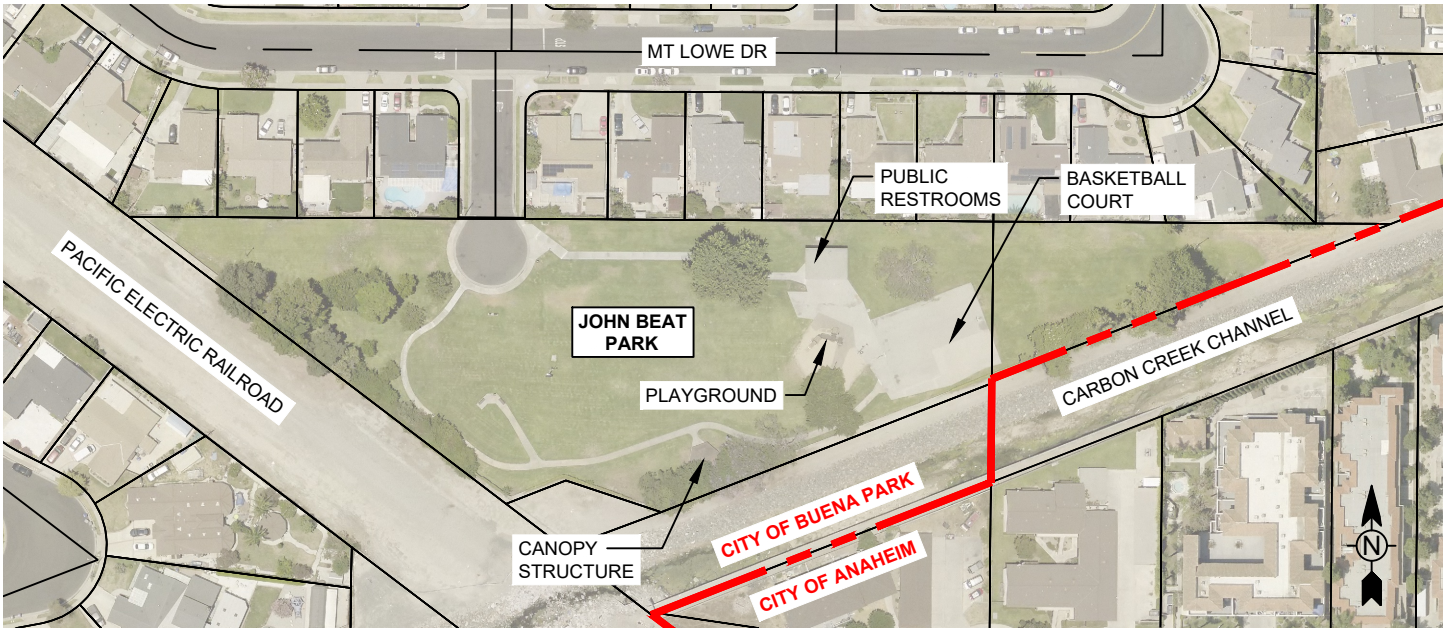
be responsible for the acts and errors or omissions of its sub-consultants or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Consultant's request to use sub-consultants is at the sole discretion of the City.

ATTACHMENTS

- **Attachment A – Exhibits (Park Locations)**
- **Attachment B – Draft Professional Services Agreement (PSA)**

Attachment A

Exhibits (Park Locations)







City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

CITY PARK IMPROVEMENTS

JOHN BEAT PARK
EXISTING CONDITIONS

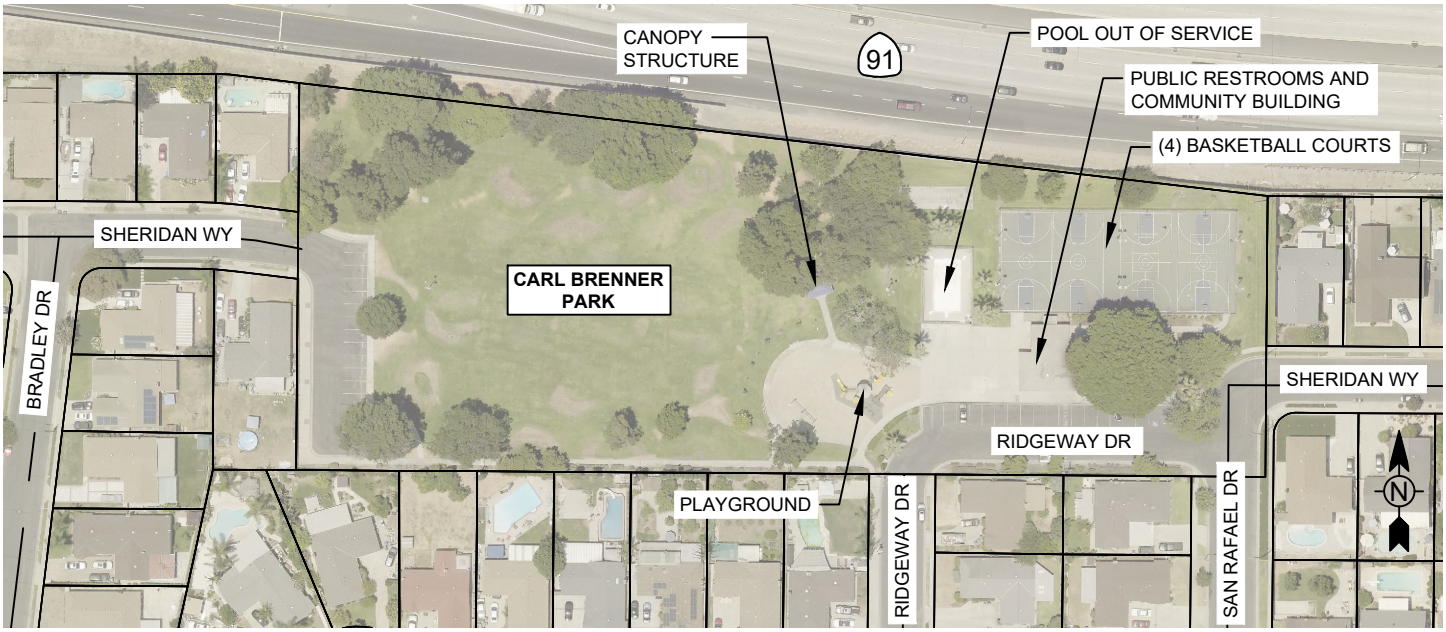
EXHIBIT NO.

A

DRAWN BY: JDM

DATE: 08/2025

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City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

CITY PARK IMPROVEMENTS

CARL BRENNER PARK EXISTING CONDITIONS

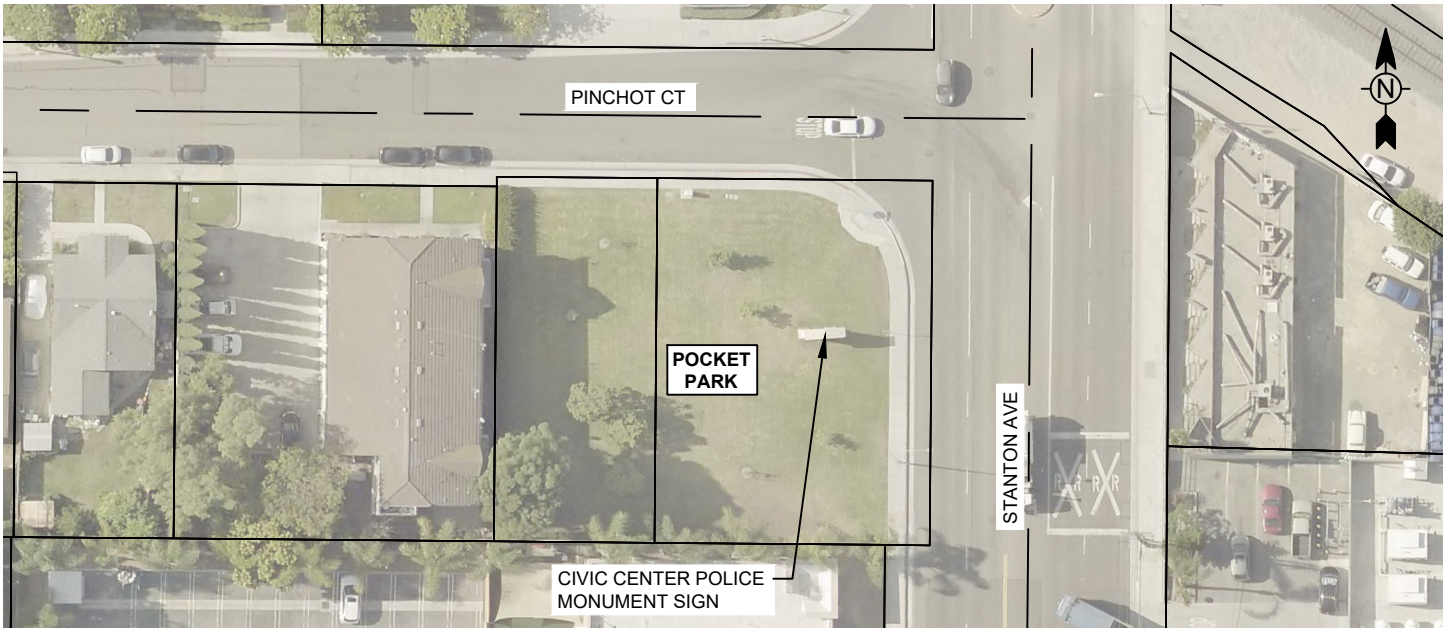
EXHIBIT NO.

B

DRAWN BY: JDM

DATE: 08/2025

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City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

CITY PARK IMPROVEMENTS

DISTRICT 2
POCKET PARK
EXISTING CONDITIONS

EXHIBIT NO.

C

DRAWN BY: JDM

DATE: 08/2025

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Attachment B

Draft Professional Services Agreement (PSA)

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 25-XX

DATE: _____

SERVICES: Professional Engineering Services

PROJECT: John Beat Park/Carl Brenner Park (Concept) and District 2 Pocket Park (Concept & Design) Improvements Project

PARTIES TO THE AGREEMENT:

"CITY": City of Buena Park, a California Municipal Corporation

City Representative: Name: **Mina Mikhael**
Title: **Director of Public Works/ City Engineer**
Tel.: **(714) 562-3672**
Email: **MMikhael@buenapark.com**

"CONSULTANT": [NAME], a [business entity, i.e. LLC, LP]

Consultant Representative: Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: _____

End Date: _____

Contract Value: $_____

Services a "Public Work": NO [___] YES [___] (add "PW Exhibit")

Community Workforce Agreement: NO [___] YES [___] (add "CWA Exhibit")

Insurance Approved By Risk Management: NO [___] YES [___]

APPROVED BY: *(select one)*

(___) Department Head
Contract Value ≤ $10,000

(___) City Manager
Contract Value ≤ $80,000

(X) City Council
Contract Value > $80,000
("Levine Act Exhibit" Required)

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AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE EXECUTED ON BEHALF OF THE CITY.

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("*Agreement*") is dated as of [_____], between the City of Buena Park, a California charter city ("*CITY*"), and [NAME OF CONSULTANT], a [BUSINESS ENTITY] ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "Parties" and individually as a "Party."

1. TERM. The term of this Agreement shall commence on [_____] and shall remain in full force and effect until [_____] unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement ("*Term*").

2. SERVICES. Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "*Services*"). CITY may request changes or expansion of the Services (each a "*Modification*") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

3. SCHEDULE OF PERFORMANCE. CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

4. COMPENSATION. The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of $_____ ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated,

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or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall

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be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of

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CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

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.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: $1,000,000 per accident for bodily injury or disease.

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by

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Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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.3 All insurance coverage shall cover CONSULTANT's operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

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.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

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"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

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19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

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19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

[signatures of parties on follow page]

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CITY OF BUENA PARK
a California municipal corporation

CONSULTANT*

Name of Business

Signature

Name:

Title:

Signature

Name:

Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name:

Title:

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

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EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

ADD DESCRIPTION

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

ADD SCHEDULE

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

ADD COMPENSATION RATES / SCHEDULES

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EXHIBIT ___ (if applicable)

PUBLIC WORKS - CALIFORNIA LABOR CODE REQUIREMENTS
(Labor Code §§ 1720 *et seq*., 1813, 1860, 1861, 3700)

If the Services, in whole or in part, constitute "public works" as defined by California law, then CONSULTANT shall comply with the terms and conditions set forth in this PUBLIC WORKS EXHIBIT.

"Public works" include, but is not limited to the following: BOUNDARY SURVEY WORK, TOPOGRAPHICAL SURVEY WORK, RELOCATION WORK, CONSTRUCTION INSPECTION, TESTING AND OVERSIGHT SERVICES, SITE ASSEMBLY WORK, PRECONSTRUCTION TESTING AND INSPECTION SERVICES, INSTALLATION AND REMOVAL OF TEMPORARY FENCING AT PROJECT SITES, OR GEOTECHNICAL WORK (INCLUDING SOIL AND COMPACTION TESTING, FIELD TECHNICIAN OBSERVATION OF ALL TRENCHING AND BACKFILL OPERATIONS, AND FIELD TECHNICIAN INSTALLATION OF MONITORING DEVICES).

As to any portion of the Services that are "public works," CONSULTANT shall comply in all respects with all applicable provisions of the California Labor Code, including the following:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and CITY and CONSULTANT agree to be bound by all the provisions thereof as though set forth fully in this Agreement.

2. CONSULTANT shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.

3. CONSULTANT agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at:

   http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

   Applicable prevailing wage determinations are also are on file with CITY and are available to any interested party upon request. CONSULTANT shall, as a penalty to CITY, forfeit not more than two-hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by any subcontractor.

4. Pursuant to California Labor Code Section 1771.4, CONSULTANT's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

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5. CONSULTANT shall comply with the provisions of California Labor Code Section 1776 which, among other things, require CONSULTANT and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform CITY of the location of the records. CONSULTANT is responsible for compliance with Section 1776 by itself and all of its subcontractors.

6. CONSULTANT shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONSULTANT is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. CONSULTANT shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONSULTANT hereby certifies as follows:

   "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT __ (if applicable)

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

DRAFT

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 25-26

DATE: October 15, 2025

SERVICES: Professional Engineering Services

PROJECT: John Beat Park/Carl Brenner Park (Concept) and District 2 Pocket Park (Concept & Design) Improvements Project

PARTIES TO THE AGREEMENT:

"CITY": City of Buena Park, a California Municipal Corporation

City Representative:
Name: **Mina Mikhael**
Title: **Director of Public Works/ City Engineer**
Tel.: **(714) 562-3672**
Email: **MMikhael@buenapark.com**

"CONSULTANT": RJM Design Group, Inc. a California Corporation

Consultant Representative:
Name: **Zachary Mueting, LLA**
Title: **Principal**
Tel.: **(949) 493-2600**
Email: **zach@rjmdesigngroup.com**

SUMMARY OF TERMS:

Start Date: **October 15, 2025**

End Date: **December 31, 2026**

Contract Value: **$292,450.00**

Services a "Public Work": NO [___] YES [_X_] (add "PW Exhibit")

Community Workforce Agreement: NO [_X_] YES [___] (add "CWA Exhibit")

Insurance Approved By Risk Management: NO [___] YES [_X_]

APPROVED BY: *(select one)*

(___) Department Head
Contract Value ≤ $10,000

(___) City Manager
Contract Value ≤ $80,000

(X) City Council
Contract Value > $80,000
("Levine Act Exhibit" Required)

AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE EXECUTED ON BEHALF OF THE CITY.

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("*Agreement*") is dated as of October 15, 2025, between the City of Buena Park, a California charter city ("*CITY*"), and RJM Design Group, Inc., a California Corporation ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "Parties" and individually as a "Party."

1. TERM. The term of this Agreement shall commence on October 15, 2025 and shall remain in full force and effect for the duration of the Schedule of Performance and until CONSULTANT's full and complete performance of the Services to the City's reasonable satisfaction, unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement ("*Term*").

2. SERVICES. Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "*Services*"). CITY may request changes or expansion of the Services (each a "*Modification*") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

3. SCHEDULE OF PERFORMANCE. CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

4. COMPENSATION. The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of **$292,450.00** ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel reasonably approved by CITY, and shall pay all costs and expenses, including all reasonable attorneys' fees and experts' costs actually incurred in connection with

such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: $1,000,000 per accident for bodily injury or disease.

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY, or ten (10) days' notice if due to non-payment of premium. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing coverage that complies with this Section 11. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT's operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. However, any use, re-use, or modification of said Work Product for any purpose other than that intended by this Agreement shall be at CITY's sole risk. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word “shall” is mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

[signatures of parties on follow page]

CITY OF BUENA PARK
a California municipal corporation

CONSULTANT*

Name of Business

Signature

Name:

Title:

Signature

Name:

Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name:

Title:

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

All services as described in the CONSULTANT's Proposal for Professional Services for the John Beat Park/Carl Brenner Park (Concept) and District 2 Pocket Park (Concept & Design) Improvements Project (the "PROPOSAL"), attached as "Exhibit A-1".

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

CONSULTANT shall provide the Services within the times and deadlines set forth in the Project Schedule that is included on Page 20 of the PROPOSAL.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

Consultant shall be paid by labor hours and in a total not-to-exceed amount of $292,450.00 for full and complete performance of the Services, as described in the CONSULTANT's Design Budget, attached as "Exhibit A-2". No additional compensation will be authorized unless agreed to by both parties as detailed within this professional services agreement.

EXHIBIT A-1

[Consultant's Proposal dated September 18, 2025, behind this page]

John Beat Park, Carl Brenner Park, and District 2 Pocket Park Improvements Project

City of Buena Park
September 18, 2025



Community Inspired Spaces
RJM DESIGN GROUP



Los Serranos Park | Chino Hills
(RJM Project)

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Cover Letter

31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
(949) 493-2600 *phone*
(949) 493-2690 *fax*

Community Inspired Spaces
RJM DESIGN GROUP

September 18, 2025

Jaden Miller, P.E.
Associate Engineer
City of Buena Park
Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621

RE: John Beat Park, Carl Brenner Park, & District 2 Pocket Park Improvements Project

Dear Mr. Miller:

RJM Design Group, Inc. is pleased to submit our proposal for the John Beat Park, Carl Brenner Park, and the District 2 Pocket Park Improvements Project in the city of Buena Park. With our long-standing history working with Buena Park's Community Services and Public Works Departments, we are uniquely positioned to deliver comprehensive and agile designs that blend community desires with site requirements and City needs.

Collaboration is at the heart of our process and has successfully led to the completion of several projects in Buena Park, including the Community Outreach and Conceptual Design for Friendship Park. Continuing in this fashion, we will work closely with Buena Park's Public Works Department for the John Beat, Carl Brenner, and District 2 Pocket Park to coordinate and provide a variety of opportunities for public input to ensure we have a thorough understanding of the community needs and desires. Through in-person community workshops and online surveys in multiple languages, we aim to provide all members of the public with the opportunity to give a voice to their desires and concerns for their neighborhood parks.

With nearly 40 years of design experience in Orange County, we have a deep understanding of blending existing site-specific conditions with community centered desires to provide one seamless, cohesive design that meets the needs of the residents while respecting the overall requirements of the City. Furthermore, through our experience in developing the City of Buena Park's Parks and Recreation Master Plan, we have a high level of familiarity with the City's existing parks and needs assessment. This will help facilitate park designs that speak to the City's overall design requirements and needs, while precisely servicing the immediate community.

Through meticulous community outreach, proactive collaboration, and a commitment to delivering a high-quality product, we aim to provide the City of Buena Park with coordinated and detailed conceptual level designs and a PSE package that speaks to the desires of the community, the needs of the City, and respects the existing site conditions. With our deep experience in Buena Park and a collaborative approach, we are ready to create vibrant, all-encompassing parks where families can gather, play, and celebrate for generations to come. Thank you for this opportunity.

Sincerely,
RJM Design Group

Zachary Mueting, LLA | Principal
zach@rjmdesigngroup.com | (949) 493-2600

Scope of Work

PROJECT UNDERSTANDING

We have a thorough understanding of the John Beat Park/Carl Brenner Park (Concept) and District 2 Pocket Park (Concept and Design) Improvements Project which aims to revitalize and enhance the existing park facilities and green space to better serve the community. Our team recognizes the importance of community outreach and engagement on this project, and we plan to work closely with city staff, stakeholders, and local residents to ensure that the design meets the needs and expectations of the community. Using our previous collaboration with the city and community on the City of Buena Park Parks and Recreation Master Plan, we will implement previously identified key strategies in our proposed scope of work. Further, our design will incorporate City of Buena Park standards and guidelines to ensure consistency and quality throughout the project. By taking a holistic approach to design, we aim to create vibrant and inclusive community spaces that benefit both the immediate neighborhood and the broader community, while also reflecting the city's commitment to providing high-quality recreational facilities.

PHASE 1 – PROJECT FAMILIARIZATION (JOHN BEAT, CARL BRENNER, & DISTRICT 2 POCKET PARK)

At the project start, RJM will conduct a joint kickoff and site analysis review meeting with the City of Buena Park to review the overall project scope and objectives, as well as to review the project sites' existing conditions, opportunities, and constraints. During this phase, we will also have an aerial and field survey performed for the District 2 Pocket Park. This survey will have topographic contours at one-foot interval and will include all above grade utilities, vaults, architecture, and hardscape surfaces. This survey for the District 2 Pocket Park will then be used to prepare a site plan for the District 2 Pocket Park in AutoCAD. A title report and the county record maps, provided by the City, will allow our design team to draft all recorded easements that correspond to the District 2 Pocket Park site. Surveys for John Beat and Carl Brenner Parks are not proposed at this time, but can be provided upon request

MEETINGS:	*One (1) In Person Kick-off and Site Analysis Meeting with City Staff*
DELIVERABLES:	*Aerial and Field Survey (District 2 Pocket Park)*
	Site Analysis Exhibits (John Beat/Carl Brenner/District 2 Pocket Parks)

PHASE 2 – COMMUNITY OUTREACH AND COMMUNITY NEEDS ASSESSMENT

Task A: John Beat Park / Carl Brenner Park

RJM will host two public workshop events each at both John Beat and Carl Brenner parks (one on the weekend, and another on a weekday) to give residents the greatest opportunity to attend and provide feedback. We would like to request that the City allow us to use the existing park pavilion and tables at Carl Brenner Park for the community events. RJM to provide a pop up tent for the Community outreach events at John Beat Park.

We also request the city allow our team to provide electronic promotional flyers to add to the City website and social media accounts to promote the events. Our team will create a Social Media Project Brand that will help maximize community participation by developing content and promotional materials that will visually unify all project outreach efforts. We will also generate a project website that will provide project status updates, post project graphic exhibits, host online surveys, and allow for the community to provide feedback at any time. This multilingual, WCAG/ADA standards compliant website will allow the community to understand the extent of planning considerations, and as each outreach effort is completed, the results will be posted. We propose to work closely with City staff to organize and help define the approach shared in this process.

Scope of Work (continued)

All hard copy exhibits and survey materials presented at the community workshops are to be provided in both English and Spanish to cater to the multi-cultural makeup of Buena park.

Following the community meetings, our findings will be analyzed and compiled into two Community Outreach Reports that will then be presented to the Public Works Department for approval to proceed into preliminary design.

MEETINGS:
- *One (1) Virtual Review Meeting with City Staff prior to Workshops*
- *Two (2) Community Workshops (each) held at John Beat and Carl Brenner Parks*
- *One (1) Public Works Presentation*

DELIVERABLES:
- *Social Media Project Branding Promotional Flyers & Graphics*
- *Workshop Presentation & Participation Materials (Provided Digitally)*
- *One (1) Community Outreach Findings Report (each / per park)*

Task B: District 2 Pocket Park

For the District 2 Pocket Park, RJM will follow the same scope of work outlined in Task A except RJM will include a preliminary conceptual level design exhibit for Community review and input. After closure of the website and compilation of the community feedback, RJM to prepare a digital powerpoint based on the city standard templates for presentation at the City Council Study Session in January. Upon receiving permission from City Council, RJM to move the District 2 Pocket Park into CDs.

Meetings:
- *One (1) Virtual Review Meeting with City Staff prior to Workshops*
- *One (1) Community Workshop held at the District 2 Pocket Park*
- *One (1) Public Works Presentation on Community Engagement Findings*
- *One (1) City Council Study Session*

Deliverables:
- *Social Media Project Branding Promotional Flyers & Graphics*
- *Workshop Presentation & Participation Material (Provided Digitally)*
- *One (1) Community Engagement Findings Report*
- *One (1) Conceptual Level Design*
- *One (1) Refined Conceptual Level Design and Cost Estimate*
- *One (1) City Council Study Session PowerPoint Presentation*

Scope of Work (continued)

PHASE 3 — PRELIMINARY DESIGN — JOHN BEAT PARK/CARL BRENNER PARK

With approval from staff on the preliminary conceptual plans, we will commence with the preparations to refine the park designs. Refinements to include 3D Renderings illustrating the park improvements in elevation and section. Once the designs are completed we will schedule a meeting with City staff to review the designs and make refinements to the conceptual plans. Once revisions are completed, we will refine the cost estimates and present to city council using the city standard PowerPoint presentation template.

MEETINGS:
Two (2) Virtual Review Meetings with City Staff
One (1) City Council Presentation

DELIVERABLES:
One (1) Preliminary Design Alternatives (1 per park)
Final Design, Renderings, and Cost Estimate for City Council Presentation
One (1) City Council Presentation in PowerPoint format

PHASE 4 — CONSTRUCTION DOCUMENTATION — DISTRICT 2 POCKET PARK

Phase 4 to be completed concurrently with Phase 3. With permission from the City to move into CDs, RJM to mobilize our project team and commence with construction documentation for the District 2 Pocket Park. Using the previously approved preliminary design plans from Phase 1, RJM to create Plans, Specifications, and Estimate sets at 30%, 60%, 90%, and 100%. At a minimum, the final set will include the following information:

A. Title sheet and general notes
B. Demolition Plans
C. Grading Plans
D. Horizontal Control Plans
E. Improvement Plans
F. Landscape/Hardscape Plans
G. Irrigation Plans
H. Electrical Plans
I. Cost Estimate
J. Specifications

The 90% plans will be used for submittal to Buena Park Plan Check. At the most, we are anticipating two rounds of plan check comments. Upon receiving plan check approvals, RJM to compile the 100% Plans, Specifications, and Estimate set into a bid set for Public Bidding. RJM to provide the Bid schedule, city to provide front end specifications.

MEETINGS:
Two (2) Virtual Review Meeting with City Staff (90% and 100%)

DELIVERABLES:
One (1) 30% Conceptual Pans, Renderings, and Estimate
One (1) 60% Design Plan set and Estimate
One (1) 90% Design Plans, Specifications and Estimate (for Plan check)
One (1) 100% Contract plans, Specifications, and Estimate for Bidding.

Note: If required, CEQA required supportive documentation may be made available for an additional fee.

Scope of Work (continued)

PHASE 5 — BIDDING AND CONSTRUCTION ADMINISTRATION

During the bidding phase, RJM and our subconsultant team will be available to respond to Contractor Requests for Information (RFIs). We are anticipating no more than 10 Bidding RFIs. RJM will further be available during Construction to review and reply to any contractor RFIs and Submittals. Construction Bulletins will be made available as needed (not to exceed 4 bulletins). At the most we are anticipating a total of 20 RFIs and 20 submittals. During the course of construction, RJM to be available for site visits once/month to review construction and provide input, (assumed 6 month construction period). At substantial completion, RJM to complete a final punch walk and final punch walk report. Upon project close out, RJM to compile record drawings of any changes made during construction that differ from the original plan drawings.

Consultant's Representative

Sara Ryan shall serve as the primary representative to perform the services as described in the Scope of Work contained herein. Zachary Mueting shall serve as the Principal Landscape Architect. RJM Design Group, Inc. acknowledges that representatives shall be California Licensed Professional Landscape Architects and shall remain in responsible charge of all duties from contract negotiations through project completion. We acknowledge that if the primary representative is unable to continue with the project, then an alternate representative shall become the primary representative upon the City's approval.



Friendship Park Community Pop-Up Event (RJM Project)

Project Team

City of Buena Park

RJM Design Group
Landscape Architecture and Design

Zachary Mueting
Principal-In-Charge

Sara Ryan
Landscape Architect

Wilson Mikami
Civil Engineering
Scott Wilson

Water Concern
Irrigation Design
Steve Hohl

FBA Engineering
Electrical Engineering
Bill Zavrsnick

Shimaji & Lascola
Structural Engineering
Jim Lascola

GMU Geotechnical
Geotechnical
Matt Farrington

OPTIONAL SERVICES

Aquatic Studio
Aquatic Design
Sonny Sim

Asulon Design
Architect
Erica Carvalho

Project Team (continued)



Zachary Mueting , LLA
Principal-in-Charge
RJM Design Group, Inc.

Zachary Mueting is a visionary landscape architect and urban designer with over a decade of experience creating sustainable and engaging outdoor spaces. His portfolio includes diverse projects, from public parks and recreational facilities to urban landscapes, all designed to foster community connection and environmental stewardship. With a passion for blending innovation and aesthetics, Zachary's work emphasizes collaboration and a deep understanding of community needs, resulting in spaces that inspire and endure.

Zachary's exceptional technical design skills and ability to lead project teams have been integral to his success in delivering complex, high-impact projects. He combines advanced proficiency in design software and sustainable practices with strategic project management, ensuring that each initiative is executed efficiently and to the highest standards.

Licenses
- Landscape Architect / CA 5731

Education
- Masters Degree, Landscape Architecture, California Polytechnic State University, Pomona
- Bachelor of Science, Information Technology, Colorado Technical University
- Bachelor of Science, Information Systems Management, Colorado Technical University

Parks
- Bartlett Park, Huntington Beach, CA
- Boulder Pond Park, Rancho Mission Viejo, CA
- Bommer Canyon Community Park, Irvine, CA
- Carriage Crest Park Expansion, Carson, CA
- Central Park Playground, Huntington Beach, CA
- Cherry Park, Lake Forest, CA
- Cordova Park Renovation, Mission Viejo, CA
- Crucero Park, Mission Viejo, CA
- Evans Park & Lyle Marsh Park, Menifee, CA
- Friendship Park, Buena Park, CA
- Grant Howald Park, Newport Beach, CA
- Heroes Park, Lake Forest, CA
- North Park, Inglewood, CA
- Pavion Park, Mission Viejo, CA
- Peace Park Playground, Long Beach, CA
- Pinehurst Park, Chino Hills, CA
- Portola Park, Lake Forest, CA
- RC Central Park, Rancho Cucamonga, CA
- San Carlo & Valencia Parks Rehabilitation, Irvine, CA
- Seaside Park, Long Beach, CA
- Sea Terrace Park, Dana Point, CA
- Serrano Creek Park, Lake Forest, CA
- Tewinkle Park, Costa Mesa, CA
- Tustin Legacy Park Sculpture Walk, Tustin, CA
- Whispering Hills Park, Lake Forest, CA
- Worthy Park Renovation, Huntington Beach, CA
- Yarborough Park Renovation, Lake Elsinore, CA



Sara Ryan, LLA
Project Manager
RJM Design Group, Inc.

As a Project Manager, Sara serves as the primary point of contact for clients, expertly representing RJM Design Group, Inc. in the delivery of exceptional services. Her attention to detail, proactive communication, and commitment to excellence ensure that each project is executed seamlessly, from concept to completion. Sara's passion for design, coupled with her ability to navigate complex project demands, makes her a trusted partner for clients and a valued member of the RJM team. With her forward-thinking mindset and dedication to client satisfaction, Sara is poised to make a lasting impact in the field of landscape architecture.

Licenses
- Landscape Architect / CA 6927

Education
- Bachelor of Music-Vocal Performance, California State University, Long Beach, CA
- Master of Landscape Architecture, Cornell University, NY

Project Experience
- Ascension Cemetery, Lake Forest, CA
- Boulder Pond Park, Rancho Mission Viejo, CA
- Buena Park Friendship Park, Buena Park, CA
- Buena Park Hiking Trail, Buena Park, CA
- Crucero Park, Mission Viejo, CA
- Friendship Park, Buena Park, CA
- Good Shepherd Cemetery, Huntington Beach, CA
- Holy Sepulcher Cemetery, Maintenance Yard, Orange, CA
- Laguna Hills Street Corner Reader Board, Laguna Hills, CA
- Los Osos Village Center, Mission Viejo, CA
- Marina Green, Long Beach, CA
- OCFA Fire Station 24, Mission Viejo, CA
- Rienda Plunge, Rancho Mission Viejo, CA
- Santiago Canyon College Plaza Improvements, Orange, CA

Project Team (continued)

Scott Wilson
Civil Engineer
Wilson Mikami Corporation

Mr. Wilson has over thirty years of experience with the planning, engineering design, and construction of residential land development and municipal projects. He has a wide range of interdisciplinary engineering experience related to master planned community and subdivision design, infrastructure and improvement plan design for streets, traffic signals, water, sewer, storm drains, and public facility improvements.

Education
- M.S. Civil Engineering, California State University, Long Beach, CA
- B.S. Mechanical Engineering, University of Southern California, CA

Registrations
- California Professional Civil Engineer 49884
- California Professional Land Surveyor 7434
- California Professional Mechanical Engineer 26969

Relevant Project Experience
- Arbor Parks, Irvine, CA
- Cypress Village, Irvine, CA
- Habitat Enhancement Project and The Links Golf Club, Lake Elsinore, CA
- Jasmine Park, Irvine, CA
- Lomas Valley Park, Irvine, CA
- Los Cerritos Wetlands Oil Consolidation and Restoration Project, Long Beach, CA
- Monarch Park, Irvine, CA
- Orchard Hills Parks, Irvine, CA
- Orchard Hills Trailhead Park, Irvine, CA
- Portola Springs Parks, Irvine, CA
- Resort at the Groves, Irvine, CA
- Ridgeview Park, Irvine, CA
- Summerly Community Park, Lake Elsinore, CA
- Summerly Neighborhood Park, Lake Elsinore, CA
- The Palm Club, Irvine, CA
- Turtle Rock Community Park Pond Renovations, Irvine, CA
- Woodbury Parks, Irvine, CA

Steve Hohl
Irrigation Designer
Water Concern

Steve oversees all irrigation projects for numerous clients, landscape architects, and community associations. He enjoys the opportunity to lead the company's consultation on many interesting projects including large master planned communities, parks, athletic fields, schools, universities, and office campuses as well as central control programming, data collection, and operation. Steve has enjoyed teaching positions and guest lecturing for numerous classes at Cal Poly in the Landscape Irrigation Science program.

Education
- M.S. Mechanical Engineering, University of California, Irvine, CA
- B.S. Landscape Irrigation Science, California State Polytechnic University, Pomona, CA

Registrations
- American Society of Irrigation Consultants, Certified Irrigation Consultant (CPIC #0007)

Relevant Project Experience
- Arroyo Trabuco Golf Course Clubhouse, Mission Viejo, CA
- Coachella Valley Water District HQ, Palm Springs, CA
- El Dorado Country Club – Wellness Center, Indian Wells, CA
- Encinitas Community Park, Encinitas, CA
- Fashion Island, Newport Beach, CA
- Fullerton Community Center, Fullerton, CA
- Grand Hyatt Resort, Indian Wells, CA
- Historic Estate at Sunnylands, Rancho Mirage, CA
- Innovation Park Office Campus, Irvine Company, Irvine, CA
- Irvine Spectrum, Irvine, CA
- Ladera Ranch Community, CA
- La Quinta Resort Adult Pool and Grove Facility, La Quinta, CA
- Las Flores Community, Las Flores, CA
- Pathline at Peery Park, Sunnyvale, CA
- Pelican Hill Resort, Newport Coast, CA
- Rancho Mission Viejo Community, CA
- Saddleback Unified School District, Mission Viejo, CA
- Saggio Hills Resort, Healdsburg, CA
- Santa Clara Square, Santa Clara, CA
- St. Michael's Abbey, Silverado Canyon, CA
- The Irvine Company World Headquarters, Irvine, CA
- The Retreat Golf Course Mitigation, Riverside, CA
- Westfield University Town Center, La Jolla, CA

Project Team (continued)

William Zavrsnick
Electrical Enginee
FBA Engineering

William Zavrsnick has 30 years of experience and has been active in the electrical engineering field since joining FBA in 1985. His experience includes the electrical design of Public Works, Parks and Recreation Facilities. He is particularly experienced in the design and development of electrical power distribution, general, specialized and event power systems, outdoor, security and sports field lighting systems, lighting photometric studies, phased construction projects and familiar with public bid type projects and construction.

Education
- BS Civil Engineering/Mount Hood College, Oregon

Certifications
- LEED Accredited Professional — LEED AP
- Illuminating Engineering Society — IES
- Institute of Electrical and Electronic Engineers – IEEE American Institute of Architects — AIA
- Electrical Engineering — Los Angeles County

Relevant Project Experience
- Bommer Canyon Community Park, Irvine, CA
- City Park Improvements, Lake Elsinore, CA
- Civic Lot Multi-Purpose Sports Field, Santa Monica, CA
- El Dorado Park & Nature Center, Long Beach, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- Ford Park Aquatics Facility, Bell Gardens, CA
- Gardena Community Aquatics & Senior Center, Gardena, CA
- Heroes Park, Lake Forest, CA
- Joe Balderrama Park, Oceanside, CA
- Kraemer Memorial Park, Placentia, CA
- Laguna Hills City Parks, Laguna Hills, CA
- Lake Forest Neighborhood Parks, Lake Forest, CA
- La Placita Parkette, Placentia, CA
- Los Amigos Park, Santa Monica, CA
- Los Serranos Park, Chino Hills, CA
- Marchant Park, San Dimas, CA
- McFadden Park, Placentia, CA
- Murdy Park, Huntington Beach, CA
- Portola Park, Lake Forest, CA
- Portola Springs Park, Irvine, CA

James Lascola
Structural Engineer
Shimaji & Lascola

Jim Lascola has over 25 years of experience in structural design and engineering. He earned his bachelor's and master's degrees of civil engineering from California State University at Long Beach. Jim now holds professional licensure in California, Hawaii, Arizona, Florida, New Mexico, Michigan, as well as many other states. He is a member of structural associations such as the the Structural Engineers Associations of Southern California and Illinois, and the American Institute of Steel Construction.

Education
- M.S. Civil Engineering - California State University, Long Beach, CA
- B.S. Civil Engineering - California State University, Long Beach, CA

Registrations
- Registered Civil Engineer - State of California
- Registered Structural Engineer - State of California

Relevant Project Experience
- Oak Park Cemetery, Claremont, CA
- Arbors Mini Park, Lake Forest, CA
- Alicia Architectural Walls, Mission Viejo, CA
- Santa Maria Cemetery, Santa Maria, CA
- Colonies at San Antonio, Upland, CA
- Olympiad Road Monument, Mission Viejo, CA
- Mission Viejo Family Village, Mission Viejo, CA
- Rancho Cucamonga Central Park MP Update, Rancho Cucamonga, CA
- Foxfield Park, Westlake Village, CA
- Ladera IV Sterling Glen Models, Ladera Ranch, CA
- Ladera IV Sterling Glen Fence & Wall, Ladera Ranch, CA

Project Team (continued)

Matthew Farrington M.Sc., PE
Structural Engineer
GMU Geotechnical, Inc.

Matt has over 20 years of experience in the geotechnical / structural engineering industry. His structural engineering designs range from MSE Walls, masonry retaining walls, reinforced concrete retaining walls, soldier pile walls, soil nail walls, numerous landscape improvements including two story view decks, trash enclosures, pond docks, score board signs, wind loaded ball field fences up to 35 feet tall, monument signs for shopping centers, schools, storm drain structures, structural design repairs for failing walls, and more.
Matt has worked in the industry with multiple respected geotechnical engineering firms as a field technician on a variety of projects involving grading, slope stabilization, as well as construction of paved parking lots and roadways.

Education
- M.S. Civil Engineering - California State University, Fullerton, CA
- B.S. Civil Engineering - California State University, Fullerton, CA

Registrations
- Registered Professional Engineer - 90349

Relevant Project Experience
- Cielo Vista, Unincorporated Orange County, CA
- Covenant Hills, Sky Ranch Development, Ladera Ranch, CA
- Esencia Development, Rancho Mission Viejo, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- Large Housing Development, Champions / Oak Valley Development, Beaumont, CA
- Los Patrones Parkway, Rancho Mission Viejo, CA
- Mission Inn, San Juan Capistrano, CA
- Palmia Homeowners Association, Mission Viejo, CA
- Planning Area 2.3, Rancho Mission Viejo, CA
- Planning Area 2.4 Mixed Use Center, Rancho Mission Viejo, CA
- Private Residence, Laguna Beach, CA
- Private Residence, San Juan Capistrano, CA
- Sendero Marketplace, Rancho Mission Viejo, CA
- St. Margaret's Episcopal School, San Juan Capistrano, CA

Sonny Sim, PE
Aquatic Engineering
Aquatic Studio Inc.

Former principal and partner for over 20 years in a water resource consulting engineering firm, Sonny Sim developed many of the standards used for the company's water feature designs prior to starting Aquatic Studio Inc. in 2020. He led the creation of the tools that streamlined their design process resulting in hundreds of successful projects throughout the world. His experience is varied from stormwater management, storm water quality, water treatment, wastewater treatment to lake, stream, pool, and water feature designs. Mr. Sim worked on wastewater treatment plant design prior to focusing on recreational water projects. After taking on the role as the principal for their recreational water division, he expanded their project offerings to include the design of aquatic facilities working on large high-profile projects including the Disneyland Hotel courtyard renovation project. Sonny's designs earned recognition from the Los Angeles Regional Water Quality Control Board for innovation and sustainable design. Mr. Sim has the subject matter expertise in all forms of water features including multi purpose facilities that are used for treatment, sustainable, functional, and beautiful.

Education
- BS - Civil Engineering/California State University, Long Beach, 1995

Registrations
- State of California Civil Engineer/59816
- Registered Aquatic Facility Operator

Relevant Project Experience
- Sofi Stadium Lake, Inglewood, CA
- Duck Pond, City of Long Beach, CA
- Earvin Magic Johnson Park Lake, Willowbrook, CA
- Mile Square Park Golf Lake Renovation, Fountain Valley, CA
- Wilderness Park Lake, Downey, CA
- Cache Creek Golf Course Lakes (Brooks, CA)
- El Dorado Duck Pond Renovation (Long Beach, CA)
- George Page Museum Stream (Los Angeles, CA)
- Los Angeles Natural History Museum Pond (Los Angeles, CA)
- San Lorenzo Park Lake (San Lorenzo, CA)
- Terranea Golf Course Lakes (Rancho Palos Verdes, CA)
- Aquarium of the Pacific Wave Fountain Restoration (Long Beach, CA)

Project Team (continued)

Erica Carvalho
Design Principal
Asulon Architecture & Design

Erica brings 15+ years of international design and place-making expertise to Asulon, including experience in North America, Asia, and the Middle East. For the past 8 years, she has focused on California projects, ranging from public works (community and homeless service centers, community planning) to a variety of housing and mixed-use developments (multi-family, transitoriented, affordable), as well as commercial and retail projects. As a Design Principal, Erica's passion lies in working with clients and community members to bring their visions to life, creating spaces that are both functional and inspiring.

Education

- Master of Architecture, University of Detroit Mercy

Relevant Project Experience

- Fontana Foothill Apartments, Fontana, CA
- Gardena Aquatics & Senior Center, Gardena, CA
- Pinehurst Communit Center, Chino Hills, CA
- Temecula Aquatic & Community Center, Temecula, CA
- The Whole Child Headquarters, Downey, CA
- West Pico Apartments, Los Angeles, CA



Hours Matrix

City of Buena Park

John Beat Park / Carl Brenner Park

(each park requires same labor hours as listed below)

Task Description		LEAD CONSULTANT				
		RJM Design Group				
		Principal	Associate Landscape Architect	Project Manager	Job Captain	Admin.
PHASE 1 - Project Familiarization						
Task A	Review City-provided documentation	1	0	6	0	4
Task B	Visual Investigation	1	1	8	8	0
Task C	Compilation of amenities and provide site analysis	1	1	2	8	0
Task D	Project Kickoff Meeting / Site Inventory Meeting	1	0	1	0	0
Task E	Revise visual investigation / site analysis	0	0	2	4	0
PHASE 2A - Community Outreach & Community Needs Assessment						
Task A	Prepare digital materials, (advertisement and exhibits) for community workshops	3	4	12	21	0
Task B	Launch website for community workshop	1	0	1	4	0
Task C	Prepare for and attend two community workshops	13	13	13	13	0
Task D	Compile outreach information into report	2	0	4	6	0
Task E	Meet with the City virtually to review findings	1	0	1	0	0
PHASE 3 - Preliminary Design						
Task A	Prepare (1) preliminary design and cost estimate	13	4	28	30	0
Task B	Present first draft of conceptual plan / estimate to City	2	0	2	2	0
Task C	Update conceptual plan and estimates based on feedback	8	8	9	9	0
Task D	Prepare 3D models	4	0	16	30	0
Task E	Present updated concept and renders to City virtually	2	0	2	0	0
Task F	Prepare for City Council presentation	1	0	8	0	0
Task G	Attend City Council meeting	4	0	4	0	0
	COMBINED PHASE FEE TOTAL	58	31	119	135	4

The above hourly fee breakdown consists of ESTIMATES ONLY.

Hours Matrix (continued)

City of Buena Park

District 2 Pocket Park

Task Description		LEAD CONSULTANT					SUB-CONSULTANTS				
		RJM Design Group					Wilson Mikami	FBA	Water Concern	GMU	Shimaji Lascola
		Principal	Associate Landscape Architect	Project Manager	Job Captain	Admin.	Civil Engineer	Electrical Engineer	Irrigation Design	Geotechnical Engineer	Structural Engineer
PHASE 1 - Project Familiarization											
Task A	Review City-provided documentation	1	0	6	0	4					
Task B	Visual Investigation	1	1	8	8	0					
Task C	Compilation of amenities and provide site analysis	1	1	2	8	0					
Task D	Project kickoff meeting / site inventory meeting	1	0	1	0	0					
Task E	Revise visual investigation / site analysis	0	0	2	4	0					
Task F	Provide aerial topography and field survey	0	2	0	0	0	36				
Task G	Provide geotechnical report	0	1	0	0	0				76	
PHASE 2B - Preliminary Design & Community Outreach											
Task A	Prepare digital materials for community workshops	3	4	12	21	0					
Task B	Launch website for community workshop	1	0	1	4	0					
Task C	Prepare preliminary conceptual design	2	9	18	9	0					
Task D	Review preliminary conceptual design virtually with City	2	0	2	0	0					
Task F	Prepare for and attend one community workshop	6	6	6	6	0					
Task G	Refine preliminary conceptual design based on feedback	2	0	4	8	0					
Task H	Compile outreach information into report and meet with City	3	0	5	6	0					
Task I / J	Prepare for and attend City Council meeting	4	0	4	0	0					
PHASE 4 - Construction Documents											
Task A	Creation of 30% CD set and cost estimate	2	2	12	12	0					
Task B	Creation of 60% CD set and cost estimate	2	2	12	28	0					
Task C	Creation of 90% CD set and cost estimate	2	2	12	30	0					
Task D	Prepare for and attend virtual review meeting with City	2	0	2	0	0					
Task E	Creation of specifications	4	2	12	0	0					
Task F	Submit to plan check	0	0	2	0	0					
Task G	Pick up plan check comments (max 2 rounds)	0	0	0	16	0					
Task H	Prepare for and attend virtual review meeting with City	2	0	2	0	0					
Task I	Creation of 100% PSE package and submit to City	0	0	18	0	0	69	35	35		13
PHASE 5 - Bidding & Construction Administration											
Task A	Respond to bidding RFIs (Max 10)	0	10	0	0	0			2		
Task B	Respond to construction RFIs (Max 10)	0	10	0	0	0			18		
Task C	Respond to construction submittals (Max 10)	0	12	0	0	0					
Task D	Attend monthly site visits (assumed 6)	0	9	0	0	0		5			
Task E	Attend final punch walk / prepare final punch walk report	4	6	0	0	0					
Task F	Compile record drawings	0	0	0	9	0			5		
	COMBINED PHASE FEE TOTAL	45	79	143	169	4	106	40	60	76	13

The above hourly fee breakdown consists of ESTIMATES ONLY.

References

RJM Design Group, Inc. offers its clients personalized service that is delivered on time and within budget. The principals of RJM maintain personal involvement in all aspects of the project. Our success is based on our ability to perform, meeting the needs of the client and the project. Please feel free to contact all our references as we are sure they will share their success stories of projects we have helped them accomplish.

Jim Box
Director of Community Services
CITY OF BUENA PARK
6688 Beach Blvd.
Buena Park, CA 90621
(714) 562-3860 | jbox@buenapark.com
Years RJM has worked with contact: 3

Services Provided:
Parks and Recreation Master Plan (2023)

Friendship Park Conceptual Design Services (2025)

Chris Slama
Director of Community & Library Services
CITY OF IRIVINE
1 Civic Center Plaza
Irvine, CA 92606
(949) 724-6692 | cslama@cityofirvine.org
Years RJM has worked with contact: 10

Services Provided:

Plan Check, On-Call Landscape Architecture Services, Conceptual Design, Design Development, Construction Documents, Construction Administration

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Jerry Hill
Assistant City Manager
CITY OF MISSION VIEJO
200 Civic Center
Mission Viejo, CA 92691
(949) 470-3085 | Jhill@cityofmissionviejo.org
Years RJM has worked with contact: 31

Services Provided:

Plan Check, On-Call Landscape Architecture Services, Conceptual Design, Design Development, Construction Documents, Construction Administration

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Ashley Wysocki
Director of Community & Library Services
CITY OF HUNTINGTON BEACH
2000 Main Street
Huntington Beach, CA 92648
(714) 374-5302 | Ashley.Wysocki@surfcity-hb.org
Years RJM has worked with contact: 13

Services Provided:

Plan Check, On-Call Landscape Architecture Services, Conceptual Design, Design Development, Construction Documents, Construction Administration

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Jonathan Marshall
Community Services Director
CITY OF CHINO HILLS
14000 City Center Drive
Chino Hills, CA 91709
(909) 364-2600 | JMarshall@chinohills.org
Years RJM has worked with contact: 23

Services Provided:

Landscape Architecture Services, Conceptual Design, Design Development, Construction Documents, Construction Administration

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Jennifer Taylor
Senior Project Manager
RANCHO MISSION VIEJO
28811 Ortega Highway
San Juan Capistrano, CA 92693
(949) 240-3363 | Jtaylor@ranchomv.com
Years RJM has worked with contact: 9

Services Provided:

Landscape Architecture Services, Conceptual Design, Design Development, Construction Documents, Construction Administration







Friendship Park Conceptual Design

Buena Park, CA

Project Completed:	2025
Project Size:	6.5 acres
Design Cost:	$92,475
Construction Cost:	N/A

Client Reference
Hysun Lee
Assistant Engineer
City of Buena Park
(714) 562-3691 | HLee@buenapark.com

Project Summary

Friendship Park is a 6.5-acre neighborhood park located in the heart of Koreatown, Buena Park. RJM was brought in to lead a series of community outreach meetings, gathering valuable input from local residents to shape the vision for future improvements. Based on this feedback, RJM developed a conceptual design that reflects the community's priorities and celebrates the park's role as a vibrant gathering space.

Proposed enhancements include a larger, modernized playground with shade coverings and resilient surfacing, dynamic exercise equipment, an expanded walking loop, pickleball courts, and a basketball half-court. The plan also introduces a dedicated dog run, a multicultural picnic shelter that honors Buena Park's diverse heritage, and upgraded lighting and security features to ensure the park remains welcoming and safe for all. Together, these improvements aim to strengthen the park's identity as a community hub that fosters health, recreation, and cultural connection.

Community Inspired Spaces
RJM DESIGN GROUP







Crawford Canyon Park

Tustin, CA

Project Completed:	In Progress
Project Size:	2.5 acres
Design Cost:	$175,000
Construction Cost:	$3M

Client Reference

Clayton Whisenant, Program Manager
Jeaniene Casiello, Planning & Design Manager
OC Parks Planning & Design
(949) 923-3762 | Clayton.Whisenant@ocparks.com
(949) 923-3759 | Jeaniene.Casiello@ocparks.com

Project Summary

Crawford Canyon Park is a 2.5-acre neighborhood park located in North Tustin. The park is a joint project between OC Public Works and OC Parks, embraces a "Back to Nature" concept, blending natural materials with sustainable design. The park features nature-themed playgrounds for ages 2-5 and 5-12, including natural wood play equipment, resilient surfacing embankments with handholds, concrete embankment slide, and natural sand play areas. Other amenities include a quarter-mile walking path, wood fitness stations, picnic tables along a DG walkway, and a large "Great Lawn" for open recreation. Landscaping will focus on California native, low-water-use plants, bio-retention basins, vegetated swales, and repurposed natural boulders.

The park enhances accessibility with a sidewalk extension along Crawford Canyon Road, a connection to Newport Avenue, and improved infrastructure such as a parking lot with 11 spaces, a roundabout, pedestrian lighting, and fencing. Additional features include a deceleration lane, DG maintenance road, drinking fountain, and wood site furnishings, creating a welcoming and sustainable community space for recreation and relaxation.

Community Inspired Spaces
RJM DESIGN GROUP







MacArthur Park

Long Beach, CA

Project Completed:	2025
Project Size:	3.66 acres
Design Cost:	$455,632
Construction Cost:	$6.4M

Client Reference
Tina Cheng
Capital Projects Coordinator
City of Long Beach
(562) 570-6975 | Tina.Cheng@longbeach.gov

Project Summary

Originally known as City Park in the 1920s and renamed after General Douglas MacArthur in 1942, this 3.66-acre park has long been a community favorite. Now fully revitalized, it features an expanded inclusive playground, fitness zones, Ninja Warrior-style equipment, upgraded basketball courts, new walking paths, and a refreshed cultural arts building. Additional improvements include shaded picnic structures inspired by Cambodian and Southeast Asian design, a walking loop with exercise stations, modernized lighting and fencing, and restored green spaces with upgraded irrigation.

With deep local roots and modern amenities shaped by community input, MacArthur Park blends heritage and innovation to serve as both a cultural landmark and a vital recreational hub. As part of Long Beach's Elevate '28 Infrastructure Investment Plan, the project not only honors the park's history but also enhances access, safety, and community pride in anticipation of the 2028 Summer Olympics. MacArthur Park is ready for the next generation of memories—come experience the transformation.

Community Inspired Spaces
RJM DESIGN GROUP







Great Park Bosque Playground

Irvine, CA

Project Completed:	Anticipated 2026
Project Size:	0.94 acres
Design Cost:	$157,000
Construction Cost:	$2.6M

Client Reference
Chris Slama
Director of Community & Library Services
City of Irvine
(949) 724-6692 | cslama@cityofirvine.org

Project Summary

In an effort to provide more recreational amenities to the neighborhoods surrounding the northern portion of the Great Park known as the Bosque, the City of Irvine envisioned an adventure-styled playground oasis nestled within this naturalized landscape setting. Designed to inspire exploration, discovery, and active play, this spectacular playground includes a double zipline, hillside slides and climbers, a balance course for tots, challenging nest climbers for school-age children, multi-user spinners, and a wide variety of swings for all ages. The play area is uniquely situated across two terraces, creating opportunities for families to spread out, explore, and "whoosh" down the 10-foot-high embankment slides that connect the upper and lower levels.

Beyond its adventurous features, the playground is thoughtfully integrated into the surrounding Bosque. Lush shade tree plantings and conversational seating areas provide comfortable spots for rest, socializing, and family gatherings, while open sightlines ensure safety and visibility throughout the space. The design celebrates the natural topography and character of the park, transforming it into a vibrant recreational destination where kids and adults alike can play, relax, and connect with nature.

Community Inspired Spaces
RJM DESIGN GROUP

References







Pinehurst Park

Chino Hills, CA

Project Completed:	2017 (Park) 2027 (Splash Pad)
Project Size:	13 acres
Design Cost:	$243,000
Construction Cost:	$3.9 M

Client Reference

Jonathan Marshall
Community Services Director
City of Chino Hills
(909) 364-2711 | jmarshall@chinohills.org

Project Summary

The City of Chino Hills worked hand-in-hand with Avalon Bay Communities to develop a neighborhood park that serviced the new condominium complex being constructed as well as the adjacent single family neighborhoods that surrounded the area. The 14 acre site allowed for large swaths of turf for multi-use recreation, full-court basketball for tournaments, and walking paths that circled around the site providing visitors with a 1/2 mile loop. Anchoring the park was the arched, open air trellis structure, flanked on either end by a large picnic shelter that provided party rental opportunities and a restroom building on the opposite end. The 6,300 square foot play area was surfaced with resilient rubber matting making it completely accessible. Conversational seating areas for parents were tucked into the area to make them part of the play experience.

Building on the success of Pinehurst Park, RJM Design Group was invited by the City of Chino Hills in 2024 to expand the park's amenities with an exciting new Splash Zone. Spanning 161,000 square feet, this dynamic addition will feature a state-of-the-art community center, two building patios, a 1,400-square-foot splash pad soak zone, and a 2,300-square-foot water exploration play area. The project also includes a formal parking lot with lighting and wayfinding signage, as well as an overflow parking area to enhance accessibility.

Community Inspired Spaces
RJM DESIGN GROUP

Schedule

CITY of BUENA PARK
John Beat and Carl Brenner Park

		OCT	NOV	DEC	JAN	FEB
PHASE 1: PROJECT FAMILIARIZATION						
A.	Review of City-provided documentation					
B.	Visual investigation					
C.	Compiliation of amenities / provide site analysis					
D.	Project Kickoff Meeting / Site Inventory Meeting	★				
E.	Revise visual investigation / site analysis and submit to City		★			
F.	City review period					
PHASE 2A: COMMUNITY OUTREACH & COMMUNITY NEEDS ASSESSMENT						
A.	Prepare digital materials for community workshops					
B.	Launch website for community workshop		★			
C.	(4) Community Workshops (2 ea) held at Park Sites					
D.	Compile outreach information into report					
E.	Meet with city virtually to review findings			★		
PHASE 3: PRELIMINARY DESIGN						
A.	(2) Preliminary designs and estimates - one per park					
B.	Present first draft of conceptual plan / estimate to City			★		
C.	Update conceptual plan / estimate based on feedback					
D.	3D models of both parks					
E.	Present updated concepts and renders to City virtually				★	
F.	Prepare for City Council presentation					
G.	Attend City Council meeting					★

★ **Meetings or submittal to City of Buena Park**

CITY of BUENA PARK
District 2 Pocket Park

		OCT	NOV	DEC	JAN	FEB	MAR	APR
PHASE 1: PROJECT FAMILIARIZATION								
A.	Review of City-provided documentation							
B.	Visual investigation							
C.	Compiliation of amenities / provide site analysis							
D.	Project Kickoff Meeting / Site Inventory Meeting	★						
E.	Revise visual investigation / site analysis		★					
F.	City review period							
G.	Provide aerial topographic / field survey							
PHASE 2B: PRELIMINARY DESIGN & COMMUNITY OUTREACH								
A.	Prepare materials for community workshop							
B.	Launch website for community workshop		★					
C.	Prepare preliminary conceptual design							
D.	Review preliminary conceptual design			★				
F.	(1) Community Workshop			★				
G.	Refine preliminary conceptual design based on feedback				★			
H.	Compile report and present to City				★			
I.	Prepare for City Council presentation							
J.	Attend City Council meeting				★			
PHASE 4: CONSTRUCTION DOCUMENTS								
A.	Prepare 60% PS&E Plans and submit to City					★		
B.	Prepare 90% PS&E Plans and submit to City						★	
C.	Plan check review period / create 100% bid set							★
PHASE 5: BIDDING & CONSTRUCTION ADMINISTRATION								
A.	Bidding and Construction Administration Services							

★ **Meetings or submittal to City of Buena Park**

Subconsultants

RJM Design Group, Inc. confirms that Subconsultants have been identified in the scope of work together with the services performed. Futhermore, Subconsultant tasks have been identified in the breakdown of estimated hours and associated costs per task have been identified in the included Fee Matrix. RJM Design Group acknowledges that Subconsultants shall be directed and compensated by Consultant.

Contract Exceptions

STATEMENT OF COMPLIANCE

RJM DESIGN GROUP, INC. has established a reputation of integrity and professionalism within the landscape architecture industry. Our due diligence in performing client services begins with our proposal preparation, contract review and negotiation, and carries through to project completion.

We have reviewed the Draft Professional Services Agreement for the John Beat Park/Carl Brenner Park (Concept) and District 2 Pocket Park (Concept & Design) Improvements project with the City of Buena Park. As part of this review, we identify items which may not conform to the terms of our insurance coverage and/or to California Civil Code section 2782.8 which regulates contracts between public agencies and design professionals. Upon selection for this project, we would like to discuss the following requested changes pertaining to the Agreement in order to arrive at mutually agreeable terms. All suggested additions and/or deletions to the contract language are in blue.

Page 4 - Article 10. INDEMNIFICATION AND HOLD HARMLESS., Section 10.1 Purpose of Section. (line 4):

... fees, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, defense costs, court costs or any ...

Page 4 - Article 10. INDEMNIFICATION AND HOLD HARMLESS., Section 10.2 Indemnification for Design Services (if applicable). (line 8):

... ~~sole~~ negligence, active negligence, or intentional misconduct of CITY.

Page 5 - Article 10. INDEMNIFICATION AND HOLD HARMLESS., Section 10.3 Indemnification for Services. (lines 3-4):

... any Claims with counsel reasonably approved by CITY ~~of CITY's choice~~, and shall pay all costs and expenses, including all reasonable attorneys' fees and experts' costs actually incurred in connection with such defense. ...

Page 7 - Article 11. INSURANCE., Section 11.5 Required Endorsements. Paragraph .3, (line 2):

... modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY, or ten (10) days' notice if due to non-payment of premium. ...

Page 7 - Article 11. INSURANCE., Section 11.8 Verification of Coverage. (lines 9-10):

... Agreement have been renewed or replaced with other policies providing coverage that complies with this Section 11 ~~at least the same coverage~~. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original ...

Page 8 - Article 12. WORK PRODUCT., Section 12.2 Ownership. Paragraph .1, (line 8):

... by CITY upon final payment being made. However, any use, re-use, or modification of said Work Product for any purpose other than that intended by this Agreement shall be at CITY's sole risk. CONSULTANT shall not obtain or attempt to obtain ...

Community Inspired Spaces

RJM DESIGN GROUP

Community Inspired Spaces

RJM Design Group, Inc.
31591 Camino Capistrano
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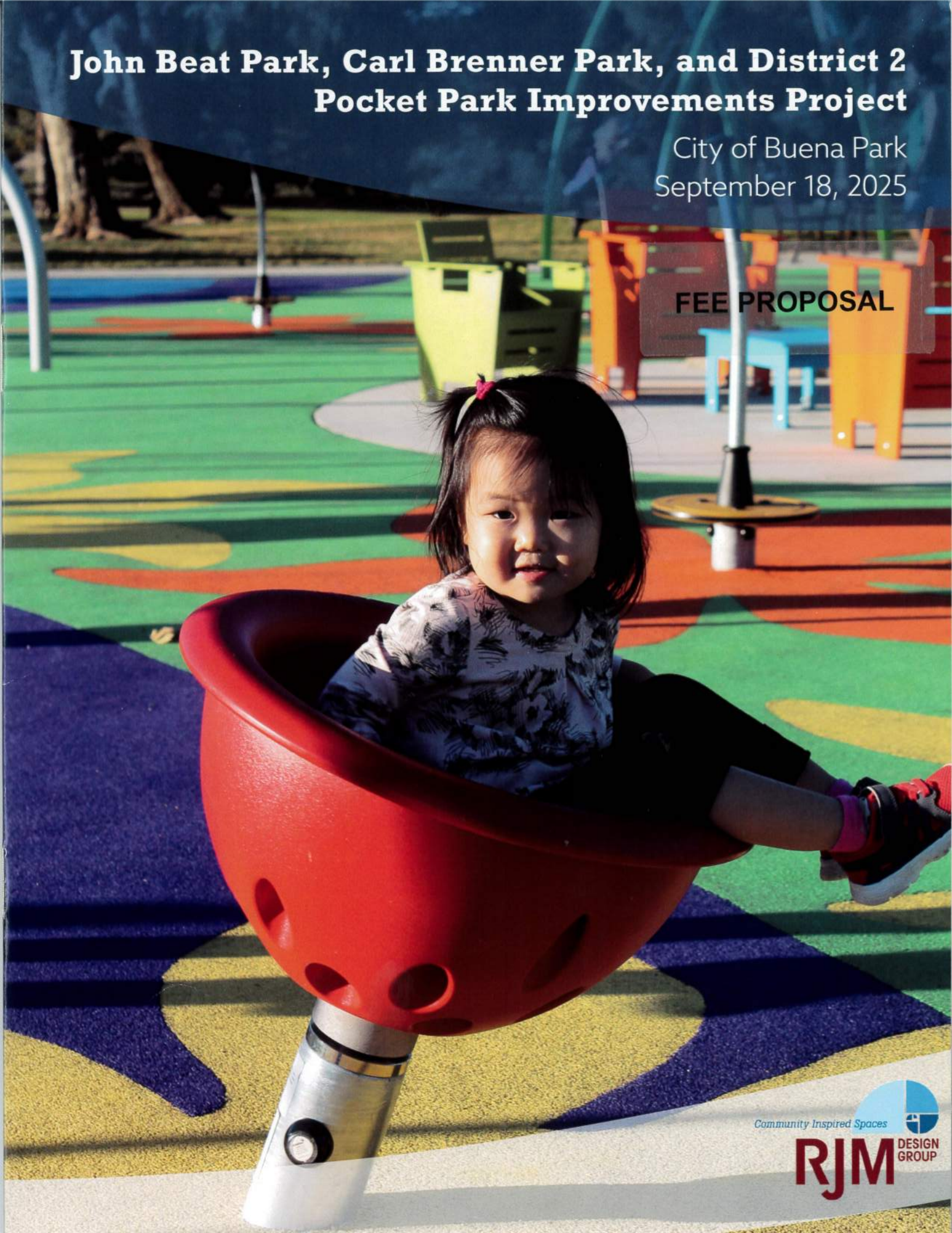
EXHIBIT A-2

[Consultant's Design Budget dated September 18, 2025, behind this page]

John Beat Park, Carl Brenner Park, and District 2 Pocket Park Improvements Project

City of Buena Park
September 18, 2025

FEE PROPOSAL



Community Inspired Spaces
RJM DESIGN GROUP

Design Budget

City of Buena Park

John Beat Park

Task Description		LEAD CONSULTANT										SUB-CONSULTANTS					PHASE FEE TOTALS
		RJM Design Group										Wilson Mikami	FBA	Water Concern	GMU	Shimaji Lascola	
		Principal		Associate Landscape Architect		Project Manager		Designer/Job Captain		Admin.		Civil Engineer	Electrical Engineer	Irrigation Design	Geotechnical Engineer	Structural Engineer	
	Hourly Rate	$220		$195		$180		$165		$105							
		Hours	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Fees*	*Fees*	*Fees*	*Fees*	*Fees*	
PHASE 1 - Project Familiarization																	
Task A	Review City-provided documentation	1	$220	0	$0	6	$1,080	0	$0	4	$420						
Task B	Visual Investigation	1	$220	1	$195	8	$1,440	8	$1,320	0	$0						
Task C	Compilation of amenities and provide site analysis	1	$220	1	$195	2	$360	8	$1,320	0	$0						
Task D	Project kickoff meeting / site inventory meeting	1	$220	0	$0	1	$180	0	$0	0	$0						
Task E	Revise visual investigation / site analysis	0	$0	0	$0	2	$360	4	$660	0	$0						
	PHASE 1 - SUBTOTALS	4	$880	2	$390	19	$3,420	20	$3,300	4	$420	$0	$0	$0	$0	$0	
	PHASE 1 - TOTAL FEES	$8,410												$0			$8,410
PHASE 2A - Community Outreach & Community Needs Assessment																	
Task A	Prepare digital materials, (advertisement and exhibits) for community workshops	3	$660	4	$780	12	$2,160	21	$3,465	0	$0						
Task B	Launch website for community workshop	1	$220	0	$0	1	$180	4	$660	0	$0						
Task C	Prepare for and attend two community workshops	13	$2,860	13	$2,535	13	$2,340	13	$2,145	0	$0						
Task D	Compile outreach information into report	2	$440	0	$0	4	$720	6	$990	0	$0						
Task E	Meet with the City virtually to review findings	1	$220	0	$0	1	$180	0	$0	0	$0						
	PHASE 2A - SUBTOTALS	20	$4,400	17	$3,315	31	$5,580	44	$7,260	0	$0	$0	$0	$0	$0	$0	
	PHASE 2A - TOTAL FEES	$20,555												$0			$20,555
PHASE 3 - Preliminary Design																	
Task A	Prepare (1) preliminary design and cost estimate	13	$2,860	4	$780	28	$5,040	30	$4,950	0	$0						
Task B	Present first draft of conceptual plan / estimate to City	2	$440	0	$0	2	$360	2	$330	0	$0						
Task C	Update conceptual plan and estimates based on feedback	8	$1,760	8	$1,560	9	$1,620	9	$1,485	0	$0						
Task D	Prepare 3D models	4	$880	0	$0	16	$2,880	30	$4,950	0	$0						
Task E	Present updated concept and renderings to City virtually	2	$440	0	$0	2	$360	0	$0	0	$0						
Task F	Prepare for City Council presentation	1	$220	0	$0	8	$1,440	0	$0	0	$0						
Task G	Attend City Council meeting	4	$880	0	$0	4	$720	0	$0	0	$0						
	PHASE 3 - SUBTOTALS	34	$7,480	12	$2,340	69	$12,420	71	$11,715	0	$0	$0	$0	$0	$0	$0	
	PHASE 3 - TOTAL FEES	$33,955												$0			$33,955
	COMBINED PHASE FEE TOTAL	$62,920										$0	$0	$0	$0	$0	$62,920
	FEE GRAND TOTAL	**$62,920**															

The above hourly fee breakdown consists of ESTIMATES ONLY. Billings will be based on actual percentage completion of each phase per contracted fixed fee.

Design Budget

City of Buena Park

Carl Brenner Park

Task Description		LEAD CONSULTANT										SUB-CONSULTANTS					PHASE FEE TOTALS
		RJM Design Group										Wilson Mikami	FBA	Water Concern	GMU	Shimaji Lascola	
		Principal		Associate Landscape Architect		Project Manager		Designer/Job Captain		Admin.		Civil Engineer	Electrical Engineer	Irrigation Design	Geotechnical Engineer	Structural Engineer	
Hourly Rate		$220		$195		$180		$165		$105							
		Hours	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Fees*	*Fees*	*Fees*	*Fees*	*Fees*	
PHASE 1 - Project Familiarization																	
Task A	Review City-provided documentation	1	$220	0	$0	6	$1,080	0	$0	4	$420						
Task B	Visual Investigation	1	$220	1	$195	8	$1,440	8	$1,320	0	$0						
Task C	Compilation of amenities and provide site analysis	1	$220	1	$195	2	$360	8	$1,320	0	$0						
Task D	Project kickoff meeting / site inventory meeting	1	$220	0	$0	1	$180	0	$0	0	$0						
Task E	Revise visual investigation / site analysis	0	$0	0	$0	2	$360	4	$660	0	$0						
	PHASE 1 - SUBTOTALS	4	$880	2	$390	19	$3,420	20	$3,300	4	$420	$0	$0	$0	$0	$0	
	PHASE 1 - TOTAL FEES	$8,410										$0					$8,410
PHASE 2A - Community Outreach & Community Needs Assessment																	
Task A	Prepare digital materials for community workshops	3	$660	4	$780	12	$2,160	21	$3,465	0	$0						
Task B	Launch website for community workshop	1	$220	0	$0	1	$180	4	$660	0	$0						
Task C	Prepare for and attend two community workshops	13	$2,860	13	$2,535	13	$2,340	13	$2,145	0	$0						
Task D	Compile outreach information into report	2	$440	0	$0	4	$720	6	$990	0	$0						
Task E	Meet with the City virtually to review findings	1	$220	0	$0	1	$180	0	$0	0	$0						
	PHASE 2A - SUBTOTALS	20	$4,400	17	$3,315	31	$5,580	44	$7,260	0	$0	$0	$0	$0	$0	$0	
	PHASE 2A - TOTAL FEES	$20,555										$0					$20,555
PHASE 3 - Preliminary Design																	
Task A	Prepare (1) preliminary design and cost estimate	13	$2,860	4	$780	28	$5,040	30	$4,950	0	$0						
Task B	Present first draft of conceptual plan / estimate to City	2	$440	0	$0	2	$360	2	$330	0	$0						
Task C	Update conceptual plan and estimates based on feedback	8	$1,760	8	$1,560	9	$1,620	9	$1,485	0	$0						
Task D	Prepare 3D models	4	$880	0	$0	16	$2,880	30	$4,950	0	$0						
Task E	Present updated concept and renderings to City virtually	2	$440	0	$0	2	$360	0	$0	0	$0						
Task F	Prepare for City Council presentation	1	$220	0	$0	8	$1,440	0	$0	0	$0						
Task G	Attend City Council meeting	4	$880	0	$0	4	$720	0	$0	0	$0						
	PHASE 3 - SUBTOTALS	34	$7,480	12	$2,340	69	$12,420	71	$11,715	0	$0	$0	$0	$0	$0	$0	
	PHASE 3 - TOTAL FEES	$33,955										$0					$33,955
	COMBINED PHASE FEE TOTAL	$62,920										$0	$0	$0	$0	$0	$62,920
FEE GRAND TOTAL		**$62,920**															

The above hourly fee breakdown consists of ESTIMATES ONLY. Billings will be based on actual percentage completion of each phase per contracted fixed fee.

Design Budget

City of Buena Park

District 2 Pocket Park

Task Description		LEAD CONSULTANT										SUB-CONSULTANTS					PHASE FEE TOTALS
		RJM Design Group										Wilson Mikami	FBA	Water Concern	GMU	Shimaji Lascola	
		Principal		Associate Landscape Architect		Project Manager		Designer/Job Captain		Admin.		Civil Engineer	Electrical Engineer	Irrigation Design	Geotechnical Engineer	Structural Engineer	
	Hourly Rate	$220		$195		$180		$165		$105							
		Hours	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Fees*	*Fees*	*Fees*	*Fees*	*Fees*	
PHASE 1 - Project Familiarization																	
Task A	Review City-provided documentation	1	$220	0	$0	6	$1,080	0	$0	4	$420						
Task B	Visual Investigation	1	$220	1	$195	8	$1,440	8	$1,320	0	$0						
Task C	Compilation of amenities and provide site analysis	1	$220	1	$195	2	$360	8	$1,320	0	$0						
Task D	Project kickoff meeting / site inventory meeting	1	$220	0	$0	1	$180	0	$0	0	$0						
Task E	Revise visual investigation / site analysis	0	$0	0	$0	2	$360	4	$660	0	$0						
Task F	Provide aerial topography and field survey	0	$0	2	$390	0	$0	0	$0	0	$0	$11,115					
Task G	Provide geotechnical report	0	$0	1	$195	0	$0	0	$0	0	$0				$22,555		
	PHASE 1 - SUBTOTALS	4	$880	5	$975	19	$3,420	20	$3,300	4	$420	$11,115	$0	$0	$22,555	$0	
	PHASE 1 - TOTAL FEES						$8,995							$33,670			$42,665
PHASE 2B - Preliminary Design & Community Outreach																	
Task A	Prepare digital materials for community workshops	3	$660	4	$780	12	$2,160	21	$3,465	0	$0						
Task B	Launch website for community workshop	1	$220	0	$0	1	$180	4	$660	0	$0						
Task C	Prepare preliminary conceptual design	2	$440	9	$1,755	18	$3,240	9	$1,485	0	$0						
Task D	Review preliminary conceptual design virtually with City	2	$440	0	$0	2	$360	0	$0	0	$0						
Task F	Prepare for and attend one community workshop	6	$1,320	6	$1,170	6	$1,080	6	$990	0	$0						
Task G	Refine preliminary conceptual design based on feedback	2	$440	0	$0	4	$720	8	$1,320	0	$0						
Task H	Compile outreach information into report and meet with City	3	$660	0	$0	5	$900	6	$990	0	$0						
Task I / J	Prepare for and attend City Council meeting	4	$880	0	$0	4	$720	0	$0	0	$0						
	PHASE 2B - SUBTOTALS	23	$5,060	19	$3,705	52	$9,360	54	$8,910	0	$0	$0	$0	$0	$0	$0	
	PHASE 2B - TOTAL FEES						$27,035							$0			$27,035
PHASE 4 - Construction Documents																	
Task A	Creation of 30% CD set and cost estimate	2	$440	2	$390	12	$2,160	12	$1,980	0	$0						
Task B	Creation of 60% CD set and cost estimate	2	$440	2	$390	12	$2,160	28	$4,620	0	$0						
Task C	Creation of 90% CD set and cost estimate	2	$440	2	$390	12	$2,160	30	$4,950	0	$0						
Task D	Prepare for and attend virtual review meeting with City	2	$440	0	$0	2	$360	0	$0	0	$0						
Task E	Creation of specifications	4	$880	2	$390	12	$2,160	0	$0	0	$0						
Task F	Submit to plan check	0	$0	0	$0	2	$360	0	$0	0	$0						
Task G	Pick up plan check comments (max 2 rounds)	0	$0	0	$0	0	$0	16	$2,640	0	$0						
Task H	Prepare for and attend virtual review meeting with City	2	$440	0	$0	2	$360	0	$0	0	$0						
Task I	Creation of 100% PSE package and submit to City	0	$0	0	$0	18	$3,240	0	$0	0	$0	$21,160	$8,685	$5,175		$3,450	
	PHASE 4 - SUBTOTALS	14	$3,080	8	$1,560	72	$12,960	86	$14,190	0	$0	$21,160	$8,685	$5,175	$0	$3,450	
	PHASE 4 - TOTAL FEES						$31,790							$38,470			$70,260
PHASE 5 - Bidding & Construction Administration																	
Task A	Respond to bidding RFIs (Max 10)	0	$0	10	$1,950	0	$0	0	$0	0	$0			$345			
Task B	Respond to construction RFIs (Max 10)	0	$0	10	$1,950	0	$0	0	$0	0	$0			$2,760			
Task C	Respond to construction submittals (Max 10)	0	$0	12	$2,340	0	$0	0	$0	0	$0						
Task D	Attend monthly site visits (assumed 6)	0	$0	9	$1,755	0	$0	0	$0	0	$0		$1,325				
Task E	Attend final punch walk / prepare final punch walk report	4	$880	6	$1,170	0	$0	0	$0	0	$0						
Task F	Compile record drawings	0	$0	0	$0	0	$0	9	$1,485	0	$0			$690			
	PHASE 5 - SUBTOTALS	4	$880	47	$9,165	0	$0	9	$1,485	0	$0	$0	$1,325	$3,795	$0	$0	
	PHASE 5 - TOTAL FEES						$11,530							$5,120			$16,650
	COMBINED PHASE FEE TOTAL						$79,350					$32,275	$10,010	$8,970	$22,555	$3,450	$156,610
FEE GRAND TOTAL							**$156,610**										

The above hourly fee breakdown consists of ESTIMATES ONLY. Billings will be based on actual percentage completion of each phase per contracted fixed fee.

Design Budget (continued)

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of the John Beat Park, Carl Brenner Park, and the District 2 Pocket Park Improvements Project in Buena Park. The fees below include all costs to be incurred by RJM Design Group, Inc. and an allowance for reimbursable expenses.

JOHN BEAT PARK	
PHASE 1 — Project Familiarization	$8,410
PHASE 2A — Community Outreach & Community Needs Assessment	$20,555
PHASE 3 — Preliminary Design	$33,955
TOTAL FEE*:	**$62,920**

CARL BRENNER PARK	
PHASE 1 — Project Familiarization	$8,410
PHASE 2A — Community Outreach & Community Needs Assessment	$20,555
PHASE 3 — Preliminary Design	$33,955
TOTAL FEE*:	**$62,920**

DISTRICT 2 POCKET PARK	
PHASE 1 — Project Familiarization	$42,665
PHASE 2B — Preliminary Design & Community Outreach	$27,035
PHASE 4 — Construction Documents	$70,260
PHASE 5 — Bidding & Construction Administration	$16,650
TOTAL FEE*:	**$156,610**

COMBINED FEE — ALL (3) PARKS	
John Beat Park	$62,920
Carl Brenner Park	$62,920
District 2 Pocket Park	$156,610
TOTAL FEE*:	**$282,450**

**Note: This fee summary represents our current understanding of the project scope and complexity. The scope of work and associated fees are subject to refinement per the City's request.*

REIMBURSABLE EXPENSES (Estimated Allowance of $10,000)
When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above professional services fee:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery, shipping, and handling of documents
- Permits, plan check, and inspection fees
- City business license
- Earthwork scans to determine cut/fill quantities

Design Budget (continued)

ADDITIONAL SERVICES

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client's request, reimbursable at Consultant's standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client's direction; changes subsequent to Client's approval; or changes in governmental codes or regulations.
- Design of improvements beyond the designated project site, or due to changes in project phasing schedule.
- Specialized billing or accounting forms, invoices, spreadsheets.
- Engagement of other consultants not specifically identified below.
- CEQA documentation beyond the IS (Initial Study)
- It is assumed that a water source will be available on site at the District 2 Pocket Park for infiltration testing. If a water source is not available, provision of a water source for infiltration testing will be billed on a time and materials basis.

ASSUMPTIONS:

- TOPOGRAPHY: A 20-scale aerial topographic map shall be provided and tied to a County/ City benchmark & survey boundary control points as available. The site boundary will be plotted if adequate record maps and/or a Legal Description can be found or provided prior to commencing the Aerial Survey. Existing easements will be plotted if a Title Report is provided with backup documentation. Team will provide field survey, as required, to pick up critical elements for design.
- BASE MAP: This proposal includes the preparation of a Base Map with the survey information, existing sewer, water and storm drain lines plotted thereon as shown on either the available research or provided drawings. Team can include existing dry utility locations (gas, electric, telephone, cable, etc.) if we are provided the drawings and/or locations.
- STREET PLANS: This proposal assumes off-site public street plans are not required. Grading adjacent to the street will be shown on Grading Plan.
- STORM DRAIN: This proposal assumes project drain inlets/outlets to be shown in plan view only (for lines under 18-inches in diameter). Preparation of Storm Drain Plans with Special Structures to disperse concentrated runoff from watersheds outside the project area is additional work.
- HYDROLOGY: This proposal includes on-site Hydrology as directly impacted by the proposed improvements and excludes any studies of off-site Hydrology. This proposal excludes any retention/detention basins and/or design/build pump systems to retain initial storm runoff to provide flood mitigation. This proposal excludes design that is required by current NPDES regulations for LID/Hydromodification.
- SWPPP: This proposal assumes that the area of disturbed land will be under 1.0 acre, thus exempting the project from NPDES/NOI requirements. Team can prepare a project specific SWPPP and assist the owner (LRP) with the NOI and WDID filing with the State as an Additional Service, if required.
- WQMP/STORM WATER BMPs: This proposal assumes that the project will be a non-priority project and a WQMP will be not required.
- SEWER: This proposal assumes no new sewer connection is required.
- WATER: This proposal assumes no new water connection is required.
- Proposal excludes bid alternates and phasing modifications. Proposal assumes one set of Construction Documents for park improvements and does not include improvements outside the streetscape right-of-way. If in the event a separate set of Street Improvement Plans are required, we will prepare for such at the request of the City as an additional service.

Design Budget (continued)

CONSULTANTS' HOURLY RATES

Compensation for additional services will be billed hourly at our standard rates* below:

RJM DESIGN GROUP, INC.	
Principal Landscape Architect	$220 per hour
Associate Landscape Architect	$195 per hour
Landscape Architect	$180 per hour
Job Captain / Landscape Designer	$165 per hour
CAD Technician / Graphics	$150 per hour
Administrative Support	$105 per hour
WILSON MIKAMI CORPORATION	
Principal	$305 per hour
Senior Project Manager	$240 per hour
Project Manager	$235 per hour
Sr. Project Designer, Sr. Project Engineer, Assistant Project Manager	$225 per hour
Project Engineer, Project Designer	$215 per hour
Sr. Designer, Sr. Design Engineer	$200 per hour
Design Engineer, Designer	$180 per hour
Assistant Engineer, Research/Processing Coordinator, Sr. CADD Technician	$160 per hour
CADD Technician	$150 per hour
Jr. Engineer	$120 per hour
Jr. CADD Technician	$115 per hour
Engineering Aide, Office Work	$115 per hour
WATER CONCERN	
Principal	$150 per hour
Sr. Design Manager	$125 per hour
Design Manager	$100 per hour
Designer	$80 per hour
Clerical	$50 per hour
FBA ENGINEERING	
Principal / Project Director	$250 per hour
Associate / Project Manager	$175 per hour
Construction Support	$150 per hour
Electrical Designer	$120 per hour
CAD / BIM Designer	$100 per hour
Technical Typist	$60 per hour

Design Budget (continued)

SHIMAJI & LASCOLA	
Principal	$275 per hour
Project Engineer	$175 per hour
Sr. Drafsperson	$150 per hour
Engineer	$100 per hour
Draftsperson	$85 per hour
GMU	
Principal / Director	$295 per hour
Associate Engineer or Geologist	$272 per hour
Senior Engineer or Geologist	$255 per hour
Project Engineer or Geologist	$215 per hour
Senior Staff Engineer or Geologist	$192 per hour
Staff Engineer of Geologist	$175 per hour
CAD / GIS Design Engineer	$132 per hour
Document Preparation and Project Services	$110 per hour
AQUATIC STUDIO INC.	
Principal	$200 per hour
Project Manager	$150 per hour
Senior CAD Designer	$100 per hour
Design Engineer	$110 per hour
Graphic Designer	$80 per hour
CAD Designer	$80 per hour
Administrative Support	$65 per hour
Assistant Designer	$65 per hour
ASULON	
Senior Principal / Design	$210 per hour
Principal	$180 per hour
Senior Associate	$165 per hour
Associate	$135 per hour
Technical Staff IV	$110 per hour
Technical Staff III	$95 per hour
Technical Staff II	$85 per hour
Technical Staff I / Administrative / Operations	$55 per hour

*Charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2026. Provisions for fee escalation pertain to all contract extensions and additional work.

EXHIBIT B

PUBLIC WORKS - CALIFORNIA LABOR CODE REQUIREMENTS

(Labor Code §§ 1720 *et seq*., 1813, 1860, 1861, 3700)

If the Services, in whole or in part, constitute "public works" as defined by California law, then CONSULTANT shall comply with the terms and conditions set forth in this PUBLIC WORKS EXHIBIT.

"Public works" include, but is not limited to the following: BOUNDARY SURVEY WORK, TOPOGRAPHICAL SURVEY WORK, RELOCATION WORK, CONSTRUCTION INSPECTION, TESTING AND OVERSIGHT SERVICES, SITE ASSEMBLY WORK, PRECONSTRUCTION TESTING AND INSPECTION SERVICES, INSTALLATION AND REMOVAL OF TEMPORARY FENCING AT PROJECT SITES, OR GEOTECHNICAL WORK (INCLUDING SOIL AND COMPACTION TESTING, FIELD TECHNICIAN OBSERVATION OF ALL TRENCHING AND BACKFILL OPERATIONS, AND FIELD TECHNICIAN INSTALLATION OF MONITORING DEVICES).

As to any portion of the Services that are "public works," CONSULTANT shall comply in all respects with all applicable provisions of the California Labor Code, including the following:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and CITY and CONSULTANT agree to be bound by all the provisions thereof as though set forth fully in this Agreement.

2. CONSULTANT shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.

3. CONSULTANT agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at:

   http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

   Applicable prevailing wage determinations are also are on file with CITY and are available to any interested party upon request. CONSULTANT shall, as a penalty to CITY, forfeit not more than two-hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by any subcontractor.

4. Pursuant to California Labor Code Section 1771.4, CONSULTANT's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

5. CONSULTANT shall comply with the provisions of California Labor Code Section 1776 which, among other things, require CONSULTANT and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform CITY of the location of the records. CONSULTANT is responsible for compliance with Section 1776 by itself and all of its subcontractors.

6. CONSULTANT shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONSULTANT is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. CONSULTANT shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONSULTANT hereby certifies as follows:

   “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT C

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

October 14, 2025
NEW BUSINESS
Item No. 5B.

City Council Agenda Report

PROFESSIONAL SERVICES AGREEMENT WITH RKA CONSULTING GROUP FOR DESIGN SERVICES OF THE VALLEY VIEW STREET (FROM SOUTH CITY LIMITS TO NORTH CITY LIMITS) PAVEMENT REHABILITATION PROJECT

PREPARED BY	PRESENTED BY
Jason Tran, Associate Engineer	Jason Tran, Associate Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a Professional Services Agreement with RKA Consulting Group in the amount of $265,565 for design services for the Valley View Street (From South City Limits to North City Limits) Rehabilitation Project; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City is initiating the design phase for the Valley View Street Pavement Rehabilitation Project, which spans approximately 2.85 miles from Lincoln Avenue (southern city limit) to Artesia Boulevard (northern city limit). The project includes various improvements such as asphalt pavement rehabilitation, the removal and replacement of damaged curb and gutter, cross gutters, sidewalks, ADA ramps (if not compliant with current ADA standards), utility adjustments, signing and striping, traffic control plans, any additional signage required by the CA MUTCD, and other incidentals as necessary to complete the project in its entirety.

On August 7, 2025, staff issued a Request for Proposals (RFP) to retain a consultant to provide professional design services for the subject project. Three (3) proposals were received on August 28, 2025, and were thoroughly evaluated by staff. The proposals ranged from $265,565 to $393,857.

Following a thorough evaluation, staff determined that RKA Consulting Group is the most qualified firm based on their understanding of the scope of work, project schedule, cost-effectiveness, and relevant experience. RKA Consulting Group has successfully delivered similar design projects for other agencies, such as the cities of Pomona and Duarte.

Staff recommends awarding the agreement to RKA Consulting Group for professional design services, including plans, specifications, cost estimates, and construction support. The design phase is scheduled to commence in November 2025, and is anticipated to be completed by May 2026. The construction phase of this project is anticipated to begin during Fiscal Year 26-27.

The City Attorney has reviewed and approved the proposed agreement.

BUDGET IMPACT

This agreement is in the amount of $265,565 and will be funded by the Gas Tax Fund as part of the Capital Improvements Project budget (Account No. 24-9806-590191).

Attachments

Att 1 of 4 - RFP Design - Valley View Rehab.pdf
Att 2 of 4 - PSA - Valley View Rehab.pdf
Att 3 of 4 - RKA Proposal.pdf
Att 4 of 4 - RKA Fee.pdf

CITY OF BUENA PARK

COUNTY OF ORANGE
STATE OF CALIFORNIA

REQUEST FOR PROPOSAL (RFP)

VALLEY VIEW STREET REHABILITATION PROJECT
(FROM SOUTH CITY LIMITS TO NORTH CITY LIMITS)
PLANS, SPECIFICATIONS, AND ESTIMATE

Proposal Due Date: August 28, 2025 BY 3:00 PM

RFP Administrator:

Jason Tran, P.E.
Associate Engineer
Public Works Department
T: (714) 562-3680
jasontran@buenapark.com

Interested parties may obtain a copy of this RFP by emailing the RFP Administrator

ISSUED: August 7, 2025

INTRODUCTION

The City of Buena Park (City) is seeking an experienced engineering Consultant (Consultant) to prepare plans, specifications, and estimate (PS&E) for the Valley View Street Rehabilitation Project. The City encourages Consultants to review this document completely. A topographic survey and engineering soils report are also required for the design of this project.

Each prospective Proposer is responsible for thoroughly reviewing and comprehending all the terms and conditions outlined in this Request for Proposals (RFP), including the attached documents, and conducting independent background research on the Project.

Each proposer is solely responsible for the expenses incurred in preparing and submitting their Proposal in response to this RFP. The City explicitly disclaims any responsibility for assumptions made by Proposers based on the presence or absence of information provided by the City in any form. The City may, at its sole discretion, amend this RFP by issuing written addenda. It is the sole responsibility of each Proposer to regularly monitor the project posting for any addenda related to this RFP.

The City's issuance of this RFP or acceptance of Proposals does not imply a commitment to award or enter into an Agreement. The City reserves the right to reject any or all Proposals at its discretion and may request new Proposals if deemed necessary for the best interests of the City. Furthermore, the City reserves the right to cancel, modify, or postpone this RFP at any time, and may waive any procedural irregularities or informalities that may arise during the RFP process.

Also included is a draft Professional Services Agreement (PSA) for your information that will be used between the City and the Consultant. This RFP will be evaluated based on the Consultant’s qualifications and City selection. Please note, this is a prevailing wage job and needs to be reflected in your proposal, as required.

PROJECT BACKGROUND

The project site is located on Valley View Street from Artesia Boulevard (north City Limits) to Lincoln Avenue (South City Limits). The project spans approximately 2.85 miles and will involve various improvements, including, but not limited to, asphalt pavement rehabilitation (section to be determined); the removal and replacement of damaged curb and gutter, cross gutters, sidewalks, and ADA ramps (if not compliant with current ADA standards); driveway approaches; signing & striping; utility adjustments; traffic control; and other incidentals as necessary to complete the project in its entirety.

QUALIFICATIONS

MINIMUM QUALIFICATIONS

- Valid California Professional Civil Engineer License;
- Satisfactory completion of a minimum of three (3) complete street rehabilitation PS&E within the last 5 years, and provide references;
- Understanding of Valley View Street parking, surrounding land use, traffic circulation, and operational needs along with the City of La Mirada, Cerritos, La Palma, Cypress, Caltrans, and Union Pacific Railroad needs;
- Ability to provide deliverables consistent with the latest City-adopted formats and software; and
- Familiarity with City of Buena Park standards, provisions, and practices.

The scope of work shall include the following:

1. **Project Management and Coordination**

   a. **Project Management**

   A kick-off meeting with the City of Buena Park staff and the Consultant will be held prior to beginning work to review and refine the work program and schedule, identify critical milestones, and determine appropriate paths of communication. Consultant shall produce a baseline schedule of work and conduct periodic meetings (phone conference and coordination meetings) with the City to discuss progress.

   Deliverables

   - Schedule of work - updated biweekly
   - Meeting minutes for all design meetings

   b. **Project Coordination**

   Consultant shall coordinate major design requests and changes with the City, neighboring Cities, agencies, and other constituents that may provide design input, suggestions or restrictions for the project. Design may be altered through additional coordination efforts.

2. **Plans, Specifications, and Estimate**

   The Consultant shall deliver all necessary professional services, including engineering, and office engineering for the preparation of project Plans, Specifications and Estimates (PS&E) for the project. The Consultant's design responsibilities shall include but not be limited to the following:

   a. Perform due diligence research to support project completion, including existing drainage conditions, grading, traffic issues, coordination and necessary engineering site visits Identify existing utilities on contract drawings and perform Potholing for existing utilities potentially affected by proposed improvements.

   b. Prepare a Stormwater Pollution Prevention Plan (SWPPP) and/or Water Quality Management Plan (WQMP), if applicable, and incorporate all necessary temporary and permanent storm water quality control measures.

   c. Prepare 60%, 90%, and 100% PS&E submittals to the City covering existing centerline, curb & gutter, sidewalk, parkway, curb ramps, cross gutters, spandrels, driveways, trees, signing and striping and existing utilities (wet and dry). Plans must include profiles of existing and proposed roadway elevations, removal and replacement of hardscape to meet City standards, and all other elements needed to complete the 100% bid-ready PS&E package. The Consultant shall identify portions of curb and gutter, sidewalk,

spandrels, cross gutters, driveways, curb ramps, and any other items that need to be replaced due to poor conditions or non-compliant with current ADA standards.

d. The plan set shall include a Title Sheet, Typical Sections, Street improvements Plan and Profile sheets, Signing and Striping Plan, Traffic Control Plan, and any other plans and/or details needed to complete the 100% bid set of Plans, Specifications and Estimate (PS&E).

e. Review and incorporate all applicable comments from the City of Buena Park, La Mirada, Cerritos, La Palma, Cypress, Caltrans, Union Pacific Railroad Company, and all other involved agencies.

f. Prepare contract drawings with sufficient details for construction in accordance with latest Caltrans, City Standards, SPPWC, CA MUTCD, and any other applicable regulations. Consultant shall identify all Complete Street and Sustainable Street Design features on contract drawings.

g. Provide support services to City during bidding phase including but not limited to responding to Requests for Information (RFI) from bidders.

h. Provide support services to City during construction phase including but not limited to responding to Requests for Information (RFI) from the Contractor.

i. The City will provide environmental approval through the California Environmental Quality Act (CEQA).

j. Ensure project documents are in compliance with Caltrans requirements for project areas within Caltrans right of way.

Deliverables

- List of standard and non-standard design features
- 60% design drawings (Plan & Profiles) and estimate
- 90% design drawings (Plan & Profiles), specifications, and estimate
- 100% contract drawings (Plan & Profiles), specifications, estimate (bid set), and all associated CAD files

3. Geotechnical Report

The Consultant shall provide a geotechnical report stating pavement recommendations and soils testing as well as materials testing during the construction phase. The Consultant shall work closely with the City to decide the type of rehabilitation to implement based on the budget limitations upon review of the soils report. The Consultant's geotechnical efforts shall include, but not be limited to the following:

a. Coring the existing pavement to determine surfacing, base thickness, and sub-grade soil conditions. Necessary laboratory work, including "R" value testing, must be performed to formulate recommendation for remedial work. A traffic index value of 5 shall be used for a local street, 6 for a collector and alleys, and 4.5 for cul-de-sacs. The feasibility of

pulverization as an alternative option should be considered for removal and replacement for this project. A minimum of fifteen (15) core samples within the northbound lanes and fifteen (15) core samples within southbound drive lanes shall be collected.

4. Survey

The Consultant shall provide a topographic survey at 25-foot intervals including, but not limited to CL, EG, TC, FL, and BW for the project site. The Consultant's survey efforts shall include but not be limited to the following:

a. All existing sidewalk, curb ramps, cross gutters, spandrels, drive approaches, utility boxes, manholes, valves, power poles, traffic signals, cabinets, fire hydrants, trees, signing and striping along with any other visible features within the right-of-way. At intersections, include survey for a minimum of 10' beyond existing curb radius. The survey shall include enough record survey control monuments to accurate map the right-of-way limits in the project location per available county record maps.
b. Inventory and verification of existing survey monuments within the project limits.
c. All necessary survey points for new roadway features (if applicable).

5. Permitting and Regulations

The Consultant shall be responsible for developing and managing the approval process for all required project plans. This includes coordinating with relevant agencies and stakeholders to ensure timely and complete approvals.

The Consultant shall comply with all applicable laws, rules, and regulations related to encroachment permitting. The scope of professional services encompasses all tasks necessary to advance the project through the development and permitting phases, ensuring it is fully prepared to proceed to the construction phase.

Under the terms of the Freeway Maintenance Agreement with Caltrans, the City is responsible for maintaining the roadway section on Valley View Street near the SR-91 freeway. All maintenance activities in this area shall be performed at the City's expense.

Deliverables

a. Obtain all necessary permits from Caltrans.
b. Obtain all necessary permits from Union Pacific Railroad.

PROJECT MANAGEMENT - SCHEDULE

PROJECT MANAGEMENT:

Consultant shall organize, schedule, and chair all meetings. Meeting agendas shall be prepared and distributed two days prior to the meetings. Meeting minutes shall be prepared within three days after the meeting. Assume two (2) 1-hour long face-to-face project development meetings with various City staff. In addition, communication between Consultant and City staff via email and telephone will be on going throughout project.

Consultant shall submit a draft 60 percent plans and estimate submittal and allow two (2) weeks for review from the City of Buena Park and other involved agencies. All comments shall be addressed prior to submitting the draft 90 percent plans, specs, and estimate (PS&E) submittal. Consultant shall allow an additional two (2) for review from the City of Buena Park and other involved agencies of the 90 percent submittal. Comments from the 90 percent submittal shall be incorporated in the final contract PS&E submittal for bidding purposes.

SCHEDULE:

Consultant shall prepare a detailed schedule showing times of completion and milestones for each task. The City desires to meet the following milestones (tentative):

- Award Professional Services Agreement — September 2025
- Geotechnical Report — October 2025
- 60 Percent PS&E Submittal — February 2026
- 90 Percent PS&E Submittal — March 2026
- 100 Percent (Final) Contract PS&E (Bid Set) — April 2026

INSTRUCTIONS

REGISTRATION:

All interested Proposers shall register with the RFP Administrator through the City's portal on PlanetBids at: https://vendors.planetbids.com/portal/39485/bo/bo-search

PROPOSAL FORMAT:

Proposals must be:

- Typed on standard 8-1/2" x 11" paper. Minimum font size is to be 12. Drawings are not limited to the 8-1/2" x 11" size.
- Be as brief as possible and not include any unnecessary promotional material.
- The Proposals are not to exceed fifteen (15) one-sided pages including all responses, reference work, and information about the firm and individuals assigned to the Project. The following items are not included as part of the 15-page total requirement: title page, table of content, cost proposal, resumes, drawings and dividers.

Proposals shall be submitted to the RFP Administrator. Please note that part of the evaluation criteria takes Consultant's proposal responsiveness into consideration. Proposals missing the required components listed will be evaluated accordingly.

A. SCOPE OF WORK: Detailed scope of work and methodology that comprehensively defines and describes the individual tasks. The scope of work may be used as a basis for contract negotiations. Scope of work shall be based upon, but is not limited to, the information contained in this Request for Proposal (RFP).

B. CONSULTANT'S REPRESENTATIVE: Identification of the primary representative and an alternate to perform the services described in the scope of work. Each representative shall be identified in the proposal. The Consultant's representatives shall be California Licensed Professional Engineers and remain in responsible charge of all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative shall become the primary representative upon the City's approval.

C. PROJECT TEAM: Identification of the project team, including organizational chart and resumes of each team member. Specific responsibilities of each team member, including sub-consultants, along with their anticipated total effort in the project, shall be detailed in a matrix of total hours of work for each task versus each job classification on the project.

D. REFERENCES: Description of the project team's past record of performance on similar projects for which your firm has provided services. The proposal shall include client references that may be contacted by the City.

E. SCHEDULE: Assurance of the firm's ability to complete all work, considering the firm's current and planned workload based on the aforementioned proposed schedule.

F. DESIGN BUDGET: Provide a breakdown of the estimated hours for each individual for each project task defined in the scope of work. Billing rates for each individual as well as the total design fee proposal shall be submitted in a separate sealed envelope. Proposal shall also include a cost estimate of all reimbursable costs, indirect costs, and incidentals.

G. SUBCONSULTANT: If sub-consultants are utilized, they shall be identified in the scope of work together with the services performed. Tasks shall be identified in the breakdown of estimated hours. Sub-consultants shall be directed and compensated by Consultant.

SUBMITTAL INFORMATION:

Proposals are due by **3:00 PM on August 28, 2025** to the RFP Administrator at the City of Buena Park. Postmarks will not be accepted.

RFP Administrator:
Jason Tran, P.E., Associate Engineer
City of Buena Park – Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621
T: (714) 562-3680
Email: jasontran@buenapark.com

Four hard copies (3 bound, 1 unbound) and an electronic copy of the proposal shall be submitted. Please mark all submittals as "**VALLEY VIEW STREET REHABILITATION PROJECT**".

It is the responsibility of each Consultant to ensure their proposal is received before the stated deadline. The Public Works Department may be reached at (714) 562-3670 to verify receipt of proposals.

QUESTIONS, ANSWERS, AND ADDENDA TO RFP:

Prior to the RFP submission deadline, questions may arise regarding the specifications, procedural, and/or administrative matters. Please contact **Jason Tran, P.E., Associate Engineer at (714) 562-3680 and/or jasontran@buenapark.com**. All Changes to the RFP itself shall only be made by the City via a written addendum. All addenda will be published via email and shall become part of the RFP document requiring response by the Consultant where indicated.

PROPOSAL EVALUATION CRITERIA:

Proposals will be evaluated based on the response to all provisions of this RFP. The City may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and percentage of score as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERION	
Qualifications and Experience - The qualifications and experience of the proposing Consulting firm and team with preparing pavement rehabilitation plans, specifications, and estimates. Quality of key individuals. Client references. Familiarity with City standards, provisions, policies, and operations.	30%
Project Approach - The Consultants response in developing a comprehensive plan while meeting requirements and the City's specific needs. Consultant's ability to deploy the appropriate resources to promptly meet requested work. The Consultant's ability to self-perform the desired work, or form a quality team of subconsultants.	30%
Compliance with RFP - The ability of the Consultant to comply with all instructions set forth under this RFP as well as the Consultants ability to agree to all of the terms and conditions of the attached PSA.	20%
Schedule - Proposal for completing the project in a timely manner within the desired timeframe, inclusive of the proposer's ability to identify critical paths.	10%
Fee Proposal - Submitted fee proposal in a separate sealed envelope.	10%

The City is under no obligation to award this project to the Consultant offering the lowest fee proposal. Evaluation criteria expressed in this RFP solicitation may be used in the proposal evaluation process. In evaluating proposals, the City may consider the qualifications of the Consultants and whether the proposals comply with the prescribed requirements. The size and scope of the project at hand may dictate the degree to which Qualifications-Based Selection processes are utilized.

The City reserves the right to determine whether a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City's sole opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any/all proposals.

SELECTION PROCESS:

All Proposals received as specified will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may do any or all of the following: generate a "short list" and conduct interviews with the top candidates; conduct on-site visits and/or tours of the candidates' places of business; conduct negotiations with the most qualified candidate(s). Consultants should be aware that an award can be made without consultant visits, interviews, or further discussion or negotiations.

DRAFT AGREEMENT:

A standard draft template of the City's Professional Services Agreement is attached for review. Please note that general provisions and insurance requirements are not subject to change. If your firm is selected following the RFP process, a final agreement will be prepared for approval and execution. At that time, you will need to provide current insurances certificates, which meet the requirements as listed in the agreement.

TERMS AND CONDITIONS

Acceptance of Terms and Conditions

Submission of a proposal indicates acceptance by the Consultant submitting the proposal of the terms, conditions, and specifications contained in this RFP and Draft Agreement, unless clearly and specifically stated otherwise in the completed Statement of Compliance.

Precedence of Terms and Conditions

All other terms and conditions of the Draft Agreement attached within this RFP are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the draft agreement, the terms and conditions expressed in the Draft Agreement shall take precedence.

Public Record

Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of Buena Park. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this project. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Consultant by written notice to the RFP Administrator.

Late Proposals

Any proposal which is not received by the City's Public Works Department (6650 Beach Boulevard, Buena Park, CA 90621) prior to the deadline date and time set forth in this RFP shall not be considered. The City assumes no responsibility or liability for the transmission, delay, or delivery of a proposal by either public or private carriers.

Representations Not Binding

No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

Errors and Omissions

This RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City relies on the professionalism and competence of the Consultant to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, staff-hours, labor, direct and indirect costs, etc. Consultant shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

Proposal Validity

Unless otherwise noted by the Consultant, all proposals shall be held valid for a period of 180 days.

Right of Rejection

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any Consultant who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Consultant.

Non-Compliance

Consultant and/or proposals that do not meet the stated requirements for this project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions.

Exceptions to Proposal Requirements

Consultant may find instances where they must take exception with certain requirements or specifications of the RFP and/or Draft Agreement. All exceptions shall be clearly identified using the Statement of Compliance, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Determination of Responsiveness

The City shall have sole authority in determining the responsiveness of any/all proposals. For proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness of any proposals.

No Obligation to Award

The City of Buena Park is not obligated to enter into a contract or agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this project if it is deemed most advantageous to the City.

Bidder Reimbursement Prohibition

The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist Consultant(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the Consultant(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the Consultant(s).

Gratuity Prohibition

Consultant shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal. Submission of a proposal indicates Consultant certifies that they have not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.

Contact with City Personnel or Entities

During the RFP procurement process, proposal evaluation process and proposal selection process, the RFP Administrator is to serve as the primary point of contact for all matters pertaining to this RFP and project. Consultant shall not contact any City personnel or entities, other than the RFP Administrator, for matters regarding this project until conclusion of the entire procurement process, which shall be defined with an Agreement Award. Unauthorized contact may result in disqualification of proposals.

Indemnification and Release of Liability

Consultant, at its own expense and without exception, and to the maximum extent permitted by law, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and release in advance and hold harmless the City, its elected officials, officers, employees, and agents, with respect to any and all claims and liabilities of any nature or kind arising out of or incurred in connection with Consultant's participation in this RFP process including: (i) submittal of a proposal; (ii) selection of a different Consultant; and/or (iii) Consultant's provision of services if Consultant is selected and enters an agreement with the City pursuant to this RFP.

Insurance Requirements

The selected Consultant(s) for this project shall be required, prior to the execution of a contract, to furnish proof of insurance. The specific insurance types and limits depend on the project and can be found in the Draft Agreement of this RFP solicitation.

Compliance with All Applicable Laws

Consultant declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate state licensing and business licensing.

Compliance with California Labor Code

The work required pursuant to this RFP may, in whole or in part, constitute "public works" as defined in Section 1720 of the California Labor Code. Therefore, unless advised otherwise in writing by the City prior to performing on any particular project, the Consultant shall comply with all applicable requirements of the California Labor Code including Sections 1720 through 1861 which require payment of prevailing wages, registering with the Department of Industrial Relations prior to execution of an agreement with the City, and maintaining certified payroll records, all as more fully set forth in Section 15.12 of the Draft Agreement.

Fee Schedule

Fee Schedule shall include any/all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the work or services as part of the project described in this RFP. City will not be responsible for reimbursing the Consultant for any charges not included in the proposal pricing that are incurred in securing these requirements.

Sub-consultant/Joint Ventures

The selected Consultant shall be the lead Consultant performing the primary functions of the Agreement. If any portion of the Agreement is to be performed by a sub-consultant, this must be clearly set forth in the proposal submittal as to what part(s) is/are to be delegated. The City reserves

the right to reject any proposal wherein use of sub-consultant(s) significantly affects the ability of the Consultant to function as lead on the awarded agreement. The lead Consultant will, at all times, be responsible for the acts and errors or omissions of its sub-consultants or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Consultant's request to use sub-consultants is at the sole discretion of the City.

ATTACHMENTS

Attachment A – Location Map

Attachment B – Freeway Maintenance Agreement

Attachment C - Draft Professional Services Agreement

Attachment A

Location Map



LEGEND:

PROJECT AREA

CITY BOUNDARY

N

NTS

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

VALLEY VIEW STREET REHABILITATION

LOCATION MAP

EXHIBIT NO.

A

DRAWN BY: AH

DATE: 07/15/2025

E:\Projects\Street\Active\Valley View Pavement Rehabilitation\Exhibits\SheetFiles\Valley View St..dwg

Attachment B

Freeway Maintenance Agreement

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 16th, day of September, 19 70, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State," and the City of Buena Park, hereinafter for convenience referred to as "the City," witnesseth:

WHEREAS, on September 27 19 55 and August 14, 1956, a freeway agreement was executed between the City and the State wherein the City agreed and consented to certain adjustments of the City street system required for the development of that portion of State Highway Route 91, within the limits of the City of Buena Park, as a freeway, and

WHEREAS, said freeway has now been completed or is near completion, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures, and city streets or portions thereof, and landscaped areas, within the freeway limits, and

WHEREAS, under Section 4, of the above freeway agreement, the City will resume control and maintenance over each of the relocated or reconstructed city streets except on those portions thereof adopted as a part of the freeway proper.

NOW THEREFORE, IT IS AGREED:

1. ROADWAY SECTIONS

The City will maintain, at City expense, all portions of City Streets and appurtenant structures and bordering areas, within the designated areas on the attached maps marked EXHIBIT "A" and made a part hereof by this reference.

2. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the deck surface except as hereinafter provided. The City will maintain, at City expense, the deck and/or surfacing and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface. The City will also maintain all portions of the structure above the bridge deck, as above specified, as well as all traffic service facilities that may be required for the benefit or control of City Street traffic.

3. VEHICULAR UNDERCROSSINGS

The State will maintain the structure proper. The roadway section, including the traveled way, shoulders, curbs, sidewalks, walls, drainage installations and traffic service facilities will be maintained by the City.

4. PEDESTRIAN OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the top of the concrete deck surface, exclusive of any surface treatment thereon. The City will maintain, at City expense, the top of the concrete deck surface, together with any surface treatment thereon, and all portions of the

structure above the concrete deck surface, and shall perform such other work as may be necessary to insure an impervious and otherwise suitable surface. The City will also maintain all traffic service facilities provided for the benefit or control of pedestrian traffic.

5. PEDESTRIAN UNDERCROSSINGS

The State will maintain the structure from a structural standpoint. The City will maintain all drainage and lighting installations and will be responsible for all cleaning and painting as may be required to keep the structure free of debris and obscenity.

6. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Landscaped areas within the limits reserved for freeway use, including traffic interchanges and on and off ramp areas but excluding frontage road areas, will be maintained by the State, at State expense. All plantings or other types of roadside development lying outside of the area reserved for freeway use will be maintained by the City at City expense.

7. RESPONSIBILITY

It is understood and agreed that neither the State, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under the Freeway Agreement and further clarified by this Freeway Maintenance Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the City shall

fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under the Agreement.

It is understood and agreed that neither the City nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the State under or in connection with any work, authority or jurisdiction not delegated to the City under the Freeway Agreement and further clarified by this Freeway Maintenance Agreement. It is also understood and agreed, that pursuant to the Government Code Section 895.4, the Department shall fully indemnify and hold the City harmless from any damage or liability occurring by reason of anything done or omitted to be done by the State under or in connection with any work, authority or jurisdiction not delegated to the City under the Freeway Agreement and further clarified by this Agreement.

8. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State; it being understood and agreed, however, that the execution of this Agreement shall not affect any pre-existing obligations of the City to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the City has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

J. A. LEGARRA
STATE HIGHWAY ENGINEER

By _____
Deputy District Engineer

CITY OF BUENA PARK

By _____
(Mayor)

By _____
(City Clerk)

7-MA-618-5
Mar 70 Rev

RESOLUTION NO. 4119

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK
APPROVING FREEWAY MAINTENANCE AGREEMENT

WHEREAS, the State of California, through its Department of Public Works, Division of Highways, has presented an agreement entitled "Freeway Maintenance Agreement" which concerns State Highway Route 91, within the limits of the City of Buena Park and,

WHEREAS, the City Council has heard read said agreement in full and is familiar with the contents thereof;

THEREFORE, be it resolved by the City Council of the City of Buena Park that said maintenance agreement be and the same is hereby approved and the Mayor and the City Clerk are directed to sign the same on behalf of said Council.

ADOPTED THIS 9th DAY OF August, 1970.

By Harold R. Bowman
Mayor

By Margaret G. Cameron
City Clerk

Attest:

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the city of Buena Park at a regular meeting thereof held August 11, 1970.

Margaret G. Cameron
City Clerk

LOCATION LIMITS

PM R0.56

PM R2.60

VALLEY VIEW ST. OC
See Page 3 of 6

BUENA

ORANGETHORPE

HOLDER ST.
See Page 4 of 6

KNOTT AVE. UC
See Page 5 of 6

WESTERN AVE. UC
See Page 6 of 6

RTE. 91 FWY.

Ped. O.C.

PARK

Fullerton Relief Channel

MELROSE

ROSE

NINTH

TENTH ST

ELEVENTH ST

HIDALGO ST

YUCCA ST

VERDE RD

SCALES RD

HIGHLAND AVE

ROSFRATA AVE

BURNHAM AVE

KLINGMAN AVE

39 ROUTE

BEACH BLVD.

STATE

ROBIN WY.

DRIBLE DR.

PENGUIN DR.

FLAMINGO DR.

PELICAN DR.

BLUEJAY DR.

EAGLE DR.

FALCON DR.

ALBATROSS DR.

PHEASANT DR.

EMERSON DR.

LONGFELLOW DR.

FROST CIR.

SAND BURG DR.

WHITMAN DR.

SHERIDAN WAY

SCOTT WAY

BRADLEY DR.

NORSTADT ST.

WAINWRIGHT DR.

PERSHING WAY

RIDGEWAY DR.

FREMONT WAY

CLARK WAY

PATTON WAY

RAFAEL DR.

GAINES WAY

LEE DR.

ARNOLD WAY

HANDCOCK WAY

MORGAN WAY

MCCELLAN WAY

HERSHEY DR.

WARD WAY

HOLDER ST.

MOHICAN DR.

NAVAJO DR.

CHEROKEE CIR.

CHIPPEWA CIR.

BLACKHAWK CIR.

APACHE DR.

SHOSHONEE WAY

COMANCHE DR.

IROQUOIS DR.

MOHAWK CIR.

HOUSTON ST.

BERRY AVE

KNOTT AVE

EL CERRO DR.

EL CERRO CIR.

CEDRO CIR.

WESTERN AVE

EL CAPITAN DR.

EL CHACO DR.

EL CANEY DR.

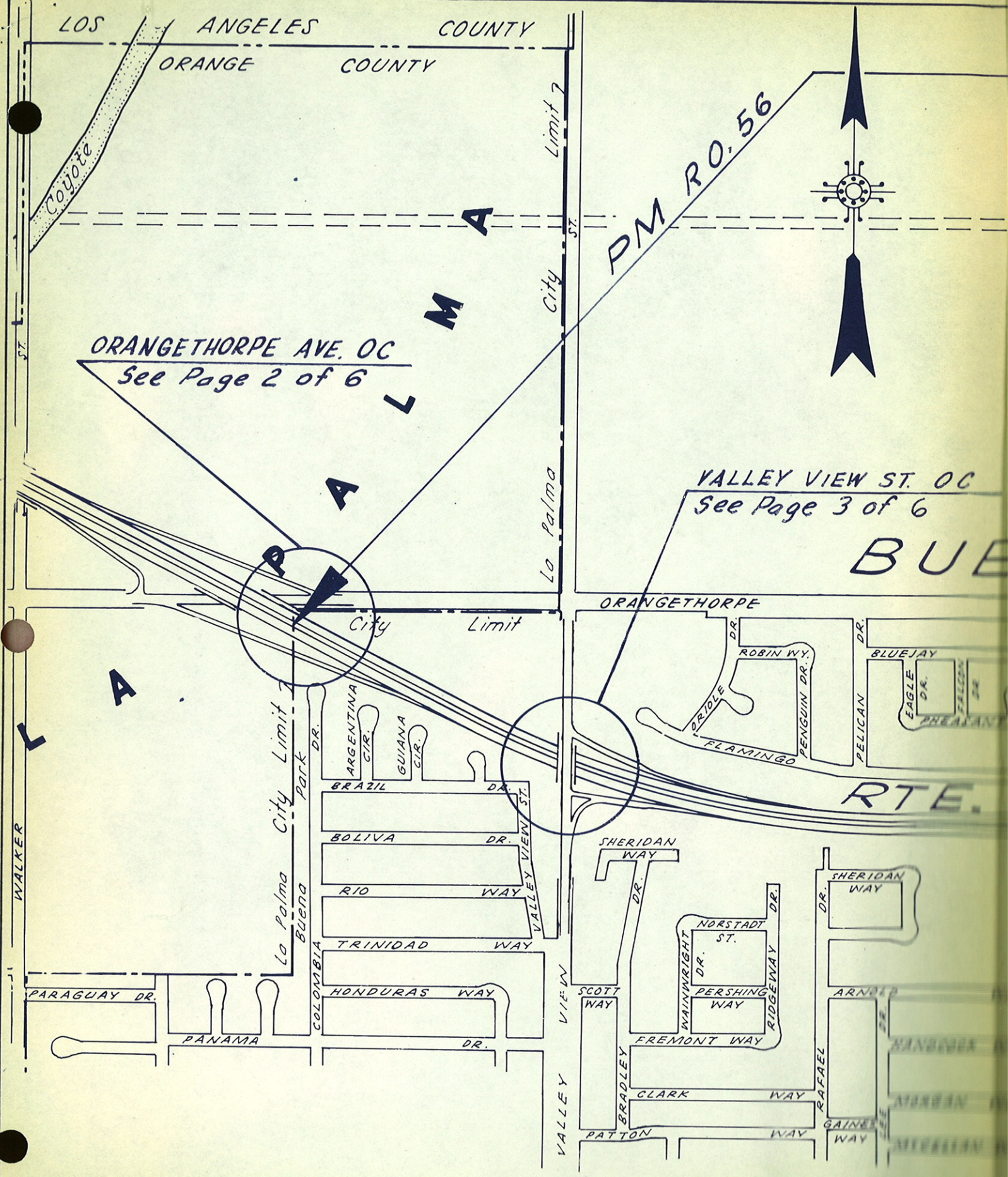
EL FERROL WAY

AZALE DR.

WALNUT AVE

EXHIBIT "A"
Freeway Maintenance Agreement
07-ORA-91-R0.56/R2.60
CITY OF BUENA PARK
Page 1 of 6

5-70


LOS ANGELES COUNTY
ORANGE COUNTY
Coyote
ST.
City Limit
PM R0.56
LA PALMA
ORANGETHORPE AVE. OC
See Page 2 of 6
La Palma City Limit
VALLEY VIEW ST. OC
See Page 3 of 6
BUE
ORANGETHORPE
City Limit
ROBIN WY.
DR.
ORIOLE
PENGUIN DR.
BLUEJAY
PELICAN
EAGLE
FALCON
PHEASANT
FLAMINGO
RTE.
WALKER
Park
ARGENTINA CIR.
GUIANA CIR.
BRAZIL DR.
BOLIVA DR.
RIO WAY
TRINIDAD WAY
HONDURAS WAY
PARAGUAY DR.
PANAMA DR.
COLOMBIA
Buena Vista
VALLEY VIEW ST.
SHERIDAN WAY
SCOTT WAY
WAINWRIGHT DR.
NORSTADT ST.
PERSHING WAY
RIDGEWAY DR.
FREMONT WAY
CLARK WAY
PATTON WAY
BRADLEY
RAFAEL
GAINES WAY
ARNOLD

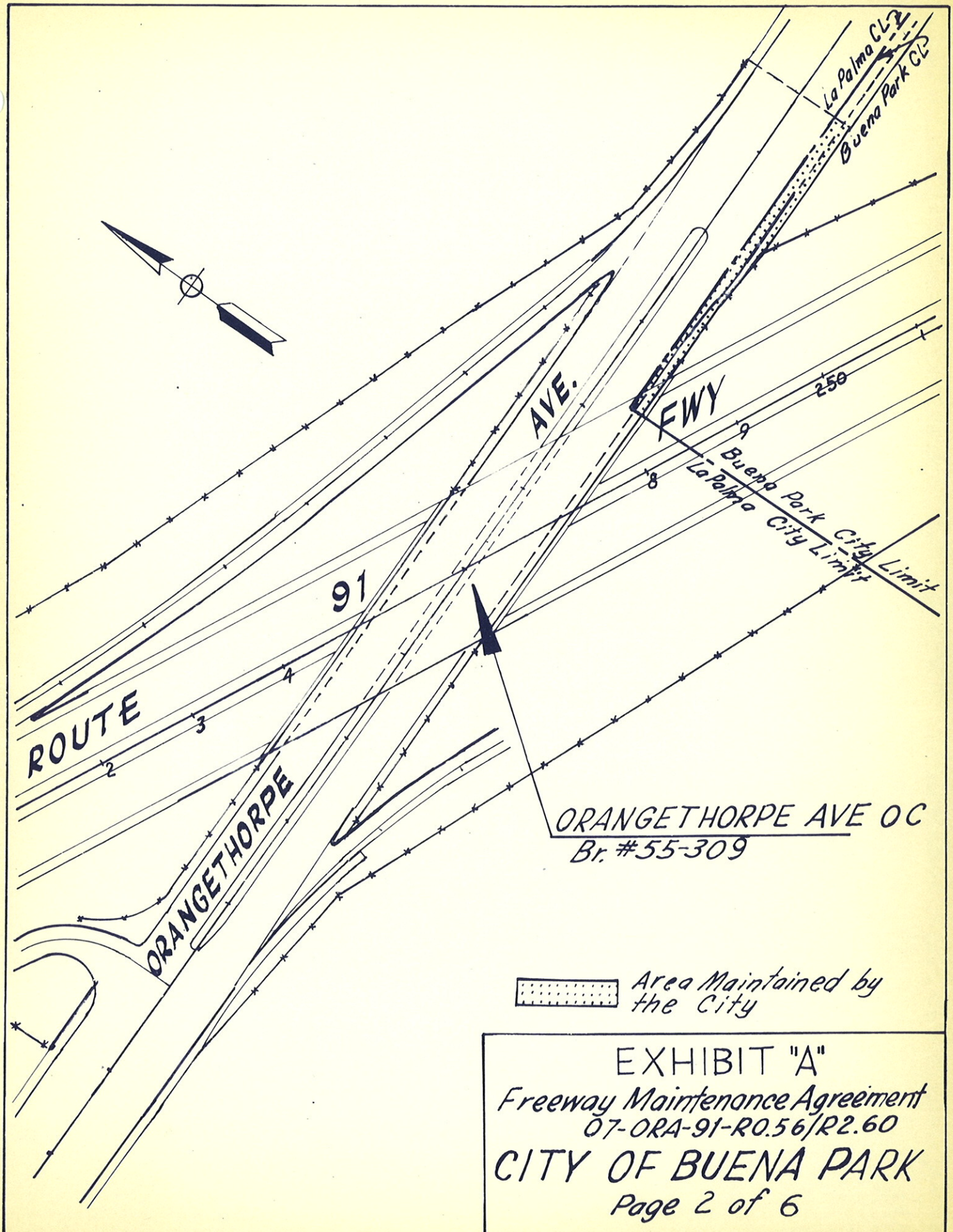


EXHIBIT "A"

Freeway Maintenance Agreement
07-ORA-91-R0.56/R2.60

CITY OF BUENA PARK

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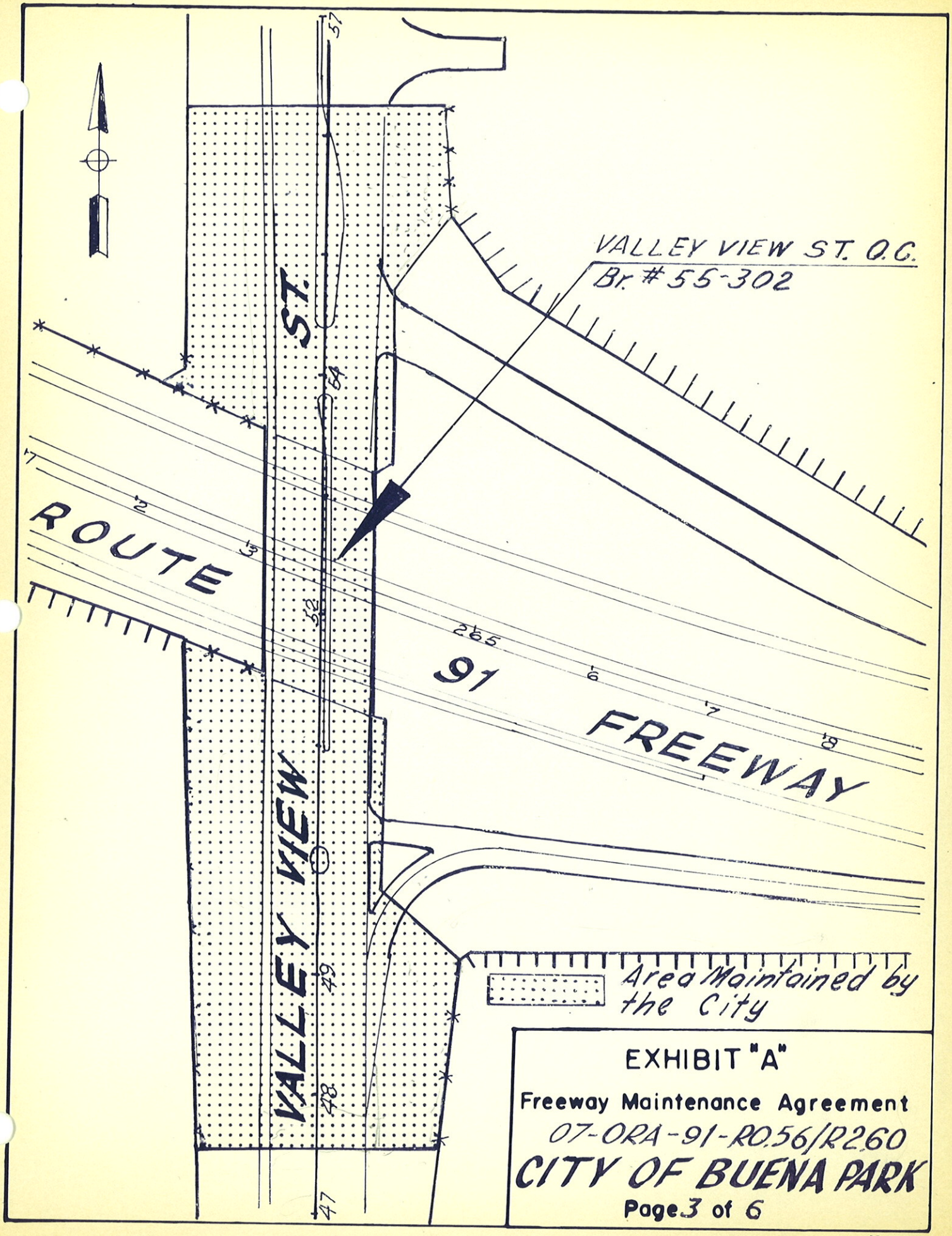


EXHIBIT "A"

Freeway Maintenance Agreement

07-ORA-91-R0.56/R2.60

CITY OF BUENA PARK

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5-70

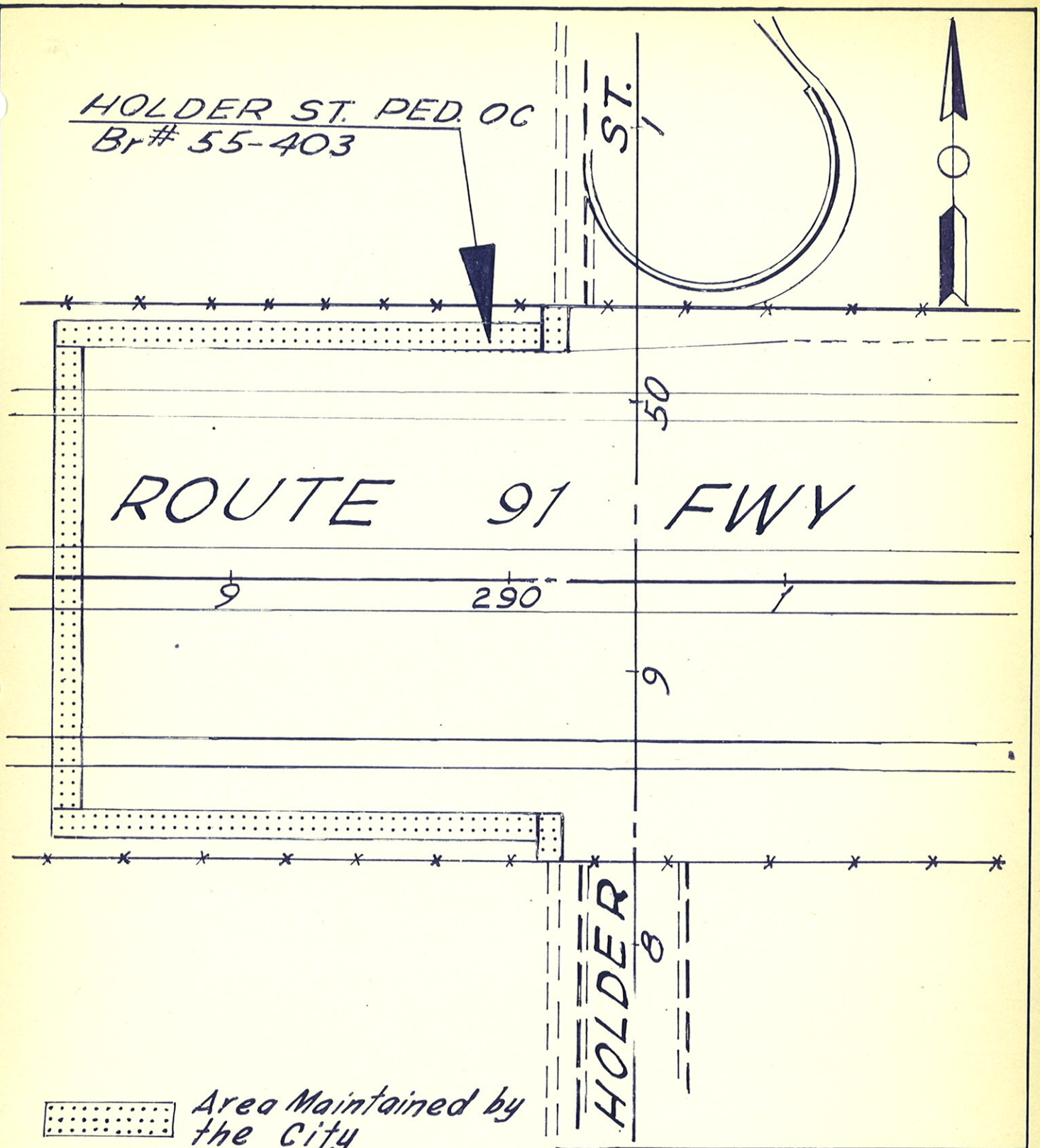


EXHIBIT "A"

Freeway Maintenance Agreement

07-ORA-91 R0.56/R2.60

CITY OF BUENA PARK

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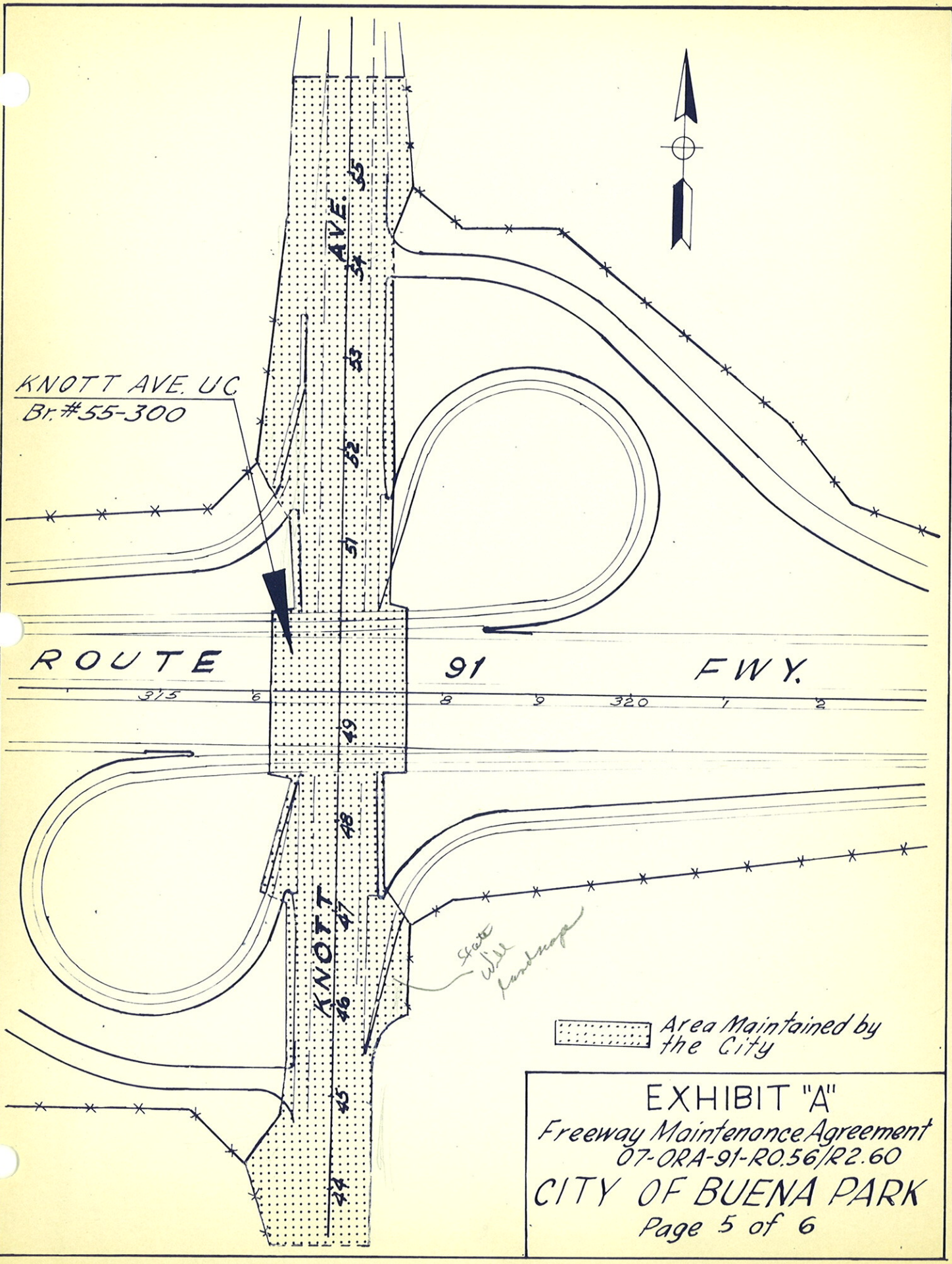


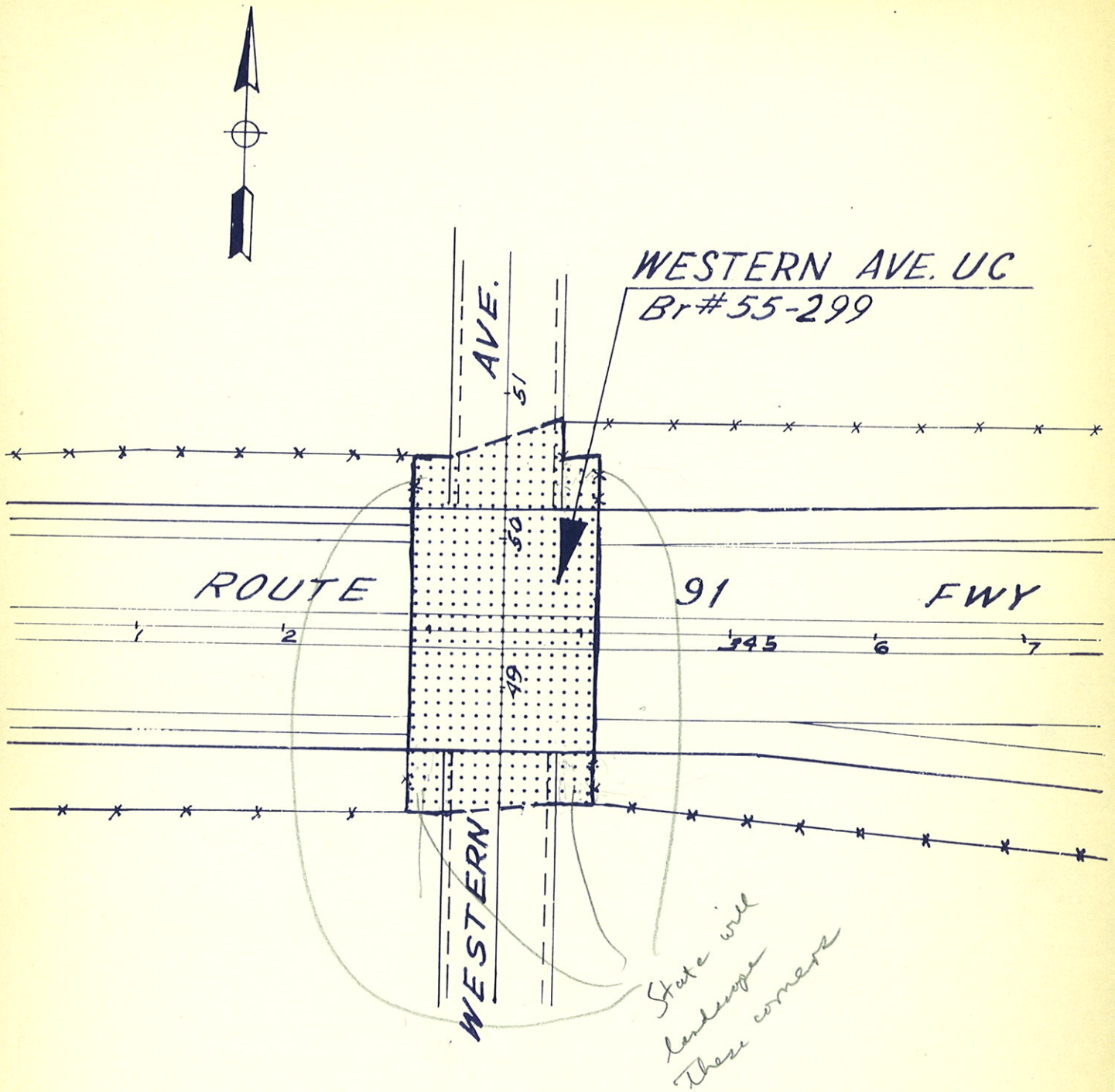
EXHIBIT "A"

Freeway Maintenance Agreement
07-ORA-91-R0.56/R2.60

CITY OF BUENA PARK

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5-70



Area Maintained by the City

EXHIBIT "A"

Freeway Maintenance Agreement
07-ORA-91-R0.56/R2.60
CITY OF BUENA PARK

Attachment C

Draft Professional Services Agreement

EXHIBIT B

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

DATE: _____

SERVICES: _____

PROJECT: _____

PARTIES TO THE AGREEMENT:

"CITY": City of Buena Park, a California Municipal Corporation

City Representative: Name:
Title:
Tel.:
Email:

"CONSULTANT": [NAME], a [business entity, i.e. LLC, LP]

Consultant Representative: Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: _____

End Date: _____

Contract Value: $_____

Services a "Public Work": NO [___] YES [___] (add "PW Exhibit")

Community Workforce Agreement: NO [___] YES [___] (add "CWA Exhibit")

Insurance Approved By Risk Management: NO [___] YES [___]

APPROVED BY: *(select one)*

(___) Department Head
Contract Value ≤ $10,000

(___) City Manager
Contract Value ≤ $80,000

(___) City Council
Contract Value > $80,000
("Levine Act Exhibit" Required)

AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE EXECUTED ON BEHALF OF THE CITY.

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CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("*Agreement*") is dated as of [_____], between the City of Buena Park, a California charter city ("*CITY*"), and [NAME OF CONSULTANT], a [BUSINESS ENTITY] ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "Parties" and individually as a "Party."

1. TERM. The term of this Agreement shall commence on [_____] and shall remain in full force and effect until [_____] unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement ("*Term*").

2. SERVICES. Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "*Services*"). CITY may request changes or expansion of the Services (each a "*Modification*") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

3. SCHEDULE OF PERFORMANCE. CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

4. COMPENSATION. The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of $_____ ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

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5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

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8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

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CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: $1,000,000 per accident for bodily injury or disease.

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT's operations pursuant to the terms of this Agreement.

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.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

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.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

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19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **Name of Business**
Signature	Signature
Name:	Name:
Title:	Title:

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***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

_____
Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

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EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

ADD DESCRIPTION

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

ADD SCHEDULE

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

ADD COMPENSATION RATES / SCHEDULES

EXHIBIT ___ (if applicable)

PUBLIC WORKS - CALIFORNIA LABOR CODE REQUIREMENTS
(Labor Code §§ 1720 *et seq*., 1813, 1860, 1861, 3700)

If the Services, in whole or in part, constitute "public works" as defined by California law, then CONSULTANT shall comply with the terms and conditions set forth in this PUBLIC WORKS EXHIBIT.

"Public works" include, but is not limited to the following: BOUNDARY SURVEY WORK, TOPOGRAPHICAL SURVEY WORK, RELOCATION WORK, CONSTRUCTION INSPECTION, TESTING AND OVERSIGHT SERVICES, SITE ASSEMBLY WORK, PRECONSTRUCTION TESTING AND INSPECTION SERVICES, INSTALLATION AND REMOVAL OF TEMPORARY FENCING AT PROJECT SITES, OR GEOTECHNICAL WORK (INCLUDING SOIL AND COMPACTION TESTING, FIELD TECHNICIAN OBSERVATION OF ALL TRENCHING AND BACKFILL OPERATIONS, AND FIELD TECHNICIAN INSTALLATION OF MONITORING DEVICES).

As to any portion of the Services that are "public works," CONSULTANT shall comply in all respects with all applicable provisions of the California Labor Code, including the following:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and CITY and CONSULTANT agree to be bound by all the provisions thereof as though set forth fully in this Agreement.

2. CONSULTANT shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.

3. CONSULTANT agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at:

   http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

   Applicable prevailing wage determinations are also are on file with CITY and are available to any interested party upon request. CONSULTANT shall, as a penalty to CITY, forfeit not more than two-hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by any subcontractor.

4. Pursuant to California Labor Code Section 1771.4, CONSULTANT's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

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5. CONSULTANT shall comply with the provisions of California Labor Code Section 1776 which, among other things, require CONSULTANT and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform CITY of the location of the records. CONSULTANT is responsible for compliance with Section 1776 by itself and all of its subcontractors.

6. CONSULTANT shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONSULTANT is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. CONSULTANT shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONSULTANT hereby certifies as follows:

   "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

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EXHIBIT ___ (if applicable)

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

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EXHIBIT __ (if applicable)

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

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CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

DATE: October 14, 2025

SERVICES: Professional Engineering Services

PROJECT: Valley View Street (From South City Limits to North City Limits) Pavement Rehabilitation Project

PARTIES TO THE AGREEMENT:

"CITY": City of Buena Park, a California Municipal Corporation

City Representative:
Name: Mina Mikhael
Title: Director of Public Works / City Engineer
Tel.: 714-562-3672
Email: mmikhael@buenapark.com

"CONSULTANT": RKA Consulting Group, a California Corporation

Consultant Representative:
Name: Cody Howing, P.E.
Title: Principal-in-charge / Owner
Tel.: 909-532-5031
Email: chowing@rkagroup.com

SUMMARY OF TERMS:

Start Date: October 14, 2025

End Date: June 30, 2026

Contract Value: $265,565

Services a "Public Work": NO [___] YES [x] (add "PW Exhibit")

Community Workforce Agreement: NO [x] YES [___] (add "CWA Exhibit")

Insurance Approved By Risk Management: NO [___] YES [___]

APPROVED BY: *(select one)*

(___) Department Head
Contract Value ≤ $10,000

(___) City Manager
Contract Value ≤ $80,000

(x) City Council
Contract Value > $80,000
("Levine Act Exhibit" Required)

AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE EXECUTED ON BEHALF OF THE CITY.

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("*Agreement*") is dated as of October 14, 2025 between the City of Buena Park, a California charter city ("*CITY*"), and RKA Consulting Group, a California Corporation ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "Parties" and individually as a "Party."

1. TERM. The term of this Agreement shall commence on October 14, 2025 and shall remain in full force and effect until June 30, 2025 extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement ("*Term*").

2. SERVICES. Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "*Services*"). CITY may request changes or expansion of the Services (each a "*Modification*") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

3. SCHEDULE OF PERFORMANCE. CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

4. COMPENSATION. The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of **$265,565** ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: $1,000,000 per accident for bodily injury or disease.

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT's operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **Name of Business**
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Professional engineering services for the plans, specifications, estimate, and construction support services for the Valley View Street (From South City Limits to North City Limits) Pavement Rehabilitation Project.. Such services are described more specifically in the Scope of Work portion of Consultant's proposal dated August 28, 2025 and attached in Exhibit "B", incorporated fully by this reference.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

The plans, specifications, and estimate shall be completed per the Schedule portion of Consultant's proposal in Exhibit "B". Construction support services shall be provided until the project to which the Services relate is accepted as complete the City, as signified by the City's filing of a notice of completion with the county in the manner prescribed by law; unless this Agreement is sooner terminated as provided in Section 10 of this Agreement.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

The total and not to exceed compensation paid Consultant for complete and full performance of the services shall not exceed the total sum of $265,565, as detailed in Consultant's budget dated August 28, 2025, set forth in Exhibit "C" attached and incorporated fully by this reference.

EXHIBIT C

PUBLIC WORKS - CALIFORNIA LABOR CODE REQUIREMENTS

(Labor Code §§ 1720 *et seq*., 1813, 1860, 1861, 3700)

If the Services, in whole or in part, constitute "public works" as defined by California law, then CONSULTANT shall comply with the terms and conditions set forth in this PUBLIC WORKS EXHIBIT.

"Public works" include, but is not limited to the following: BOUNDARY SURVEY WORK, TOPOGRAPHICAL SURVEY WORK, RELOCATION WORK, CONSTRUCTION INSPECTION, TESTING AND OVERSIGHT SERVICES, SITE ASSEMBLY WORK, PRECONSTRUCTION TESTING AND INSPECTION SERVICES, INSTALLATION AND REMOVAL OF TEMPORARY FENCING AT PROJECT SITES, OR GEOTECHNICAL WORK (INCLUDING SOIL AND COMPACTION TESTING, FIELD TECHNICIAN OBSERVATION OF ALL TRENCHING AND BACKFILL OPERATIONS, AND FIELD TECHNICIAN INSTALLATION OF MONITORING DEVICES).

As to any portion of the Services that are "public works," CONSULTANT shall comply in all respects with all applicable provisions of the California Labor Code, including the following:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and CITY and CONSULTANT agree to be bound by all the provisions thereof as though set forth fully in this Agreement.

2. CONSULTANT shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.

3. CONSULTANT agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at:

   http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

   Applicable prevailing wage determinations are also are on file with CITY and are available to any interested party upon request. CONSULTANT shall, as a penalty to CITY, forfeit not more than two-hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by any subcontractor.

4. Pursuant to California Labor Code Section 1771.4, CONSULTANT's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

5. CONSULTANT shall comply with the provisions of California Labor Code Section 1776 which, among other things, require CONSULTANT and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform CITY of the location of the records. CONSULTANT is responsible for compliance with Section 1776 by itself and all of its subcontractors.

6. CONSULTANT shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONSULTANT is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. CONSULTANT shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONSULTANT hereby certifies as follows:

   "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

City of Buena Park

Proposal for: Valley View Street Rehabilitation Project (From South City Limits to North City Limits) Plans, Specification, and Estimate

August 28, 2025



Submitted to:
Jason Tran, P.E.
Associate Engineer
Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621

Submitted by:
RKA Consulting Group
398 Lemon Creek Drive, Suite E
Walnut, CA 91789
www.rkagroup.com
(909) 594-9702

RKA Consulting Group

RKA CONSULTING GROUP

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01 Cover Letter

RKA CONSULTING GROUP
398 Lemon Creek Drive, Suite E
Walnut, California 91789
www.rkagroup.com
office: (909) 594-9702 | Fax: (909) 594-2658

August 28, 2025

Jason Tran, P.E., Associate Engineer
Public Works Department
City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621

Re: Proposal for the Valley View Street Rehabilitation Project (From South City Limits to North City Limits) – Plans, Specifications, and Estimate

Dear Jason,

RKA Consulting Group (RKA) is pleased to submit our proposal to provide professional engineering services for the City of Buena Park's Valley View Street Rehabilitation Project. We confidently designate Cesar Ortiz, P.E., T.E., QSD, as the Primary Representative and Project Manager who will be responsible for all technical services and the day-to-day management of the project. Cesar's direct experience as a former engineer with the City of Buena Park provides our team with an unparalleled understanding of the City's standards, practices, and strategic objectives, ensuring a seamless partnership from day one. Should the need arise, Michael Lee, P.E., QSD, will serve as the Alternative Representative, subject to City approval.

As Principal-in-Charge, I, Cody Howing, P.E., QSD, am authorized to negotiate and execute any contracts on behalf of the firm. I will also provide ongoing quality oversight and strategic advisement throughout the project to ensure we meet and exceed the City's expectations. I am committed to maintaining a strong relationship with the City and can be reached at chowing@rkagroup.com or (909) 594-9702 for any coordination or project-related discussions.

A Partner Invested in Buena Park's Vision. We understand the significance of this project, not only as a key rehabilitation effort for a Principal and Major Arterial, but also as a strategic opportunity to advance the City's vision for a safer, more connected, and multimodal community. Our approach aligns with the goals outlined in the Complete Streets Master Plan and is informed by a true understanding of Buena Park's unique priorities, including the General Plan and City Standard Plans.

Proven Expertise and Proactive Management. RKA recognizes that successful project delivery depends on complex coordination efforts. We outline a proactive strategy to navigate collaboration with Caltrans, Union Pacific Railroad, and adjacent municipalities. Our approach is designed to deliver long-term value for the City by integrating a comprehensive geotechnical investigation and exploring innovative pavement design solutions, including pulverization. This ensures a durable, high-performance roadway that aligns with the City's asset management objectives and maximizes service life.

Our team has carefully reviewed all requirements outlined in the RFP, including the draft Professional Services Agreement, and we confirm our ability and willingness to comply with all terms and conditions. We are prepared to meet the project schedule and deliver a final PS&E package that exceeds the City's expectations.

RKA Consulting Group is eager to partner with the City of Buena Park on this important project. Thank you for your consideration.

Sincerely,

RKA Consulting Group

Cody Howing, P.E., QSD
Principal-in-Charge/Owner/Director of Engineering
chowing@rkagroup.com | Direct: (909) 532-5031

02 Company Profile

RKA CONSULTING GROUP

About Us

Founded in 1981, RKA Consulting Group (RKA), is a California- based multidisciplinary civil engineering and municipal services firm. We have proudly provided services to more than 65 cities and public agencies throughout southern California. With 40 professionals on staff, we specialize in street rehabilitation, transportation engineering, capital improvement, traffic design, storm-water, municipal infrastructure, and construction management. Additionally, RKA provides comprehensive Building & Safety services, including plan check, permit review, and building inspection, serving as an extension of municipal staff.

With decades of experience, RKA brings proven expertise in supporting local agencies through a wide range of projects, demonstrating our adaptability and commitment to excellence. A few of our clients include cities of Covina, Norco, La Verne, Duarte, and Walnut. Our team is known for managing fast-faced, multi-project environments while maintaining regulatory compliance, budget discipline, and community trust.

We have experience partnering with Buena Park and will be ready to move forward quickly, as we already understand the City's processes, preferences, and standards. Our team is committed to working together with the City to bring engineering principles to life by enhancing infrastructure, improving public safety and supporting accessibility and mobility throughout the community.

Core Services

We specialize in a wide range of municipal civil engineering services, including:

- City Engineering
- Capital Improvement Projects
- Roadway Design & Rehabilitation
- ADA Compliance & Accessibility Improvements
- Plans, Specifications, & Estimates (PS&E)
- Traffic Engineering & Signal Improvements
- Water, Storm Drain, Sewer Infrastructure
- Utility Coordination
- Plan Check, Permitting & Construction Support
- Land Development
- Regulatory Compliance
- Federally Funded Project Management
- Building & Plan Check Services

Firm at a Glance

- Legal Name: RKA Consulting Group
- Headquarters: 398 Lemon Creek Drive, Suite E, Walnut, CA, 91789
- Contact: (909) 594-9702
- Website: www.rkagroup.com
- Founded: 1981
- Employees: 40
- Cities Served: 65+
- Certified CA Corp. License: #C1155995
- Small Business License: #53690

Ownership & Leadership

RKA is owned and led by three principals, David Gilbertson, P.E., T.E., P.L.S. (President), Cody Howing, P.E., QSD (Director of Engineering), and Raymond Tao, P.E. (Director of Building and Safety), who remain actively involved in day-to-day project oversight. They collectively bring decades of expertise and experience serving municipal clients, remaining accessible, and committed to setting high standards across every project.

RKA Mission

RKA's mission is to exceed client expectations by delivering reliable, high-quality, and cost-effective solutions rooted in technical expertise.

RKA Core Values

- Quality and Integrity
- Client-Focused Services
- Innovation and Sustainability
- Collaborative Partnerships

Our Commitment to Excellence

We are dedicated to exceptional customer service and responsiveness, ensuring the City's needs are met through clear communication, timely action, and customized solutions for each project. As a smaller, locally rooted firm, we work respectfully and collaboratively with City staff, residents, and stakeholders, bringing a solutions- oriented approach that builds trust and fosters strong relationships. We manage projects with professionalism, proactive communication, and genuine care for the communities we serve.

03 Project Understanding and Approach

Project Understanding

Existing Conditions

The project corridor extends along Valley View Street from Lincoln Avenue (southerly city limits) to Artesia Boulevard (northerly city limits), encompassing approximately 2.85 miles of roadway. Valley View Street is classified as a Principal Arterial from southern city limits to SR-91 and as a Major Arterial Highway from SR-91 to the northerly city limits per the City's General Plan. Valley View Street is a designated truck route and supports moderate-to-heavy truck traffic volumes between the SR-91 and northerly city limits. Portions of Valley View Street reside within the City of Cerritos (LA County) and City of La Palma.

Buena Park's 2010 General Plan update EIR identifies existing and future buildout peak hour Level of Service (LOS) for each intersection along Valley View Street. They also recommend improvements that would help improve the LOS to acceptable levels at buildout. Below are the recommended improvements from the General Plan and RKA's recommendation based on initial review.

Valley View Street and Artesia Boulevard: The addition of a second northbound left-turn lane; and the addition of an exclusive southbound right-turn lane would improve the intersection operation to an acceptable Level of Service in both peak hours.

RKA Analysis: Existing right of way is 110 feet and each lane is currently 10' to 11' wide. To accommodate the proposed northbound left-turn lane and southbound right-turn-only lane, right-of-way acquisition would be required. While this improvement is technically feasible, the associated costs are expected to be substantial, which may impact the overall viability of this option.

Valley View Street and Orangethorpe Avenue: The addition of a fourth northbound through lane; the addition of an exclusive northbound right-turn lane with overlap phasing; the addition of an exclusive westbound right-turn lane and right-turn overlap phasing; and a fourth southbound through lane would improve the intersection operation to an acceptable Level of Service in both peak hours.

RKA Analysis: The existing right- of-way is 120 feet, with each lane ranging between 10 feet and 12 feet in width. The current parkway and sidewalk occupy approximately 8 feet wide. Reducing lanes widths or the parkway is not recommended due to design standards and potential impacts on safety and accessibility. If an additional southbound through lane is added, it would require us to extend the southbound lane within Caltrans' right- of- way across the SR-91 freeway. Additionally, right-of-way acquisition would be required for the addition of another lane in each direction. These improvements would involve coordination with Caltrans and could result in significant costs and logistical challenges.

Valley View Street and La Palma Avenue: The addition of a second westbound left-turn lane would improve the intersection operation to an acceptable Level of Service in both peak hours.

RKA Analysis: Valley View Street, south of La Palma Avenue, currently has a curb-to-curb width of 94 feet, which can accommodate up to eight travel lanes. At present, there are only seven lanes, leaving sufficient space to add a second westbound left turn lane. However, this would require traffic signal modifications and realignment of existing median. TThese intersection improvements are excluded from the scope of this proposal but can be provided at the City's request for an additional scope and fee.

Valley View Street and Crescent Avenue: The addition of an exclusive westbound right turn lane would improve the intersection operation to an acceptable Level of Service in both peak hours.

RKA Analysis: Existing street width is 84 feet from curb to curb. There are currently seven travel lanes north of Crescent Avenue. Right -of-way acquisition would not be required due to existing frontage roads on each side of Valley View Street. However, a widening of the road would be required to be able to add an additional right turn lane. Given the width of existing landscaped medians between Valley View Street and the frontage roads and the presence of utility poles within those medians, a street widening would be challenging and costly.

Valley View Street and Lincoln Avenue: The conversion of the southbound through / left turn lane to a through lane; the addition of an exclusive southbound right-turn lane and through lane; and the conversion of the westbound, eastbound, and northbound right turn lane to a shared through/right-turn lane would improve the intersection operation to an acceptable Level of Service in both peak hours.

RKA Analysis: Converting the existing northbound right turn only lane to a shared through/right turn lane is possible with the widening of the east side of Valley View Street north of Lincoln Avenue. Given the parkway/sidewalk width is 12 feet side, this is possible. The conversion of existing southbound left turn lane to a through lane would be possible if we convert the existing westbound right turn lane/through lane to a right turn only lane. There is only enough space to accommodate 3 southbound through movements. Modifications to the traffic signal operations would be required. These intersection improvements are excluded from the scope of this proposal but can be provided at the City's request for an additional scope and fee.

Project Key Elements

Pavement Rehabilitation

RKA performed a preproposal site visit to note the existing pavement conditions along the project Corridor. Various forms of pavement distress/failure including alligator and longitudinal/transverse cracking, raveling/surface disintegration, and weathering were noted. (Pictured below)



RKA understands that the primary objective of this project is to develop a pavement rehabilitation design that restores structural integrity, enhances rider quality, and extends pavement life, all while remaining within the City's defined construction budget. Recognizing that pavement conditions vary along the corridor, a uniform rehabilitation treatment may not be the most cost-effective or technically appropriate solution. To address this, our team will conduct a rough order of magnitude (ROM) cost analysis and present three targeted rehabilitation alternatives tailored to the distress levels and budgetary constraints.

In support of the pavement rehabilitation design, Sladden Engineering will perform a geotechnical investigation, including 30 pavement core samples across the corridor to evaluate existing structural section performance, subgrade conditions and material properties. The investigation will result in a report with three rehabilitation alternatives, incorporating a Traffic Index (TI), R-Value testing, and a cost-benefit comparison for each option.

In collaboration with City staff and the findings from the ROM analysis and geotechnical report, the appropriate treatment will be taken into final design that balances performance, cost, and constructability.

Concrete Improvements

Once the appropriate pavement treatment option has been selected, RKA will complete a comprehensive field walk to identify deficient concrete sidewalk, curb and gutters, curb ramps and cross gutters to include in the scope as the remaining budget permits. Our primary objective is to improve pedestrian safety and accessibility. We will upgrade non-compliant facilities to meet ADA compliance, ensuring access for all users. Additionally, we will focus on eliminating any tripping hazards and other safety concerns that may be a potential risk to the public.

By integrating these improvements into our pavement rehabilitation efforts, we will accomplish two key objectives: extend the life of the roadway and contribute to a safer, more inclusive community.

RKA will also make note of any locations with standing water (pictured below), particularly within the gutter and use the topographic survey to determine if water flow can be improved with removal and replacement of the existing curb and gutters. Although not all driveways can be replaced, RKA will make note of any driveways in bad condition and recommend for replacement as the budget allows.



Signing and Striping Design

Existing striping along Valley View streets is very faded in some sections and can be a hazard to motorists. Rehabilitation of the pavement offers an ideal opportunity to modernize striping and signage throughout the corridor. A new signing and striping plan will be developed in accordance with the latest MUTCD standards and visibility enhancements. Key notes to consider:

- Thermoplastic striping should be installed instead of regular paint which fades a lot faster.
- Red curb along Valley View can be refreshed and repainted.
- There is an existing Class II bike lane on the west side of Valley View Street from Thelma Avenue and La Palma Avenue which resides within City of La Palma right-of-way. This bike lane (picture right), does not connect to any other bike lane segments to the north nor the south. There is likely not enough right-of-way to incorporate a bike lanes along Valley View Street within Buena Park city limits.
- Valley View Street south of the SR-91 freeway, has many schools in the near vicinity. If desired, high visibility crosswalks can be implemented to improve safety at pedestrian crossings near schools.

Pedestrian Facilities & ADA Compliance

A preliminary field review has identified numerous ADA compliance deficiencies along Valley View Street, which will be addressed as part of this project. Observed issues include:

- Non-compliant ramp at NE corner of Crescent Avenue.
- Missing curb ramp at NW corner of Fresca Drive.
- Numerous non-compliant driveways throughout the corridor. Although the City does not have an obligation to upgrade these, the existing 8’ wide sidewalks can accommodate ADA compliant driveways without needing additional R/W. These can be added to the project as the budget allows.
- There is a roughly 1,080’ sidewalk gap along the west side of Valley View Street between Fresca Drive and 183rd Street. If considered, the new sidewalk would need to cross a railroad track and flood control channel making It difficult to incorporate. Nonetheless, RKA will evaluate the feasibility and consider options for continuity of the sidewalk at the City’s request.
- All existing sidewalk facilities will be reviewed in detail for condition. Any deficient segments will be identified for removal and reconstruction or grinding in accordance with current ADA standards, City of Buena Park criteria, and the Greenbook standard plans.



Traffic Control Plans (TCP)

RKA will assess existing traffic patterns and identify any potential impacts to vehicular, pedestrian and bicycle movements during construction activities. We will develop detailed traffic control plans showing the required signage, pavement markings, channelizing devices and detour routes to ensure public safety and minimize disruption during construction. Traffic control plans will be signed by Cesar Ortiz, PE, TE, QSD, a licensed Civil and Traffic Engineer with the State of California. Prior to his final signature, the plans will be reviewed by RKA President, David Gilbertson, PE, TE, PLS for quality assurance and control.

Third-Party Agency Coordination

- RKA understands the successful delivery of this project requires proactive coordination with these key stakeholders listed below. RKA assumes the City of Buena Park will serve as the lead agency, and RKA will support inter-agency collaboration to ensure all Agencies Having Jurisdiction (AHJ) design expectations are met. If either City would like to incorporate their portion of the road for rehabilitation through this project, RKA can distribute the costs just within their jurisdiction to facilitate a cooperative agreement.
- **City of La Palma** – Two small segments of Valley View Street between 183rd and Orangethorpe Avenue and between Thelma Avenue and Priest Drive are within City of La Palma's jurisdiction.
- **City of Cerritos** – The western half of Valley View Street between 183rd Street and Artesia Boulevard is within the City of Cerritos.
- **Caltrans** – Valley View Steet crosses over the SR-91 freeway. The City has a maintenance agreement with Caltrans that stipulates that the City of Buena Park shall maintain pavement surface and all other traffic facilities above the deck. RKA anticipates an encroachment permit will be required for the review of traffic control plans and we will lead the communication efforts for the approval of plans and issuance of permit. RKA assumes that any fees associated with this encroachment permit shall be paid by the City.
- **Rail & Flood Control Agencies** – The project segment of Valley View Street includes a rail crossing (UPRR) and an overcrossing structure that spans the Coyote Creek Channel (LACFCD & OCFCD).
- RKA recommends extending the pavement rehabilitation up to conform with the existing rail infrastructure and across the overcrossing structure to ensure a complete finished product within the project limits. This will trigger a formal review and approval process with both UPRR and OCFCD. RKA will lead this effort, including preparation of submittals, communication with agency staff, and identification of any permits or construction-phase requirements necessary to secure approval for the proposed work.
  - *Note:* The review and approval process with these agencies can take months and can potentially delay the start of construction. RKA will start coordination efforts early to minimize the delay after completion of the 100% PS&E.

Scope of Work

RKA applies a collaborative, efficient, and quality-focused approach to civil engineering design. Our approach includes early alignment with City staff, active communication throughout, and clear accountability for schedules, budgets, deliverables, and coordination with all stakeholders. Our Quality Assurance and Quality Control measures are noted as QA/QC in each task.

Our approach to the scope of work is outlined within this section and highlighted in detail in the Project Understanding. RKA brings over four decades of municipal experience and experience with many complete street rehabilitation projects. We shared the project analysis, including opportunities and constraints and upon award, will discuss our recommendations to support the City's goals and objectives for this project.

The below outline presents the scope of work, our response and task deliverables, defined in the RFP.

Task 1— Project Management and Coordination

- RKA will keep open and consistent communication with City staff, via telephone and email, to efficiently support the project. We will address any questions, suggestions, concerns, etc at any given time and connect by telephone and/or email throughout the duration of this project.

A. Project Management —Meetings

- Prior to any work commencing, RKA will review the entire project scope to be completely familiar with the project. This will ensure that all of the policies and procedures are in place as required by the City.
- We will facilitate a project kick off meeting with City staff to review the work program and schedule, identify critical milestones, and determine appropriate paths of communication.
- Meeting minutes will be taken for all design meetings and shared with City staff within 3 days to ensure alignment and visibility.
- A baseline schedule will be provided and periodic meetings, virtual or in-person, will be held bi-weekly to discuss progress and any concerns.
- QA/QC: We will ensure all meeting agendas, minutes, and action items are clearly documented, reviewed and distributed timely.

B. Project Coordination

RKA will coordinate major design requests and changes with the City, neighboring Cities, agencies, and other constituents that may provide design input, suggestions, or restrictions for the project.

- At the early stages of the design process, RKA will coordinate the integration of any City standards and policies to the project construction scope.
- In this section, we outline the value and collaboration we will bring for all third-party agencies and will be a critical communicator on behalf of the City of Buena Park.
- All stages of PS&E drafts submittals will support the City and La Mirada, Cerritos, La Palma, Cypress, Caltrans, Union Pacific Railroad Company, and any other involved agencies, review process to allow sufficient time for comments and changes.

We are committed to being a responsive and collaborative partner to the City, providing sufficient time and support for plan reviews, open dialogue, and alignment on feedback to ensure project success.

Task 1 Deliverables:

- Schedule of work- updated biweekly
- Meeting minutes for all design meetings
- At least two (2) 1 hour in person project development meetings with various City staff.

Task 2— Plans, Specifications, and Estimate

RKA will deliver all necessary professional services, including engineering, and office engineering for the preparation of project Plans, Specifications and Estimates (PS &E) for this project, outlined in the RFP.

- *Over the years, we have built a strong track record of delivering PS&E services to numerous cities, including La Mirada, Stanton, Walnut, La Verne, Norco, and Covina.*

Task 2 Deliverables:

- List of standard and non-standard design features
- 60% design drawings (Plans & Profiles) and estimate
- 90% design drawings (Plan & Profiles), specifications, and estimate
- 100% contract drawings (Plan & Profiles), specifications, estimate (bid set), and all associated CAD files

Task 3 — Geotechnical Report

In support of the pavement rehabilitation design, we will partner with geotechnical subconsultant, Sladden Engineering. We highlight Sladden Engineering and Brett Anderson, PE who will lead these efforts, in Section 4. They will perform a geotechnical investigation, including:

- Coring the existing pavement to determine surfacing, base thickness, and sub-grade soil conditions. Necessary laboratory work, including "R" value testing, must be performed to formulate recommendation for remedial work. A traffic index value of 5 shall be used for a local street, 6 for a collector and alleys, and 4.5 for cul-de-sacs. The feasibility of pulverization as an alternative option should be considered for removal and replacement for this project.
- A minimum of fifteen (15) core samples within the northbound lanes and fifteen (15) core samples within southbound drive lanes shall be collected.

Task 3 Deliverables:

- In collaboration with City staff and the findings from the ROM analysis and geotechnical report, the appropriate treatment will be taken into final design that balances performance, cost, and constructability.

Task 4 — Survey

As a critical task for the project design, RKA will partner with subconsultant, Bob Kelsoe, PLS with Kelsoe & Associates (see Section 4- Project Team) to develop a topographic survey of the existing conditions. Coordinated by RKA, the survey efforts will include at minimum, the following:

- All existing sidewalk, curb ramps, cross gutters, spandrels, drive approaches, utility boxes, manholes, valves, power poles, traffic signals, cabinets, fire hydrants, trees, signing and striping along with any other visible features within the right-of-way. At intersections, include survey for a minimum of 10' beyond existing curb radius. Survey will include enough record survey control monuments to accurately map the right-of-way in the project location per available county record maps.
- Inventory and verification of existing survey monuments within project limits.
- QA/QC: RKA will coordinate with subconsultant and review their schedule for consistency with the project schedule and integrate updates as needed.

Task 4 Deliverables:

- Topographic survey at 25-foot intervals including, but not limited to CL, EG, TC, FL, and BW for the project site.
- All necessary survey points for new roadway features - if applicable.

Task 5 — Permitting and Regulations

RKA will lead the efforts to develop and manage the approval process for all required project plans, including all relevant agencies and stakeholders to support the success of the project.

We will comply with all applicable laws, rules, and regulations related to encroachment permitting.

We bring extensive experience in encroachment permitting and regulatory compliance, particularly with agencies like Caltrans, to ensure project success. We are committed to applying proven best practices to support coordination throughout development and permitting, which will help us best prepare for the construction phase.

Task 5 Deliverables:

- Obtain all necessary permits from Caltrans.
- Obtain all necessary permits from Union Pacific Railroad.

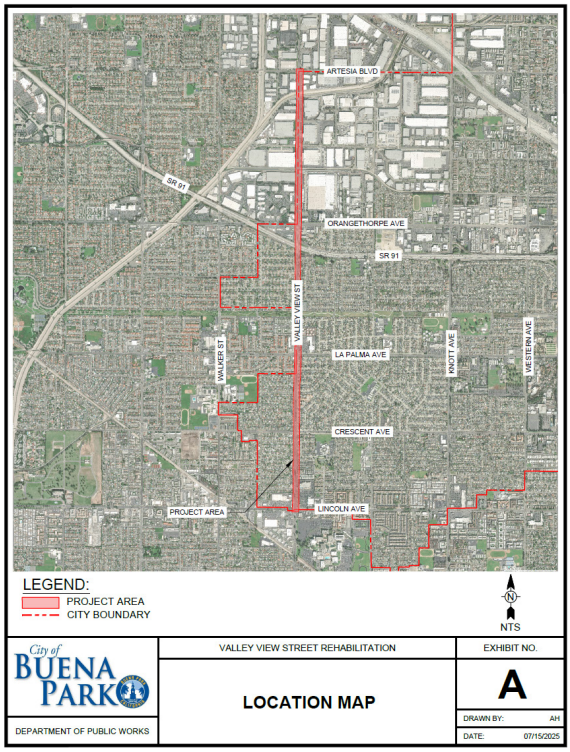
Task 6 — Schedule

RKA will prepare a detailed proposed Schedule, referenced in Section 6, to show projected times and milestones for each task.

We will remain in consistent communication with the City and adjust as needed to align with the City's desires to meet the following milestones (tentative):

- Award Professional Services Agreement — September 2025
- Geotechnical Report — October 2025
- 60 % PS&E Submittal — February 2026
- 90% PS& E Submittal — March 2026
- 100% Final Contract PS&E (Bid Set) — April 2026

- QA/QC:
  - Progress monitoring- we will conduct regular schedule reviews to track actual progress against planned timelines and identify potential delays early.
  - Milestone validation- we will ensure key milestones are clearly defined, achievable, and aligned with City goals and contractual obligations.



04 Project Team and Resumes

Project Team

The following team members, are committed as the primary team to support the City of Buena Park for the Valley View Street Rehabilitation project. We partner closely with trusted subconsultants, outlined below, to support specialty services required for project specific needs. Resumes for key personnel are included in this proposal; additional resumes for supporting team members can be provided upon request.

CITY OF BUENA PARK

Jason Tran, PE, Associate Engineer

PRINCIPALS-IN-CHARGE

Key Personnel

Cody Howing, PE, QSD

David Gilbertson, PE, TE, PLS

PROJECT MANAGERS

Key Personnel

Cesar Ortiz, PE, TE, QSD

Alternate:
Michael Lee, PE, QSD

QUALITY CONTROL

Key Personnel

Bobby Lin, PE, QSD

ASSISTANT ENGINEERS

Juan Salazar, PE
Andrea Hernadez, EIT
Diego Diego, EIT
Samuel Kala, EIT
Javier Avila Valle, EIT
Saul Gonzalez

Kelsoe & Associates
Land Survey Subsconsultant

Contact Information: Robert Kelsoe, President
(951) 736-0755 | bobk@team-kelsoe.com

Kelsoe & Associates, is a full-service land surveying firm serving private and public sector clients throughout the Western United States with licenses in California, Nevada, and Utah. Founded in 1994, their team provide comprehensive surveying services with approximately 25 professionals and 8 survey crews dedicated to meet the needs of clients.

Services include: Boundary surveys, topographic surveys, as-built surveys, construction staking/layout, research and analysis, construction planning, preparing maps, aerial topographic surveys

Sladden Engineering
Geotecnhical Subsconsultant

Contact Information: Brett Anderson, President
(714) 523-0952 | banderson@sladdenengineering.com

Sladden Engineering, is a full-service geotechnical engineering firm, founded in 1959, serving private and public sector clients throughout Southern California. They assist governmental agencies, developers, construction managers with a wide spectrum of civil engineering services.

Services include: Pavement coring, subgrade soil investigation, laboratory testing, report preparation

David Gilbertson, P.E., T.E., P.L.S.

President and Principal-in-Charge

Qualifications

39+
Years of Experience

B.S.C.E. California State Polytechnic University, Pomona , CA

P.E. - Registered Civil Engineer, CA RCE 46624

T.E. - Traffic Engineer, CA TE2365

P.L.S. - Professional Land Surveyor, CA 6941

Specialized Disciplines: Traffic Signal Design, Traffic Operations & Data Analysis, Land Development, Grading and Drainage System Design, Infrastructure Design, Roadway Improvements, ADA Compliance, Right-of-Way Engineering, City Engineering, Capital Improvement Program Management, City Surveyor, Quality Control, Assessment Districts Engineering

Professional Summary

David Gilbertson, P.E., T.E., P.L.S., is a seasoned professional engineer, traffic engineer, and licensed land surveyor with over 39 years of experience in municipal engineering and Capital Improvement Program (CIP) management. As President and Principal at RKA Consulting Group, Dave leads the project team, prioritizing quality control and strategic advice to guarantee project success. Dave brings a valued combination of technical expertise, leadership, and a practical, solutions-focused approach to infrastructure projects. He delivers consistently ensuring client satisfaction, community safety, and high standards of quality and performance. Dave currently holds leadership roles such as City Engineer, City Surveyor and Traffic Engineer for several Southern California cities, including Bradbury, Norco, San Dimas and Walnut. Additionally, his expertise includes roadway improvements, traffic signal design, grading, land development, assessment districts and managing capital budgets.

Experience

- City and Traffic Engineer, City of Walnut: Responsible for the City's Capital Improvement Program, which includes the design and implementation of all capital projects. Supervises the review and plan checking of all subdivisions and development projects. Responsible for the analysis and implementation of traffic systems, signal timing, and roadway improvements to enhance public safety and optimize traffic flow. Serves as the primary point of contact and liaison for city staff and project stakeholders.
- City Engineer, Cities of Bradbury, Norco, San Dimas: Leads the design and management of all Capital Improvement Programs, conducts surveys and data analysis for planning and construction of projects, and directs the review and plan checking of subdivisions and development projects. As City Engineer, serves as technical advisor to city leadership, attends council and public meetings, and takes a proactive approach to addressing resident concerns.
- Contract Engineer, City of Covina: Provides development review and plan checking services for subdivisions and private development projects in the City of Covina, ensuring compliance with municipal codes and regulations.
- La Puente Road Rehabilitation Project, City of Walnut: Led citywide street rehabilitation project with direct oversight of specifications, plans, and cost estimate. As part of the City's Pavement Management Program (PMS), this project consisted of 1 mile of mill and overlay improvements including concrete improvements, signing and striping, and traffic loop replacements.

Cody Howing, P.E., QSD

Director of Engineering and Principal-in-Charge

Qualifications

18+
Years of Experience

B.S.C.E. California State Polytechnic University, Pomona , CA

REA - Caltrans Resident Engineer Academy Cert. of Completion

P.E. - Registered Civil Engineer, CA RCE 86054

QSD - Qualified SWPPP Developer, CA C86054

Specialized Disciplines: Roadway Improvements, Right-of-Way Engineering, ADA Compliance, Infrastructure Design, Federal and State Funding Compliance, NPDES Compliance & Storm-water Management, Grading and Drainage System Design, Right-of-Way Engineering, City Engineering, Capital Improvement Program Management, Construction Management, Quality Control, Assessment Districts Engineering

Professional Summary

Cody Howing, P.E., QSD, is a licensed civil engineer with over 18 years of experience in municipal engineering, Capital Improvement Program (CIP) management, NPDES compliance and storm-water management. As Director of Engineering and Principal at RKA Consulting Group, Cody manages the team, advises on project strategies, and provides guidance to ensure the successful delivery of all projects. Cody currently holds leadership roles as City Engineer for the cities of Duarte and La Verne, managing capital budgets, infrastructure design, construction, assessment districts and development reviews. Additionally, his expertise includes roadway improvements, traffic signal design, grading, and land development. Cody brings an extensive background in federal and state funding compliance, effectively managing project scopes to meet regulatory requirements. Cody is a trusted partner and experienced resource for developing and implementing infrastructure solutions to support city goals, surpass community expectations and adhere to all regulatory standards.

Experience

- City Engineer, Cites of Duarte and La Verne: Responsible for the City's Capital Improvement Program (CIP), including the design, infrastructure planning, budgeting, and implementation of all capital projects. Responsible for coordination with developers, reviews plans for municipal compliance, and serves as the primary point of contact and liaison for stakeholders and staff. As City Engineer, he serves as technical advisor to city leadership, attends council and public meetings, and takes a proactive approach to addressing resident concerns.
- Garfield Avenue Water and Street Improvement Project, City of South Pasadena: Responsible for construction management and public works inspection for water main replacement, pavement resurfacing, and ADA curb ramp upgrades. Implemented fusible PVC pip slip-lining into riveted steel pipes and restored curb, gutter, and sidewalks impacted by tree root systems. Worked collaboratively to support the city in enhancing streets and improving sidewalk safety, benefiting both residents and visitors.
- Major Street Rehabilitation, City of Pomona: Managed comprehensive street rehabilitation including pavement overlays, cold central plant recycling, median construction, landscaping, and infiltration trench installation. Coordinated with partners such as Caltrans, SCRAA, and local businesses, with a focused approach to residents to ensure smooth project execution and satisfaction.

Cesar Ortiz, P.E., T.E., QSD

Engineering Manager

Qualifications

10+
Years of Experience

B.S.C.E. California State Polytechnic University, Pomona , CA

P.E. - Registered Civil Engineer, CA -RCE 92742

T.E. - Traffic Engineer, CA, TE- 3131

QSD - Qualified SWPPP Developer, CA C92742

Certifications: Water Treatment Operator (T2 45748), Water Distribution Operator (D3 56149)

Specialized Disciplines: Active Transportation Design, ADA Compliance, City Engineering, Land Development, Traffic Engineering, Plans, Specifications & Estimate (PS&E), Construction Management, Sewer Design, Quality Control

Professional Summary

Cesar Ortiz, P.E., T.E., QSD, has over 10 years of experience in civil engineering, managing public infrastructure design projects throughout Southern California. As Engineering Manager at RKA, he has led a wide range of roadway improvement efforts, including pavement rehabilitation, signing and striping improvements, ADA compliance upgrades, and intersection enhancements. Cesar's expertise spans to storm drain systems, water and sewer infrastructure, grading design, and traffic signal enhancements including traffic control design.

Previously, as Principal Engineer for the City of Buena Park, Cesar managed the City's Capital Improvement Program (CIP). Currently, Cesar serves as the Deputy City Engineer for the City of Baldwin Park, with primary focus on land development and City engineering services. Serving as a key resource for quality assurance and control, Cesar provides technical advisement and strategic direction to address project challenges, implement best practices and guide subconsultants, with a focus on aligning outcomes with the City's goals and ensuring project success.

Experience

- Deputy City Engineer, City of Baldwin Park: Contract Deputy City Engineer, supervising all land development review, issues grading permits, and administering subdivision reviews to ensure compliance and smooth coordination between multiple stakeholders including developers, planning, building and public works departments. Attends the City Council meetings and provides reporting and analysis to management.
- Garey Avenue Rehabilitation Project, City of Pomona: Provided strategic direction for the design of over two miles of roadway construction including median improvements, lighting upgrades, the rehabilitation of 8 traffic signals and the implementation of a Class II bike lanes. Collaborated with Caltrans to manage and coordinate improvements within the designated right-of-way, contributing to the effective management of a key intersection segment.
- B Street Rehabilitation Project, City of La Verne: Managed PS&E for this project which included the demolition of existing infrastructure and the construction of new sidewalks, intersection bulb-outs, and ADA-compliant curb ramps, enhancing both pedestrian safety and accessibility. Partnered closely with the City and other agencies to support each phase of the project, including the installation of new curbs and gutters, fresh asphalt pavement, and thoughtfully designed landscaping.

Awards

APWA: 2024- Southern California Chapter - Emerging Leader of the Year
ASCE: 2025 - Orange County Chapter- Civil Engineer of the Year, Private Sector
ASCE: 2025- MLAB Chapter- Outstanding Civil Engineer in Private Sector

Michael Lee, P.E., QSD

Municipal Services Manager

Qualifications

13+
Years of Experience

B.S.C.E. California State Polytechnic University, Pomona , CA

P.E. - Registered Civil Engineer, CA -RCE 90601

QSD - Qualified SWPPP Developer, CA C90601

Certifications: REA- Caltrans Resident Engineer Academy Cert. of Completion

Specialized Disciplines: Municipal Infrastructure Design & Management, Complete Streets & Multimodal Design, Right-of-Way Acquisition, Sewer and Storm Drain, PS&E Development, Construction Management, Community Outreach & Stakeholder Communication, Regulatory and Grant Management

Professional Summary

Michael Lee, P.E., QSD, is a licensed civil engineer with over 13 years of expertise in municipal infrastructure projects. Michael leads design development, plan preparation, and cost estimating for many of our city clients, while also providing in-office hours several times a week to closely partner with municipal staff. His portfolio includes large-scale, complex projects such as street rehabilitation, bicycle lane enhancements, and pedestrian crossing improvements and most recently, roundabouts.

Known for his proactive, solutions-focused approach, Michael delivers strategic, cost-effective design solutions to challenging conditions, including utility conflicts and traffic signal integration, ensuring project goals are met without compromising efficiency or safety. He brings specialized expertise in federal and state compliance, including Caltrans LAPM processes, HSIP programs, labor compliance, and grant management, positioning him as a trusted partner in achieving regulatory alignment and maximizing funding opportunities. Michael's diverse background and collaborative style make him a valuable asset in delivering infrastructure improvements that enhance mobility, safety, and community quality of life.

Experience

- Complete Streets, Major Street 2015 Metro Call Project, City of Pomona: APWA Project of the Year (2022): Managed the $9.9M "Complete Street" project, including paving restoration, pedestrian improvements, and a bi-directional Class IV cycle track with bike-only signals. The project featured the full reconstruction of Valley Boulevard using sustainable Full Depth Reclamation (FDR). Coordinated with Caltrans and Cal Poly Pomona, managed change orders within limits, and ensured successful grant reimbursement.
- District 4 And 5 Rehabilitation Project, City of Pomona: Served as Project Manager and led coordination for all federal compliance with federal construction authorization and CEQA/NEPA environmental clearances. Managed the design for concrete repair, asphalt overlay, and right-of-way clearances to ensure timely completion of critical rehabilitation efforts.
- Duarte Active Transportation Safety Project, City of Duarte: Led project management to ensure federal funding compliance, collaborating with several agencies including Caltrans and the California Transportation Commission (CTC). The project included sidewalk improvements and striping upgrades with new bike lanes to enhance pedestrian and cyclist safety.
- Mt. Olive Lane Sewer Project, City of Bradbury: Administered the design and construction management for the extension of public sewer on Mt. Olive Lane using HDD and trenchless techniques to minimize surface disruptions. This project also included creating a sewer reimbursement district for the City. Led the design and supported public outreach meetings, utility coordination, stakeholder communication, bidding, and construction management.

Bobby Lin, P.E., QSD

Senior Project Manager

Qualifications

15+
Years of Experience

B.S.C.E. University of California Irvine, CA

P.E. - Registered Civil Engineer, CA -RCE 85563

QSD - Qualified SWPPP Developer, CA C85563

Specialized Disciplines: Roadway Rehabilitation, Active Transportation Design, ADA compliance & Accessibility Improvements, Utility Coordination, Construction Support, Project Management, Quality Control

Professional Summary

Bobby Lin, P.E., QSD, is a seasoned Civil Engineer with over 15 years of experience managing public infrastructure design projects throughout Southern California. As a Project Manager, he has led a wide range of roadway improvement efforts, including pavement rehabilitation, pedestrian facility design, ADA compliance upgrades, and intersection enhancements. He possesses a deep understanding of municipal design standards and is highly proficient in the application of Greenbook specifications.

Recognized for his technical expertise and collaborative leadership style, Bobby fosters trusted relationships with agency staff, stakeholders, and multidisciplinary design teams. His commitment to responsive communication and efficient project delivery has consistently resulted in cost-effective solutions that align with client goals and community needs. His leadership continues to drive the advancement of resilient and accessible public infrastructure.

Experience

- Commercial Street Improvements and Roadway Rehabilitation, City of Santa Fe Springs: Led the PS&E development for the rehabilitation of Shoemaker Avenue, Springdale Avenue, Wakeman Street, and John Street within a heavily trafficked commercial district. Oversaw the design and implementation of Full Depth Reclamation (FDR) as the pavement rehabilitation approach. The scope of work also included redesigning curb and gutter profiles to eliminate drainage deficiencies and reconstructing pedestrian facilities to meet current ADA standards.
- Chino Hills Parkway Pavement Rehabilitation, City of Chino Hills: Managed the PS&E development for the rehabilitation of approximately three miles of Chino Hills Parkway, a major arterial serving both the City of Chino Hills and the City of Chino. The project involved implementing pavement rehabilitation strategies including slurry seal and grind-and-overlay treatments. Additional improvements included ADA-compliant curb ramp design, updated signing, and striping plans. Bobby led coordination efforts between both jurisdictions to ensure seamless design integration and consistent standards across city boundaries.
- 2023-24 Annual Arterial Pavement Rehabilitation Project, City of Burbank: Directed the PS&E development for the rehabilitation of three major arterial roadways—Verdugo Avenue, Victory Boulevard, and Alameda Avenue—throughout the City of Burbank. The project implemented grind-and-overlay resurfacing to improve pavement condition across all corridors. Additional scope included ADA-compliant curb ramp design, pavement dig-outs, and removal and reconstruction of deteriorated sidewalks and driveways. Outdated striping was redesigned to current standards, improving vehicular guidance, safety, and functionality.

Juan Salazar P.E., QSD

Associate Engineer

7+ Years of Experience

Education
B.S.C.E. California State Polytechnic University, Pomona , CA

Licenses
P.E. - Registered Civil Engineer, CA RCE 96617
QSD- Qualified SWPPP Developer, CA C96617

Juan Salazar, P.E., QSD, is a licensed civil engineer with 7 years of experience in civil engineering projects, ranging from sewer infrastructure, roadway rehabilitation, ADA compliance improvements, water drainage systems and NPDES compliance. Juan brings comprehensive expertise in construction management, with a strong focus on building collaborative relationships with key stakeholders and contractors to ensure timely and accurate project execution. He works effectively across disciplines to develop detailed plans, specifications, and cost estimates, supporting successful project delivery from concept through completion. His strengths include utility and agency coordination, proactive field troubleshooting, and problem-solving to maintain compliance and resolve issues efficiently. He consistently applies a hands-on approach to quality control and has been a key contributor to the success of numerous client projects.

Experience

- Street Rehabilitation- District 4 and 5 City and Federal Project, City of Pomona: Acted as Project Manager and demonstrated expertise in navigating a complex $8.3 million project, including pavement rehabilitation, landscaped medians, ADA-compliant sidewalks and ramps, traffic signal upgrades, and street lighting. Managed cost solutions for the budget, timely deliverables, utility and agency coordination, design, public outreach, and quality control to support project success.
- Bradbury Road/Wild Rose Avenue Street Widening Project, City of Bradbury: Project manager responsible for the plans, specifications and estimate (PS&E) and construction management for the widening of Bradbury Road and Wild Rose Ave in the City of Bradbury. Design project management tasks included overseeing utility research and relocations, coordination with subconsultants for topographic survey, CEQA environmental analysis, geotechnical investigations and landscape/irrigation design. Lead the preparation of street improvement plans, which included street plan and profiles, retaining wall design, signing and striping. Partnered closely with the City management staff for all construction management activities, including review and processing of invoices, labor compliance, inspection coordination, answering RFIs and project closeout.

Andrea Hernandez, EIT

Assistant Engineer II

5+ Years of Experience

Education
B.S.C.E. California State Polytechnic University, Pomona , CA

Certification
EIT- Engineer-in-Training 181931

Andrea Hernandez, EIT has 5 years of experience in civil engineering, specializing in roadway design, including both local streets and Caltrans PS&E (Plans, Specifications & Estimates) deliverables. Proven ability to support complex infrastructure projects with a focus on utility mapping, conflict identification, and right-of-way resolution. Experienced in Active Transportation Program (ATP) projects, bike lane design, signing and striping plans, ADA compliance, pedestrian ramp improvements and transportation initiatives. Andrea is proficient with AutoCAD and strives to deliver high-quality, compliant, and community-focused engineering solutions.

Experience

- San Fernando Road Beautification Phase 1 & 2, City of Glendale —Completed at Mark Thomas: As Design Engineer, supported the scope of work to include the design of 20+ ramps to meet ADA compliance including driveways with sidewalk, cross gutters, and curb ramps.
- ATP Cycle- Vine Avenue and B Street Bike Boulevard, City of Ontario —Completed at Mark Thomas: As Design Engineer, supported the scope of work to include the design of 5 curb ramps to meet ADA compliance. Additionally, supported the PM with signing and striping redlines.

Diego Diego, EIT

Assistant Engineer

4+ Years of Experience

Education
B.S.C.E. California State Polytechnic University, Pomona , CA

Certification
EIT- Engineer-in-Training 180381

Diego Diego, EIT has 4 years of experience in civil engineering, actively supporting design efforts on a variety of infrastructure projects, including roadway improvements, street widening, water pipeline upgrades, and traffic signal installations. He brings advanced proficiency in AutoCAD, consistently producing high-quality design plans, specifications, and cost estimates. Diego's collaborative approach allows him to work effectively with stakeholders, utility providers such as Southern California Edison, and the management team to support redline reviews and coordinate utility and agency requirements. In the field, he conducts thorough investigations and supports permitting efforts, including Caltrans encroachment permits. His work is guided by a proactive, solutions-focused mindset that emphasizes cost-effective delivery and technical excellence.

Experience

- Covina Heights Water Line Improvement, City of Covina: Prepared the plans, specifications, and estimate (PS&E) for this water improvement infrastructure project. This project involved design, field investigations, as-builts, along with overcoming challenges with utilities coordination / relocation and required additional collaboration with agencies and stakeholders.
- Duarte Active Transportation Safety Project, City of Duarte: Prepared the plans, specifications, and estimate (PS&E) for this ATP project which included constructing new sidewalks, installing ADA-compliant curb ramps, upgrading signing and striping, and widening pathways. A major element was reconstructing the pedestrian and bicyclist connection corridor south of the 210 Freeway.
- Trotter Trail, City of Norco: Prepared the plans, specifications, and estimate (PS&E) for the street widening project. Partnered closely with management and City staff to support project deliverables and incorporate any feedback and adjustments from the City to support project goals and objectives.

Samuel Kala, EIT

Assistant Engineer

1+ Years of Experience

Education
B.S.C.E. California State Polytechnic University, Pomona , CA

Certification
EIT- Engineer-in-Training 184724

Samuela Kala, EIT is a recent civil engineering graduate with internship experience and growing proficiency in roadway design. He supports project managers with tasks including redlining, utility coordination, and design documentation. Samuel is proficient in AutoCAD and familiar with Caltrans standards. He works with various design projects including signage and striping improvements by analyzing existing conditions and proposing updated configurations, including signage placement and lane dimensioning, while ensuring compliance with applicable design guidelines.

Experience

- La Puente Road Pavement Rehabilitation, City of Walnut — Project in Progress: Supporting the Project Manager in developing driveway design and documenting existing site conditions. Contributed to signage and striping improvements by analyzing current layouts and proposing updated configurations aligned with Caltrans standards. Responsibilities included determining appropriate signage locations, lane dimensions, and ensuring compliance with roadway design guidelines.
- Valley View 5th to 6th, City of Norco —Project in Progress: Supporting the project manager ongoing for this street rehabilitation project. Contributed to signage and striping improvements by analyzing current layouts and proposing updated configurations aligned with Caltrans standards. Responsibilities included determining appropriate signage locations, lane dimensions, and ensuring compliance with roadway design guidelines.

Javier Valle Avila, EIT

Assistant Engineer

3+ Years of Experience

Education
B.S.C.E. California State Polytechnic University, Pomona , CA

Certification
EIT- Engineer-in-Training 180649

Javier Valle Avila, EIT has 3 years of experience in civil engineering, actively supporting design efforts on a variety of infrastructure projects, including storm drain improvements, street and roadway improvements, water pipeline upgrades, and environmental compliance. He is highly skilled in AutoCAD, consistently producing high-quality design plans, specifications, and cost estimates. Javier's collaborative approach allows him to work effectively with stakeholders, utility providers such as Southern California Edison, and the internal management team to support redline reviews and coordinate utility and agency requirements. He is an excellent collaborator and communicator, prioritizing evolving project needs and changes to support the City's objectives.

Relevant Experience

- ATP Cycle 4, City of Pomona: Prepared the plans, specifications, and estimate (PS&E) for roundabout and curb design project. Designed the roundabout curb geometry in partnership with project manager and City staff to support the schedule delivery and milestone markers.
- Walnut Ranch Park, City of Walnut: Prepared the plans, specifications, and estimate (PS&E) for the street widening project. Partnered closely with management and City staff to support project deliverables and incorporate any feedback and adjustments from the City to support project goals and objectives.
- Temescal Avenue Roadway Reconstruction, City of Norco: Prepared the plans, specifications, and estimate (PS&E) for a roadway reconstruction and street widening project. As lead designer, developed the roadway geometrics, storm drain improvements, and equestrian trail facilities in partnership with the project manager and City staff to ensure project objectives were met.

Saul Gonzalez

Assistant Engineer

6+ Years of Experience

Education
B.S.C.E. California State Polytechnic University, Pomona , CA

Saul Gonzalez has 6 years of experience in civil engineering, actively supporting design efforts across a range of capital improvement projects, including roadway improvements, street widening, water pipeline upgrades, and traffic signal installations. He brings advanced proficiency in AutoCAD, consistently producing high-quality design plans, specifications, and cost estimates. Saul plays a key role in coordinating utility relocations, and works closely with Southern California Edison to identify conflicts, asses relocation needs, and develop solutions that minimize disruptions and maintain project timelines. Through proactive communication and detailed field investigations, he ensures utility adjustments are integrated to the overall design and supports permitting efforts, including Caltrans encroachment permits.

Relevant Experience

- 4th Street- San Bernandino to Badillo Street, City of Covina: Prepared the plans, specifications, and estimate (PS&E) for this water improvement infrastructure project. This project involved design, field investigations, as-builts, along with overcoming challenges with utilities coordination / relocation and required additional collaboration with agencies and stakeholders.
- Woodward Avenue Improvements, Detroit Street to River Drive, City of Norco: Prepared the plans, specifications, and estimate (PS&E) for the street widening project. Designed road and striping improvements using AutoCAD Civil 3D and coordinated with utility companies for existing relocations.
- Second Street Roadway Reconstruction, City of Norco: Prepared the plans, specifications, and estimate (PS&E) for the widening and rehabilitation of a major city thoroughfare. Partnered with City staff and utility agencies to develop a comprehensive design that closed gaps in curb and gutter, upgraded facilities to ADA standards, and incorporated new equestrian trails, ensuring the project aligned with the City’s goals.

Kelsoe & Associates

Subconsultant Partner - Land Surveying Services

Robert Kelsoe, PLS

Qualifications

20+
Years of Experience

B.S.C.E. California State Polytechnic University, Pomona , CA

PLA - Registered Landscape Architect, CA -6481

Project Partner: President

Contact Information: (951) 736-0755 or bobk@team-kelsoe.com

Professional Summary

Robert Kelose is a Licensed Land Surveyor with over three decades of experience in the land surveying industry. He earned his licensure in 1993 and, in 1994, co-founded Kelsoe & Associates, where he currently serves as President. Under her leadership, the firm has grown from a single employee to a team of 25 professionals operating eight fully equipped survey crews. Kelsoe & Associates specializes in providing comprehensive land surveying services to municipalities and public agencies across Southern California, including design surveys, engineering support, and construction staking.

Robert brings deep expertise in public works infrastructure projects, right-of-way engineering, and expert witness consulting. His commitment to precision, reliability, and client service has positioned Kelsoe & Associates as a trusted partner in the region's development and infrastructure initiatives.

Experience with RKA

» City of Covina, Covina Heights Resurfacing Project
» City of Covina, Street Resurfacing - Clover et al
» City of Duarte, ATP Cycle 4 Duarte Pedestrian Access
» City of Duarte, Striping Improvements Duarte & Highland
» City of Duarte, Huntington Drive Survey & Utility Research
» City of Duarte, Royal Oaks Stop Sign Warrant Analysis
» City of La Verne, Mainiero Square Improvements
» City of La Verne, Public Safety Parking Enhancements
» City of La Verne, Arrow Hwy Urban Greening Grant Project
» City of La Verne, White Avenue Street Rehabilitation
» City of Norco, Valley View- 3rd to 4th
» City of Norco, Fourth Street- SIerra Avenue to Temescal Avenue
» City of Pomona, Street Rehabilitation Districts 4 and 5
» City of Pomona, Cycle 4 ATP
» City of Pomona, Garey Avenue Rehabilitation - Aliso to Monterrey Avenue
» City of San Dimas, Horsethief Canyon Equestrian Center Improvements

Sladden Engineering

Subconsultant Partner - Geotechnical Services

Brett Anderson, PE

Qualifications

30+
Years of Experience

B.S.C.E. Colorado State University
M.S. Geotechnical Engineering, University of Utah
P.E. - Registered Civil Engineer, CA -RCE 45389
P.E.- Registered Civil Engineer, AZ-RCE 25283
Project Partner: President and Principal-in-Charge
Contact Information: (714) 523-0952 or banderson@sladdenengineering.com

Professional Summary

Brett Anderson, P.E.,has over 30 years of geotechnical experience since receiving his Master of Science in Geotechnical Engineering. Brett's knowledge and expertise includes "hands-on" experience during field exploration operations and extensive construction testing and monitoring experience. This includes valuable design and construction experience on all types of projects including:

- Large and small land developments,
- various developments for commercial and residential purposes,
- Hospitals,
- Schools,
- Airports.
- Bridges,
- Waste-water reclamation facilities

Experience

As Principal Geotechnical Engineer for Sladden Engineering :

- Authors and reviews geotechnical engineering reports and proposals
- Manages the subsurface exploration operations for these studies
- Initiates laboratory testing
- Performs engineering analysis of laboratory data, and
- Provides design parameters for site preparation, foundations, and other improvements relevant to the projects
- Manages the Indio office and Sladden Engineering's Coachella Valley operations.

05 References

Experience Across Southern California

Over the years, RKA has successfully provided municipal consulting services to the following local agencies:

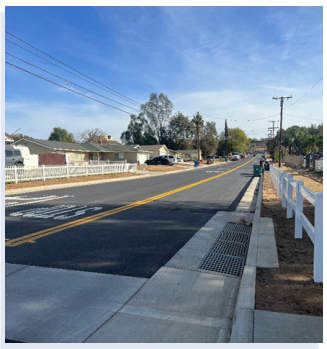
- Artesia
- Baldwin Park
- Beverly Hills
- Bradbury
- Buena Park
- Carson
- Cathedral City
- Chino
- Chino Hills
- Claremont
- Coachella
- Covina
- Corona
- Desert Hot Springs
- Diamond Bar
- Downey
- Duarte
- Fontana
- El Centro
- Glendora
- Indio
- La Quinta
- La Verne
- Lawndale
- Manhattan Beach
- Monrovia
- Montebello
- Monterey Park
- Moreno Valley
- Norwalk
- Palm Springs
- Pasadena
- Pico Rivera
- Pomona
- Rosemead
- San Dimas
- San Gabriel
- San Marino
- Sierra Madre
- Signal Hill
- South Gate
- Stanton
- Torrance
- Temple City
- Walnut

Client References

RKA proudly partners with local agencies, offering services from city engineering to full-service municipal engineering. We are committed to providing exceptional service to our clients. The client references listed below can attest to table our team's technical expertise, reliability, and performance. They are available to provide additional insight into our capabilities and successful project delivery.

Agency Name	Contact Information
City of Walnut 1981-Current (44 Years)	Melissa Barcelo, Director of Public Works mbarcelo@ci.walnut.ca.us (909) 595-5605
City of La Verne 1988-Current (37 Years)	Danny Wu, Director of Public Works dwu@laverneca.gov (909) 596-8726
City of Duarte 1999-Current (26 Years)	Stephanie Sandoval, Public Works Manager ssandoval@accessduarte.com (626) 357-7931
City of San Dimas 2006-Current (23 Years)	Shari Garwick, Public Works Director sgarwick@sandimasca.gov (909) 394-6260
City of Norco 2004-Current (21 Years)	Sam Nelson, Public Works Director snelson@ci.norco.ca.us (951) 270-5607
City of Covina 2015-Current (10 Years)	Rafael Fajardo, City Engineer/Public Works Director rfajardo@covinaca.gov (626) 384-5400

City of Norco — First Street Rehabilitation Project





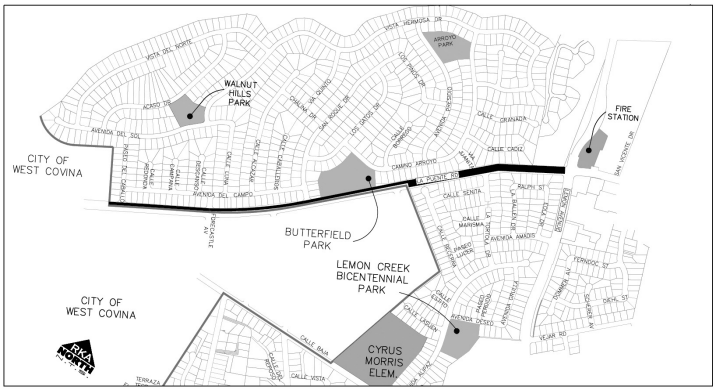
Project Reference
Sam Nelson, City Manager
snelson@ci.norco.ca.us | (951) 270-5678

Project Relevance
- Full Roadway Reconstruction
- Pavement Rehabilitation Roadway Widening
- ADA Compliance (Curb Ramps)
- Storm Drain Improvements
- Concrete Curb, Gutter, and Driveways
- Utility Coordination & Construction Support

Construction Cost: $965,000

RKA Consulting Group provided comprehensive engineering design and construction support for the City of Norco's First Street Roadway Reconstruction Project. The project scope included the full reconstruction of First Street from Temescal Avenue to Hillside Avenue. The scope involved removing existing asphalt berms and installing new concrete curbs and gutters, ADA-compliant curb ramps, and reconstructed concrete driveways. The roadway was widened to 36 feet along most of the corridor to accommodate street parking. Key improvements included replacing an existing jail box inlet with standard catch basins to enhance storm drainage and updating all signage and striping to meet current CA MUTCD standards. RKA successfully managed the project from initial surveying and design through bidding and construction support in partnership with the City of Norco.

City of Walnut — La Puente Road Rehabilitation



Project Reference
Melissa Barcelo, Public Works Director
mbarcelo@cityofwalnut.org | (909) 598-5605

Project Relevance
- Street Rehabilitation Design
- Construction Management
- Utility and agency coordination
- Public Outreach

Construction Cost: $1.2 million

RKA was retained by the City of Walnut to provide design and construction support services for the La Puente Road Rehabilitation project. The project's scope involved the pavement rehabilitation of La Puente Road from the West City Limits to Lemon Avenue within the City of Walnut. The work included cold milling the existing asphalt concrete pavement and placing a new surface consisting of an asphalt concrete leveling course, an Asphalt Rubber Aggregate Membrane (ARAM) interlayer, and an Asphalt Rubber Hot Mix (ARHM) overlay. The project also featured the construction of ADA-compliant curb ramps, adjustment of manholes and utility valves to the new grade, installation of new traffic loop detectors, and placement of thermoplastic striping and pavement markings. The project was managed in compliance with federal funding requirements under Federal Project Number STPL-5353(011). The project has completed design phase and construction is upcoming.

City of La Verne — B Street - Bonita Ave. to Foothill Blvd. Improvements Project



Project Reference
Danny Wu, Director of Public Works
dwu@laverneca.gov | (909) 596-8741

Project Relevance
- Pavement Rehabilitation
- Sidewalk & Pedestrian Safety Improvements
- ADA Compliance (Curb Ramps, Bulb-Outs)
- Landscaping & Beautification
- Drainage Improvements



Construction Cost: $1.5 million

RKA delivered comprehensive professional engineering services that included the demolition of existing infrastructure and the construction of new sidewalks, intersection bulb-outs, and ADA-compliant curb ramps, enhancing both pedestrian safety and accessibility. Our team managed every phase of the project, including the installation of new curbs and gutters, fresh asphalt pavement, and thoughtfully designed landscaping. By combining technical expertise and partnership with the City for a community-focused design, we extended the life of the roadway and enhanced mobility for all users.

City of Walnut — Amar Pavement Rehabilitation Project Phase 3



Project Reference
Melissa Barcelo, Public Works Director
mbarcelo@cityofwalnut.org | (909) 595-5605

Project Relevance
- Street Rehabilitation Design
- Construction Management
- Utility and agency coordination
- Public Outreach



Construction Cost: $1.3 million

RKA designed the PS&E for the street rehabilitation of Amar Road from Creekside Drive to Nogales Road. This included bid outreach, bid analysis, project award, construction management, inspection, and close-out. As part of the City's Pavement Management Program, the project aimed to extend the roadway's lifespan through resurfacing and rehabilitation. The work involved concrete repairs (sidewalks, curb ramps, curbs and gutters, bus pads), full-depth removal and replacement of asphalt pavement, base material, and subgrade at intersections, full-depth reclamation (FDR) of all traveled lanes, grinding existing asphalt, pulverizing subgrade, cement treatment, paving with rubberized hot mix, installing traffic loop detectors, and striping. Additionally, structural Best Management Practices devices, including bio-filtration tree wells at two locations, were installed.

City of Pomona — Pomona Multi-Neighborhood Pedestrian and Bicycle Improvement



Project Reference
Matt Pilarz, Principal Civil Engineer
matt.pilarz@pomonaca.gov | (909) 620-2233

Project Relevance
- Bicycle & Pedestrian Improvements
- Intersection Safety Enhancements
- Roundabout Construction
- Traffic Signal Upgrades
- Active Transportation (ATP Grant Funded)
- Pavement Rehabilitation (Slurry/Cape Seal)
- ADA Compliance
- Landscaping & Irrigation

Construction Cost: $15 million

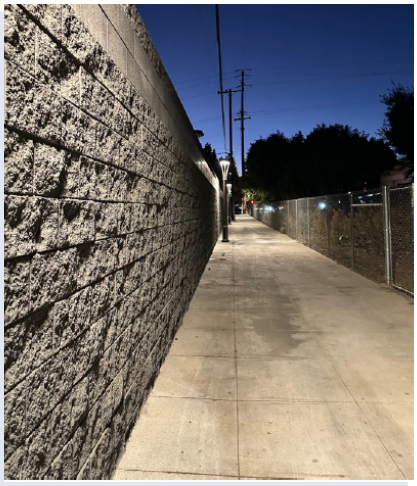
Funded by a California Active Transportation Program (ATP) Cycle 4 grant, this major project enhances pedestrian and bicycle infrastructure across multiple Pomona neighborhoods. The scope includes over 10 miles of new bike facilities and significant safety improvements at 14 intersections, including the installation of the City's first modern roundabout, traffic signal upgrades, and Rectangular Rapid Flashing Beacons (RRFBs). The project also involves extensive pavement rehabilitation, construction of new sidewalks and ADA-compliant curb ramps, and landscaping improvements. Construction is phased over two years to minimize disruption to the community, particularly around the numerous school sites within the project limits.

City of Duarte — Duarte Active Transportation Safety Project



Project Reference
Stephanie Sandoval, Public Works Manager
ssandoval@accessduarte.com | (626) 357-7931

Project Relevance
- Active Transportation & Multimodal Design
- Plans, Specifications, and Estimate (PS&E)
- Construction Management
- Utility and agency coordination



Construction Cost: $2.5 million

This project delivered comprehensive pedestrian and bicycle safety enhancements along Central Avenue, Evergreen Street, and key freeway underpasses. Work included constructing new sidewalks, installing ADA-compliant curb ramps, upgrading signing and striping, widening pathways, and adding pedestrian-scale lighting for improved safety. A major element was reconstructing the pedestrian and bicyclist connection corridor south of the 210 Freeway, which also received a new block wall and lighting to increase visibility and security.

RKA provided complete design and engineering services, preparing construction plans and specifications to guide FS Contractors, Inc. through every phase of work. RKA's construction management and engineering oversight ensured all improvements were delivered to City standards. We successfully administered the project's state and federal ATP funding, ensuring full compliance with all regulatory requirements and maintaining accurate, and timely reporting.

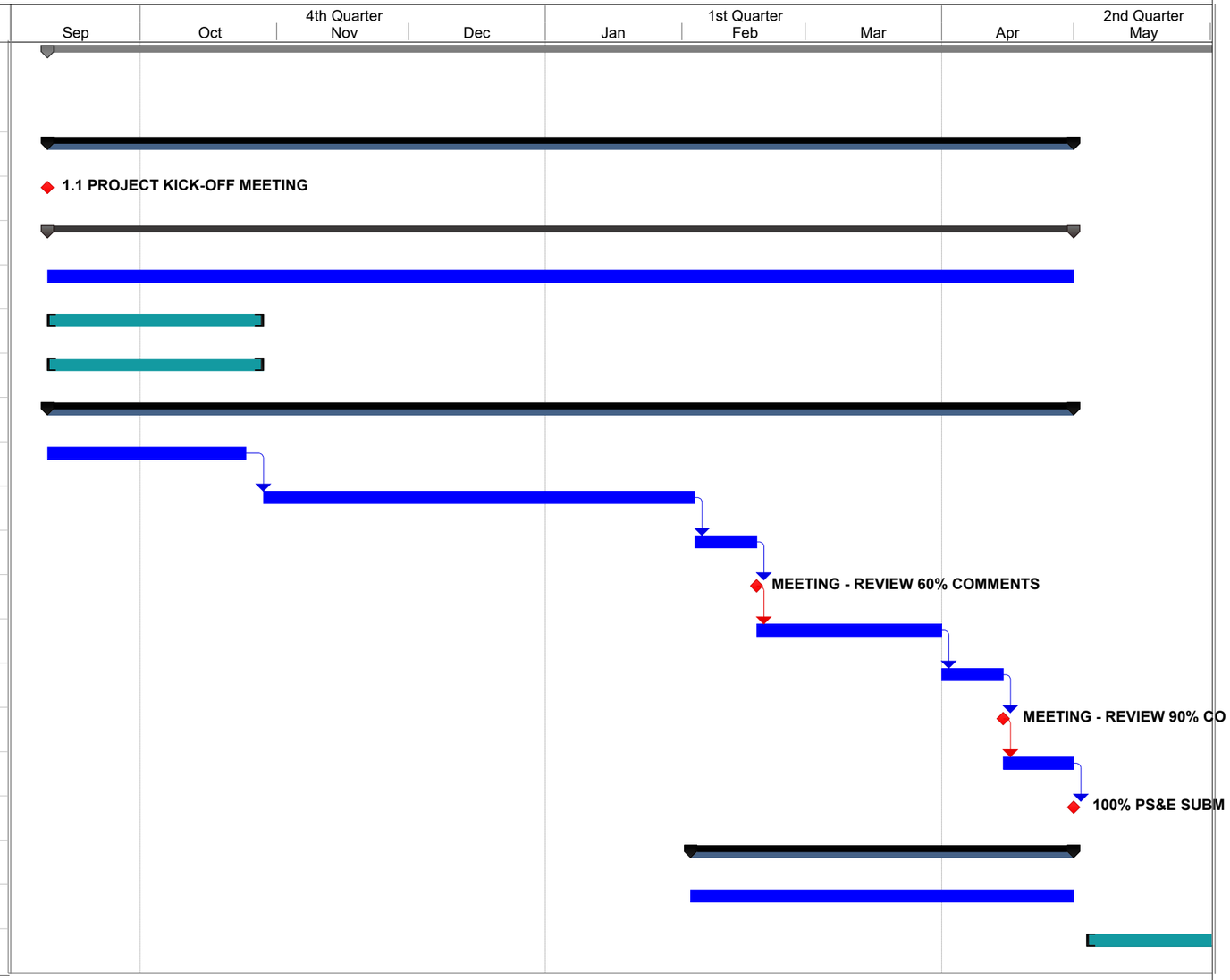
06 Schedule

PROJECT SCHEDULE CITY OF BUENA PARK

VALLEY VIEW STREET REHABILITATION SOUTHERLY CITY LIMITS TO NORTHERLY CITY LIMITS

RKA CONSULTING GROUP

ID	Task Name	Duration	Start	Finish	Text1
0	**CITY OF BUENA PARK - VALLEY VIEW STREET REHABILITATION PROJECT**	**298 days?**	**Wed 9/10/25**	**Fri 10/30/26**	
1	**TASK 1 - PROJECT MANAGEMENT**	**167 days**	**Wed 9/10/25**	**Thu 4/30/26**	
2	1.1 PROJECT KICK-OFF MEETING	0 days	Wed 9/10/25	Wed 9/10/25	
3	1.2 PROJECT SCHEDULE UPDATES AND TRACKING	167 days	Wed 9/10/25	Thu 4/30/26	
4	**TASK 2 - UTILITY COORDINATION**	167 days	Wed 9/10/25	Thu 4/30/26	
5	**TASK 3 - TOPOGRAPHIC SURVEY**	35 days	Wed 9/10/25	Tue 10/28/25	
6	**TASK 4 - GEOTECHNICAL REPORT**	35 days	Wed 9/10/25	Tue 10/28/25	
7	**TASK 5 - PLANS, SPECIFICATIONS, AND ESTIMATE**	**167 days?**	**Wed 9/10/25**	**Thu 4/30/26**	
8	5.1 AS-BUILT RESEARCH AND FIELD INVESTIGATION	33 days	Wed 9/10/25	Fri 10/24/25	
9	5.2 60% PLANS, SPECIFICATIONS & ESTIMATE (PS&E)	70 days	Wed 10/29/25	Tue 2/3/26	
10	5.3 CITY REVIEW OF 60% SUBMITTAL	10 days	Wed 2/4/26	Tue 2/17/26	
11	MEETING - REVIEW 60% COMMENTS	0 days	Wed 2/18/26	Wed 2/18/26	
12	5.4 90% PLANS, SPECIFICATIONS, PLANS (PS&E)	30 days	Wed 2/18/26	Tue 3/31/26	
13	5.5 CITY REVIEW OF 90% SUBMITTAL	10 days	Wed 4/1/26	Tue 4/14/26	
14	MEETING - REVIEW 90% COMMENTS	0 days	Tue 4/14/26	Tue 4/14/26	
15	5.6 100% PLANS, SPECIFICATION AND ESTIMATE (PS&	12 days	Wed 4/15/26	Thu 4/30/26	
16	100% PS&E SUBMITTAL	0 days	Thu 4/30/26	Thu 4/30/26	
17	**TASK 6 - PERMITTING AND REGULATIONS**	**63 days**	**Tue 2/3/26**	**Thu 4/30/26**	
18	6.1 PERMIT COORDINATION	63 days	Tue 2/3/26	Thu 4/30/26	
19	**TASK 7 - BID AND CONSTRUCTION SUPPORT**	130 days	Mon 5/4/26	Fri 10/30/26	



Project: CITY OF BUENA PARK - VALLEY VIEW STREET REHABI
Date: 8/28/2025

Task	Project Summary	Inactive Summary	Manual Summary	External Milestone
Split	External Tasks	Manual Task	Start-only	Progress
Milestone	External Milestone	Duration-only	Finish-only	Deadline
Summary	Inactive Milestone	Manual Summary Rollup	External Tasks	

City of Buena Park

Proposal for: Valley View Street Rehabilitation Project (From South City Limits to North City Limits) Plans, Specification, and Estimate - **Fee Proposal**

August 28, 2025



Submitted to:
Jason Tran, P.E.
Associate Engineer
Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621

Submitted by:
RKA Consulting Group
398 Lemon Creek Drive, Suite E
Walnut, CA 91789
www.rkagroup.com
(909) 594-9702

RKA Consulting Group

A

Fee Proposal: Design Budget

RKA CONSULTING GROUP

City of Buena Park
Engineering Design Services
PS&E for Valley View Street Rehabilitation
8/28/2025

	Project Principal $210/hr	Project Manager $180/hr	Project Engineer $150/hr	Engineering Technician $110/hr	Survey Subsconsultant (Kelsoe)	Geotechnical Subconsultant (Sladden)	Total Fee
Design Tasks							
Task 1 - Project Management	4	30					$ 6,240.00
Task 2 - Utility Coordination	2	6	14	8			$ 4,480.00
Task 3 - Topographic Survey		2	2		$ 60,490.00		$ 61,150.00
Task 4 - Geotechnical Report	2	2	2			$ 32,775.00	$ 33,855.00
Task 5 - Plans, Specifications and Estimate (PS&E)							
Task 5.1 - As-built Research and Field Investigation	2	6	16	4			$ 4,340.00
Task 5.2 - Street Improvement Plan & Profiles	8	120	480	100			$ 106,280.00
Task 5.3 - Traffic Control Plans (TCP)	4	60	80	38			$ 27,820.00
Task 5.4 - Engineer's Cost Estimate	2	8	16	6			$ 4,920.00
Task 5.5 - Specifications	2	12	24	8			$ 7,060.00
Task 6 - Permitting and Regulations	2	20	14	4			$ 6,560.00
Task 7 - Bidding/Construction Support and As-built Drawings	2	4	10	2			$ 2,860.00
Total Labor Hours Total	**30**	**270**	**658**	**170**			
Not-to-Exceed Fixed-Fee:							**$ 265,565.00**

The total cost for the services described herein shall be a fixed fee not to exceed $265,565.00. This fee is inclusive of all costs and is not subject to adjustment based on actual expenses incurred.

October 14, 2025
NEW BUSINESS
Item No. 5C.

City Council Agenda Report

AGREEMENT WITH MOTOROLA SOLUTIONS FOR ANNUAL MAINTENANCE OF POLICE COMPUTER-AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITH ADDITIONAL ENHANCED SERVICES

PREPARED BY	PRESENTED BY
Nghia Nguyen, Police Captain	Nghia Nguyen, Police Captain
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Frank Nunes, Chief of Police	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a five-year agreement with Motorola Solutions for annual maintenance of the police department's Computer-Aided Dispatch and Records Management System (CAD/RMS) and enhanced services in the amount of $720,000; 2) Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080 (H), which allows the City Council to dispense with bidding when it is in the best interest of the City; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 4) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

The Police Department has historically renewed CAD/RMS maintenance agreements on an annual basis.

DISCUSSION

Motorola Solutions has been a long-time strategic partner with the Buena Park Police Department, providing CAD/RMS services since 2004. It is in the City's best interest to continue this strategic partnership. The agreement secures the annual CAD/RMS maintenance costs, which fluctuate between 5% and 7%, allowing the Police Department to better plan future budgets and avoid unexpected cost increases.

Additionally, this agreement seeks to enhance Police Department services by adding features such as upgraded online police reports, app-based mobile service for officers, access to commercial automated license plate reader data, on-site evaluation and training by Motorola Flex employees, and software integration with other vendors.

The City Attorney has reviewed and approved the agreement.

BUDGET IMPACT

Funds for this item The total cost of the five-year agreement is $720,000. Year one includes a one-time set-up fee in the amount of $160,000. Each additional year over the following four years is $140,000. (Account No. 11-650303-6240).

Attachments

Motorola Solutions Proposal & Motorola Master Services Agreement - 2025 - Revised with Attestation and Approval.pdf

2025.342 Motorola Solutions, Inc. (PD-N.Nguyen).pdf

MOTOROLA SOLUTIONS

Proposal

Buena Park Police Department

Flex Software, CommandCentral and Vigilant Upgrade

September 12, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W. Monroe Street Suite 4400
Chicago, IL 60661

September 12, 2025

Chief Frank Nunes
Buena Park Police Department
6640 Beach Blvd
Buena Park, CA 90621
fnunes@bppd.com

Re: Flex Software, CommandCentral and Vigilant Upgrade

Dear Chief Nunes:

Motorola Solutions, Inc. (“Motorola”) is pleased to provide the attached Proposal to Buena Park PD. This Proposal is valid for 60 days from the date on this letter.

Motorola’s proposal is subject to the terms and conditions of the enclosed Motorola Solutions Customer Agreement (“MCA”). You may accept this Proposal by signing the attached MCA and sending your order to your Motorola Public Safety Solutions Consultant listed below.

Motorola appreciates your consideration of this proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have, and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions:

Tally Gochis
Senior Account Manager
435-840-0198
Tally.gochis@motorolasolutions.com

Sincerely,
Motorola Solutions, Inc.

Tyler Holland
Area Sales Manager

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Section 1

System Description

1.1 The CommandCentral Platform

This solution is part of Motorola Solutions' CommandCentral platform, which provides interconnected solutions that unify data and streamline public safety workflows. Through single sign-on capabilities, your personnel can access all CommandCentral applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's information to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

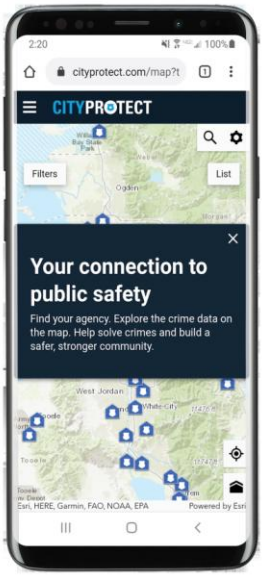
CommandCentral is built to evolve over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can rapidly deliver new features and functionality in a more manageable, non-intrusive way.



The CommandCentral End-to-End Platform

1.2 CommandCentral Community

Motorola Solutions' CommandCentral Community enhances the partnership between your agency and the community. As the foundation for transparent community engagement, this solution streamlines the flow of information between your agency and the people you serve. CommandCentral Community's toolkit helps build public trust and push your investment further. CommandCentral Community functionality can be integrated with the solutions your agency already uses to reduce the need for headcount and increase the value of community intelligence.



The CommandCentral Community experience centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important information is streamlined to make engagement easier.

1.2.1 Agency Page

This community solution provides a dedicated, public-facing webpage for your agency. The customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

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The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.

1.2.2 Digital Evidence Collection

CommandCentral Community's Digital Evidence Collection allows your agency to collect case-specific digital material without needing a personal device or physical storage, such as CDs, USBs, or other devices generally checked into physical evidence stores. This can be managed using the CommandCentral digital evidence management tools.



Digital Evidence Storage

The proposed solution includes a 1TB Storage Block to store your agency's multimedia content. Additional storage blocks are available for expansion, if necessary.

Additional storage is purchasable to provide storage for multimedia content your agency produces to optimize and secure the data your personnel can retain. Please see the pricing section for the specific amount of additional storage included with your solution.

1.2.3 Public Submissions

The public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, including anonymous tipping, non-emergency online submissions, and digital evidence collection. Your agency can decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can use these forms on CityProtect to submit tips, or they can use anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture using information from the community.

These public submissions are managed in one location and can be linked to your records to create a more efficient workflow. Submissions from the community are collected in the Community Inbox, where your agency can review submissions before they are entered into the master tables to avoid duplication. This leads to cleaner incident record data, while preserving the original record for future reference. The consolidated record view shows all linked submissions in one, complete location.

1.2.4 Custom Forms with GovOS Studio by Kofile

As part of this solution, CommandCentral Community adds custom forms to the available standard forms for public access. Through our partnership with Kofile, GovOS Studio (previously known as SeamlessDocs), your agency can create a form from scratch with simple form-building tools, or convert a PDF into a fillable form. A library of customizable templates is available to help fit the needs of your agency. Custom forms also enable online versions of forms to address specific state requirements.

As an agency with an active GovOS Studio contract, this solution will enable you to connect your custom GovOS Studio forms with the proposed CommandCentral Community solution.

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1.2.5 Crime Map



CommandCentral Community's Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. CommandCentral Community's Crime Map provides the following:

- Incident data display with up to hourly update.
- Primary Agency shapefile.
- Sex offender options.
- Crime data download option and action link.

Users can customize and manage data published on Crime Map so that only appropriate public information is shared.

1.2.6 Camera Registration

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications, such as CommandCentral Aware and CommandCentral Investigate.

1.3 CommandCentral Community

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to Buena Park Police Department (hereinafter referred to as Customer). When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Solution Description and system integration and/or subscription services as described in this SOW and contract agreements.

1.3.1 Contract Administration and Project Initiation

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence. Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed

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upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order to avert delay.

1.3.2 Completion and Acceptance Criteria

Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five business days of completion or receipt of a deliverable.

As CommandCentral applications are provided as a subscription service, the subscription service period will begin upon activation of service.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

1.3.3 Project Roles and Responsibilities

Motorola Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and validation required to deliver a high quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.

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- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:

- Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post Go Live event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.
- Liaise with the Customer on industry trends and Motorola evolutions.

Customer Support Services Team

The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

Customer Core Team, Roles and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the customer will be required to deliver names and contact information for the below listed roles that will make up Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event that the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.

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- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

Application Administrator(s)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Enablement stage of the project. They are engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces, and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.

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- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

IT Personnel

IT personnel provide required information related to LAN, WAN, and wireless networks. They will provide required information related to the devices and infrastructure related to servers, clients, radio, video, and other devices ancillary to the implementation. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, cameras, sensors, and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Customer is responsible for providing the Applications Programming Interface (API) or Software Development Kit (SDK) software licenses and documentation that details the integration process and connectivity for the level of interface integration defined by Motorola.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the computer and audio-visual equipment for work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.
- Compliance with carrier guidelines.
- Adding message and data rates pricing disclosures anywhere an SMS keyword and/or shortcode is advertised, in compliance with carrier guidelines.
- Removing references to the SMS keyword and/or shortcode upon termination of the contract.

1.3.4 Planning and Discovery

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

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Shortly after contract signing, Motorola will conduct a one-on-one teleconference with the Customer Project Manager to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience, or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness in preparation for Enablement and Project Kickoff meeting.

Motorola Responsibilities

- Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations and third-party engagement/considerations, as applicable.
- Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
- Discuss the Learning eXperience Portal (LXP) training approach.
- Review the Implementation Packet.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
- Obtain and complete all paperwork and/or forms (i.e. fingerprints, background checks, card keys, and any other security requirement) required of Motorola resources to gain access to each of the sites identified for this project.
- Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.

Customer Responsibilities

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Acknowledge understanding of the Implementation Packet.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.
- Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third-party licensing agreements.

1.3.5 CommandCentral Enablement

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

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1.3.5.1 Agency and User Setup

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify an Application Administrator(s).
- Ensure all Application Administrator(s) complete the CommandCentral Admin training.
- Use the CommandCentral Admin Console to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

1.3.6 Environmental Design Considerations

The following environmental requirements must be met by Customer no later than the beginning of the Enablement in order to enable Motorola to complete installation activities presented in this SOW:

- Provide connectivity between the various networks.
- Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics.
- Provide backup power, as necessary.
- Provide Internet access to CommandCentral server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
- Responsible for any electrical or infrastructure improvements required at the Customer's facility are the responsibility of the Customer.
- Provide backhaul equipment, installation, and support costs.
- Provide devices such as workstations, tablets, and smartphones with Internet access in order to use the CommandCentral solution. Chrome Browser is recommended for optimal performance. CommandCentral workstations to support MS Windows 10 Enterprise. Customer will provide Antivirus software for the CommandCentral client(s).
- Existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
- Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.
- If interfaces are being included in this offer, the Customer is responsible for all necessary third-party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support, or pricing to support Customer third-party upgrades.

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- If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third-party systems, to include CommandCentral interfaces that result from the customer upgrading a third-party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
- Provide all environmental conditions as outlined in the Solution Description, such as power and network requirements.

1.3.7 Hardware/Software Installation and Configuration

1.3.7.1 CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

Customer Responsibilities

- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

Completion Criteria

CloudConnect Virtual Machine configuration is complete.

1.3.8 Interfaces and Integration

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola-developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.

1.3.8.1 Interface Installation and Configuration

Installation and configuration of interfaces will be completed in accordance with the System Description. Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and validating of the interfaces.

Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the Solutions Description.
- Demonstrate the interface usability in accordance with the Project Validation Plan.

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Customer Responsibilities

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
- Provide network connectivity between the CommandCentral Solution and the third-party systems for interface installation and configuration. Act as liaison between Motorola and third-party vendors or systems as required to establish connectivity with the CommandCentral Solution.

Completion Criteria

Interface and integration tasks are considered complete upon demonstration of the functionality.

Note - Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing the CommandCentral Solution to some third-party applications. These difficulties could result in a poorly performing or even a non–functional interface. At such time that Motorola is provided with information and access to systems, Motorola will be able to mitigate these difficulties. If Motorola mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

1.3.9 CommandCentral Solution Provisioning

Motorola will discuss industry best practices, current operations environment and subsystem integration in order to determine the optimal configuration for the CommandCentral Solution.

Motorola Responsibilities

- Using the CommandCentral Admin Console, provision users, groups, and rules based on Customer Active Directory data.

Customer Responsibilities

- Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Completion Criteria

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities and delivering Customer administrator credentials.

1.3.10 CommandCentral Online Training

Online training is made available to you via Motorola LXP. This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient. All training, unless explicitly specified and defined, is online, computer-based, self-paced learning.

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Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Perform scheduled maintenance. Notify the Customer 24 hours in advance of scheduled maintenance.
- Provide technical support for user account and access issues, base system functionality, and Motorola-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: Learning Experience Portal (LXP) Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola to engage Technical Support when needed.

1.3.11 Transition to Support and Customer Success

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

Motorola Responsibilities

- Transition Customer to Motorola Customer Support.
- Supply Customer with instructions when engaging support.

Customer Responsibilities

- Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
- Engage the Motorola support organization as needed.

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Section 2

Vigilant Investigative LPR Applications

2.1 Investigative LPR Applications Solution Description

2.1.1 VehicleManager



VehicleManager is a vehicle location intelligence solution that builds on traditional license plate recognition with patented, powerful analytics, transforming license plate data into actionable intelligence.

Key Features and Benefits:

- **Advanced Search Capabilities**: Easily search and review vehicle location history, predict future locations, and conduct complete and partial plate searches with date and time filters.
- **Comprehensive Data Display**: View detection data on a timeline and map, integrated with Google Street View for detailed location insights.
- **Geo-Fence and Filter Options**: Create geo-fences, set time and date ranges, and apply vehicle year, make, and model filters to refine search results.
- **Associated Analytics**: Identify vehicles traveling with or parked near a target vehicle, enhancing situational awareness.
- **Hot List Management and Alerts**: Configure hot lists and receive alerts when vehicles of interest are detected, with options for sharing lists with partner agencies.
- **Secure Data Management**: Manage LPR camera systems, integrate data from various sources, control data retention based on local laws, and share data securely using built-in MOU templates.
- **Robust Security Measures**: Ensure data protection with end-to-end encryption, user authentication, detailed audit logs, and routine system updates for security and new features.

2.1.2 ComparisonManager

ComparisonManager is an image comparison software suite with a human-in-the-loop approach, designed to assist law enforcement investigations by enhancing the efficiency and accuracy of visual data analysis while maintaining ethical standards.

Key Features and Benefits:

- **Human-Centric Image Analysis**: Empower investigators with powerful tools to focus on critical investigation while leveraging human judgment and expertise.

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- **Built-In Image Enhancement Tools:** Optimize image quality and search parameters with configurable tools, including overlap, blend, landmark, and 3D comparison features.
- **Courtroom-Ready Reports**: Generate detailed forensic reports that meticulously document image comparisons, supporting the issuance of arrest and search warrants.
- **Ethical and Transparent Operations**: Ensure public trust with transparent, auditable technology, regular audits, and adherence to industry best practices.
- **Collaborative Data Sharing**: Enhance investigations by sharing booking images across agencies, facilitating the identification of repeat offenders and cross-jurisdictional criminal activities.
- **User Responsibility and Control**: Emphasize user-driven comparisons rather than relying solely on artificial intelligence, ensuring accountability and reducing biases.
- **Comprehensive Training**: Benefit from training rooted in case law, provided by former law enforcement officers, to ensure ethical and effective use of the software.

2.1.3 Commercial Data

Commercial Data is a subscription service providing access to over 17 billion commercial license plate recognition (LPR) scans. This commercial data set is maintained separately from law enforcement and enterprise data to meet CJIS compliance requirements.

Key Features and Benefits:

- **Extensive Data Access**: Access a vast database of commercial LPR scans, enhancing vehicle location insights with a greater quantity of data points.
- **Compliance and Security**: Ensure data integrity and compliance with CJIS requirements by maintaining separate databases for commercial and law enforcement data.
- **Improved Location Insights**: Leverage the extensive commercial dataset to generate more accurate and comprehensive vehicle location insights.

2.1.4 API Solutions

Motorola's API solutions, including TAS and Plate Query APIs, allow for ad-hoc plate queries and real-time alert requests from the VehicleManager platform. These APIs facilitate seamless integration with internal and third- party systems to enhance data accessibility and operational efficiency.

Key Features and Benefits:

- **Real-Time Data Access**: Perform ad-hoc plate queries and receive near real-time alerts, ensuring timely and relevant information for decision-making.
- **Extensive Integration Capabilities**: Integrate with a wide range of Motorola products and third-party applications, creating a cohesive data ecosystem.
- **Customizable Solutions**: Offer customizable API solutions tailored to specific operational requirements, providing flexibility and scalability.
- **Enhanced Operational Efficiency**: Streamline operations by integrating various data sources and systems, improving overall data management and utilization.

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- **Seamless Updates and Security**: Benefit from regular updates and robust security measures to ensure the integrity and reliability of integrated systems.

2.2 License Plate Recognition Technology Statement of Work

2.2.1 Overview

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of fixed or mobile License Plate Recognition (LPR) technology(s) and your License Plate Recognition Technology solution, if Deployment or Installation Services are purchased as part of the Contract. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola’s behalf to install your License Plate Recognition Technology system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. The Customer is responsible for acquisition and use of a remote access tool that complies with the regulations controlling use of the remote access tool. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

2.2.2 Award, Administration, and Project Initiation

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

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2.2.3 FBI-CJIS Security Policy – Criminal Justice Information

2.2.3.1 CJIS Security Policy Compliance

Motorola does not believe our LPR and License Plate Recognition Technology offerings require compliance with the *FBI-CJIS Security Policy* (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the

CJISSECPOL security controls as a guide. Motorola's LPR system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

2.2.3.2 Personnel Security – Background Screening

Motorola will assist the Customer with completing the *CJIS Security Policy Section 5.12 Personnel Security* related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring *CJIS Section 5.12 Personnel Security* screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

2.2.3.3 Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

2.2.3.4 CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

2.2.3.5 Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

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2.2.3.6 Completion Criteria

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

2.2.4 Subscription Service Period

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

2.2.5 Project Roles and Responsibilities Overview

2.2.5.1 Motorola Project Roles and Responsibilities (if applicable)

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.

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- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct status calls with the Customer throughout the Project up to and including Go-Live.

System Technologist

The System Technologist (ST) will work with the Customer's Project Team on:

- Camera programing
- Camera alignment
- Licensed Software Training
- Develop and submit Start Up and Commissioning Sign Off (SSU&C)

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training in accordance with the Training Plan provided to the Customer.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car and fixed LPRs. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include (but are not limited to) the following:

Required Training

- SSU&C Onsite Training
  - Included Certification testing completed and passed
- Networking (must meet one of the following three requirements)
  - CompTia Network + Certification
  - Networking Degree in IT
  - Basic Networking RDS003
- ASE Certification for Mobile Installers
- Electrical Certification
  - Electrical Certification/Permitting
    - Low Voltage Certification
    - High Voltage Certification
- Equipment Certification
  - Bucket Truck Certification
  - Any applicable testing equipment certification

Other responsibilities the Motorola-certified installer may be involved in include the fixed and/or mobile installation of cellular routers, wired networks, poles, trenching, and conduit runs as well as the manufacturing and/or service of trailers. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

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2.2.6 Customer Support and Services Team

The Customer Support and Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

2.2.6.1 Customer Project Roles and Responsibilities (if applicable)

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.

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- Ensure remote network connectivity and access for Motorola resources, if applicable to the solution.
- Assume responsibility for all fees pertaining to licenses, permits, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

2.2.7 IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Monitor firmware updates
- Implement changes to Customer infrastructure in support of the proposed system.

2.2.8 Agency Manager

The Agency Manager will act as the primary POC upon project completion.

- Push internal requests for updates through appropriate channels
- Monitor all firmware updates and all other security measures for physical hardware as required by the Customer internal policies
- Administer users
- Audit reports
- Manage Hotlist and Hotlist functionality
- Attend Agency Manager training
- Oversee or act as the training POC
- Ensure all Authorized Users are aware of usage restrictions and any applicable terms related to the use of the LPR System
- Controls appropriate use and data storage policies as well as procedures for the data maintained outside the LPR system. This includes when any information is disseminated, extracted or exported out of the LPR system

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- Controls and is responsible for developing the policies, procedures, and enforcement for applying deletion/purging and dissemination rules to information within and outside of the LPR system.
- Ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.

2.2.9 Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and implementation process. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on workflows and department policies related to the proposed system.

2.2.10 General Customer Responsibilities (If Applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- Customer Site. If the Solution is to be installed at a Customer location ("Site"), the Solution will only be installed and/or evaluated at the Customer sites identified.
- Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. This includes, but is not limited to providing a traffic safety plan to facilitate the safe deployment of all Equipment that is installed on, over, or near Sites with active roadways. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void. The Equipment used for the Services will only be located at such site.
- If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.
- Site Conditions and Issues. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- All costs associated with permitting.
- Supply a proper power source to all Motorola Solutions provided equipment.
- Provide ALL points of attachment for hardware that include fixed LPR Cameras and associated equipment and ensuring all equipment is attached in accordance with local policies and codes.
- Supply any new infrastructure required to mount or attach the Motorola Solutions hardware to.
- Trenching as required for the purpose of running electrical power

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- All poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
- All Utility locates needed for impacted areas.
- Providing the communications point of attachment for each site.
- When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- All work is to be performed by Motorola-certified installers. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Electronic versions of any documentation associated with business processes identified.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer- provided remote conferencing tool.
- Manage the Hotlist in accordance with the rules and regulations of the Customers State.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

2.2.11 Network and Hardware Requirements

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to fixed and mobile equipment.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support (if applicable).
- Ensure required traffic is routed through Customer's firewall.

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Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

2.2.12 Project Planning

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

2.2.12.1 Project Planning Session (if applicable)

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Confirm Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in associated training portals.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

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2.2.12.2 Project Kickoff (if applicable)

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The Detail Design Review (DDR), if applicable, is completed during the pre-sales process and normally completed prior to Contract award. Delay in the DDR review may impact the project schedule. Motorola will not be responsible for additional costs or delays incurred for Customer requested changes to the DDR.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss Mobile LPR equipment installation activities and responsibilities.
- Discuss Fixed LPR installation activities and responsibilities.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Review the DDR, arranging for additional meeting for review as needed
- Review the Credentials Form
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the Training Plan.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Grant Motorola Support access in the License Plate Recognition Technology program
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.

Motorola Deliverables

- Project Kickoff Meeting Minutes
- Deployment Checklist

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2.2.13 Project Execution

2.2.13.1 Hardware Procurement and Installation (if applicable)

Motorola will procure contracted hardware as part of the ordering process. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Verify remote connection to hardware.
- The installer will be responsible for installing all Motorola provided hardware.
- Installer will utilize a certified electrician when wiring power to equipment.
- Verify whether the hardware is properly installed, connected to the network, and positioned to capture license plate data. (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Provide Motorola with the correct IP address(es) for configuration
- Ensure the Customer's network is operational.
- Inventory LPR equipment after arrival at Customer location.
- Procure Customer-provided equipment and make it available at the installation location.
- Install backend server in Customer's designated area (if applicable).
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.)(if applicable).
- Verify the server is connected to the Customer's network and installed for use.(if applicable)
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to License Plate Recognition Technology
- Install Customer-supplied Access Points (if applicable).
- Verify all equipment directly connected to power is properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying all equipment is connected to their network

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- Confirm access to installed software on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment

2.2.14 Mobile LPR Camera System (If Applicable)

The Motorola-certified installer will complete the installation of the Mobile LPR system(s) within the Customer- provided vehicle(s) or selected location. The installer may also be responsible for installing cellular routers or Wi- Fi radios inside the vehicle(s) for wireless upload of video and images.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of Mobile LPR cameras. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of Mobile configurations completed. If the Customer requires the ST to complete the full contractual number of Mobile LPR Cameras at a later date and time, additional cost may be incurred.

Note – The Pricing Page will reflect the Mobile LPR installation services by Motorola if Motorola is responsible for the installations.

Motorola Responsibilities

- Setup server for Mobile LPR digital video recorder (DVR) configuration.
- Create configuration USB used to complete Mobile LPR hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of Mobile LPRs.
- Complete Mobile LPR configuration on a single vehicle, and validate the configuration with the Customer.
- Point and aim the Mobile LPR camera for image capturing.
- Install Licensed Software on Customer-provided mobile data terminal (MDT)
- Configure MDT Netowrk Card
- Enable AI in Video Manager
- Configure NetMotion (if applicable)
- Receive Customer approval to proceed with remaining Mobile LPR configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed Mobile LPR hardware configurations.
- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to the Mobile LPR (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete Mobile LPR hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for Mobile LPR hardware configuration(s).

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- Make Mobile LPR hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of installation.

Motorola Deliverables

- Complete Configuration and camera aiming as it applies to the proposed solution.

2.2.14.1 Fixed LPR Camera System Configuration (If Applicable)

The Motorola-certified installer will complete the installation of the Fixed LPR system(s) within the Customers designated locations. The installer may also be responsible for installing cellular routers or Wi-Fi radios for wireless upload of video and images. In the instance where Customer has purchased a self-deploy or quick- deploy camera without deployment or installation, the below Motorola responsibilities will be absorbed by the Customer.

Motorola Responsibilities

- Review preliminary plans for installation
- Verify with customer that proper permits and authorizations have been obtained
- Identify installation locations (pole or infrastructure asset) on which to install the Fixed LPR camera
- Motorola-certified installer will install the Fixed LPR camera
- Point and aim the Fixed LPR camera for image capturing
- Install License Plate Recognition Technology Software

Customer Responsibilities

- Approve installation locations
- Obtain necessary permits and authorizations
- Provide power to installation locations
- Provide any required trenching
- Coordinate with local utility companies in the case of any interrupted service requests or instances

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. When cellular service is used as the point of connection, customer is responsible for providing cellular service, and SIM cards if they are not being purchased from Motorola as part of the LPR solution. If a Motorola-certified installer is not used for installation, Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing LPR cameras through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For in-car LPR installations, an MDT is required for all vehicles (if applicable).

2.2.14.2 Automatic License Plate Recognition (ALPR) Commissioning (If Applicable)

This section highlights the responsibilities of Motorola and the Customer when a Motorola In-Car Video (ICV) system interfaces with the LPR database.

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Motorola Responsibilities

- Create a Customer account in the LPR data system with authorized user emails.
- Verify License Plate Recognition Technology software has been installed and launched per the Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Licensed Software MDT installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

2.2.15 Software Installation and Configuration (if Applicable)

Motorola will install LPR software on a specified number of workstations. The Customer will be responsible for installing the software on the remaining workstations.

2.2.15.1 Licensed Software for the Mobile LPR Solution

Licensed Software is used in conjunction with Mobile LPR cameras. Installation consists of the following activities:

- Network discovery.
- Operating system and software installation.
- Onboarding user / system identity set up.
- Provide user access to the application.

2.2.15.2 License Plate Recognition Technology

License Plate Recognition Technology software is a cloud solution that does not require an onsite server and supports the full LPR Solution.

Motorola Responsibilities

- Based on Customer feedback, perform the following activities:
  - Create users, groups, and permissions.
- Test to ensure software is accessible to the Customer

Customer Responsibilities

- Verify traffic can be routed through Customer’s firewall and reaches end user workstations.

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2.2.15.3 CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase) Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

2.2.15.4 CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

2.2.15.5 Third-Party Interfaces (if applicable)

The integration between Motorola's LPR system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

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Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description. Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the LPR system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the LPR and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software. All APIs provided by Motorola or integrations with third-party software are provided AS IS. Motorola is not liable for any claims or damages associated with third party applications, or Customer-provided third party hardware or software.

2.2.16 System Training

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Training Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

2.2.16.1 Online Training (if applicable)

Online training is made available to the Customer through LXP and/or Motorola vetted third party platforms.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer (if applicable).
- Establish an accessible instance of LXP for the Customer (if applicable).
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account..
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content (if applicable).

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- Provide instruction to Customer on building groups.
- Coordinate third party platform usage and additional course offerings

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training (if applicable).
- Ensure network and Internet connectivity for Customer access to training platforms.

2.2.16.2 Instructor-Led Training (On-Site and/or Remote, if applicable)

Instructor-led courses are based on products purchased and the Customer's Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the provided Training Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) with the required computer and audio-visual equipment for training.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Training Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

2.2.17 Project Go-Live, Closure, And Handover to Support

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

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Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

- Provide Customer with survey upon closure of the project.

2.2.18 Assumptions

This SOW is based on the following list of assumptions (if applicable):

- Customer is aware of and abiding by their States' laws, mandates and requirements in relation to the Hotlist
- Pole installations will be done on grassy/dirt/gravel areas or sites where excavation can easily be done with fstandard auger equipment.
- Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies)
- Information provided and approved in the Presales DDR process was accurate

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Section 3

10-21 Police Phone Plus

3.1 Statement of Work

3.1.1 Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to Customer. When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third party partners. For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Motorola work will be performed remotely. Remote communications may be completed via telephone call, email, teleconference, and/or web-conference.

The scope of this project is limited to supplying the contracted software as described on the pricing sheet and system integration and/or subscription services as described in this SOW. Work is considered complete upon Motorola updating the agency administrator status or providing new user temporary credentials to log in as applicable.

3.1.2 Agency and User Setup

The Customer’s email domain will become associated to an Agency ID when the Customer’s instance of the platform is created. From there, Authorized Users with matching domains will be connected to the Agency ID and included in the Agency’s users. Customer's users shall be provisioned under either Automatic or Manual Assignment mode, as determined by the Customer at the point of configuration. Under Automatic Assignment, Authorized Users with matching domains will be connected to the Agency ID and included in the Agency’s users, up to the amount of purchased licenses. Under Manual Assignment, the Customer shall select individual users to receive a license, up to the amount purchased.

3.1.3 Motorola Responsibilities

- Create Customer instance utilizing Customer provided details.
- Validate agency domain and connect associated domains to Customer instance.
- Establish agency administrator, as designated by Customer, in Customer instance. If user exists in 10-21, update status to admin. If new to 10-21, send new user temporary credentials to log in.

3.1.4 Customer Responsibilities

- Provide necessary customer details for onboarding:

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  - Agency name.
  - Email domain.
  - Associated domains.
  - Number of licenses purchased.
  - Auto/manual user provisioning.
  - Administrator contact details.
- Designate an agency administrator.
- New agency administrator signs into 10-21 CallManager to complete agency profile, including: dispatch telephone number, area code, timezone.
- Agency administrator invites new users or administrators. Users sign up through 10-21 Police Phone mobile app. Additional admins sign up through 10-21 CallManager site.

Note: New users with a domain matching the agency domain will automatically be associated to the customer instance.

3.2 Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at https:// www.motorolasolutions.com/product-termsare incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of _____

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5. Purchase Order Requirements (Customer check one only)

__Purchase Order is issued and attached.

__No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issues against this order, and that funding has been encumbered for this order in its entirety.

6. Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.

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Section 4

Product Description

The following software items are included in the first year payment and year's 2-5 ongoing maintenance and subscription:

- Vigilant Investigative LPR Applications
- Brazos XML Interface
- Command Central Community
- 10-21 Police Phone Plus
- CA State Crash Form 555
- 2 Weeks of On-Site Flex Training
- Data Replication Software
- Flex Software Maintenance

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Section 5

Pricing Summary

5.1 Pricing

Subscription Description	Price
Year 1 – Dec 1, 2025 – Nov 30, 2025	$160,000.00
Year 2 – Dec 1, 2026 – Nov 30, 2026	$140,000.00
Year 3 – Dec 1, 2027 – Nov 30, 2027	$140,000.00
Year 4 – Dec 1, 2028 – Nov 30, 2028	$140,000.00
Year 5 – Dec 1, 2029 – Nov 30, 2029	$140,000.00
Total 5-Year Maintenance and Subscription Fees Due (exclusive of tax):	**$720,000.00**

5.2 Pricing Detail

Description	Quantity	Term
Flex		
Core Integration		
HUB MAINENANCE - STANDARD	1	5 YEAR
IMAGING MAINTENANCE - STANDARD	1	5 YEAR
Computer-Aided Dispatch (CAD)		
CAD MAINTENANCE - STANDARD	1	5 YEAR
E9-1-1 INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
CAD MAPPING MAINTENANCE - STANDARD	1	5 YEAR
PREMISES AND HAZMAT MAINTENANCE - STANDARD	1	5 YEAR
Records Management System (RMS)		
DATA REPLICATION SOFTWARE MAINTENANCE- STANDARD	1	5 YEAR
LAW RECORDS MAINTENANCE - STANDARD	1	5 YEAR
IBR MAINTENANCE - STANDARD	1	5 YEAR
EVIDENCE MANAGEMENT MAINTENANCE - STANDARD	1	5 YEAR
EVIDENCE BARCODE & AUDITING – STANDARD	1	5 YEAR
TRAFFIC INFORMATION MAINTENANCE - STANDARD	1	5 YEAR
PAWNED PROPERTY MAINTENANCE - STANDARD	1	5 YEAR
Mobile Data Computing		

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MOBILE RECORDS MAINTENANCE - STANDARD	1	5 YEAR
MOBILE VOICELESS CAD MAINTENANCE - STANDARD	1	5 YEAR
MOBILE AVL AND MAPPING MAINTENANCE - STANDARD	1	5 YEAR
DRIVER LICENSE SCANNING MAINTENANCE - STANDARD	1	5 YEAR
MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD	1	5 YEAR
MOBILE ARREST FORM MAINTENANCE - STANDARD	1	5 YEAR
MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD	1	5 YEAR
MOBILE PREMISES AND HAZMAT MAINTENANCE - STANDARD	1	5 YEAR
FLEX TOUCH MAINTENANCE - STANDARD	1	5 YEAR
CA STATE CRASH FORM - MAINTENANCE - STANDARD	1	5 YEAR
Jail Management		
JAIL MANAGEMENT MAINTENANCE – STANDARD	1	5 YEAR
LIVE SCAN FINGERPRINTING INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
Resource Management		
PERSONNEL MANAGEMENT MAINTENANCE – STANDARD	1	5 YEAR
EQUIPMENT MAINTENANCE – STANDARD	1	5 YEAR
Additional Interfaces		
STATELINK MAINTENANCE - STANDARD	1	5 YEAR
BRAZOS INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
DATA WAREHOUSE INTERFACE MAINTENANCE – STANDARD	1	5 YEAR
XML LAW INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
Command Central		
COMMAND CENTRAL COMMUNITY	1	5 YEAR
Vigilant		
INVESTIGATIVE LPR COMMERCIAL DATA APPLICATIONS	1	5 YEAR
10-21 Police Phone Plus		
10-21 POLICE PHONE PLUS	1	5 YEAR
2 Weeks on Site Flex Training		
2 WEEKS ON SITE FLEX TRAINING	1	1 YEAR

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Customer Contact

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:	Simon Mikiewicz
Address:	6640 Beach Blvd, Buena Park, CA 90621
Phone:	714-562-3931
Email:	smikiewicz@bppd.com

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name:	Simon Mikiewicz
Address:	6640 Beach Blvd, Buena Park, CA 90621

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:	Simon Mikiewicz
Address:	6640 Beach Blvd, Buena Park, CA 90621
Phone:	714-562-3931

5.3 Payment Terms

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments, when due, in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones:

-100% of year 1 Maintenance and Subscription costs due upon Contract Execution (effective date).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

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Section 6

Contractual Documentation

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity purchasing Products (as defined below) from Motorola ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

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"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

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"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. **Services.**

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

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3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

Drone related Products

Comparison Manager

Data licensed from Motorola

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered

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in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

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4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $720,000.00, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

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Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

5.6. Inflation Adjustment. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5.7. Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

5.8. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.9. Delivery, Title and Risk of Loss**.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

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Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.10. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.11. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.12. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the

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Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the

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descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

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7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

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8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA,

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INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance**.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems

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or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the

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Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

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15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Lexington Insurance Company	19437
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Motorola Solutions, Inc.
Attn Stephanie Lampi
500 West Monroe
Chicago IL 60661 USA

COVERAGES **CERTIFICATE NUMBER:** 570115918210 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	TB2641005169075	07/01/2025	07/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY	Y	Y	AS2-641-005169-015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WA764D005169085	07/01/2025	07/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		All Other States				
B	(Mandatory in NH)			WC7641005169095	07/01/2025	07/01/2026	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WI			E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	E&O - Miscellaneous Professional-Primary			016006739 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2025	07/01/2026	Each Claim	$1,000,000
							Aggregate	$2,000,000

APPROVED
By Rebecca Valdez at 3:34 pm, Oct 01, 2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder, its elected officials, officers, agents, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the Automobile Liability and General Liability policies. Automobile Liability and General Liability policies evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. General Liability policy evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers Compensation, Automobile Liability and General Liability policies.

CERTIFICATE HOLDER

The City of Buena Park
6650 Beach Blvd.
Buena Park CA 90621 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570115918210

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

Name Of Additional Insured Person(s) Or Organization(s):	**Location(s) Of Covered Operations**
All Entities as required in writing prior to the date of loss	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II -** Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I -** Covered Autos Coverages of the Auto Dealers Coverage Form.

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Policy Number: AS2-641-005169-015
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:
Any written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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October 14, 2025
STUDY SESSION
Item No. 9A.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING BUENA PARK HIGH SCHOOL (BPHS) TREE PARTNERSHIP PROGRAM

PREPARED BY	PRESENTED BY
Joe Hunt, Public Works Manager	Joe Hunt, Public Works Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

DISCUSSION

In an effort to enhance the local urban forest and encourage youth and public investment in its success, staff is exploring a partnership with Buena Park High School's (BPHS) Agriculture Department. The partnership would allow students at BPHS to raise approximately 40 trees of multiple species from the sapling phase to a more mature tree. The process would include watering, trimming, fertilizing, and cultivating the trees in an orchard onsite at the school. The trees would be provided by the City and consist of a mix of species from the Approved Parkway Tree List (tree list). After approximately a year of care by BPHS students, the trees would be returned to the City and planted in either parkways or medians, likely on arterial streets where larger, more mature trees are preferred. Additionally, BPHS students could vote to request one additional tree from the City per year that is not on the tree list (pending final approval by City staff). When returned, this tree would be planted at a City park or facility.

The approximate cost of the program would be $2,500 per year. Proposed costs include 40 trees in 15-gallon size at $55/each, specialized shovels and tools to help the students care for the trees at $200, and $100 for the students to select a tree of their choice. It should be noted that the City typically plants parkways trees in the 15-gallon size, and purchasing trees in a larger size typically costs the City an extra $100-$150 per tree. Assuming most of the trees return in good condition, the program could be a net gain for the City financially.

This program was discussed by the Climate Action Commission on August 5, 2025, and the Commission recommended the City Council approve the concept. Attached to this report is a letter from the BPHS Agriculture Department's Teacher Advisors in support of the program.

Attachments

Buena Park FFA Tree - Line Project.pdf

Buena Park FFA Tree - Line Project

The Tree Line Project is a partnership between the City of Buena Park and the High School Agriculture Program that provides students with a unique, hands-on learning opportunity while supporting the city's sustainability goals. Students at the high school farm have built a tree line to house young trees, installed irrigation, and created a structured environment for growth. These trees will be kept on campus until they are strong enough to be transplanted into the Buena Park community.

As part of the project, students take on the responsibility of caring for the trees each day. Their jobs include watering and monitoring irrigation systems, pruning to encourage healthy structure, and removing weeds to reduce competition for nutrients and water. In addition, students will study the growth requirements of different tree species, gaining an understanding of how soil, water, sunlight, and nutrients influence plant health.

This project provides students with more than just horticultural skill, it offers real-world experience in agriculture, tree care, and environmental stewardship. By learning how to manage living plants, students are also exploring potential career pathways in horticulture, forestry, urban planning, and community landscape management. The work they do on campus directly prepares them for professional opportunities in agriculture and related fields.

The impact of this project extends beyond the classroom and into the community. Once the trees reach maturity, they will be transplanted into public spaces across Buena Park, where they will provide shade, improve air quality, and support local wildlife. The Tree Line Project strengthens the connection between students and their city, demonstrating how education and community service can come together to plant both trees and future leaders

Teacher Advisors

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October 14, 2025
STUDY SESSION
Item No. 9B.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING CLIMATE ACTION COMMISSION'S REVIEW OF PUBLIC TREE POLICY, URBAN FOREST MANAGEMENT PLAN, AND AN ORCHARD PILOT PROGRAM

PREPARED BY	PRESENTED BY
Joe Hunt, Public Works Manager	Joe Hunt, Public Works Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

DISCUSSION

On August 5, 2025, the Climate Action Commission (Commission) discussed the City's Public Tree Policy, Urban Forest Management Plan (UFMP), and a proposed Orchard Pilot Program at the request of Council Member Sonne. Upon review, the Commission voted to maintain the City's Public Tree Policy in its current form and recommended minor changes to the City's UFMP. The recommended amendments to the UFMP included updates to ensure alignment with the City's most recent Public Tree Policy, such as updates to the preferred species list; a reduced emphasis on maintaining species continuity along streets; and, the removal of the planting plan, which had previously specified particular tree species for designated locations identified during the UFMP's initial development.

The Commission also discussed the feasibility of a public Orchard Pilot Program. After reviewing the concept, the Commission expressed some concerns and concluded that it may not be the appropriate time to move forward. Commissioners acknowledged that while can orchards provide fruit and community benefits, they also require substantial ongoing maintenance, irrigation, and management of fallen fruit, pests, and public access — responsibilities the City is not currently equipped to support. Staff has recently been focused, at the request of the City Council, on planting, watering, and maintaining hundreds of new trees throughout the City. The Commission recommends that staff continue prioritizing the expansion and care of parkway trees, which provide immediate canopy, shade, carbon reduction, and community benefits.

If the Orchard Pilot Program were to move forward, it would likely require identifying a currently un-programmed open space within a City park for its establishment. To protect the orchard and its produce, the area would ideally be fenced to manage access and prevent vandalism or unauthorized harvesting. Successful operation would also require staff with experience in orchard or farm management - expertise the City does not currently have on staff. While some responsibilities could be supported by volunteers or contract services, overall coordination and ongoing maintenance would still require staff involvement. Additionally, distributing the harvest to the community would likely require collaboration between the Community Services Department and a local non-profit organization. Although the City currently operates a Community Garden, an orchard represents a distinct undertaking, which would require training for both staff and volunteers to ensure the program's success.

October 14, 2025
STUDY SESSION
Item No. 9C.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING CITY VIDEO SERVICES

PREPARED BY	PRESENTED BY
Jessica Fewer, Senior Management Analyst	Jessica Fewer, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

DISCUSSION

On May 3, 1982, the Buena Park Cable Foundation (BPCF), a 501(c)(3) non-profit tax-exempt public benefit corporation, was formed by the City Council to "foster and promote social and civic advancement through activities related to cable communications." The organization aimed to achieve this through producing, scheduling, and funding cable channel programming and awarding scholarships to college students who have a career interest in the communications field. The BPCF Board held regular board meetings to approve the budget, programming, scholarships, and other business. City Manager's Office staff supported the BPCF with day-to-day operations of the channel, production management, and other activities.

Over the years, the BPCF and the City Manager's Office managed and oversaw the operations and programming of the City's government access channel and awarded annual communications scholarships to local students. However, as time went on, changes to federal and state law relating to cable franchises, together with increasing limitations on the BPCF's revenue, continued to narrow the scope of the BPCF's activities. On July 26, 2022, the BPCF voted to dissolve and transfer its remaining activities and fund balance to the City. With City staff already managing most of the cable channel activities, including the budget, the transition to the City was fairly smooth.

Funding for video services comes from Public, Educational, and Governmental (PEG) fees and the General Fund. PEG fees are collected from cable company subscribers and remitted to the City to fund equipment and facilities related to the operation of the channel. These funds may only be used for capital costs like the purchase of related equipment, video broadcast facility upgrades, and similar infrastructure/hard costs. They may not be used to fund staff salaries, programming costs, or video productions. Typically, the City receives roughly $100,000 in PEG fees. Several video production facility upgrades have been funded with this revenue stream. Approximately $104,500 from the General Fund provides for staff salaries, annual scholarships, and other maintenance and operation items.

Prior to 2022, the BPCF used independent contractors for routine video productions, live event coverage, and City Council meeting broadcasts. A few student teams were also used for State of the City productions in a limited capacity. Ultimately, staff determined that bringing professional video services "in-house" would be more beneficial for the City as it would improve video quality, optimize production and live event scheduling, and provide more support for all production stages. In 2024, the City hired four professional videographers in the part-time Video Technician classification. Two of these positions are dedicated solely to broadcasting the City Council and Planning Commission Meetings. Currently, the City has a total of five Video Technicians working in a part-time capacity.

Staff also believes that having professional videographers on staff assists with control of rising production costs in the industry and is more efficient. For example, the City previously solicited bids from private video producers for two 60-second grant-funded tobacco PSAs. The estimates ranged from $8,500 (with no pre-production and limited post-production work performed) to $22,000 for a complete production. In contrast, each City Council Member's State of the City video, which were roughly 3 minutes each, ranged from $1,400 to $2,000 each. As always, more detailed, complex projects will require a higher cost per production, but those costs can be managed in-house much more effectively.

Since creating the Video Technician position, staff believes that the goals of enhanced video quality and production quantity have been met. Staff has also been able to attend more events to capture video clips for social media following the event and to capture stock footage for subsequent uses. For example, this year's State of the City compilation video featured nearly all video clips, something that had never been done before due to a limited video database. Additionally, staff has focused on more short-form videos, rather than the longer productions. For example, short-form videos were posted to social media and the BPTV channel for events such as the Construction & Career Fair, Summer Concerts, and Silverado Days. This is in line with current social media trends.

While program scheduling on the channel changes from week to week as new programs are filmed, the channel generally has programming scheduled from 5 AM to roughly 8 PM every day. Attachment 1 provides a sample scheduling line up. City Council meetings run for the two weeks between meetings and then are removed. When programming is not running, the City has a carousel that provides City updates, event flyers, and other information. It should be noted that staff posted a survey on the BPTV channel a few months back encouraging residents to provide feedback. To date, the City has not received any responses.

Going forward, staff plans to create more productions that highlight Buena Park, provide information to residents, and encourage residents to come to City events and programs. One example of this is a recent infomercial created to help customers navigate through the passport process. The video was created in conjunction with the City Clerk's Office and translated into Spanish and Korean. Another recent production is a three-part series that showcases the important work that the Homeless Outreach Team and Homeless Liaison Officers are doing in the community. A segment of this series will be shown at the study session. Staff also plans to partner with the Police Department in the near future to spotlight new public safety programs and initiatives.

Staff will continue to create and produce high-quality video productions to share with residents and businesses via the BPTV channel and the City's social media channels.

Staff is requesting the City Council receive and file this update or provide different direction.

Attachments

BPTV Typical Day Scheduling.pdf

BPTV Typical Day Scheduling

5:00 am City Council Meeting

8:00 am – 5:00 pm (on loop)

- Tobacco Ordinance
- SOTC Video –Ahn
- Silverado Days
- SOTC Video – Traut
- Passport Services
- SOTC Video – Hoque
- Cops N Goblins
- SOTC Video – Sonne
- Tobacco PSA
- SOTC Video – Franco
- Crimewatch
- The last 10 minutes of every hour are the channel slides promoting events, programs, social media, and cable channel survey.

5:00 pm – City Council Meeting