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

Tuesday, October 28, 2025, 5:00 PM
COUNCIL CHAMBER
6650 Beach Boulevard
Buena Park, CA 90621

**** Revised ****

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
— Reverend Dr. Joel Van Soelen, Anaheim Christian Reformed Church

1.D. PLEDGE OF ALLEGIANCE
— Matt Foulkes, Director of Community and Economic Development

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

2. PRESENTATIONS

2.A. PRESENTATION OF BUENA PARK YOUTH THEATRE FALL PRODUCTION OF ALL SHOOK UP

2.B. PROCLAMATION RECOGNIZING OCTOBER 2025 AS DOMESTIC VIOLENCE AWARENESS MONTH
— Presented to Kristal Landry, OC Family Justice Center Foundation

2.C. PROCLAMATION RECOGNIZING OCTOBER 5-11, 2025, AS FIRE PREVENTION WEEK
— Presented to Matt Schuetz, Division Chief, OCFA

2.D. EMPLOYEE TEN-YEAR SERVICE AWARD
— Presented to David Bernal, Police Sergeant, Buena Park Police Department

2.E. EMPLOYEE FIFTEEN-YEAR SERVICE AWARD
— Presented to Lisa Barr, Administrative Assistant, Buena Park Police Department

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. APPROVAL OF MINUTES

— Recommended Action: Approval of Minutes of the Regular City Council Meeting of September 23, 2025, Special City Council Meeting of October 1, 2025, and Special and Regular City Council Meetings of October 14, 2025.

4.B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: 1) Adopt resolutions approving the Claims and Demands.

4.C. TREASURER'S REPORT FOR THE MONTH OF SEPTEMBER 2025

— Recommended Action: Receive and file the reports.

4.D. PROCLAMATION RECOGNIZING OCTOBER 5-11, 2025, AS FIRE PREVENTION WEEK

— Recommended Action: Approve Proclamation.

4.E. PROCLAMATION RECOGNIZING OCTOBER 2025 AS DOMESTIC VIOLENCE AWARENESS MONTH

— Recommended Action: Approve Proclamation.

4.F. FINAL PAYMENT TO PPC SERVICE, INC. FOR THE OCFA FIRE STATION 63 HVAC IMPROVEMENTS PROJECT

— Recommended Action: 1) Accept the project as complete and approve a final payment to PPC Service, Inc. in the amount of $15,936.61; and 2) Direct the Public Works Department to file a Notice of Completion.

4.G. PROFESSIONAL SERVICES AGREEMENT WITH BUCKNAM INFRASTRUCTURE GROUP, INC. FOR THE CITYWIDE PAVEMENT MANAGEMENT PROGRAM (PMP)

— Recommended Action: 1) Approve a Professional Services Agreement (PSA) in the amount of $56,996 with Bucknam Infrastructure Group, Inc. to update the City’s Pavement Management Program (PMP); 2) Appropriate $56,996 from the Undesignated Gas Tax Fund to the Pavement Management Program (PMP) account for this purpose; 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 the City Clerk to execute the agreement.

4.H. LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) TO RENEW LAND USE LICENSE FOR THE RIGHT-OF-WAY BETWEEN WESTERN AVENUE AND BEACH BOULEVARD

— Recommended Action: 1) Approve a five-year license agreement with Southern California Edison (SCE) for use of its right-of-way, east of Western Avenue to Beach Boulevard, in the amount of $215,704.17; 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. APPROVE AGREEMENTS WITH THE AMERICAN RED CROSS (ARC) FOR THE PROVISION OF DISASTER SHELTER SERVICES AT THE BUENA PARK COMMUNITY CENTER AND EHLERS EVENT CENTER IN THE EVENT OF AN EMERGENCY

— Recommended Action: 1) Approve an agreement with the American Red Cross (ARC) for a disaster shelter location at the Buena Park Community Center; 2) Approve an agreement with the American Red Cross (ARC) for two disaster shelter locations (Heritage Hall, Ruth Walp Hall) at the Ehlers Event Center; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreements; and, 4) Authorize the City Manager and City Clerk to execute the agreements.

4.J. AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH MERCHANTS LANDSCAPING INC. FOR CITYWIDE LANDSCAPING SERVICES

— Recommended Action: 1) Approve Amendment No. 2 to the Agreement with Merchants Landscaping Services, Inc. ("Merchants") for landscaping services from January 1, 2026, through March 31, 2026; 2) Authorize the City Manager and City Attorney to make any necessary non-monetary changes to the amendment; and, 3) Authorize the City Manager and the City Clerk to execute the amendment.

4.K. APPROVE BUDGET APPROPRIATION TO REALLOCATE FUNDS TO EXPAND THE AIR QUALITY MANAGEMENT DISTRICT RIDESHARE BENEFITS PROGRAM

— Recommended Action: 1) Approve a budget appropriation of $10,000 from AB 2766 Fund for employee rideshare program.

4.L. APPROVE BUDGET APPROPRIATION IN THE AMOUNT OF $50,000 FOR NON-PROFIT LEGAL AID SERVICES

— Recommended Action: 1) Approve a budget appropriation of $50,000 from the General Fund for non-profit legal aid benefiting City residents.

5. NEW BUSINESS

5.A. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC. FOR THE FRIENDSHIP PARK IMPROVEMENT PROJECT PLANS, SPECIFICATIONS, AND ESTIMATE

Presented by Hysun Lee, Assistant Engineer

— Recommended Action: 1) Approve a Professional Services Agreement (PSA) in the amount of $316,920 with RJM Design Group, Inc. (RJM) for the Friendship Park Improvement Project Plans, Specifications, and Estimate; 2) Appropriate $316,920 from the Undesignated General Fund to the Friendship Park Improvement Project account for this purpose; 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 the City Clerk to execute the agreement.

5.B. PROFESSIONAL SERVICES AGREEMENT WITH BOA ARCHITECTURE FOR THE DESIGN SERVICES OF THE PEAK PARK POOL BUILDING RENOVATIONS PROJECT

Presented by Jason Tran, Associate Engineer

— Recommended Action: 1) Approve a Professional Services Agreement (PSA) in the amount of $236,000 with BOA Architecture for design services for the Peak Park Pool Building Renovations 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. REORGANIZATION PLAN FOR THE COMMUNITY SERVICES DEPARTMENT TO ADD ONE LIMITED-TERM, FULL-TIME COMMUNITY SERVICES COORDINATOR POSITION TO COORDINATE THE EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP)

Presented by Rebecca Valdez, Human Resources Manager

— Recommended Action: 1) Approve a Limited-Term, Full-Time Community Services Coordinator position; and 2) Approve a budget amendment in the amount of $141,000 from the undesignated general fund balance.

5.D. AMENDED AND RESTATED EMPLOYMENT AGREEMENTS BETWEEN THE CITY AND POLICE CHIEF FRANK NUNES

Presented by Eddie Fenton, Assistant City Manager/Director of Human Resources

— Recommended Action: 1) Approve amended and restated employment agreements between the City of Buena Park and Frank Nunes; and 2) Authorize the City Manager and City Clerk to sign the Police Chief agreements.

5.E. ORDINANCE AMENDING SECTION 10.24.040 OF THE BUENA PARK MUNICIPAL CODE RELATING TO TEMPORARY PARKING FOR THE LOADING / UNLOADING OF RECREATIONAL VEHICLES

Presented by Christopher G. Cardinale, City Attorney

— Recommended Action: 1) Adopt an Ordinance amending Title 10 of the Buena Park Municipal Code establishing parking of recreational vehicles, unattached trailers and oversized vehicles on city streets.

6. PUBLIC HEARING

Public Hearings are held at 6:00 PM

6.A. ORDINANCE AMENDING PORTIONS OF TITLE 19 (ZONING) DIVISION 5 (COMMERCIAL AND INDUSTRIAL ZONES) OF THE BUENA PARK MUNICIPAL CODE

Presented by Ian McAleese, Senior Planner

— Recommended Action: 1) Adopt an Ordinance amending Title 19 (Zoning) Division 5 (Commercial and Industrial Zones) of the Buena Park Municipal Code (BPMC) regarding uses permitted and special requirements for certain uses within the commercial zones.

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. TOURISM MARKETING UPDATE AND ECONOMIC IMPACT SUMMARY
Presented by Sara Copping, Visit Buena Park Director

9.B. DISCUSS AND PROVIDE DIRECTION REGARDING METERED PARKING ON SECTIONS OF STANTON AVENUE AND GRAND AVENUE
Presented by Norm Wray, Senior Engineering Technician

9.C. DISCUSS AND PROVIDE DIRECTION REGARDING A LEGISLATIVE RECESS IN THE MONTH OF JULY
Presented by Eddie Fenton, Assistant City Manager

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 27, 2025

October 28, 2025
CONSENT CALENDAR
Item No. 4A.

City Council Agenda Report

APPROVAL OF MINUTES

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

RECOMMENDED ACTION

Approve the Minutes of the Regular City Council Meeting of September 23, 2025, Special City Council Meeting of October 1, 2025, and Special and Regular City Council Meetings of October 14, 2025.

Attachments

Minutes to be provided.pdf

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK

Regular City Council Meeting of September 23, 2025, Special City Council Meeting of October 1, 2025, and Special and Regular City Council Meetings of October 14, 2025.

(TO BE PROVIDED)

October 28, 2025
CONSENT CALENDAR
Item No. 4B.

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

1) Adopt resolutions approving the Claims and Demands.

Attachments

Claims 432876-433080 reso.pdf
Claims 432876-433080 att1of2 resolist.pdf
Claims 432876-433080 att2of2 voids.pdf
Claims PR101725 reso.pdf
Claims PR101725 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 $2,482,321.83 DEMAND NOS., 432876 THROUGH 433080 CANCELLED NOS 429770 AND 432690 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. 432876 through 433080 the sum of $2,482,321.83 set forth on the 16-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 '20250925 00:00:00.000' and '20251008 00:00:00.000'
ACCOUNTING PERIOD: 4/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO		ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	429770	V	03/26/25	10013499	EWING IRRIGATION PRODUCT	860810	BACKFLOW REPLACEMENT	0.00	-2,700.58
1011	429770	V	03/26/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	-2,772.68
1011	429770	V	03/26/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	-2,797.71
1011	429770	V	03/26/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	-484.19
1011	429770	V	03/26/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	-528.20
1011	429770	V	03/26/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	-283.98
TOTAL CHECK								0.00	-9,567.34
1011	432690	V	09/24/25	00005287	CALIFORNIA WATER ENVIRON	452410	ANDREW MOJARRO GR.1	0.00	-124.00
1011	432876		10/08/25	10005077	JAVIER GOMEZ	731150	CFORMS/WEB APP/OCT25	0.00	475.00
1011	432877		10/08/25	10003794	A T & T	170670	9391026056 SEP-25	0.00	31.41
1011	432877		10/08/25	10003794	A T & T	650302	9391050275 SEP-25	0.00	61.27
1011	432877		10/08/25	10003794	A T & T	650302	9391031455 SEP-25	0.00	207.69
1011	432877		10/08/25	10003794	A T & T	650302	9391031458 SEP-25	0.00	310.80
1011	432877		10/08/25	10003794	A T & T	170670	9391054290 SEP-25	0.00	31.41
1011	432877		10/08/25	10003794	A T & T	126143	9391026072 SEP-25	0.00	31.41
1011	432877		10/08/25	10003794	A T & T	126143	9391026070 SEP-25	0.00	61.27
1011	432877		10/08/25	10003794	A T & T	170670	9391026049 SEP-25	0.00	216.67
1011	432877		10/08/25	10003794	A T & T	660241	9391026088 SEP-25	0.00	240.38
1011	432877		10/08/25	10003794	A T & T	170670	9391036465 SEP-25	0.00	458.26
TOTAL CHECK								0.00	1,650.57
1011	432878		10/08/25	10012737	A T & T	650303	LEA TRACK#25-27992	0.00	500.00
1011	432879		10/08/25	00000002	PROFESSIONAL POLICE SUPP	651427	#156/BRO-RAM-ENF, DOOR	0.00	1,036.00
1011	432879		10/08/25	00000002	PROFESSIONAL POLICE SUPP	651427	SHIPPING	0.00	185.00
1011	432879		10/08/25	00000002	PROFESSIONAL POLICE SUPP	651427	TAX	0.00	80.29
1011	432879		10/08/25	00000002	PROFESSIONAL POLICE SUPP	651427	#999/9999 - 735/RK30 3	0.00	1,115.30
1011	432879		10/08/25	00000002	PROFESSIONAL POLICE SUPP	651427	TAX	0.00	86.44
TOTAL CHECK								0.00	2,503.03
1011	432880		10/08/25	00003929	AFLAC	73	SEPT-25 CHARGES	0.00	6,213.66
1011	432881		10/08/25	00005342	AGA ENGINEERS, INC.	590188	DESIGN SVC HSIP/JUL25	0.00	2,962.76
1011	432881		10/08/25	00005342	AGA ENGINEERS, INC.	590188	DESIGN SVC HSIP/AUG25	0.00	15,419.76
TOTAL CHECK								0.00	18,382.52
1011	432882		10/08/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	PHYS/HEP B VAC SEP25	0.00	2,765.00
1011	432882		10/08/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	PHYS/HEP B VAC/SEP-25	0.00	3,620.00
TOTAL CHECK								0.00	6,385.00
1011	432883		10/08/25	10003198	ALL CITY MANAGEMENT SERV	550502	SCH CRS GRD 8/31-9/13	0.00	10,834.56
1011	432884		10/08/25	10013453	ALTA LANGUAGE SERVICES I	121110	TEST (IVR) SPANISH	0.00	196.00
1011	432885		10/08/25	00009407	AMERICAN TRUCK & TOOL RE	560211	CONCRETE	0.00	303.12
1011	432886		10/08/25	00009015	TAJEN GRAPHICS, INC	11	CUL FEST BANNER	0.00	76.13
1011	432887		10/08/25	00001176	ASSOCIATED SALES AND BAG	650308	ITEM # 117-60W, WRITE	43.63	542.23

SELECTION CRITERIA: transact.trans_date between '20250925 00:00:00.000' and '20251008 00:00:00.000'
ACCOUNTING PERIOD: 4/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432887	10/08/25	00001176	ASSOCIATED SALES AND BAG	650308	ITEM # 117-53W, WRITE-	20.17	250.67
1011	432887	10/08/25	00001176	ASSOCIATED SALES AND BAG	650308	FREIGHT	0.00	147.57
TOTAL CHECK							63.80	940.47
1011	432888	10/08/25	00002638	AUTOLIFT SERVICES, INC.	171710	ANNUAL LIFT INSPECTIO	0.00	1,560.00
1011	432889	10/08/25	10009177	AVALON TRANSPORTATION, L	275210	SOLVANG EXCURSION-25	0.00	2,557.00
1011	432890	10/08/25	10008010	AXON ENTERPRISE, INC.	650208	2026 CONF 4/7-10/26	0.00	2,596.00
1011	432891	10/08/25	10008034	BADEN SPORTS, INC	275150	#0A275YS-00, ADULT SOF	0.00	2,179.80
1011	432891	10/08/25	10008034	BADEN SPORTS, INC	275150	TAX	0.00	190.74
TOTAL CHECK							0.00	2,370.54
1011	432892	10/08/25	00003499	BARR & CLARK ENVIRONMENT	126128	10365 DIANE AVE.NGUYE	0.00	450.00
1011	432893	10/08/25	10007722	SELF INSURED SERVICES CO	73	LTD & LIFE INS/SEP-25	0.00	3,833.54
1011	432893	10/08/25	10007722	SELF INSURED SERVICES CO	73	LTD & LIFE INS/SEP-25	0.00	6,224.84
TOTAL CHECK							0.00	10,058.38
1011	432894	10/08/25	10013139	CHRISTINA BELTRAN	650208	REIMB TUIT UAG TEST	0.00	175.00
1011	432895	10/08/25	10006864	SELF INSURED SERVICES CO	73	DENTAL/SEPT-25	0.00	23,519.70
1011	432896	10/08/25	10007684	BEST LAWNMOWER, INC	860810	SUPPLIES	0.00	403.36
1011	432896	10/08/25	10007684	BEST LAWNMOWER, INC	560640	SUPPLIES	0.00	171.76
TOTAL CHECK							0.00	575.12
1011	432897	10/08/25	10011115	BLANK ROME LLP	110105	BA HOTEL/RESORT/AUG25	0.00	210.00
1011	432897	10/08/25	10011115	BLANK ROME LLP	110105	BUTTERFLY PAV/AUG-25	0.00	28,380.08
TOTAL CHECK							0.00	28,590.08
1011	432898	10/08/25	10008391	LESLIE BOCKIAN	275120	SELF DEFENSE	0.00	93.76
1011	432899	10/08/25	00000011	MANHATTAN STITCHING COMP	101101	#L658 - EMBROIDERED IT	0.00	46.00
1011	432899	10/08/25	00000011	MANHATTAN STITCHING COMP	101101	SALES TAX	0.00	11.03
1011	432899	10/08/25	00000011	MANHATTAN STITCHING COMP	101101	#L658 - EMBROIDERED IT	0.00	80.00
TOTAL CHECK							0.00	137.03
1011	432900	10/08/25	00010646	IVAN RODRIGUEZ	171710	WINDOW TINT	0.00	175.00
1011	432900	10/08/25	00010646	IVAN RODRIGUEZ	171710	WINDOW TINT	0.00	175.00
TOTAL CHECK							0.00	350.00
1011	432901	10/08/25	00000759	BUENA PARK PLAQUE & TROP	275210	CUTURE FEST RIBBONS	0.00	42.41
1011	432901	10/08/25	00000759	BUENA PARK PLAQUE & TROP	275105	YOUTH GOV BANNER	0.00	304.50
TOTAL CHECK							0.00	346.91
1011	432902	10/08/25	10012596	CALIF. ASSOC. OF CODE EN	631140	ROBERT CAVENS MBR.	0.00	100.00
1011	432902	10/08/25	10012596	CALIF. ASSOC. OF CODE EN	631140	ERNESTINE ZAPIEN/MBR.	0.00	100.00
1011	432902	10/08/25	10012596	CALIF. ASSOC. OF CODE EN	631140	SANDRA NAVARRO MBR.	0.00	100.00
TOTAL CHECK							0.00	300.00

SELECTION CRITERIA: transact.trans_date between '20250925 00:00:00.000' and '20251008 00:00:00.000'
ACCOUNTING PERIOD: 4/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432903	10/08/25	00000407	CAMERON WELDING SUPPLY I	171710	OXYGEN	0.00	28.00
1011	432903	10/08/25	00000407	CAMERON WELDING SUPPLY I	171710	IND GASES	0.00	286.00
TOTAL CHECK							0.00	314.00
1011	432904	10/08/25	10013023	LOLANI CAMPOS	650208	WLLE-25 CF 9/2-5/25	0.00	534.96
1011	432905	10/08/25	10014600	FRANCES CAPISTRANO	160105	REIMB/NOTARY FEES	0.00	76.14
1011	432906	10/08/25	10004469	CERRITOS DODGE CHRYSLER	171710	A/C LINE	0.00	143.99
1011	432906	10/08/25	10004469	CERRITOS DODGE CHRYSLER	171710	MOTOR MOUNTS	0.00	279.20
1011	432906	10/08/25	10004469	CERRITOS DODGE CHRYSLER	171710	MOTOR MOUNT	0.00	139.60
1011	432906	10/08/25	10004469	CERRITOS DODGE CHRYSLER	171710	FAN MOTOR	0.00	323.10
1011	432906	10/08/25	10004469	CERRITOS DODGE CHRYSLER	171710	RADIATOR/FAN MOTOR	0.00	985.38
1011	432906	10/08/25	10004469	CERRITOS DODGE CHRYSLER	171710	MOTOR MOUNT	0.00	139.60
1011	432906	10/08/25	10004469	CERRITOS DODGE CHRYSLER	171710	KEY FOB SOFTWARE	0.00	50.00
TOTAL CHECK							0.00	2,060.87
1011	432907	10/08/25	10014450	CHANIN KELLY-RAE CONSULT	121110	WK PLACE INCLUSION	0.00	5,875.00
1011	432908	10/08/25	10012931	CHARTER COMMUNICATIONS	170670	188676301 SEP-25	0.00	339.15
1011	432909	10/08/25	10012931	CHARTER COMMUNICATIONS	170670	188676701 SEP-25	0.00	118.49
1011	432910	10/08/25	10012931	CHARTER COMMUNICATIONS	170670	188676901 SEP-25	0.00	200.00
1011	432911	10/08/25	10012931	CHARTER COMMUNICATIONS	275305	222866301 SEP-25	0.00	1,099.00
1011	432912	10/08/25	10004847	ARIANA CHAVEZ	275105	REIMB/PROG SUPPLIES	0.00	71.04
1011	432913	10/08/25	10013748	YONG CHOI	275120	I LOVE SUN DO/FALL-25	0.00	33.25
1011	432914	10/08/25	10014503	CITY ELECTRIC SUPPLY	170670	HARDWARE	0.00	813.52
1011	432914	10/08/25	10014503	CITY ELECTRIC SUPPLY	170670	HARDWARE	0.00	234.68
TOTAL CHECK							0.00	1,048.20
1011	432915	10/08/25	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLES AUG 25	0.00	3,762.50
1011	432915	10/08/25	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLES JUN 25	0.00	2,632.00
TOTAL CHECK							0.00	6,394.50
1011	432916	10/08/25	10006450	COLONIAL LIFE	73	INS PREMIUM/SEPT-25	0.00	554.62
1011	432917	10/08/25	10014559	SANTIAGO HURTADO	650204	EXHIBIT STANDING DISPL	344.88	4,794.88
1011	432918	10/08/25	10011250	CONTROL AIR ENTERPRISES	106131	HVAC REPAIR	0.00	1,494.00
1011	432919	10/08/25	10002389	COUNTY OF ORANGE TREASUR	550502	CITES SUR CHG/AUG-25	0.00	12,957.00
1011	432920	10/08/25	10002389	COUNTY OF ORANGE TREASUR	650404	MO DIV CHARGES/JUL-25	0.00	213.34
1011	432921	10/08/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	221.50
1011	432921	10/08/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	249.18
1011	432921	10/08/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	22.15

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432921	10/08/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	22.15
1011	432921	10/08/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	48.90
1011	432921	10/08/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	181.41
1011	432921	10/08/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	185.72
1011	432921	10/08/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	240.33
TOTAL CHECK							0.00	1,171.34
1011	432922	10/08/25	00002728	DANIELS TIRE SERVICE	171710	TIRES	0.00	903.40
1011	432923	10/08/25	00006873	DELTA MOTOR COMPANY INC.	396857	BOISSERANC WELL PUMP R	603.75	7,503.75
1011	432923	10/08/25	00006873	DELTA MOTOR COMPANY INC.	396857	LABOR COST	0.00	7,985.00
TOTAL CHECK							603.75	15,488.75
1011	432924	10/08/25	10013295	DJE SOUND & LIGHTING, IN	275210	AUDIO - 1 ALLEN & HEAT	0.00	2,642.50
1011	432924	10/08/25	10013295	DJE SOUND & LIGHTING, IN	275210	LIGHTING - 4 SEVEN BAT	0.00	1,378.50
1011	432924	10/08/25	10013295	DJE SOUND & LIGHTING, IN	275210	MISC - 1 CANOPY- 10' X	0.00	197.50
1011	432924	10/08/25	10013295	DJE SOUND & LIGHTING, IN	275210	AUDIO SECOND STAGE - 4	0.00	695.00
1011	432924	10/08/25	10013295	DJE SOUND & LIGHTING, IN	275210	POWER - 1 AC- 6 CIRCUI	0.00	105.00
1011	432924	10/08/25	10013295	DJE SOUND & LIGHTING, IN	275210	LABOR - 1 (A1) AUDIO E	0.00	4,350.00
1011	432924	10/08/25	10013295	DJE SOUND & LIGHTING, IN	275210	DELIVERY - 1 DELIVERY	0.00	750.00
1011	432924	10/08/25	10013295	DJE SOUND & LIGHTING, IN	275210	TAX	0.00	388.93
TOTAL CHECK							0.00	10,507.43
1011	432925	10/08/25	10008875	THOMAS F. DONINI	275315	DJ SVCS 10/4/25	0.00	400.00
1011	432926	10/08/25	10014485	DUTHIE ELECTRIC SERVICE	170670	SERVICE CALL	0.00	1,493.63
1011	432927	10/08/25	10014561	EDGESOFT, INC	190062	SOFTWARE SUBS/SEP25	0.00	103,780.00
1011	432928	10/08/25	10004665	EMERGENCY LIGHTING EQUIP	170670	SERVICE CALL	0.00	1,050.00
1011	432928	10/08/25	10004665	EMERGENCY LIGHTING EQUIP	170670	LIGHTING MAINT	0.00	1,500.00
TOTAL CHECK							0.00	2,550.00
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	31.02
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	16.07
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	386.42
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	CREDIT MEMO	0.00	-3.84
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	26.89
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	166.35
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	283.98
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	484.19
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	528.20
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	2,772.68
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	2,797.71
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	BACKFLOW REPLACEMENT	0.00	2,700.58
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	560641	QUOTE 21991480	104.78	1,302.33
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	560641	24040510 AG 9-4 ARBOR	39.14	486.44
1011	432929	10/08/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	1,274.38
TOTAL CHECK							143.92	13,253.40
1011	432930	10/08/25	10004626	EXPEDIA, INC.	995100	APR-SEP-25 ADS	0.00	50,000.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432931	10/08/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	CANISTER VENT	0.00	54.78
1011	432931	10/08/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	VALVE	0.00	58.69
1011	432931	10/08/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	30.36
1011	432931	10/08/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BLOWER MOTOR	0.00	248.05
1011	432931	10/08/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FREON/BRAKE PARTS	0.00	443.11
1011	432931	10/08/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	GREASE/FILTER	0.00	167.18
1011	432931	10/08/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AIR FILTER	0.00	37.77
1011	432931	10/08/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BRAKE HARDWARE	0.00	60.56
1011	432931	10/08/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	ROTORS/SEALS	0.00	363.63
TOTAL CHECK							0.00	1,464.13
1011	432932	10/08/25	00003881	FERGUSON ENTERPRISES, IN	170670	PLUMBING	0.00	1,564.19
1011	432932	10/08/25	00003881	FERGUSON ENTERPRISES, IN	170670	PLUMBING	0.00	1,909.36
1011	432932	10/08/25	00003881	FERGUSON ENTERPRISES, IN	170670	PLUMBING	0.00	504.63
TOTAL CHECK							0.00	3,978.18
1011	432933	10/08/25	10006064	FEWER FIRES, LLC	170670	ANNUAL CERTIFICATION	0.00	2,419.84
1011	432934	10/08/25	10003190	FOOD 4 LESS	275605	SUPPLIES WINGS PROGRA	0.00	156.24
1011	432934	10/08/25	10003190	FOOD 4 LESS	275405	COFFEE CUPS	0.00	22.76
1011	432934	10/08/25	10003190	FOOD 4 LESS	275210	BREAK ROOM	0.00	101.54
1011	432934	10/08/25	10003190	FOOD 4 LESS	275605	SUPPLIES WINGS PROGRA	0.00	66.08
1011	432934	10/08/25	10003190	FOOD 4 LESS	275130	FATHER/DAUGHTER DANCE	0.00	39.96
TOTAL CHECK							0.00	386.58
1011	432935	10/08/25	10001966	FORENSIC NURSE SPECIALIS	650402	DV EX CASE#25-31124	0.00	600.00
1011	432936	10/08/25	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011	432937	10/08/25	10002147	FUJITEC AMERICA, INC.	170670	ELEVATOR MAINT	0.00	478.53
1011	432938	10/08/25	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT	0.00	251.21
1011	432938	10/08/25	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO	0.00	339.30
1011	432938	10/08/25	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	1,014.64
1011	432938	10/08/25	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	222.94
1011	432938	10/08/25	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	216.41
1011	432938	10/08/25	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	188.14
1011	432938	10/08/25	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT	0.00	299.06
1011	432938	10/08/25	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO	0.00	299.06
1011	432938	10/08/25	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	315.38
TOTAL CHECK							0.00	3,146.14
1011	432939	10/08/25	00000768	CITY OF FULLERTON	560230	AUTO CT/ROSECRN/MAGNO	0.00	3,955.92
1011	432940	10/08/25	10014608	RONIE GALABO	11	REF/DEPOSIT#R11876	0.00	500.00
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	171710		0.00	19.42
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	275150	MISC SUPPLIES	0.00	95.63
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	171710	HARDWARE	0.00	167.42
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	171710	MISC. HARDWARE	0.00	201.85
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	171710	HARDWARE	0.00	45.15
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	352363	CONCRETE	0.00	77.92

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	341.44
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	352570	SAFETY REPAIR	0.00	54.74
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	59.04
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	77.15
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	275150	SOCCER PAINT	0.00	117.32
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	352363	HAND TOOLS	0.00	32.35
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	106.55
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	860815	GRAFFIT	0.00	119.96
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	105.03
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	31.93
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	275405	TOT TIME	0.00	63.80
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	275305	WOOD SUPPLIES	0.00	200.00
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	278.23
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	328.93
1011	432941	10/08/25	00002166	GANAHL LUMBER CORP	275405	VETERANS BLOCKS	0.00	464.43
TOTAL CHECK							0.00	2,988.29
1011	432942	10/08/25	10011838	GEORGE HILLS COMPANY, IN	107420	MMSEA FT.FE OCT-DEC25	0.00	7,003.00
1011	432943	10/08/25	10006406	GRAFIX SYSTEMS	171710	DECALS - P2	0.00	1,042.08
1011	432943	10/08/25	10006406	GRAFIX SYSTEMS	171710	V-7 DECALS	0.00	1,282.94
TOTAL CHECK							0.00	2,325.02
1011	432944	10/08/25	00000055	GRAINGER INC	171710	PRESSURE SWIVEL	0.00	299.01
1011	432944	10/08/25	00000055	GRAINGER INC	352363	OIL RESERVOIR PUMPS	0.00	298.80
TOTAL CHECK							0.00	597.81
1011	432945	10/08/25	00005680	CINDY GRISWOLD	275405	CPR 1ST AID/FALL25	0.00	47.88
1011	432946	10/08/25	10011088	GROUP DELTA CONSULTANTS,	590004	PAVE REHAB/AUG-25	0.00	3,215.00
1011	432947	10/08/25	10014609	PATRICK HARVEY	275150	SCOREKEP 8/5-9/12/25	0.00	153.00
1011	432948	10/08/25	10012288	HASA INC.	860820	CHEMICALS	0.00	942.49
1011	432949	10/08/25	00002854	VERONICA HOCHEDE	275305	BALLROOM SUMMER-25	0.00	946.88
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	352567	TOOLS	0.00	63.51
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	352363	SMALL TOOLS	0.00	117.60
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	352363	BLANKET	0.00	152.40
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	352363	HARDWARE HOLDER	0.00	71.52
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	352363	HARDWARE HOLDER	0.00	109.37
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	632110	TRASH CAN	0.00	48.46
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	53.85
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	55.97
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	352363	SAW TRAILER	0.00	74.86
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	147.01
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	352570	ACCESSORIES	0.00	103.30
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	352570	SAFETY GEAR	0.00	124.67
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	452410	REPAIR ITEMS	0.00	153.15
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	275210	FLAG POLES CULTUREFES	0.00	378.07
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	275210	CULTUREFEST SUPPLIES	0.00	50.49

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	275160	PICKLEBALL	0.00	123.37
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	632110	TOOL BAG	0.00	21.53
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	352363	FLASHLIGHT	0.00	32.29
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	129.04
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	860810	IRRIGATION	0.00	57.30
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	170670	CREDIT MEMO	0.00	-67.09
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	23.67
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	71.57
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	153.26
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	169.33
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	170670	SCAFFOLD OUTRIGGERS	0.00	263.16
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	352363	TOOLS	0.00	214.42
1011	432951	10/08/25	00000057	HOME DEPOT / GECF	860815	GRAFFITI	0.00	242.51
TOTAL CHECK							0.00	3,138.59
1011	432952	10/08/25	00007685	ALEX HONG	650208	SLI564 S1 10/16-18/25	0.00	384.00
1011	432953	10/08/25	10014593	HOPE DOG TRAINING	650405	K9 ADAM BOARDING	0.00	860.00
1011	432953	10/08/25	10014593	HOPE DOG TRAINING	650405	K9 ADAM BOARDING	0.00	520.00
TOTAL CHECK							0.00	1,380.00
1011	432954	10/08/25	00000060	HOSE MAN INC	452410	SUCTION HOSE	0.00	140.61
1011	432955	10/08/25	10009091	HUE C LUU	731150	ENG SVCS/OCT-25	0.00	6,710.00
1011	432956	10/08/25	10012486	IDI, LLC	650605	FLAT RATE CONTACT	0.00	140.00
1011	432957	10/08/25	10003063	INTERNATIONAL E-Z UP, IN	650204	#PR3F10WH - PYRAMID, 1	41.82	519.82
1011	432957	10/08/25	10003063	INTERNATIONAL E-Z UP, IN	650204	#PRT1010FBD - PYRAMID,	121.80	1,513.80
1011	432957	10/08/25	10003063	INTERNATIONAL E-Z UP, IN	650204	#TT06FBD - 6' TABLE TH	31.33	389.33
1011	432957	10/08/25	10003063	INTERNATIONAL E-Z UP, IN	650407	#PR3F10WH - PYRAMID, 1	20.92	259.92
1011	432957	10/08/25	10003063	INTERNATIONAL E-Z UP, IN	650407	#PRT1010FBD - PYRAMID,	60.90	756.90
1011	432957	10/08/25	10003063	INTERNATIONAL E-Z UP, IN	650407	#TT06FBD - 6' TABLE TH	15.66	194.66
TOTAL CHECK							292.43	3,634.43
1011	432958	10/08/25	10014537	JACHOWSKI, GRACE	52	UB REFUND	0.00	159.94
1011	432959	10/08/25	00009561	TRADITIONAL AUTO SUPPLY	171710	A/C HOSE	0.00	55.26
1011	432959	10/08/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERY	0.00	237.50
1011	432959	10/08/25	00009561	TRADITIONAL AUTO SUPPLY	171710	OIL SEALS	0.00	16.84
1011	432959	10/08/25	00009561	TRADITIONAL AUTO SUPPLY	171710	DUST CAP/SWITCH	0.00	68.69
1011	432959	10/08/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BLOWER MOTOR	0.00	100.61
TOTAL CHECK							0.00	478.90
1011	432960	10/08/25	10008297	ADRIA JIMENEZ	115110	WE LEAD PILATES CLASS	0.00	300.00
1011	432960	10/08/25	10008297	ADRIA JIMENEZ	101101	COMMISSION SUPPLIES	0.00	98.92
TOTAL CHECK							0.00	398.92
1011	432961	10/08/25	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	3,137.33
1011	432962	10/08/25	00000674	RICHARD D. JONES A PROF.	650402	PD MATTERS/AUG-25	0.00	5,569.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432963	10/08/25	10010506	KOREAN COMMUNITY SERVICE	651617	OPIOID SVCS/SEPT-25	0.00	14,659.00
1011	432964	10/08/25	00010289	WONDRIES AUTOMOTIVE, INC	171710	ONE 2025 KIA NIRO EX	0.00	35,429.25
1011	432965	10/08/25	10014589	KYONG YU KIM	731105	REBATE ELECT EQUIP	0.00	49.00
1011	432966	10/08/25	10012628	MARIE KNIGHT	121110	CUST.SVC TRG 9/30/25	0.00	5,500.00
1011	432967	10/08/25	10003543	MOLLY H. KNOX	275305	EXERCISE CLS/SUMMER25	0.00	135.00
1011	432968	10/08/25	10007915	LANAIR GROUP, LLC	126143	365 RENEW SVCS/OCT25	0.00	2,232.00
1011	432969	10/08/25	00007523	LEGAL SHIELD, INC	73	SEPT-25 CHARGES	0.00	91.60
1011	432970	10/08/25	10013199	JOSEPH LOVETERE	650407	MMBTH BRE 10/20-24/25	0.00	640.00
1011	432971	10/08/25	00000077	LU'S LIGHTHOUSE INC	171710	WIPER BLADES	0.00	85.93
1011	432971	10/08/25	00000077	LU'S LIGHTHOUSE INC	171710	STOCK ORDER	0.00	208.42
1011	432971	10/08/25	00000077	LU'S LIGHTHOUSE INC	171710	WIPER BLADES	0.00	37.30
TOTAL CHECK							0.00	331.65
1011	432972	10/08/25	00002066	M.J. ELLS GENERAL CONTRA	170670	FLAG POLE/FIRE STA.63	0.00	8,844.00
1011	432973	10/08/25	10014569	MADY, VICHITRA	52	UB REFUND	0.00	18.12
1011	432974	10/08/25	00004702	LAURA MARQUEZ	107420	GEN CLAIM STLMT#25-24	0.00	6,897.95
1011	432975	10/08/25	10014610	PATRICIA MARTINEZ	275140	REF/SHELTER #R12889	0.00	110.00
1011	432976	10/08/25	00004517	MUNICIPAL EQUIPMENT EXPO	352567	SKIDS	0.00	109.00
1011	432976	10/08/25	00004517	MUNICIPAL EQUIPMENT EXPO	352567	SKIDS	0.00	183.00
TOTAL CHECK							0.00	292.00
1011	432977	10/08/25	10012134	CASEY MCDANIEL	275150	SCOREKEP 8/30-9/12/25	0.00	68.00
1011	432978	10/08/25	10014406	MCKINISH INC.	126128	HIP202418 LEWIS	0.00	6,750.00
1011	432978	10/08/25	10014406	MCKINISH INC.	126128	HIP202418 LEWIS	0.00	17,280.00
TOTAL CHECK							0.00	24,030.00
1011	432979	10/08/25	00007001	MCPEEKS DODGE OF ANAHEIM	171710	SPARE KEY FOBS	0.00	437.03
1011	432980	10/08/25	10014396	ROBERT J SANDOVAL	452410	HATS W/PATCH ON FRONT	26.04	362.04
1011	432980	10/08/25	10014396	ROBERT J SANDOVAL	452410	#S664 SHORT SLEEVE TWI	23.25	323.25
1011	432980	10/08/25	10014396	ROBERT J SANDOVAL	452410	CORNERSTONE CS208 ANSI	21.70	301.70
TOTAL CHECK							70.99	986.99
1011	432981	10/08/25	00003714	METRO FLUID CONNECTORS I	452410	COUPLINGS	0.00	37.69
1011	432982	10/08/25	10013712	MINDSTREET, INC.	121110	GOOD DAYS AHEAD	0.00	500.00
1011	432982	10/08/25	10013712	MINDSTREET, INC.	121110	GOOD DAYS AHEAD	0.00	500.00
1011	432982	10/08/25	10013712	MINDSTREET, INC.	121110	GOOD DAYS AHEAD	0.00	500.00
1011	432982	10/08/25	10013712	MINDSTREET, INC.	121110	GOOD DAYS AHEAD	0.00	500.00

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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	2,000.00
1011	432983	10/08/25	10013264	MOBILE FLEET WASH, CORP	171710	CAR WASHES	0.00	1,080.00
1011	432984	10/08/25	10014594	TOM MOSICH	11	RF#E23-0051/E22-0427	0.00	2,500.00
1011	432985	10/08/25	10012142	MTGL, INC.	590010	SLURRY SEAL/JULY-25	0.00	1,515.00
1011	432985	10/08/25	10012142	MTGL, INC.	590010	SLURRY SEAL/AUG-25	0.00	1,515.00
TOTAL CHECK							0.00	3,030.00
1011	432986	10/08/25	00004380	MUNICIPAL MAINTENANCE EQ	171710	PARTS SEWER TRUCK	0.00	222.59
1011	432986	10/08/25	00004380	MUNICIPAL MAINTENANCE EQ	171710	DOOR SEAL	0.00	629.27
1011	432986	10/08/25	00004380	MUNICIPAL MAINTENANCE EQ	171710	SKID SHOE	0.00	2,897.57
TOTAL CHECK							0.00	3,749.43
1011	432987	10/08/25	10014614	NATIONWIDE INSURANCE COM	107420	GEN CLAIM STLMT#24-29	0.00	8,830.43
1011	432988	10/08/25	10014135	NOR-CAL PUMP & WELL DRIL	52	PMT#3 RET.	0.00	-33,787.50
1011	432988	10/08/25	10014135	NOR-CAL PUMP & WELL DRIL	396859	PEAK PK WELL/SEP-25	0.00	675,750.00
TOTAL CHECK							0.00	641,962.50
1011	432989	10/08/25	10007218	FULLERTON CHAMBER OF COM	115110	2025 SHE INFLUNCES	0.00	750.00
1011	432990	10/08/25	10004133	OC CLERK-RECORDER'S OFFI	632110	FILING FEES	0.00	18.00
1011	432991	10/08/25	10007111	OC CLERK-RECORDER'S OFFI	11	COUNTY FILING FEES	0.00	200.00
1011	432992	10/08/25	10012790	OC RECON, INC.	171710	BODY REPAIR	0.00	1,200.00
1011	432993	10/08/25	00000099	OFFICE DEPOT, INC.	115110	#388262 - REALSPACE® M	67.22	835.46
1011	432994	10/08/25	10014587	JUNG SIK OH	731105	REBATE/ELECT EQUIP	0.00	79.00
1011	432995	10/08/25	10007787	HBV ENTERPRISES, INC.	171710	FILTERS	0.00	231.60
1011	432995	10/08/25	10007787	HBV ENTERPRISES, INC.	171710	WINDOW REGULAR	0.00	97.88
TOTAL CHECK							0.00	329.48
1011	432996	10/08/25	10014422	ONWARD ENGINEERING	290153	SCE CORRIDOR/AUG-25	0.00	8,420.00
1011	432997	10/08/25	10013302	ONYX PAVING COMPANY, INC	590004	PAVE REHB/FINAL/AUG25	0.00	67,065.00
1011	432997	10/08/25	10013302	ONYX PAVING COMPANY, INC	24	PMT#2 RET.FINAL/AUG25	0.00	-3,353.25
TOTAL CHECK							0.00	63,711.75
1011	432998	10/08/25	10013302	ONYX PAVING COMPANY, INC	24	PAVE REHAB/RETENTION	0.00	58,367.01
1011	432999	10/08/25	00000913	ORANGE COUNTY FIRE AUTHO	640310	RET.MED.PROG/SEP-25	0.00	2,480.00
1011	433000	10/08/25	00007482	ORANGE COUNTY SANITATION	11	CONNECT FEE/AUG-25	0.00	5,425.65
1011	433001	10/08/25	00000221	ORANGE COUNTY SHERIFFS D	650208	BAS TRAF 11/17-21/25	0.00	175.00
1011	433002	10/08/25	10012882	MICHAEL ORTEGA	650208	REIMB LUNCH 9/8-12/25	0.00	40.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433003	10/08/25	10014612	GRACE OZAKI	352267	KEYBOARD	0.00	71.89
1011	433004	10/08/25	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	556.67
1011	433005	10/08/25	00000222	EDCO/PARK DISPOSAL CORP.	460220	RES BILLING/SEPT-25	0.00	403,501.95
1011	433006	10/08/25	10013858	PARTY PRO RENTAL CENTER,	275210	TENTS/CULTURE FEST	0.00	1,062.00
1011	433006	10/08/25	10013858	PARTY PRO RENTAL CENTER,	275105	CANOPY 20X40 8' HEIGHT	0.00	552.00
1011	433006	10/08/25	10013858	PARTY PRO RENTAL CENTER,	275105	CANOPY 10X10 8' HEIGHT	0.00	1,500.00
1011	433006	10/08/25	10013858	PARTY PRO RENTAL CENTER,	275105	55 GALLON WATER BARREL	0.00	500.00
1011	433006	10/08/25	10013858	PARTY PRO RENTAL CENTER,	275105	SAFETY KIT-PER FIRE CO	0.00	100.00
1011	433006	10/08/25	10013858	PARTY PRO RENTAL CENTER,	275105	SHIPPING	0.00	150.00
TOTAL CHECK							0.00	3,864.00
1011	433007	10/08/25	00010948	PEOPLE SPACE	731150	TAX	0.00	424.42
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VZFF-5024-NNBBNR	0.00	269.48
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VZTI-4024-FNN SIN	0.00	230.84
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VZFF-5030-NNBBNR	0.00	140.68
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VZTI-4030-FNN SIN	0.00	128.10
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VZFF-5036-NNBBNR	0.00	146.62
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VZTI-4036- FNN CO	0.00	143.06
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VZAL-5000 COMPOSE	0.00	3.24
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VZCC-0024-Z COMPO	0.00	42.09
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VZCC-0030-Z COMPO	0.00	44.50
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VCZZ-0060-A COMPO	0.00	56.53
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VZCE-5000-Z COMPO	0.00	71.06
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VZCL-5000-Z COMPO	0.00	149.23
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM WURA-2466-LJSA, W	0.00	355.78
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM WURA-2490-LJSA WO	0.00	224.03
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM TS00-37GN WORKSUR	0.00	265.56
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM TS00-37GP WORKSUR	0.00	114.72
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM VZCW-0000-P COMPO	0.00	27.88
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM WUAR-7200-PHS WOR	0.00	73.03
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM ZUBF-0000-PN FLUS	0.00	23.67
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM ZZBA-0000-PL SIDE	0.00	6.81
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM ZZBD-1600-PP COMP	0.00	71.78
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM JPAH-24-SJ X SERI	0.00	274.04
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM JPAJ-24-SJ X SERI	0.00	256.82
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	ITEM 1-0273 TARIFF SUR	0.00	311.32
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	INSTALLATION	0.00	1,419.00
1011	433007	10/08/25	00010948	PEOPLE SPACE	170670	TECHNICAL DESIGN SVCS	0.00	400.00
TOTAL CHECK							0.00	5,674.29
1011	433008	10/08/25	00004215	PEST OPTIONS INC	560640	WEED/PEST CONTROL	0.00	4,203.00
1011	433009	10/08/25	00005145	PETTY CASH/COMMUNITY SER	275210	POOL PRIZES/VANSICKLE	0.00	14.34
1011	433009	10/08/25	00005145	PETTY CASH/COMMUNITY SER	275210	FOOD INSP SUPL/VANSIC	0.00	39.58
1011	433009	10/08/25	00005145	PETTY CASH/COMMUNITY SER	275105	PROG.SUPL/A.CHAVEZ	0.00	43.48
1011	433009	10/08/25	00005145	PETTY CASH/COMMUNITY SER	275210	SUPL/DRINKS/VANSICKLE	0.00	48.08
1011	433009	10/08/25	00005145	PETTY CASH/COMMUNITY SER	275105	PROG.SUPL/A.CHAVEZ	0.00	13.64
1011	433009	10/08/25	00005145	PETTY CASH/COMMUNITY SER	275210	FOOD INSP SUPL/VANSIC	0.00	19.79

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433009	10/08/25	00005145	PETTY CASH/COMMUNITY SER	275145	MLG/AUG-25 M.CISNEROS	0.00	29.40
1011	433009	10/08/25	00005145	PETTY CASH/COMMUNITY SER	275130	ADHESIVE TAPE/MOMPELL	0.00	34.44
1011	433009	10/08/25	00005145	PETTY CASH/COMMUNITY SER	275210	VIP SANCKS/VANSICKLE	0.00	37.98
TOTAL CHECK							0.00	280.73
1011	433010	10/08/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE MAKER/SEP-25	0.00	54.25
1011	433010	10/08/25	00005788	PETTY CASH/PUBLIC WORKS	560211	HOSE NOZZLE/SEPT-25	0.00	10.86
1011	433010	10/08/25	00005788	PETTY CASH/PUBLIC WORKS	352363	HAZWOPPER PK SEP-25	0.00	12.00
1011	433010	10/08/25	00005788	PETTY CASH/PUBLIC WORKS	352363	HAZWOPPER LUN/SEP25	0.00	24.69
1011	433010	10/08/25	00005788	PETTY CASH/PUBLIC WORKS	352363	HAZWOP PK/LUN/SEP25	0.00	27.52
1011	433010	10/08/25	00005788	PETTY CASH/PUBLIC WORKS	160110	EMP HLTH FA CNDYSEP25	0.00	42.05
TOTAL CHECK							0.00	171.37
1011	433011	10/08/25	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROCESS/AUG25	0.00	4,220.10
1011	433011	10/08/25	00007516	PHOENIX GROUP INFORMATIO	631140	CIT PROCESSING/AUG-25	0.00	196.77
1011	433011	10/08/25	00007516	PHOENIX GROUP INFORMATIO	631140	CIT PROCESS/AUG-25	0.00	713.60
1011	433011	10/08/25	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROCESS/AUG25	0.00	72.45
TOTAL CHECK							0.00	5,202.92
1011	433012	10/08/25	10014064	PPC SERVICE, INC.	170670	FURNISH MATERIALS AND	0.00	9,664.06
1011	433013	10/08/25	10007687	PREFERRED AERIAL & CRANE	171710	AERIAL INSPECTION	0.00	775.00
1011	433014	10/08/25	10002129	PUBLIC RISK INNOVATION S	121110	EMP ASSIST OCT-DEC-25	0.00	5,436.00
1011	433015	10/08/25	00007711	PROFORCE LAW ENFORCEMENT	650701	#GL-330, AMG 2XL TALL	0.00	458.43
1011	433015	10/08/25	00007711	PROFORCE LAW ENFORCEMENT	650701	TAX	0.00	40.11
1011	433015	10/08/25	00007711	PROFORCE LAW ENFORCEMENT	650407	#2748-DS, HUX FLOW 762	95.45	1,186.36
1011	433015	10/08/25	00007711	PROFORCE LAW ENFORCEMENT	650701	#RM06-C-700672, TRJ RM	0.00	3,595.48
1011	433015	10/08/25	00007711	PROFORCE LAW ENFORCEMENT	650701	#X300U-A, SUF X300A UL	0.00	1,898.75
1011	433015	10/08/25	00007711	PROFORCE LAW ENFORCEMENT	650701	TAX	0.00	480.74
1011	433015	10/08/25	00007711	PROFORCE LAW ENFORCEMENT	650701	#GL-RSH-V2-ST, C&H GLK	0.00	322.91
1011	433015	10/08/25	00007711	PROFORCE LAW ENFORCEMENT	650701	TAX	0.00	28.25
TOTAL CHECK							95.45	8,011.03
1011	433016	10/08/25	10013923	WILLIAM D. QUISTO	275120	TENNIS/FALL-25	0.00	180.88
1011	433017	10/08/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	788.44
1011	433017	10/08/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	625.31
1011	433017	10/08/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	1,277.81
1011	433017	10/08/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	130.50
1011	433017	10/08/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	1,935.75
1011	433017	10/08/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	119.63
1011	433017	10/08/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	391.50
TOTAL CHECK							0.00	5,268.94
1011	433018	10/08/25	10014595	PRISCILLA RANGEL	650208	WLLE-25 CF 9/2-5/25	0.00	189.05
1011	433019	10/08/25	10000972	REFRIGERATION SUPPLIES D	170670	SENSOR	0.00	165.30
1011	433020	10/08/25	00000113	DMJ AND ASSOCIATES, INC.	860810	SUPPLIES	0.00	334.41

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433021	10/08/25	10004138	RICHARD BRADY & ASSOCIAT	352363	EMERGENCY REPAIR	0.00	4,390.56
1011	433021	10/08/25	10004138	RICHARD BRADY & ASSOCIAT	396828	WATR MAIN FINAL/AUG25	0.00	2,210.00
1011	433021	10/08/25	10004138	RICHARD BRADY & ASSOCIAT	396828	REMOTE TELEMTRY UNITS	0.00	2,913.26
TOTAL CHECK							0.00	9,513.82
1011	433022	10/08/25	10005674	RIVERSIDE COUNTY SHERIFF	650208	FIREARMS 11/12-13/25	0.00	345.00
1011	433022	10/08/25	10005674	RIVERSIDE COUNTY SHERIFF	650208	FIREARMS 11/12-13/25	0.00	345.00
TOTAL CHECK							0.00	690.00
1011	433023	10/08/25	10005674	RIVERSIDE COUNTY SHERIFF	650208	DRUG INFLUEN 11/20/25	0.00	95.00
1011	433024	10/08/25	10000184	RJM DESIGN GROUP INC	190140	FRIENDSHP/FINAL/AUG25	0.00	588.45
1011	433025	10/08/25	10014598	DANA ROBERTSON	731105	REBATE/ELECT EQUIP	0.00	99.00
1011	433026	10/08/25	10014596	AARON RODRIGUEZ	731132	RF/PK-IN-LIEU B-25-23	0.00	18,907.56
1011	433027	10/08/25	10014597	JOHN RODRIGUEZ	731105	REBATE/ELECT EQUIP	0.00	200.00
1011	433028	10/08/25	10004206	SAN BERNARDINO COUNTY SH	650407	FIRING RANGE	0.00	184.00
1011	433028	10/08/25	10004206	SAN BERNARDINO COUNTY SH	650407	FIRING RANGE	0.00	575.00
TOTAL CHECK							0.00	759.00
1011	433029	10/08/25	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL PD	0.00	24,645.49
1011	433030	10/08/25	10007494	SCHORR METAL, INC.	171710	METAL	0.00	142.27
1011	433030	10/08/25	10007494	SCHORR METAL, INC.	171710	METAL	0.00	273.51
TOTAL CHECK							0.00	415.78
1011	433031	10/08/25	10011504	SHOETERIA, INC.	352363	JOSHUA MYLES SHOES	0.00	310.21
1011	433031	10/08/25	10011504	SHOETERIA, INC.	452410	KEVIN ESPINO-SHOES	0.00	175.00
1011	433031	10/08/25	10011504	SHOETERIA, INC.	352567	KEVIN ESPINO-SHOES	0.00	175.00
1011	433031	10/08/25	10011504	SHOETERIA, INC.	352363	CAESAR CHAVEZ SHOES	0.00	174.54
TOTAL CHECK							0.00	834.75
1011	433032	10/08/25	00009792	PRISCILLA SILVA	275120	BELLY DNC/FALL-25	0.00	179.55
1011	433033	10/08/25	10005948	JIMMY SMITH	275305	ROUND DANCE	0.00	259.50
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	6401 LINCOLN/SEP-25	0.00	41.52
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	6989 ARTESIA/SEP-25	0.00	90.60
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5600 MALVERN/SEP-25	0.00	1,101.47
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	8001 VAL VW/SEPT-25	0.00	38,999.02
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7623 BEACH/SEP-25	0.00	32.33
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	7733 BEACH/SEP-25	0.00	49.23
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8552 BEACH/SEP-25	0.00	77.59
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	8491 DALE/SEP-25	0.00	88.60
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	8242 LINDEN/SEP-25	0.00	32,652.74
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	2881 ROSECRNS/SEP-25	0.00	1,446.53
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	6140 BALL RD/SEP-25	0.00	6,436.80
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7672 BEACH/SEP-25	0.00	15.26
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7851 LA PALMA/SEP-25	0.00	15.69

SELECTION CRITERIA: transact.trans_date between '20250925 00:00:00.000' and '20251008 00:00:00.000'
ACCOUNTING PERIOD: 4/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7711 LA PALMA/SEP-25	0.00	31.48
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7530 WESTERN/SEP-25	0.00	17.55
1011	433034	10/08/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8681 BEACH/SEP-25	0.00	28.95
TOTAL CHECK							0.00	81,125.36
1011	433035	10/08/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6601 BEACH/SEPT-25	0.00	11.80
1011	433035	10/08/25	00000328	SOUTHERN CALIFORNIA GAS	170670	8150 KNOTT/SEPT-25	0.00	14.30
1011	433035	10/08/25	00000328	SOUTHERN CALIFORNIA GAS	170670	8152 KNOTT/SEPT-25	0.00	14.73
1011	433035	10/08/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6660 BEACH/SEPT-25	0.00	14.73
1011	433035	10/08/25	00000328	SOUTHERN CALIFORNIA GAS	860810	7171 8TH ST/SEPT-25	0.00	34.12
1011	433035	10/08/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6955 ARAGON/SEPT-25	0.00	37.42
1011	433035	10/08/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6650 BEACH/SEPT-25	0.00	373.54
1011	433035	10/08/25	00000328	SOUTHERN CALIFORNIA GAS	170670	8150 KNOTT#D/SEPT-25	0.00	631.10
1011	433035	10/08/25	00000328	SOUTHERN CALIFORNIA GAS	860810	7600 DALE ST/SEPT-25	0.00	685.56
1011	433035	10/08/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6640 BEACH/SEPT-25	0.00	2,537.83
1011	433035	10/08/25	00000328	SOUTHERN CALIFORNIA GAS	860810	7225 EL DORADO/SEPT25	0.00	4,758.94
TOTAL CHECK							0.00	9,114.07
1011	433036	10/08/25	10006963	SPEAKWRITE, LLC	650305	TRANSCRIPTION SEP25	0.00	1,680.06
1011	433037	10/08/25	10014611	SARUNYA SRIKONGSRI	275140	REF/SHELTER#R12943	0.00	25.00
1011	433038	10/08/25	00001085	STAPLES CONTRACT & COMME	650604	OFFICE SUPPLIES	0.00	14.56
1011	433038	10/08/25	00001085	STAPLES CONTRACT & COMME	650604	OFFICE SUPPLIES	0.00	24.84
1011	433038	10/08/25	00001085	STAPLES CONTRACT & COMME	650604	OFFICE SUPPLIES	0.00	29.25
1011	433038	10/08/25	00001085	STAPLES CONTRACT & COMME	650308	OFFICE SUPPLIES	0.00	31.49
1011	433038	10/08/25	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	68.81
1011	433038	10/08/25	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	73.07
1011	433038	10/08/25	00001085	STAPLES CONTRACT & COMME	352363	MISC. SUPPLIES	0.00	86.85
1011	433038	10/08/25	00001085	STAPLES CONTRACT & COMME	121135	REPRO. SUPPLIES	0.00	432.23
1011	433038	10/08/25	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	68.81
TOTAL CHECK							0.00	829.91
1011	433039	10/08/25	10006266	TECHNOLOGY UNLIMITED,INC	126120	MAINT. RENEWAL FOR MAG	0.00	245.00
1011	433040	10/08/25	10013691	LOTUS THAI	731105	REIM/ECO NOW MOSQUITO	0.00	1,326.00
1011	433040	10/08/25	10013691	LOTUS THAI	731105	REIMB/BROCHURE HOLDER	0.00	19.55
1011	433040	10/08/25	10013691	LOTUS THAI	731105	REIMB/SPONGE HOLDER	0.00	15.20
1011	433040	10/08/25	10013691	LOTUS THAI	731105	REIMB/SPRAY BOTTLES	0.00	78.28
TOTAL CHECK							0.00	1,439.03
1011	433041	10/08/25	10014500	THE BRIEFING ROOM, LLC	650402	ONLINE LAW ENFORCEMENT	0.00	3,479.03
1011	433042	10/08/25	10009023	TIRE HUB, LLC	171710	TIRES	0.00	455.20
1011	433042	10/08/25	10009023	TIRE HUB, LLC	171710	TIRES	0.00	723.34
TOTAL CHECK							0.00	1,178.54
1011	433043	10/08/25	10012799	TITUS WASTEWATER SOLUTIO	452410	CI FRAME COVERS	0.00	3,929.25
1011	433044	10/08/25	10011938	T-MOBILE	650303	982979864 SEP-25	0.00	1,543.55
1011	433045	10/08/25	00004212	TOWNSEND PUBLIC AFFAIRS	731105	GRANT WRITE/OCT-25	0.00	5,000.00

SELECTION CRITERIA: transact.trans_date between '20250925 00:00:00.000' and '20251008 00:00:00.000'
ACCOUNTING PERIOD: 4/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433045	10/08/25	00004212	TOWNSEND PUBLIC AFFAIRS	352267	LOBBYIST OCT-25	0.00	2,018.75
1011	433045	10/08/25	00004212	TOWNSEND PUBLIC AFFAIRS	105105	LOBBYIST OCT-25	0.00	6,056.25
TOTAL CHECK							0.00	13,075.00
1011	433046	10/08/25	10013886	TRALIANT OPERATING LLC	121110	WK PLACE VIOLENCE	0.00	5,433.90
1011	433047	10/08/25	10013495	TRANSTECH ENGINEERS, INC	11	5600 BEACH BLVD	0.00	240.00
1011	433047	10/08/25	10013495	TRANSTECH ENGINEERS, INC	11	5600 BEACH BLVD	0.00	440.00
1011	433047	10/08/25	10013495	TRANSTECH ENGINEERS, INC	11	6635 WESTERN	0.00	520.00
TOTAL CHECK							0.00	1,200.00
1011	433048	10/08/25	10008320	TRAVMEDIA USA LLC	995100	CONFERENCE FEES	0.00	1,050.00
1011	433049	10/08/25	10009554	TRUTH BE TOLD POLYGRAPH,	650105	3 PD APPLICANTS	0.00	825.00
1011	433050	10/08/25	10012511	TSG ENTERPRISES, INC	290158	THELMA AVE/GRDN/AUG25	0.00	115.00
1011	433051	10/08/25	00000231	U S POSTMASTER	105105	POSTAGE BP TODAY	0.00	5,800.00
1011	433052	10/08/25	10012270	UNITIS, INC.	352363	HARNESS	0.00	204.45
1011	433052	10/08/25	10012270	UNITIS, INC.	560640	FORM OIL	0.00	219.93
TOTAL CHECK							0.00	424.38
1011	433053	10/08/25	10011587	US BANK	997100	CUST.ACCT/AUG-25	0.00	12.31
1011	433054	10/08/25	10011587	US BANK	11	CUSTODY ACCT/AUG-25	0.00	987.69
1011	433055	10/08/25	10011753	US BANK	196312	2021 POBS-TRUST 25-26	0.00	2,650.00
1011	433056	10/08/25	10002032	VERIZON WIRELESS	860810	542021084-00001 SEP25	0.00	211.60
1011	433057	10/08/25	10002032	VERIZON WIRELESS	650303	542373150-00001 SEP25	0.00	2,463.02
1011	433058	10/08/25	10002032	VERIZON WIRELESS	631140	542373150-00002 SEP25	0.00	153.44
1011	433059	10/08/25	10002032	VERIZON WIRELESS	352363	870083592-00001 SEP-2	0.00	319.43
1011	433059	10/08/25	10002032	VERIZON WIRELESS	170670	870083592-00001 SEP-2	0.00	877.73
TOTAL CHECK							0.00	1,197.16
1011	433060	10/08/25	10002032	VERIZON WIRELESS	560210	561306915-00002 SEP25	0.00	38.36
1011	433060	10/08/25	10002032	VERIZON WIRELESS	105105	561306915-00002 SEP25	0.00	38.36
1011	433060	10/08/25	10002032	VERIZON WIRELESS	998100	561306915-00002 SEP25	0.00	38.36
1011	433060	10/08/25	10002032	VERIZON WIRELESS	352363	561306915-00002 SEP25	0.00	76.02
1011	433060	10/08/25	10002032	VERIZON WIRELESS	115110	561306915-00002 SEP25	0.00	115.46
1011	433060	10/08/25	10002032	VERIZON WIRELESS	101101	561306915-00002 SEP25	0.00	115.46
1011	433060	10/08/25	10002032	VERIZON WIRELESS	170670	561306915-00002 SEP25	0.00	549.70
TOTAL CHECK							0.00	971.72
1011	433061	10/08/25	10002032	VERIZON WIRELESS	275105	561306915-00007 SEP25	0.00	611.56
1011	433062	10/08/25	10011593	VERIZON WIRELESS	650303	PERIODIC LOC UPDATES	0.00	150.00

SELECTION CRITERIA: transact.trans_date between '20250925 00:00:00.000' and '20251008 00:00:00.000'
ACCOUNTING PERIOD: 4/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433063	10/08/25	00008608	VISION SERVICE PLAN-(CA)	73	SEPT-25 INVOICE	0.00	4,315.17
1011	433063	10/08/25	00008608	VISION SERVICE PLAN-(CA)	73	SEPT-25 INVOICE	0.00	14.62
TOTAL CHECK							0.00	4,329.79
1011	433064	10/08/25	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	427.05
1011	433065	10/08/25	00005726	WALTERS WHOLESALE ELECTR	170670	HARDWARE	0.00	101.68
1011	433066	10/08/25	00000141	WEST COAST ARBORISTS INC	560641	TREE TRIM/SEPT-25	0.00	28,383.61
1011	433067	10/08/25	00000140	WEST COAST SAND & GRAVEL	352363	TOP SOIL	0.00	619.88
1011	433068	10/08/25	10009209	WEST GROVE VOLLEYBALL, L	275120	VOLLEYBALL/FALL-25	0.00	937.65
1011	433069	10/08/25	10006857	YARDLEY ORGILL CO., INC.	352363	STOCK YARD	0.00	811.70
1011	433069	10/08/25	10006857	YARDLEY ORGILL CO., INC.	352363	HYDRANT AUTO CENTER	0.00	1,436.54
1011	433069	10/08/25	10006857	YARDLEY ORGILL CO., INC.	352363	HYDRANT AUTO CENTER	0.00	2,346.77
1011	433069	10/08/25	10006857	YARDLEY ORGILL CO., INC.	352363	PRELUBE LINE	0.00	121.16
1011	433069	10/08/25	10006857	YARDLEY ORGILL CO., INC.	352363	PARTS FOR COREY SCHOO	0.00	716.08
1011	433069	10/08/25	10006857	YARDLEY ORGILL CO., INC.	352363	HYDRANT REPLACEMENT	0.00	2,495.67
1011	433069	10/08/25	10006857	YARDLEY ORGILL CO., INC.	352363	CREDIT MEMO	0.00	-1,767.27
1011	433069	10/08/25	10006857	YARDLEY ORGILL CO., INC.	352363	PARTS COREY SCHOOL	0.00	3,698.89
TOTAL CHECK							0.00	9,859.54
1011	433070	10/08/25	10011660	YUNEX, LLC	560230	EXTRA SIG MT/AUG-25	0.00	266.39
1011	433070	10/08/25	10011660	YUNEX, LLC	560230	EXTRA SIG MT/AUG-25	0.00	3,121.56
1011	433070	10/08/25	10011660	YUNEX, LLC	560230	TRAF SIG MAINT/AUG-25	0.00	8,670.05
TOTAL CHECK							0.00	12,058.00
1011	V430071	10/08/25	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	705.00
1011	V430072	10/08/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:0846 LTD PA/PMA	0.00	2,085.00
1011	V430072	10/08/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	8,661.22
TOTAL CHECK							0.00	10,746.22
1011	V430073	10/08/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	370.00
1011	V430073	10/08/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	40.00
TOTAL CHECK							0.00	410.00
1011	V430074	10/08/25	00008482	JOHN SOTTEK	126128	HIP202418 LEWIS	0.00	206.00
1011	V430074	10/08/25	00008482	JOHN SOTTEK	126128	DATABASE MODIFICATION	0.00	262.50
TOTAL CHECK							0.00	468.50
1011	V430075	10/08/25	00000054	TED JONES FORD INC.	171710	TIRE SENSOR	0.00	238.94
1011	V430075	10/08/25	00000054	TED JONES FORD INC.	171710	KICK PANEL	0.00	44.60
1011	V430075	10/08/25	00000054	TED JONES FORD INC.	171710	2025 FORD EXPLORERS FO	0.00	43,867.49
1011	V430075	10/08/25	00000054	TED JONES FORD INC.	171710	2025 FORD EXPLORERS FO	0.00	43,867.49
TOTAL CHECK							0.00	88,018.52
1011	V430076	10/08/25	10009226	MERCY HOUSE LIVING CENTE	106131	NAV SHELTER/OCT-25	0.00	304,122.50
1011	V430077	10/08/25	10006112	PREMIER CHEVROLET OF BUE	171710	COOLANT BOTTLE	0.00	40.10

SELECTION CRITERIA: transact.trans_date between '20250925 00:00:00.000' and '20251008 00:00:00.000'
ACCOUNTING PERIOD: 4/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	V430078	10/08/25	10014025	PROCURE AMERICA LLC	170670	TELECOM 2/1-4/30/25	0.00	6,037.86
1011	V430078	10/08/25	10014025	PROCURE AMERICA LLC	170670	TELCOM DEC-24, MAR-25	0.00	916.06
1011	V430078	10/08/25	10014025	PROCURE AMERICA LLC	170670	TELCOM 7/1/24-3/31/25	0.00	1,081.45
1011	V430078	10/08/25	10014025	PROCURE AMERICA LLC	170670	TELCM 11/1/24-1/31/25	0.00	6,037.86
TOTAL CHECK							0.00	14,073.23
1011	V430079	10/08/25	10009496	T & G GLOBAL, LLC	170670	TREE LIGHT MT/SEP-25	0.00	1,152.75
1011	V430080	10/08/25	10014355	VERTEXONE SOFTWARE, LLC	352363	VERTEXONE DIGITAL BASE	0.00	36,539.81
TOTAL CASH ACCOUNT							1,682.44	2,482,321.83
TOTAL FUND							1,682.44	2,482,321.83
TOTAL REPORT							1,682.44	2,482,321.83

Voided Check Numbers	Date Printed
432950	10/8/2025

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,320,466.34 COVERING REGULAR PAYROLL ENDING OCTOBER 10, 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 $1,320,466.34 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

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

SELECTION CRITERIA: checkhis.pay_run='NE2'
ALL CHECKS

PAYRUN: NE2
DATE: 10/17/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
391497	.00	1,128.01		CISNEROS, STEVEN	855
V391498	2,179.01	.00		APARICIO, LESLIE	590
V391499	645.37	.00		BOUDREAU, GRACE	730
V391500	4,548.63	.00		COPPING, SARA	951
V391501	2,483.34	.00		ENGLEBRECHT, BRIDGET	261
V391502	3,327.91	.00		FEWER, JESSICA	580
V391503	7,589.05	.00		FRANCE, AARON	1650
V391504	664.59	.00		GODBOLD, KATELIN	672
V391505	678.69	.00		LOPEZ, JESSE	606
V391506	94.80	.00		MCKINNEY, KENNETH	552
V391507	2,876.94	.00		MEDINA, YARETZA	8
V391508	1,131.70	.00		OWAKA, PASCHAL	615
V391509	2,971.32	.00		PERSI, MICHAEL	678
V391510	284.40	.00		STRONGMAN, BENJAMIN	681
V391511	3,075.43	.00		CASTRO, GWENDOLYNE	503
V391512	6,860.08	.00		FENTON, EDWARD	1564
V391513	992.08	.00		HICKMAN, AISHA	665
V391514	1,961.18	.00		KERN, DONNA	2574
V391515	2,830.92	.00		PREVO, DOREKA	390
V391516	3,925.63	.00		VALDEZ, REBECCA	5490
V391517	2,281.62	.00		BUENROSTRO, PATRICIA	227
V391518	1,852.42	.00		GALLENTINE, KAILEY	486
V391519	4,270.01	.00		GARCIA, ADRIAN	1700
V391520	1,322.79	.00		GLAVIN, BARBARA	1768
V391521	2,099.08	.00		HERNANDEZ, GLORIA	2092
V391522	7,247.00	.00		HYUN, SUNG	2248
V391523	2,395.88	.00		KIM, MIN	2584
V391524	2,333.80	.00		LOVEJOY, REBEKAH	76
V391525	1,065.01	.00		OZAKI, GRACE	3881
V391526	2,181.11	.00		PAK, TIMOTHY	3955
V391527	2,957.98	.00		PEREZ, JESSICA	4111
V391528	2,717.92	.00		TOMASSETTI, JEEVANI	5623
V391529	2,269.37	.00		TRAN, KRYSTLE	242
V391530	3,811.21	.00		AVERELL, MARK	272
V391531	2,507.04	.00		COLES-GUZMAN, MARY	950
V391532	2,435.92	.00		KENNEDY, SEAN	111
V391533	1,031.06	.00		AHN, JOYCE	263
V391534	985.96	.00		FRANCO-HERNANDEZ, CARLOS	566
V391535	922.90	.00		HOQUE, LAMIYA	412
V391536	819.02	.00		SONNE, SUSAN	5161
V391537	777.24	.00		TRAUT, CONNOR	5399
V391538	3,056.45	.00		ALMQUIST, ANNA PATRICIA	168
V391539	2,017.11	.00		GUERRA, SARAH	1470
V391540	6,176.73	.00		JIMENEZ, ADRIA	2297
V391541	1,226.90	.00		KIRK, RALPH	384
V391542	2,158.68	.00		LOPEZ, ANGELICA	2928
V391543	3,474.67	.00		CERDA, JUAN	831
V391544	13,552.23	.00		CULL, ROBERT	1012
V391545	2,247.96	.00		FLORES, CHRISTOPHER	464
V391546	3,420.67	.00		HOPKINS, NICHOLAS	627

SELECTION CRITERIA: checkhis.pay_run='NE2'
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V391547	3,133.03	.00	LESTER, ALEXANDER	2868
V391548	2,001.28	.00	MACIAS, JUDITH	2996
V391549	2,755.97	.00	MAYORQUIN, RAYMUNDO	221
V391550	2,909.82	.00	TART, ANDRE	5235
V391551	1,178.48	.00	TELLEZ, ALMA	667
V391552	2,998.15	.00	ALVAREZ, JOSHUA	458
V391553	1,312.39	.00	CASTANEDA, GUADALUPE	280
V391554	2,546.33	.00	CASTELLANOS, CARLOS	515
V391555	2,641.03	.00	CATALDO, JOHN	766
V391556	3,049.69	.00	CRAVENS, ROBERT	658
V391557	2,233.39	.00	DAVIS-VALENTINE, SUZANNE	1085
V391558	665.06	.00	DINH, MICHELLE	433
V391559	6,772.01	.00	FOULKES, MATTHEW	9
V391560	1,205.44	.00	GUZMAN, FEDERICO	1918
V391561	1,976.14	.00	LI, CELINE	832
V391562	4,123.24	.00	LUNA, HARALD	264
V391563	3,095.01	.00	MCALEESE, IAN	159
V391564	3,392.86	.00	NAVARRO, SANDRA	93
V391565	2,506.04	.00	SANTOS, RUTH	4640
V391566	49.27	.00	SCHOALES, JAMES CRAIG	4655
V391567	1,925.93	.00	TAE, RAY	5196
V391568	4,300.38	.00	THAI, LOTUS	536
V391569	2,607.42	.00	ZAPIEN, ERNESTINE	5777
V391570	47.39	.00	DIEP, DEBORAH	1208
V391571	47.39	.00	JUDEH, MIRVAT	389
V391572	47.39	.00	PATINO ESCALONA, HECTOR	387
V391573	3,602.13	.00	DHAUW, MELISSA	1170
V391574	996.00	.00	MARTINEZ, RICHARD	834
V391575	3,295.63	.00	SUAREZ, SARABETH	5169
V391576	3,192.04	.00	YOON, JIWON	91
V391577	2,548.33	.00	BARRAZA, TAYLOR	501
V391578	3,001.96	.00	COTA, LORRAINE	954
V391579	5,822.96	.00	DAVENPORT, JOSEPH	1094
V391580	6,397.76	.00	GEYER, BRADLEY	1692
V391581	6,783.12	.00	NGUYEN, NGHIA	3755
V391582	7,356.75	.00	NUNES, FRANK	3813
V391583	2,615.72	.00	SEMAAN, NADIA	4740
V391584	1,334.01	.00	CHARNES, LANCE	783
V391585	11,276.62	.00	DIERINGER, RYAN	1145
V391586	4,346.31	.00	JIMENEZ, ROBERT	352
V391587	3,539.75	.00	KIM, HYUN	328
V391588	3,643.30	.00	LAM, DAVID	2790
V391589	232.37	.00	LOVCHIK, MICHAEL	6
V391590	4,731.35	.00	MIKIEWICZ, SIMON	3360
V391591	1,883.38	.00	NOVOTNY, MARY	3705
V391592	7,450.31	.00	TOMSICK, MARTIN	5360
V391593	2,819.38	.00	ALCALA, BRITTANY	58
V391594	2,772.63	.00	ARIAS, KALEA	592
V391595	2,692.45	.00	BARAJAS, MAYRA	357
V391596	2,471.78	.00	BINYON, ERIC	506
V391597	5,531.14	.00	BRANDSTETTER, JAMES	629
V391598	4,856.02	.00	BUTH, CATHERINE	561
V391599	3,973.22	.00	CARPENTER, SCARLET	1663
V391600	778.88	.00	CIFUENTES MEDINA, DANNA	671
V391601	956.87	.00	CORTEZ TORRES, AMANDA	450
V391602	678.10	.00	DIERINGER, REGINA	1515

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V391603	3,893.64	.00	ESCOBEDO, STACEY	1530
V391604	4,234.66	.00	ESQUETINI, MARIA	1536
V391605	2,368.25	.00	HERNANDEZ, ISABELLA	112
V391606	1,057.10	.00	MADHAE, DEEPINDER	555
V391607	3,914.89	.00	MAERKER, ELIZABETH	3017
V391608	3,747.98	.00	MCGRATH, CODY	3220
V391609	632.61	.00	MENDOZA ESPINOZA, MYA	532
V391610	690.45	.00	MONTANO, BRIANNA	816
V391611	829.72	.00	ONTIVEROS, STEVEN	342
V391612	2,082.95	.00	OSEJO, SOFIA	833
V391613	4,308.68	.00	PALMA CARDENAS, DIANA	3970
V391614	642.19	.00	PARRA, ANGEL	498
V391615	951.65	.00	RODRIGUEZ TZAJ, SANDY	604
V391616	1,180.58	.00	RODRIGUEZ VILLA, YARELI	205
V391617	2,226.74	.00	SAUCEDA, CATHLEEN	4645
V391618	5,375.11	.00	SHERIFF, SAMANTHA	2096
V391619	823.79	.00	SILVERIO, SAMANTHA	497
V391620	4,358.77	.00	TANIGUCHI, MELISSA	5230
V391621	1,006.68	.00	VELLANOWETH, KRISTINE	217
V391622	824.31	.00	WOOD, HUNTER	605
V391623	269.56	.00	CHAN, KARA	795
V391624	2,981.81	.00	FIORE, KATE	1560
V391625	2,651.62	.00	FLOHRA, KARAN	516
V391626	3,767.40	.00	FOX, CHARITY	1641
V391627	700.56	.00	KUHN, MICHELLE	2730
V391628	779.81	.00	KUHN, TARI	2747
V391629	2,244.45	.00	MAERTZ, DANA	3018
V391630	3,176.08	.00	MENDIVEL, CHRISTINA	3299
V391631	2,316.33	.00	NGO, CATHERINE	3752
V391632	3,274.07	.00	PENDLETON, SUN	4080
V391633	1,521.75	.00	TENG, LING-FEI	2871
V391634	2,167.99	.00	UMLAH, AMBER	5435
V391635	2,089.05	.00	YBARRA, DELIA	529
V391636	6,159.33	.00	BATES, PATRICK	378
V391637	4,267.84	.00	BELTRAN, CHRISTINA	13
V391638	6,573.03	.00	BLACKWOOD, PHALANN	550
V391639	5,696.22	.00	BOURNE, CLIFFORD	5612
V391640	6,518.71	.00	BOYD, ROBERT	584
V391641	5,310.65	.00	BOYER, CAMERON	585
V391642	3,690.90	.00	BRAVO, ISABEL	420
V391643	5,401.31	.00	CAMPOS, LOLANI	728
V391644	3,536.92	.00	CERDA, SERGIO	240
V391645	3,655.95	.00	CHAVEZ, ALEJANDRO	182
V391646	5,866.94	.00	CHAVEZ, ANTONY	246
V391647	2,258.38	.00	CHO, YOUNGVEEN	758
V391648	5,637.08	.00	CURATOLA, ANTHONY	350
V391649	4,043.69	.00	DAVIS, JONATHAN	1083
V391650	5,191.53	.00	ESCAMILLA, MARIO	1529
V391651	6,525.87	.00	ESCOBEDO, DOMINICK	1521
V391652	4,156.73	.00	ESTRELLA, CARL JOSEPH	415
V391653	4,619.94	.00	FRANKLIN, KEVIN	1649
V391654	8,661.62	.00	GALOS, MICHAEL	1680
V391655	4,850.63	.00	GANO, KEVIN	1742
V391656	3,624.92	.00	GARCIA, JONATHAN	514
V391657	5,985.35	.00	GENTNER, GEORGE	1765
V391658	38.69	.00	GONZALEZ, CHRISTIAN	813

SELECTION CRITERIA: checkhis.pay_run='NE2'
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V391659	6,408.78	.00	GONZALEZ, LUIS	164
V391660	5,738.90	.00	GONZALEZ, OSCAR	1785
V391661	5,881.23	.00	HERST, RYAN	2102
V391662	5,268.91	.00	HOGAN, CHRISTIAN MICHAEL	138
V391663	6,528.40	.00	HONG, ALEX	2130
V391664	6,254.77	.00	JIMENEZ, GUSTAVO	2285
V391665	7,038.28	.00	JOHNSON, BRYAN	2300
V391666	2,218.32	.00	LEE, DAE WON	814
V391667	6,993.15	.00	LEPE, SERGIO	2901
V391668	5,457.38	.00	LIRA, JOSEPH	133
V391669	4,134.69	.00	LOPEZ, GUILLERMO	2958
V391670	8,258.96	.00	LOVETERE, JOSEPH	2962
V391671	3,242.49	.00	LUONG, AARON	577
V391672	4,490.16	.00	MARTINEZ, JESUS	117
V391673	6,471.28	.00	MEDRANO, JULIAN	3223
V391674	4,160.87	.00	MEKDARA, BOBBY	624
V391675	5,876.48	.00	MEONO, ROBIN	351
V391676	4,626.61	.00	MOELLER, SARAH	3590
V391677	6,009.49	.00	MORALES, FRANK	3489
V391678	6,539.13	.00	MORQUECHO, FERNANDO	510
V391679	6,783.62	.00	MUNOZ, OSCAR	3605
V391680	5,020.61	.00	MURILLO CASTRO, JULIAN	268
V391681	4,186.13	.00	NGUYEN, ANTHONY	258
V391682	6,667.61	.00	NYHUS, CHRISTOPHER	3808
V391683	7,094.44	.00	O'DETTE, DIRK	3823
V391684	6,158.90	.00	OH, WILLIAM	326
V391685	3,489.19	.00	OSORIO, STEVIE	573
V391686	6,123.94	.00	PADILLA, VALERIE	108
V391687	6,540.48	.00	PINO, RICHARD	4171
V391688	9,849.30	.00	PLUMLEE, ROGER	4180
V391689	7,888.82	.00	PROCEL, ANDY	4243
V391690	7,227.90	.00	RAMIREZ, ANGEL	4314
V391691	5,061.45	.00	RANGEL, PRISCILLA	4337
V391692	6,759.22	.00	REYES, HUGO	98
V391693	4,507.87	.00	RODRIGUEZ, CHRISTIAN	4476
V391694	5,382.04	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V391695	5,400.06	.00	SALAZAR, RYAN	4626
V391696	10,058.13	.00	SHADDOW, JON-MICHAEL	4837
V391697	5,821.73	.00	SOLIS, DANIEL	5000
V391698	2,260.80	.00	SOUSA, MATTHEW	596
V391699	3,709.07	.00	TEWELL, MELISSA	5282
V391700	5,357.03	.00	TRAN, TUYET	5424
V391701	5,421.64	.00	WILLIAMS-GIROUX, JACOB	499
V391702	8,850.40	.00	COLON, BOBBY	900
V391703	10,598.83	.00	LEE, CONNOR	2861
V391704	2,555.24	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V391705	4,086.06	.00	ORTEGA, MICHAEL	104
V391706	2,047.39	.00	RAMIREZ, ARIANNA	86
V391707	5,659.15	.00	RICE, JAMES	4408
V391708	3,172.13	.00	SILVA, OSCAR	4886
V391709	3,773.36	.00	VAZQUEZ-CAMACHO, MARLENE	101
V391710	5,201.82	.00	VU, JEFFREY	5519
V391711	250.27	.00	BAIR, JOHN	284
V391712	1,676.06	.00	PATTON, DANA	4060
V391713	6,417.93	.00	BAILEY, JOHN	355
V391714	8,543.60	.00	BERNAL, DAVID	480

SELECTION CRITERIA: checkhis.pay_run='NE2'
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V391715	5,003.02	.00	BOUDREAU, CORY	583
V391716	2,645.84	.00	BOUDREAU, LAURA	2192
V391717	5,239.26	.00	BOYINGTON, DEVIN	594
V391718	4,954.04	.00	CARNEY, THOMAS	751
V391719	5,671.38	.00	CHRISTIANSEN, ANDREW	97
V391720	3,440.72	.00	EK, CHRISTOPHER	1477
V391721	4,120.28	.00	KALAGIAN, BRYANT	2436
V391722	2,177.12	.00	LARA, KARON	103
V391723	3,257.55	.00	LOMELI, LISBETH	4516
V391724	3,166.27	.00	LOPEZ, VANESSA	2929
V391725	7,156.11	.00	LOPEZ, WILLYVALDO	2941
V391726	6,722.61	.00	LOWE, AUSTIN	2956
V391727	5,747.90	.00	MOON, DAVID	3479
V391728	2,495.99	.00	MORALES MALDONADO, IVETT	3490
V391729	1,867.37	.00	O'DETTE, NANCY	1920
V391730	4,926.21	.00	PANTOJA, DAVID	3986
V391731	8,020.55	.00	RUBALCAVA, EFRAIN	4590
V391732	2,527.06	.00	SULLIVAN, STACEY	5160
V391733	3,298.95	.00	TREADWAY, SARA	4210
V391734	3,965.23	.00	TURNER, JERAMIAH	291
V391735	5,467.93	.00	VU, KRISTINE	63
V391736	23.70	.00	BENDINELLI, DOMINIC	490
V391737	2,213.42	.00	CARDENAS, MARGARET	336
V391738	2,397.71	.00	IBARRA, KRISTI	88
V391739	23.70	.00	JAMES, SAGIL	392
V391740	6,502.37	.00	MIKHAEL, MINA	3359
V391741	23.70	.00	SCHOONER, BRANDON	556
V391742	23.70	.00	SINGHAL, ANNIE	4893
V391743	2,199.66	.00	ALMANZA, MINERVA	79
V391744	4,633.07	.00	ALQAM, NADER	71
V391745	4,397.80	.00	ARABOLU, DEEPTHI	178
V391746	3,100.91	.00	CAPISTRANO, FRANCES	74
V391747	3,200.33	.00	COLES, CARINA	77
V391748	2,962.77	.00	ESPARZA-ALMARAZ, AARON	383
V391749	2,911.81	.00	GUZMAN, HECTOR	512
V391750	1,521.87	.00	HA, ALAN	677
V391751	3,246.72	.00	LANNAN, GREGORY	2791
V391752	2,498.67	.00	LEE, HYANG SUN	430
V391753	3,594.18	.00	MILLER, JADEN	513
V391754	2,768.62	.00	PENA, MANUEL	2933
V391755	3,282.20	.00	TRAN, JASON	96
V391756	3,725.21	.00	WRAY, NORMAN	5725
V391757	2,635.59	.00	ZARAGOZA, EDUARDO	5788
V391758	4,766.72	.00	AUBUCHON, LAURIE	250
V391759	2,233.89	.00	GENERA, ELIZABETH	1685
V391760	7,605.33	.00	HUNT, JOSEPH	2249
V391761	1,965.81	.00	LUX, ANDREA	2972
V391762	2,424.92	.00	VENEGAS MENDEZ, JAVIER	5491
V391763	2,830.40	.00	BACA, ANDREW	315
V391764	3,161.72	.00	BRITO, MICHAEL	642
V391765	1,387.47	.00	CASTRO, EFRAIN	641
V391766	708.13	.00	CASTRO, JOHN	540
V391767	1,219.50	.00	COLORADO, JARRETH	852
V391768	3,644.44	.00	ESCATEL-OROSCO, PEDRO	1537
V391769	1,333.90	.00	ESPINOSA, GUIDO	637
V391770	1,219.51	.00	GARCIA, RYAN	851

SELECTION CRITERIA: checkhis.pay_run='NE2'
ALL CHECKS

V391771	439.11	.00	GIRON, MAVERICK	853
V391772	1,728.42	.00	GONZALES, DERRICK	635
V391773	2,701.25	.00	GONZALEZ, ALEJANDRO	1783
V391774	1,934.55	.00	GONZALEZ, KONRAD	587
V391775	1,291.28	.00	HERRERA, FELIX	856
V391776	4,363.02	.00	LIBUNAO, NINO	2912
V391777	1,730.29	.00	LISCANO, CHRISTOPHER	850
V391778	1,980.94	.00	MARASCO, MATTHEW	289
V391779	1,816.68	.00	MORALES, LEONARDO	819
V391780	2,974.72	.00	MUNOZ, JOHNNY	144
V391781	2,142.85	.00	NAJERA, JESSE	3630
V391782	3,341.14	.00	RIVERA, JOE	4450
V391783	708.13	.00	RODRIGUEZ, MIGUEL	589
V391784	2,371.42	.00	RODRIGUEZ, OSCAR	131
V391785	2,119.52	.00	SERNA, JUAN	4728
V391786	3,276.33	.00	TORREZ, JAVIER	69
V391787	1,066.30	.00	VILLANUEVA, RICHARD	854
V391788	2,246.15	.00	CARRILLO, EDWARD	765
V391789	2,081.39	.00	CHAVEZ, CAESAR	544
V391790	4,195.23	.00	ELLS, ZACHARY	1500
V391791	2,540.98	.00	ENNIS, JOSEPH	262
V391792	2,034.06	.00	ESPINO, KEVIN	517
V391793	3,295.07	.00	FINCH, BARRETT	1574
V391794	3,930.57	.00	HAGAN, KEVIN	1947
V391795	3,411.67	.00	KVENBO, SCOTT	2750
V391796	2,248.52	.00	LAUTERIO, MATTHEW	533
V391797	2,774.98	.00	MARTINEZ, MARCO	215
V391798	4,737.38	.00	MCGEE, MICHAEL	9306
V391799	2,549.23	.00	MILLER, DAVID	3390
V391800	3,408.57	.00	MOJARRO, ANDREW	3082
V391801	3,735.44	.00	MOORE, FRANK	3486
V391802	1,765.40	.00	MYLLES, JOSHUA	279
V391803	2,152.97	.00	PRECIADO, CAMDEN	134
V391804	2,905.00	.00	SANCHEZ, JUAN	4617
V391805	2,344.09	.00	SPEAR, ANTHONY	5011
V391806	4,000.10	.00	STEPHENSON, MARK	5122
V391807	2,382.86	.00	TAVARES, JAMEY	5231
V391808	1,941.77	.00	ALVAREZ, CARLOS	136
V391809	1,333.87	.00	AVILA, NICHOLAS	744
V391810	2,506.95	.00	DAHL, TERRY	1084
V391811	2,350.28	.00	DOMINGUEZ, KEVIN	565
V391812	1,824.19	.00	GARCIA DEL TORO, JOSE	845
V391813	2,510.62	.00	GARCIA ORTEGA, JOSE	1636
V391814	2,683.11	.00	GRIMES, DAVID	1881
V391815	2,510.90	.00	GUZMAN, KEVIN	132
V391816	2,395.63	.00	KOSS, MICHAEL	2718
V391817	3,185.68	.00	MARTINEZ, GABRIEL	3139
V391818	2,409.01	.00	MELLADO, KIM	3289
V391819	2,837.92	.00	MERROW, MATTHEW	3316
V391820	2,366.58	.00	OTTEN, DAVID	3869
V391821	3,684.38	.00	PORTER, JEFFREY	4174
V391822	1,181.38	.00	RAMOS, NIKOLAS	815
V391823	2,904.80	.00	RODRIGUEZ, EDWARD	4479
V391824	1,971.28	.00	RUIZ, ALEJANDRO	416
V391825	1,363.77	.00	SAILIATA, RAYMOND	648
V391826	1,333.87	.00	SOLOMAN, ROBERTO	654

SELECTION CRITERIA: checkhis.pay_run='NE2'
ALL CHECKS

V391827	2,011.68	.00	TORRES, SALVADOR	234
V391828	2,393.31	.00	WELLS, ANTHONY	5610
V391829	3,529.49	.00	CAMPIZTA, ADAM	225
V391830	3,661.34	.00	DE LA CRUZ, RICARDO	558
V391831	3,553.58	.00	MACIAS, RAYMOND	2998
V391832	2,798.39	.00	WEAR, JOHN	5606
V391833	2,298.61	.00	ALARCON, ALEXANDER	485
V391834	9,030.32	.00	BOX, JAMES	576
V391835	2,231.81	.00	CHAVEZ, ARIANA	788
V391836	2,031.94	.00	CONTRERAS, SAUL	95
V391837	78,901.30	.00	KURATA, DALE	2749
V391838	2,194.85	.00	MANCILLA, JSSICA	451
V391839	2,398.48	.00	MARTINEZ, SERENA	3147
V391840	2,164.21	.00	MOMPELLER, JUSTICE	443
V391841	1,160.22	.00	SANCHEZ, CHRISTOPHER	236
V391842	3,492.59	.00	SAUCEDA, MARK	4642
V391843	1,269.09	.00	ALVARADO, ADRIAN	89
V391844	670.03	.00	BAHENA, PEDRO	148
V391845	600.15	.00	BAKER, JAMISON	465
V391846	45.74	.00	BALENTI, TYLOR	846
V391847	641.26	.00	BARENG, KATHERINE	33
V391848	45.74	.00	CARBAJAL, MARCELO	848
V391849	265.30	.00	CARVENTE, GIANJAVIER	334
V391850	651.84	.00	CISNEROS, MICHELLE	812
V391851	393.37	.00	CONSTANTINE, NATALIE	837
V391852	649.47	.00	DURGIN, JAYLIND	186
V391853	608.38	.00	ESCAMILLA PATRICIO, DANIELLE	534
V391854	146.37	.00	FERNANDEZ, GISSEL	330
V391855	499.20	.00	GARCIA, MICHELE	171
V391856	281.11	.00	GONZALEZ, ISAAC	294
V391857	771.40	.00	GUERRA, ATHZIRI	141
V391858	918.24	.00	GUERRA, ROCCO	44
V391859	678.25	.00	GUILLEN, JAYDEN	339
V391860	735.78	.00	GUTIERREZ, MICHELLE	1925
V391861	1,012.30	.00	HERNANDEZ, KATE	2091
V391862	311.04	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V391863	535.72	.00	HOLLOWAY, ELIZABETH	2185
V391864	320.18	.00	LEOS LOPEZ, EVELYN	836
V391865	375.07	.00	LEWIS, ALEC	266
V391866	737.87	.00	MAGANA, ADAM	173
V391867	535.17	.00	MOLINA, LILLY	611
V391868	724.99	.00	MORENO, ANDREW	161
V391869	796.29	.00	NGHIEM, NATALIE	249
V391870	393.37	.00	NGUYEN, KEVIN	299
V391871	918.82	.00	OCHOA, ALAN	192
V391872	213.33	.00	ONTIVEROS, IZABELLA	3864
V391873	365.92	.00	REYES, JETH	844
V391874	1,002.11	.00	RIVERA GOMEZ, YAMILEX	4432
V391875	219.55	.00	RODRIGUEZ, JACOB	839
V391876	700.11	.00	RODRIGUEZ, KAREN	538
V391877	420.81	.00	RODRIGUEZ, MIKAYLA	295
V391878	632.47	.00	RUIZ, LUIS	527
V391879	948.58	.00	SANCHEZ, NATHAN	504
V391880	411.67	.00	SANTANA, JOZELYN	838
V391881	420.81	.00	SCOTT, EMANY	842
V391882	402.52	.00	SHRESTHA, SALIS	610

SELECTION CRITERIA: checkhis.pay_run='NE2'
ALL CHECKS

V391883	956.46	.00	SOLTERO, JESSE	177
V391884	616.60	.00	SORIA, NOAH	5004
V391885	722.04	.00	STRICKLER, LINDA	5135
V391886	514.18	.00	TAPIA, ANGELICA	306
V391887	676.92	.00	THOMSEN, MATTHEW	194
V391888	283.59	.00	TUCKER, JOSEPHINE	843
V391889	2,807.86	.00	VAN SICKLE, MICHELLE	2076
V391890	865.51	.00	VAZQUEZ, OSCAR	152
V391891	732.17	.00	VELOZ, SABRINA	146
V391892	772.24	.00	WEBER, ISABELLA	614
V391893	237.85	.00	WONGSUPHAKPHAN, BRIANNA	337
V391894	393.84	.00	AGUILAR, KASSANDRA	685
V391895	448.54	.00	AGUILERA, CIENNA	617
V391896	77.54	.00	ARMENTA, JESSICA	599
V391897	404.78	.00	BARNES, JOSIAH	619
V391898	1,127.42	.00	BUENROSTRO, ADRIAN	598
V391899	470.78	.00	CATAN, KYLIE ROSE	185
V391900	175.04	.00	CLOCK, AUDREY	201
V391901	393.84	.00	DIXON, DAVONNE	563
V391902	196.92	.00	GALLEGOS, INARI	572
V391903	120.35	.00	GODFREY, RILEY	4
V391904	350.08	.00	GONZALEZ, EMBERLY	204
V391905	153.16	.00	LU, AIDEN	660
V391906	350.08	.00	POTTER, ALEXANDRA	564
V391907	684.78	.00	SINGH, YASHPREET	48
V391908	652.40	.00	SMITH, JOHN	210
V391909	426.51	.00	TORRES, INEZ	296
V391910	175.04	.00	VACA, SARAH	311
V391911	578.62	.00	VALENCIA, JAYDEN	643
V391912	175.04	.00	XA, ANDY	659
V391913	980.67	.00	AGUILAR, KALVIN	23
V391914	494.00	.00	BARTOLO, BRYAN	338
V391915	991.13	.00	CABUSAO, NINA MARINELLA	729
V391916	881.63	.00	CHOATE, RACHAEL	511
V391917	898.91	.00	CORRALES, ISAAC	474
V391918	3,087.49	.00	DAVIS, TANIKKA	1082
V391919	1,334.52	.00	GRACIA, TONY	622
V391920	3,136.24	.00	HURTADO, MARIA	353
V391921	665.91	.00	KENDRIX, PERRY	741
V391922	1,279.33	.00	LARIZ RUBALCAVA, CARLOS	429
V391923	682.36	.00	LIZARRAGA, ERIK	483
V391924	2,193.07	.00	LOZANO, WILFREDO	621
V391925	2,459.49	.00	MARQUEZ PINEDO, ANALISA	3118
V391926	1,222.85	.00	MEGGINSON, MARK	562
V391927	945.90	.00	MENDOZA, GISELLE	522
V391928	393.37	.00	MORISON, MATTHEW	243
V391929	2,785.20	.00	NIELSEN, ROSEMARY	3760
V391930	987.73	.00	ORTIZ, YAHAIRA	241
V391931	602.27	.00	ROJAS, ASHLEY	473
V391932	738.38	.00	RUIZ, GIANCARLO	466
V391933	544.32	.00	SALAZAR, NICHOLAS	661
V391934	1,103.24	.00	SANCHEZ, MARIA	818
V391935	448.26	.00	SANDOVAL, RYAN	663
V391936	571.39	.00	SINGH, YASMINE	479
V391937	1,008.47	.00	SOSA, ELIANNA	341
V391938	670.03	.00	TOLEDO, ISAAC	742

SELECTION CRITERIA: checkhis.pay_run='NE2'
ALL CHECKS

V391939	210.41	.00	VEGA-MATA, PEDRO	278
V391940	676.03	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL

CHECK:	444	1,319,338.33	1,128.01

TOTAL

CHECKS:	444	1,319,338.33	1,128.01

October 28, 2025
CONSENT CALENDAR
Item No. 4C.

City Council Agenda Report

TREASURER'S REPORT FOR THE MONTH OF SEPTEMBER 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 September 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 September 30, 2025

DESCRIPTION	City Book Balance	RDA Bond Proceeds Series B	Total
Union Bank - City Checking Account	8,610,236.06	-	8,610,236.06
Union Bank - Outstanding checks	(748,495.86)	-	(748,495.86)
Union Bank - Outstanding deposits	189,787.47	-	189,787.47
	8,051,527.67	-	8,051,527.67
Local Agency Investment Fund	19,971,800.79	-	19,971,800.79
Governmental Agency Securities	19,997,790.55	-	19,997,790.55
CMBS	9,697,890.64	-	9,697,890.64
Money Market Mutual	1,821,124.51	1,377,136.47	3,198,260.98
Supranational	3,383,135.00	-	3,383,135.00
Corporate	27,369,807.85	-	27,369,807.85
U S Treasury	47,355,162.14	-	47,355,162.14
Payables/Receivable	(1,489,554.31)	-	(1,489,554.31)
	128,107,157.17	1,377,136.47	129,484,293.64
Total	136,158,684.84	1,377,136.47	137,535,821.31

Fund Description	Cash Balance
11 - General Fund	48,928,329.78
12 - Economic Development Fund	10,631,170.87
13 - Measure R	7,645,432.75
17 - Opioid Settlement Fund	704,638.65
18 - Local Law Enforcement Fund	76,527.44
20 - Asset Forfeiture Fund	657,698.92
21 - Capital Project Fund	(26,336.79)
22 - Prop 172 PD Augment Fund	67,669.47
23 - State Law Enf Supp Fund	54,844.17
24 - State Gas Tax Fund	9,065,068.28
25 - Measure M2	2,528,699.75
28 - HOME Deferred Loan Fund	1,052,995.14
29 - Economic Development Fund (CDBG)	77,505.93
30 - State OCATT Fund	(133,336.74)
31 - Calhome Program	1,521,688.64
32 - Park In-Lieu Fund	-
33 - Traffic Congestion Relief Fund	112,251.69
40 - AB 2766 (AQMD) Fund	522,321.96
52 - Water Enterprise Fund	32,515,776.22
53 - Wastewater Enterprise Fund	(979,162.54)
54 - Water Impact Fund	4,285.60
55 - Sewer Impact Fund	3,805.99
62 - Workers' Comp Self-Ins Fund	4,786,959.58
63 - Public Liab Self-Ins Fund	258,453.40
65 - Accrued Leave Fund	623,608.93
71 - Equip Maint & Replacement Fund	8,290,668.85
73 - Payroll Revolving Fund	-
74 - Management Info Systems Fund	2,076,214.17
77 - Gov't Buildings Maintenance Fund	93,649.05
96 - Tourism & Marketing Dist	288,675.93
97 - Successor Fund to RDA	4,668,562.35
98 - Housing Successor Fund	1,417,153.87
Total Cash	137,535,821.31

* 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 September 30, 2025

Portfolio Characteristics

Average Modified Duration	2.15
Average Coupon	3.57%
Average Purchase YTM	3.96%
Average Market YTM	3.89%
Average Credit Quality*	AA
Average Final Maturity	2.37
Average Life	2.20

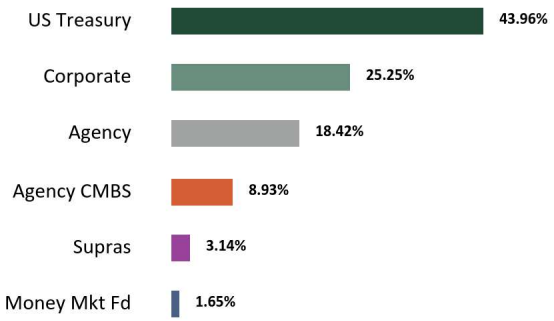
Account Summary

	End Values as of 08/31/2025	End Values as of 09/30/2025
Market Value	109,838,117.80	110,132,162.34
Accrued Interest	760,932.77	785,095.27
Total Market Value	**110,599,050.57**	**110,917,257.61**
Income Earned	255,234.30	446,067.86
Cont/WD	(8,145.46)	0.00
Par	109,884,785.11	110,161,570.20
Book Value	108,992,895.12	109,312,775.58
Cost Value	107,839,255.98	108,135,356.38

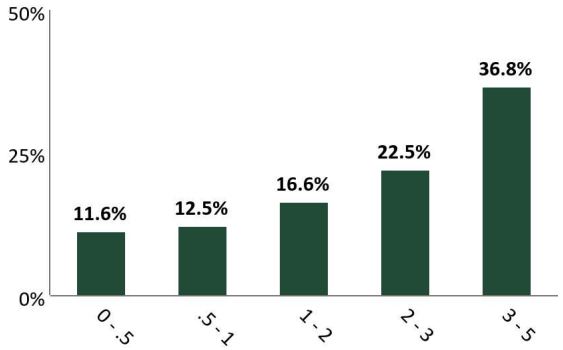
Top Issuers

United States	43.96%
Farm Credit System	10.34%
FHLMC	8.93%
Federal Home Loan Banks	7.08%
Inter-American Development Bank	1.79%
Federated Hermes, Inc.	1.65%
Blackrock, Inc.	1.37%
American Express Company	1.37%

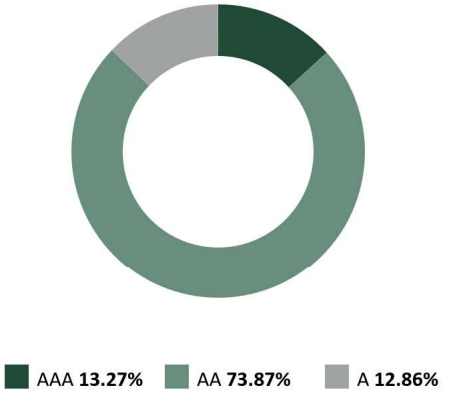
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Core	0.30%	1.24%	4.52%	4.15%	5.68%	4.75%	1.70%	1.94%	2.46%
Benchmark Return	0.27%	1.15%	4.29%	3.91%	5.45%	4.52%	1.51%	1.76%	2.28%

*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

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of September 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	8.9	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	10.3	Compliant	
Max Maturity (Years)	5.0	4.5	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	25.2	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 September 30, 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	18.4	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	10.3	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	1.7	Compliant	
Max % Issuer (MV)	20.0	1.7	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 September 30, 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	3.1	Compliant	
Max % Issuer (MV)	10.0	1.8	Compliant	
Max Maturity (Years)	5	2	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	44.0	Compliant	
Max % Issuer (BV)	100.0	44.2	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

City of Buena Park Core | Account #405 | As of September 30, 2025

Maturities / Calls

Month to Date	**(2,500,000.00)**
Fiscal Year to Date	**(6,800,000.00)**

Principal Paydowns

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

Purchases

Month to Date	**6,897,622.80**
Fiscal Year to Date	**15,567,891.57**

Sales

Month to Date	**(2,527,868.30)**
Fiscal Year to Date	**(6,290,546.96)**

Interest Received

Month to Date	**392,342.49**
Fiscal Year to Date	**1,024,734.38**

Purchased / Sold Interest

Month to Date	**(8,252.20)**
Fiscal Year to Date	**(16,781.41)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	108,992,895.12	108,208,077.94
Maturities/Calls	(2,500,000.00)	(6,800,000.00)
Principal Paydowns	0.00	0.00
Purchases	6,897,622.80	15,567,891.57
Sales	(2,527,868.30)	(6,290,546.96)
Change in Cash, Payables, Receivables	(1,587,689.10)	(1,492,724.87)
Amortization/Accretion	37,815.06	120,077.89
Realized Gain (Loss)	0.00	0.00
Ending Book Value	109,312,775.58	109,312,775.58

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	109,838,117.80	108,723,158.16
Maturities/Calls	(2,500,000.00)	(6,800,000.00)
Principal Paydowns	0.00	0.00
Purchases	6,897,622.80	15,567,891.57
Sales	(2,527,868.30)	(6,290,546.96)
Change in Cash, Payables, Receivables	(1,587,689.10)	(1,492,724.87)
Amortization/Accretion	37,815.06	120,077.89
Change in Net Unrealized Gain (Loss)	(25,835.93)	304,306.54
Realized Gain (Loss)	0.00	0.00
Ending Market Value	110,132,162.34	110,132,162.34

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									
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,100,000.00	11/18/2020 0.52%	1,099,021.00 1,099,980.03	99.63 4.22%	1,095,916.34 2,200.00	1.00% (4,063.69)	Aa1/AA+ AA+	0.10 0.10
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	895,000.00	05/31/2023 4.31%	899,072.25 895,316.98	100.05 4.19%	895,442.20 12,194.38	0.81% 125.23	Aa1/AA+ AA+	0.20 0.20
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 1,998,175.46	100.03 4.04%	2,000,557.78 8,020.83	1.82% 2,382.32	Aa1/AA+ AA+	0.41 0.40
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00	03/16/2023 4.23%	997,070.00 999,562.65	100.12 3.85%	1,001,196.35 2,062.50	0.91% 1,633.70	Aa1/AA+ AA+	0.45 0.44
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 2,001,052.71	100.07 3.87%	2,001,407.98 34,000.00	1.82% 355.27	Aa1/AA+ AA+	0.57 0.55
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	1,000,000.00	08/24/2023 4.82%	998,180.00 999,546.34	100.69 3.73%	1,006,928.39 14,381.94	0.91% 7,382.05	Aa1/AA+ AA+	0.70 0.67
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	10/31/2023 5.06%	998,600.00 999,578.04	101.04 3.72%	1,010,355.01 8,472.22	0.92% 10,776.97	Aa1/AA+ AA+	0.83 0.80
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	2,000,000.00	07/22/2024 4.35%	2,014,366.00 2,008,431.33	101.39 3.77%	2,027,868.94 28,263.89	1.84% 19,437.61	Aa1/AA+ AA+	1.70 1.60
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,600,000.00	09/11/2023 4.50%	1,591,334.40 1,594,899.51	102.01 3.65%	1,632,196.91 4,472.22	1.48% 37,297.40	Aa1/AA+ AA+	2.94 2.73
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 2,492,573.10	102.65 3.71%	2,566,302.43 44,322.92	2.33% 73,729.33	Aa1/AA+ AA+	3.12 2.84
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 1,989,623.98	100.79 3.62%	2,015,707.76 15,715.28	1.83% 26,083.78	Aa1/AA+ AA+	3.30 3.05
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 1,734,304.75	102.65 3.57%	1,796,456.64 36,367.19	1.63% 62,151.89	Aa1/AA+ AA+	3.53 3.19
3130B1BC0	FEDERAL HOME LOAN BANKS 4.625 06/08/2029	1,200,000.00	06/11/2024 4.50%	1,206,668.40 1,204,926.27	103.10 3.72%	1,237,202.66 17,420.83	1.12% 32,276.39	Aa1/AA+ AA+	3.69 3.33
Total Agency		**20,045,000.00**	**4.22%**	**19,997,790.55** **20,017,971.15**	**101.22** **3.79%**	**20,287,539.39** **227,894.20**	**18.42%** **269,568.24**		**1.88** **1.73**
AGENCY CMBS									

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
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	1,000,000.00	01/29/2024 4.42%	961,171.88 979,674.48	98.83 3.82%	988,277.20 2,703.33	0.90% 8,602.72	Aaa/AA+ AA+	1.90 1.75
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	1,250,000.00	06/10/2025 4.27%	1,234,960.94 1,236,367.66	99.96 3.87%	1,249,558.63 4,083.33	1.13% 13,190.97	Aa1/AA+ AAA	2.99 2.70
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	1,000,000.00	12/09/2024 4.34%	979,062.50 983,479.12	99.55 3.88%	995,542.00 3,150.00	0.90% 12,062.88	Aaa/AA+ AA+	3.07 2.80
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	1,000,000.00	04/17/2025 4.21%	981,015.63 983,281.37	99.29 3.87%	992,920.10 3,075.00	0.90% 9,638.73	Aaa/AA+ AA+	3.32 3.00
3137FLN91	FHMS K-091 A2 3.505 03/25/2029	1,000,000.00	09/11/2025 3.75%	990,820.31 990,929.42	98.62 3.90%	986,174.50 2,920.83	0.90% (4,754.92)	Aa1/AAA AA+	3.48 3.12
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	1,000,000.00	09/17/2024 3.74%	980,625.00 985,029.47	97.89 3.91%	978,913.00 2,748.33	0.89% (6,116.47)	Aa1/AA+ AAA	3.57 3.24
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	1,000,000.00	10/30/2024 4.49%	939,101.56 950,541.62	96.63 3.98%	966,329.60 2,500.00	0.88% 15,787.98	Aa1/AA+ AAA	3.99 3.33
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	1,250,000.00	06/10/2025 4.35%	1,132,421.88 1,140,199.15	92.45 3.99%	1,155,660.88 2,155.21	1.05% 15,461.73	Aa1/AA+ AAA	4.32 4.02
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	1,500,000.00	03/26/2025 4.40%	1,498,710.94 1,498,843.00	101.30 4.03%	1,519,485.45 5,515.00	1.38% 20,642.45	Aaa/AA+ AA+	4.48 3.71
Total Agency CMBS		**10,000,000.00**	**4.23%**	**9,697,890.64** **9,748,345.29**	**98.40** **3.92%**	**9,832,861.35** **28,851.04**	**8.93%** **84,516.06**		**3.51** **3.11**
CASH									
CCYUSD	Payable	(1,493,835.00)	--	(1,493,835.00) (1,493,835.00)	1.00 0.00%	(1,493,835.00) 0.00	(1.36%) 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	4,280.69	--	4,280.69 4,280.69	1.00 0.00%	4,280.69 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**(1,489,554.31)**		**(1,489,554.31)** **(1,489,554.31)**	**1.00** **0.00%**	**(1,489,554.31)** **0.00**	**(1.35%)** **0.00**		**0.00** **0.00**
CORPORATE									
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	1,000,000.00	11/08/2022 5.36%	1,000,960.00 1,000,035.04	100.10 4.35%	1,001,030.01 21,150.00	0.91% 994.97	A1/A+ A+	0.11 0.11
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00	03/16/2023 4.64%	962,870.00 993,029.98	99.58 4.07%	995,810.58 13,772.22	0.90% 2,780.60	A2/A A	0.59 0.57
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	08/24/2023 5.47%	1,001,440.00 1,000,395.83	101.24 4.07%	1,012,440.42 6,600.50	0.92% 12,044.59	Aa2/A+ AA	0.88 0.77

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
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	1,000,000.00	10/31/2023 5.91%	999,160.00 999,697.20	101.95 4.01%	1,019,548.37 24,671.72	0.93% 19,851.17	Aa3/A+ AA-	1.08 0.94
09247XAN1	BLACKROCK FINANCE INC 3.2 03/15/2027	750,000.00	06/03/2022 3.36%	744,562.50 748,345.65	99.14 3.81%	743,578.22 1,066.67	0.68% (4,767.43)	Aa3/AA- NA	1.45 1.41
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	500,000.00	03/14/2022 2.73%	489,930.00 497,075.56	97.92 3.78%	489,593.47 511.11	0.44% (7,482.09)	Aa2/AA A+	1.45 1.41
857477CL5	STATE STREET CORP 4.993 03/18/2027	1,000,000.00	03/19/2024 5.00%	999,860.00 999,931.66	101.54 3.90%	1,015,392.37 1,803.03	0.92% 15,460.71	Aa3/A AA-	1.46 1.32
023135CF1	AMAZON.COM INC 3.3 04/13/2027	500,000.00	06/09/2022 3.59%	493,600.00 497,973.03	99.27 3.80%	496,336.82 7,700.00	0.45% (1,636.21)	A1/AA AA-	1.53 1.46
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	750,000.00	06/29/2022 3.91%	752,805.00 750,894.25	100.16 3.90%	751,168.44 11,750.00	0.68% 274.19	A2/A+ A+	1.61 1.44
931142EX7	WALMART INC 3.95 09/09/2027	750,000.00	09/08/2022 3.92%	751,140.00 750,430.68	100.43 3.72%	753,231.05 1,810.42	0.68% 2,800.36	Aa2/AA AA	1.94 1.77
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	12/28/2022 4.66%	695,400.00 726,787.20	98.04 3.96%	735,326.36 10,202.08	0.67% 8,539.16	A2/A+ A	2.04 1.93
037833DK3	APPLE INC 3.0 11/13/2027	1,000,000.00	01/27/2023 4.12%	951,990.00 978,756.88	98.68 3.65%	986,832.17 11,500.00	0.90% 8,075.29	Aaa/AA+ NA	2.12 2.01
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	500,000.00	01/27/2023 4.30%	506,670.00 503,070.79	101.48 3.91%	507,416.30 5,175.00	0.46% 4,345.51	A1/A+ NA	2.28 2.12
713448FL7	PEPSICO INC 3.6 02/18/2028	1,000,000.00	03/16/2023 4.29%	969,840.00 985,390.20	99.51 3.81%	995,139.94 4,300.00	0.90% 9,749.74	A1/A+ NA	2.39 2.25
57636QAW4	MASTERCARD INC 4.875 03/09/2028	1,000,000.00	03/16/2023 4.53%	1,015,050.00 1,007,251.29	102.31 3.87%	1,023,056.18 2,979.17	0.93% 15,804.89	Aa3/A+ NA	2.44 2.21
90331HPS6	US BANK NA 4.73 05/15/2028	1,250,000.00	05/12/2025 4.86%	1,250,475.00 1,250,413.06	100.89 4.49%	1,261,070.13 22,336.11	1.15% 10,657.06	A2/A+ A+	2.62 1.52
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,000,000.00	05/09/2023 4.07%	999,240.00 999,601.07	100.55 3.83%	1,005,453.71 15,075.00	0.91% 5,852.64	Aa3/A+ NA	2.63 2.36
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	535,000.00	07/11/2023 4.98%	534,202.85 534,556.27	102.69 3.92%	549,397.74 5,664.31	0.50% 14,841.47	A1/A A+	2.79 2.56
756109CW2	REALTY INCOME CORP 3.95 02/01/2029	1,500,000.00	09/29/2025 4.09%	1,493,835.00 1,493,835.00	99.50 4.11%	1,492,564.98 0.00	1.36% (1,270.02)	A3/A- NA	3.34 3.08
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	1,250,000.00	02/12/2024 4.54%	1,247,675.00 1,248,434.26	101.57 4.00%	1,269,574.51 8,125.00	1.15% 21,140.25	Aa3/A+ NA	3.36 3.00
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/28/2024 4.81%	1,252,025.00 1,251,370.72	102.61 4.02%	1,282,665.76 5,894.10	1.16% 31,295.05	A1/AA- NA	3.41 3.03

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
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	1,250,000.00	05/16/2024 4.81%	1,251,912.50 1,251,365.29	102.69 4.00%	1,283,562.78 5,725.69	1.17% 32,197.49	A2/A A+	3.41 3.11
09290DAA9	BLACKROCK INC 4.7 03/14/2029	750,000.00	07/22/2024 4.65%	751,597.50 751,180.64	102.29 3.98%	767,165.09 1,664.58	0.70% 15,984.46	Aa3/AA- NA	3.45 3.09
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	750,000.00	06/11/2024 5.01%	744,682.50 746,069.42	102.73 4.05%	770,467.35 11,114.58	0.70% 24,397.93	A1/A A+	3.70 3.32
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/24/2024 4.81%	1,246,925.00 1,247,704.70	102.41 4.05%	1,280,079.76 15,833.33	1.16% 32,375.07	A2/A A	3.73 3.29
025816EJ4	AMERICAN EXPRESS CO 4.351 07/20/2029	1,500,000.00	07/22/2025 4.32%	1,501,260.00 1,501,181.47	100.59 4.33%	1,508,849.87 11,965.25	1.37% 7,668.40	A2/A- A	3.80 2.60
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	750,000.00	03/26/2025 4.75%	756,720.00 755,816.31	102.45 4.48%	768,338.00 7,100.33	0.70% 12,521.69	A1/A AA-	4.31 3.01
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 1,001,217.97	103.01 4.19%	1,030,082.76 7,425.00	0.94% 28,864.79	A2/NA A	4.36 3.80
194162AT0	COLGATE-PALMOLIVE CO 4.2 05/01/2030	1,000,000.00	05/01/2025 4.14%	1,002,580.00 1,002,361.53	100.78 4.01%	1,007,834.46 17,383.33	0.92% 5,472.93	Aa3/A+ NA	4.58 4.00
Total Corporate		**27,535,000.00**	**4.56%**	**27,369,807.85** **27,474,172.94**	**100.99** **4.03%**	**27,803,007.58** **260,298.55**	**25.25%** **328,834.65**		**2.62** **2.26**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	1,821,124.51	-- 4.01%	1,821,124.51 1,821,124.51	1.00 4.01%	1,821,124.51 0.00	1.65% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,821,124.51**	**4.01%**	**1,821,124.51** **1,821,124.51**	**1.00** **4.01%**	**1,821,124.51** **0.00**	**1.65%** **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 1,474,311.49	99.52 3.68%	1,492,786.65 11,520.83	1.36% 18,475.16	Aaa/AAA NA	2.78 2.61
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	2,000,000.00	12/28/2023 3.96%	1,929,020.00 1,955,436.90	98.45 3.68%	1,969,077.50 2,256.94	1.79% 13,640.60	Aaa/AAA NA	2.97 2.80

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
Total				**3,383,135.00**	**98.91**	**3,461,864.15**	**3.14%**		**2.89**
Supranational		**3,500,000.00**	**4.06%**	**3,429,748.39**	**3.68%**	**13,777.78**	**32,115.76**		**2.72**
US TREASURY									
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	1,000,000.00	02/16/2021 0.50%	988,398.44 999,797.18	99.68 4.14%	996,839.55 1,046.20	0.91% (2,957.63)	Aa1/AA+ AA+	0.08 0.08
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	1,250,000.00	01/11/2021 0.49%	1,243,017.58 1,249,649.72	99.10 4.05%	1,238,735.35 1,184.61	1.12% (10,914.37)	Aa1/AA+ AA+	0.25 0.24
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	1,250,000.00	03/29/2021 0.85%	1,221,923.83 1,248,061.52	98.81 4.01%	1,235,122.08 789.74	1.12% (12,939.45)	Aa1/AA+ AA+	0.34 0.33
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	1,500,000.00	05/31/2023 4.17%	1,493,437.50 1,499,091.86	100.02 3.94%	1,500,234.38 7,663.04	1.36% 1,142.52	Aa1/AA+ AA+	0.38 0.37
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	1,500,000.00	09/28/2021 0.93%	1,487,871.09 1,498,663.83	98.48 3.86%	1,477,230.47 30.91	1.34% (21,433.36)	Aa1/AA+ AA+	0.50 0.49
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	1,300,000.00	08/29/2022 3.36%	1,255,972.66 1,293,056.97	99.18 3.82%	1,289,275.00 12,920.52	1.17% (3,781.97)	Aa1/AA+ AA+	0.58 0.56
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	1,500,000.00	06/03/2022 2.94%	1,376,484.38 1,479,456.51	97.99 3.84%	1,469,912.12 3,780.74	1.33% (9,544.39)	Aa1/AA+ AA+	0.67 0.65
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	1,000,000.00	04/17/2025 3.95%	1,001,875.00 1,001,150.06	100.23 3.78%	1,002,320.31 12,172.13	0.91% 1,170.25	Aa1/AA+ AA+	0.71 0.68
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	1,500,000.00	06/03/2022 2.93%	1,364,414.06 1,472,900.70	97.44 3.78%	1,461,585.93 1,579.48	1.33% (11,314.77)	Aa1/AA+ AA+	0.83 0.81
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	1,600,000.00	10/04/2022 4.00%	1,457,250.00 1,567,805.32	98.07 3.77%	1,569,093.74 3,065.22	1.42% 1,288.42	Aa1/AA+ AA+	0.87 0.85
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	1,000,000.00	05/26/2022 2.73%	924,257.81 982,583.60	97.24 3.72%	972,367.19 24.04	0.88% (10,216.41)	Aa1/AA+ AA+	1.00 0.98
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	1,000,000.00	05/26/2022 2.72%	937,500.00 983,842.76	97.21 3.72%	972,070.31 4,200.82	0.88% (11,772.45)	Aa1/AA+ AA+	1.17 1.13
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	1,500,000.00	06/03/2022 2.95%	1,391,015.63 1,470,223.56	97.03 3.71%	1,455,410.16 4,738.45	1.32% (14,813.40)	Aa1/AA+ AA+	1.25 1.22
912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	1,500,000.00	06/09/2022 3.08%	1,397,578.13 1,470,589.95	97.17 3.70%	1,457,578.13 3,790.76	1.32% (13,011.82)	Aa1/AA+ AA+	1.34 1.30
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,700,000.00	10/04/2022 3.94%	1,585,050.78 1,663,798.93	98.09 3.69%	1,667,527.35 4,885.19	1.51% 3,728.42	Aa1/AA+ AA+	1.38 1.33
91282CMV0	UNITED STATES TREASURY 3.875 03/31/2027	1,500,000.00	06/17/2025 3.97%	1,497,421.88 1,497,837.71	100.30 3.67%	1,504,453.13 159.68	1.37% 6,615.42	Aa1/AA+ AA+	1.50 1.44

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
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	1,500,000.00	06/09/2022 3.07%	1,478,085.94 1,492,928.57	98.62 3.65%	1,479,316.41 17,262.23	1.34% (13,612.16)	Aa1/AA+ AA+	1.58 1.51
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	1,500,000.00	09/27/2022 4.20%	1,428,808.59 1,472,323.25	99.07 3.63%	1,486,113.29 4,014.16	1.35% 13,790.04	Aa1/AA+ AA+	1.92 1.84
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,150,000.00	12/28/2022 4.02%	1,060,560.55 1,111,102.37	97.22 3.62%	1,118,015.63 9,773.44	1.02% 6,913.25	Aa1/AA+ AA+	2.13 2.03
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	2,000,000.00	02/23/2023 4.15%	1,942,421.88 1,972,716.04	99.73 3.62%	1,994,687.50 11,793.48	1.81% 21,971.46	Aa1/AA+ AA+	2.34 2.21
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	2,000,000.00	05/31/2023 3.84%	1,981,171.88 1,990,271.25	100.03 3.61%	2,000,546.88 199.18	1.82% 10,275.63	Aa1/AA+ AA+	2.50 2.37
91282CMW8	UNITED STATES TREASURY 3.75 04/15/2028	750,000.00	05/01/2025 3.64%	752,314.45 751,988.41	100.30 3.62%	752,285.16 12,986.68	0.68% 296.75	Aa1/AA+ AA+	2.54 2.36
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	1,500,000.00	10/30/2024 4.11%	1,494,199.22 1,495,651.58	100.98 3.62%	1,514,707.04 15,163.04	1.38% 19,055.45	Aa1/AA+ AA+	2.75 2.56
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	2,250,000.00	08/19/2025 3.71%	2,259,843.75 2,259,453.71	100.65 3.63%	2,264,589.86 18,479.96	2.06% 5,136.14	Aa1/AA+ AA+	2.79 2.60
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	1,750,000.00	03/12/2024 4.20%	1,657,031.25 1,689,650.85	97.96 3.63%	1,714,248.04 6,425.78	1.56% 24,597.19	Aa1/AA+ AA+	2.88 2.72
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	1,000,000.00	07/23/2024 4.18%	937,929.69 953,132.01	96.86 3.67%	968,554.69 9,241.80	0.88% 15,422.68	Aa1/AA+ AA+	3.67 3.41
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/03/2024 3.69%	2,027,343.75 2,021,358.97	101.11 3.69%	2,022,109.38 13,478.26	1.84% 750.42	Aa1/AA+ AA+	3.83 3.50
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	09/17/2024 3.45%	1,971,093.75 1,977,137.20	97.95 3.69%	1,959,062.50 5,352.21	1.78% (18,074.70)	Aa1/AA+ AA+	3.92 3.64
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	1,500,000.00	12/30/2024 4.38%	1,483,535.16 1,486,091.17	101.59 3.70%	1,523,847.66 25,893.34	1.38% 37,756.49	Aa1/AA+ AA+	4.08 3.67
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,500,000.00	12/30/2024 4.38%	1,499,589.84 1,499,651.39	102.59 3.71%	1,538,789.07 16,584.58	1.40% 39,137.68	Aa1/AA+ AA+	4.25 3.82
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	1,250,000.00	02/07/2025 4.34%	1,245,263.67 1,245,871.36	102.12 3.72%	1,276,464.85 8,950.41	1.16% 30,593.49	Aa1/AA+ AA+	4.34 3.91
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,000,000.00	03/26/2025 4.09%	1,991,875.00 1,992,724.08	101.16 3.71%	2,023,203.12 6,850.83	1.84% 30,479.04	Aa1/AA+ AA+	4.41 4.01
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	1,500,000.00	09/11/2025 3.57%	1,520,625.00 1,520,405.22	100.60 3.74%	1,509,023.43 9,792.80	1.37% (11,381.79)	Aa1/AA+ AA+	4.83 4.35
				47,355,162.14	**99.34**	**48,415,319.66**	**43.96%**		**2.18**
Total US Treasury		**48,750,000.00**	**3.43%**	**48,310,967.62**	**3.73%**	**254,273.70**	**104,352.05**		**2.03**

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
				108,135,356.38	99.71	110,132,162.34	100.00%		2.37
Total Portfolio		110,161,570.20	3.96%	109,312,775.58	3.89%	785,095.27	819,386.75		2.15
Total Market Value + Accrued						110,917,257.61			

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/02/2025	60934N104	94,687.50	FEDERATED HRMS GV O INST	1.000	4.16%	(94,687.50)	0.00	(94,687.50)	0.00
Purchase	09/03/2025	60934N104	3,447.29	FEDERATED HRMS GV O INST	1.000	4.16%	(3,447.29)	0.00	(3,447.29)	0.00
Purchase	09/08/2025	60934N104	35,000.00	FEDERATED HRMS GV O INST	1.000	4.17%	(35,000.00)	0.00	(35,000.00)	0.00
Purchase	09/09/2025	60934N104	39,187.50	FEDERATED HRMS GV O INST	1.000	4.17%	(39,187.50)	0.00	(39,187.50)	0.00
Purchase	09/11/2025	60934N104	1,000,000.00	FEDERATED HRMS GV O INST	1.000	4.15%	(1,000,000.00)	0.00	(1,000,000.00)	0.00
Purchase	09/11/2025	60934N104	3,750.00	FEDERATED HRMS GV O INST	1.000	4.15%	(3,750.00)	0.00	(3,750.00)	0.00
Purchase	09/12/2025	91282CNN7	1,500,000.00	UNITED STATES TREASURY 3.875 07/31/2030	101.375	3.57%	(1,520,625.00)	(6,791.78)	(1,527,416.78)	0.00
Purchase	09/15/2025	60934N104	56,000.00	FEDERATED HRMS GV O INST	1.000	4.15%	(56,000.00)	0.00	(56,000.00)	0.00
Purchase	09/16/2025	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029	99.082	3.75%	(990,820.31)	(1,460.42)	(992,280.73)	0.00
Purchase	09/18/2025	60934N104	56,215.00	FEDERATED HRMS GV O INST	1.000	4.17%	(56,215.00)	0.00	(56,215.00)	0.00
Purchase	09/23/2025	60934N104	1,502,812.50	FEDERATED HRMS GV O INST	1.000	4.01%	(1,502,812.50)	0.00	(1,502,812.50)	0.00
Purchase	09/25/2025	60934N104	23,774.99	FEDERATED HRMS GV O INST	1.000	4.00%	(23,774.99)	0.00	(23,774.99)	0.00
Purchase	09/25/2025	60934N104	2,155.21	FEDERATED HRMS GV O INST	1.000	4.00%	(2,155.21)	0.00	(2,155.21)	0.00
Purchase	09/30/2025	60934N104	75,312.50	FEDERATED HRMS GV O INST	1.000	4.01%	(75,312.50)	0.00	(75,312.50)	0.00
Total Purchase			**5,392,342.49**				**(5,403,787.80)**	**(8,252.20)**	**(5,412,040.00)**	**0.00**
TOTAL ACQUISITIONS			**5,392,342.49**				**(5,403,787.80)**	**(8,252.20)**	**(5,412,040.00)**	**0.00**

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	09/11/2025	89114QCK2	(1,000,000.00)	TORONTO-DOMINION BANK 0.75 09/11/2025	100.000	0.91%	1,000,000.00	0.00	1,000,000.00	0.00
Maturity	09/23/2025	3137EAEX3	(1,500,000.00)	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	100.000	0.47%	1,500,000.00	0.00	1,500,000.00	0.00
Total Maturity			**(2,500,000.00)**				**2,500,000.00**	**0.00**	**2,500,000.00**	**0.00**
Sale	09/08/2025	60934N104	(8,170.79)	FEDERATED HRMS GV O INST	1.000	4.17%	8,170.79	0.00	8,170.79	0.00
Sale	09/12/2025	60934N104	(1,527,416.78)	FEDERATED HRMS GV O INST	1.000	4.15%	1,527,416.78	0.00	1,527,416.78	0.00
Sale	09/16/2025	60934N104	(992,280.73)	FEDERATED HRMS GV O INST	1.000	4.19%	992,280.73	0.00	992,280.73	0.00
Total Sale			**(2,527,868.30)**				**2,527,868.30**	**0.00**	**2,527,868.30**	**0.00**
TOTAL DISPOSITIONS			**(5,027,868.30)**				**5,027,868.30**	**0.00**	**5,027,868.30**	**0.00**
OTHER TRANSACTIONS										
Coupon	09/01/2025	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	09/01/2025	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	09/01/2025	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	09/01/2025	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	09/01/2025	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	09/01/2025	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	09/01/2025	3137FKZZ2	0.00	FHMS K-088 A2 3.69 01/25/2029		4.21%	3,075.00	0.00	3,075.00	0.00

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	09/01/2025	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	09/08/2025	3130AWTR1	0.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		4.50%	35,000.00	0.00	35,000.00	0.00
Coupon	09/09/2025	57636QAW4	0.00	MASTERCARD INC 4.875 03/09/2028		4.53%	24,375.00	0.00	24,375.00	0.00
Coupon	09/09/2025	931142EX7	0.00	WALMART INC 3.95 09/09/2027		3.92%	14,812.50	0.00	14,812.50	0.00
Coupon	09/11/2025	89114QCK2	0.00	TORONTO-DOMINION BANK 0.75 09/11/2025		0.91%	3,750.00	0.00	3,750.00	0.00
Coupon	09/13/2025	3130AUU36	0.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		4.23%	20,625.00	0.00	20,625.00	0.00
Coupon	09/14/2025	09290DAA9	0.00	BLACKROCK INC 4.7 03/14/2029		4.65%	17,625.00	0.00	17,625.00	0.00
Coupon	09/15/2025	09247XAN1	0.00	BLACKROCK FINANCE INC 3.2 03/15/2027		3.36%	12,000.00	0.00	12,000.00	0.00
Coupon	09/15/2025	084664CZ2	0.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		2.73%	5,750.00	0.00	5,750.00	0.00
Coupon	09/18/2025	857477CL5	0.00	STATE STREET CORP 4.993 03/18/2027		5.00%	24,965.00	0.00	24,965.00	0.00
Coupon	09/18/2025	4581X0DC9	0.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		3.96%	31,250.00	0.00	31,250.00	0.00
Coupon	09/23/2025	3137EAEX3	0.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025		0.47%	2,812.50	0.00	2,812.50	0.00
Coupon	09/30/2025	91282CMV0	0.00	UNITED STATES TREASURY 3.875 03/31/2027		3.97%	29,062.50	0.00	29,062.50	0.00
Coupon	09/30/2025	91282CGT2	0.00	UNITED STATES TREASURY 3.625 03/31/2028		3.84%	36,250.00	0.00	36,250.00	0.00
Coupon	09/30/2025	91282CCZ2	0.00	UNITED STATES TREASURY 0.875 09/30/2026		2.73%	4,375.00	0.00	4,375.00	0.00

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	09/30/2025	91282CBT7	0.00	UNITED STATES TREASURY 0.75 03/31/2026		0.93%	5,625.00	0.00	5,625.00	0.00
Total Coupon			**0.00**				**294,207.70**	**0.00**	**294,207.70**	**0.00**
Dividend	09/30/2025	60934N104	0.00	FEDERATED HRMS GV O INST		4.03%	4,280.69	0.00	4,280.69	0.00
Total Dividend			**0.00**				**4,280.69**	**0.00**	**4,280.69**	**0.00**
Management Fee	09/08/2025	CCYUSD	(8,170.79)	Cash		0.00%	(8,170.79)	0.00	(8,170.79)	0.00
Total Management Fee			**(8,170.79)**				**(8,170.79)**	**0.00**	**(8,170.79)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(8,170.79)**				**290,317.60**	**0.00**	**290,317.60**	**0.00**

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	1,821,124.51	1,456,650.32 2,892,342.49 (2,527,868.30) 1,821,124.51	0.00 3,447.29 0.00 3,447.29	0.00 0.00 0.00 3,447.29	3,447.29
CCYUSD	Payable	(1,493,835.00)	0.00 0.00 0.00 (1,493,835.00)	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
CCYUSD	Receivable	4,280.69	98,134.79 0.00 0.00 4,280.69	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**331,570.20**	**1,554,785.11** **2,892,342.49** **(2,527,868.30)** **331,570.20**	**0.00** **3,447.29** **0.00** **3,447.29**	**0.00** **0.00** **0.00** **3,447.29**	**3,447.29**
FIXED INCOME						
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	03/16/2023 03/20/2023 1,000,000.00	992,052.88 0.00 0.00 993,029.98	10,980.56 0.00 13,772.22 2,791.67	977.11 0.00 977.11 3,768.77	3,768.77
023135CF1	AMAZON.COM INC 3.3 04/13/2027	06/09/2022 06/13/2022 500,000.00	497,864.25 0.00 0.00 497,973.03	6,325.00 0.00 7,700.00 1,375.00	108.78 0.00 108.78 1,483.78	1,483.78
025816EJ4	AMERICAN EXPRESS CO 4.351 07/20/2029	07/22/2025 07/25/2025 1,500,000.00	1,501,216.11 0.00 0.00 1,501,181.47	6,526.50 0.00 11,965.25 5,438.75	0.00 (34.65) (34.65) 5,404.10	5,404.10
037833DK3	APPLE INC 3.0 11/13/2027	01/27/2023 01/31/2023 1,000,000.00	977,932.44 0.00 0.00 978,756.88	9,000.00 0.00 11,500.00 2,500.00	824.44 0.00 824.44 3,324.44	3,324.44

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
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	08/24/2023 08/28/2023 1,000,000.00	1,000,436.78 0.00 0.00 1,000,395.83	1,995.50 0.00 6,600.50 4,605.00	0.00 (40.95) (40.95) 4,564.05	4,564.05
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	03/14/2022 03/16/2022 500,000.00	496,910.03 0.00 0.00 497,075.56	5,302.78 5,750.00 511.11 958.33	165.53 0.00 165.53 1,123.87	1,123.87
09247XAN1	BLACKROCK FINANCE INC 3.2 03/15/2027	06/03/2022 06/07/2022 750,000.00	748,252.01 0.00 0.00 748,345.65	11,066.67 12,000.00 1,066.67 2,000.00	93.64 0.00 93.64 2,093.64	2,093.64
09290DAA9	BLACKROCK INC 4.7 03/14/2029	07/22/2024 07/23/2024 750,000.00	751,209.39 0.00 0.00 751,180.64	16,352.08 17,625.00 1,664.58 2,937.50	0.00 (28.75) (28.75) 2,908.75	2,908.75
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	05/16/2024 05/20/2024 1,250,000.00	1,251,398.19 0.00 0.00 1,251,365.29	673.61 0.00 5,725.69 5,052.08	0.00 (32.90) (32.90) 5,019.18	5,019.18
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/28/2024 03/01/2024 1,250,000.00	1,251,404.62 0.00 0.00 1,251,370.72	842.01 0.00 5,894.10 5,052.08	0.00 (33.90) (33.90) 5,018.18	5,018.18
194162AT0	COLGATE-PALMOLIVE CO 4.2 05/01/2030	05/01/2025 05/02/2025 1,000,000.00	1,002,404.65 0.00 0.00 1,002,361.53	13,883.33 0.00 17,383.33 3,500.00	0.00 (43.12) (43.12) 3,456.88	3,456.88
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	07/11/2023 07/14/2023 535,000.00	534,543.18 0.00 0.00 534,556.27	3,457.44 0.00 5,664.31 2,206.88	13.09 0.00 13.09 2,219.96	2,219.96
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	06/11/2024 06/12/2024 750,000.00	745,982.01 0.00 0.00 746,069.42	8,083.33 0.00 11,114.58 3,031.25	87.41 0.00 87.41 3,118.66	3,118.66

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
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	05/31/2023 06/01/2023 895,000.00	895,449.05 0.00 0.00 895,316.98	8,838.13 0.00 12,194.38 3,356.25	0.00 (132.07) (132.07) 3,224.18	3,224.18
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	03/16/2023 03/17/2023 1,000,000.00	999,482.15 0.00 0.00 999,562.65	19,250.00 20,625.00 2,062.50 3,437.50	80.49 0.00 80.49 3,517.99	3,517.99
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	08/24/2023 08/28/2023 1,000,000.00	999,492.76 0.00 0.00 999,546.34	10,423.61 0.00 14,381.94 3,958.33	53.58 0.00 53.58 4,011.92	4,011.92
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	09/11/2023 09/12/2023 1,600,000.00	1,594,756.91 0.00 0.00 1,594,899.51	33,638.89 35,000.00 4,472.22 5,833.33	142.60 0.00 142.60 5,975.94	5,975.94
3130B1BC0	FEDERAL HOME LOAN BANKS 4.625 06/08/2029	06/11/2024 06/12/2024 1,200,000.00	1,205,036.07 0.00 0.00 1,204,926.27	12,795.83 0.00 17,420.83 4,625.00	0.00 (109.80) (109.80) 4,515.20	4,515.20
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	07/22/2024 07/23/2024 2,000,000.00	2,008,840.62 0.00 0.00 2,008,431.33	20,555.56 0.00 28,263.89 7,708.33	0.00 (409.29) (409.29) 7,299.05	7,299.05
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	11/14/2023 11/15/2023 2,500,000.00	2,492,377.48 0.00 0.00 2,492,573.10	34,687.50 0.00 44,322.92 9,635.42	195.62 0.00 195.62 9,831.03	9,831.03
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	05/09/2023 05/10/2023 2,000,000.00	2,001,203.82 0.00 0.00 2,001,052.71	27,333.33 0.00 34,000.00 6,666.67	0.00 (151.11) (151.11) 6,515.56	6,515.56
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	06/07/2023 06/08/2023 2,000,000.00	1,997,805.62 0.00 0.00 1,998,175.46	1,145.83 0.00 8,020.83 6,875.00	369.84 0.00 369.84 7,244.84	7,244.84

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3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	01/29/2024 01/31/2024 2,000,000.00	1,989,365.66 0.00 0.00 1,989,623.98	9,256.94 0.00 15,715.28 6,458.33	258.32 0.00 258.32 6,716.66	6,716.66
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	10/31/2023 11/01/2023 1,000,000.00	999,536.13 0.00 0.00 999,578.04	4,305.56 0.00 8,472.22 4,166.67	41.92 0.00 41.92 4,208.58	4,208.58
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	04/10/2024 04/15/2024 1,750,000.00	1,733,938.89 0.00 0.00 1,734,304.75	29,986.98 0.00 36,367.19 6,380.21	365.86 0.00 365.86 6,746.07	6,746.07
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	11/18/2020 11/19/2020 1,100,000.00	1,099,963.84 0.00 0.00 1,099,980.03	1,741.67 0.00 2,200.00 458.33	16.19 0.00 16.19 474.52	474.52
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	10/19/2020 10/20/2020 0.00	1,499,912.50 0.00 (1,500,000.00) 0.00	2,468.75 2,812.50 0.00 343.75	87.50 0.00 87.50 431.25	431.25
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	01/29/2024 01/31/2024 1,000,000.00	978,763.02 0.00 0.00 979,674.48	2,703.33 2,703.33 2,703.33 2,703.33	911.46 0.00 911.46 3,614.79	3,614.79
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	06/10/2025 06/13/2025 1,250,000.00	1,235,984.01 0.00 0.00 1,236,367.66	4,083.33 4,083.33 4,083.33 4,083.33	383.65 0.00 383.65 4,466.98	4,466.98
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	12/09/2024 12/12/2024 1,000,000.00	983,026.91 0.00 0.00 983,479.12	3,150.00 3,150.00 3,150.00 3,150.00	452.21 0.00 452.21 3,602.21	3,602.21
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	04/17/2025 04/23/2025 1,000,000.00	982,859.18 0.00 0.00 983,281.37	3,075.00 3,075.00 3,075.00 3,075.00	422.19 0.00 422.19 3,497.19	3,497.19

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3137FLN91	FHMS K-091 A2 3.505 03/25/2029	09/11/2025 09/16/2025 1,000,000.00	0.00 990,820.31 0.00 990,929.42	0.00 (1,460.42) 2,920.83 1,460.42	109.11 0.00 109.11 1,569.53	1,569.53
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	09/17/2024 09/20/2024 1,000,000.00	984,678.05 0.00 0.00 985,029.47	2,748.33 2,748.33 2,748.33 2,748.33	351.42 0.00 351.42 3,099.75	3,099.75
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	06/10/2025 06/13/2025 1,250,000.00	1,138,078.07 0.00 0.00 1,140,199.15	2,155.21 2,155.21 2,155.21 2,155.21	2,121.07 0.00 2,121.07 4,276.28	4,276.28
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	10/30/2024 11/04/2024 1,000,000.00	949,504.76 0.00 0.00 950,541.62	2,500.00 2,500.00 2,500.00 2,500.00	1,036.86 0.00 1,036.86 3,536.86	3,536.86
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	03/26/2025 03/31/2025 1,500,000.00	1,498,821.47 0.00 0.00 1,498,843.00	5,515.00 5,515.00 5,515.00 5,515.00	21.53 0.00 21.53 5,536.53	5,536.53
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/24/2024 06/25/2024 1,250,000.00	1,247,654.18 0.00 0.00 1,247,704.70	10,885.42 0.00 15,833.33 4,947.92	50.52 0.00 50.52 4,998.44	4,998.44
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	12/28/2023 12/29/2023 2,000,000.00	1,954,202.47 0.00 0.00 1,955,436.90	28,298.61 31,250.00 2,256.94 5,208.33	1,234.43 0.00 1,234.43 6,442.77	6,442.77
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 1,500,000.00	1,473,552.22 0.00 0.00 1,474,311.49	7,145.83 0.00 11,520.83 4,375.00	759.27 0.00 759.27 5,134.27	5,134.27
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	03/26/2025 03/27/2025 750,000.00	755,960.52 0.00 0.00 755,816.31	3,967.83 0.00 7,100.33 3,132.50	0.00 (144.21) (144.21) 2,988.29	2,988.29

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532457CK2	ELI LILLY AND CO 4.5 02/09/2029	02/12/2024 02/14/2024 1,250,000.00	1,248,395.98 0.00 0.00 1,248,434.26	3,437.50 0.00 8,125.00 4,687.50	38.28 0.00 38.28 4,725.78	4,725.78
57636QAW4	MASTERCARD INC 4.875 03/09/2028	03/16/2023 03/20/2023 1,000,000.00	1,007,503.95 0.00 0.00 1,007,251.29	23,291.67 24,375.00 2,979.17 4,062.50	0.00 (252.66) (252.66) 3,809.84	3,809.84
58933YBH7	MERCK & CO INC 4.05 05/17/2028	05/09/2023 05/17/2023 1,000,000.00	999,588.59 0.00 0.00 999,601.07	11,700.00 0.00 15,075.00 3,375.00	12.48 0.00 12.48 3,387.48	3,387.48
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	10/31/2023 11/02/2023 1,000,000.00	999,674.14 0.00 0.00 999,697.20	19,770.06 0.00 24,671.72 4,901.67	23.06 0.00 23.06 4,924.72	4,924.72
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	02/07/2025 02/10/2025 1,000,000.00	1,001,241.41 0.00 0.00 1,001,217.97	3,300.00 0.00 7,425.00 4,125.00	0.00 (23.44) (23.44) 4,101.56	4,101.56
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	06/29/2022 07/01/2022 750,000.00	750,942.51 0.00 0.00 750,894.25	9,250.00 0.00 11,750.00 2,500.00	0.00 (48.25) (48.25) 2,451.75	2,451.75
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	01/27/2023 01/31/2023 500,000.00	503,181.65 0.00 0.00 503,070.79	3,258.33 0.00 5,175.00 1,916.67	0.00 (110.86) (110.86) 1,805.81	1,805.81
713448FL7	PEPSICO INC 3.6 02/18/2028	03/16/2023 03/20/2023 1,000,000.00	984,886.41 0.00 0.00 985,390.20	1,300.00 0.00 4,300.00 3,000.00	503.79 0.00 503.79 3,503.79	3,503.79
756109CW2	REALTY INCOME CORP 3.95 02/01/2029	09/29/2025 10/06/2025 1,500,000.00	0.00 1,493,835.00 0.00 1,493,835.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00

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857477CL5	STATE STREET CORP 4.993 03/18/2027	03/19/2024 03/21/2024 1,000,000.00	999,927.82 0.00 0.00 999,931.66	22,607.19 24,965.00 1,803.03 4,160.83	3.85 0.00 3.85 4,164.68	4,164.68
89114QCK2	TORONTO-DOMINION BANK 0.75 09/11/2025	05/26/2021 05/28/2021 0.00	999,956.09 0.00 (1,000,000.00) 0.00	3,541.67 3,750.00 0.00 208.33	43.91 0.00 43.91 252.24	252.24
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	11/08/2022 11/10/2022 1,000,000.00	1,000,061.31 0.00 0.00 1,000,035.04	16,650.00 0.00 21,150.00 4,500.00	0.00 (26.28) (26.28) 4,473.72	4,473.72
90331HPS6	US BANK NA 4.73 05/15/2028	05/12/2025 05/15/2025 1,250,000.00	1,250,426.43 0.00 0.00 1,250,413.06	17,409.03 0.00 22,336.11 4,927.08	0.00 (13.37) (13.37) 4,913.72	4,913.72
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	10/04/2022 10/05/2022 1,600,000.00	1,564,768.09 0.00 0.00 1,567,805.32	1,108.70 0.00 3,065.22 1,956.52	3,037.23 0.00 3,037.23 4,993.76	4,993.76
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	12/28/2022 12/29/2022 1,150,000.00	1,109,596.66 0.00 0.00 1,111,102.37	7,664.06 0.00 9,773.44 2,109.38	1,505.71 0.00 1,505.71 3,615.09	3,615.09
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	03/12/2024 03/13/2024 1,750,000.00	1,687,924.95 0.00 0.00 1,689,650.85	2,324.22 0.00 6,425.78 4,101.56	1,725.91 0.00 1,725.91 5,827.47	5,827.47
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	08/29/2022 08/31/2022 1,300,000.00	1,292,069.81 0.00 0.00 1,293,056.97	10,403.53 0.00 12,920.52 2,516.98	987.16 0.00 987.16 3,504.14	3,504.14
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/04/2022 10/05/2022 1,700,000.00	1,661,635.52 0.00 0.00 1,663,798.93	1,766.98 0.00 4,885.19 3,118.21	2,163.41 0.00 2,163.41 5,281.62	5,281.62

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912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	06/09/2022 06/10/2022 1,500,000.00	1,468,778.24 0.00 0.00 1,470,589.95	1,956.52 0.00 3,790.76 1,834.24	1,811.71 0.00 1,811.71 3,645.95	3,645.95
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	02/16/2021 02/18/2021 1,000,000.00	999,594.35 0.00 0.00 999,797.18	842.39 0.00 1,046.20 203.80	202.82 0.00 202.82 406.63	406.63
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	01/11/2021 01/12/2021 1,250,000.00	1,249,534.25 0.00 0.00 1,249,649.72	802.48 0.00 1,184.61 382.13	115.48 0.00 115.48 497.61	497.61
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	03/29/2021 03/31/2021 1,250,000.00	1,247,584.85 0.00 0.00 1,248,061.52	407.61 0.00 789.74 382.13	476.68 0.00 476.68 858.81	858.81
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	09/28/2021 09/30/2021 1,500,000.00	1,498,442.36 0.00 0.00 1,498,663.83	4,733.61 5,625.00 30.91 922.30	221.47 0.00 221.47 1,143.77	1,143.77
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,476,909.80 0.00 0.00 1,479,456.51	2,858.61 0.00 3,780.74 922.13	2,546.71 0.00 2,546.71 3,468.84	3,468.84
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,470,217.60 0.00 0.00 1,472,900.70	815.22 0.00 1,579.48 764.27	2,683.10 0.00 2,683.10 3,447.37	3,447.37
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	05/26/2022 05/31/2022 1,000,000.00	981,148.19 0.00 0.00 982,583.60	3,681.69 4,375.00 24.04 717.34	1,435.42 0.00 1,435.42 2,152.76	2,152.76
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	05/26/2022 05/31/2022 1,000,000.00	982,702.25 0.00 0.00 983,842.76	3,176.23 0.00 4,200.82 1,024.59	1,140.51 0.00 1,140.51 2,165.10	2,165.10

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91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,468,264.59 0.00 0.00 1,470,223.56	3,209.92 0.00 4,738.45 1,528.53	1,958.98 0.00 1,958.98 3,487.51	3,487.51
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	06/09/2022 06/10/2022 1,500,000.00	1,492,560.27 0.00 0.00 1,492,928.57	13,899.46 0.00 17,262.23 3,362.77	368.30 0.00 368.30 3,731.08	3,731.08
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	07/23/2024 07/24/2024 1,000,000.00	952,081.16 0.00 0.00 953,132.01	6,987.70 0.00 9,241.80 2,254.10	1,050.85 0.00 1,050.85 3,304.95	3,304.95
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	09/27/2022 09/28/2022 1,500,000.00	1,471,135.41 0.00 0.00 1,472,323.25	129.49 23,437.50 4,014.16 27,322.17	1,187.84 0.00 1,187.84 28,510.01	28,510.01
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	09/17/2024 09/18/2024 2,000,000.00	1,976,657.56 0.00 0.00 1,977,137.20	172.65 31,250.00 5,352.21 36,429.56	479.64 0.00 479.64 36,909.20	36,909.20
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	02/23/2023 02/28/2023 2,000,000.00	1,971,755.34 0.00 0.00 1,972,716.04	6,086.96 0.00 11,793.48 5,706.52	960.70 0.00 960.70 6,667.22	6,667.22
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	05/31/2023 06/01/2023 1,500,000.00	1,498,892.99 0.00 0.00 1,499,091.86	2,771.74 0.00 7,663.04 4,891.30	198.86 0.00 198.86 5,090.17	5,090.17
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	03/26/2025 03/27/2025 2,000,000.00	1,992,588.59 0.00 0.00 1,992,724.08	220.99 40,000.00 6,850.83 46,629.83	135.49 0.00 135.49 46,765.33	46,765.33
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	05/31/2023 06/01/2023 2,000,000.00	1,989,951.22 0.00 0.00 1,990,271.25	30,505.46 36,250.00 199.18 5,943.71	320.02 0.00 320.02 6,263.74	6,263.74

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91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	04/17/2025 04/22/2025 1,000,000.00	1,001,284.31 0.00 0.00 1,001,150.06	8,790.98 0.00 12,172.13 3,381.15	0.00 (134.25) (134.25) 3,246.90	3,246.90
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	10/30/2024 10/31/2024 1,500,000.00	1,495,521.52 0.00 0.00 1,495,651.58	10,271.74 0.00 15,163.04 4,891.30	130.06 0.00 130.06 5,021.37	5,021.37
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	09/03/2024 09/04/2024 2,000,000.00	2,021,816.98 0.00 0.00 2,021,358.97	6,956.52 0.00 13,478.26 6,521.74	0.00 (458.02) (458.02) 6,063.72	6,063.72
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	12/30/2024 12/31/2024 1,500,000.00	1,485,811.32 0.00 0.00 1,486,091.17	20,849.18 0.00 25,893.34 5,044.16	279.86 0.00 279.86 5,324.01	5,324.01
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	12/30/2024 12/31/2024 1,500,000.00	1,499,644.65 0.00 0.00 1,499,651.39	11,234.71 0.00 16,584.58 5,349.86	6.74 0.00 6.74 5,356.60	5,356.60
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	02/07/2025 02/10/2025 1,250,000.00	1,245,793.12 0.00 0.00 1,245,871.36	4,619.57 0.00 8,950.41 4,330.84	78.24 0.00 78.24 4,409.09	4,409.09
91282CMV0	UNITED STATES TREASURY 3.875 03/31/2027	06/17/2025 06/18/2025 1,500,000.00	1,497,718.90 0.00 0.00 1,497,837.71	24,456.97 29,062.50 159.68 4,765.22	118.81 0.00 118.81 4,884.02	4,884.02
91282CMW8	UNITED STATES TREASURY 3.75 04/15/2028	05/01/2025 05/02/2025 750,000.00	752,052.76 0.00 0.00 751,988.41	10,681.35 0.00 12,986.68 2,305.33	0.00 (64.35) (64.35) 2,240.98	2,240.98
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	08/19/2025 08/20/2025 2,250,000.00	2,259,732.31 0.00 0.00 2,259,453.71	11,372.28 0.00 18,479.96 7,107.68	0.00 (278.60) (278.60) 6,829.08	6,829.08

INCOME EARNED

City of Buena Park Core | Account #405 | As of September 30, 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
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	09/11/2025 09/12/2025 1,500,000.00	0.00 1,520,625.00 0.00 1,520,405.22	0.00 (6,791.78) 9,792.80 3,001.02	0.00 (219.78) (219.78) 2,781.23	2,781.23
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	12/28/2022 12/30/2022 750,000.00	725,851.20 0.00 0.00 726,787.20	8,358.33 0.00 10,202.08 1,843.75	936.00 0.00 936.00 2,779.75	2,779.75
931142EX7	WALMART INC 3.95 09/09/2027	09/08/2022 09/12/2022 750,000.00	750,449.77 0.00 0.00 750,430.68	14,154.17 14,812.50 1,810.42 2,468.75	0.00 (19.08) (19.08) 2,449.67	2,449.67
Total Fixed Income		**109,830,000.00**	**107,438,110.01** **4,005,280.31** **(2,500,000.00)** **108,981,205.38**	**760,932.77** **380,643.00** **785,095.27** **404,805.50**	**40,624.73** **(2,809.67)** **37,815.06** **442,620.57**	**442,620.57**
TOTAL PORTFOLIO		**110,161,570.20**	**108,992,895.12** **6,897,622.80** **(5,027,868.30)** **109,312,775.58**	**760,932.77** **384,090.29** **785,095.27** **408,252.79**	**40,624.73** **(2,809.67)** **37,815.06** **446,067.86**	**446,067.86**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
OCTOBER 2025							
10/01/2025	Dividend	60934N104	0.00		4,280.69		4,280.69
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	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
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					**1,004,280.69**	**238,167.29**	**1,242,447.98**
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

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/10/2025	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00
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	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
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**	**246,796.87**	**2,346,796.87**
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

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
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	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
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**	**315,394.79**	**2,460,394.79**
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

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/26/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
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
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						**237,707.08**	**237,707.08**
FEBRUARY 2026							
02/02/2026	Coupon	756109CW2	1,500,000.00	REALTY INCOME CORP 3.95 02/01/2029		18,927.08	18,927.08
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
02/02/2026	Coupon	91282CNN7	1,500,000.00	UNITED STATES TREASURY 3.875 07/31/2030		29,062.50	29,062.50
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

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
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
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**	**483,345.62**	**5,233,345.62**
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

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
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
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**	**385,253.54**	**2,885,253.54**
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	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
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

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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**	**236,917.29**	**3,536,917.29**
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	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
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**	**217,163.54**	**1,217,163.54**
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

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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
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	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
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**	**292,913.54**	**3,792,913.54**
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

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
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	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
07/27/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
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
07/31/2026	Coupon	91282CNN7	1,500,000.00	UNITED STATES TREASURY 3.875 07/31/2030		29,062.50	29,062.50
July 2026 Total					**3,500,000.00**	**408,201.04**	**3,908,201.04**
AUGUST 2026							
08/03/2026	Coupon	756109CW2	1,500,000.00	REALTY INCOME CORP 3.95 02/01/2029		29,625.00	29,625.00
08/07/2026	Coupon	63743HFX5	1,000,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		24,750.00	24,750.00
08/10/2026	Coupon	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029		28,125.00	28,125.00
08/17/2026	Coupon	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026		12,000.00	12,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/17/2026	Final Maturity	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026	1,600,000.00		1,600,000.00
08/17/2026	Coupon	9128284V9	1,750,000.00	UNITED STATES TREASURY 2.875 08/15/2028		25,156.25	25,156.25
08/17/2026	Coupon	912828V98	1,700,000.00	UNITED STATES TREASURY 2.25 02/15/2027		19,125.00	19,125.00
08/18/2026	Coupon	713448FL7	1,000,000.00	PEPSICO INC 3.6 02/18/2028		18,000.00	18,000.00
08/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
08/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
08/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
08/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
08/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
08/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
08/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
08/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
08/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
08/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
08/27/2026	Coupon	14913UAJ9	1,250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		30,312.50	30,312.50
August 2026 Total					**1,600,000.00**	**246,257.29**	**1,846,257.29**
Grand Total			**304,210,000.00**		**25,399,280.69**	**3,308,117.91**	**28,707,398.60**

PORTFOLIO SUMMARY

City of Buena Park Liquid | Account #406 | As of September 30, 2025

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	4.14%
Average Purchase YTM	4.20%
Average Market YTM	4.14%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

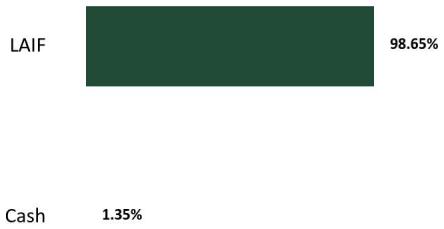
Account Summary

	End Values as of 08/31/2025	End Values as of 09/30/2025
Market Value	23,399,907.60	19,971,800.79
Accrued Interest	0.00	0.00
Total Market Value	**23,399,907.60**	**19,971,800.79**
Income Earned	0.00	0.00
Cont/WD	(1,500,000.00)	(3,500,000.00)
Par	23,399,907.60	19,971,800.79
Book Value	23,399,907.60	19,971,800.79
Cost Value	23,399,907.60	19,971,800.79

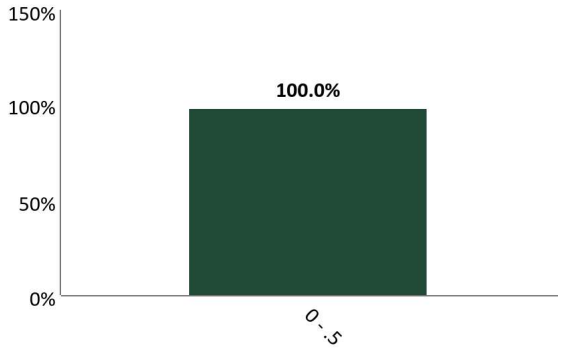
Top Issuers

LAIF	98.65%

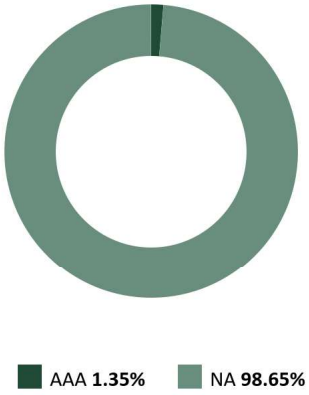
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Liquid	0.34%	1.16%	3.36%	4.58%	4.53%	3.98%	2.59%	2.11%	1.93%
Benchmark Return	0.33%	1.08%	3.17%	4.38%	4.91%	4.76%	2.97%	2.08%	1.68%

*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

RECONCILIATION SUMMARY

City of Buena Park Liquid | Account #406 | As of September 30, 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	**(3,500,000.00)**
Fiscal Year to Date	**(16,500,000.00)**

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	23,399,907.60	36,168,804.65
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	0.00	348,150.52
Sales	(3,500,000.00)	(16,500,000.00)
Change in Cash, Payables, Receivables	71,893.19	(45,154.38)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	19,971,800.79	19,971,800.79

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	23,399,907.60	36,168,804.65
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	0.00	348,150.52
Sales	(3,500,000.00)	(16,500,000.00)
Change in Cash, Payables, Receivables	71,893.19	(45,154.38)
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	19,971,800.79	19,971,800.79

HOLDINGS REPORT

City of Buena Park Liquid | Account #406 | As of September 30, 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	269,884.48	--	269,884.48	1.00	269,884.48	1.35%	Aaa/AAA	0.00
				269,884.48	0.00%	0.00	0.00	AAA	0.00
				269,884.48	**1.00**	**269,884.48**	**1.35%**		**0.00**
Total Cash		**269,884.48**		**269,884.48**	**0.00%**	**0.00**	**0.00**		**0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	19,701,916.31	--	19,701,916.31	1.00	19,701,916.31	98.65%	NA/NA	0.00
			4.20%	19,701,916.31	4.20%	0.00	0.00	NA	0.00
				19,701,916.31	**1.00**	**19,701,916.31**	**98.65%**		**0.00**
Total LAIF		**19,701,916.31**	**4.20%**	**19,701,916.31**	**4.20%**	**0.00**	**0.00**		**0.00**
				19,971,800.79	**1.00**	**19,971,800.79**	**100.00%**		**0.00**
Total Portfolio		**19,971,800.79**	**4.20%**	**19,971,800.79**	**4.14%**	**0.00**	**0.00**		**0.00**
Total Market Value + Accrued						**19,971,800.79**			

TRANSACTION LEDGER

City of Buena Park Liquid | Account #406 | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	09/10/2025	90LAIF$00	(3,500,000.00)	Local Agency Investment Fund State Pool	1.000	4.22%	3,500,000.00	0.00	3,500,000.00	0.00
Total Sale			**(3,500,000.00)**				**3,500,000.00**	**0.00**	**3,500,000.00**	**0.00**
TOTAL DISPOSITIONS			**(3,500,000.00)**				**3,500,000.00**	**0.00**	**3,500,000.00**	**0.00**
OTHER TRANSACTIONS										
Cash Transfer	09/10/2025	CCYUSD	(3,500,000.00)	Cash		0.00%	(3,500,000.00)	0.00	(3,500,000.00)	0.00
Total Cash Transfer			**(3,500,000.00)**				**(3,500,000.00)**	**0.00**	**(3,500,000.00)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(3,500,000.00)**				**(3,500,000.00)**	**0.00**	**(3,500,000.00)**	**0.00**

INCOME EARNED

City of Buena Park Liquid | Account #406 | As of September 30, 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	269,884.48	197,991.29 0.00 0.00 269,884.48	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			197,991.29 **0.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**269,884.48**	**269,884.48**	**0.00**	**0.00**	**0.00**
LAIF						
90LAIF$00	Local Agency Investment Fund State Pool	19,701,916.31	23,201,916.31 0.00 (3,500,000.00) 19,701,916.31	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			23,201,916.31 **0.00** **(3,500,000.00)**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total LAIF		**19,701,916.31**	**19,701,916.31**	**0.00**	**0.00**	**0.00**
			23,399,907.60 **0.00** **(3,500,000.00)**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**19,971,800.79**	**19,971,800.79**	**0.00**	**0.00**	**0.00**

CASH FLOW REPORT

City of Buena Park Liquid | Account #406 | As of September 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
OCTOBER 2025							
10/15/2025	Dividend	90LAIF$00	19,701,916.31	Local Agency Investment Fund State Pool	269,884.48		269,884.48
October 2025 Total					**269,884.48**		**269,884.48**
Grand Total			**19,701,916.31**		**269,884.48**		**269,884.48**

PORTFOLIO SUMMARY

City of Buena Park RDA Series B Bond | Account #10033 | As of September 30, 2025

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	4.01%
Average Purchase YTM	4.01%
Average Market YTM	4.00%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

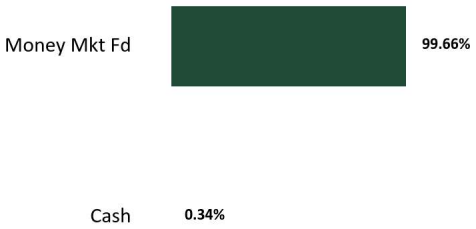
Account Summary

	End Values as of 08/31/2025	End Values as of 09/30/2025
Market Value	1,372,512.85	1,377,136.47
Accrued Interest	0.00	0.00
Total Market Value	**1,372,512.85**	**1,377,136.47**
Income Earned	4,836.88	4,837.23
Cont/WD	0.00	0.00
Par	1,372,512.85	1,377,136.47
Book Value	1,372,512.85	1,377,136.47
Cost Value	1,372,512.85	1,377,136.47

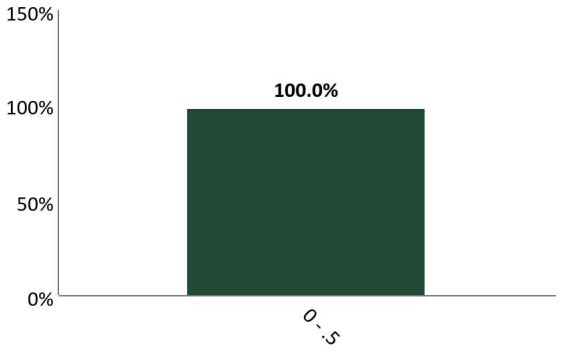
Top Issuers

Federated Hermes, Inc.	99.66%

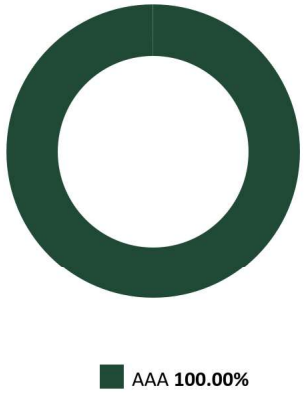
Sector Allocation



Maturity Distribution



Credit Quality*



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	0.34%	1.05%	3.17%	4.37%	4.82%	4.65%	2.87%	1.94%	1.61%

*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

STATEMENT OF COMPLIANCE

City of Buena Park RDA Series B Bond | Account #10033 | As of September 30, 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	99.7	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 September 30, 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	**4,837.23**
Fiscal Year to Date	**14,325.07**

Sales

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

Interest Received

Month to Date	**4,837.23**
Fiscal Year to Date	**14,325.07**

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	1,372,512.85	1,362,839.12
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,837.23	14,325.07
Sales	0.00	0.00
Change in Cash, Payables, Receivables	(213.61)	(27.72)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	1,377,136.47	1,377,136.47

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	1,372,512.85	1,362,839.12
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,837.23	14,325.07
Sales	0.00	0.00
Change in Cash, Payables, Receivables	(213.61)	(27.72)
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	1,377,136.47	1,377,136.47

HOLDINGS REPORT

City of Buena Park RDA Series B Bond | Account #10033 | As of September 30, 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	4,623.62	--	4,623.62 4,623.62	1.00 0.00%	4,623.62 0.00	0.34% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**4,623.62**		**4,623.62** **4,623.62**	**1.00** **0.00%**	**4,623.62** **0.00**	**0.34%** **0.00**		**0.00** **0.00**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	1,372,512.85	-- 4.01%	1,372,512.85 1,372,512.85	1.00 4.01%	1,372,512.85 0.00	99.66% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,372,512.85**	**4.01%**	**1,372,512.85** **1,372,512.85**	**1.00** **4.01%**	**1,372,512.85** **0.00**	**99.66%** **0.00**		**0.00** **0.00**
Total Portfolio		**1,377,136.47**	**4.01%**	**1,377,136.47** **1,377,136.47**	**1.00** **4.00%**	**1,377,136.47** **0.00**	**100.00%** **0.00**		**0.00** **0.00**
Total Market Value + Accrued						**1,377,136.47**			

TRANSACTION LEDGER

City of Buena Park RDA Series B Bond | Account #10033 | As of September 30, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/03/2025	60934N104	4,837.23	FEDERATED HRMS GV O INST	1.000	4.16%	(4,837.23)	0.00	(4,837.23)	0.00
Total Purchase			**4,837.23**				**(4,837.23)**	**0.00**	**(4,837.23)**	**0.00**
TOTAL ACQUISITIONS			**4,837.23**				**(4,837.23)**	**0.00**	**(4,837.23)**	**0.00**
OTHER TRANSACTIONS										
Dividend	09/30/2025	60934N104	0.00	FEDERATED HRMS GV O INST		4.03%	4,623.62	0.00	4,623.62	0.00
Total Dividend			**0.00**				**4,623.62**	**0.00**	**4,623.62**	**0.00**
TOTAL OTHER TRANSACTIONS			**0.00**				**4,623.62**	**0.00**	**4,623.62**	**0.00**

INCOME EARNED

City of Buena Park RDA Series B Bond | Account #10033 | As of September 30, 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	1,372,512.85	1,367,675.62 4,837.23 0.00 1,372,512.85	0.00 4,837.23 0.00 4,837.23	0.00 0.00 0.00 4,837.23	4,837.23
CCYUSD	Receivable	4,623.62	4,837.23 0.00 0.00 4,623.62	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			1,372,512.85 **4,837.23** **0.00**	**0.00** **4,837.23** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**1,377,136.47**	**1,377,136.47**	**4,837.23**	**4,837.23**	**4,837.23**
			1,372,512.85 **4,837.23** **0.00**	**0.00** **4,837.23** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**1,377,136.47**	**1,377,136.47**	**4,837.23**	**4,837.23**	**4,837.23**

CASH FLOW REPORT

City of Buena Park RDA Series B Bond | Account #10033 | As of September 30, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
OCTOBER 2025							
10/01/2025	Dividend	60934N104	0.00		4,623.62		4,623.62
October 2025 Total					**4,623.62**		**4,623.62**
Grand Total			**0.00**		**4,623.62**		**4,623.62**

October 28, 2025
CONSENT CALENDAR
Item No. 4D.

City Council Agenda Report

PROCLAMATION RECOGNIZING OCTOBER 5-11, 2025, AS FIRE PREVENTION WEEK

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

1) Approve Proclamation

Attachments

Fire Prevention Week 2025.pdf

FIRE PREVENTION WEEK
OCTOBER 5 - 11, 2025

WHEREAS, *lithium-ion batteries are increasingly used in everyday devices such as smartphones, tablets, laptops, e-cigarettes, e-bikes, power tools, and kids' toys, making them a common presence in homes and workplaces; and,*

WHEREAS, *lithium-ion battery fires can spread rapidly, release toxic gases, and are difficult to extinguish, creating unique dangers for both residents and first responders; and,*

WHEREAS, *proper handling, storage, and disposal of lithium-ion batteries, along with public awareness of safe charging practices, can greatly reduce the risk of fires and injuries; and,*

WHEREAS, *Orange County residents are responsive to public education and outreach measures and can take personal steps to increase their safety from fire, especially in their homes; and,*

WHEREAS, *the 2025 Fire Prevention Week theme, "Charge into Fire Safety: Lithium-Ion Batteries in Your Home" strives to educate everyone about how to buy, charge, and dispose of them safely.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby proclaim October 5-11, 2025, as "FIRE PREVENTION WEEK" and urge Orange County residents to practice safe lithium-ion battery habits. Only buy products that meet safety standards; charge devices safely; dispose and recycle batteries responsibly; and support the many public safety activities and efforts of Orange County Fire Authority during Fire Prevention Week 2025.

PASSED AND ADOPTED this 28th day of October 2025.

Joyce Ahn
Mayor

Connor Traut
Vice Mayor

Carlos Franco
Council Member

Lamiya Hoque
Council Member

Susan Sonne
Council Member

October 28, 2025
CONSENT CALENDAR
Item No. 4E.

City Council Agenda Report

PROCLAMATION RECOGNIZING OCTOBER 2025 AS DOMESTIC VIOLENCE AWARENESS MONTH

PREPARED BY	PRESENTED BY
Adria Jimenez, Director of Government and Community Relations/City Clerk	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

Domestic Violence Awareness Month 2025.pdf

DOMESTIC VIOLENCE AWARENESS MONTH
OC FAMILY JUSTICE CENTER FOUNDATION
OCTOBER 2025

WHEREAS, *domestic violence is a pervasive issue that affects individuals of every age, gender, race, ethnicity, socioeconomic status, and sexual orientation, undermining the safety, health, and dignity of countless members of our community; and*

WHEREAS, *the U.S. Department of Justice estimates that millions of people experience domestic violence each year, and many more incidents go unreported, making it a pressing public health and human rights concern; and*

WHEREAS, *the City of Buena Park recognizes that domestic violence has a profound impact not only on survivors but also on families, children, and the broader community; and*

WHEREAS, *organizations and advocates throughout Buena Park, Orange County, and across the nation work tirelessly to provide essential services, promote prevention and education, and support survivors in rebuilding their lives; and*

WHEREAS, *the month of October is observed nationally as Domestic Violence Awareness Month, providing an opportunity to raise awareness, promote prevention, and stand in solidarity with survivors; and*

WHEREAS, *ending domestic violence requires a coordinated community response involving individuals, families, law enforcement, social service agencies, healthcare providers, educators, and businesses to promote safety, accountability, and respect in all relationships.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby proclaim October 2025 as Domestic Violence Awareness Month in Buena Park, and encourage all residents to speak out against domestic violence, support survivors, and work together to build a community free from abuse.

PASSED AND ADOPTED this 28th day of October 2025.

Joyce Ahn
Mayor

Connor Traut
Vice Mayor

Carlos Franco
Council Member

Lamiya Hoque
Council Member

Susan Sonne
Council Member

October 28, 2025
CONSENT CALENDAR
Item No. 4F.

City Council Agenda Report

FINAL PAYMENT TO PPC SERVICE, INC. FOR THE OCFA FIRE STATION 63 HVAC IMPROVEMENTS 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 PPC Service, Inc. in the amount of $15,936.61; and 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On August 12, 2025, the City Council approved a contract with PPC Service, Inc. in the amount of $15,936.61 for the OCFA Fire Station 63 HVAC Improvements Project. The approved total construction project budget is $15,936.61.

DISCUSSION

The OCFA Fire Station 63 HVAC Improvements Project has been completed. This project consisted of an HVAC heat pump condenser replacement and HVAC fan coil replacement at OCFA Fire Station 63, located at 9120 Holder Street, Buena Park, CA 90620.

Contract Dates

Advertisement: July 30, 2025

Contract Awarded: August 12, 2025

Notice to Proceed: September 11, 2025

Work Completed: September 29, 2025

The contractor has submitted a bill for work completed as of September 29, 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 $15,936.61. The final contract cost for this project is $15,936.61. This amount is equal to the approved construction project budget of $15,936.61. The total retention is in the amount of $796.83, 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 $15,936.61. This project is funded by the OCFA Fire Station 63 Improvement Account Fund (Account No 11-9806-190142).

Attachments

Att 1 of 3 - Appendix A_PPC.pdf

Att 2 of 3 - Contractor 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

OCFA FIRE STATION 63 HVAC IMPROVEMENTS PROJECT

CONTRACT

Original Construction Contract Amount	$15,936.61
Council Approved Construction Contingency Funds	$0.00
Approved Construction Contract Amount	**$15,936.61**

CONTRACT ADJUSTMENTS

Contract Change Orders

None

Total Contract Adjustments	**$0.00**

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	$15,936.61
Retention Held This Period	-$796.83
Total Amount Due This Payment	**$15,139.78**

PROJECT SUMMARY

Original Construction Contract Amount	$15,936.61
Total Construction Contract Adjustment	$0.00
Revised Construction Contract	**$15,936.61**
Approved Construction Contract Amount	**$15,936.61**
Amount Over/Under the Approved Construction Contract Amount	**$0.00**
Percentage Over/Under the Approved Construction Contract Amount	**0.0%**

PPC Service, Inc.
5950 Lakeshore Drive
Cypress, CA 90630

INVOICE

Phone: 714-952-2001
Fax: 714-995-0352

Invoice: 31270
Invoice Date: 9/29/2025

Bill To:	Project Details:
City of Buena Park 6650 Beach Blvd. Buena Park, CA 90621	City of Buena Park - Firestation #63 California

Payment Terms	Contract Number	Invoice Due Date
Due Upon Receipt	260246	9/29/2025

Description	Quantity	UOM	Unit Price	Bill Amount
HVAC REPAIRS COMPLETED AS PER ATTACHED				15,936.61
Total Invoice Amount				**15,936.61**

RECEIVED
OCT 15 2025
PURCHASING DEPT.

RECEIVED
OCT 16 2025
By:
PUBLIC WORKS ENGINEERING

City of BUENA PARK

MEMORANDUM
Department of Public Works

DATE: October 28, 2025

TO: Adrian Garcia, Finance Manager

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

SUBJECT: **OCFA FIRE STATION 63 HVAC IMPROVEMENTS PROJECT**

Amount: $15,936.61 Account No.: 11-9806-190142

Purchase Order: #260246

Contractor: PPC Service, Inc.
5950 Lakeshore Drive
Cypress, CA 90630

Date Warrants are to be Mailed: 11/06/2025

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 $15,936.61 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 28, 2025
CONSENT CALENDAR
Item No. 4G.

City Council Agenda Report

PROFESSIONAL SERVICES AGREEMENT WITH BUCKNAM INFRASTRUCTURE GROUP, INC. FOR THE CITYWIDE PAVEMENT MANAGEMENT PROGRAM (PMP)

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) Approve a Professional Services Agreement (PSA) in amount of $56,996 with Bucknam Infrastructure Group, Inc. ("Bucknam") to update the City's Pavement Management Program (PMP); 2) Appropriate $56,996 from the Undesignated Gas Tax Fund to the Pavement Management Program (PMP) account for this purpose; 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 the City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On June 11, 2025, the City Council adopted a resolution to approve the 2024 Pavement Management Plan as required to maintain Measure M2 Program eligibility.

DISCUSSION

The City participates in the Orange County Transportation Authority (OCTA) Measure M2 program to obtain funding for transportation improvements project. These projects generally include pavement rehabilitation, traffic signal improvements, roadway capacity enhancements, and other transportation-related programs. To maintain Measure M2 program eligibility, the City is required to update and manage a citywide Pavement Management Program (PMP). As part of this requirement, OCTA mandates pavement condition inspections for all arterial streets every two years, and all other streets every six years. The collected data must be incorporated into the City's PMP and submitted to OCTA. The City's next biennial reporting year is 2026.

On September 11, 2025, staff solicited proposals from three (3) consultants to update the Pavement Management Program. Two (2) proposals were received on October 2, 2025, and were evaluated by staff.

Following the evaluation process, staff determined that Bucknam Infrastructure Group, Inc. is the most qualified firm based on qualifications, experience, project approach, schedule and fee. Bucknam specializes in pavement management programs and pavement condition inspections, and has provided these types of services for various agencies in Orange County.

Staff recommends awarding the agreement to Bucknam Infrastructure Group, Inc. in the not-to-exceed amount of $56,996 to perform this year's pavement inspections, pavement management analyses, and OCTA reporting services. This fee includes analysis of all Master Plan of Arterial Highways (MPAH) routes and all local segments. This work is scheduled to commence in December 2025 and is anticipated to be completed by April 2025.

Since this project was not included in the current budget, staff is requesting an appropriation of $56,996 from the Undesignated Gas Tax Fund.

BUDGET IMPACT

The agreement is in the amount of $56,996. Staff recommends appropriating $56,996 from the Undesignated Gas Tax Fund to the Pavement Management Program (PMP) (Account No. 24-560211-6240) for this purpose.

Attachments

Att 1of 2 2026 PMP PSA.pdf
Att 1 of 2_2026 Pavement Management Program RFP.pdf

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

DATE: October 29, 2025

SERVICES: Data Collection and Development of Report for Citywide Pavement Management Program (PMP)

PROJECT: 2026 Citywide Pavement Management Program (PMP)

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": Bucknam Infrastructure Group, Inc., a California Corporation

Consultant Representative:
Name: **Peter Bucknam**
Title: **Principal**
Tel.: **(714) 501-1024**
Email: **peter@bucknam-inc.com**

SUMMARY OF TERMS:

Start Date: **October 29, 2025**

End Date: **June 30, 2026**

Contract Value: $**56,996**

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

(___) 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 29, 2025, between the City of Buena Park, a California charter city ("*CITY*"), and BUCKNAM INFRASTRUCTURE 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 29, 2025 and shall remain in full force and effect until June 30, 2026 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 **$56,996.00** ("*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, 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.

[signatures of parties on following page]

CITY OF BUENA PARK

a California municipal corporation

Bucknam Infrastructure Group, Inc.

Name of Business

Signature

Name: Aaron France

Title: City Manager

Signature

Name: **Peter Bucknam**

Title: **President**

***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 Citywide Pavement Program (PMP), attached as "Exhibit A-1" ("PROPOSAL").

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 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 $56,996 for full and complete performance of the Services, as described in the CONSULTANT's Fee Schedule, 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

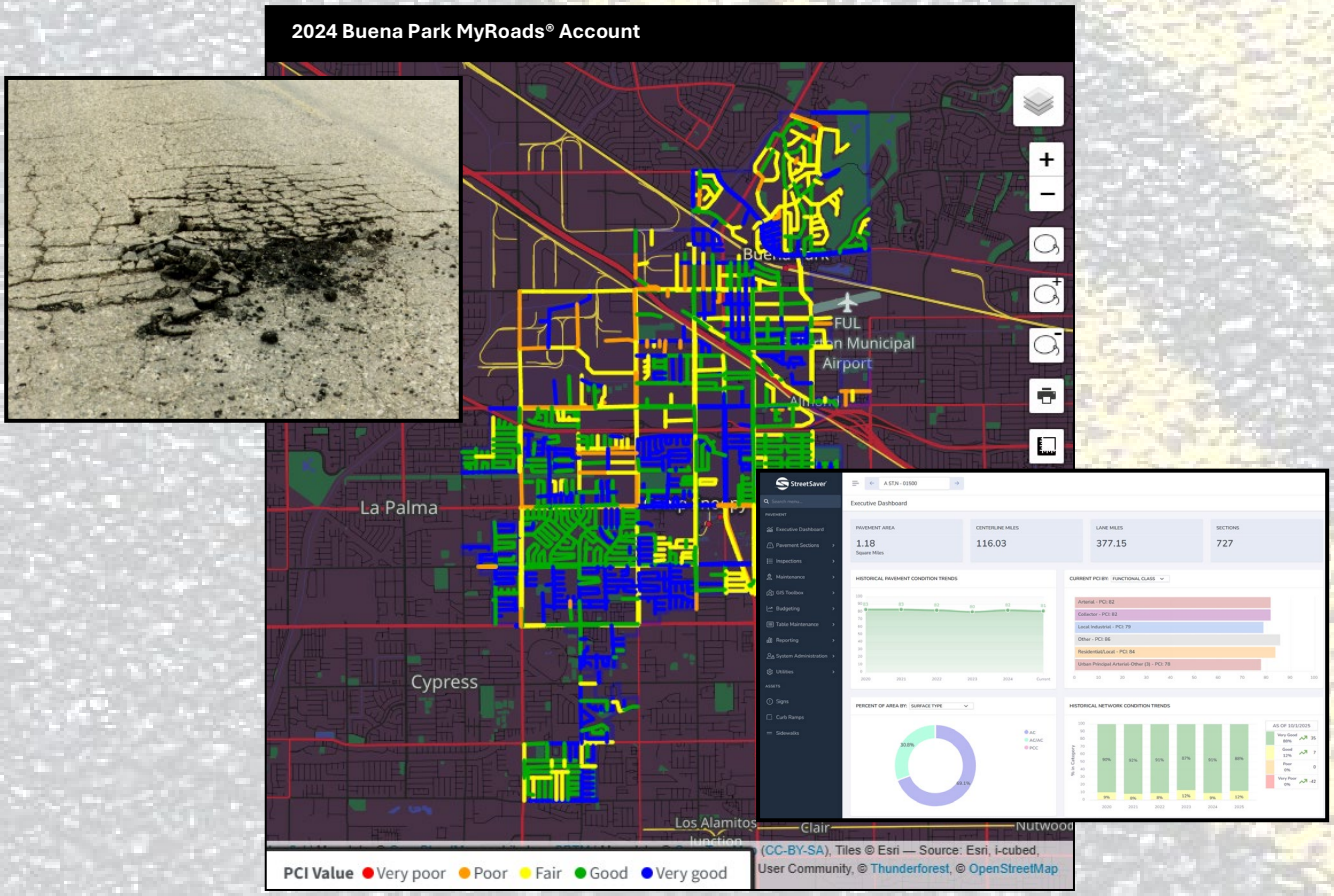
[Consultant's Proposal dated October 2, 2025, behind this page]

PROPOSAL FOR CITYWIDE PAVEMENT MANAGEMENT PROGRAM (PMP)

City of Buena Park, CA
October 2, 2025

Submitted by:
Bucknam Infrastructure Group, Inc.

BUCKNAM
INFRASTRUCTURE GROUP, INC



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October 2, 2025

Hysun Lee, P.E., Assistant Engineer
City of Buena Park
Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621

Subject: **Proposal for Citywide Pavement Management Program (PMP)**

Dear Hysun:

It is our pleasure to submit our proposal to assist the City of Buena Park in the proactive, continued management of your Pavement Management Program (PMP). With the City seeking to move toward stronger infrastructure management methodologies through advanced pavement inspections, zone maintenance, Capital Improvement Programming (CIP), asset management correlation, and accurate GIS publication, Bucknam Infrastructure Group has identified a proactive and cost-efficient method to assist the City in updating your essential PMP. Our team will focus our long-term PMP knowledge, extensive Buena Park - Orange County experience and GIS/GPS technologies to optimize the City's maintenance dollars by implementing a manageable and reliable PMP methodology.

Four key factors deliver an accurate PMP; 1) segment true area accuracy, 2) up-to-date work history, 3) reliable PCI's and 4) relevant unit costs. **Bucknam utilized these key factors while serving as the City's consultant for the 2022 & 2024 PMP Updates;** our project team can be relied upon again to deliver these essential services to the City based upon the following factors:

- Relevant and accurate PMP services based on Bucknam's ongoing work with numerous Orange County, Los Angeles and San Diego local agencies such as:
  - **21 Orange County local agencies; 60% of Orange County local agencies (e.g. Buena Park, La Palma, Stanton, Fullerton, Garden Grove, Brea, Placentia, Santa Ana, Orange, Westminster, Cypress, Huntington Beach, Costa Mesa)**
  - **Recent OCTA Pavement Preservation Program project where Bucknam assessed and generated a countywide 10-yr economic forecast for all 35 Orange County local agencies (StreetSaver/MicroPAVER assessments)**
  - 38 Los Angeles County local agencies (43%);
  - 20 San Diego/Inland Empire local agencies; and
  - Army Corps of Engineers ASTM D6433 compliant surveying, reporting and pavement analysis on an annual basis;

- Our project manager has worked within the SoCal Pavement Management industry for over twenty-seven (27) years and has worked extensively with StreetSaver PMP software through turn-key data conversion projects to long-term, proactive pavement CIP scheduling that relies on accurate and cost-efficient CIP recommendations;

BUCKNAM
INFRASTRUCTURE GROUP, INC
3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

- Project/engineering experience that brings the understanding that StreetSaver results are not set in stone; we proactively use the available data to enhance budget forecasting and CIP/O&M project planning;

- Cost effective management methodologies, from the project kickoff through final reporting, gained through our Project Manager's experience and applied through the use of Bucknam's MyRoads® dynamic PMP-GIS web-portal;

- As Project Manager, my goal is not just to meet the requirements of this project but establish a living document that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules.

Offeror: Bucknam Infrastructure Group, 3548 Seagate Way, Suite 230, Oceanside, CA 92056; Company FID # 45-2723662 (S-Corp)

Mr. Peter Bucknam (Project Manager) will be providing day-to-day operational / management services and deliverables; he is authorized to sign the agreement for this contract. He can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com. Mr. Steve Bucknam, P.E. (Principal) will be responsible for all project oversight (steve@bucknam.net).

By selecting Bucknam Infrastructure Group, Inc., the City of Buena Park will continue to receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective pavement management program. Our handpicked pavement management professionals are committed to delivering quality services to the City. We have already scheduled time for your project and eagerly await our kick-off meeting with City staff and you.

Respectfully submitted,
Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
President/Project Manager

Project Understanding & Approach

As the City of Buena Park infrastructure matures, the City's staff is striving to update the City's Pavement Management Program (PMP) through cost effective condition surveys, engineering cost evaluation, Arterial CIP and "neighborhood" budgetary reporting and work history updates within the PMP database. **Bucknam's experience through adherence to scope, schedule and cost have proven itself over the past twenty-seven (27) years of PMP service to Southern California local agencies.**

The City requires a team that will continue to not only survey the defined sections using cost-conscious methodologies but will create a comprehensive program that includes the enhancement of your multi-year PMP CIP, neighborhood maintenance, essential data for PS&E bid document preparation, MyRoads® publication and the knowledge of the inner workings of your StreetSaver PMP software.

Bucknam will provide these services through our proactive and accurate update of your PMP; we will address the City's primary goals of:

- Updating StreetSaver with 2025 maintenance data, segmentation improvements and inspections;
- Enhancing the Buena Park PMP database with 2024 to 2026 work history data entries;
- Surveying approx. 192.1 miles of Arterial / Collector & Local sections during FY 2025-26;
    - Verifying / Updating pavement centerline and metric data (PMP vs. GIS);
    - Generating 2025-26 Pavement Condition Index (PCI) ratings for each segment;
- Developing a proactive preventative slurry seal / overlay rehabilitation schedules based on existing/current capital funding allocations;
- Establishing solid recommendations for current / future maintenance and rehabilitation needs;
- Utilizing the City's existing/current funding to generate a seven (7) year Capital Improvement Program (CIP);
- Recommending alternative maintenance budgets that demonstrate realistic return-on-investments (ROI), i.e., increase PCI and maintain PCI models, etc.
- Updating the Buena Park MyRoads® PMP web-portal application

We have defined detailed phases to the scope of work in accordance to the City's RFP;

1. Project Implementation
2. Client Satisfaction
3. Project Schedule
4. Scope of Work (Major Tasks)

1) Project Implementation

TASK 1.1: Project Kickoff

The first step in updating a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Buena Park, it will be essential to establish, up front, the Public Works Department-Engineering division's pavement management priorities. Our team will set up a Project Kickoff meeting with City staff (i.e. Hysun Lee/PMP Team) to discuss and review in detail the expectations of the project, technical approach, section ID / GIS management & surveys, district/zone maintenance, StreetSaver upgrades & use, deliverables within the scope of work and the review of schedule.

This effort will build consensus between the Public Works and Engineering staff as well as build stronger Arterial CIP and Local neighborhood maintenance programs that complement large Public Works CIP projects and annual maintenance projects.

Additional key topics to be discussed will include the review and assessment of the existing StreetSaver pavement plan/data; its current and future use, MyRoads®, survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels and desired service levels. Bucknam currently has access to the City's most recent StreetSaver database and will be utilized for project set up.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, committee, City Council and status meetings) – minimum of eight (8) hours; Field review meetings; additionally bi-monthly progress status reports will be delivered to the City project manager.

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original annual surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys (this will include a total of 19 miles of QC). Our QC process involves checking the field crews' work in a "blind study" fashion. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments. PCI variance reporting will be performed where previous PCI data will be compared to newly inspected 2025-26 PCI data; if PCI's vary more than ten (10) points per year Bucknam staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Bucknam will record/log any discrepancies between the previous and current PMP databases (any corrections/changes to the database shall not be made without prior City staff approval). **Since we are collecting distress information on our field MobileRater tablets with the Buena Park PMP database live, our staff will perform several quality control tests within StreetSaver using a sample set of the City of Buena Park's street distress data.** This will ensure that all system and analysis settings as well as City recommendations and standards are being followed.

Over the past two years, Bucknam has submitted fifty (50+) OCTA/METRO compliant reports for Orange and LA County municipalities, they include:

Los Angeles County PMP Clients (Current)		
Long Beach	Alhambra	El Segundo
Duarte	Culver City	Lomita
Rancho Palos Verdes	Downey	Glendora
Signal Hill	Pomona	Sierra Madre
Diamond Bar	Hermosa Beach	South Pasadena
Compton	Lynwood	Norwalk
Monrovia	Rosemead	Bellflower
Lawndale	Covina	Beverly Hills
La Verne	South Gate	La Habra Heights
San Marino	Temple City	South El Monte
West Covina	Commerce	Lakewood
Gardena	Manhattan Beach	Whittier
	Bell	
Orange County PMP Clients (Current)		
Brea	La Palma	Rancho Santa Margarita
Costa Mesa	Orange	Tustin
Laguna Hills	Laguna Beach	Westminster
Fountain Valley	San Juan Capostrano	La Habra
Huntington Beach	Laguna Woods Village	Fullerton
Seal Beach	Santa Ana	Placentia
Buena Park	Cypress	Stanton
	Garden Grove	

Our surveys follow the accepted ASTM D6433 procedure requirements. A copy of the QA/QC plan utilized by our staff during the project will be submitted along with the PMP certification documents. Our staff attends the OCTA PMP Distress Training Classes held each year, 2011 thru 2025.

In May 2025 our staff was acknowledged as "qualified inspectors and firm" to prepare PMP's compliant with the OCTA Countywide Pavement Management Guidelines (this certification/compliance runs through June 2027).

Additionally, Bucknam was selected by the Orange County Transportation Authority (OCTA) in 2022 to perform a 10-year Pavement Management Plan analysis on ALL 35 Orange County local agencies PMP's.

2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Public Works department. Project success is created by delivering on three main factors;

1) Adherence to scope tasks and deliverables

2) Performing to the standard set by the Project Schedule; and

3) Controlling costs.

Our Project Manager will follow each of these factors throughout the duration of the project. **Bucknam's experience through adherence to scope, schedule and budget have proven itself over the past twenty-seven (27) years of PMP service to Southern California local agencies.**

Deliverable: Project Status Updates, as stated in Task 1.2

3) Scope of Work (Major Tasks)

TASK 3.1: Update Maintenance and Rehabilitation Activities

The City will provide Bucknam with a complete listing of all major work (overlay, slurry, etc.) in hard copy/digital format to Bucknam for updating specific section work histories and PCI ratings. Bucknam will review all maintenance and rehabilitation projects completed and/or scheduled by the City since the last PMP update in 2024; this will include work history updates on arterials and locals. Our staff will enter the necessary work history updates as mentioned above (i.e. data entry of maintenance / rehabilitation activities) into your StreetSaver database.

Deliverable: Update PMP data, Work History report

TASK 3.2: Pavement Condition Surveys

First and foremost, the assessment of the City's pavement segmentation is one of the key priorities for this project. With two years between major inspections, it will be essential to verify that all Arterial, Collector and Local segmentation is up-to-date and that section true area SF quantities are verified, accurate and reliable. This will be completed by utilizing the Bucknam cloud-based learning technology and polygon digitization efforts to correctly quantify square footages for each pavement section (see sample below).



Bucknam's use of cloud-based learning technology is initiated by our staff by providing the AI with the City of Buena Park's most recent aerial image; in doing so, AC and PCC pavement areas are initially calculated, edited and verified. These calculations are possible due to the cloud-based learning tech's inherent working knowledge of how to recognize edge-of-pavement, surface types, medians, bus pads and AC/PCC surface limits.

This ability will allow Bucknam to obtain the necessary quality control measurements for defined PMP segments and to perform segment true area SF publication within the City's StreetSaver database. This will in turn creates more accurate PCI's, engineering project cost estimations and total centerline / square footages of the PMP network. We will review/assess new and/or missing streets previously excluded from the last PMP update and create the necessary segmentation within the PMP database + GIS links. Bucknam has shown this service as an optional task within our Proposed Fee (Task 3.2a).

Once the pavement segmentation has been assessed and verified, the necessary inspections will be performed. Our survey methodology will include the following approach based on ASTM D6433 guidelines:

1. **Walking -** All sections are surveyed through "two-pass test" walking methodologies. AC/PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment.

Surveying methods will be conducted by remaining consistent with ASTM D6433 & the Army Corp of Engineers AC/PCC sampling guidelines while being flexible to current City requirements. All sample locations are observed through walking surveys; samples areas will cover a minimum of 20% of the total section area and will be 2,500 SF +/- 1,000 SF in size. The following Buena Park pavement sections are to be surveyed for the upcoming PMP updates:

- **FY 2025-26 -** The inspection of 192.1 miles of Arterial & Local segment miles will be performed.

Our use of StreetSaver tablet units allows our staff to collect pavement data with the City of Buena Park's StreetSaver database live in the field. Updated PMP data/inspections are transferred immediately to the Bucknam's PMP Dashboard and can be reviewed at any time for quality control and management. **Our MobileRater/Tablet methodology sets us apart from the competition since we are using a paper-less inventory process to enter data; this in turn generates cost savings to enhance the project schedule and other portions of the project such as True Area SF calcs, CIP reporting, StreetSaver training and on-call services.**

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below (OCTA survey guidelines will be followed):

2. **Field Attribute Data (updated and/or verified)**
    - Street name, from/to, indicating the assigned limits of the section
    - Street ranking indicating arterial, collector, local, # of lanes, surface type (AC, PCC)
    - Historical PCI tracking from previous inspections and 2025-26 PCI inspections
    - Segment quantities, indicating the length, width and area of the section
3. **Conditional data will be evaluated for all street segments and will include:**
    - ASTM D6433 20 AC & 19 PCC distresses by type, severity and extent
    - Sampling/conditional data typically pulled from edge-of-pavement to edge-of pavement sample areas
    - PCI ratings (0-100), taking into account the surface condition, level of distress

We welcome staff members from the City of Buena Park to join our surveys. All pavement data will be entered into the City's StreetSaver licensed software (purchased through this contract). All items listed above will be maintained by our staff for the duration of this project.

4. **Section Distress and PCI Reporting**

Upon 60% and 100% completion of the required condition surveys, we will prepare draft PCI Reports and PCI GIS maps that document the conditions of all pavement segments. This report

will provide the necessary data for Bucknam and the City to use and determine projected street rehabilitation and maintenance project locations.

The City and our staff will review the PCI reports to ensure that all inventory data is correct and the project is running smoothly. Our PCI Reporting will include:

- PCI Report – Sorted by Name (A to Z), PCI Order (0-100), Zone (1, 2, 3);
- Work history report; and
- GIS Maps presenting PCI's by section.

Once the City has reviewed, assessed and commented on the draft report, we will address all requested revisions and deliver the final reports.

Deliverable: Citywide PCI reports, compliant OCTA PCI reports, PCI Variance report

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 3.3: Maintenance and Rehabilitation Assessment / Priorities

We will assist the City in developing the most cost-effective preventive maintenance and rehabilitation strategies necessary to achieve the desired level of serviceability. This will be accomplished by meeting with the City to discuss and strategize maintenance/rehabilitation activities that are currently being used by the City. Based on the City's current AC & PCC applications, and other maintenance practices used, we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network.

We will update the Buena Park StreetSaver "decision tree" that will be used to generate pavement recommendations that match current fiscal year maintenance/rehabilitation approaches/City practices. This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within PMP software based on functional class (i.e. arterial, collector and local) and age. Our staff will review the Buena Park deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class data.

All maintenance practices/unit costs and scheduled projects will be integrated into the PMP and will be derived from the most recent construction bids. We will account for inflation rates when long-term revenue projections are made. Our Project Manager/Principal will work closely with the City in defining sound engineering-based repair and rehabilitation strategies for each fiscal year and for each defined PMP zone within the network. **Once the repair/rehabilitation strategies have been defined, a 7-year Arterial/Local Forecast Maintenance & Rehabilitation (FMR) recommendations will be generated.** The recommended budget scenarios will be identified on the basis of several criteria:

- Minimization inconveniences for Buena Park residents by providing more efficient annual CIP/rehabilitation plans
- Assessment and review of the City's Pavement CIP
- Present pavement conditions; Desired levels of service and available resources
- Projected / Forecasted PCI's per section
- Cost benefit of individual strategies (minimum of three (3) scenarios)

- Scheduling with the City's major CIP projects (water, sewer, etc.)
- Budgetary findings/recommendations that satisfy OCTA guidelines
- Local "Neighborhood Zone" fiscal year reporting/improvement scheduling
- Future routine maintenance needs based on projected deterioration rates
- Bucknam will utilize available City ADT data to define traffic volumes for sections

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis.

TASK 3.4: Citywide CIP / OCTA Compliance Budget Reports

We will deliver the Final Report to the City which will be essential for staff reference and use as well as being presented in a way that is beneficial for elected officials/upper management. **This report will assist the City in complying with OCTA guidelines and submittal requirements.** The report will be prepared in a format that uses the information delivered by StreetSaver in conjunction with the information and analysis performed by our team. The report will provide the City with information on:

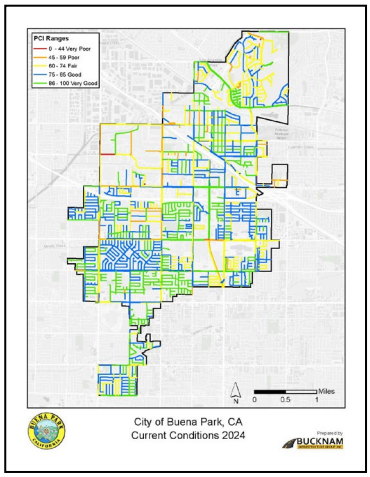
- Identify present performance status of the entire network (section by section) as well as historical PCI performance;
- Current inventory and pavement conditions indices (PCI) for all road classes;
- Bucknam will identify standing water locations and implement these findings within the Final Report;
- Projected / feasible annual rehabilitation programs for street maintenance for a 7-yr period (Forecast Maintenance Reports FY 2026-2033) that show the largest return on investment and acceptable levels of service;
    - This will include a minimum of three (3) total scenarios;
- Modeling and comparison of budget scenarios typically include:
    - Current funding levels and consider the impact on the City's PCI under the existing 7-year maintenance program;
    - A "maintain" scenario outlining details of the budget required to maintain the City's average PCI;
    - A "Improve" scenario outlining the budget needed to improve the average PCI by 10 points;
- Each scenario will focus on optimizing the citywide PCI while staying within the City's annual budget forecast;
- Strategies and recommendations for the City's CIP/maintenance programs and procedures, including a preventive maintenance schedule;
- Recommended action plan for future PMP updates and Arterial/Collector & Local survey schedules;
- Representation of forecasted scenarios within GIS mapping;
- Supporting documentation required by OCTA;

- A detailed breakdown of deferred maintenance (backlog); and

Deliverable: One (1) digital copy of the Final Pavement PMP Report (.pdf), will be sent to the City and final digital copies of the project related GIS files.

TASK 3.5: PMP – GIS Mapping

As an enhancement and proactive approach to this project, our staff will update the Pavement-GIS link between StreetSaver, MyRoads® and the City's GIS Enterprise. Bucknam has access to the 2024 PMP-GIS shapefile; this allows our staff to immediately utilize the file and prepare for internal PMP editing, survey and reporting. The maps described below will be incorporated into the City's Final PMP report:



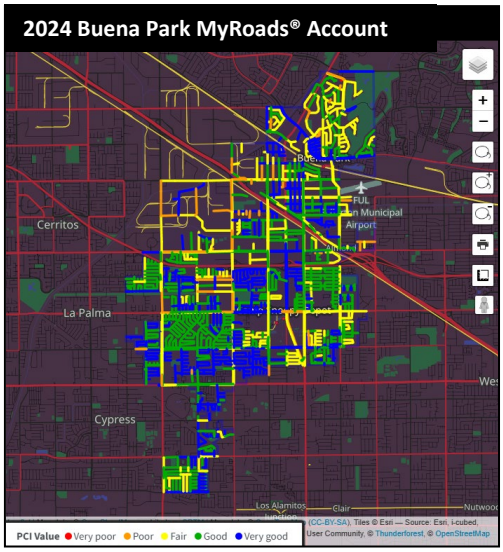
- PCI condition values for every section
- Work History identifications
- 7-yr Arterial / Local Rehabilitation and Slurry Seal Programs
- Functional classification and surface type maps

Once the Pavement Segmentation Report is finalized, we will update the necessary StreetSaver-GIS linkages. By using the unique Street ID's within StreetSaver and the City's ESRI PMP shapefile ID's, we will update the one-to-one match for each pavement section in the GIS. Our staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise.

Deliverable: Complete GIS files/themes based on list above (project .mxd/shapefiles).

TASK 3.6: Buena Park MyRoads® PMP Web-Portal

Buena Park MyRoads® Web-Portal - Bucknam's MyRoads® is a great match for the Buena Park PMP today and the future. **MyRoads® brings your PMP data to life within a dynamic dashboard! Bucknam has shown the 2024 Buena Park MyRoads® account in active use!**



Bucknam now provides all our PMP clients with a unique and agency driven "MyRoads®" web-portal that provides instantaneous access to your pavement management database. This "dashboard" allows users to toggle through individual sections via GIS mapping selections, zone queries, rank selection, PCI ranges, etc. to review all section metrics, latest/previous inspections, work histories generate filtered PCI reports and identify potential maintenance costs based upon your unique needs.

This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the Buena Park PMP database the MyRoads® dataset is changed to reflect work history edits, PCI inspections and section changes.

In summary, MyRoads® allows the user to perform the following dynamic functions:

- Query specific pavement segment(s) to view current/historic PCI, work history inspection;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of sections through the on-board GIS tool;
- Enter slurry, overlay & reconstruction unit costs to determine preliminary cost of maintenance and resulting citywide PCI
    - Display critical street / sidewalk / ROW assets along pavement section(s) that are critical to Engineering Bid development and solicitation (ADA ramps, utilities, manholes, trees, etc.
- Displays all final GIS project maps (PCI, work history, 7-yr forecasted maintenance, etc.)
- Bucknam will train Buena Park staff in the simple use of the MyRoads® dashboard**.**

Deliverable: PMP software training, field and internal technical support

OPTIONAL SERVICES

Task 3.7: ArcGIS Online (AGOL) Pothole Tracking System

Bucknam has developed a proactive solution to enhance the current approach to managing pavement maintenance activities, specifically as it relates to identifying and tracking the repair of potholes. We have outlined below our approach that will allow City staff to continuously access/query pothole data and monitor maintenance progress through a fully customizable ArcGIS Online (AGOL) Dashboard. The Dashboard mirrors the City's existing repair methodology and serves as a tool for City staff to accomplish these efforts internally.

With many Cities receiving pothole data from a variety of sources, including staff inspections and resident service requests, there is a growing need to centralize and track this data in a meaningful way. A clear understanding of pothole locations, repair timelines, and recurring trouble areas is essential to increasing maintenance efficiency and reducing roadway safety risks and liability.

Bucknam will work closely with key City staff to assess existing pothole data. If the City does not have pothole data, Bucknam can collect this through our manual pavement survey methodology. Once this information is reviewed and finalized, it will be integrated and published into the City's ArcGIS Online account. Bucknam will then design a Dashboard interface that allows staff to interact with the data in real time. The Dashboard will allow City staff to visualize pothole locations on a dynamic map, query attributes such as repair status and dates of repair, and assign maintenance personnel to the specific pothole locations. Users will be able to filter data by zones, neighborhoods, or user-defined project areas. Additionally, potholes

marked as repaired will be reflected in real time in the Dashboard metrics, ensuring accurate tracking of work history. This solution provides a scalable tool to support day-to-day operations and long-term pavement planning. Beyond potholes, Bucknam has successfully implemented this same management approach for sidewalk distresses, curb markings, signage, ADA ramps, and more. This solution is shown as an optional service within our proposed fee below.

Below is a screenshot of the City of Lakewood's AGOL Pothole Dashboard and its corresponding mobile field application in active use and maintained by Bucknam.



Bucknam Firm Profile / Qualifications

BUCKNAM INFRASTRUCTURE GROUP, INC
3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

Bucknam Infrastructure Group, Inc. (est. 2011, S-Corporation) has a full-service office in Southern California and is committed to building stronger relationships with government organizations through frequent communication and team building. We build long-term partnerships with agencies that expect and require accuracy, efficiency, and integrity in all aspects of community services. Our experienced staff is committed to ensuring that immediate and long-term goals are met and are a top priority in the development of pavement management, infrastructure management, financial, geographic information systems (GIS), and facility management projects.

Our full-service Infrastructure Management - GIS Division provides comprehensive engineering and infrastructure/GIS management services, as well as database management, pavement / ROW field inspection services, and GIS automation and management.

Our extensive professional service offerings include:

Regarding Pavement Management Programs, our firm is currently assisting 75+ local agencies comply with Orange, LA, SD, San Bernardino and Inland Empire County's pavement reporting requirements.

Pavement-CIP Management (PMP)	Public Works Management
Pavement Data Conversion	ADA Self-Evaluation/Transition Plannning
Pavement Condition Surveys	GASB 34 Compliance/Reporting
PMP Assessments/Software	Intranet GIS Implementation
PMP/GIS Deliverables	Contract GIS Services
ArcGIS Online Apps/Tool Development	Traffic Control Device/Sign Inventory
Public Right-of-Way Inventories	Maintenance Management Programs
PMP OCTA-Compliance Reporting	Record Retention/Scanning Services
Digital Roadway Imaging/Survey	Utility GIS Services

In addition to the extensive knowledge and experience of our infrastructure management professionals, the Bucknam team provides a broad scope of administrative, inspection, civil engineering, and GIS services to public agencies.

We look forward to working with you on your project. Our handpicked management professionals are committed to delivering quality services to the City. **Our office is located in Oceanside, CA 3548 Seagate Way, Suite 230 (12 employees).**

Delineation of Bucknam Infrastructure Group's Strengths

As Bucknam approaches twenty-seven (27) years of pavement management experience, our firm is distinct and unique in the fact that we have continued to improve upon our long-term local agency client based throughout Orange County. Building and establishing long-term client relationships through PMP management is a clear delineation of our professional services.

Bucknam's experience and qualifications directly related to this project and other key delineation strengths include:

- **Served as the City's consultant for the 2022 & 2024 PMP Updates;**
- Currently providing PMP services for 21 of the 35 Orange County local agencies in the past two years (60%) (e.g. Santa Ana, Stanton, Orange, Westminster, Cypress, Placentia, Fullerton, Buena Park, Huntington Beach, Costa Mesa, Tustin, La Palma);
- Currently providing PMP services to 38 of the 88 Los Angeles County local agencies in the past two years (43%);
- Bucknam now implements Cloud-based Artificial Intelligence (AI) Learning Technology to calculate pavement section AC/PCC True Area SF quantities;
- Updating the Buena Park MyRoads® – PMP mapping (web-based access/use); requires no GIS software to view your PMP online (**See Task 3.6 within Scope of Work**);
- Staff / Firm is certified through OCTA and MTC for use and management of StreetSaver / MicroPAVER
    - Bucknam is ASTM D6433 certified through OCTA until June, 2027 for PMP services/inspections to local agencies;
- Focused managers / field technicians that perform infrastructure management services at cost-competitive rates and deliver quality products;
- Local presence (Oceanside office) allows our firm to be on-site within one hour to respond to Buena Park's requests and needs;
- Proven Orange County PMP economic ROI regarding long-term Pavement CIP's recommendations, implementation, maintenance applications and increased PCI's



Project Team

The Bucknam pavement management team's local agency expertise is demonstrated through:

- ❖ Our experience of managing pavement projects over the past twenty-seven years;
- ❖ Assisting cities comply with Orange County PMP Propositions/Measures;
- ❖ Implementing StreetSaver/MicroPAVER throughout Southern California;
- ❖ Extensive Orange, Los Angeles, San Diego and Inland Empire PMP project management experience;
- ❖ Our understanding of public works projects from the "City" side through City Engineer and Public Works Director experience;
- ❖ Implementing a realistic, proactive and sustainable PMP methodology that matches your agencies needs and goals.

Bucknam will bring our extensive experience to the City of Buena Park by building upon our knowledge and understanding of your PMP goals. Mr. Peter Bucknam's pavement team includes twelve (12) dedicated, qualified managers, GIS and field technicians that have served under his management for over twenty-seven years on PMP projects. Our office is located in Oceanside, CA 3548 Seagate Way, Suite 230.

All key personnel will be available for the project; no key person designated to this project will be removed or replaced w/o prior written consent from the City.

His team of inspectors will update your PMP through sound Army Corps of Engineers – ASTM inspection methodologies. Mr. Bucknam's experience covers the implementation and management of infrastructure management programs that exceed 65,500 miles of pavement for more than 75 cities and 750+ PMP projects.

Bucknam – Key Project Team / Experience

PETER BUCKNAM, Project Manager, will be responsible for the day-to-day management, daily performance of the project, conditional review and provide budgetary modeling / analysis. He has managed 750+ pavement management projects over the past 27 years in the Southern California region and will be the Project Manager for Buena Park's PMP project. Within this time, he has served as project manager for over seventy-five agencies in Southern California. Peter is committed to the project from the receipt of the notice-to-proceed through completion and furthermore he is a PMP software trainer on StreetSaver/MicroPAVER and has performed numerous training sessions for local agencies. He has performed numerous training workshops covering software's such as StreetSaver and MicroPAVER. He brings his expertise to cities through converting, implementing, updating, and enhancing pavement management programs; this covers 20+ years (16 with Bucknam Infrastructure Group, 5 with Bucknam & Associates and 5 with Berryman and Henigar).

For example, Mr. Bucknam recently completed and provided a 10-yr Pavement Management Plan for the Orange County Transportation Authority (OCTA) which covered all 35 local agencies datasets, PCI evaluations, unit cost/annual revenue allocations and GIS. A Countywide evaluation that projected PMP needs for each agency and the County itself through 2032!

Mr. Bucknam will bring new, fresh and proactive recommendations to this project and will identify realistic program management and fiscal goals to assist the City in its upcoming CIP. Buena Park will continue to receive recommendations that are sound and achievable, rather than timid or unrealistic.

STEVE BUCKNAM, P.E., Principal-in-Charge, will be responsible for the overall performance of the project and will provide quality assurance review. Mr. Steve Bucknam is a licensed Civil Engineer (LIC #20903) and will oversee all tasks for this project. Mr. Bucknam is a former Deputy City Manager for Public Works and City Engineer of Norwalk, and City Engineer in Arcadia and Pacifica, California. He has over 45 years of professional experience and has managed street maintenance, reconstruction and improvement programs. He has developed and administered Street maintenance and improvement programs in those cities as well as the City of Newport Beach where he served as Design Division head. He has extensive experience in capital program planning, pavement construction and budgeting for street improvement programs.

AARON SUTTON, GIS Manager, will oversee all GIS and PMS data migration prior and during the project. He drives all GIS creation, PMS mapping, editing and deliverables for the project and is our key staffer for the ArcGIS Online web-hosting services that we provide. Mr. Sutton has been involved with over 65 pavement management projects within Orange, Los Angeles, San Bernardino, Riverside, San Diego counties.

AARON COHODAS, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff to ensure the updated PMP database is complete. Mr. Cohodas has been involved with over 90 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project. **Aaron is a certified ASTM D6433-20 inspector.**

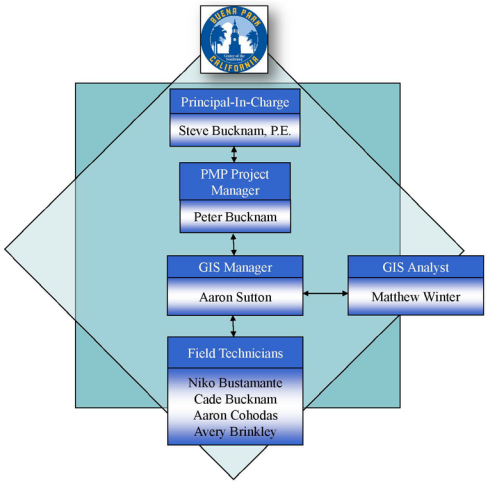
NIKO BUSTAMANTE, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff to ensure the updated PMP database is complete. Mr. Bustamante has been involved with over 70 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project. **Niko is a certified OCTA/ASTM D6433 inspector.**

CADE BUCKNAM, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff to ensure the updated PMP database is complete. He has been involved with over 30 pavement management projects and brings his wealth of PMP inspection, GIS and software experience to this project. **Cade is a certified OCTA/ASTM D6433 inspector.**

With multiple technicians on this project, that are trained in the Army Corps of Engineers survey methodology and available to begin work immediately, our survey schedule will be expedited.

Our team will be able to survey the 192.1 centerline miles of Arterial/Collectors & Local network within 8 weeks due to our experience, availability and manpower.

Team Organization Chart



Resumes on the following pages

Peter J. Bucknam / Project Manager
Director of Infrastructure Management – GIS

EDUCATION

B.A., Geography – Urban Planning, San Diego State University, 1997

PROFESSIONAL DATA

Member, American Public Works Association
Member, Maintenance Superintendents Association
Chair, Transportation Committee, Inland Empire Report Card (ASCE) – 2005/06 &
2008/09 Co-Chair, Member APWA Committee for Street and Technology 2003-2015
Certificate of Professional Development – ASTM D6433-18; MicroPAVER
Certificate of Completion – OCTA MicroPAVER / StreetSaver Distress Training (2011 thru 2023)
NASSCO – Certificate, National Pipeline Assessment Certification Program (PACP)

QUALIFICATIONS / EXPERIENCE OVERVIEW

Peter Bucknam is an expert in infrastructure project management, pavement management-training, planning, resource management, implementation and program management. He has over twenty years' experience in the area of infrastructure asset management and Geographic Information Systems. Mr. Bucknam has managed a wide range of Pavement Management infrastructure project tasks including the collection and input of PMP - ROW conditional survey data, preparation of Public Works capital improvement program projections and reports, infrastructure/software needs assessments, GIS/GPS data collection, data conversion and quality control.

Mr. Bucknam has performed infrastructure management services to over 70+ local agencies and is currently serving as project manager for numerous pavement management programs throughout Southern California. He has personally served as project manager for 750+ PMP projects throughout Riverside, San Diego, San Bernardino, Orange and Los Angeles counties. He has worked with over 20 San Diego/Inland Empire County cities, 36 of the 88 Los Angeles cities and he is currently working with 21 of the 35 Orange County agencies regarding Measure M2 StreetSaver/MicroPAVER compliance.

His project level and management experience covers: pavement/sidewalk management, Traffic Control Device Inventories (TCDI), GIS implementation, Traffic Signal surveys, Right-of-Way (ROW) surveys, and ADA survey/compliance. In managing over 700+ infrastructure projects in the past twenty-six years, Mr. Bucknam has used a diverse amount of software to assist local agencies implement infrastructure management programs and GIS Enterprises. These programs include MicroPAVER, MTC StreetSaver, Zoom's GPSVision, CartéGraph, ESRI products, Crossroads, Lucity, Energov, Spillman, GBA Master Series, and MapInfo.

Prior to joining *Bucknam Infrastructure Group, Inc.*, Mr. Bucknam served as Director of Infrastructure Management-GIS with an Engineering consulting firm where he managed numerous public works infrastructure/ROW projects ranging from surveying, maintenance life-cycles, cost & benefit analysis, financing and construction cost estimating. This included researching, surveying, converting and implementing multiple phase pavement management projects which provided better management practices, data efficiencies and GIS functionality within local governments and maintenance facilities. In addition, he provided technical (software) support for the on-going citywide PMP projects as well as developing capital improvement plans/budgets for integrating Tablet-GIS data management functionality into future maintenance efforts.

SAMPLE OF PETER BUCKNAM'S PROJECT MANAGEMENT EXPERIENCE (1997-2025)

- 2025 Pavement Management Program, City of Glendora
- 2025 Pavement Management Program, City of San Juan Capistrano
- 2025 Pavement Management Program, City of Perris
- 2025 Pavement Management Program, City of La Habra
- 2024 Pavement Management Program, City of Temple City
- 2024 Pavement Management Program, City of Bellflower
- 2024 Pavement Management Program, City of Downey
- 2024 Pavement Management Program, City of Rancho Palos Verdes
- 2024 Pavement Management Program, City of Menifee
- 2024 Pavement Management Program, City of Garden Grove
- 2024 GIS Support Services, City of Alhambra
- 2024 GIS Support Services, City of Duarte
- 2024 Sidewalk Mngt. / GIS Support Services, City of Lakewood
- 2024 Pavement Management Program, City of Vista
- 2024 Pavement Management Program, Indian Wells CC, FAMD #1
- 2022-27 Pavement Management Program, City of Indian Wells
- 2024 Pavement Management Program, City of Monrovia
- 2024 Pavement Management Program, City of Whittier
- 2024 Pavement Management Program, City of Vista
- 2024-29 Pavement Management Program, City of Ontario
- 2019-24 Pavement Management Program, City of Ontario
- 2024-29 Sidewalk Management Program, City of Ontario (OMUC)
- 2023 Sidewalk Management Program-Pilot Study, City of Ontario (OMUC)
- 2024 Pavement Management Program, City of Gardena
- 2023-24 Sidewalk-ROW Management Program, City of Lakewood
- 2024 Pavement Management Program, City of Manhattan Beach
- 2023-24 Sidewalk Management Program, City of Fullerton
- 2024 Pavement Management Program, City of La Palma
- 2023-24 GIS Enterprise Support Services, City of Fountain Valley
- 2024 Pavement Management Program, City of Laguna Beach
- 2024 Pavement Management Program, City of Westminster
- 2024 Pavement Management Program, City of Norwalk
- 2024 Pavement Management Program, City of Buena Park
- 2024 Pavement Management Program, City of Duarte
- 2023 Pavement Management Program, City of Santa Ana
- 2023 Pavement Management Program, City of Orange
- 2023 Pavement Management Program, City of RSM
- 2023 Pavement Management Program, City of Laguna Hills
- 2023 Pavement Management Program, City of Del Mar
- 2023 Pavement Management Program, City of Fountain Valley
- 2023 Pavement Management Program, City of Compton
- 2023 Pavement Management Program, City of Lomita
- 2023 Pavement Management Program, City of Coronado
- 2023 Pavement Management Program, Orange County Water District
- 2023 Pavement Management Program, City of Huntington Beach

C. Stephen Bucknam, Jr., P.E., Principal-in-Charge

EDUCATION

B.S., Civil Engineering, Loyola University of Los Angeles, 1967
M.S., Environmental Engineering, Loyola University of Los Angeles, 1972

PROFESSIONAL DATA

Registered Professional Engineer, States of California (No.20903) and Washington (No.17310)
California State Community College Teaching Credential
Fellow, American Society of Civil Engineers
Former, City Engineer, Deputy City Manager, City of Norwalk
Member, Board of Directors – Urban Water Institute
Life Member, American Public Works Association
Member, Water Environment Foundation
Member, University of California Irvine, Civil & Environmental Engineering Affiliates
Honorary Member, Chi Epsilon

EXPERIENCE OVERVIEW

Over forty years' experience in the administration, management, planning, design and construction management of public works and development programs and projects including: water and wastewater projects, pavement management programs, transportation, drainage, including: program management, master planning, infrastructure planning and maintenance programming, environmental studies, street, highway, alley, storm drain, water and sewer system design, rate studies, emergency planning, facilities design, groundwater studies, wells, reservoirs, site studies, pump stations, lift stations, intergovernmental negotiations and agreements, hydrology, treatment facilities, building design, grants, regulatory permitting, system appraisals, R/W negotiations, acquisitions and documentation, project management, production control, operations studies, capital improvement programming and budgeting, hydroelectric projects, underground utilities, assessment districts, surveying, mapping, legal testimony to public boards, commissions and councils, and direction of technical advisory committees to joint powers agencies and water districts.

Transportation / Streets – Highways - Traffic

Served as Contract City Engineer for the City of Arcadia responsible for long range advanced planning of the City's transportation engineering program. Directed the preparation of the City's Transportation Master Plan which identified, consistent with the City's General Plan the transportation related needs under these requirements so of AB 1600 nexus constraints.

Acted as Principal in charge over a Pacific Coast Highway (SR-1)/Newport Boulevard (SR-55) interchange, City of Newport Beach. Project involves a study of various alternatives, conventional and unconventional, for improvements to the existing interchange.

Restraints include limited right-of-way, environmental challenges (e.g., Newport channel bridge widening, "Arches" liquor store and restaurant property acquisition, and existing bridge aesthetics), and potential hazardous waste issues. Alternatives were evaluated and selected to include in the PSR. Included project coordination with various agencies and sub consultants, and oversight of concept geometries, cost estimating, and report preparation.

Conceptual study, Project Study Report, and Project Report for I-710/Firestone Boulevard interchange modification and Firestone Boulevard improvements for City of South Gate. Also involved a feasibility study which included preparation of a traffic study, conceptual plans for several types of interchanges, construction cost estimates, and preliminary Caltrans Project Study Report. Prepared ISTEA National Highway System funding application for authorization and appropriation. Coordination with Caltrans District 7.

Mr. Bucknam has served as the working Principal / Civil Engineer for all pavement management related projects that Bucknam has performed. This includes projects listed below:

- 2024 Pavement Management Program, Indian Wells CC, FAMD #1
- 2022-27 Pavement Management Program, City of Indian Wells
- 2024 Pavement Management Program, City of Monrovia
- 2024 Pavement Management Program, City of Whittier
- 2024 Pavement Management Program, City of Vista
- 2024-29 Pavement Management Program, City of Ontario
- 2019-24 Pavement Management Program, City of Ontario
- 2024-29 Sidewalk Management Program, City of Ontario (OMUC)
- 2023 Sidewalk Management Program-Pilot Study, City of Ontario (OMUC)
- 2024 Pavement Management Program, City of Gardena
- 2023-24 Sidewalk-ROW Management Program, City of Lakewood
- 2024 Pavement Management Program, City of Manhattan Beach
- 2023-24 Sidewalk Management Program, City of Fullerton
- 2024 Pavement Management Program, City of La Palma
- 2023-24 GIS Enterprise Support Services, City of Fountain Valley
- 2024 Pavement Management Program, City of Laguna Beach
- 2024 Pavement Management Program, City of Westminster
- 2024 Pavement Management Program, City of Norwalk
- 2024 Pavement Management Program, City of Buena Park
- 2024 Pavement Management Program, City of Duarte
- 2023 Pavement Management Program, City of Santa Ana
- 2023 Pavement Management Program, City of Orange
- 2023 Pavement Management Program, City of RSM
- 2023 Pavement Management Program, City of Laguna Hills
- 2023 Pavement Management Program, City of Del Mar
- 2023 Pavement Management Program, City of Fountain Valley
- 2023 Pavement Management Program, City of Compton
- 2023 Pavement Management Program, City of Lomita
- 2023 Pavement Management Program, City of Coronado
- 2023 Pavement Management Program, Orange County Water District
- 2023 Pavement Management Program, City of Huntington Beach
- 2023 Pavement Management Program, City of Lake Elsinore
- 2023 Pavement Management Program, City of Placentia
- 2023 Sign Management Program, City of Placentia
- 2023 Pavement Management Program, City of Norwalk
- 2023 PMP Program Management, Inland Empire Utilities Agency
- 2021-23 Pavement Preservation Plan, OCTA
- 2023 Pavement Management Program, City of Fullerton

Relevant PMP Project Experience

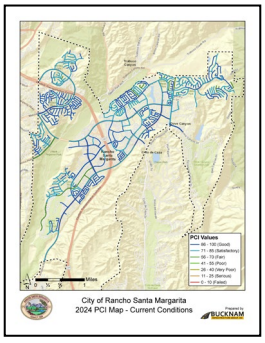
The following project experience presents our description of work, its relevance in completing similar projects for numerous other agencies, OCTA Measure M2 PMP compliance, Proposition C / LA County METRO compliance, PMP software training expertise, and the broad knowledge of our pavement project team. Our project team brings over 75 years of public/private engineering and data management experience to the City of Buena Park. This includes over 750+ PMP projects covering turnkey projects, simply training of Agency staff with pavement management methods, County Measure/Proposition compliancy, financial strategies and Capital Improvement Programs. Over the past twenty-seven (27) years, we have worked on numerous projects similar to Buena Park's current RFP. We have listed five (5) long-term pavement management projects identical to the task descriptions listed in your RFP:

Bucknam Infrastructure Group, Inc.

Citywide Pavement Management Program
City of Rancho Santa Margarita (2000-2027)

Mr. Wilson Leung, Principal Engineer - (949) 635-1800 ext. 6506
22112 El Paseo, Rancho Santa Margarita, CA 92688 wleung@cityofrsm.org

Mr. Peter Bucknam has managed the City of RSM's pavement management program for over twenty-three (23) years since the City incorporated and we were recently award the 2024-27 PMP contract this summer. Over the twenty years Mr. Bucknam has overseen 20+ phases of pavement survey, built the City's Pavement-GIS layer and assisted the City in sustaining one of the highest weighted PCI's in Orange County. Additionally, our firm converted all pavement data from MicroPAVER to StreetSaver (2012) based on the use of the program from surrounding agencies and its integration into the City's GIS Intranet program.

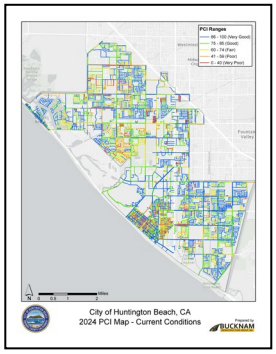


Residential maintenance zone management is now the focus of the program where our project team is performing survey, coring and the reorganization of the City's slurry/cape seal zones to create a more attainable, proactive residential maintenance program.

Citywide Pavement Management Program
City of Huntington Beach (FY 2001-2025)

Mr. Tom Herbel, City Engineer – (714) 374-1732
17371 Gothard St, Huntington Beach, CA 92647 Tom.Herbel@surfcity-hb.org

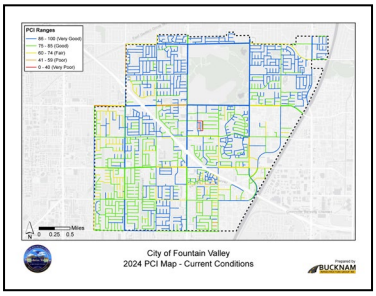
Over the past twenty-three years, our Project Manager (Mr. Peter Bucknam) has overseen/managed nine (11) biennial PMP projects for the City of Huntington Beach. The City has over 450 miles of streets to maintain and proactive manage. Bucknam has assisted the City staff with biennial surveys, GIS development and PMP compliance reporting resulting in annual PCI increases and reduction of deferred overlay maintenance. Bucknam was awarded the FY 2023-24 PMP update where we will be performing 315 miles of survey (MPAH + a portion of their Locals), implementation of MyRoads® web-portal PMP and the



use of IBM-Watson SF calculations for AC / PCC pavements. Bucknam utilizes the most current ESRI ArcGIS Pro, ArcGIS Online, ArcMap for the management of the City's pavement, sidewalk and utility datasets; as well as within Bucknam's MyRoads® GIS web-portal app.

Citywide Pavement Management Program
City of Fountain Valley (1998-2025)

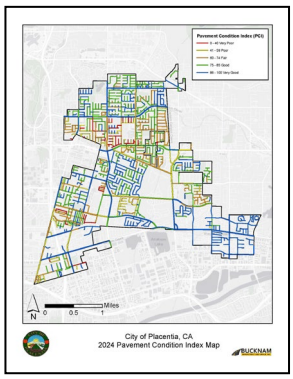
Mr. Temo Galvez, Deputy Director/City Engineer – (714) 593-4517
10200 Slater Avenue, Fountain Valley, CA 92708 temo.galvez@fountainvalley.org



Mr. Peter Bucknam has managed the City of Fountain Valley's pavement management program for over twenty-six (26) years recently finished the 2024 biennial update for MPAH for Measure M2 compliance. Over the 20+ years Mr. Bucknam has overseen sixteen phases of pavement survey, built the City's Pavement-GIS layer and assisted the City in accomplishing the overlay of more than 90% of the City's arterial network. Our team assisted the City in implementing an Intranet ArcServer Intranet GIS to assist the City in managing all it GIS assets. Our firm converted all pavement data from CarteGraph to MicroPAVER (2005) based on the use of the program from surrounding agencies and its integration into the City's GIS Intranet program. Residential maintenance zone management is now the focus of the program where our project team is performing survey and management of the City's residential zones to create a more attainable, proactive residential rehabilitation program. Additionally, our staff has performed a citywide arterial and collector pavement management study, sign, catch basin, and curb marking inventory for the City using the Digital Roadway Imaging shown in our scope of work. Bucknam serves as the City's on-site GIS Program Manager where we support all GIS services within all departments; this contract runs through FY 2024. Bucknam utilizes the most current ESRI ArcGIS Pro, ArcGIS Online, ArcMap for the management of the City's 70+ GIS layers (i.e. traffic signalization, catch basin, manhole, sidewalk, pavement, sign and utility datasets; as well as within Bucknam's MyRoads® GIS web-portal app.

Citywide Pavement Management Program-GIS
City of Placentia (2021-2025)

Mr. Chris Tanio, Director of Public Works - (714) 993-8132
401 E. Chapman Ave., Placentia, CA 92870 ctanio@placentia.org

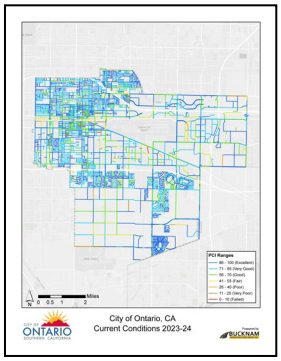


In 2024, Bucknam was contracted to perform a citywide pavement management inventory for the City of Placentia. This project consisted off a complete turn-key effort in "re-segmenting" the City's PMP network, validating previous PCI inspection data, performing an ASTM D6433 based survey, updating StreetSaver and GIS integration. Bucknam's corrected and validated all MPAH and Local Street segmentation, published and delivered a common-sense, realistic OCTA Measure M2 compliant report that demonstrated achievable PMP applications / schedules. In working with Public Works staff Bucknam was able to quickly and accurately implement a pavement management program that was well-received by staff. Additionally,

our services included a complete evaluation of the City's PMP budget, short-term and long-term budgetary analysis (Actual, Maintain and Increase PCI budgets) and GIS services that linked the City's StreetSaver data to the City's GIS enterprise.

Citywide Pavement Management Program-GIS
City of Ontario (2001 thru 2030)

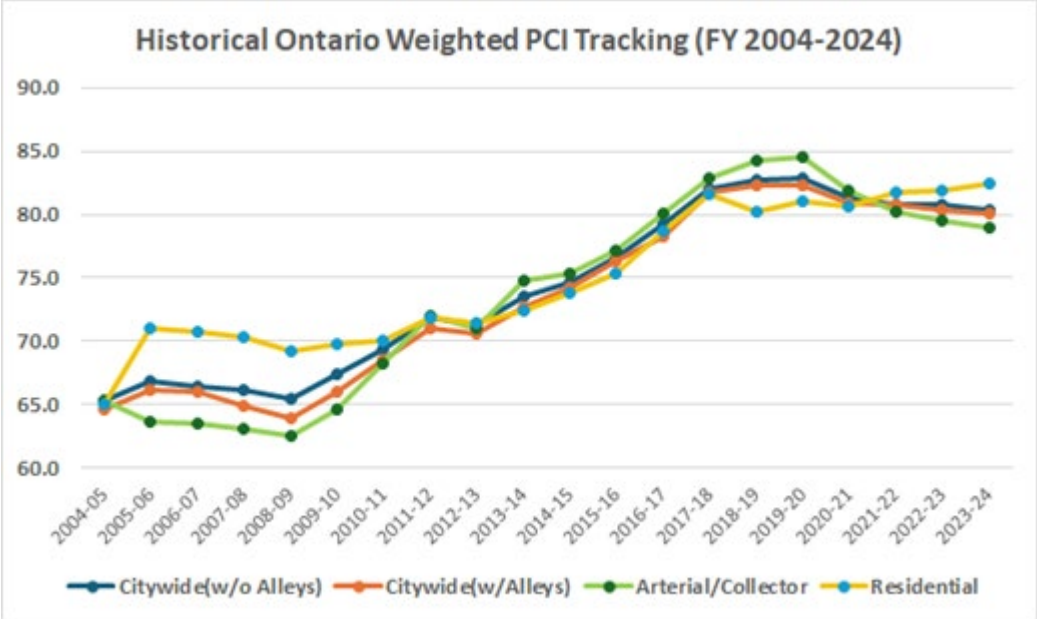
Mr. Tricia Maruki, PE, Assistant City Engineer – (909) 395-2188
303 East "B" Street, Ontario, CA 91764 tmaruki@ontarioca.gov



Bucknam has been working with the City of Ontario and its PMP since 2001; this covers over fourteen phases of inspection (all MicroPAVER), reporting and GIS management. Our services cover annual pavement inspections, CIP/maintenance budget analysis and reporting. Over the past twenty years our services have assisted the City in increasing their overall weighted PCI from the low 60's to the high 70's. The City includes almost 600+ miles of streets. Our Project Manager has worked with the City since 2001 and has worked with five different City project managers in regard to the PMP; this trust comes from our adherence to project deliveries, cost management and proactive PMP goals.

Bucknam utilizes the most current ESRI ArcGIS Pro, ArcGIS Online, ArcMap for the management of the City's pavement and utility datasets; as well as within Bucknam's MyRoads® GIS web-portal app. Bucknam is now under a five-year contract until FY 2030.

Historical PMP tracking of an agency's conditions (PCI's) truly reflects how the PMP is being managed; shown below is the City of Ontario's historical PCI from 2004 to 2024. Bucknam has been working with Ontario since 1998 and has been an essential part of long-term success shown.



Critical Path Method (CPM) Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Project schedule may be adjusted based upon the notice to proceed date.

Task Name	17-Nov	30-Nov	10-Dec	20-Dec	29-Dec	12-Jan	26-Jan	6-Feb	18-Feb	12-Mar	1-Apr
BASE SCOPE OF WORK											
1) Project Implementation											
Task 1.1 - Project Kickoff	X										
Assess PMP data / Establish Survey											
Task 1.2 - Project Status Meetings - Quality Control											
Project Status Meetings	X				X			X			
2) Client Satisfaction											
Task 2.1 - Project Deliverables								X		X	X
3) Scope of Work											
Task 3.1 - Update Maintenance and Rehabilitation Activities											
Assessment of PMP Database											
Task 3.2 - AI True Area PMP Segment Calculation											
Pavement Condition Surveys:											
192.1 Miles (Arterial/Collectors & Local Network)											
PCI Reporting						30%		60%		100%	
Quality Control Checks											
Develop Recommended Improvement Program											
Task 3.3 - Maintenance and Rehabilitation Assessment / Priorities											
Update Maintenance & Rehab Activities											
Task 3.4 - Citywide CIP / OCTA Compliance Budget Reports											
City Review of Draft Final Report											
Project Status Meeting					X			X		X	X
Delivery of Final CIP Report											
Task 3.5 - PMP - GIS Mapping											
Task 3.6 - Buena Park MyRoads® PMP Web-Portal											
Optional Services											
Task 3.7 - ArcGIS Online (AGOL) Pothole Tracking System											

With a completed survey, the Bucknam Infrastructure Group team will work with you to establish a PMP that provides specific, manageable pavement segments, detailed maintenance schedules of needed repairs and cost-conscious rehabilitation recommendations. This will assist your staff in preparing budget estimates required to complete the scheduled work for fiscal year 2025-26 and beyond.

EXHIBIT A-2

[Consultant's Design Budget dated October 2, 2025, behind this page]

Proposed Fee

Task Items 1 through 3 can be accomplished on a **time and materials, not-to-exceed basis** in accordance with the standard hourly rate schedule attached. Our anticipated fee is projected to be $56,996 for the duration of the contract. We have included our fee schedule below for the City's consideration.

	Description	Principal	Project Manager	GIS Manager	Senior Technician	Field Technician(s)	Admin	Total by Task
	Base Fee	$331/hr	$235/hr	$175/hr	$162/hr	$115/hr	$105/hr	
Task 1	**Project Implementation**							
Task 1.1	Project Kickoff		2		1			$632
Task 1.2	Project Status Meetings - Quality Control Program		3	2	3	30		$4,991
Task 2	**Client Satisfaction**							
Task 2.1	Project Deliverables	1	4	4		2	2	$2,411
Task 3	**Scope of Work**							
Task 3.1	Update Maintenance and Rehabilitation Activities		2	1		12		$2,025
Task 3.2	Pavement Condition Surveys							
	- FY 2025-26: Arterial / Collector & Local Surveys (192.1 miles)		3	2	4	266		$32,293
Task 3.3	Maintenance and Rehabilitation Assessment / Priorities		4		2			$1,264
Task 3.4	Citywide CIP / OCTA Compliance Budget Reports	1	28	4	2			$7,935
Task 3.5	PMP - GIS Mapping		1	4		8		$1,855
Task 3.6	Buena Park MyRoads® PMP Web-Portal							$700
	Reimbursables (mileage, printing, materials)							$2,890
	All deliverables will become property of the City of Buena Park							
	All Tasks are negotiable							
	Total Hours per Staff	2	47	17	12	318	2	
	Total Base Fee	*$ 662*	*$ 11,045*	*$ 2,975*	*$ 1,944*	*$ 36,570*	*$ 210*	*$56,996*
	2025-26 Optional Fee							
Task 3.1a	**True Area Segmentation Calculation**							$5,585
Task 3.7	**ArcGIS Online (AGOL) Pothole Tracking System**							
	Dashboard Implementation							$10,500
	On-going Maintenance / Data Updates							$12,500
	Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown here.							
***Notes / Assumptions:**								
All	All Tasks - Bucknam and inspectors are qualified through ASTM D64333 / OCTA until FY 2027							
All	It is Bucknam's understanding that the StreetSaver license fee will be paid by the City outside of this contract							
Task 3.2a	True Area Segmentation Calculation can be utilized as an Optional Service							
Task 3.5	Bucknam will work with the City's IT/GIS staff to ensure all GIS data is published within MyRoads® and City's GIS Enterprise							

Should the City desire to increase the service level above the hours outlined above for the Task items 1 through 3 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties.

Standard Hourly Rate Schedule

Category	*Rate*
Principal	$ 331
Pavement Management Project Manager	235
Senior Project Manager	225
Management Analyst	190
Project Engineer / Planner	180
Sr. Engineer / GIS Manager / Sr. Inspector	175
Assistant Engineer / Sr. Technician / GIS Analyst	162
CADD Operator	125
Field / GIS Technician	115
Administrative Assistant	105
Clerical / Word Processing	105

Reimbursables

Mileage	$0.81/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 7/1/25

BUCKNAM INFRASTRUCTURE GROUP, INC
3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

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

CITY OF BUENA PARK

COUNTY OF ORANGE
STATE OF CALIFORNIA

REQUEST FOR PROPOSAL (RFP)

CITYWIDE PAVEMENT
MANAGEMENT PROGRAM (PMP)

Proposal Due Date: OCTOBER 2, 2025 BY 3:00 PM

RFP Administrator:

Hysun Lee, P.E.
Assistant Engineer
Public Works Department
T: (714) 562-3691
hlee@buenapark.com

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

ISSUED: SEPTEMBER 11, 2025

OVERVIEW

The City of Buena Park (City) is seeking a qualifying Consultant (Consultant) to provide pavement inspections and services to update and maintain the Citywide Pavement Management Program (PMP), and assist the City in preparing final Pavement Management Plan reports for submittal to the Orange County Transportation Authority (OCTA).

The City encourages Consultants to review this document completely.

The previous PMP report will be provided by the City once a Consultant has been chosen for this project. The City's roadways consist of 192.1 centerline miles of paved asphalt streets (no concrete streets or alleys). The roadways are divided into two networks: Mater Plan of Arterial Highways (MPAH) and Local Streets. The breakdown is as follows:

- MPAH (Arterials/Collectors): 60.5 miles and 11,409,487 SF of pavement
- Local Streets (including Alleys): 131.6 miles and 22,582,775 SF of pavement

The pavement condition of the entire City network was last inspected in 2024. The final report for the Pavement Management Plan was last submitted to OCTA in June 2024, and the next submittal is due in June 2026 (and every even year thereafter).

The selected consultant shall resurvey the entire network and prepare the Pavement Management Plan for submittal to OCTA in June 2025 and as requested by the City.

The update of the City's PMP shall include: distress/condition survey, calculating Pavement Condition Indices (PCIs), updating maintenance and rehabilitation tables and costs, performing budgetary analyses, developing seven-year maintenance plans, preparing a final report for submittal to the Orange County Transportation Authority (OCTA), and providing electronic copies of the PMP for full compliance with Measure M2 requirements and StreetSaver training, and other incidentals as necessary to complete the project in its entirety.

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.

QUALIFICATIONS

MINIMUM QUALIFICATIONS

- Valid pre-qualified certificate by OCTA of key personnel to perform the Pavement Inspection;
- Valid City of Buena Park business license (if selected);
- Satisfactory completion of a minimum of three (3) complete Pavement Management Plan for Cities or Counties in last 5 years, and provide references;
- Understanding and ability to provide deliverables consistent with OCTA's PMP submittal requirements of GIS file format, reports templates, and maps;
- 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 kick-off meeting with City staff and the Consultant will be held prior to beginning work to review and refine the work program and schedule, identify critical milestones, product documents, project goals, format of deliverables, method of communication, and clarify responsibility of each party. Consultant shall produce a baseline schedule of work and conduct periodic meetings (phone conference and coordination meetings) with the City to discuss project progress.

Consultant shall maintain project files, supervise and review the inspection process and pavement report for conformance with OCTA's Countywide Pavement Management Plan Guidelines dated March 2025 (OCTA Guideline). Consultant shall coordinate major schedule changes with the City, agencies, and other constituents that may provide input, suggestions or restrictions for the project.

Deliverables

- Schedule of work - updated monthly
- Meeting minutes for all meetings

2. Update Maintenance and Rehabilitation History

Review all maintenance and rehabilitation activities conducted by the City since the last PMP update. Update the City's database to include all street segments that have been rehabilitated since the last update. City staff will provide a list of streets improved since the last update.

3. Pavement Condition Survey

Collect and record pavement distress data using methods per latest OCTA Guidelines. Use of the windshield survey method should be limited for unique conditions. The automated/semi-automated survey method may only be used for the entire City network after performing test surveys and receiving a written approval letter from the City.

For use of automated/ semi-automated survey method, following test surveys shall be performed prior to approval of full survey:

- Consultant shall perform an automated or semi-automated survey at series of survey test sites selected by City
- Consultant and City staff will verify collected data using a walking survey
- PCI values from the automated/semi-automated survey shall be within ±5 PCI points of the PCI values from the walking survey
- City will make decision on whether the automated/semiautomated data is acceptable after the PCI value comparison

The inspection shall include at a minimum surface distress information per American Society for Testing and Materials (ASTM) Standard D6433 (ASTM D6433). Any field inspectors are required to have read and understood both Paver Distress Identification Manuals: *Asphalt-Surfaced Roads and Parking Lots* and

Concrete Surfaced Roads and Parking Lots written by the U.S. Army Corps of Engineers and available for purchase from the American Public Works Association. Consultant shall keep a log of any discrepancies between the database information (dimensions, surface type, etc.) and actual field conditions and shall coordinate with City staff to correct the database as necessary.

4. Database Verification and Organization

Verify database information against City's database information to add, delete, and/or correct segments, as needed. Organize and re-label branches and segments in logical manner. The data files shall be in spreadsheet format and Geographic Information System (GIS) format. Both data formats must include the following information:

- Street name and limits for all public streets
- Street identifiers (Branch ID, Section ID)
- Direction (if applicable)
- Beginning and ending of each section
- Length, widths, and true areas
- Functional Classification (MPAH, Local)
- Number of travel lanes
- PCI and date of inspection
- Type of recommended treatment
- Cost of recommended treatment
- Street geometry as linear or polygon features

A. Spreadsheet Data Format

The complete listing of current street condition per the Appendix B table format in latest OCTA Guidelines shall be included in the PMP report. An electronic copy of the spreadsheet data shall be submitted as a PMP report Appendix E. The consultant should deliver the electronic copy of spreadsheet data via a link to an online storage site such as DropBox or OneDrive.

B. GIS Data Format

A GIS dataset requires to be submitted in either Esri Shapefile or Esri File Geodatabase format. The GIS data must include essential metadata such as the dataset title, tags, summary, description, and credits. The GIS data must consist of linear geographic features that represent road/street segments. All segments that are part of the report shall be included in the GIS data. The GIS data must have spatial reference information and have its coordinate system identified and embedded in or associated with the data file(s). All GIS data shall be in the NAD 1983 State Plane California VI FIPS 0406 (US Feet) coordinate system.

The necessary segment attributes shall include various details crucial for transportation data analysis. These attributes shall consist of the street name, a unique segment identifier, the names of intersecting roads at both the beginning and end of the segment, the current pavement condition index (PCI), the date of the most recent PCI inspection, the length of the road segment in feet, its width in feet, the paved area of the road segment in either square feet or square yards, and the projected PCI at the conclusion of the Seven-Year Road Maintenance and Rehabilitation Plan. The GIS data must comply with the requirements outlined in latest OCTA Guidelines.

5. Quality Assurance/Quality Control (QA/QC) Plan

Consultant shall have a QA/QC plan based on OCTA Guidelines in place to periodically audit and verify pavement condition surveys and PCI. A copy of QA/QC Plan must be submitted to OCTA together with the PMP certification for OCTA approval. Any changes required for the QA/QC Plan approved by OCTA will be the responsibility of the consultant to deliver to OCTA's satisfaction.

Update the existing data files using the new field inspection data, and enter all street maintenance data reflecting work performed during the past two years, such as slurry seals/overlays in MPAH, etc.

6. Re-Inspections

The re-inspection of network shall be performed with different personnel other than those who performed the condition surveys. The Re-inspection should be performed within one month of the original date of collection as required by OCTA Guidelines. At least 90% of re-inspected sections must be within ±10 PCI points compared to the originally surveyed PCI.

7. Funding Scenarios

Forecast the future PCI values for each segment and create OCTA-required budget scenarios for each network. Construct budget scenarios per network (MPAH, Local) outlining the budget needs for the next seven fiscal years for each funding scenarios listed below:

- Current funding levels and consider the impact on the City's PCI under the existing 7-year maintenance program
- A "maintain" scenario outlining details of the budget required to maintain the City's average PCI
- A "improve" scenario outlining the budget needed to improve the average PCI by 10 points.

Consultant shall allocate additional time to run various scenarios for the City based on various budgetary constraints, PCI goals and objectives, and other criteria.

8. 7-year CIP Recommendation

Based on the updated pavement network inventory data and input from City staff, the consultant shall develop a 7-year CIP strategy for the City (including but not limited to selecting segments, treatment type, costs, and year of implementation). Update the decision tree and unit costs for different types of pavement treatments (slurry seal, thin overlay, pavement rehabilitation, etc.). The Consultant shall recommend strategies and unit costs based on local conditions and explain advantages and disadvantages of each strategy. The strategy shall incorporate a constant annual funding amount and a logical sequence of annual rehabilitation recommendations. The consultant shall evaluate a range of Maintenance and Rehabilitation (M&R) strategies, including preventive and corrective maintenance, recycling alternatives, and surface and base reconstruction.

The consultant's strategy should focus on avoiding a patchwork rehabilitation approach across the City. The City's seeking recommendation to rehabilitates all streets of a particular area (cluster of Local streets or long stretch of MAPH streets) within the same fiscal year. This approach will help achieve uniform PCI scores earlier than initially recommended. The goal of City is to develop a feasible and efficient 7-year CIP that minimizes inconvenience to the public and results in a logical and effective construction plan for the City's annual street rehabilitation or slurry projects.

9. Future Action Plan

The consultant shall recommend an action plan for future Pavement Management Plan updates, including an inspection schedule to ensure that all streets are surveyed at least every two years. The consultant will describe the field data collection techniques used in the analysis.

10. Final Report

The consultant shall prepare a final Pavement Management Program report and any other required submittal items in a format that conforms to the OCTA requirements under its Measure M Program.

The final report shall include but not limited to, a detailed network description outlining the number, types, and length of street segment. It shall provide an analysis of the current pavement condition, including the Pavement condition Index (PCI) scores for each segment, and maintenance and rehabilitation recommendations, such as slurry seal schedules for newly repaved streets. The report shall also provide strategic recommendations for funding allocation, including breakdown of budget needs and funding scenarios over 7-year period.

The report shall identify the existing pavement conditions and future performance for the next 7 years using predictive modeling and local conditions. It shall also describe the field data collection techniques, identify the form, condition, and causes of pavement distress, and incorporate factors such as surface distress, roughness, rut, raveling condition, crack condition, drainage condition, utility cuts, street sections, functional classification, ride quality, traffic volume, overall condition rating, and so on into its analysis.

All findings, including tables and maps of PCI for each segment, shall be provided in a GIS data format suitable for ESRI ArcGIS. This will allow City staff to upload the data to the City website, enabling public to access an interactive map of street pavement conditions.

11. Presentation

The consultant shall present the results of the pavement management program to designated City personnel. This presentation will be supported by a comprehensive binder containing detailed program reports, including pavement section descriptions, budget scenarios, treatment needs, and street listings organized by PCI, classification, rehabilitation year, and district area. The consultant may also include any additional information deemed vital to the program's development.

Deliverables

- PMP final report
- Forecast Maintenance / Rehabilitation Report for next 7 years
- Spreadsheet data file
- GIS data file
- PMP Map (24x36) showing PCI ranges per street segments
- PMP Map (24x36) showing PCI ranges per blocks

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 one (1) 1-hour long project kick-off meeting with various City staff. In addition, communication between Consultant and City staff via email and telephone will be ongoing throughout project.

Prepare Draft and Final Reports for the Updated Citywide Pavement Management Program. The Draft Report must be delivered to the City of Buena Park by March, 2026, and allow two (2) weeks for City review. All comments shall be addressed prior to submitting the Final Report submittal to the City of Buena Park no later than April 30, 2026. The Final Report must be in a format that conforms to the OCTA requirements under its Measure M Program.

Consultant may be required to meet with City staff within seven (7) days of submittal of the Draft and Final Reports to discuss comments. It is anticipated that changes will be made to both the Final and Draft Reports.

The consultant shall list in its proposal the various reports that will be included in the Draft and Final Reports. The City can provide samples of past reports which were acceptable to the City.

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 — September 11, 2025
- RFI Submittal Deadline — September 18, 2025 3:00 pm
- RFP Submittal Deadline — October 2, 2025 3:00 pm
- Award Professional Services Agreement — October 28, 2025
- Kick-off Meeting — November 17, 2025
- Start of Survey — December, 2025
- First submittal of survey data — February, 2026
- Meeting with Staff — February, 2026
- Completion of survey and draft report submittal — March, 2026
- PMP Final report, shape file, and PPT submittal — April 30, 2026
- City Council Meeting — May, 2026

INSTRUCTIONS

REGISTRATION:

All interested Consultants shall register with the RFP Administrator by emailing Hysun Lee at hlee@buenapark.com.

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).

   Describe the equipment and methods to be used to inventory the required routes and to objectively assess the surface conditions of each segment. Describe the PMP software to be used and its features. If the consultant is proposing to use a software other than Street Saver, please provide the following:

   a. A comparison of the advantages and disadvantages of using the alternative software, including long-term licensing and use costs for the City;

   b. The amount, if any, of fee reduction you would offer if the City approves the alternative software; and

   c. A statement indicating if you are willing to complete the services using Street Saver if the City does not approve the alternative software.

B. CONSULTANT'S REPRESENTATIVE: Identification of the primary representative and an alternate to perform the services described in the scope of work. Each representative and the point of contact for the City shall be identified in the proposal. The Consultant's representatives/inspectors shall be OCTA prequalified pavement inspectors 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: 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. PROJECT 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 as "Not to Exceed Fixed Fee" which shall be the sum of all tasks. Proposal shall also include a cost estimate of all reimbursable costs, indirect costs, and incidentals.

G. SUBCONSULTANT: If subconsultants 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. Subconsultants shall be directed and compensated by Consultant.

SUBMITTAL INFORMATION:

Proposals are due by **3:00 PM on THURSDAY, OCTOBER 2, 2025** to the RFP Administrator at the City of Buena Park. Postmarks will not be accepted.

RFP Administrator: Hysun Lee, P.E., Assistant Engineer
City of Buena Park – Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621
Phone: (714) 562-3691
Email: hlee@buenapark.com

Four hard copies (3 bound, 1 unbound) and an electronic copy of the proposal shall be submitted. Please mark all submittals as "**CITYWIDE PAVEMENT MANAGEMENT PROGRAM (PMP)**".

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. 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. All questions must be submitted (via email) to the RFP Administrator by Thursday, September 18, 2025 at 3:00 PM. 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 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.

Subconsultant/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 subconsultant, 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 subconsultant(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 subconsultants or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Consultant's request to use subsonsultants is at the sole discretion of the City.

DRAFT AGREEMENT

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 25-XX

DATE: _____

SERVICES: Pavement Inspection for 2026 Citywide Pavement Management Program (PMP)

PROJECT: Citywide Pavement Management Program (PMP)

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 [X] (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)

DRAFT

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, 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.

DRAFT

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.

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.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.

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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

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)

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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October 28, 2025
CONSENT CALENDAR
Item No. 4H.

City Council Agenda Report

LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) TO RENEW LAND USE LICENSE FOR THE RIGHT-OF-WAY BETWEEN WESTERN AVENUE AND BEACH BOULEVARD

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) Approve a five-year license agreement with Southern California Edison (SCE) for use of its right-of-way, east of Western Avenue to Beach Boulevard, in the amount of $215,704.17; 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 March 23, 2021, the City Council approved a five-year license agreement with SCE for the right-of-way located east of Western Avenue for a City parking lot and walking trail.

DISCUSSION

In 2016, in preparation for the construction of the public parking lot and walking trail improvements, the City Council approved a five-year license agreement with SCE for the right-of-way located east of Western Avenue. The City's improvements were completed in 2017 and include the parking lot, landscaping, a walking path, a sidewalk, and privacy fencing for the adjacent homes. The property primarily serves as public parking for visitors to the Entertainment Corridor and employees of businesses, and it also forms an integral segment of the Silverado Trail. Staff recommends approving the proposed five-year license agreement with SCE to continue utilizing the right-of-way for this purpose.

BUDGET IMPACT

This contract is in the amount of $215,704.17 over a five-year period and will be funded by the Economic Development Fund (Account No. 12-6240-632110). Funding for this agreement is included in the current budget and will be included in subsequent budgets. Payments include an annual 5% rate increase and are as follows:

YEAR	TOTAL COST
2026	$39,037.02
2027	$40,988.87
2028	$43,038.31
2029	$45,190.23
2030	$47,449.74

Attachments

9.5884 License 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
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Licensor/Licensee

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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 all of Assessor's Parcel Number 136-211-50, 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.

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Licensor/Licensee

1. Use: Licensee will use the Property for parking 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 February, 2026 and ending on the last day of January, 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 Thirty-Nine Thousand Thirty-Seven and 02/100 Dollars ($39,037.02) 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	February 1, 2026 - January 31, 2027	$39,037.02	February 2026
Second Year	February 1, 2027 - January 31, 2028	$40,988.87	February 2027
Third Year	February 1, 2028 - January 31, 2029	$43,038.31	February 2028
Fourth Year	February 1, 2029 - January 31, 2030	$45,190.23	February 2029
Fifth Year	February 1, 2030 - January 31, 2031	$47,449.74	February 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 $1,000,000.00 per occurrence and $1,000,000.00 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

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

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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Licensor/Licensee

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.

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

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.

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

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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Licensor/Licensee

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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Licensor/Licensee

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

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

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
6650 Beach Boulevard
Buena Park, CA 90621
Email: fcapistrano@buenapark.com

Business Telephone No. (714) 562-3685

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.

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

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)

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

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By_____

BRIAN TORRES
Interim Manager
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

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

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

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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

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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.

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Licensor/Licensee

A D D E N D U M

PARKING

A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.

B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.

C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.

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

E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.

F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.

G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.

H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

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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.

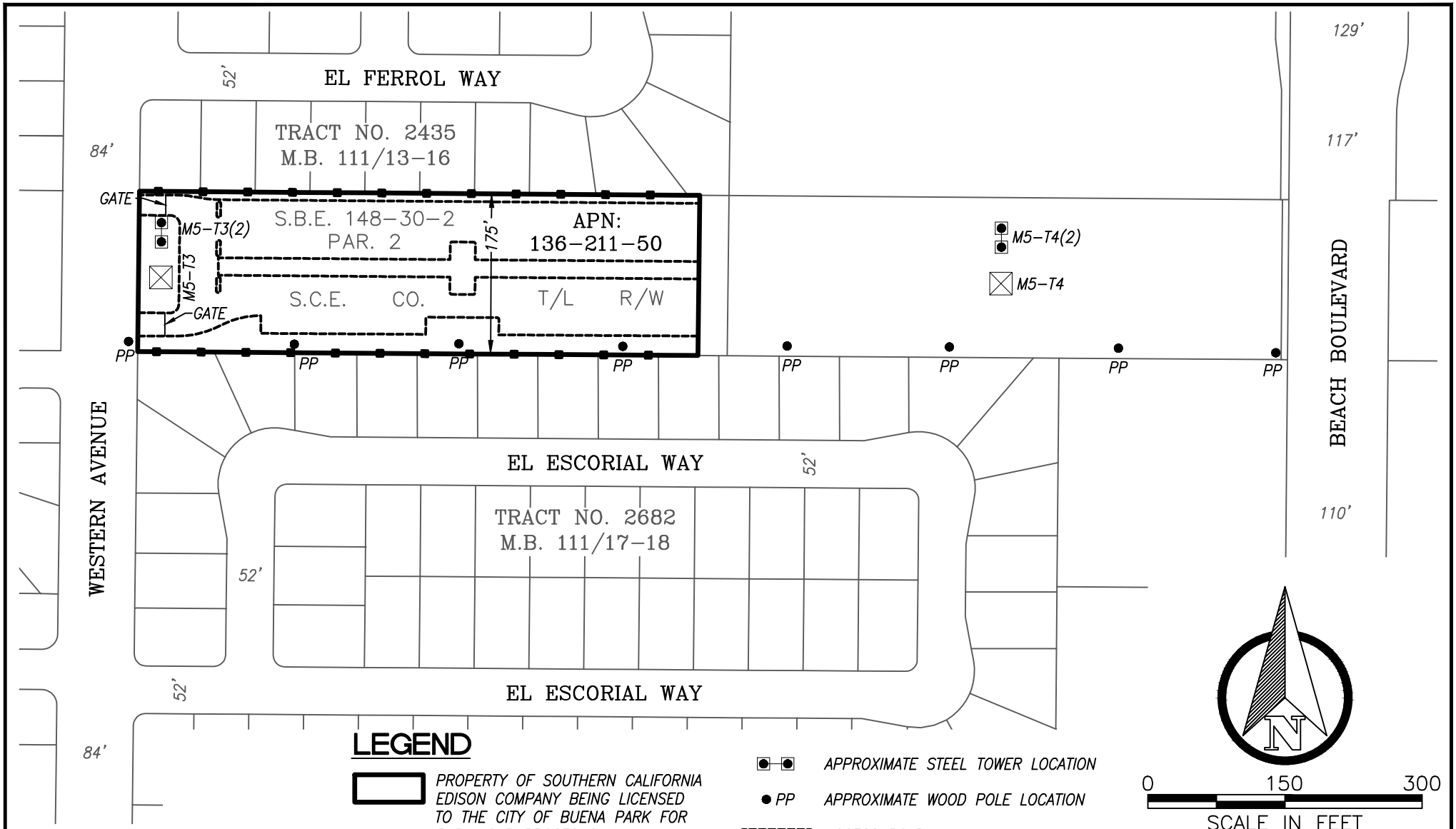
G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or 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



LEGEND

- PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY BEING LICENSED TO THE CITY OF BUENA PARK FOR PARKING PURPOSES ONLY
- APPROXIMATE TOWER LOCATION
- APPROXIMATE STEEL TOWER LOCATION
- PP APPROXIMATE WOOD POLE LOCATION
- ACCESS ROAD
- CONCRETE WALL

EXHIBIT "A"

NOTE:

THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES;

a) A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.

b) A 25-FOOT RADIUS AROUND ALL OTHER POLES.

FACILITY NAME: BARRE – DEL AMO 220 KV T/L R/W	LICENSED AREA (GROSS)	SQ.FT.: 107,500	AC.: 2.47
LICENSEE: CITY OF BUENA PARK	CONTRACT NO.: 9.5884	ACCOUNT NO.: N/A	
CITY: BUENA PARK	COUNTY: ORANGE	STATE: CA	T.G.: 767/H3	M.S.: 047-089
APN.(S): 136-211-50	SCE DOCUMENT NO.: 56067/008		
SCE SANDERS MAP: 533882	SCE LAND BOOK: N/A	REF: 2015/9.5584.DWG	
R.P. LAND AGENT: C. BEDOLLA	LANDBASE MAPPING: L. JOHNSON	CHECKED BY: B. YOUNG	
ORDER NO.: 801167052	NOT. NO.: 202714250	DATE: 08/19/2025	FILE NAME: 9.5884.DWG

SOUTHERN CALIFORNIA EDISON®
An EDISON INTERNATIONAL® Company

8/15/2025 12:32 PM, \\SCE\WORKGROUP\CRE\REO-SURVEY\LEASE & LICENSE EXHIBITS\2025\SCE\9.5884_CITY OF BUENA PARK\CAD_2019\9.5884.DWG

October 28, 2025
CONSENT CALENDAR
Item No. 4I.

City Council Agenda Report

APPROVE AGREEMENTS WITH THE AMERICAN RED CROSS (ARC) FOR THE PROVISION OF DISASTER SHELTER SERVICES AT THE BUENA PARK COMMUNITY CENTER AND EHLERS EVENT CENTER IN THE EVENT OF AN EMERGENCY

PREPARED BY	PRESENTED BY
Lance Charnes, Emergency Services Coordinator	Lance Charnes, Emergency Services Coordinator
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Frank Nunes, Chief of Police	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve an agreement with the American Red Cross (ARC) for a disaster shelter location at the Buena Park Community Center; 2) Approve an agreement with the American Red Cross (ARC) for two disaster shelter locations (Heritage Hall, Ruth Walp Hall) at the Ehlers Event Center; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreements; and, 4) Authorize the City Manager and City Clerk to execute the agreements.

PREVIOUS CITY COUNCIL ACTION

The City Council previously approved use agreements for this purpose on November 12, 2013.

DISCUSSION

The American Red Cross (ARC) maintains a database of pre-surveyed potential disaster shelter sites throughout the United States. This database and these surveys allow ARC to quickly locate and activate shelters when they are needed. These sites may be used as evacuation shelters (occupied for only a few hours following a short-term emergency, such as a hazardous materials spill or apartment fire) or as general population shelters (housing evacuees for several days following a major residential structure fire or general disaster).

In 2013, the City's Emergency Services Coordinator, in coordination with the Director of Community Services and the City Manager’s Office, determined that additional shelter spaces controlled directly by the City might be necessary following a large-scale emergency. The Community Center and Ehlers Event Center were determined to be suitable shelter locations. In November 2013, the City Council approved use agreements with ARC for three locations (the Community Center, Heritage Hall, formerly Liberty Hall).

In 2023, due to various ARC program and administrative changes, as well as turnover in its shelter inventory, ARC began a review of all its designated shelter locations. In 2024, ARC representatives re-surveyed the City's shelter sites. As a result, ARC and the City are required to complete new facility use agreements.

The agreements and surveys do not grant ARC the authority to unilaterally open a shelter in a City facility at will. Instead, the information allows ARC to identify and evaluate the most appropriate sites for potential activation based on the circumstances at hand. If one or more of those sites is City-owned property, ARC must request permission from the City before opening a shelter there. The City may grant or refuse permission, and can ask for reclaim control of the site to City at any time.

Once activated, ARC provides all the required shelter supplies, equipment, support, and management staff. ARC may request support from facility maintenance or janitorial staff, for which it will reimburse the City. ARC shelter managers will coordinate with the Buena Park Police Department to maintain order and provide security for active shelters.

According to the U.S. Public Law 109–308 (the Pets Evacuation and Transportation Standards Act of 2006) and California Government Code Section 8593.10, any jurisdiction operating a disaster shelter must provide accommodations for individuals with household pets. As household pets should not stay in a shelter meant for humans, the City must arrange for animal shelter in a nearby but separate location. Community Services and the Emergency Services Coordinator have reviewed available options and recommend the following locations:

- Ehlers Event Center: Ehlers Plaza or Veterans Hall
- Community Center: East Parking Area or Lily Room

Having multiple potential shelter options provides the City with greater flexibility when residents and visitors need assistance most. Approving the use agreements preserves the City's options and capabilities at no additional cost, helping ensure the City is better prepared for future emergencies.

BUDGET IMPACT

There is no budget impact associated with the approval and execution of these agreements. If an emergency shelter site is activated, ARC will reimburse the City for all expenses incurred in opening and supporting the site, and for any damage resulting from the site's use.

Attachments

Atch 1. ARC Facility Use Agreement for Buena Park Community Center.pdf
Atch 2. ARC Facility Use Agreement for Heritage Hall.pdf
Atch 3. ARC Facility Use Agreement for Ruth Walp Hall.pdf
Atch 4. ARC Shelter Facility Survey sample.pdf
Atch 5. ARC Pet Addendum to Facilities Use Agreement.pdf
Atch 6. ARC Shelter Agreement Information Sheet.pdf
Atch 7. ARC Become a Shelter What to Know Fact Sheet.pdf

Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families, and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public, who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	City of Buena Park
Address	6688 Beach Blvd, Buena Park, CA 90621 (BP Community Cntr)
24-Hour Point of Contact Name and Title Work Phone Cell	BPPD Watch Commander Contact through Dispatch: 714-562-3902
Address for Official Notices (only if different from above	

Red Cross:

Chapter Name	American Red Cross of Orange County
Chapter Address	600 Parkcenter Drive Santa Ana, California 92705
24-Hour Point of Contact Name and Title Work Phone Cell	Monica Ruzich Disaster Program Manager (714)673 7423 (cell) (714) 481-5329 (office)
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's ***Facility/Shelter Opening/Closing Form*** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): ~~Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.~~ Initialed:_____ _____

5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.

6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the

written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form,* to record any damage or conditions.

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

   a. Owner will not charge a fee for the use of the Facility.
   Owner Initials _____ Red Cross Initials _____

   b. The Red Cross will pay $___ per: _____ for the right to use and occupy the Facility
   Owner Initials _____ Red Cross Initials _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

   a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

   b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

   c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

   d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

   e. If the disaster is a Federally declared disaster and Owner is a municipal, county, parish, or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to

reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers'.
    a. Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.
12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Digital Signature: Each party agrees that either part's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

	The American National Red Cross
Owner (Legal Name)	(Legal Name)
By (Signature)	By (Signature)
Name (Printed)	Debbie Leahy Name (Printed)
Title	Regional Disaster Officer Title
Date	Date

Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families, and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public, who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	City of Buena Park \
Address	8152 Knott Avenue, Buena Park, CA 90620 (Ehlers Event Center)
24-Hour Point of Contact Name and Title Work Phone Cell	BPPD Watch Commander Contact through Dispatch: 714-562-3902
Address for Official Notices (only if different from above	

Red Cross:

Chapter Name	American Red Cross of Orange County
Chapter Address	600 Parkcenter Drive Santa Ana, California 92705
24-Hour Point of Contact Name and Title Work Phone Cell	Monica Ruzich Disaster Program Manager (714)673 7423 (cell) (714) 481-5329 (office)
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's ***Facility/Shelter Opening/Closing Form*** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Food Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): ~~Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.~~ Initialed:_____ _____

5. Custodial Services (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.

6. Security/Safety: In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

7. Signage and Publicity: The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the

written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form,* to record any damage or conditions.

9. Fee (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

   a. Owner will not charge a fee for the use of the Facility.
   Owner Initials _____ Red Cross Initials _____

   b. The Red Cross will pay $___ per: _____ for the right to use and occupy the Facility
   Owner Initials _____ Red Cross Initials _____

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

   a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

   b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

   c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

   d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

   e. If the disaster is a Federally declared disaster and Owner is a municipal, county, parish, or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to

reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers'.
    a. Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.
12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
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Owner (Legal Name)	The American National Red Cross (Legal Name)
By (Signature)	By (Signature)
Name (Printed)	Name (Printed)
Title	Title
Date	Date

Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families, and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public, who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	City of Buena Park
Address	8150 Knott Avenue, Buena Park, CA 90620 (Ruth Walp Hall)
24-Hour Point of Contact Name and Title Work Phone Cell	BPPD Watch Commander Contact through Dispatch: 714-562-3902
Address for Official Notices (only if different from above	

Red Cross:

Chapter Name	American Red Cross of Orange County
Chapter Address	600 Parkcenter Drive Santa Ana, California 92705
24-Hour Point of Contact Name and Title Work Phone Cell	Monica Ruzich Disaster Program Manager (714)673 7423 (cell) (714) 481-5329 (office)
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Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

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Facility Purpose	Owner Initials	Red Cross Initials
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Parking of vehicles		
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written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. Closing the Facility: The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form,* to record any damage or conditions.

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   c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

   d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

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    a. Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers' Liability.
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	The American National Red Cross
Owner (Legal Name)	(Legal Name)
By (Signature)	By (Signature)
Name (Printed)	Debbie Leahy Name (Printed)
Title	Regional Disaster Officer Title
Date	Date

Shelter Facility Owner Pre-Survey Form

This form must be completed by the facility owner/operator. It records basic details about the site and contact information. Once completed, send it to the Red Cross representative.

Red Cross Representative:	Red Cross Contact Info:
Date Completed:	Contact Info: Person Completing Form:

Site Name: Ehlers Event Center

Address: 8152 Knott Avenue County: Orange

City: Buena Park State: CA Zip: 90620

Site Information

Year Built: Site Meets Current Occupancy Codes: ■ Y ☐ N

Functional Fire Suppression System (fire alarms, sprinkler system, fire department direct alert): ■ Y ☐ N

Smoke Alarms: ■ Y ☐ N Fire Extinguishers: ■ Y ☐ N

Functioning Emergency Exits: ■ Y ☐ N AEDs: ■ Y ☐ N

Water Source: ■ Municipal ☐ Well ☐ Trapped Water Other:

Plumbing Source: ■ Municipal ☐ Septic Tank ☐ Water-less Other:

Emergency Generator: ■ Y ☐ N What is powered by generator? portable (2) in public works will power building

Cooling System: ■ Electric ☐ Natural Gas ☐ Propane ☐ No AC Other:

Heating System: ☐ Electric ■ Natural Gas ☐ Propane ☐ No Heat Other:

Wireless Internet: ■ Y ☐ N Pets Allowed: ■ Y ☐ N

Are there outside areas for pet relief? May use the plaza near Liberty Hall complex

Facility Accessibility: ☐ 1984 UFAS ☐ 1991 ADA Standards ☐ 2004 ADAAG ☐ 2010 ADA Standards
chose all that apply ☐ Unknown ☐ Other _____

Contact Information

The Red Cross needs to know who to contact for additional information during disaster readiness and all potential points of contact during disaster. The "Primary" contact is the individual who serves as the main point of contact to the Red Cross during disaster readiness. It is helpful to provide alternate points of contact who may be actively involved when opening the shelter and who can be reached after-hours. Contacts can be updated with the Red Cross as necessary.

SITE CONTACT INFORMATION: **CONTACT TYPE: Primary**

First Name: Last Name:

Agency: Title:

Phone #: Alternative Phone #:

Email Address:

To Be Used by Facility Owner/Operator

SITE CONTACT INFORMATION:	**CONTACT TYPE:** **Alternative**
First Name:	Last Name:
Agency:	Title:
Phone #:	Alternative Phone #:
Email Address:	

SITE CONTACT INFORMATION:	**CONTACT TYPE:** **Alternative**
First Name:	Last Name:
Agency:	Title:
Phone #:	Alternative Phone #:
Email Address:	

SITE CONTACT INFORMATION:	**CONTACT TYPE:** **Alternative**
First Name:	Last Name:
Agency:	Title:
Phone #:	Alternative Phone #:
Email Address:	

SITE CONTACT INFORMATION:	**CONTACT TYPE:** **Alternative**
First Name:	Last Name:
Agency:	Title:
Phone #:	Alternative Phone #:
Email Address:	

SITE CONTACT INFORMATION:	**CONTACT TYPE:** **Alternative**
First Name:	Last Name:
Agency:	Title:
Phone #:	Alternative Phone #:
Email Address:	

SITE CONTACT INFORMATION:	**CONTACT TYPE:** **Alternative**
First Name:	Last Name:
Agency:	Title:
Phone #:	Alternative Phone #:
Email Address:	

Print additional pages to share additional contact information if needed.

To Be Used by Facility Owner/Operator

PET ADDENDUM TO FACILITY USE AGREEMENT

This Pet Addendum to Facility Use Agreement ("Addendum") is hereby annexed to and made a part of the Facility Use Agreement ("Agreement") having an effective date of _____, 20___, and entered into between _____ ("Owner") and The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate under the laws of the United State (36 U.S.C. §§ 300101-300111 (2007) ("Red Cross"). Owner and Red Cross are each sometimes referred to herein as a "Party" and collectively, as "Parties", as the context requires. Capitalized terms used, but not defined herein have the meanings set forth in the "Agreement".

Owner hereby grants permission to the Red Cross to permit its clients while occupying a portion of the Premises ("Client") to keep only those pet(s) described below upon the terms and conditions in this Addendum. All pets are subject to the following general policies:

1. Clients' household pets, including assistance/therapy animals (each as defined by applicable law) are permitted to be kept on and in the area of the Facility designated on Exhibit A of this Addendum ("Pet Area"), or other areas (designated by Owner) in the building.

2. Clients' service and/or guide animals (as defined by applicable law) are permitted to be kept in the same area of the Facility as the Client.

3. At all times when a client's pet is outside the Pet Area, the pet must be secured by either a leash, or in a carrier or other container and restrained in such a way so as not to cause any damage to people or the Facility. Except for service and/or guide animals, no pet is permitted in any part of the Facility, other than the Pet Area, or other areas designated and approved by Owner.

4. Owner's personnel shall avoid physical contact with any pet and shall enter the Pet Area only accompanied by the Red Cross Representative (identified in the Agreement) or Animal Welfare Organization (AWO) providing care and/or support of the pet.

5. Red Cross agrees that it, acting through the AWO, shall be responsible for sheltering, feeding, maintaining, and overseeing the welfare of the pets in compliance with all applicable laws and regulations, including but not limited to all state law and local ordinances regarding pet ownership and liability.

6. The Parties may execute and deliver this Addendum in counterparts.

7. Except as otherwise set forth in this Addendum, the terms of the Agreement remain in effect.

8. The term of this Addendum shall be coterminous with the term of the Agreement.

The Parties have executed and delivered this Addendum as of the Effective Date.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties, acting through their duly authorized officers, have executed this Contract, which shall come into force as of the latest date of the signatures below.

OWNER	RED CROSS
Name: _____	The American National Red Cross
By: _____ Signature	By: _____ Signature
Print Name: _____	Print Name: Debbie Leahy
Title: _____	Title: Regional Disaster Officer

Exhibit A

Diagram of Pet Area (include location of pet waste disposal bins/areas)

American Red Cross
Serving Orange, Riverside
and San Bernardino Counties

Shelter Agreement

Shelter Agreements are one way in which the Red Cross prepares for emergencies. Shelter agreements build capacity to support planning and disaster response.

Shelter agreements establish a mutual understanding of how the Red Cross and the building owner will work together to support the community after a disaster. The agreement is activated if there is a need by the Red Cross and if the partner is willing and able to assist. In fact, the first line of the agreement terms and conditions is: "Upon request and if feasible..."

+ **Shelter Agreements Clarify:**
  - ✓ How the Red Cross and Partner work together
  - ✓ What building locations the Red Cross may use for shelter operations
  - ✓ The Shelter Agreement activation process and procedures

In addition, the Red Cross completes and revises a shelter survey for each potential emergency site every three (3) years. This information is shared with the American Red Cross national database, the National Shelter System (NSS).

What does the Red Cross look for in a potential emergency shelter?

The Red Cross plans for emergencies and disasters at all levels. Each type of disaster requires a different set of resources, including potential shelter sites. Shelters assist with disaster response planning by enabling the Red Cross to identify locations and the capacity for each shelter site. The Red Cross usually looks for:

Red Cross Needs	Criteria	Example
Space	• Open spaces preferred • Shelter spaces of 50 or more people per facility (min. 2,000 square feet) • 20 sq ft per person at evacuation center • 40 sq ft per person in open space or mega shelter	• School gymnasiums, recreation centers
Accessibility	• Accessible to people with disabilities • Parking available for people using shelter and Red Cross	• Wheelchair accessible entrances • Accessible parking spaces next to or near facility
Restrooms & Showers	• Restrooms required • Accessible to people with disabilities • Showers preferred	• 1 restroom stall per 40 people • Gymnasium showers • 10% of restroom stalls are ADA compliant

*Note: All Red Cross agreements contain standard indemnity and insurance language provided by the American Red Cross Office of General Counsel. The standard language may not be altered or removed without prior written consent from the American Red Cross Office of General Counsel.

American Red Cross
Serving Orange, Riverside
and San Bernardino Counties

Become a Shelter: What to Know

JOIN THE AMERICAN RED CROSS EFFORTS TO PROVIDE RELIEF IN EMERGENCIES!

- The **Shelter Readiness Program** is looking for organizations, churches, schools, and corporations interested in allowing the Red Cross to use their facilities in the event of an emergency or disaster.
- Prepared shelters within communities are a vital resource to providing warmth, safety, and comfort to those affected by disaster.



How to become a Shelter:

- Shelter Survey: The American Red Cross will send a team of Shelter Survey Specialists to visit your facility and conduct a Shelter Survey. From the survey, we would determine the suitability of the facility as a shelter.
- Shelter Agreements establish a mutual understanding of how the Red Cross and the building owner will work together to support the community after a disaster. The agreement is activated if there is a need by the Red Cross and if the partner is able and willing to assist.

Ideal Shelter facilities:

- Large, open, indoor space
- Bathrooms
- Showers are preferred
- Accessible for those with special needs





If your organization would be interested in partnering with the **Red Cross** to provide relief for your neighbors in disaster, contact:

(714) 481-5340
alexandra.coombs@redcross.org

October 28, 2025
CONSENT CALENDAR
Item No. 4J.

City Council Agenda Report

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH MERCHANTS LANDSCAPING INC. FOR CITYWIDE LANDSCAPING SERVICES

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

RECOMMENDED ACTION

1) Approve Amendment No. 2 to the Agreement with Merchants Landscaping Services, Inc. ("Merchants") for landscaping services from January 1, 2026, through March 31, 2026; 2) Authorize the City Manager and City Attorney to make any necessary non-monetary changes to the amendment; and, 3) Authorize the City Manager and the City Clerk to execute the amendment.

PREVIOUS CITY COUNCIL ACTION

On December 14, 2021, the City Council approved a three-year agreement with Merchants in the an amount of $828,000 for the first year, with 3% increases each subsequent year. The agreement included provisions for two (2) one-year extensions beyond the initial term of three years. On December 10, 2024, the City Council approved a one-year extension through December 31, 2025.

DISCUSSION

Merchants has provided landscaping services at City properties including parks, facilities, the Metrolink Station, parkways, medians, public parking lots, and freeway on- and off-ramps since 2013. Staff has had a good relationship with Merchants management. They are responsive to the City's requests and willingly re-direct their efforts in areas that are of interest to the City.

On February 11, 2025, the City Council adopted an ordinance regulating the use of gas-powered lawn equipment. Future agreements with contracted landscapers will require electric landscaping equipment be utilized wherever possible. For this reason, staff has prepared a request for proposals (RFP) for a new agreement with a landscaping contractor that will require the use of electric equipment. Due to the change of scope for the new contract, staff seeks additional time on the RFP to make sure there is time for qualified contractors to submit proposals and bring the best value and service to the City.

Extending the existing contract with Merchants for three additional months, through March 31, 2026, will provide the additional time necessary to complete the RFP process. The extension would carry forward the current scope of work and cost per month as the current agreement.

BUDGET IMPACT

The attached proposal from Merchants retains the same services and rate as the current agreement at a cost of $78,140 per month, for a total cost of $234,420. Funds are available in the budget for this purpose.

Attachments

Merchants 2026 Proposal.pdf

Amendment #2 to PSA with Merchants FINAL.pdf

merchants
landscape services, inc.

October 2, 2025

Joe Hunt
Public Works Manager
City of Buena Park
6955 Aragon Circle
Buena Park, CA 90620

Regarding: **City of Buena Park- Extension for Landscape Maintenance Services**

Dear Joe,

We are grateful for your business over the past years, and Merchants Landscape Services would like to extend our current landscape maintenance contract with the City of Buena Park for an additional three months, from January 1, 2026, to March 31, 2026.

Given our positive relationship with the City of Buena Park and our commitment to continuing to serve its residents, Merchants Landscape is pleased to submit the following proposal at the same monthly price:

Monthly Maintenance: $78,140.00

All current terms, conditions, and specifications will remain the same. We respectfully ask that you consider our proposal.

Should you have any questions, please contact Martin Herrera at (800) 645-4881.

Sincerely,

Martin Herrera
Branch Manager

Cc: Mark Brower

AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH MERCHANTS LANDSCAPING SERVICES, INC.

This Amendment to Professional Services Agreement ("Amendment No. 2") dated **October 28, 2025,** and is between the City of Buena Park, a California municipal corporation ("CITY") and **Merchants Landscaping Services, Inc.** a **California Corporation** ("CONSULTANT"). CITY and CONSULTANT are at times referred to herein jointly as the "Parties" and individually as a "Party."

WHEREAS, the Parties previously entered into that certain Professional Services Agreement dated December 14, 2021, as amended by that certain Amendment No. 1 dated December 10, 2024 (jointly the "Agreement"), pursuant to which CITY contracted with CONSULTANT to provide the "Services" defined in the Agreement;

WHEREAS, the Parties now desire to amend the Agreement to extend the term for three (3) additional months, subject to the terms and conditions set forth in this Amendment No.2.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **RECITALS.** The foregoing recitals are true, correct, and incorporated into this Amendment.

2. **TERM.** The term of this Amendment No. 2 shall commence on **January 1, 2026,** and shall remain in full force and effect until **March 31, 2026,** unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of the Agreement.

3. **SERVICES:** Subject to the terms and conditions in this Amendment No. 2, CONSULTANT shall provide to CITY those services that are specifically described in the Agreement (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 Amendment No. 2. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule, or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

4. **COMPENSATION:** Section 5 of the Agreement (Compensation) is hereby deleted and replaced with the following:

   5.0 COMPENSATION. As full and complete compensation for CONSULTANT's performance of the Services during the term of Amendment No. 2, CITY shall pay CONSULTANT at the monthly rate and amounts set forth in Exhibit "A" to Amendment No. 2, provided that the total compensation paid to CONSULTANT during the term of Amendment No. 2 shall NOT EXCEED the total of **$234,420.00.** No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at CONSULTANT's then-applicable rates subject to agreement by CITY at a rate agreed to

by the Parties. The CITY shall make payment in accordance with Section 6.0 of the Agreement.

5. INCORPORATION. Except as expressly amended herein this Amendment No. 2, all other terms and provisions of the Agreement shall govern and remain in full force and effect, being deemed incorporated fully herein by this reference.

CITY OF BUENA PARK a California Municipal Corporation	CONSULTANT
	_____ Name of Business
BY: _____ Aaron France, City Manager	_____ Signature
	_____ Print Name
ATTEST:	
BY: _____ Adria M. Jimenez, MMC, City Clerk	
APPROVED AS TO FORM:	
BY: _____ Christopher Cardinale, City Attorney	

EXHIBIT A

Attached Consultant's Letter Proposal dated October 2, 2025 Behind This Page

October 28, 2025
CONSENT CALENDAR
Item No. 4K.

City Council Agenda Report

APPROVE BUDGET APPROPRIATION TO REALLOCATE FUNDS TO EXPAND THE AIR QUALITY MANAGEMENT DISTRICT RIDESHARE BENEFITS PROGRAM

PREPARED BY	PRESENTED BY
Lotus Thai, Sustainability Manager	Lotus Thai, Sustainability Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Matt Foulkes, Director of Community & Economic Development	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a budget appropriation of $10,000 from AB 2766 Fund for employee rideshare program.

PREVIOUS CITY COUNCIL ACTION

On August 22, 2017, City Council approved the City Employee Commute Reduction Program to comply with a South Coast Air Quality Management District (SCAQMD) mandate. Council allocated money from the AB 2766 Fund for Public Works to implement the program.

On September 23, 2025, City Council adopted the City's Climate Action and Adaptation Plan (CAAP). Several of the actions in the CAAP relate to reducing greenhouse gas emissions from employees traveling to work.

DISCUSSION

The South Coast Air Quality Management District (SCAQMD) mandates employers who have more than 250 employees reporting to a jobsite to develop and implement an employee rideshare program. The intent of the program is to provide various incentives to encourage employees to use alternative commute modes (ACMs) such as carpooling, using public transportation, driving an electric vehicle, biking, and/or walking to work.

AB 2766 is a dedicated funding source created by the State Legislature to help cities and counties reduce air pollution from vehicles. In the South Coast region, a portion of motor vehicle registration fees is allocated to local governments via the SCAQMD to support projects that cut mobile-source emissions. These funds can be used for things like purchasing or leasing zero-emission or plug-in hybrid vehicles, installing EV or alternative fuel infrastructure, supporting transportation demand management programs (e.g. trip reduction, bike & transit incentives), signal timing and synchronization, or other strategies that yield measurable emission reductions. To access and use AB 2766 funds, a local jurisdiction must adopt the expenditure in its budget or via Council resolution, maintain the funds in a separate special revenue account, comply with reporting requirements (annual reports, audits), and ensure that the projects adhere to the California Air Resources Board's Criteria & Guidelines (via the SCAQMD's Resource Guide). In Buena Park, one of the eligible uses of AB 2766 funds is to administer the City's Employee Commute Reduction Program.

The Program is required to have three sets of strategies: marketing, basic support, and incentives. Employees are informed of the program during their on-boarding training, through flyers posted around facilities, and at the annual Human Resources (HR) Benefits Fair. With support from HR, the Public Works Department manages the program and completes the annual survey and report for SCAQMD.

Currently the program has the following incentives:

- If an employee utilizes an ACM to work four times in one month, they will earn $25 cash onto their paycheck.
- Each month, all participants are entered into a raffle for $50 cash onto their paycheck.
- A points program allows employees to earn points that can be "cashed" in on a quarterly basis to receive items from the Commuter Catalog. One day of using an ACM is $1.00. A start-up incentive of $50 is given to new participants if they use an ACM at least four times a month for 3 months.
- A monthly $30 bus or $125 rail subsidy is given to employees if they use a bus or train two days a week.

There were 22 participants in FY22-23 and 31 participants in FY 23-24. The FY25-26 budget allocates $13,120 for the rideshare program.

Currently, the program only serves employees that report to the Civic Center complex, including City Hall, the Police Department, and the Community Center. To align with the recently adopted CAAP and to further reduce greenhouse gas emissions from employees traveling to/from work, staff recommends expanding the program to include employees at Ehlers Event Center and the City Yard. Expanding this program to be eligible for all City facilities will encourage staff at these locations to utilize alternative modes of travel thereby reducing greenhouse gas emissions. There are sufficient funds available in the AB 2766 account; however, a budget appropriation of $10,000 is required to cover the anticipated additional costs associated with expanding the Employee Commute Reduction Program.

BUDGET IMPACT

A budget appropriation of $10,000 from AB 2766 Fund for employee rideshare program.

Attachments

AQMD Rideshare Program.pdf

EMPLOYEE COMMUTE PROGRAM

Program offered to full-time/part-time staff working at City Hall, Police Dept. & Community Center



Take your spouse to work?
Drive your kids to school?
THAT COUNTS!

Contact

Laurie Aubuchon
Employee Transportation Coordinator
LAUBUCHON@BUENAPARK.COM
x3653



Ride the Train/Bus

Walk or Bike



Carpool

to work and **earn benefits**

drive-alone zero emission vehicles included

- $25 each month on your paycheck
  - minimum participation required; subject to taxes
- Monthly drawing for an extra $50
- Earn commute points
  - (each point=$1; exchange for gift cards or cash)
- New Participants earn an extra 50 points
  - (after 3 mos. of participation)
- Guaranteed Ride Home
- Public transportation subsidies
- Rideshare matching



October 28, 2025
NEW BUSINESS
Item No. 5F.

City Council Agenda Report

APPROVE BUDGET APPROPRIATION IN THE AMOUNT OF $50,000 FOR NON-PROFIT LEGAL AID SERVICES

PREPARED BY	PRESENTED BY
Christopher G. Cardinale, City Attorney	Christopher G. Cardinale, City Attorney
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Aaron France, City Manager	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a budget appropriation of $50,000 from the General Fund for non-profit legal aid benefiting City residents.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City Council has taken various actions in recent years to provide funding support for programs and services that benefit under served or vulnerable members of the community, including but not limited to the building and funding of the Buena Park Navigation Center, rental and business assistance during the COVID-19 pandemic, annual grants to local nonprofits that serve community members, support for the Buena Park Collaborative, and the Friendly Center and recent development of the Friendly Mart. Consistent with these past actions, the City Council desires to appropriate $50,000 to fund non-profit legal services to support vulnerable members of the community that may be facing complex legal challenges and would otherwise not have access to the basic level of legal advice needed.

BUDGET IMPACT

The Budget Impact is $50,000 from the General Fund for this purpose.

October 28, 2025
NEW BUSINESS
Item No. 5A.

City Council Agenda Report

APPROVE PROFESSIONAL SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC. FOR THE FRIENDSHIP PARK IMPROVEMENT PROJECT PLANS, SPECIFICATIONS, AND ESTIMATE

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) Approve a Professional Services Agreement (PSA) in amount of $316,920 with RJM Design Group, Inc. (RJM) for the Friendship Park Improvement Project Plans, Specifications, and Estimate; 2) Appropriate $316,920 from the Undesignated General Fund to the Friendship Park Improvement Project account for this purpose; 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 the City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On January 14, 2025, staff presented the Friendship Park Korean Pavilion and proposed park improvements to the City Council during Study Session. Following the discussion, the City Council directed staff to proceed with the conceptual plan development of the Friendship Park.

On August 12, 2025, staff presented the Friendship Park Improvement Concept Plan to the City Council during Study Session. Following the discussion, the City Council directed staff to proceed with the next phase of selecting a consultant for development of the design and construction documents (PS&E package).

DISCUSSION

Friendship Park is located within a multi-residential community adjacent to Beatty Middle School and spans approximately 6.9 acres. The park currently features a playground, a picnic area with BBQ facilities, a handball court, and restrooms. It has been identified as a priority for improvements in the Parks Master Plan.

On August 27, 2025, staff issued a Request for Proposals (RFP) to retain a consultant to provide professional design services for the project. Four (4) proposals were received on September 25, 2025, and were evaluated by staff.

Following the evaluation process, staff determined that RJM Design Group, Inc. is the most qualified firm based on qualifications, extensive experience with similar projects, and proven expertise in park design for municipalities. RJM Design Group has previously prepared and completed the City's Parks Master Plan, and developed the conceptual plans for Friendship Park.

Staff recommends awarding the agreement to RJM Design Group, Inc. in the amount of $316,920 for the development of 65%, 95%, and 100% Plans, Specification, and Estimate (PS&E) Packages, bidding support, construction support, and Final Record Drawings upon the construction completion. The design phase is scheduled to commence in December 2025 and is anticipated to be completed by May 2026.

Since this project was not included in the current budget, staff is requesting a budget appropriation of $316,920 from the Undesignated General Fund.

The City Attorney has reviewed and approved the proposed agreement.

BUDGET IMPACT

The agreement is in the amount of $316,920. Staff recommends appropriating $316,920 from the Undesignated General Fund to Friendship Park Improvement Project (Account No. 11-9806-190140) for this purpose.

Attachments

Att 1 of 2_Friendship Park Design PSE RFP.pdf

Att 2 of 2_PSA - Friendship Park Design PSE.pdf

CITY OF BUENA PARK

COUNTY OF ORANGE
STATE OF CALIFORNIA

REQUEST FOR PROPOSAL (RFP)

FRIENDSHIP PARK IMPROVEMENT PROJECT
PLANS, SPECIFICATIONS AND ESTIMATE

Proposal Due Date: SEPTEMBER 25, 2025 BY 3:00 PM

RFP Administrator:

Hysun Lee, P.E.
Assistant Engineer
Public Works Department
T: (714) 562-3691
hlee@buenapark.com

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

ISSUED: AUGUST 27, 2025

OVERVIEW

The City of Buena Park (City) is seeking an engineering Consultant (Consultant) to prepare plans, specifications, and estimate (PS&E) for the Friendship Park Improvement Project. The Conceptual Plan was prepared by RJM Design Group, Inc. and was subsequently discussed in a study session with City Council in 2025. The City encourages Consultants to review this document completely, which is provided electronically with the RFP.

An engineering soils report and topographic survey file will be provided by the City once a Consultant has been chosen for this project. Upon review of soils report and/or topographic survey, if needed, the Consultant shall perform additional soils investigation and/or survey.

The project site is located on north of Malvern Avenue and east of Beach Boulevard, within multi-residential community, and neighbors the Gordon H. Beatty Middle School sharing east fence with the school (See Location Map). The park is approximately 7.9 acres and improvements includes, demolition, new parking lot, grading, asphalt pavement, new curb and gutter, widened concrete walkway, electrical, hardscape, fencing, shade structures, site furnishings, irrigation, landscaping, playground relocation, playground equipment, multicultural picnic shelter with gathering space, new half basketball court, two new pickleball courts, modernization of existing restroom, enclosed bid and small dog area, new exercise nodes, and new lighting with integrated security cameras.

This concept plan contains the basic park site elements; however, it is encouraged of the Consultant to build upon the concept plan, and possibly introduce other park elements to enhance end-user experience.

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.

QUALIFICATIONS

MINIMUM QUALIFICATIONS

- Valid California Professional Civil Engineer License or Licensed Landscape Architect;
- Valid City of Buena Park business license (if selected);
- Satisfactory completion of a minimum of three (3) park PS&E, and provide references;
- Understanding of Cameron Drive and Park's parking situation, surrounding land use, traffic circulation, and operational needs along with the Buena Park Unified School District;
- Ability to provide deliverables consistent with the latest City-adopted formats; 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 City 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 monthly
   - Meeting minutes for all design meetings

   B. Project Coordination

   Consultant shall coordinate major design 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. **Detailed Design**

   The Consultant shall provide all necessary professional services: landscaping, hardscape, irrigation, engineering, lighting, shade structures, electrical, play equipment, surveying, and office engineering for the preparation of the project plan, specifications and cost estimate (PS&E) for the project for the construction. The Consultant's design efforts shall include but not be limited to the following:

   a. Perform site visits as necessary. Perform due diligence research to complete the project. It will include but not be limited to, existing park features conditions, existing drainage condition, grading, traffic issues, coordination, engineering site visits as necessary, etc.

   b. Identify existing utilities on contract drawings. Pothole existing utilities potentially affected by proposed improvements.

   c. 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.

   d. The Consultant shall evaluate the topographic survey provided by the City, identify any low spots, if any, and implement a fix in their design. If needed, the Consultant shall perform the additional topographic survey by qualified survey crew at prevailing wage. The survey shall be from property line to property line.

   e. The Consultant shall review the soils report and work closely with the City to decide, if any, the type of soil improvement recommendation based on budget limitations. If needed, the Consultant shall perform additional geotechnical investigation.

f. Prepare 65%, 95%, and 100% Plans, Specifications and Estimate (PS&E) submittals to the City.

g. Review and incorporate all applicable comments from the City and all other Agencies Having Jurisdiction (AHJ), and make necessary changes.

h. Prepare contract drawings with sufficient details for construction in accordance with Caltrans, City Standards, SPPWC, MUTCD, and any other applicable regulations. Consultant shall identify all park features on contract drawings.

i. City will coordinate access to school property for survey or geotechnical purpose, if needed.

j. Obtain encroachment permit and plan approval from the City of Buena Park, and other agencies if necessary.

k. The plan set shall include but not limited to a Title Sheet, General Notes, Demolition Plan(s), Grading Plan(s), Yard Piping Plan(s), Horizontal Control Plan(s), Construction Plan(s), Structural Plan(s), Irrigation Plan(s), Hardscape/Landscape Plan(s), Electrical and Lighting Plan(s), and any other plans and/or details needed to complete the 100% bid set of Plans, Specifications and Estimate (PS&E). In addition, remove and replace all hardscape needed to comply with current City, State & Federal standards and regulations. All curb ramps and path-of-travel design shall be ADA compliant. As far as possible green building/sustainability goals shall apply.

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

m. Provide support services to City during construction phase including but not limited to responding to Requests for Information (RFI), review of submittals and shop drawings, review change orders from the Contractor, provide clarification of design intent when necessary, and prepare any plan revisions due to construction changes.

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

o. Prepare final set of as-builts plan incorporating any changes that occurred during construction.

Deliverables

- List of standard and non-standard design features
- 65% design drawings and estimate
- 95% design drawings, specifications and estimate
- 100% contract drawings, specifications and estimate (bid set) and all associated CAD files

3. Survey (If applicable)

When needed, 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, drive approaches, utility boxes, manholes, valves, power poles, fire hydrants, trees, signing and striping, along with any other visible features within the project limit. The survey shall include enough record survey control monuments to accurate map the 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 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 65 percent plans, specs and estimate (PS&E) submittal and allow two (2) weeks for City review. All comments shall be addressed prior to submitting the draft 95 percent PS&E submittal. Consultant shall allow an additional two (2) weeks for City review of the 95 percent submittal. Comments from the 95 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 — October 28, 2025
- PSA Execution — November 6, 2025
- Kick-off Meeting — November 12, 2025
- 65 Percent PS&E Submittal — February 2026
- 95 Percent PS&E Submittal — April 2026
- 100 Percent (Final) Contract PS&E (Bid Set) — May 2026

REGISTRATION:

All interested Consultants 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: 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 subconsultants 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. Subconsultants shall be directed and compensated by Consultant.

SUBMITTAL INFORMATION:

Proposals are due by **3:00 PM on September 25, 2025** to the RFP Administrator at the City of Buena Park Public Works counter. Postmarks will not be accepted.

RFP Administrator:
Hysun Lee, P.E., Assistant Engineer
City of Buena Park – Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621
T: (714) 562-3691
Email: hlee@buenapark.com

Four hard copies (3 bound, 1 unbound) and an electronic copy of the proposal shall be submitted. Please mark all submittals as "**FRIENDSHIP PARK IMPROVEMENT PROJECT – DESIGN**".

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. 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. All questions must be submitted (via PlanetBids) to the RFP Administrator by Monday, September 8, 2025 at 3:00 PM. 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 posted on PlanetBids 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 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.

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.

Subconsultant/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 subconsultant, 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 subconsultant(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 subconsultants or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Consultant's request to use subconsultants is at the sole discretion of the City.

ATTACHMENTS

- **Attachment A – Exhibits (Park Locations)**
- **Attachment B – Concept Plan**
- **Attachment C – Draft Professional Services Agreement (PSA)**

Attachment A

Exhibits (Park Locations)


Friendship Park
5290 Cameron Drive
Legend
Friendship Park
Gordon H. Beatty Middle School
Cameron Dr
Argyle Dr
Kerr Green
Beach Blvd
Alondra Blvd
Frances Cir
Granada Dr
Freeman Ln
Dallas St
Cogniazo Dr
Alejanto Dr
Sierra Mirada Blvd
Dodds Ave
Stage Rd
Coyote Creek
River Way
Falls Way
Malvern Ave
Cascade Way
Pacific Ave
Dr Sam Way
Ridgea Ave
Somerset St
Sunnybrook Ave
Fox Hills Ave
Clifton Way
Country Club Dr
Kenwood Ave
Burlingame Ave
Deepdale Ave
Brae Burn Pl
Barrett Cir
Lockhaven Dr
Travistuck Pl
Emerywood Dr
Oakmont Pl
Elsinore Ave
Montecito Ave
Links Rd
Google Earth
2000 ft
N

Attachment B

Concept Plan



NOTE:
FRIENDSHIP PARK DESIGN IS CONCEPTUAL LEVEL ONLY. PLAY EQUIPMENT COLOR, LOCATION, TYPE AND FINAL ORIENTATION, PLAY SURFACING COLOR AND PATTERN, AND SHADE STRUCTURE SHAPE AND COLOR TO BE CONFIRMED AFTER RECEIPT OF COMMUNITY INPUT AND FINAL TOPOGRAPHIC AND UTILITY SURVEY.

LEGEND

1. Expanded Parking Lot
2. 12′ Wide Walking Loop with Mile Markers
3. 4″ Mountable Curb
4. Concrete Maintenance Access
5. Existing Utility Well to Remain with Expanded Fence and Sliding Gate
6. Gate Access to Gordon H Beatty Middle School
7. Existing Restroom Building to be Modernized with Electric Access and Wall Murals
8. Existing Picnic Shelter to Remain with Improved Lighting & Updated Barbeques
9. Proposed Multicultural Picnic Shelter with Gathering Space and Boulder Seating
10. Pedestrian Light Standards with Integrated Security Cameras
11. Exercise Nodes
12. Dog Run with Small and Large Dog Play Equipment and Seating
13. Open Play
14. Shaded Inclusive Children's Playground
15. Sculptural Sundials
16. Sandblasted "Welcome" Walk Letters. Languages to be Confirmed with City Council
17. Drinking Fountain
18. Pedestrian bench with ADA Companion Space
19. Half Court Basketball Court with Lighting
20. Pickleball Courts with Noise Attenuation Fabric and Lighting
21. Painted Graphic at Crosswalk
22. Flowering Planter Area at Playground

LANDSCAPE LEGEND

- Turf to be repaired as necessary
- Planter Area
- Existing Tree to Remain
- Proposed Parking Lot/Shade Tree
- Proposed Accent Tree

HARDSCAPE LEGEND

- Concrete-Medium Broom Finish
- Decomposed Granite

PARKING LEGEND

Main Parking Lot Stalls: 28

Expanded Parking Lot Stalls: 50

Total Parking Stalls: 78

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RJM DESIGN GROUP

08/20/2025

0 40′ 80′ 160′

CONCEPTUAL SITE PLAN

FRIENDSHIP PARK

CITY OF BUENA PARK, CALIFORNIA



LEGEND

A. 12’ Wide Walking Loop with Mile Markers
B. Proposed Multicultural Picnic Shelter
C. Gathering Space with Pavers
D. Exercise Nodes
E. 2-5 Universal Play Equipment with Shade Sail
F. 5-12 Universal Play Equipment with Shade Sail
G. 14+ Trekfit Bamboo Climber with Shade Sail
H. 2 Bay Arc Swings
I. Sandblasted “Welcome” Walk Letters. Languages to be confirmed with City Council
J. Play Surfacing with Globe Motif
K. Covered Swinging Bench Seating
L. Drinking Fountain
M. Sculptural Sundials
N. Lodgepole Fence
O. Corten Cultural Screens
P. Half-court Basketball Court
Q. Flowering Planter Area
R. Boulder Seating at Gathering Space

LANDSCAPE LEGEND

Turf to be repaired as necessary

Planter Area

Existing Tree to Remain

Proposed Parking Lot/Shade Tree

Proposed Accent Tree

NOTE:
FRIENDSHIP PARK DESIGN IS CONCEPTUAL LEVEL ONLY. PLAY EQUIPMENT COLOR, LOCATION, TYPE AND FINAL ORIENTATION, PLAY SURFACING COLOR AND PATTERN, AND SHADE STRUCTURE SHAPE AND COLOR TO BE CONFIRMED AFTER RECEIPT OF COMMUNITY INPUT AND FINAL TOPOGRAPHIC AND UTILITY SURVEY.

RJM DESIGN GROUP

08/20/2025

0 15’ 30’ 60’

PLAYGROUND ENLARGEMENT

FRIENDSHIP PARK

CITY OF BUENA PARK, CALIFORNIA

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Attachment C

Draft Professional Services Agreement (PSA)

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 25-XX

DATE: _____

SERVICES: Friendship Park Improvement Project Plans, Specifications, and Estimate

PROJECT: Friendship Park Improvement 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 [X] (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)

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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, 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.

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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.

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.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.

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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

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)

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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Issued: Wednesday, September 10, 2025

CITY OF BUENA PARK

Department of Public Works

Addendum No. 1
FRIENDSHIP PARK IMPROVEMENT PROJECT
PLANS, SPECIFICATIONS AND ESTIMATE

Please note the following changes:

Scope of Services

2. Detailed Design

n. The City will file a Notice of Exemption with the County if the project is determined to be exempt from the California Environmental Quality Act (CEQA). If the project is not exempt from CEQA, the Consultant shall provide all necessary coordination and supporting documents such as the initial study, negative declaration, mitigated negative declaration, environmental impact report, public notice, file a notice of determination, and/or technical appendices.

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

I (We) the undersigned hereby acknowledge that I (We) have received Addendum No. 1 as issued on Wednesday, September 10, 2025, and that all changes, additions, deletions, clarifications and corrections specified herein have been incorporated into my proposal.

THIS ACKNOWLEDGMENT MUST BE SIGNED BY THE CONSULTANT AND RETURNED WITH THE PROPOSAL.

_____ _____

Date: Consultant/Title

City of Buena Park
Q & A for Project FRIENDSHIP PARK IMPROVEMENT PROJECT PLANS, SPECIFICATIONS AND ESTIMATE
Issued on 08/27/2025
Bid Due on September 25, 2025 4:31 PM (PDT)
Exported on 09/10/2025

Submitted By	Submit Date	Question	Answer	Release Date	Set	Status
RJM Design Group, Inc.	09/08/2025 9:56:06 AM	Per page 8 of the RFP PDF, under Submittal Information, the RFP states that "an electronic copy of the proposal shall be submitted". Does the City want the electronic copy emailed or uploaded to PlanetBids? Or both?	Please submit the electronic copy through email (DropBox or OneDrive), PlanetBids, or provide a flash drive. Preferred email or PlanetBids.	09/10/2025 4:24:18 PM	1.1	Released Via Addendum
RJM Design Group, Inc.	09/08/2025 9:55:49 AM	Per page 8 of the RFP PDF, under Proposal Format, Item F. Design Budget states that the Fee Proposal shall be submitted separately. How many printed copies of Fee Proposals are to be submitted?	Only one (1) Fee Proposal is necessary. Additional copies are optional.	09/10/2025 4:24:18 PM	1.2	Released Via Addendum
RJM Design Group, Inc.	09/08/2025 9:55:09 AM	Per page 7 of the RFP PDF, titled Instructions, under Proposal Format, the RFP states that "proposals are not to exceed (20) one-sided pages". Does this mean that no double-sided pages are allowed for hard copies of proposals?	Correct, no double-sided pages for the hard copies of proposals. Proposal copies with double-sided pages may have a point deduction.	09/10/2025 4:24:18 PM	1.3	Released Via Addendum
RJM Design Group, Inc.	09/08/2025 9:54:30 AM	Are contract modifications / exceptions to Attachment C: Draft PSA to be included in our proposal?	Yes, any modifications / exceptions to the PSA shall be submitted as part of the Consultant's proposal.	09/10/2025 4:24:18 PM	1.4	Released Via Addendum

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 25-30

DATE: October 29, 2025

SERVICES: Friendship Park Improvement Project Plans, Specifications, and Estimate

PROJECT: Friendship Park Improvement 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: **10/29/2025**

End Date: **12/31/2027**

Contract Value: $**306,920.00**

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 29, 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 29, 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 **$306,920.00** ("*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**	**RJM Design Group, Inc.** **a California corporation** **Name of Business**
Signature	Signature
Name: Aaron France	Name:
Title: City Manager	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 Friendship Park Improvement Project Plans, Specifications, & Estimate, 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 16 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 $306,920.00 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 25, 2025, behind this page]

Friendship Park Improvement Project
Plans, Specifications, & Estimate

City of Buena Park
September 25, 2025



Community Inspired Spaces
RJM DESIGN GROUP



Friendship Park | Buena Park
(RJM Project)

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Cover Letter

31591 Camino Capistrano
San Juan Capistrano, CA 92675
(949) 493-2600 phone
(949) 493-2690 fax
www.RJMdesigngroup.com website

Community Inspired Spaces

RJM DESIGN GROUP

September 25, 2025

Ms. Hysun Lee, P.E.
Assistant Engineer
Public Works Department
6650 Beach Blvd
Buena Park, CA 90621

Re: Friendship Park Improvement Project Plans, Specifications, and Estimate

Dear Ms. Lee:

RJM Design Group, an award-winning architectural firm known for designing some of California's most celebrated park improvements, is excited to present this proposal for professional services for Plans, Specifications, and Cost Estimate for Friendship Park in Buena Park. With local offices near the project site, and our previous experience working on the Friendship Park Conceptual Level Design, we are uniquely situated to deliver a plans, specifications, and cost estimate package honoring the original intent of the design, community input, and City requirements.

We are very excited for the opportunity to continue our partnership with the City on this unique project and are committed to assisting you in its implementation. Our scope of work for the successful completion of the Friendship Park Improvement project would include the creation of PSE packages at 65%, 95%, for review and approval by the city before the completion of a 100% PSE package for contractor bidding. Amenities included in the PSE packages include but are not limited to:

- Updated play equipment, play shade structures, and resilient surfacing
- A multicultural picnic shelter and community gathering space with "welcome" walk
- Additional parking and expanded pedestrian circulation
- Exercise opportunities such as a basketball half court, two pickleball courts, and an expanded walking path with dynamic exercise equipment nodes.
- A dog run separated into small and large dogs
- Bathroom improvements including fixture updates, security updates, partitions, and lighting upgrades.
- Additional seating opportunities
- Expanded connection to the adjacent Gordon H Beatty Middle School.
- Improved lighting and security throughout the park and Pavilion structures

Following the completion of the PSE package and City Plan Check Approvals, RJM intends to assist with project implementation from bidding all the way through construction to project opening to the public. Throughout our proposed activities, we anticipate close coordination with city staff. We anticipate that this close coordination and cooperative relationship on an ongoing basis will ensure the project's evolution and completion in the most thoughtful and efficient manner. Thank you so much for this opportunity to propose on this project.

Respectfully submitted,

RJM DESIGN GROUP, INC.

Zachary M. Mueting, LLA | Principal
(949) 493-2600 | zach@rjmdesigngroup.com

Scope of Work

PROJECT UNDERSTANDING

We have a thorough understanding of the Friendship Park Improvement Project, which aims to revitalize and enhance the existing park facilities to better serve the community. Having successfully completed the Friendship Park Preliminary Design and Community Outreach Project on time and under budget, we are uniquely positioned to facilitate a smooth and efficient transition from Conceptual Design and Community Outreach to a full Plans, Specifications, and Estimate package. With our previous direct experience with the Community and City Staff, we are confident we can provide a PSE package that expands on the approved conceptual plans and provides the City and Community with park updates that meet the needs and desires of the immediate neighborhood and city wide master plan.

PHASE 1 – CONSTRUCTION DOCUMENTATION

To commence the Construction Documentation phase of the Friendship Park PSE Project, RJM to host a kickoff meeting with City staff to formally finalize project understanding and requirements. Following the initial project kick off meeting, we will commence with the creation of an updated Field Survey and Construction Documentation PSE sets. At a minimum, the PSE set will consist of the following:

- Title Sheet
- General Notes
- Grading and Drainage Plans
- Horizontal Control Plans
- Landscape Construction Plans and Details
- Irrigation Plans and Details
- Structural Details
- Planting Plans and Details
- Electrical Plans and Details
- Technology Plans
- Restroom Improvement Plans and Details
- Cost Estimate
- Specifications in Greenbook Format

Further, our team has significant on site experience and familiarity with the traffic, pedestrian circulation, and school interaction and will take care in properly preparing plans and specifications to accommodate these issues.

To maintain a consistent schedule we propose to submit PSE plans at 65 %, 95 %, and 100 % with a submittal to plan check occurring with the 95 % set. We are anticipating a 2 week minimum City review period following the 65% and 95% submittals with specifications included in the 95% set. Following the return of plan check comments, RJM to pick up all remaining City Staff and Plan Check comments and return to plan check. Upon approval from plan check, RJM to compile the approved plans and details with the specifications and estimate into a 100% Bid set for public bid.

MEETINGS: *One (1) Kick-off Meeting with City Staff*
One (1) 65 % PSE virtual review meeting with City Staff
One (1) 95 % PSE virtual review meeting with City Staff

Scope of Work (continued)

DELIVERABLES: *Updated Field Survey*

Site Plan in AutoCAD

65 % Construction Documentation Drawings and Estimate

95 % Construction Documentation Drawings and Estimate

100 % Construction Drawings, Specifications and estimate and all associated CAD plans

PHASE 2 – 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. At the most we are anticipating a total of 40 RFIs and 40 submittals. During the course of construction, RJM to be available for site visits once/month to review construction and provide input. 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. RJM assumes a construction period of 12 months.

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 in charge. 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

civTEC
Civil Engineering
Tom Carcelli

Water Concern
Irrigation Design
Steve Hohl

FBA Engineering
Electrical Engineering
Bill Zavrsnick

Asulon
Architect
Erica Carvalho

Shimaji & Lascola
Structural Engineering
Jim Lascola

Design West
Site Security
Jarrett Mui

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
- Irby Park, Huntington Beach, CA
- Murdy Park, Huntington Beach, 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
- Whispering Hills Park, Lake Forest, CA
- Worthy Park Renovation, Huntington Beach, CA
- Yorba Linda Adventure Playground, Yorba Linda, 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)

Tom Carcelli
civTEC
Civil Engineer

Tom Carcelli has over 25 years of experience in the civil engineering field with particular emphasis on parks and recreation, commercial/industrial, education and public works projects. His extensive design and management experience in all phases of civil engineering for land development projects throughout Southern California includes grading, water quality, hydrology, hydraulics, storm drain, water/sewer, survey/mapping and street design. Tom has been in charge as a project manager on over 100 projects from master planning to construction with RJM Design Group over the past 20 years.

Education
- BS, Civil Engineering, University of California, Irvine, 1988
- Masters in Architecture, California State Polytechnic University, Pomona, 1994

Licenses
- Registered Civil Engineer/CA #81640
- Qualified SWPPP Developer (QSD) — C-81640

Parks
- Arbors Mini Park, Irvine, CA
- Bommer Canyon Community Park, Irvine, CA
- Boulder Pond Park, Rancho Mission Viejo, CA
- Carriage Crest Park, Carson, CA
- Central Park Master Plan, Rancho Cucamonga, CA
- City Park Master Plan, Corona, CA
- Conservation Park, Ontario, CA
- Cordova Park, Mission Viejo, CA
- Crucero Park, Mission Viejo, CA
- Dick Clark Dog Park, Burbank, CA
- El Dorado Park Universal Playground, Mission Viejo, CA
- Encinitas Community Park, Encinitas, CA
- Friendship Park, Buena Park, CA
- George Izay Park, Burbank, CA
- Grant Howald Park, Newport Beach, CA
- Hart Park, Irvine, CA
- Joe Balderrama Park, Oceanside, CA
- Los Serranos Park, Chino Hills, CA
- Murdy Park, Huntington Beach, CA
- Peace Park, Long Beach, CA
- Peter F. Schabarum Dog Park, Los Angeles, CA
- Portola Park, Lake Forest, CA
- Premier Park, Stanton, CA
- Veeh Ranch & San Remo Park Rehabilitation, Laguna Hills
- Veterans Memorial Park, Carlsbad, CA
- Yorba Linda Adventure Playground, Yorba Linda, 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 Engineer
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

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 Community Center, Chino Hills, CA
- Temecula Aquatic & Community Center, Temecula, CA
- The Whole Child Headquarters, Downey, CA
- West Pico Apartments, Los Angeles, CA

Project Team (continued)

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 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
- Alicia Architectural Walls, Mission Viejo, CA
- Arbors Mini Park, Lake Forest, CA
- Colonies at San Antonio, Upland, CA
- Foxfield Park, Westlake Village, CA
- Ladera IV Sterling Glen Fence & Wall, Ladera Ranch, CA
- Ladera IV Sterling Glen Models, Ladera Ranch, CA
- Mission Viejo Family Village, Mission Viejo, CA
- Oak Park Cemetery, Claremont, CA
- Olympiad Road Monument, Mission Viejo, CA
- Rancho Cucamonga Central Park MP Update, Rancho Cucamonga, CA
- Santa Maria Cemetery, Santa Maria, CA

Jarrett Mui
Director of Technology
Design West Engineering

Jarrett Mui is a Director of Technology I Edmonds office with a passion for crafting cutting-edge soluti seamlessly integrate with clients' values and future needs. His experience includes serving as a discipline design lead for technology projects, revising office standards to align with industry best practices, mentoring and training BIM professionals and engineers, and providing peer and code review support. In previous roles, he oversaw global security design programs for multiple global accounts, focusing on hyperscale data center security systems. Jarrett's commitment to design excellence, mentorship, and effective client communication has consistently contributed to the success of his projects. Jarrett is a licensed Professional Engineer in multiple states, as well as a Registered Communications Distribution Designer (RCDD) Certification, Certified Protection Professional (CPP), AVIXA Certified Technology Specialist (CTS), and certified CSI Construction Documents Technologist (CDT).

Education
- B.S. Electrical and Electronics Engineering, University of California, Santa Barbara

Registrations
- California PE #E22955
- Registered Communications Distribution Designer (RCDD)
- Certified Protection Professional (CPP)
- AVIXA Certified Technology Specialist (CTS)
- CSI Construction Documents Technologist (CDT)

Relevant Project Experience
- Behringer Park, La Mirada CA
- Downtown Dog Park, Cathedral City CA
- Eva Dell Park Renovations, Victorville CA
- Everett Parks Restrooms Renovations, Everett WA
- Ontario Sports Park, Ontario CA

Hours Matrix

City of Buena Park

Friendship Park PS&E

		LEAD CONSULTANT				SUB-CONSULTANTS					
Task Description		RJM Design Group				Civtec	FBA	Water Concern	Asulon	Design Tech	Shimaji Lascola
		Principal	Project Manager	Job Captain	Admin.	Civil Engineer	Electrical Engineer	Irrigation Design	Architecture	Technology	Structural Engineer
Hourly Rate		$220	$180	$165	$105	$235	$250	$150	$210	$270	$275
PHASE 1 - Project Familiarization and Construction Documents											
Task A	Attend Project Kick off meeting	2	2	0	0						
Task B	Update Field Survey	0	2	0	12	8					
Task C	Creation of 65% PS&E package and submit to the city	4	80	120	0						
Task D	Virtual Review meeting with city staff	2	2	0	0						
Task E	Creation of 95% PS&E package and submit to the city	0	80	120	0						
Task F	Creation of Specifications	2	12	0	0						
Task G	Coordination with Dry Utility Providers	1	2	2	0					16	
Task H	Virtual Review meeting with city staff	2	2	0	0						
Task I	Submit to plan check	0	2	0	0						
Task J	Respond to plan check comments / create 100% bid set	9	40	40	0	203	75	88	185	53	17
PHASE 2 - Bidding & Construction Administration											
Task A	Respond to bidding RFIs (Max 10)	4	20	10	0						
Task B	Respond to construction RFIs (Max 40)	0	40	30	0						
Task C	Respond to construction submittals (Max 40)	0	40	30	0						
Task D	Attend monthly site visits (assumed 12)	0	36	0	0						
Task E	Attend final punch walk / prepare final punch walk report	0	9	0	0	42	11	41			
Task F	Compile record drawings	0	20	10	0	5		9	25		
	COMBINED PHASE FEE TOTAL	26	389	362	12	257	86	139	210	69	17

The above hourly 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 IRVINE
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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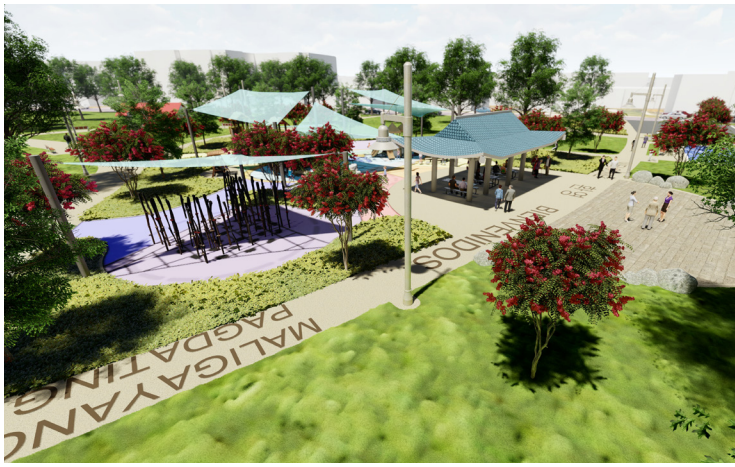
Jennifer Taylor
Senior Project Manager
RANCHO MISSION VIEJO
28811 Ortega Highway
San Juan Capistrano, CA 92693
(949) 240-3363 | Jtaylor@ranchomv.com
Years RJM has worked with contact: 9

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:	7.9 acres
Design Cost:	$92,475
Construction Cost:	N/A

Client Reference
Jim Box
Director of Community Services
City of Buena Park
(714) 562-3860 | jbox@buenapark.com

Project Summary

Friendship Park is a 7.9-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

References







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

References







Premier Park

Stanton, CA

Project Completed:	2024
Project Size:	0.9 acre
Design Cost:	$96,980
Construction Cost:	$1.2 M

Client Reference

Han Sol Yoo
Associate Engineer, Public Works Engineering
City of Stanton
(714) 890-4204 | hyoo@stantonca.gov

Project Summary

Premier Park, located at 8340 Briarwood Street in the City of Stanton, is a 0.90-acre neighborhood park that was in need of thoughtful renovations to better serve the community's recreational and aesthetic needs. The City of Stanton selected RJM Design Group to lead the redesign and renovation effort, guided by valuable input from residents and stakeholders gathered through a series of public outreach meetings.

The reimagined park features a tree house-themed playground that provides a unique and immersive play experience for children of all ages, complete with integrated shade structures and comfortable seating areas for parents and caregivers. The addition of dynamic outdoor fitness equipment encourages physical activity for adults and teens, while the newly installed half-court basketball area offers an additional outlet for recreation. To enhance connectivity and accessibility throughout the park, new concrete walking pathways were introduced, bordered by rustic split-rail fencing that complements the park's natural aesthetic. The landscape improvements include a water-efficient irrigation system, California Friendly and drought-tolerant plantings, and freshly sodded turf areas to create a lush and inviting green space. Security lighting was strategically installed to improve visibility and safety during evening hours.

Community Inspired Spaces
RJM DESIGN GROUP

References







Portola Park

Lake Forest, CA

Project Completed:	2020
Project Size:	6.34 acres
Design Cost:	$316,000
Construction Cost:	$4.9 M

Client Reference
Douglas Erdman
Assistant City Engineer
City of Lake Forest
(949) 282-5233 | derdman@lakeforestca.gov

Project Summary

Portola Park provides many passive and active amenities for visitors, as well as fantastic overviews of the nearby open space.

Portola Park contains three (3) pickleball courts, which are the first public pickleball courts in the City. A large playground offers varied play opportunities, with a climbing net, musical play elements, a large shaded play structure, and swings. Other active elements include one (1) outdoor sand volleyball court, several exercise stations, and an open turf area large enough to fit a U12 youth soccer field. The park also contains multiple shaded seating and gathering spaces, a restroom, drinking fountains, and a large picnic shelter. A perimeter walking trail winds throughout the park and connects with existing local trails. This trail system provides access throughout the region and includes hiking trail connections, such as to the nearby Whiting Ranch Wilderness Park.

The park also includes a new dog park accessible by a meandering walkway from the larger Portola Park. The dog park contains separate areas for large and small dogs. A third space is open during maintenance of the other two dog play areas. The dog park includes doggie drinking fountains and dog agility equipment. Shaded seating and DG walkways within and around the perimeter allow easy access for human users.

Community Inspired Spaces
RJM DESIGN GROUP







Boulder Pond Park

Rancho Mission Viejo, CA

Project Completed:	2025
Project Size:	10.6 acres
Design Cost:	$826,000
Construction Cost:	$7.1M

Client Reference

Jennifer Taylor
Senior Director Amenity and Landscape Design
City of Rancho Mission Viejo
(949) 240-3363 | jtaylor@ranchomv.com

Project Summary

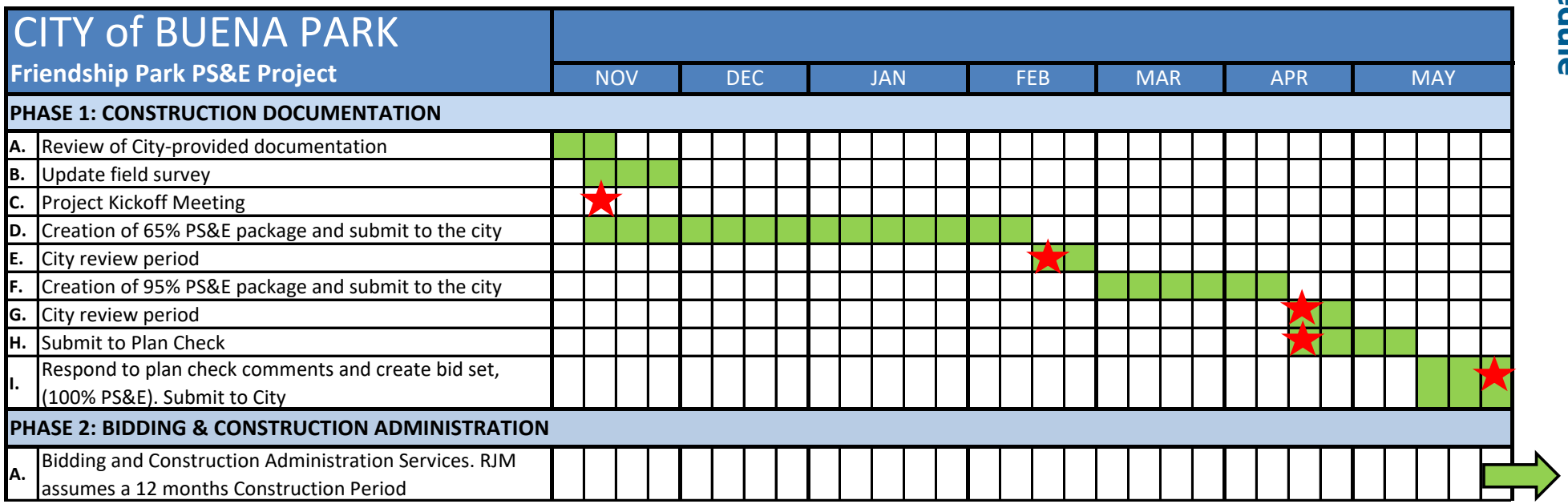
Boulder Pond Park, located within a newly developed residential community in Rancho Mission Viejo, serves as a key recreational hub for residents of all ages, including an age-qualified 55+ neighborhood and multi-generational homes. Positioned along a main corridor, the park was designed to enhance community connections while integrating seamlessly with the adjacent pool facility. The project incorporates hillside-stabilizing plants for erosion control, while walking paths foster connectivity between neighborhoods and amenities.

The park offers a mix of passive and active recreation, highlighted by a striking split-level pond with a cascading waterfall, two docks for relaxation and interaction with the water, and a fish habitat for ecological balance. A nature-themed playground features water-inspired rubber surfacing and custom play elements, while seating areas, shaded gathering spaces, and site furnishings enhance comfort and usability. Several heritage oak trees were transplanted from within the development, providing instant shade and maturity to the landscape. Sustainability and environmental responsibility were central to the design, with a planting palette emphasizing native and low-water-use species to meet fuel modification requirements and ensure long-term resilience. By blending natural beauty with functional, multi-generational recreation, Boulder Pond Park transforms a challenging site into a dynamic and welcoming community destination.

Community Inspired Spaces
RJM DESIGN GROUP

CITY of BUENA PARK

Friendship Park PS&E Project



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. Furthermore, 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 Friendship Park Improvement 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 4 - Article 10. INDEMNIFICATION AND HOLD HARMLESS., Section 10.3 Indemnification for Services. (lines 16-17):

... 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
San Juan Capistrano, CA 92675
rjm@rjmdesigngroup.com
www.RJMdesigngroup.com
[949] 493-2690 *fax*
[949] 493-2600 *phone*

EXHIBIT A-2

[Consultant's Design Budget dated September 25, 2025, behind this page]

Friendship Park Improvement Project
Plans, Specifications, & Estimate

City of Buena Park
September 25, 2025



Community Inspired Spaces
RJM DESIGN GROUP

Design Budget

City of Buena Park

Friendship Park PS&E

Task Description		LEAD CONSULTANT								SUB-CONSULTANTS						PHASE FEE TOTALS
		RJM Design Group								Civtec	FBA	Water Concern	Asulon	Design Tech	Shimaji Lascola	
		Principal		Project Manager		Designer/Job Captain		Admin.		Civil Engineer	Electrical Engineer	Irrigation Design	Architecture	Technology	Structural Engineer	
Hourly Rate		$220		$180		$165		$105								
		Hours	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Hours*	*Amount*	*Fees*	*Fees*	*Fees*	*Fees*	*Fees*	*Fees*	
PHASE 1 - Project Familiarization and Construction Documents																
Task A	Attend Project Kick off meeting	2	$440	2	$360	0	$0	0	$0							
Task B	Update Field Survey	0	$0	2	$360	0	$0	12	$1,260	$1,800						
Task C	Creation of 65% PS&E package and submit to the city	4	$880	80	$14,400	120	$19,800	0	$0							
Task D	Virtual Review meeting with city staff	2	$440	2	$360	0	$0	0	$0							
Task E	Creation of 95% PS&E package and submit to the city	0	$0	80	$14,400	120	$19,800	0	$0							
Task F	Creation of Specifications	2	$440	12	$2,160	0	$0	0	$0							
Task G	Coordination with Dry Utility Providers	1	$220	2	$360	2	$330	0	$0					$4,370		
Task H	Virtual Review meeting with city staff	2	$440	2	$360	0	$0	0	$0							
Task I	Submit to plan check	0	$0	2	$360	0	$0	0	$0							
Task J	Respond to plan check comments / create 100% bid set	9	$1,980	40	$7,200	40	$6,600	0	$0	$47,725	$18,774	$13,225	$38,790	$14,283	$4,600	
	PHASE 1 - SUBTOTALS	22	$4,840	224	$40,320	282	$46,530	12	$1,260	$49,525	$18,774	$13,225	$38,790	$18,653	$4,600	
	PHASE 1 - TOTAL FEES	$92,950								$143,567						$236,517
PHASE 2 - Bidding & Construction Administration																
Task A	Respond to bidding RFIs (Max 10)	4	$880	20	$3,600	10	$1,650	0	$0							
Task B	Respond to construction RFIs (Max 40)	0	$0	40	$7,200	30	$4,950	0	$0							
Task C	Respond to construction submittals (Max 40)	0	$0	40	$7,200	30	$4,950	0	$0							
Task D	Attend monthly site visits (assumed 12)	0	$0	36	$6,480	0	$0	0	$0							
Task E	Attend final punch walk / prepare final punch walk report	0	$0	9	$1,620	0	$0	0	$0	$9,775	$2,818	$6,210				
Task F	Compile record drawings	0	$0	20	$3,600	10	$1,650	0	$0	$1,150		$1,380	$5,290			
	PHASE 2 - SUBTOTALS	4	$880	165	$29,700	80	$13,200	0	$0	$10,925	$2,818	$7,590	$5,290	$0	$0	
	PHASE 2 - TOTAL FEES	$43,780								$26,623						$70,403
	COMBINED PHASE FEE TOTAL	$136,730								$60,450	$21,592	$20,815	$44,080	$18,653	$4,600	$306,920
FEE GRAND TOTAL		**$306,920**														

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 (continued)

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of the Friendship 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.

PHASE / FEE	
PHASE 1 — Project Familiarization & Construction Documents	$236,517
PHASE 2 — Bidding & Construction Administration	$70,403
Reimbursable Expenses	$10,000
TOTAL FEE*:	**$316,920**

**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

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)
- Hazardous Materials identification and disposal
- Inclusion of Leed or Sites Sustainability requirements
- Inclusion of a Noise Study

Design Budget (continued)

ASSUMPTIONS:

- TOPOGRAPHY: It is assumed that an AutoCAD compatible file of the existing topography is provided, suitable for design. Team can will provide a field survey of any critical joins and elevations
- IRRIGATION AS BUILTS: It is assumed that existing irrigation record drawings are to be provided by the city. The scope of work does not include the identification of existing irrigation without record drawings.
- 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.
- 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 other than that required by current NPDES regulations for LID/ Hydromodification.
- SWPPP: This proposal assumes that the area of disturbed land will be over 1.0 acre, thus subjecting the project to NPDES/NOI requirements. It is assumed that the contractor will prepare the SWPPP, hire a QSP, and assist the City with NPDES permitting. RJM's 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.
- SEWER: This proposal assumes the sewer connection is a private system connected to an existing sewer line onsite near its proposed location or within the public street along the project frontage. This proposal excludes an special studies, sewage lift stations, or off-site upsizing of the existing mainline
- WATER: Team to show the domestic meter with supply line to within 5'feet of the building and a fire connection to any new buildings as well as any new onsite fire hydrants, if required. Capacity/pressure studies and public water plans for relocations are excluded. Fire master plans can be included for an additional fee.
- 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
CIVTEC	
Principal	$235 per hour
Project Manager	$185 per hour
Project Engineer	$165 per hour
Project Surveyor	$185 per hour
Design Engineer	$135 per hour
Draftperson	$105 per hour
Project Assistant	$90 per hour
2-Person Survey Crew	$375 per hour
3-Person Survey Crew	$550 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
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

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
DESIGN WEST ENGINEERING	
Principal Engineering	$270 per hour
Director of Energy Services Engineering	$235 per hour
Energy Services Engineer	$185 per hour
Energy Services Designer	$145 per hour
Senior Engineering, Electrical	$235 per hour
Low Voltage Project Manager	$185 per hour
Low Voltage Designer	$145 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.

mmunity Inspired Spaces

RJM DESIGN GROUP

Community Inspired Spaces

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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 28, 2025
NEW BUSINESS
Item No. 5A.

City Council Agenda Report

PROFESSIONAL SERVICES AGREEMENT WITH BOA ARCHITECTURE FOR THE DESIGN SERVICES OF THE PEAK PARK POOL BUILDING RENOVATIONS 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 (PSA) in the amount of $236,000 with BOA Architecture for the design services for the Peak Park Pool Building Renovations 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

On August 12, 2025, staff presented the Peak Park Pool Building Feasibility Study to the City Council during Study Session. Following discussions, City Council directed staff to proceed with the design of a full renovation for the building facility.

DISCUSSION

Peak Park is located east of Knott Avenue and north of La Palma Avenue with the swim facility comprised of a 100-meter pool, concrete pool deck area, and an adjacent pool building that features locker rooms, administration rooms, pool equipment and mechanical/storage rooms.

The City is now initiating the design phase for the Peak Park Pool Building Renovations Project. The project will include redesigning the layout of the pool building, renovating the entire building interior, updating locker rooms with new features, adding several new exterior features, and other incidentals necessary to complete the project in its entirety.

On August 26, 2025, staff issued a Request for Proposals (RFP) to retain a consultant to provide professional design services for the project. Three (3) proposals were received on September 25, 2025, and were evaluated by staff.

Following the evaluation process, staff determined that BOA Architecture is the most qualified firm based on their understanding of the scope of work, project schedule, cost-effectiveness, and relevant experience. BOA Architecture has successfully delivered similar design projects to other agencies, such as projects in the cities of Bellflower and Commerce.

Staff recommends awarding the agreement with BOA Architecture in the amount of $236,000 for professional design services, including plans, specifications, cost estimates, and construction support. The design phase is scheduled to commence in December 2025 and is anticipated to be completed by May 2026. The construction phase of this project is anticipated to begin during Fiscal Year 2026-27.

The City Attorney has reviewed and approved the proposed agreement.

BUDGET IMPACT

This agreement is in the amount of $236,000 and will be funded by Peak Park Pool Building Improvement Account (32-9806-290164) for the design and construction of this project.

Attachments

Att 1 - RFP Design - Peak Park Pool Building Renovations.pdf
Att 2 - PSA - BOA Architecture.pdf

CITY OF BUENA PARK

COUNTY OF ORANGE
STATE OF CALIFORNIA

REQUEST FOR PROPOSAL (RFP)

PEAK PARK POOL BUILDING RENOVATIONS
PLANS, SPECIFICATIONS AND ESTIMATE

Proposal Due Date: September 25, 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 26, 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 Peak Park Pool Building Renovations Project. **A feasibility study of the City's desired renovation options is attached**. The City encourages Consultants to review this document completely.

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 Project** in accordance with California Labor Code, and wage compliance must be reflected in your proposal.

PROJECT BACKGROUND

The Project site is located in northwest Orange County and is about 20 miles southeast of downtown Los Angeles. The address of Peak Park is 7225 El Dorado Drive, Buena Park, CA 90620, located near the intersection of El Dorado Drive and Knott Avenue. The scope of work for this project shall include, but not be limited to, the interior renovation of locker rooms, lobby, staff room, restrooms, and pool equipment room. The scope does not include any changes to the pool/ deck area. **Please refer to the Feasibility Study prepared by BOA Architecture, Inc. attached to this RFP for more details on the scope of work.**

A non-mandatory pre-bid job walk is scheduled on September 10, 2025 at 10:00am for all interested consultants.

QUALIFICATIONS

MINIMUM QUALIFICATIONS

- Valid California Professional Civil Engineer or Architecture License;
- Satisfactory completion of a minimum of three (3) public pool building, aquatic center, community center, or similar PS&E within the last 5 years, and provide references;
- Understanding of the Peak Park Pool Building situation, surrounding land use, and operational 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, 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 complete the project. It will include but not be limited to, existing conditions, coordination, engineering site visits as necessary, etc.

    b. Review the attached Feasibility Study prepared by BOA Architecture, Inc. and incorporate concepts and recommendations to the PS&E.

    c. 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.

    d. Prepare a 30% preliminary design submittal to the City.

    e. Prepare 60%, 90%, and 100% Plans, Specifications and Estimate (PS&E) submittals to the City. The plans shall include but not be limited to, layout of the existing building, existing utilities (wet and dry), and existing condition. The plans shall also include proposed

demolition and improvements within the project limits and all other work items needed to complete the final PS&E.

f. The plan set shall include, but not be limited to the following:

   I. Title Sheet(s) – showing general notes, sheet index, contacts, legends, abbreviations, etc.

   II. Site Plan(s) – showing existing conditions of the pool building

   III. Demolition Plan(s) – showing the demolition required to meet accessibility compliance, renovate the locker rooms, renovate the staffroom/observation deck, improve entry ways, and upgrade the pool equipment room

   IV. Improvement Plan(s) – showing improvements required to meet accessibility compliance, renovate the locker rooms, renovate the staffroom/observation deck, improve entry ways, and upgrade the pool equipment room

   V. Mechanical Plan(s) – showing improvements to the pool equipment room that include but not be limited to: replacing the existing single pump with a dual pump system, expansion of the pump pit, new variable frequency drive, new water heaters, new sand filters, and pipe replacement. Mechanical scope must comply with California Building Code and current pool safety requirements.

   VI. Structural Plan(s) – showing details and calculations required to meet local regulations and safety codes.

   VII. Electrical and Lighting Plan(s) – showing design and details of electrical and light fixture types and locations. Client's electrical engineering consultant will be required to prepare and certify electrical documents including required wiring, sizing, connections, switching, and calculations to meet local regulations and safety codes.

   VIII. 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 City Standards, SPPWC, and any other applicable regulations. Consultant shall identify all Complete Street and Sustainable Street Design features on contract drawings.

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

j. Provide support services to City during construction phase including but not limited to responding to RFIs and submittals from the Contractor.

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

Deliverables

- List of standard and non-standard design features
- 30% preliminary design drawings
- 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

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 30 percent preliminary design submittal and allow two (2) weeks for City review. All comments shall be addressed prior to submitting the draft 60 percent PS&E submittal. 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 — October 2025
- 30 Percent Preliminary Design — January 2026
- 60 Percent PS&E Submittal — February 2026
- 90 Percent PS&E Submittal — March 2026
- 100 Percent (Final) Contract PS&E (Bid Set) — May 2026
- Award Construction Contract — June 2026
- Begin Construction — September 2026
- Complete Construction — April 2027

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 September 25, 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 "**PEAK PARK POOL BUILDING RENOVATIONS 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 plans, specifications, and estimates for relatable scope of work. 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 – Draft Professional Services Agreement

Attachment C – Peak Park Pool Building Renovations Feasibility Study

Attachment D – Peak Park Pool Building As-Builts (see PlanetBids)

Attachment A

Location Map

EXHIBIT A
LOCATION MAP

PEAK PARK POOL BUILDING

7225 EL DORADO DR, BUENA PARK, CA 90620



N

NOT TO SCALE

Attachment B

Draft Professional Services Agreement

EXHIBIT B

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

DATE: cvbcvbvb

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.

DRAFT

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.

DRAFT

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.

DRAFT

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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Attachment C

Feasibility Study Prepared by
BOA Architecture, Inc.

Peak Park Pool Building Renovations Feasibility Study:

Buena Park, California

July 15, 2025

Prepared and Submitted By:

BOA Architecture
Government Services

1511 Cota Ave.
Long Beach, CA 90813
boaarchitecture.com
(562) 912-7900

Contact:
Lok Ng, Architect, LEED AP
Lok.ng@boaarchitecture.com

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APPENDIX

APPENDIX A	POOL EQUIPMENT AND EQUIPMENT ROOM IMPROVEMENTS
APPENDIX B	COST ESTIMATES

A. PROPERTY INFORMATION AND EXISITING INFORMATION

The Peak Park Pool Building was originally designed by the architect Richard Neutra in 1961. Located adjacent to a residential neighborhood, the building is a 5,100 SF building with the main entrance off El Dorado Drive. The building has slump stone exterior walls with a flat roof with a concrete barrel tile mansard skirt roof around it and wood framed interior walls. Inside the building, the public enters through the south main entrance and must go through a locker room on either side of the lobby to enter the pool deck. The Men's locker room has direct access to the large storage room and pool equipment room that is just west of the locker room. Each of the men's and women's locker rooms have community showers, toilet facilities, changing areas, and lavatories. The showers and dressing rooms, and restrooms do not meet current building codes for privacy and ADA accessibility compliance. There is a viewing area for the staff directly north of the lobby. The staff areas are not ADA compliant.

EXISTING CONDITIONS



Existing main entrance to the pool building



Existing poolside entrance



Existing lobby interior



Existing non-ADA compliant restroom



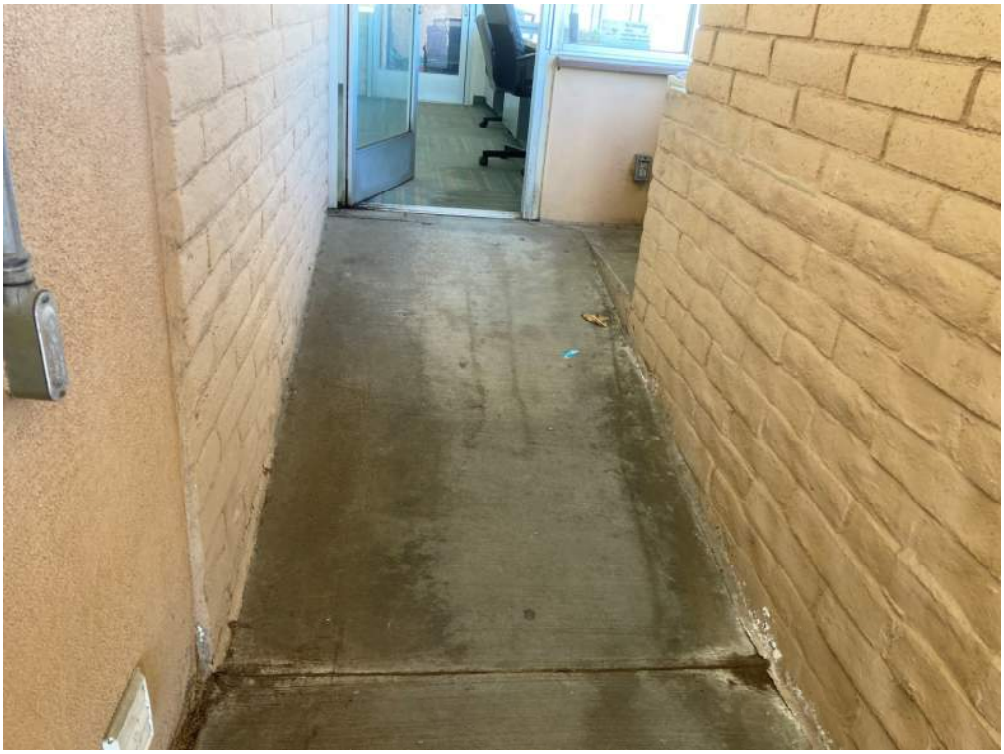
Existing community showers



Existing men’s locker room



Existing women’s locker room



Existing non-ADA compliant ramp



Existing staff observation room

B. SCOPE AND OBJECTIVE

BOA Architecture was commissioned in April 2025 by the City of Buena Park with the purpose of developing a Feasibility Study to renovate the Peak Park Pool Building . BOA is contracted directly with the city of Buena Park and our scope on this project includes the following services:

1. Meet with the city to review and refine the work program and identify critical milestones. After the kick-off meeting, we will measure the pool building to confirm the as-built drawings.
2. Conduct periodic meetings with the city to discuss progress.
3. Provide 3 different floor plan options for the client to choose 1 option to further develop.
4. Evaluate the need for demolition and renovations to ensure compliance with current building codes and ADA standards.
5. Provide 2 options for the pool equipment room upgrades that will include replacing the existing single pump with a dual pump system, expansion of the pump pit, installing a new variable frequency drive, new water heaters, new sand filters, and replacing pipe network.
6. Provide 3 cost estimates with one being replacement of the entire pool building, and the other 2 being building renovation options.
7. Provide 3-D colored renderings for the renovation options.

C. CODES

For the purpose of this report, the facility compliance with current codes will be examined. The current codes that apply are:

- California Building Code
- California Plumbing Code
- California Electric Code
- California Fire Code
- California Mechanical Code

D. EXECUTIVE SUMMARY

The Renovation Plan for the Buena Park Peak Park Pool Building would includes a modernized, ADA-compliant facility, upgraded pool mechanical and plumbing systems, new shade cabanas, poolside locker, and outdoor showers.

INTERIOR IMPROVEMENTS

Renovation of the entire interior of the existing pool building will need to be carried out to make the building ADA compliant and to improve the function of the building. The interior improvements include a new modern and welcoming lobby, along with new direct public access to the pool without requiring the public to pass through a locker room. Pool entrances from both locker rooms will remain for convenience. We will create modern interior spaces for the public and staff. We propose to gut the entire interior to improve the men's and women's locker rooms with new private showers, private dressing stalls, and restrooms with modern conveniences.

Additional desired interior improvements include providing a new family restroom near the main lobby for the public that will allow parents to change clothes with young swimmers. Along with renovating the locker rooms to be ADA compliant, provide privacy, and we will keep a modern ambience throughout the building. The entry lobby will be refreshed with a new ADA compliant reception counter with colors and materials that recalls a swimming facility. Also, on the ceiling of the lobby, we propose a "wavy cloud" to give the impression that you're already in the swimming pool.

The city also requested a dedicated staff break room overlooking the pool deck, which will double as a training space when needed. An adjacent office for the pool manager is provided to have direct access to the break room for staff. Along with this the staff will have men's and women's staff locker rooms, staff restrooms, and even clothes dryers for the lifeguard staff to dry their swimwear.

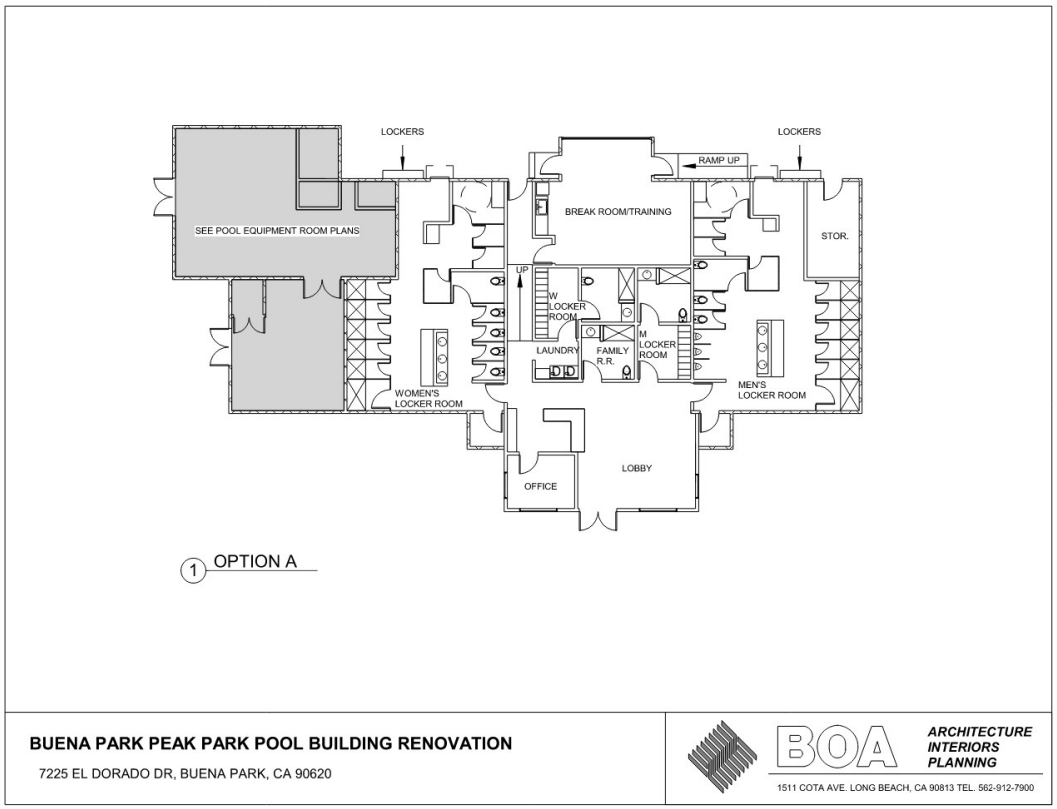
EXTERIOR IMPROVEMENTS

The exterior improvements include an option to demolish the current roof to bring the look of the original Richard Neutra, Architect, designed building back

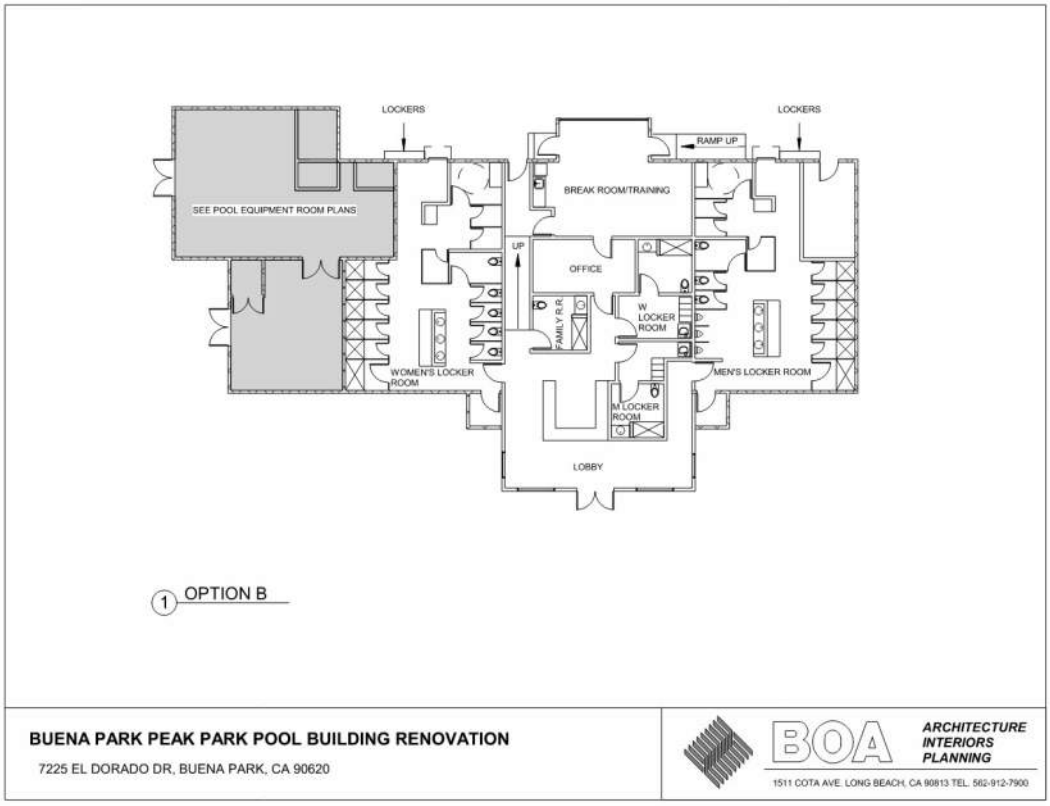
(see rendering option 2). A new ramp for the public to have direct access to the pool deck along with a new set of stairs from the breakroom to the pool deck is proposed. New shade canopies are proposed to create additional shade for the pool deck area. Outdoor showers will be added to the exterior walls of the building, to allow the swimmers to rinse off before leaving the pool. There will also be lockers added to provide the swimmers with a place to store their belongings near the pool. We also propose to paint the entire building with a color scheme that evokes a “fun” and “exciting” place to be at and one that feels like a swimming facility. From the exterior rendering, we propose to paint the exterior a rolling “wave” pattern with blue, green, white, and light grey colors.

FLOOR PLAN

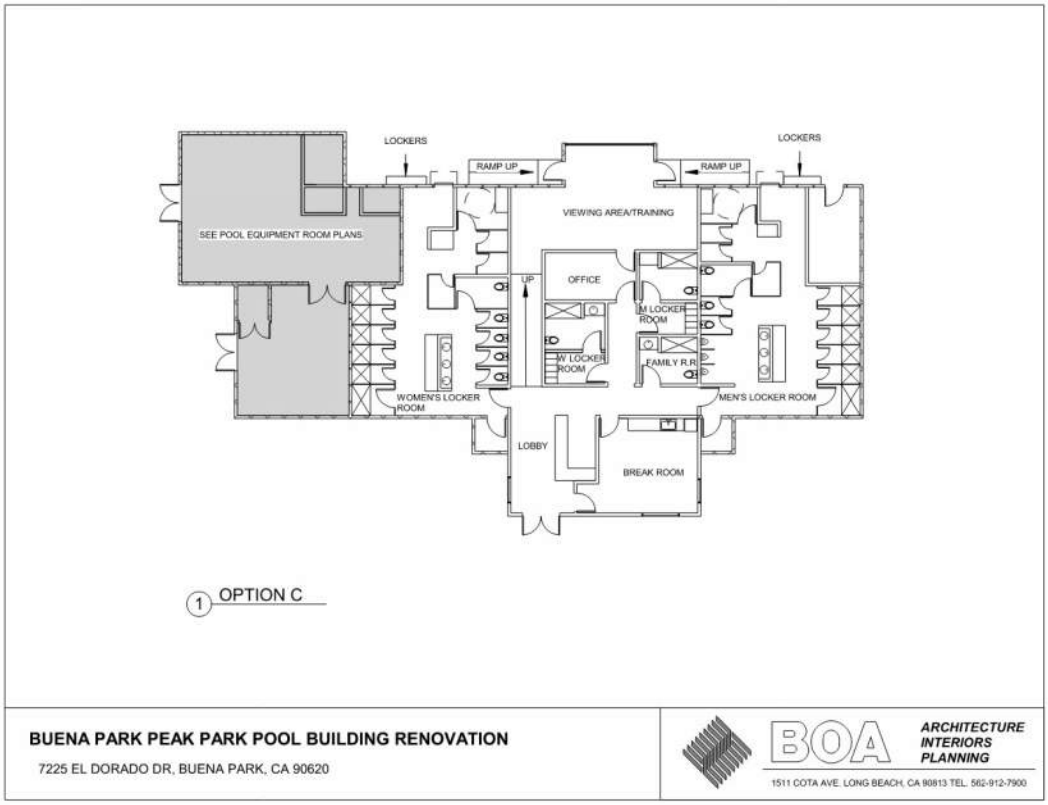
Early in the design process, BOA provided 3 different floor plan options from which the client can offer comments and choose the one that best fits their needs (see the 3 optional floor plans below). All the options offer new men’s/women’s locker rooms and direct access for the public from the lobby to the pool deck.



Option A offers a big lobby and the manager's office is located adjacent to the lobby, with the breakroom overlooking the pool. The drawback is this option is that the staff areas are scattered and are not adjacent to each other



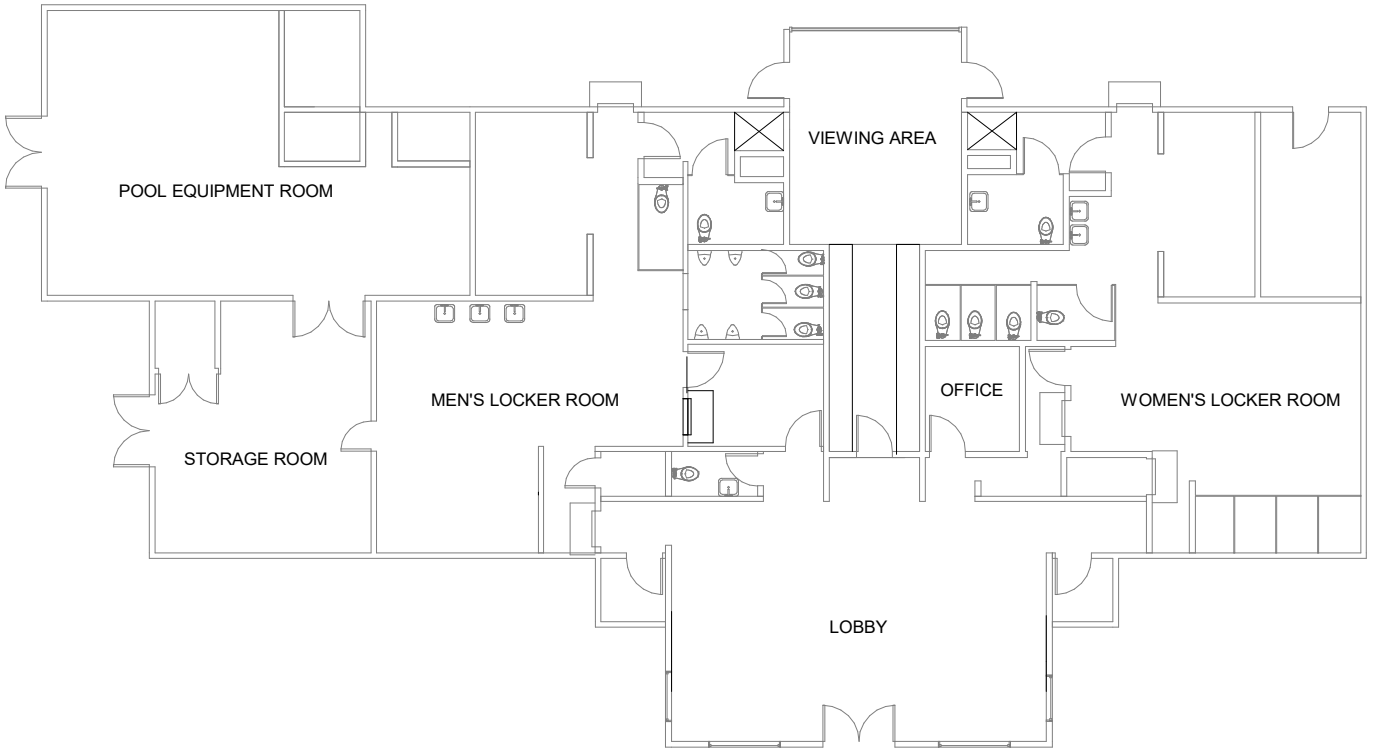
Option B has a smaller lobby than Option A. A desired functionality about this option is that the staff functions of the reception desk, staff locker rooms, office and breakroom are all directly accessible to each other. Having a big lobby was not important to the client/users and was not needed for their operations.



Option C has the smallest lobby, and proposes an added space for public interior viewing. However, the staff functions of reception desk, staff locker rooms, office, and breakroom do not have direct connections to each other. Most importantly the client /use want the breakroom and office to overlook the pool. Additionally, an interior viewing area was not needed.

STAFF'S RECOMMENDATION/PREFERENCE

The client/users decided that Option B best fits their functional needs. They wanted the breakroom and office to overlook the pool to supervise the pool and deck operations. They wanted to be able to walk directly from the reception desk to the office, lockers and breakroom without encountering the public. The client/user wanted the access hallway between the lobby and pool deck to be much wider close to 8'-9' wide. In order to make the hallway wider and more inviting, the men's/women's can be made smaller with less toilet fixtures and less dressing rooms. See the updated proposed floor plan renovation to the pool building.



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1 AS BUILTS
1/16" = 1'-0"

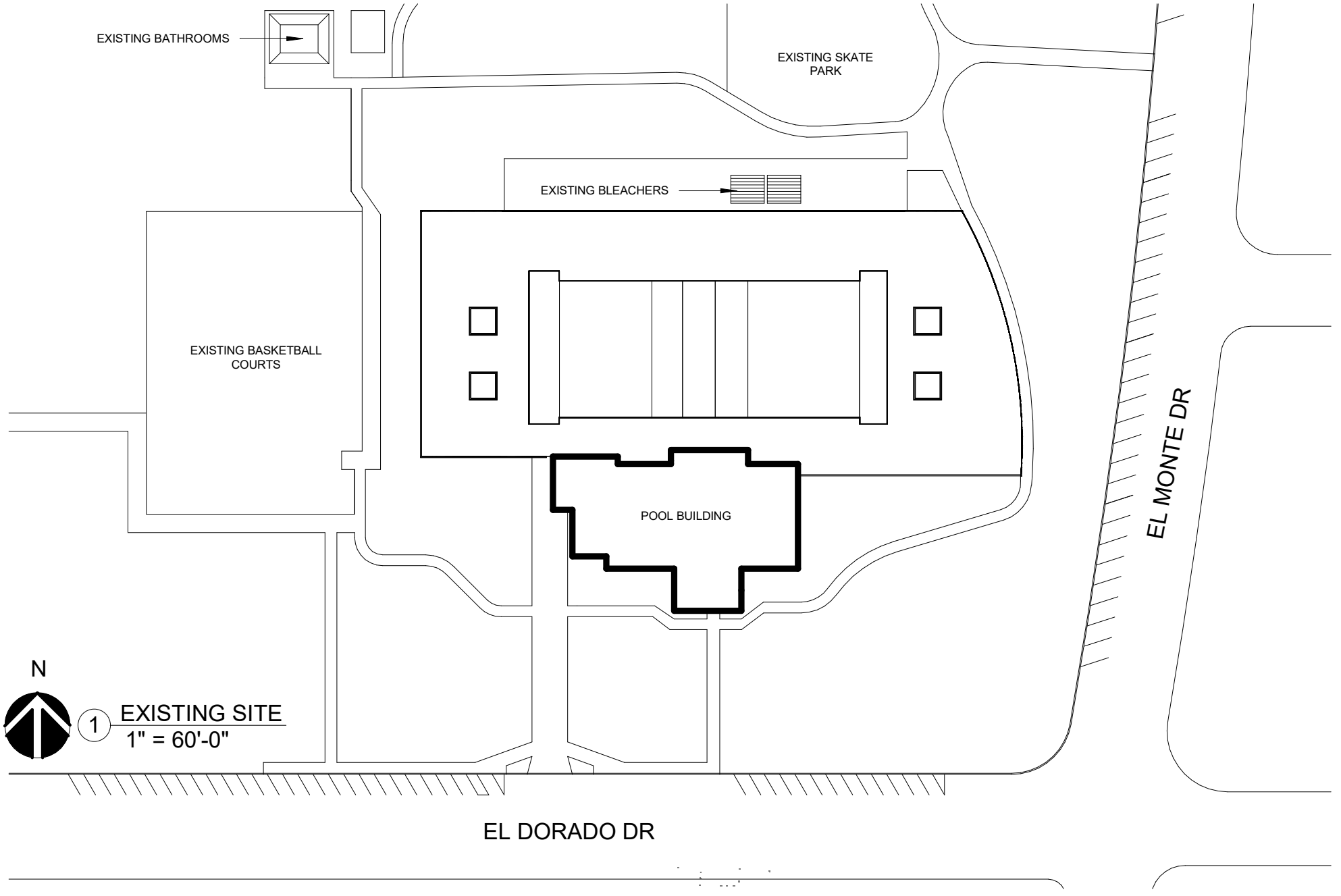
BUENA PARK PEAK PARK POOL BUILDING RENOVATION

7225 EL DORADO DR, BUENA PARK, CA 90620

DATE: 7.1.25

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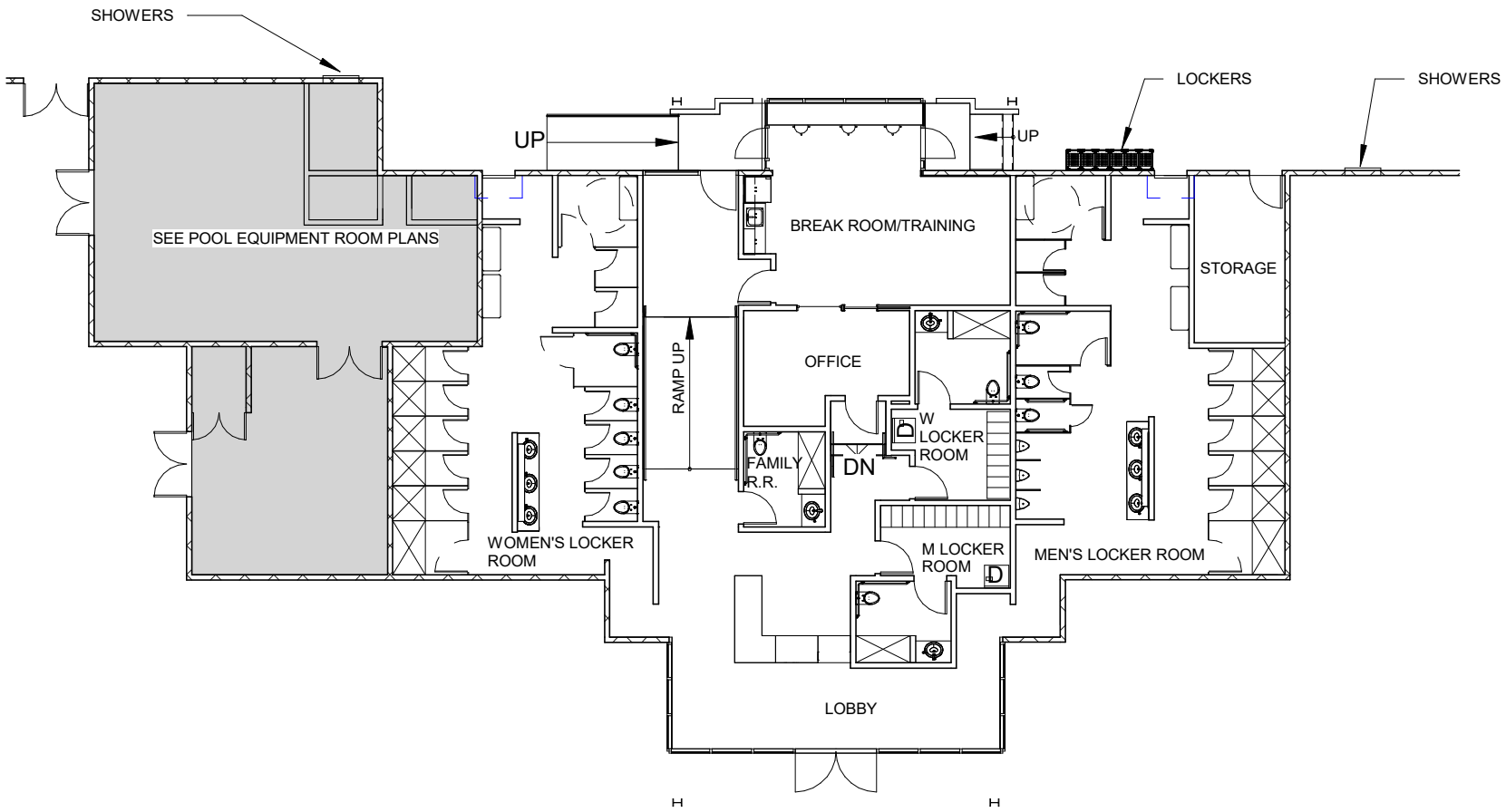
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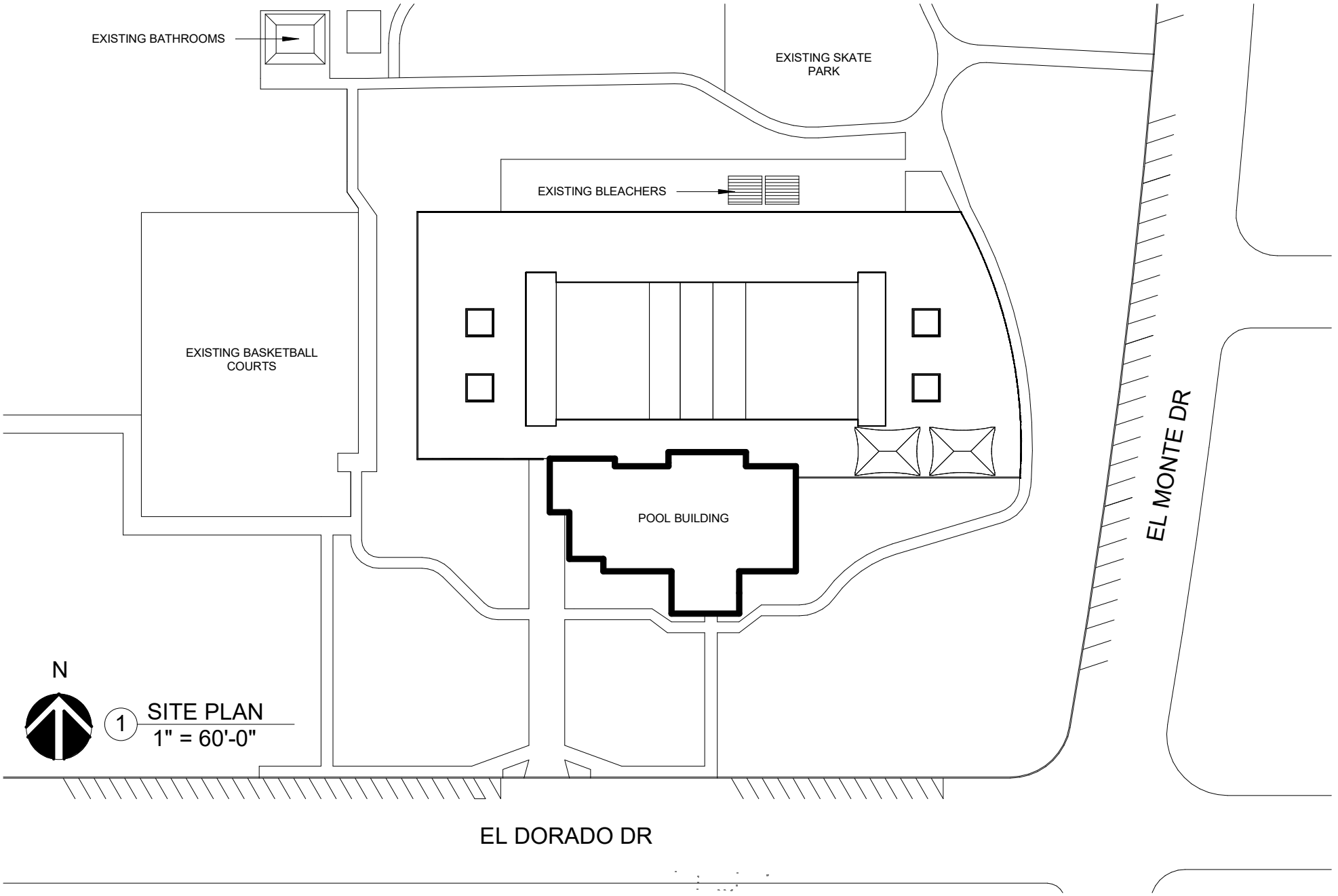
1 RENOVATION FLOOR PLAN
1/16" = 1'-0"

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1 SITE PLAN
1" = 60'-0"

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RENDERING VIEW: LOBBY



THE PROPOSED LOBBY AND INTERIOR ENTRY TO THE POOL DECK IS MODERN AND INVITING SPACE WITH A WAVE-LIKE CEILING THAT HAS A WATER-INSPIRED FEEL. THE RECEPTION DESK ADDS VISUAL INTEREST WITH A MERMAID FEEL PATTERN THAT TIES INTO THE OVERALL THEME OF THE BUILDING. THE COLOR PALETTE IS PRIMARILY BLUES AND GRAYS THAT REINFORCES THE AQUATIC FUNCTION OF THE BUILDING.

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RENDERING VIEW: LOCKER ROOM



THE PROPOSED WOMEN'S (AND MEN'S)LOCKER ROOM HAS A CLEAN AND MODERN DESIGN WITH DURABLE FINISHES. THE COLOR SCHEME INCLUDES BLUES AND GRAYS THAT CREATES AN AQUATIC AMBIANCE AND TIES INTO THE OVERALL FUNCTION OF THE BUILDING. TO THE LEFT ARE THE NEW PRIVATE SHOWER STALLS AND TO THE RIGHT ARE THE NEW TOILET STALLS.

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RENDERING VIEW: BREAKROOM



THE NEXT TWO RENDERINGS SHOW THE PROPOSED STAFF BREAK ROOM DESIGN OFFERS A WELCOMING, FLEXIBLE, AND FUNCTIONAL SPACE. THE NEW MANAGER'S OFFICE TO THE LEFT HAS AN INTERIOR WINDOW AND DOOR GOING DIRECTLY INTO THE BREAK ROOM AND POOL DECK PROVIDES VISIBILITY INTO THE BREAK ROOM WHILE MAINTAINING SEPARATION AND PRIVACY FOR THE OFFICE. THE BREAK ROOM ALSO HAS LARGE WINDOWS OFFERING UNOBSTRUCTED VIEWS OF THE POOL DECK ALLOWING THE STAFF TO OBSERVE THE POOL DECK DURING BREAKS.

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RENDERING VIEW: BREAKROOM



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RENDERING VIEW: EXTERIOR OPTION 1 - EXISTING ROOF



IN THE NEXT FOUR RENDERINGS THE PROPOSED EXTERIOR DESIGN FEATURES A WAVE-INSPIRED PAINTED PATTERN BLENDED BLUES, GREENS, AND GRAYS THAT MAKES THE SWIMMING FACILITY FEEL EXCITING. THE EXTERIOR INCLUDES NEW SELF SERVE LOCKERS AND SHOWERS TO ENHANCE THE SWIMMERS EXPERIENCE . NEW SHADE STRUCTURES ARE PROVIDED TO ALLOW FOR MORE SHADE ON THE POOL DECK. OPTION 1 FOR THE BUILDING EXTERIOR DESIGN KEEPS THE EXISTING SPANISH TILE ROOF.

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RENDERING VIEW: EXTERIOR OPTION 1



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RENDERING VIEW: EXTERIOR OPTION 1



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RENDERING VIEW: EXTERIOR OPTION 1



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RENDERING VIEW: EXTERIOR OPTION 2



IN THE NEXT 4 RENDERINGS THE PROPOSED EXTERIOR DESIGN OPTION 2 HAS THE SAME WAVE INSPIRED PAINT, LOCKERS, SHOWERS, AND SHADE STRUCTURE. BUT THIS OPTION PROPOSES TO DEMOLISH THE CURRENT SPANISH RED TILE ROOF TO RESTORE THE ORIGINAL RENOWN RICHARD NEUTRA, ARCHITECT, DESIGNED BUILDING. IT ALSO PROPOSES NEW WINDOWS IN THE BREAK ROOM TO ALLOW BETTER VIEWS TO THE POOL AND POOL DECK FOR THE STAFF LIFEGUARDS. THIS OPTION PROPOSES RESTORING THE MID CENTURY ARCHITECTURAL GEM. WE HAVE ATTACHED ORIGINAL BUILDING PHOTOS FOR YOUR REFERENCE SEE PAGE 28.

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RENDERING VIEW: EXTERIOR OPTION 2



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RENDERING VIEW: EXTERIOR OPTION 2



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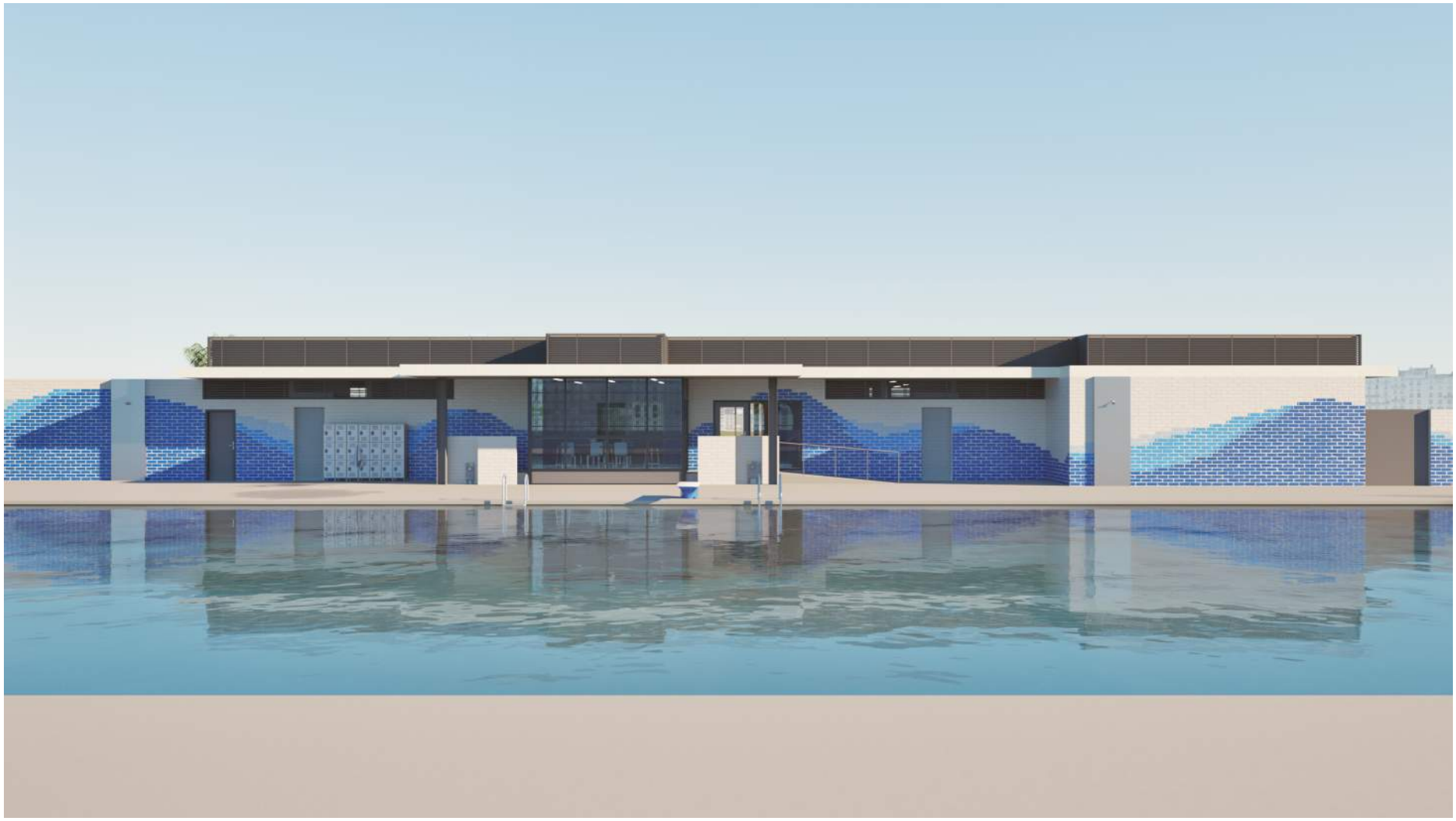
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RENDERING VIEW: EXTERIOR OPTION 2



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RENDERING VIEW: EXTERIOR OPTION 2



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ORIGINAL BUILDING PHOTOS





BUENA PARK PEAK PARK POOL BUILDING RENOVATION

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COST ESTIMATES

We explored 3 distinctively different cost options for the improvement to the Peak Park pool building. From least expensive to most expensive. These 3 cost options are attached in Appendix B.

Cost Option #1- Simple Renovation ($2.9 Million). The minimum required renovation is to renovate the public men's and women's locker rooms for ADA Compliance and for privacy. This means that the existing men's and women's locker rooms will be entirely gutted to make way for new private showers, private dressing rooms, and toilet stalls. The staff areas breakroom, office, staff locker rooms/restrooms, and lobby will be left untouched for now and can be renovated in the future as funds become available. Additionally, because the pool equipment is original and at the end of life , and about 50 years old. The pool equipment is recommended to be replaced per the Jones & Madhavan Report. There will not be any exterior improvements in this option.

Cost Option #2- Major Renovation ($4.3 Million). This option proposes renovating the entire interior of the pool building, providing new pool equipment, and exterior amenities of exterior showers, lockers, ramp/stairs, and new shade structures.

Cost Option #3- New Pool Building ($8 million). Instead of building renovation, this option proposes demolishing the entire building of approximately the same size. The advantage of a new building is that it can be designed to look up-to-date, and very modern, and would last 40 to 50 years without too much maintenance. The downside is that this option is very expensive.

The Client/Users chose to proceed with cost option #2 which is to do a major renovation. Since the structural system and CMU walls are in good shape and that the electrical system will essentially be new. We feel that this building renovation will allow the building to last another 40 years. This option is also about half as much as a brand-new pool building.

If the City decides to proceed with replacing the existing Spanish tile roof, to store the building's original mid-century design and replacing the existing windows with new floor to ceiling windows to provide an enhanced view of the pool and pool deck, these improvements will add additional cost of approximately $220,000 to the option selected.

POOL EQUIPMENT

BOA retained Jones & Madhavan, a consulting firm with expertise in the design and operations of the pool, pool equipment, and pool equipment room. Their report with recommendations is attached as Appendix A.

APPENDIX A

City of Buena Park

Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621

Peak Park Pool Equipment Feasibility Study

Prepared by
Jones & Madhavan
100 East Thousand Oaks Boulevard, Suite 211
Thousand Oaks, CA 91360

April 10, 2025

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Equipment Room Plan – Option 2	
Heater – Option 3	
Equipment Cut Sheets	

INTRODUCTION

This report presents Jones & Madhavan's assessment and recommendations for renovation of the pool mechanical equipment. The purpose of the analysis is to assess the feasibility of renovating the aging equipment to increase useful life, ensure current code compliance, and address the City of Buena Park's (City) operation and maintenance issues.

The aquatic facility was originally constructed in 1960 and includes a 50-meter swimming pool and bathhouse building with mechanical equipment rooms. The facility has been renovated several times including a chemical/storage room addition in 1978 and mechanical equipment and piping replacement in 2000.

Information for this analysis was gathered from on-site examination of the facility on March 19, 2025. City Staff provided information regarding equipment operation, maintenance, and repair history. As-built construction and renovation drawings were also reviewed.



The primary components of the aquatic facility include:

Swimming Pool – The pool is 164 feet long by 65 feet wide with depths ranging from 3.5 feet at each end to 12 feet in the center. The pool volume is 447,000 gallons and mechanical equipment is sized for a 6-hour turnover rate of 1,250 gallons per minute.

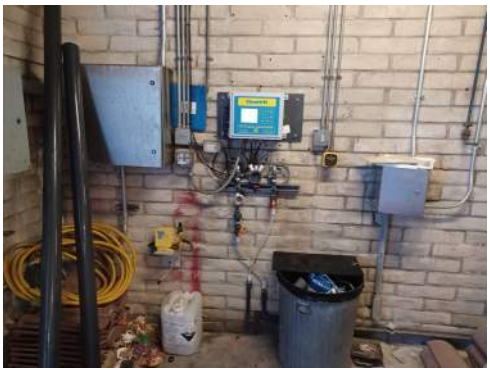
The pool was renovated in 2024 to replace the plaster finish and concrete deck.

Equipment Room – The mechanical equipment room is located at the west end of the building with the chemical/storage room adjacent on the south. The surge chamber, pump pit, and backwash pit are inside the room. Equipment includes a 25 hp vertically mounted circulation pump with a variable frequency drive (VFD), high-rate sand filter system with three horizontal tanks and 81 square foot filter area, two 1,530,000 BTU natural gas heaters, chemical controller, chemical feed pumps, and liquid chlorine and acid storage tanks.













ANALYSIS

Pool mechanical system components were analyzed to establish their existing condition, estimate remaining useful life, and evaluate with respect to the facility's long-term operation. Applicable California Building and Health Codes relating swimming pool design standards and chemical storage requirements were also reviewed.

City operation and maintenance concerns include lack of adequate space for access to the pump and heaters in the crowded equipment room, access and safety issues related to chemical delivery to tanks through the storage room, and increased maintenance requirements for aging equipment, electrical controls, piping and valves. The City would like to incorporate a dual circulation pump system to eliminate pool closure problems that have occurred with pump breakdowns.

FILTER SYSTEM

Condition The Stark SS3-96 high-rate sand filter system is 25 years old and at the end of its useful life. Some diaphragm valves have been replaced and sand media was recently replaced after sand leaked into the pool through cracked gaskets on the internal piping. The influent pressure gauge is malfunctioning, the automatic backwash controller is not used and the procedure is manually controlled.

Options

1. Replace filters with a four tank 80 square foot high-rate sand system, which will increase available space behind the tanks by 24 inches. The filter effluent piping should be routed around the pump pit to allow for overhead maintenance access.

Cost:	Sand Filter System	$176,000
	Plumbing and Valves	19,000
	Construction Total	**$195,000**
	Owners Contingency - 10%	19,500
	Soft Cost - 25% (A&E, PC, T&I)	48,750
	Budget Estimate	**$263,250**

2. Replace filters with a regenerative media single tank filter system. This option has the smallest footprint and will free up additional

space in the room. These filters use perlite media and provide finer filtration down to 1 micron, compared to 10-15 microns for sand, improving water quality. The filter will also save water and only use 10% of that required for backwashing sand filters.

Cost:	Regenerative Media Filter	$222,500
	Plumbing and Valves	32,500
	Construction Total	**$255,000**
	Owners Contingency - 10%	25,500
	Soft Cost - 25% (A&E, PC, T&I)	63,750
	Budget Estimate	**$344,250**

CIRCULATION SYSTEM

Condition

The circulation pump has been serviced and maintained in working order since original installation. The filter effluent and backwash piping run above the pump making it difficult to remove for service. The pump's VFD is intended to control the pump speed an maintain the required 1,250 gpm flow rate for energy savings, however the VFD has not been used in this capacity for several years.





Options

1. To achieve the City's objective for a dual pump system, the pump pit should be enlarged and two 25 hp horizontally mounted pumps installed with necessary valves for isolation. Horizontal pumps are easier to service in place than vertical pumps. Also, plastic pumps designed for the commercial pool market are available and less susceptible to chemical corrosion. The VFD and flow sensor would be replaced and programmed to operate with the new equipment.

With a proper pump and overhead piping layout, a davit crane can be installed adjacent to the pit to ease pump installation and removal. New ladders and guardrails would be installed with removable sections at the crane.

Cost:	Pump Pit Modifications	$31,000
	Pumps and Strainer	46,000
	Piping and Valves	34,000
	Variable Frequency Drive	30,000
	Davit Crane	6,000
	Construction Total	**$147,000**
	Owners Contingency - 10%	14,700
	Soft Cost - 25% (A&E, PC, T&I)	36,750
	Budget Estimate	**$198,450**

2. Same as Option 1 with alternate pit layout which provides additional space at floor level for pump removal.

HEATING SYSTEM

Condition The Raypak 1532B heaters appear to be about 10 years old and in reasonable condition. The heaters are horizontal style with 85% efficiency and don't have the manufacturer's minimum recommended 24 inch service clearance at each end. Some of Raypak's latest heaters are vertical style with smaller footprints that will provide better service clearances.



Options

1. Replace the heaters with 97% efficiency vertical heaters and install with the required manufacturer's clearances. This type heater will reduce natural gas costs.

Cost:	Heaters and Vents	$183,000
	Plumbing and Valves	10,000
	Construction Total	**$193,000**
	Owners Contingency - 10%	19,300
	Soft Cost - 25% (A&E, PC, T&I)	48,250
	Budget Estimate	**$260,550**

2. Replace the heaters with 96% efficiency vertical indirect heaters and install with the required manufacturer's clearances. This type heater includes a secondary heat exchanger, so the chemically treated pool water never enters the heater. This will extend heater life and eliminate the common problem of heat exchanger corrosion. Fiberglass grating would be installed at the backwash pit and end of the pump pit to provide the required service clearance.

Cost:	Heaters and Vents	$296,000
	Plumbing and Valves	18,000
	Grating	7,000
	Construction Total	**$321,000**
	Owners Contingency - 10%	32,100
	Soft Cost - 25% (A&E, PC, T&I)	80,250
	Budget Estimate	**$433,350**

3. A third option if cost is the priority, would be to replace the heaters with 83% efficiency vertical heaters which have the smallest footprint.

Cost:	Heaters and Vents	$138,000
	Plumbing and Valves	7,000
	Construction Total	**$145,000**
	Owners Contingency - 10%	14,500
	Soft Cost - 25% (A&E, PC, T&I)	36,250
	Budget Estimate	**$195,750**

CHEMICAL SYSTEM

Condition

The Chemtrol PC3000 chemical controller appears to be less than 10 years old and in good condition. Chemical tank location inside the storage room causes access issues for delivery and exposes stored items to corrosion. Chemical feed pumps are a combination of various aged diaphragm and peristaltic pumps, with two pumps behind each tank making access difficult. The tanks and pumps could be reused, but because of their various ages and exposure to corrosion, the best long-term solution is replacement.





Options

1. Reuse existing chemical controller, and replace feed pumps and storage tanks. Separate acid and chlorine rooms would be constructed with doors to the exterior. Separate rooms will reduce the storage room area by 20 square feet, but will also free up space since clearances won't be needed to access the tanks. A single properly sized feed pump at each tank would reduce cost and maintenance. The emergency eyewash and shower would be relocated from the equipment room.

Cost:	Chemical Pumps	$4,000
	Storage Tanks	24,000
	Piping and Valves	6,000
	Construction Total	**$34,000**
	Owners Contingency - 10%	3,400
	Soft Cost - 25% (A&E, PC, T&I)	8,500
	Budget Estimate	**$45,900**

(Building construction costs are included in Architect's estimate)

2. Same as Option 1 and includes replacing the chemical controller to provide all new equipment for the mechanical system and ensure the longest useful life. A new controller could incorporate the latest technology like wireless remote monitoring.

Cost:	Chemical Controller	$24,000
	Chemical Pumps	$4,000
	Storage Tanks	24,000
	Piping and Valves	6,000
	Construction Total	**$58,000**
	Owners Contingency - 10%	5,800
	Soft Cost - 25% (A&E, PC, T&I)	14,500
	Budget Estimate	**$78,300**

(Building construction costs are included in Architect's estimate)



BUDGET SUMMARY

POOL EQUIPMENT – OPTION 1

1.	Filtration System	$195,000
2.	Circulation System	$147,000
3.	Heating System	$193,000
4.	Chemical System	$34,000
	Construction Total	**$569,000**
	Owners Contingency - 10%	56,900
	Soft Cost - 25% (A&E, PC, T&I)	142,250
	Budget Estimate	**$768,150**

POOL EQUIPMENT – OPTION 2

1.	Filtration System	$255,000
2.	Circulation System	$147,000
3.	Heating System	$321,000
4.	Chemical System	$58,000
	Construction Total	**$781,000**
	Owners Contingency - 10%	78,100
	Soft Cost - 25% (A&E, PC, T&I)	195,250
	Budget Estimate	**$1,054,350**

HEATERS – OPTION 3

1.	Heating System	$145,000
	Construction Total	**$145,000**
	Owners Contingency - 10%	14,500
	Soft Cost - 25% (A&E, PC, T&I)	36,250
	Budget Estimate	**$195,750**

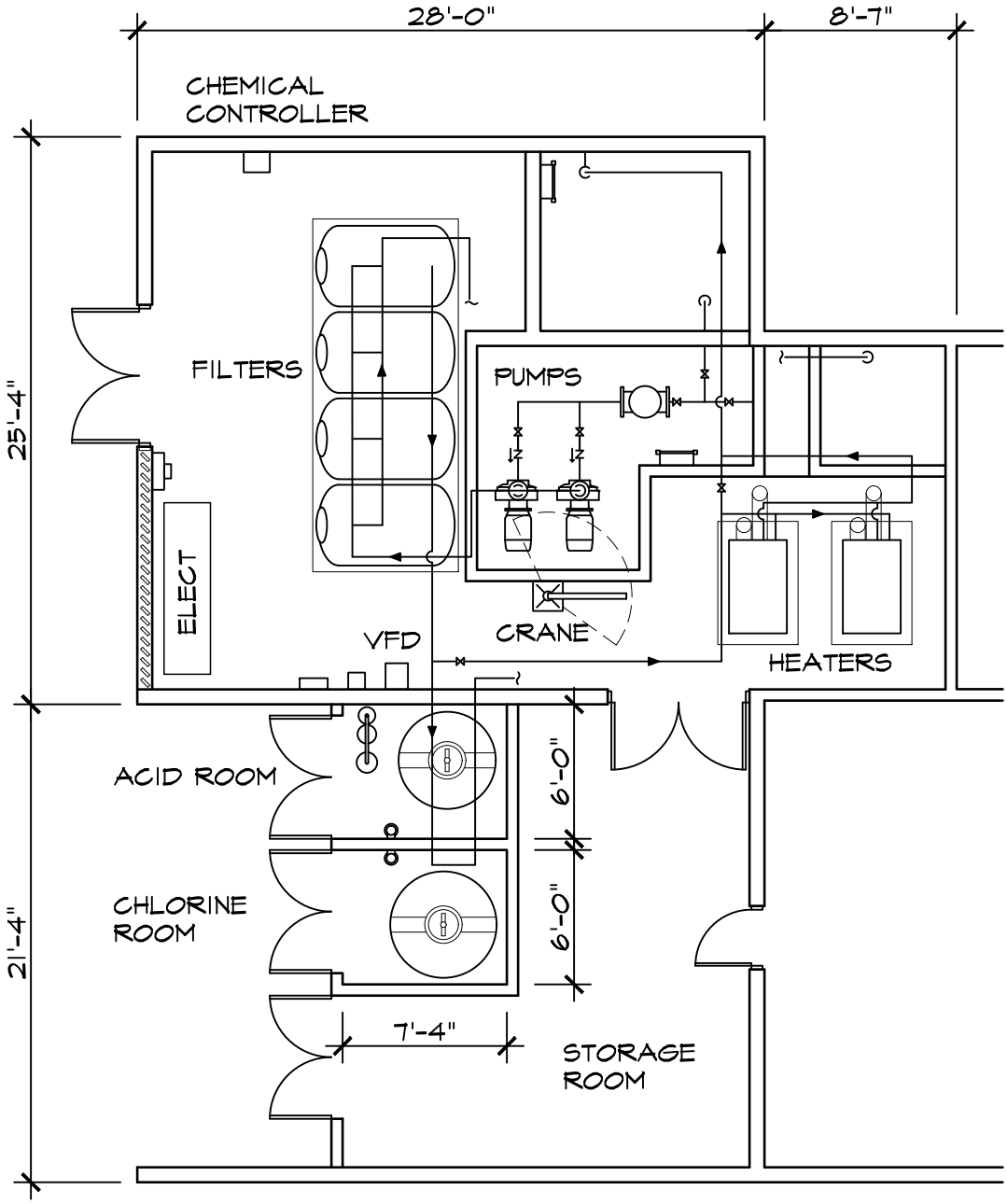
Using this heater with Option 1 will reduce the Construction Cost by $48,000 and by $176,000 if used with Option 2.

RECOMMENDATIONS

If recommendations identified in the previous sections are addressed, the new pool mechanical system will address the City's operational issues, comply with current code requirements, and have an increased lifespan. Each of the proposed equipment options is a viable choice with slightly different maintenance and operation requirements.

Equipment room plans and cut sheets for possible equipment options are included in the Appendix for reference.

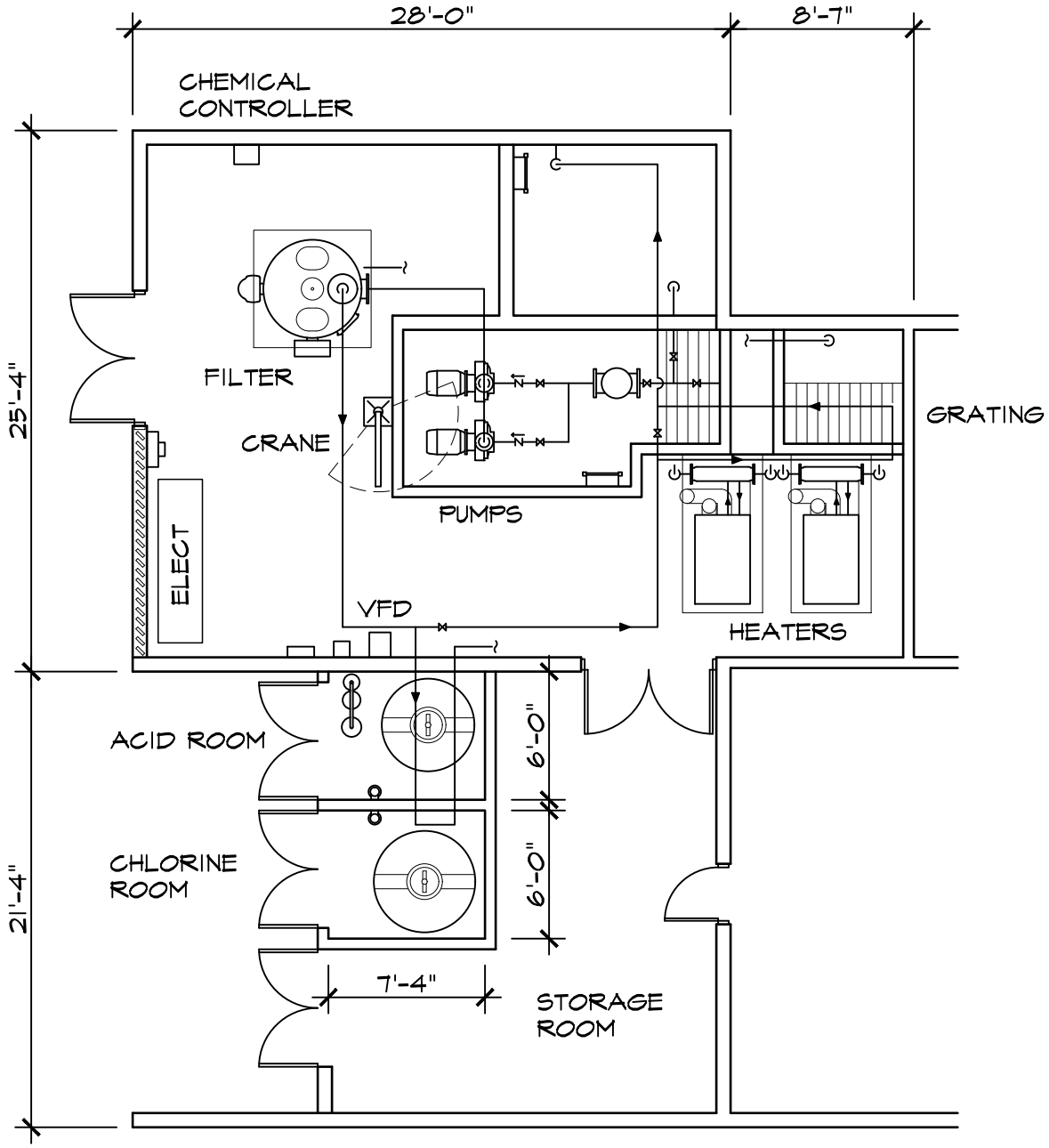
APPENDIX



EQUIPMENT ROOM - OPTION 1

SCALE: 1/8" = 1'-0"

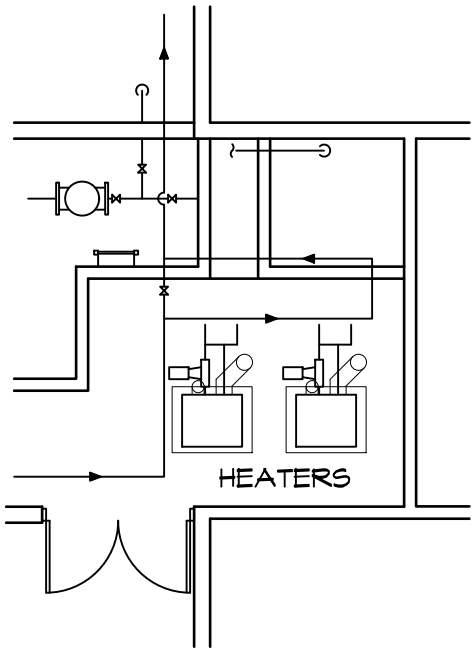
4-10-25



EQUIPMENT ROOM - OPTION 2

SCALE: 1/8" = 1'-0"

4-10-25



HEATER - OPTION 3

SCALE: 1/8" = 1'-0"

4-10-25

STARK™ SS SERIES FILTERS

HORIZONAL SAND FILTRATION SYSTEMS



Featured Highlights

- All vessel models are NSF 50 certified from 5-20 gpm/sq.ft
- End-manways provide easy access for service and maintenance
- Schedule 80 Face Piping is fully assembled in our factory for ease of installation
- Stark valves and several control options make backwashing simple
- Unparalleled tank construction and exterior all-weather coating

The Stark SS Series Filter Systems are designed with ease of installation, maintenance, and minimal floor space in mind. Vessels are side-by-side, with manway access on the ends and all piping above the vessel(s). All piping ships fully solvent-welded and pre-assembled to ensure fit. 100 psi vessel pressure rating.

CALIFORNIA PROPOSITION 65 WARNING

⚠ **WARNING:** Cancer and Reproductive Harm.
⚠ **AVERTISSEMENT:** Peut Causer le Cancer et des Dommages au Système Reproducteur.
⚠ **ADVERTENCIA:** Cáncer y Daño Reproductivo.
www.p65warnings.ca.gov.

Ordering Information

CAPACITY INFORMATION												
# Tanks	System Number	Tank Size	Filtration Area (Sq. Ft.)	Flow (GPM) 12 gpm/sf	Flow (GPM) 15 gpm/sf	Backwash Valve Size/Type	'W'	'L'	'Hs'	Total Media (cu ft)	Operating Weight (lbs.)	Shipping Weight (lbs.)
	RS1-60-04	36" x 60"	13.5	162	203	4"	38"	63"	68"	15.5	4,600	845
	RS1-72-04	36" x 72"	17.2	206	258	4"	38"	75"	68"	19.0	5,500	915
1	SS1-48-04	42" x 48"	12.8	154	192	4"	44"	51"	74"	16.5	4,900	805
	SS1-72-06	42" x 72"	20.0	240	300	6"	44"	75"	86"	26.0	7,500	1,105
	SS1-96-06	42" x 96"	27.0	324	405	6"	44"	99"	86"	36.0	9,800	1,240
	RS2-60-06	36" x 60"	27.0	324	405	4"	77"	63"	70"	31.0	9,400	1,650
	RS2-72-06	36" x 72"	34.4	413	516	4"	77"	75"	70"	38.0	11,000	1,830
2	SS2-48-06	42" x 48"	25.6	307	384	4"	90"	51"	76"	33.0	10,000	1,650
	SS2-72-06	42" x 72"	40.0	480	600	6"	90"	75"	87"	52.0	14,800	2,060
	SS2-96-06	42" x 96"	54.0	648	810	6"	90"	99"	87"	72.0	19,400	2,380
	RS3-60-06	36" x 60"	40.5	486	608	4"	116"	63"	70"	46.5	14,200	2,420
	RS3-72-06	36" x 72"	51.6	619	774	4"	116"	75"	70"	57.0	16,800	2,670
3	SS3-48-06	42" x 48"	38.4	648	576	4"	136"	51"	76"	49.5	14,900	2,420
	SS3-72-08	42" x 72"	60.0	720	900	6"	136"	75"	88"	78.0	22,400	3,140
	SS3-96-08	42" x 96"	81.0	972	1215	6"	136"	99"	88"	108.0	29,400	3,620
	RS4-60-06	36" x 60"	54.0	648	810	4"	155"	63"	70"	62.0	18,900	3,200
	RS4-72-08	36" x 72"	68.8	826	1032	4"	155"	75"	76"	76.0	22,300	3,560
4	SS4-48-06	42" x 48"	51.2	614	768	4"	182"	51"	76"	66.0	19,900	3,200
	SS4-72-08	42" x 72"	80.0	960	1200	6"	182"	75"	88"	104.0	30,200	4,470
	SS4-96-10	42" x 96"	108.0	1296	1620	6"	182"	99"	88"	144.0	39,900	5,145
5	SS5-72-10	42" x 72"	100.0	1200	1500	6"	229"	75"	88"	130.0	38,400	5,650
	SS5-96-10	42" x 96"	135.0	1620	2025	6"	229"	99"	88"	180.0	49,900	6,450
6	SS6-72-10	42" x 72"	120.0	1440	1800	6"	275"	75"	88"	156.0	46,000	6,800
	SS6-96-12	42" x 96"	162.0	1944	2430	6"	275"	99"	97"	216.0	60,800	7,900

SEE PAGE 329 FOR REPLACEMENT PARTS

Option 2

AQUIFY

REGENERATIVE MEDIA FILTER

A new standard in aquatic filter sustainability



But why stop there

With a number of other industry standard or innovative features, we've made every effort to make a filter that is better for everyone from designers to installers to maintenance personnel.

- 1-micron particulate removal
- Smallest footprint with the largest filtration square footage
- 13 models ranging from 100 square feet to 1600 square feet of filter area
- 0.5 to 1.5 GPM / SF recommended filter range
- Perlite is lightweight, non-toxic, and environmentally friendly making it safe for the operator to handle
- Effluent pipe and flange are vertical to accommodate any piping orientation
- No backwashing required
- Large sight glass permits live visual monitoring of filter internals
- Tank flow dynamics optimized for 38" tube elements minimizing head loss and turbulence
- Extra large air-filled pulse tire
- Tank heights are the lowest in the industry reducing ceiling height requirements and ease of serviceability
- Fully automated system



Normblock Multi Series

SPECK

All Polyurethane Pump 1750 RPM
(7.5, 10, 15, 20, 25 & 30 HP)

Redefining the limits of plastic pumps. The Normblock Multi takes the non-corrosive and lightweight benefits of plastic higher than any other American manufacturer.



Normblock Multi 125/250

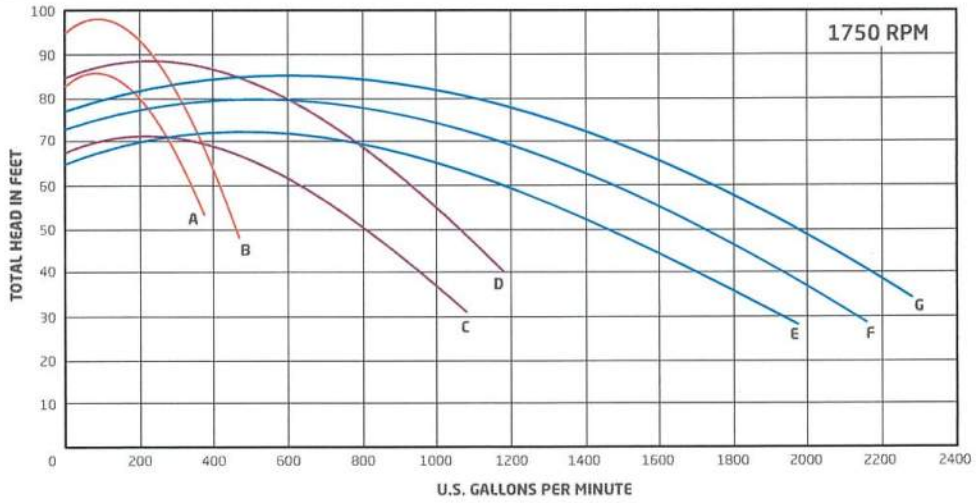
Features

- This pump has a robust horizontal single stage design.
- Superior slow (1750 rpm) running design reduces vibrations, resulting in quiet operation.
- The housing is made of high performance, corrosion resistant polyurethane.
- Heavy duty, energy efficient, totally enclosed fan cooled (TEFC) motor, Class F insulation, protection class IP 55. Sealed ball bearings need no lubrication.
- Shaft coupling allows motor to be replaced without replacing mechanical seal.
- A high wear, rugged Carbon/SiC - EPDM mechanical seal allows for long life and long maintenance intervals.
- SiC/SiC seals available for marine applications.
- Various suction flange options available including 4", 5", 6" and 8" for most models.
- Optional 4", 6" and 8" strainer tanks for horizontal flooded suction applications.
- Impeller shaves available for exact duty points with minimal turnaround time.
- Every pump is tested to factory & customer specifications, with comprehensive individualized test results.

Trademarks and Certifications

ETL CONFORMS TO NSF/ANSI Std. 50
Intertek
4002122

Performance Curves



A. Normblock Multi 65/250 (Ø 225mm) - 7.5 HP S.F. 1.25
B. Normblock Multi 65/250 (Ø 240mm) - 10.0 HP S.F. 1.25
C. Normblock Multi 100/250 (Ø 220mm) - 15.0 HP S.F. 1.25
D. Normblock Multi 100/250 (Ø 240mm) - 20.0 HP S.F. 1.25
E. Normblock Multi 125/250 (Ø 235mm) - 20.0 HP S.F. 1.25
F. Normblock Multi 125/250 (Ø 245mm) - 25.0 HP S.F. 1.15
G. Normblock Multi 125/250 (Ø 255mm) - 30.0 HP S.F. 1.15

8125 Bayberry Road, Jacksonville, Florida 32256 USA | Phone: (904) 739-2626 | Fax: (904) 737-5261
Website: www.speck-pumps.com

Options 1 & 2

Thern
Winches & Cranes

PORTABLE DAVIT CRANE

COMMANDER® 1000



Made in USA

CE

ISO 9001:2015 CERTIFIED

thern.com
(507) 454-2996

Option 1

XTHERM®

POOL HEATER



VERSA IC® WITH
RAYMOTE™

HYBRID
DESIGN

MAXIMUM
EFFICIENCY

Raypak®
A Rheem® Company

ENGINEERED TO **PERFORM.**

Time honored technology unites with cutting edge advancement.

The XTherm combines the proven capability of a finned cupronickel tube heat exchanger with a stainless steel condensing heat exchanger to maximize thermal efficiency (97-97.7%) and provide long-term reliability. Raypak's XTherm is built with commercial-grade components and materials. From our steel channel base to our stainless steel flue wrapper and condensing heat exchanger, you can tell the XTherm is built to last. It's easy to handle and install, but still user-friendly to service.



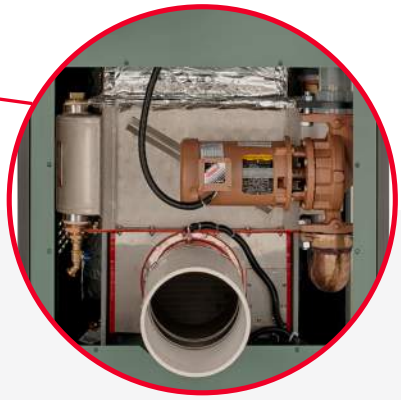
7 " touchscreen display

Low voltage wiring terminal

Vertical non-condensing heat exchanger

CPVC water manifolds

316L stainless steel condensing heat exchanger



Cold Water Run System

Option 2

PROFESSIONAL INDIRECT™
POOL HEATER POWERED BY XTHERM®

VERSA IC® WITH RAYMOTE™

CORROSION RESISTANT

TIME/LABOR SAVINGS

96% THERMAL EFFICIENCY

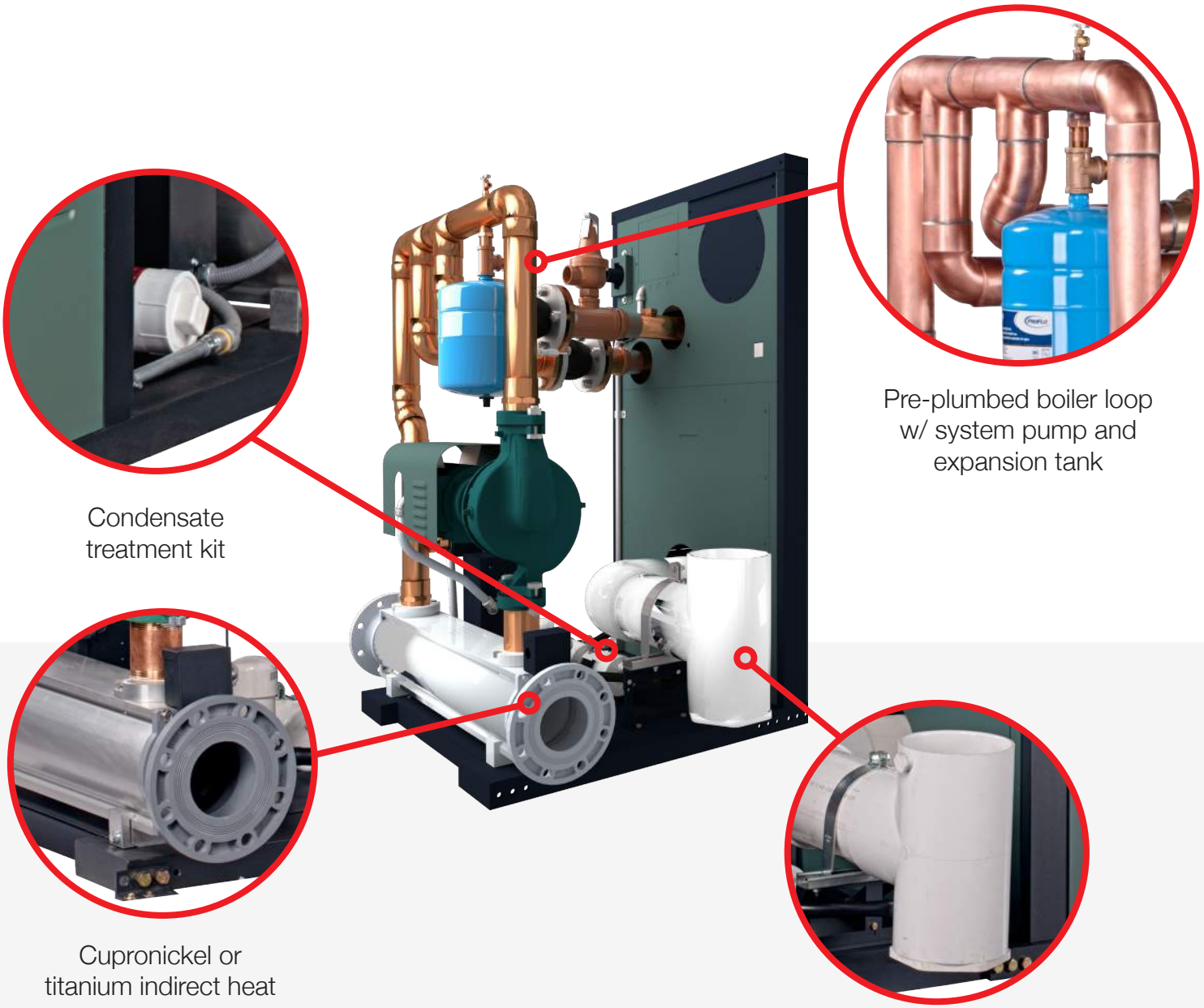


Raypak®
A Rheem® Company

ENGINEERED TO **PERFORM.**

The Most Durable Pool Heater Available

The Professional Indirect Pool Heater, utilizes Raypak's ultra-high-efficiency XTherm boiler which drives a highly efficient indirect heat exchanger. The Professional Indirect is corrosion resistant and comes as a factory built skid system, so no set-up is required. It is easy to install and commission. The Professional Indirect provides high-efficiency heating with minimal maintenance, perfect for heavy commercial usage, such as competition pools.



Pre-plumbed boiler loop w/ system pump and expansion tank

Condensate treatment kit

Cupronickel or titanium indirect heat exchanger

Reversible PVC venting
PVC vent connection is factory standard. PVC venting can save thousands in venting costs, and is easier to handle and install.

Option 3

MVB®

POOL HEATER



VERSA IC® WITH
RAYMOTE™

VENTING
VERSATILITY

COMPACT
DESIGN

Raypak®
A Rheem® Company

ENGINEERED TO **PERFORM.**

Modulating vertical pool heater with venting flexibility.

The MVB pool heater provides installation flexibility, ease-of-commissioning, reliability and long-term performance. The vertical design allows for the MVB's small footprint, making it the perfect solution for small spaces and retrofit projects. Cupronickel, finned water tube heat exchanger construction allows for easy maintenance and serviceability.



7" color touchscreen display

Low voltage wiring terminal (not shown)

Status light and on/off switch

Combustion air connection

Power supply connection

Gas connection

Pressure relief valve (PRV)

Water connections



Vent connection



MERV 8 combustion air filter (not shown)

Gas valve

Combustion air blower (not shown)

Vent pressure switch

Vertical non-condensing multi-pass heat exchanger

APPENDIX B

COST OPTION #1

Buena Park Peak Park Pool Building Simple Renovation

Statement of Probable Construction Cost @ Schematic Design

Project Manager	Specifications OR Contract No.			BOA Project Manager		Date
Jason Tran, PE				Edward Lok Ng		06/04/25
Work Description	**Facility Location**			**BOA Job:**		**Estimator**
Remodel Project	7225 El Dorado Dr., Buena Park, CA 90620			3158		LA

Div.	Work Description	Units	Qty.	Unit Cost	Subtotal Cost	Division Subtotal
1	**General Requirements**					
	See General Conditions following Subtotal of all items	N/A	N/A	$0	$0	
	Subtotal Division 1					$0
2	**Site Work**					
	Mobilization	ls	1	$10,000	$10,000	
	Temporary restroom Trailer w/ sevices	ls	0	$0	$0	
	Building demo/removal w/ abatement:	ls	1	$60,000	$60,000	
	sawcut & remove concrete slab					
	cap utilities, plumbing fixtures					
	doors, tile floor, wall tile, frp at walls,					
	tile base, some interior walls, partitions					
	accessories, elect. outlets, light fixtures					
	and public counter					
	Poured in place concrete ramp w/ concrete curbs-low wall	ea.	1	$20,000	$20,000	
	Poured in place concrete stair w/ concrete curbs-low wall	ea.	1	$15,000	$15,000	
	steel tube handrails at ramps and stair	lf	60	$180	$10,800	
	Outdoor water shower dual nozzles, heavy duty stainless steel	ea.	2	$5,500	$11,000	
	Shade structure on pool deck	ea.	2	$40,000	$80,000	
	Alum. bleachers	ea.	0	$10,000	$0	
	Site demo/removal: NIC	sf	0	$0	$0	
	Subtotal Division 2					$206,800
3	**Renovation of Pool Building Locker/Restroom/Showers**					
	Renovation work	sf	2050	$530	$1,086,500	
	Subtotal Division 3					$1,086,500
	SUBTOTAL					$1,293,300
	General conditions/overhead/profit @ 20%				$258,660	
	SUBTOTAL, INCLUDING GC/O/P					$1,551,960
	Bond/insurance @ 1.75%				$27,159	
	SUBTOTAL, INCLUDING GC/O/P + B/I					$1,579,119
	Contingency @ 15%				$236,868	
	TOTAL BUILDING IMPROVEMENTS					**$1,815,987**
	Pool Equipment (see 4-10-25 Report by Jones&Madhavan)					**$1,060,000**

Cost Est. Schematic_Peak Park Pool Bldg. Simple Renovation,Page 1

Buena Park Peak Park Pool Building Simple Renovation

Statement of Probable Construction Cost @ Schematic Design

Project Manager	Specifications OR Contract No.	BOA Project Manager	Date
Jason Tran, PE		Edward Lok Ng	06/04/25
Work Description	**Facility Location**	**BOA Job:**	**Estimator**
Remodel Project	7225 El Dorado Dr., Buena Park, CA 90620	3158	LA

Div.	Work Description	Units	Qty.	Unit Cost	Subtotal Cost	Division Subtotal
	TOTAL BUILDING IMPROVEMENTS + NEW POOL EQUIPMENT					**$2,875,987**
	EXCLUSIONS:					
	ARTWORK, EXTERIOR SIGNAGE					
	LANDSCAPE, SITEWORK					
	BUILDING SECURITY ALARM SYSTEM					
	INFLATION, & EMERGENCY GENERATOR					

COST OPTION #2

Buena Park Peak Park Pool Building Renovation

Statement of Probable Construction Cost @ Schematic Design

Project Manager	Specifications OR Contract No.			BOA Project Manager		Date
Jason Tran, PE				Edward Lok Ng		06/16/25
Work Description	**Facility Location**			**BOA Job:**		**Estimator**
Remodel Project	7225 El Dorado Dr., Buena Park, CA 90620			3158		LA

Div.	Work Description		Units	Qty.	Unit Cost	Subtotal Cost	Division Subtotal
1	**General Requirements**						
	See General Conditions following Subtotal of all items		N/A	N/A	$0	$0	
	Subtotal Division 1						$0
2	**Site Work**						
	Mobilization		ls	1	$30,000	$30,000	
	Building demo/removal:	sawcut & remove concrete slab	ls	1	$70,000	$70,000	
		cap utilities, plumbing fixtures					
		doors, tile floor, vinyl tile, wall tile,					
		tile base, some interior walls, partitions					
		accessories, elect. outlets, light fixtures					
	Site demo/removal:	CMU wall, outlets, drain pipes,	ls	1	$20,000	$20,000	
		sawcut of concrete ramp/slab					
	Poured in place concrete ramp w/ concrete curbs-low wall		ea.	1	$20,000	$20,000	
	Poured in place concrete stair w/ concrete curbs-low wall		ea.	1	$15,000	$15,000	
	steel tube handrails at ramps and stair		lf	60	$180	$10,800	
	Outdoor water shower dual nozzles, heavy duty stainless steel		ea.	2	$5,500	$11,000	
	Shade structure on pool deck		ea.	2	$40,000	$80,000	
	Alum. bleachers		ea.	2	$10,000	$20,000	
	Asbestos, lead paint abatement:		ls	1	$50,000	$50,000	
	Subtotal Division 2						$326,800
3	**Concrete**						
	new interior 4" thick concrete slab over sand base		sf	2500	$25	$62,500	
	new concrete curbs at base of new walls		ls	1	$20,000	$20,000	
	new concrete foundation, pad footings, & trenching		ls	1	$20,000	$20,000	
	Poured in place concrete ramp w/ concrete curbs		ea.	1	$18,000	$18,000	
	Poured in place concrete stair w/ concrete		ea.	1	$14,000	$14,000	
	steel tube handrails at ramps and stair		lf	45	$180	$8,100	
	Subtotal Division 3						$142,600
4	**Masonry**						
	Misc. CMU in-fill, repair		ls	1	$20,000	$20,000	
	Subtotal Division 3						$20,000
5	**Metals**						
	metal steel framed screens for natural ventilation		ea	6	$1,500	$9,000	
	Subtotal Division 5						$9,000
6	**Woods and Plastics**						
	stud framing, plywood, post, headers, rafters, beams		ls	1	$320,000	$320,000	

Cost Est. Schematic_Peak Park Pool Bldg. Renovation Page 1

Buena Park Peak Park Pool Building Renovation

Statement of Probable Construction Cost @ Schematic Design

Project Manager	Specifications OR Contract No.		BOA Project Manager	Date
Jason Tran, PE			Edward Lok Ng	06/16/25
Work Description	**Facility Location**		**BOA Job:**	**Estimator**
Remodel Project	7225 El Dorado Dr., Buena Park, CA 90620		3158	LA

Div.	Work Description	Units	Qty.	Unit Cost	Subtotal Cost	Division Subtotal
	miscellaneous wood framing	ls	1	$25,000	$25,000	
	decorative ceiling	sf	1100	$75	$82,500	
	lobby reception counter	lf	19	$700	$13,300	
	new upper and lower cabinets	lf	5	$900	$4,500	
	Subtotal Division 6					$445,300
7	**Thermal and Moisture Protection (Not Used)**					
	New insulation at ceiling. Excludes equipment & storage room	sf	3400	$4	$13,600	
	Misc. roof patch-repair due to new construction	ea.	1	$10,000	$10,000	
	Pipe insulation wrap	ea.	10	$250	$2,500	
	Subtotal Division 7					$26,100
8	**Doors and Windows**					
	single fiberglass door and alum. frame, w finish hardware	ea	8	$4,500	$36,000	
	Storefront door w/ glass, aluminum frame and door hardware	ea	2	$5,500	$11,000	
	Double Storefront door w/ finish door hardware	ea	1	$10,000	$10,000	
	single fiberglass pocket door, w finish hardware	ea	1	$5,000	$5,000	
	new storefront window @ office	ea	1	$3,000	$3,000	
	Roll-up Door	ea	2	$10,000	$20,000	
	Subtotal Division 8					$85,000
9	**Finishes**					
	Wall/Ceiling Finishes:					
	Gyp Board at walls & ceilings, patching and repair	ls	1	$40,000	$40,000	
	exterior walls, patching and repair	ls	1	$10,000	$10,000	
	epoxy wall paint	sf	0	$7	$0	
	Paint/caulking - interior	ls	1	$30,000	$30,000	
	Paint/caulking - exterior	ls	1	$40,000	$40,000	
	misc. interior repairs	ls	1	$15,000	$15,000	
	wall tile over cement backer board in restrooms	sf	5818	$35	$203,630	
	solid surface counter	sf	173	$160	$27,680	
	Floor Finishes:					
	floor tile flooring in all rooms	sf	4060	$30	$121,800	
	floor tile base in all rooms	ls	1	$20,000	$20,000	
	grind concrete	ls	1	$10,000	$10,000	
	Subtotal Division 9					$518,110
10	**Building Specialties**					
	Restroom/Shower & Locker signage on wall	ea.	8	$350	$2,800	
	Restroom signage on wall and door	ea.	3	$500	$1,500	
	Access panel for plumbing valves	ea.	10	$300	$3,000	
	deck mounted liquid soap dispenser touchless	ea.	10	$600	$6,000	
	Mirrors (96"x36" +/-)	ea.	2	$1,500	$3,000	
	Mirrors (36"x36" +/-)	ea.	3	$1,000	$3,000	

Buena Park Peak Park Pool Building Renovation

Statement of Probable Construction Cost @ Schematic Design

Project Manager	Specifications OR Contract No.		BOA Project Manager	Date
Jason Tran, PE			Edward Lok Ng	06/16/25
Work Description	**Facility Location**		**BOA Job:**	**Estimator**
Remodel Project	7225 El Dorado Dr., Buena Park, CA 90620		3158	LA

Div.	Work Description	Units	Qty.	Unit Cost	Subtotal Cost	Division Subtotal
	Combo trash / Paper Towel Dispenser - surface mounted	ea.	7	$1,000	$7,000	
	1-1/2" dia. grab bar, stainless steel, 42"x54"	ea.	5	$1,000	$5,000	
	1-1/2" dia. grab bar, stainless steel, 48"	ea.	5	$800	$4,000	
	1-1/2" dia. grab bar, stainless steel, 30"	ea.	5	$600	$3,000	
	toilet paper dispenser	ea.	11	$500	$5,500	
	Seat Cover Dispenser - Surface Mounted	ea.	11	$500	$5,500	
	Sanitary Napkin disposal - Surface Mounted	ea.	6	$500	$3,000	
	Baby changing station - surface mounted	ea.	3	$1,200	$3,600	
	Toilet partitions, solid phenolic, accessible	ea	2	$2,500	$5,000	
	Toilet partitions, solid phenolic	ea	6	$2,000	$12,000	
	Solid phenolic urinal partition	ea	2	$1,000	$2,000	
	Solid phenolic shower patitions, with dressing, floor mounted, access	ea	2	$2,500	$5,000	
	Solid phenolic shower patitions, with dressing, floor mounted	ea	10	$2,500	$25,000	
	Solid phenolic dressing partition, accessible	ea.	2	$2,500	$5,000	
	Solid phenolic dressing partition	ea.	4	$2,000	$8,000	
	Solid phenolic shower shelfs triangle type	ea	18	$300	$5,400	
	Accessible 48"x20" built-in benches	ea.	6	$2,000	$12,000	
	lockers	ea.	19	$2,000	$38,000	
	Shower Seat	ea	5	$1,200	$6,000	
	Towel Bar	ea	3	$250	$750	
	Coat Hooks	ea	29	$100	$2,900	
	Subtotal Division 10					$182,950
11	**Equipment**					
	kitchen appliances allowance w installation	ls	1	$15,000	$15,000	
	cloths dryer,and equipment installation allowance	ls	2	$5,000	$10,000	
	Subtotal Division 11					$25,000
12	**Furnishings**					
	furniture allowance; chairs, tables, desks	ls	1	$40,000	$40,000	
	Subtotal Division 11					$40,000
13	**Special Construction (Not Used)**					
14	**Conveying Systems (Not Used)**					
22	**Plumbing**					
	Supply, drain, vent piping, unistrut supports, roof jack	ls	1	$80,000	$80,000	
	Floor drain w/ covers & trap primer, restroom/shower	ea.	23	$1,200	$27,600	
	water closet wall mounted - interior restrooms	ea.	11	$3,000	$33,000	
	urinal, wall mounted - interior restrooms	ea.	3	$2,000	$6,000	
	lavatory & manual faucet, undermount - interior restrooms	ea.	9	$3,000	$27,000	
	ADA Shower valves	ea.	5	$2,500	$12,500	
	Wall mtd shower, single	ea.	10	$2,000	$20,000	

Buena Park Peak Park Pool Building Renovation

Statement of Probable Construction Cost @ Schematic Design

Project Manager	Specifications OR Contract No.			BOA Project Manager		Date
Jason Tran, PE				Edward Lok Ng		06/16/25
Work Description	**Facility Location**			**BOA Job:**		**Estimator**
Remodel Project	7225 El Dorado Dr., Buena Park, CA 90620			3158		LA

Div.	Work Description	Units	Qty.	Unit Cost	Subtotal Cost	Division Subtotal
	hand Sink w/ faucet @ break room/training	ea.	1	$3,000	$3,000	
	Hose Bib	ea.	2	$400	$800	
	Subtotal Division 22					$209,900
23	**Mechanical Systems**					
	new exhaust fans	ea	5	$12,000	$60,000	
	new ducts, registers, and duct extensions	ls	1	$40,000	$40,000	
	Subtotal Division 23					$100,000
26	**Electrical (Not Used)**					
	Service, power, switching, distribution	ls	1	$40,000	$40,000	
	new occupancy sensor & photo sensor	ea	11	$500	$5,500	
	New light fixtures; LED linear ceiling surface mounted	ea	34	$1,600	$54,400	
	Exterior light fixtures	ea	20	$1,400	$28,000	
	new illuminated exit signs	ea	8	$1,000	$8,000	
	electric hand-hair dryer	ea.	7	$2,000	$14,000	
	data and communications	ls	1	$25,000	$25,000	
	Subtotal Division 26					$174,900
28	**Fire Alarm**					
	fire alarm	ls	1	$20,000	$20,000	
	Subtotal Division 26					$20,000
	SUBTOTAL					$2,325,660
	General conditions/overhead/profit @ 20%				$465,132	
	SUBTOTAL, INCLUDING GC/O/P					$2,790,792
	Bond/insurance @ 1.75%				$48,839	
	SUBTOTAL, INCLUDING GC/O/P + B/I					$2,839,631
	Contingency @ 15%				$425,945	
	TOTAL BUILDING IMPROVEMENTS					**$3,265,575**
	Pool Equipment (see 4-10-25 Report by Jones&Madhavan)					**$1,060,000**
	TOTAL BUILDING IMPROVEMENTS + NEW POOL EQUIPMENT					**$4,325,575**
	EXCLUSIONS:	**ARTWORK, EXTERIOR SIGNAGE**				
		LANDSCAPE, SITEWORK				
		BUILDING SECURITY ALARM SYSTEM				

Buena Park Peak Park Pool Building Renovation

Statement of Probable Construction Cost @ Schematic Design

Project Manager	Specifications OR Contract No.		BOA Project Manager	Date
Jason Tran, PE			Edward Lok Ng	06/16/25
Work Description	**Facility Location**		**BOA Job:**	**Estimator**
Remodel Project	7225 El Dorado Dr., Buena Park, CA 90620		3158	LA

Div.	Work Description	Units	Qty.	Unit Cost	Subtotal Cost	Division Subtotal
	INFLATION					
	EMERGENCY GENERATOR					

COST OPTION #3

Buena Park Peak Park New Pool Building

Statement of Probable Construction Cost @ Schematic Design

Project Manager	Specifications OR Contract No.			BOA Project Manager		Date
Jason Tran, PE				Edward Lok Ng		06/04/25
Work Description	**Facility Location**			**BOA Job:**		**Estimator**
Remodel Project	7225 El Dorado Dr., Buena Park, CA 90620			3158		LA

Div.	Work Description	Units	Qty.	Unit Cost	Subtotal Cost	Division Subtotal
1	**General Requirements**					
	See General Conditions following Subtotal of all items	N/A	N/A	$0	$0	
	Subtotal Division 1					$0
2	**Site Work**					
	Mobilization	ls	1	$18,000	$18,000	
	Temporary restroom Trailer w/ sevices	ls	0	$0	$0	
	Entire building demo/removal w/ abatement:	ls	1	$500,000	$500,000	
	sawcut & remove concrete slab, walls					
	cap utilities, plumbing fixtures					
	doors, tile floor, wall tile, frp at walls,					
	tile base, some interior walls, partitions					
	accessories, elect. outlets, light fixtures,					
	public counter, storefront, roofing,					
	and all other materials for complete demo.					
	Poured in place concrete ramp w/ concrete curbs-low wall	ea.	1	$20,000	$20,000	
	Poured in place concrete stair w/ concrete curbs-low wall	ea.	1	$15,000	$15,000	
	steel tube handrails at ramps and stair	lf	60	$180	$10,800	
	Outdoor water shower dual nozzles, heavy duty stainless steel	ea.	2	$5,500	$11,000	
	Shade structure on pool deck	ea.	2	$40,000	$80,000	
	Alum. bleachers	ea.	0	$10,000	$0	
	Site demo/removal: NIC	sf	0	$0	$0	
	Subtotal Division 2					$654,800
3	**Renovation of Pool Building Locker/Restroom/Showers**					
	New work to include new HVAC & Electrical	sf	5000	$700	$3,500,000	
	Subtotal Division 3					$3,500,000
	SUBTOTAL					$4,154,800
	General conditions/overhead/profit @ 20%				$830,960	
	SUBTOTAL, INCLUDING GC/O/P					$4,985,760
	Bond/insurance @ 1.75%				$87,251	
	SUBTOTAL, INCLUDING GC/O/P + B/I					$5,073,011
	Contingency @ 15%				$760,952	
	TOTAL BUILDING IMPROVEMENTS					**$5,833,962**
	Pool Equipment (see 4-10-25 Report by Jones&Madhavan)					**$1,060,000**
	TOTAL BUILDING IMPROVEMENTS + NEW POOL EQUIPMENT					**$6,893,962**

Cost Est. Schematic_Peak Park Pool Bldg. New Bldg. - Page 1

Buena Park Peak Park New Pool Building

Statement of Probable Construction Cost @ Schematic Design

Project Manager	Specifications OR Contract No.			BOA Project Manager		Date
Jason Tran, PE				Edward Lok Ng		06/04/25
Work Description	**Facility Location**			**BOA Job:**		**Estimator**
Remodel Project	7225 El Dorado Dr., Buena Park, CA 90620			3158		LA

Div.	Work Description	Units	Qty.	Unit Cost	Subtotal Cost	Division Subtotal
	EXCLUSIONS:	**ARTWORK, EXTERIOR SIGNAGE**				
		LANDSCAPE, SITEWORK				
		BUILDING SECURITY ALARM SYSTEM				
		INFLATION, & EMERGENCY GENERATOR				

Attachment D

Peak Park Pool Building As-Builts

(Due to file size, the as-builts have been uploaded directly onto PlanetBids)

PSA #25-31
CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

DATE: October 28, 2025

SERVICES: Professional Architectural Services

PROJECT: Peak Park Pool Building Renovations

PARTIES TO THE AGREEMENT:

"CITY": City of Buena Park, a California Municipal Corporation

City Representative:
Name: Mina Mikhael, P.E.
Title: Director of Public Work
Tel.: 714-562-3672
Email: Mmikhael@buenapark.com

"CONSULTANT": BOA Architecture, a S Corporation

Consultant Representative:
Name: Edward Lok Ng
Title: President
Tel.: 562-912-7900
Email: lok.ng@boaarchitecture.com

SUMMARY OF TERMS:

Start Date: October 28, 2025

End Date: May 31, 2026

Contract Value: $236,000

Services a "Public Work": NO [___] YES [X]

Community Workforce Agreement: NO [X] YES [___]

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 28, 2025, between the City of Buena Park, a California charter city ("*CITY*"), and BOA Architecture, a S 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 28, 2025 and shall remain in full force and effect until May 31, 2026 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 $236,000 ("*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**	**BOA Architecture**
	Name of Business
Signature	Signature
Name: Aaron France	Name: **Edward L. G Ng**
Title: City Manager	Title: **President**

***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: **Kyle Ng**

Title: **Secretary**

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 architectural and engineering services for the plans, specifications, and estimates for the Peak Park Pool Building Renovations Project, as such services are described more specifically in the Scope of Work portion of Consultant's proposal dated September 25, 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 $236,000, as detailed in Consultant's budget dated September 25, 2025, set forth in Exhibit "C" attached and incorporated fully by this reference.

EXHIBIT B

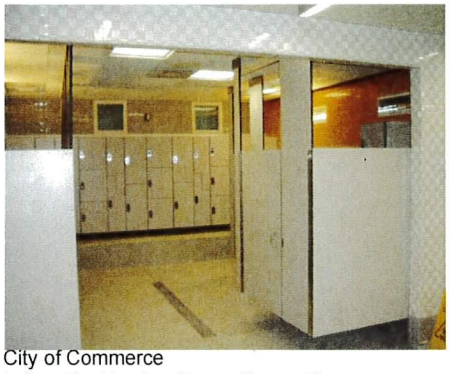
Attach Consultant's Proposal dated September 25, 2025

SEPTEMBER 25 , 2025

CITY OF BUENA PARK

RFP FOR
PEAK PARK POOL BUILDING RENOVATIONS PLANS, SPECIFICATIONS AND ESTIMATE

SAMPLE SIMILAR PROJECTS DESIGNED BY BOA:



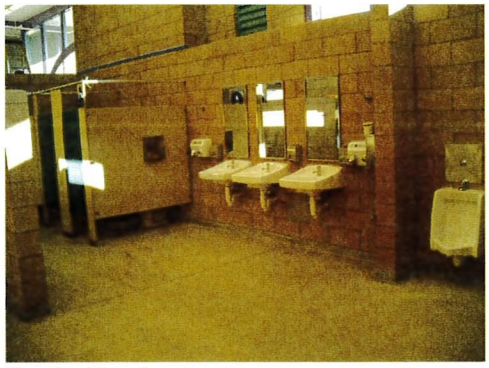
City of Commerce
Indoor Pool Locker Room Renovation



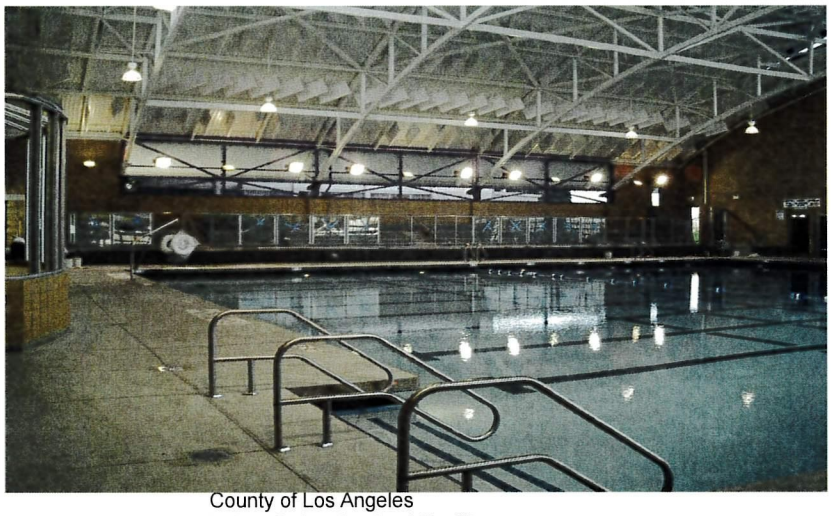
City of Commerce
Indoor Pool Locker Room Renovation



City of Irvine
Woollette Aquatic Center Locker Room Remodel



County of Los Angeles
Indoor Swimming Pool Facility



County of Los Angeles
Indoor Swimming Pool Facility

BOA Architecture Government Services

BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
1511 COTA AVENUE
LONG BEACH, CA 90813
PH: 562-912-7900

POINT-OF-CONTACT:
EDWARD LOK NG, PRESIDENT
LOK.NG@BOAARCHITECTURE.COM

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City of Sierra Madre Bath House:
Locker Room Renovation



City of Commerce
Indoor Pool Locker Room Renovation



City of Bellflower
Thompson Park Pool Renovation

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COVER LETTER

City of Buena Park
Jason Tran, P.E., Assistant Engineer

September 25, 2025

Black O'Dowd and Associates, Inc. DBA BOA Architecture is pleased to submit its qualifications for your RFP for Buena Park Peak Park Pool Building Renovations Plans, Specifications, and Estimate. BOA has performed architectural design services on numerous Public Pools, Locker rooms, and other projects for multiple cities, counties, and public agencies in the greater Southern California region for the past 65 years. In addition, we have designed numerous public beach restroom renovation projects, which have very similar issues of rotted wood stud walls, rusted steel door frames, etc., that are common in "wet" rooms that are constantly being "hosed down". BOA has renovated over 10 recent Public Pool locker room projects and over 20 public beach restroom facilities. We are very familiar with design solutions to resolve issues of public pool locker rooms; the corrosion of metals, excessive moisture in the walls and ceilings, vandalism issues, metal corrosion, providing ventilation to mitigate wood rot, durability, and most importantly, we are familiar with how pool facilities should function. Our vast experience with so many recent similar projects will be a definite asset in the design of your pool locker room renovation project.

Since we have the same Design Team that completed your Feasibility Study and preliminary design of your pool building, we can "hit the ground running". It would be seamless and easy for us to implement design improvements as directed by your City Council, such as deleting the existing Spanish tile roof and making the roof-line to be more closely resemble the original building designed by the famous architect, Richard Neutra. We also plan to redesign the "wave" ceiling in the lobby, as the City Council commented that the "wave" ceiling design was "too busy looking".

BOA is an S-Corporation architectural firm, and a certified Minority Business Enterprise (MBE) by the federal SBA (Small Business Administration) in the State of California. BOA has been in continuous business since 1961 and has completed over 2000 architectural public works projects for over 80 local public agencies. The company's corporate owner and principal is Edward Lok Ng, licensed architect in the State of California. He has personally designed 9 pool locker room facilities and 20 beach restroom projects, over 30 park restroom projects, and over 50 municipal community centers.

BOA's design team will be headed by Mr. Edward Lok Ng, President of BOA Architecture. He will personally be the project manager for your Project. Currently BOA Architecture is a 10-person architectural firm with a competitive advantage in "smaller" municipal architectural renovation projects in the $30,000 to $3,000,000 construction cost range; 95% of our current design work is for cities such as your city. Our design staff and production systems are geared for these types of "smaller" and often "messy" modernization projects, and our design fees are reasonable and with "value added". Our recent past performance for other local cities has been good to excellent, and that the projects have been "on budget" and "on-time".

BOA Architecture's mission statement is to be a recognized leader in architecture and to consistently exceed our commitments to, and expectations of our clients, employees and design partners. We thank you for your time and consideration.

BOA FIRM PROFILE
Year Established: 1961
Years In Business: 63 years of continuous operation
Current Number of Personnel: 9
Structure of Organization: S CORPORATION Stockholder: Edward Lok Ng
Current Annual Dollar Volume of Work: $2,000,000
Level of Professional Liability Insurance: $2,000.000 Professional Liability, $2,000,000 General Liability
Federal Tax ID: 95-2632309

BOA ARCHITECTURE

Edward Lok Ng, Architect/ LEED AP

A. SCOPE OF WORK

As the Architect Design Team that completed your Feasibility Study and preliminary design for this project, we have visited the project site many times, and thoroughly discussed your needs with you and the user group. We are very familiar with the high usage of the existing pool locker room, (during peak season) lobby, staff locker rooms, restrooms, and familiar with the vast amount of people that frequent this popular pool facility. Having just completed public pool locker room and restroom renovation projects at nearby Pasadena Villa Parke pool, Irvine Woolette Aquatic Ctr., and Bellflower Thompson Park Aquatic Center, we understand the issues of your project, and more importantly, how to resolve and "triumph" over these issues to design a functional, ADA compliant, and esthetically pleasing pool locker rooms, dressing area, and restrooms, that fits the desires of your community. We are also aware of your functional need to allow non-swimmers to access the pool deck, without going inside the locker rooms. This is important for adults accompanying young children. Having made a presentation, the City Council for the Feasibility Study for this project, we understand the City Council's direction to remove the existing red tile roofing to more closely align with the original architecture of famous modernist architect Richard Neutra.

We have similar completed pool locker rooms and restroom design projects for the cities of Long Beach, Sierra Madre, Rosemead, Pasadena, Irvine, Commerce, LA County, and CSU Fullerton. Many of these past projects are very similar to your project. We have enclosed select pool projects for your review in Section D. References and Similar Projects. We have reviewed the Scope of Work stated in your RFP and fully intended to perform all the design work needed to complete this project as described. The following is our understanding of the scope of work.

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, 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 complete the project. It will include but not be limited to, existing conditions, coordination, engineering site visits as necessary, etc.
b. Review the attached Feasibility Study prepared by BOA Architecture, Inc. and incorporate concepts and recommendations to the PS&E.
c. 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. this task is not needed as there will not be any site work for this project.
d. Prepare a 30% preliminary design submittal to the City.
e. Prepare 60%, 90%, and 100% Plans, Specifications and Estimate (PS&E) submittals to the City. The plans shall include but not be limited to, layout of the existing building, existing utilities (wet and dry), and existing condition. The plans shall also include proposed demolition and improvements within the project limits and all other work items needed to complete the final PS&E.

f. The plan set shall include, but not be limited to the following:

   I. Title Sheet(s) – showing general notes, sheet index, contacts, legends, abbreviations, etc.

   II. Site Plan(s) – showing existing conditions of the pool building

   III. Demolition Plan(s) – showing the demolition required to meet accessibility compliance, renovate the locker rooms, renovate the staffroom/observation deck, improve entry ways, and upgrade the pool equipment room

   IIII. Improvement Plan(s) – showing improvements required to meet accessibility compliance, renovate the locker rooms, renovate the staffroom/observation deck, improve entry ways, and upgrade the pool equipment room

   V. Mechanical Plan(s) – showing improvements to the pool equipment room that include but not be limited to: replacing the existing single pump with a dual pump system, expansion of the pump pit, new variable frequency drive, new water heaters, new sand filters, and pipe replacement. Mechanical scope must comply with California Building Code and current pool safety requirements.

   VI. Structural Plan(s) – showing details and calculations required to meet local regulations and safety codes.

   VII. Electrical and Lighting Plan(s) – showing design and details of electrical and light fixture types and locations. Client's electrical engineering consultant will be required to prepare and certify electrical documents including required wiring, sizing, connections, switching, and calculations to meet local regulations and safety codes.

   VIII. Any other plans and/or details needed to complete the 100% bid set of Plans, Specifications, and Estimate (PS&E).

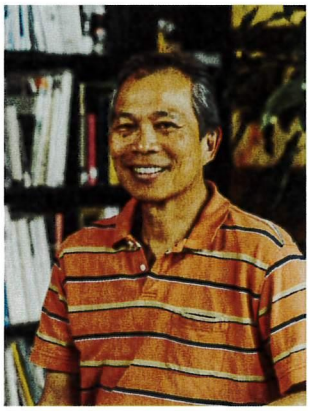
g. Review and incorporate all applicable comments from the City of Buena Park and all other involved agencies.
h. Prepare contract drawings with sufficient details for construction in accordance with City Standards, SPPWC, and any other applicable regulations. Consultant shall identify all Complete Street and Sustainable Street Design features on contract drawings.
i. Provide support services to City during bidding phase including but not limited to responding to Requests for Information (RFI) from bidders.
j. Provide support services to City during construction phase including but not limited to responding to RFIs and submittals from the Contractor.
k. The City will provide environmental approval through the California Environmental Quality Act (CEQA).

Deliverables

- List of standard and non-standard design features
- 30% preliminary design drawings
- 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

B. CONSULTANT'S REPRESENTATIVE

The primary representative to perform the services described in the scope of work is Edward Lok Ng, Architect, LEED AP, he has past experience in the completion of 9 swimming pool facilities, and over 20 beach restroom projects. The alternate representatives are Leonardo Arteaga, project manager, CASP and Kyle Ng, interior designer. Their resumes can be found below:



EDWARD LOK NG, ARCHITECT, LEED AP

PROJECT RESPONSIBILITY

- Maintain Client communication, lead overall design effort in form and function, compile client and user group input and day-to-day contact with Client.

EDUCATION

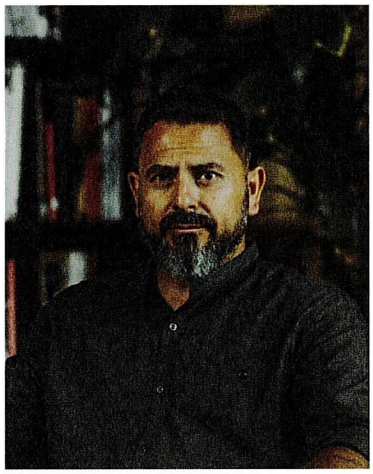
- Bachelor of Architecture, University of Hawaii, 1981

PROFESSIONAL REGISTRATION

- Licensed Architect, C-16840, State of California, 1986
- LEED Accredited Professional 2009
- Completed Accessibility Surveyor Training for State Leased Buildings and Facilities, State of California, since 2003

EXPERIENCE: Edward Lok Ng has been a member of BOA since 1982. Principal and Director of Design, Mr. Ng has over 40 years of experience in all phases of the design process. He has personally designed and managed over 500 municipal facility projects and over 300 parks and recreation projects, over 200 civic center renovation projects, 9 swimming pool facilities, and over 20 Beach Restroom projects (new and renovated), and over 30 park restroom projects. Note that he has designed pool renovation projects for the cities of Pasadena, designed beach restroom building recently for the cities of Long Beach, Redondo Beach, Newport Beach, and LA County at Torrance Beach. Also note that Mr. Ng designed the preliminary floorplans, renderings, and managed your Feasibility Study for this project. He leads a talented team of designers and consultants to ensure that design solutions effectively meet the clients' and users' needs while adhering to client's schedules and budget constraints. He is proficient in computer aided design (CADD). He has been the Project Manager Designer for numerous City Hall facilities, civic/public buildings, parks and recreation, pool facilities, and beach restroom projects. This experience coupled with Mr. Ng's dedication and commitment to design excellence has led to numerous honors and commendations for BOA. Currently and recently, Mr. Ng has been the Project Manager for the CSU Bakersfield swimming pool and locker room facilities feasability study, 4 beach-park restroom projects for the City of Newport Beach, 2 marina restrooms and showers at Alamitos Bay Marina for the City of Long Beach, and we just completed the design and construction for the Pasadena Villa Parke Pool facilities. As a certified plan review consultant to California's Division of the State Architect, Mr. Lok Ng has completed DSA-sponsored training as an Access Compliance Plan Reviewer and Accessibility Surveyor. As a member of the City of Long Beach Disabled Access Appeals Board since 1994 and the Design Review Board for the City of Downey since 1989, he has reviewed applications and appeals for a broad range of commercial and municipal designed projects. He is also LEED, AP Certified and has design several LEED Certified projects. His expertise on sustainability design will be a definite asset towards your sustainability goals.

LEONARDO ARTEAGA
PROJECT MANAGER, CASP



PROJECT RESPONSIBILITY
Apply and interpret technical requirements of the Americans with Disabilities Act and access provisions of the California Building Code. In addition, he will provide quality control of all Construction Documents for your project

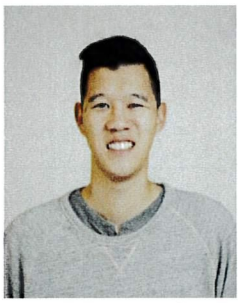
EDUCATION
Bachelor of Architecture, California State Polytechnic University at Pomona, 2002

PROFESSIONAL REGISTRATION
California Certified Access Specialist, 2009 - CASp #55

ICC-Certified Accessibility Inspector and Plan Examiner - #8088179

EXPERIENCE
Leonardo Arteaga is a Project Manager with expertise in applying and interpreting technical requirements of the Americans with Disabilities Act (ADA) and access provisions of the California Building Code (CBC). Mr. Arteaga is a California Certified Access Specialist. He graduated from California State Polytechnic University, Pomona, in 2002 with a Bachelor of Architecture degree and has been at BOA Architecture since 1997. In 2009, he successfully fulfilled the experience and testing requirements set forth by the Division of the State Architect (DSA) and became a California Certified Access Specialist. His experience ADA Compliance experience includes accessibility plan check services on behalf of the DSA-Los Angeles Basin Regional Office and the County of San Bernardino-Department of Risk Management, ADA Transition Plan and accessibility inspections, compiling inspection information into accurate and concise accessibility reports, cost feasibility reports, and code analysis roles covering all phases of barrier removal. His relevant experience and expertise includes all types of municipal facilities (City Halls, Pool facilities, Park and recreation, Community Centers) for ADA Compliance for the Cities of Long Beach, Placentia, Irvine, Huntington Beach, and for the State of California DMV at Oxnard. Other experience include DSA-LA Basin Region Office – Consultant Access Compliance Plan Reviewer (2008-2011), County of San Bernardino, CA – Inspection, Review and Analysis, and ADA Title III Private Entity Accessibility Surveys – multiple facilities.

KYLE NG
PROJECT MANAGER, DIRECTOR OF INTERIOR DESIGN



PROJECT RESPONSIBILITY

Equipped with a BFA in Interior Architecture (from CSU Long Beach) and Masters of Architecture (Cal Poly Pomona), Kyle is BOA's Director of Interior Design. Kyle offers valuable design insight and is in-charge of interior design directions, and is responsible for our extensive interior materials library and resources. He works to spearheads the production of interior design construction documents; drawings, specifications, and 3-dimensional modeling. He also coordinates with Clients and our sub-consultants/engineers to resolves critical interior design issues.

EDUCATION

Masters of Architecture
Cal Poly Pomona University, 2017
BFA, Interior Architecture from CSU Long Beach
Licensure in Progress

YEARS OF EXPERIENCE

Employed by BOA since 2010

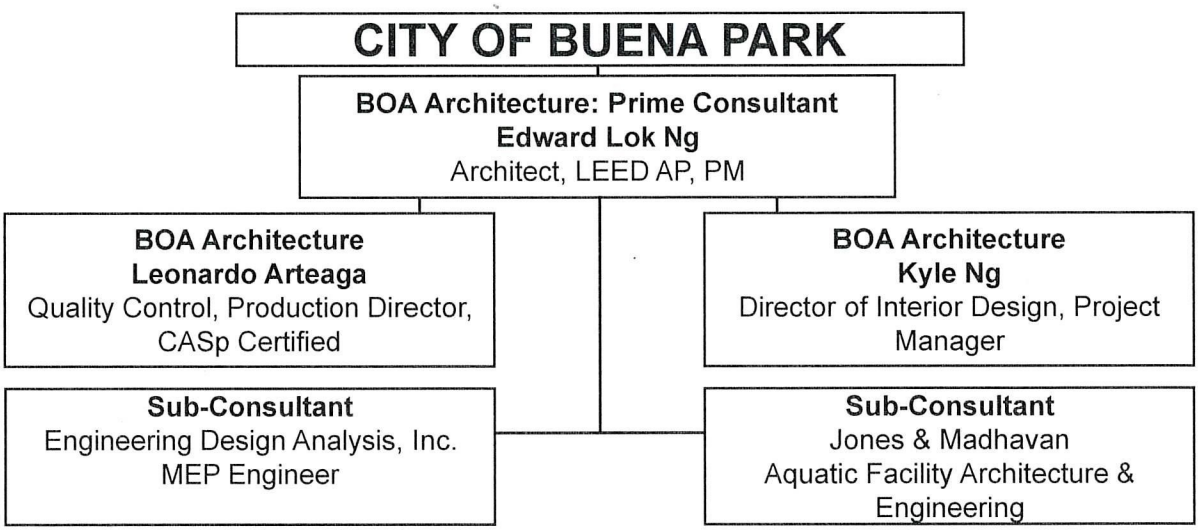
EXPERIENCE

Kyle has been a member of BOA since 2010, with over 10 years of architectural experience in all phases of a project, from conception, through construction, and project close-out. He has experience in both private commercial and especially public works interior renovation projects for numerous public clients; understanding the goals of the Client and that open communications are the keys to a successful project. He leads the interior design and production effort to ensure that design solutions effectively meet the clients' and users' needs and goals while adhering to client schedules and budget constraints. He is advance-proficient in both Computer Aided Design (CADD) and in BIM Revit 3D 2020. He has been the Project Manager for interior design projects for numerous public agencies; Cities of Irvine, Costa Mesa, Laguna Beach, Laguna Niguel, Pasadena, and for LA County ISD, CSU Fullerton, and Orange County Fire Authority. Kyle's wide variety of interior Public Works design work experience includes:

- Root Vision Dental Office, interior renovation & exterior façade improvement
- Historic Long Beach Restaurant restoration and re-creation, 4251 Long Beach Blvd.
- OC Fire Authority, Fire Station #41 Air Operations interior addition-renovation
- City of Laguna Beach City Hall interior renovation, various locations
- City of Costa Mesa Finance Dept. interior renovation
- City of Laguna Niguel Senior Center interior renovation
- LA County ISD, interior & exterior renovation at 4 Social Services locations
- City of Pasadena Police Dept. renovation to 3 floors, and Interior Design for 3 fire stations
- CSU Fullerton new KHS Pool and Locker room renovation
- CSU Fullerton rennovation to student Recreation Ctr. pool deck
- Pasadena Villa Parke Community Ctr. and Pool renovation
- CSU Bakersfield swimming pool and locker room facilities feasibility study

C. PROJECT TEAM

PROJECT TEAM ORGANIZATION CHART



Please note that BOA Architecture, as the prime-consultant, will be responsible for all aspects of your project, including architecture and engineering. Our sub-consultants that are listed above are all State of California licensed professionals in their respective disciplines and have teamed with BOA on numerous past Public Works Architecture Projects. EDA's full qualifications are available upon request, and Jones & Madhavan's qualifications are included in section G. Subconsultants.

Mechanical Electrical Engineering: Engineering- Design-Analysis (EDA) 10231 Slater Ave., Suite 203, Fountain Valley, CA 92708 Kevin Friedman, P.E. CA State License# 27267- holds a BSME from Purdue University. Mr. Friedman has over 40 years' experience in Public Works projects in facilities planning and design, interiors design, special building systems planning and design, laboratory design, controls, energy conservation, and computerized building modeling and simulation for commercial and public works projects. BOA has worked with EDA for over 30 years.

Jones & Madhavan, Swimming Pool Design Consultant: See Section G. Subconsultants for their full qualifications. Please note the Jones & Madhaven designed the pool equipment room, and pool equipment for your Feasibility Study for this project.

D. REFERENCES & SIMILAR PROJECTS

CSU Fullerton	Laura Riegler, architect, PM for CSUF KHS New Pool and Pool Equipment & for the Student Rec. Center pool deck renovation, and new olympic pool facility lreigler@fullerton.edu (657)253-3680
City of Pasadena (2018-Current) 100 North Garfield Ave, N306 Pasadena, CA 91101	Tiffiny Chen, PE, PM for Villa Parke Community Center building addition and renovation & pool renovation tchen@cityofpasadena.net (626)744-6771
City of Irvine 6427 Oak Canyon Irvine, CA 92618	Alex Salazar PE, PM for Woolette Aquatic Center Locker room Remodel, City Council Chambers, City Hall, & Community Centers asalazar@cityofirvine.org (949)-724-7408
City Bellflower (2016-2020) 16600 Civic Center Dr. Bellflower, CA 90706	Bernie Iniguez, PM for Thompson Park Pool & Locker Room Renovation biniguez@bellflower.org (562) 804-1424
City of Cypress (2018-Current) 5275 Orange Avenue Cypress, CA 90630	Nick Mangkarakiri, PM for the renovation to the Cypress City Hall , Senior Center, & Community Center nmangkai@cypressca.org (714) 229-6729
City of Irvine (2015-2018) and City of Newport Beach	Mark Carrol, former Irvine Public Works OSF Director, PM for Irvine Workplace safety projects & renovations to City Halls and OSF building mcarroll@dmceng.com (949) 294-0047
City of Newport Beach 100 Civic Center Dr Newport Beach, CA 92660	Tom Sandefur, P.E., PM for 8 beach restrooms renovation projects, renovation to main library, & Cliff Drive Community Center tsandefur@newportbeachca.gov (949) 644-3321

In the following pages we have included numerous projects completed by the current BOA staff that are relevant to the design of your project. We have attached, new and remodeled swimming pool facilities, community centers, and other similar projects for your review.

CITY OF BELLFLOWER
INDOOR POOL & LOCKER ROOM REMODEL



Indoor Pool Before Renovation



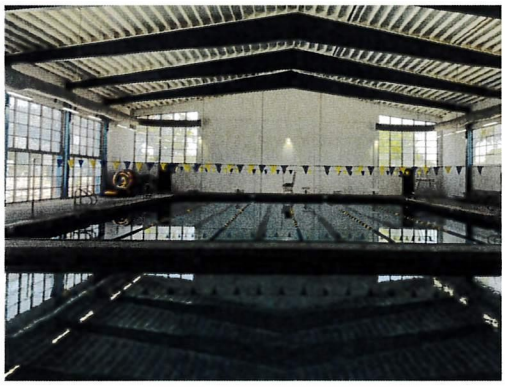
Rotted Wood Roof Framing



Locker Room Before Renovation

Project: Bellflower Aquatic Center, Indoor Pool Locker Room Renovation **Construction Cost**: $1,500,000
Location: Thompson Park, Bellflower, CA **Architect Team**: Edward Lok Ng, Leo Arteaga
Client: City of Bellflower Dept. of Public Works, contact: Bernie Iniquez (562) 760-3250 **Year Built**: 2020
Project Description: BOA Architecture was commissioned to repair and improve an old 1960's indoor pool building and its locker rooms. Our challenges were to replace all the rotted wood framing in the locker rooms. The wood studs had rotted from decades of water seepage from showers, and from the maintenance staff "hose down" the floor twice per day and pool operations (patrons are typically dripping wet when using the locker rooms). BOA's solution was to carefully sawcut the entire locker room concrete floor, and install new concrete floors sloping and install numerous new drains, to expel water quickly. We designed new concrete curbs to protect new and existing wood stud walls from moisture, rot, and corrosion damage. All rooms were designed have at least 2 floor drains to push water out of each room quickly. New fiberglass doors and door frames provided corrosion protection and allow "hosing-down" of concrete floors in every room. The swimming pool locker rooms can accommodate over 100 swimmers with newly renovated facility included; men & women locker room/showers/restroom, private dressing stalls. Plumbing fixtures and toilet room accessories were chosen for their reliability, low-maintenance and durability in a wet environment. We also remodel the entry lobby, staff offices, and swimmer check-in counter. Also, due to poor ventilation in the concealed ceiling of the indoor pool building, much of the wood framing plywood and roof rafters had rotted. BOA removed and designed a new exposed structural roof deck with exposed rafters and plywood. New rigid insulation and new PVC single-ply "cool roof" helped to moderate interior temperature. Multiple new, large capacity, heavy duty exhaust fans located at the roof ridge helped to promoted ventilation with slow air movement (for patron comfort) while moving large volumes of air. We design large new fabric air conditioning ducts that will not corrode for the existing air conditioning system. These enhancements to the existing mechanical system also expelled pool chemical odor and moisture before its corrosive effects can harm the steel structure. New high-efficiency, up and down, LED lighting replaced old and obsolete fluorescent fixtures, lit pool decks and featured the new exposed ceiling. The large existing structural steel beam were painted with marine grade epoxy painted to minimize further rust and corrosion.





After; New Ceiling Structure, New Lighting, New Fabric Ducts

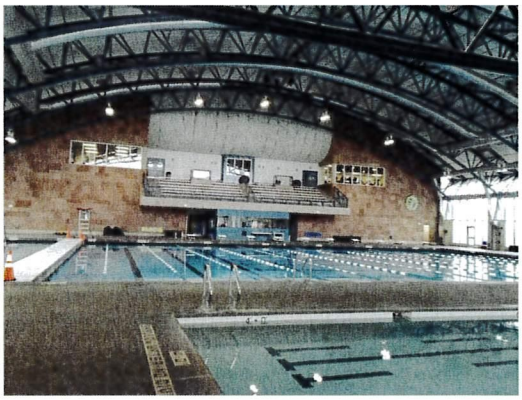


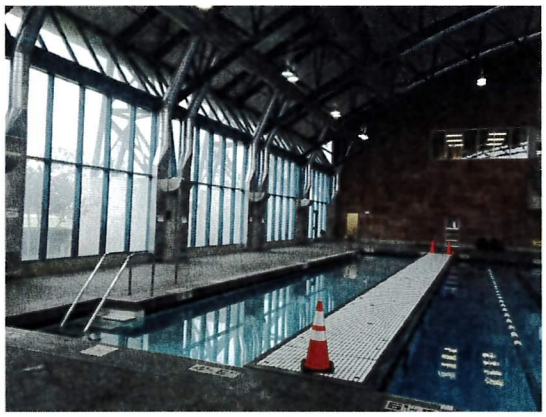
After; New Shower, New Locker Room

CITY OF COMMERCE
INDOOR POOL, ENHANCE VENTILATION STUDY

Construction Cost: TBD A/E Fee: $50,000 **Year Completed**: 2016
Location: 2535 Commerce Way. Commerce, CA 90040 **Architect Team**: Edward Lok Ng, Miguel Andrade
Client: City of Commerce Dept. Public Works, contact: Paul Banuelos, (213)814-5635, Gina Nila, (323) 722-4805
Project Description: This existing Indoor Pool was experiencing noticeable poor indoor air quality from lack of proper ventilation. BOA Architecture was commissioned to create a study/report and recommendations to mitigate poor air quality and enhance ventilation. BOA completed the Aquatorium Air Quality Report & Feasibility Study for the City of Commerce. BOA performed all data collection and site review necessary, analyzing and recommend options in a final draft and full report with cost estimates to the City of Commerce. Work includes but is not limited by the following:

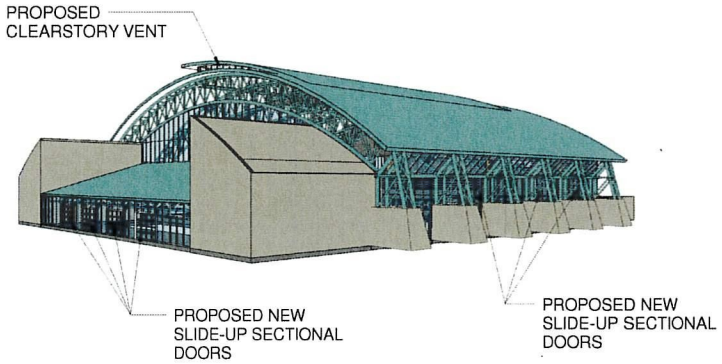
- Analyze data, calculate loads, and determine options for solutions.
- Provide rough cost estimates for solutions.
- Provide potential mechanical equipment retrofit opportunities
- Develop option(s) for natural ventilation that will not need mechanical air conditioning, especially for the times of the year with mild climate.
- Develop concepts that alleviate the issues and that will improve the City facility and programs.
- Options include plan layouts, conceptual drawings/ renderings, and other illustrations to show potential building alterations.
- Analyze and provide recommendations/options for expansion or modification of pool equipment room.





Existing Conditions

This new study provided recommendations to significantly improve air quality in the Aquatorium and provided the added option of going totally natural ventilation during mild weather conditions to save on energy cost. Currently the City of Commerce is waiting for funding from the City Council to proceed with all of BOA's recommendations.



Proposed Natural Vent

CITY OF COMMERCE
INDOOR POOL LOCKER ROOM RENOVATION



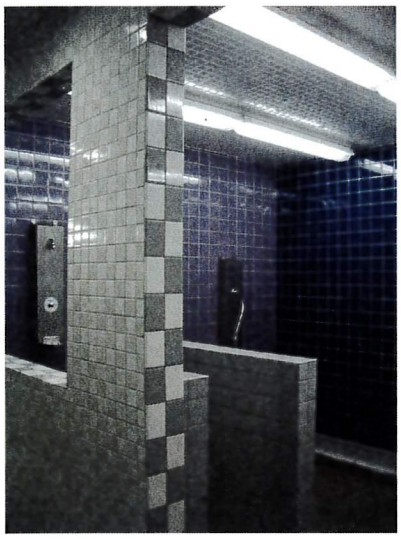


BEFORE

Project: Commerce Indoor Pool Locker Room Renovation **Construction Cost**: $1,000,000 **A/E Fee**: $90,000 **Location**: 2535 Commerce Way. Commerce, CA 90040 **Architect Team**: Edward Lok Ng, Miguel Andrade **Client**: City of Commerce Dept. of Public Works, contact: Mike Halsey (213)820-5889 **Year Built**: 2012

Project Description: Our renovation challenge was to fully integrate floor drains into an existing swimming pool locker room that did not have any floor drains. The maintenance staff "hose down" the floor twice per day and pool operations (patrons are typically dripping wet when using the locker rooms) demanded a lot of floor drains to expell water quickly. BOA's solution was to carefully sawcut out the entire concrete floor while leaving the interior walls in-place, and install new concrete floors sloping to new drains. We provided new concrete wall curbs to protect existing metal stud walls from moisture damage and corrosion. New, large, heavy duty exhaust fans and added air conditioning promoted ventilation with slow air movement (for patron comfort) while moving large volumes of air. This enhancement to the existing mechanical system also expelled pool chemical odor and moisture before its corrosive effects can harm the steel sub-structure. All rooms have at least 2 floor drains to push water out of each room quickly. New fiberglass doors and aluminum door frames were raised 4" to enhance corrosion protection and allow "hosing-down" of concrete floors in every room. The swimming pool locker rooms can accommodate over 300 swimmers. This newly renovated facility also included; central bag check-in, men & women locker room/showers/restroom, swimmer sauna rooms, private dressing stalls, staff locker rooms with showers, family dressing rooms. Plumbing fixtures and toilet room accessories were chosen for their reliability, low-maintenance and durability in a wet environment.

AFTER



New Semi-Private Showers



New ADA Accessible Shower Stall



New Dressing Stalls & Floor Drains

CSU FULLERTON
NEW KHS POOL

Project: New KHS Pool and Deck **Architect Fees**: 120,000 **Construction Cost**: $5,500,000
Location: CSUF campus, Fullerton, CA **Architect Team**: Edward Lok Ng, Leo Arteaga, Kyle Ng
Client: Calif. State University Fullerton, contact: Joel Gonzalez PM (714) 732-2850 **Year Built**: Oct. 2022

Project Description: BOA Architecture completed the design phase with construction to finish Oct. 2022. BOA Architecture was commissioned by Turner Construction Co. in a Design-Build effort to replace 2 existing smaller pools to build a new Olympic size pool on the CSUF campus. Along with the new pool, the old pool equipment building was completely gutted to make way for new pool filters, circulation pumps, improved water pits, along with their associated plumbing pipes. On the new concrete pool deck included integrated concrete pool coping with gutters, stairs, slim-line slotted deck drains, lifeguard stands, starting blocks, bulkhead to divide into 2 water polo pools, light poles, new competition scoreboard, new bleachers with shade structures. We also remodel the men & women locker room for ADA compliance. Still under construction are the bleachers and shade structures. Also in construction is the South Entry facade wall, which will provide a perfect location for a donor wall and new signage. When completed, it will be an inviting entry symbol to the new KHS Aquatic Complex.



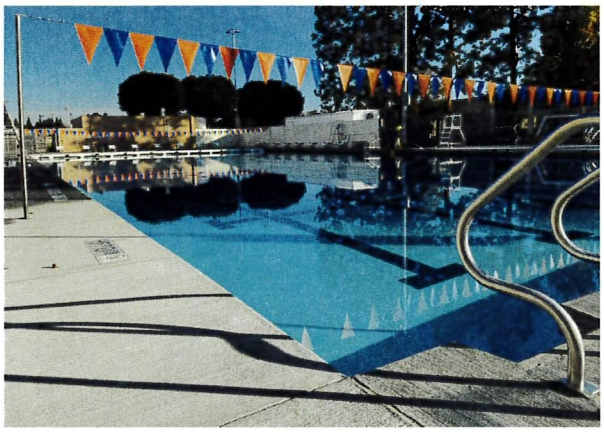
BEFORE



Proposed New Pool with Bleachers, Shade Structures



Proposed Entry Facade Wall with Donor Wall



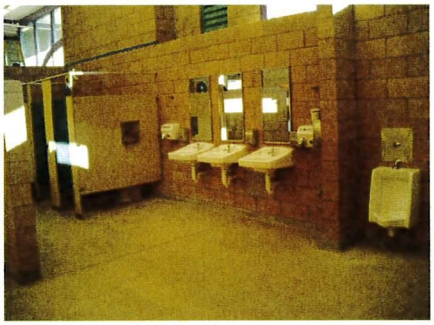
Completed New Pool & Pool Deck. Awaiting Shade Structure and Bleachers

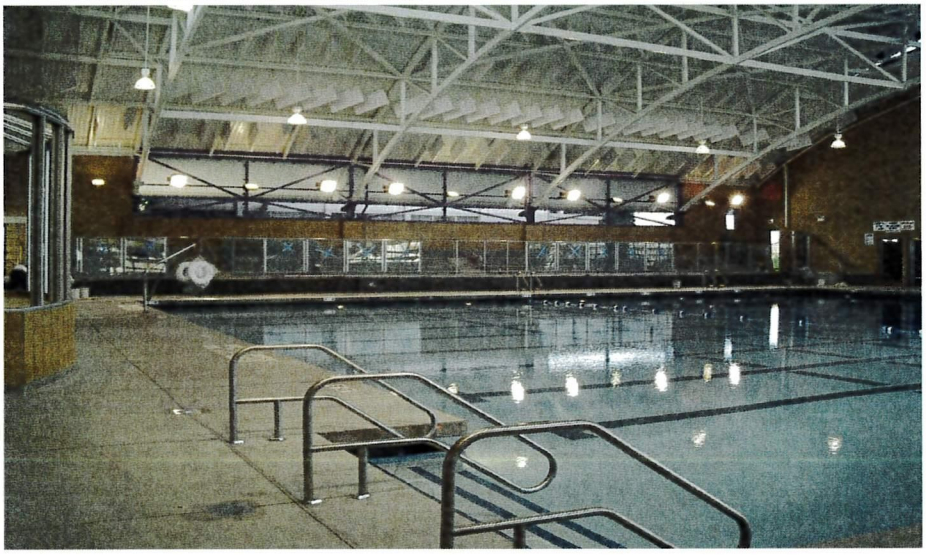


New Entry Pool Equipment

CITY OF LOS ANGELES
JESSE OWENS INDOOR SWIMMING POOL FACILITY





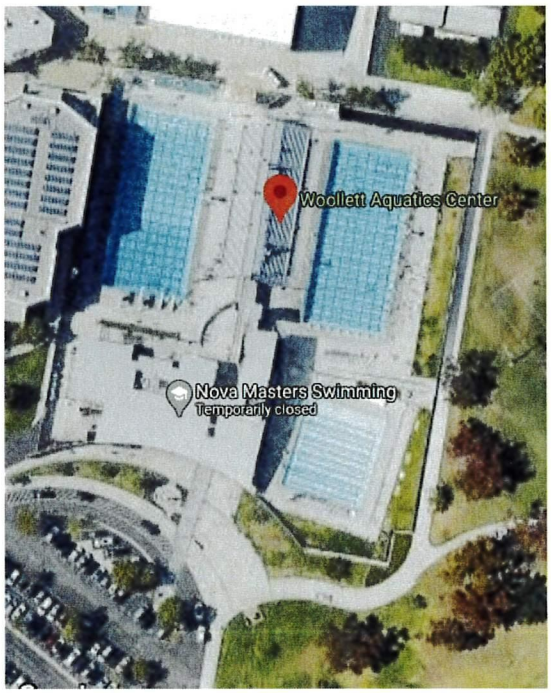


Project: Jesse Owens Indoor Swimming Pool Facility **Location**: 9835 S. Western Ave. Los Angeles, CA 90047 **Construction Cost**: $4,000,000 **Year Built**: 2005 **Client**: LACO, Dept of Parks/ Recreation & Dept. of Public Works, contact: Antonio Miro (626)300-2342
Architect Team: Edward Lok Ng; project manager, Glenn Dea,
Project Description: Our Sustainable Design (LEED) challenge was to fully integrate natural ventilation into the design of a 19,000 s.f. indoor recreational swimming pool building. BOA's solution was a dynamic double-curved roof structure oriented to take advantage of the westerly prevailing winds in the Mediterranean climate of Southern California. Large expanses of screened window area and slide-up glass doors on the east side of the building promoted wind drafting(or pulling air from the west side). Large areas of screened clearstory windows expelled pool chemical odor and moisture before its corrosive effects can harm the steel roof structure. All rooms have at least 2 window openings on different walls to push air in and out of each room. Integration of natural ventilation into the building design deleted all cost that would be normally allocated for a HVAC and dehumidification system. Steel roof trusses, wire mesh security screens, and handrails/guardrails were galvanized and painted for corrosion protection and durability. Steel doors and door frames were raised 4" to enhance corrosion protection and allow "hosing-down" of concrete floors in every room. The swimming pool can accommodate over 300 swimmers and 8 racing lanes in meters and yards. This facility also included; 25 meter x 25 yard swimming pool with oversized scum gutters for superior water balance, 1 and 3 meter diving boards, concrete grandstand for 160 people, indoor pool equipment rooms, central bag check-in, men & women locker room/shower/restroom, swimmer/staff training room, family dressing room, lifeguard facilities, and a centrally located manager's office. Acoustical ceiling baffles provide sound attenuation for spectators and swimmers. Outdoor amenities included large sundecks and a large entry plaza gathering area for large swim events. Landscaping geometric patterns reflect the building's double-curved roof. Hardy, low-maintenance yet colorful trees and shrubs help define the entry plaza.

CITY OF IRVINE

WOOLLETTE AQUATIC CTR. LOCKER ROOM & ACID ROOM, REMODEL

Project: Woollett Aquatic Center Locker Room & Acid Room Remodel **Construction Cost**: $300,000
Location: Woollett Aquatics Center, Irvine, CA **Architect Team**: Edward Lok Ng, Leo Arteaga
Client: City of Irvine Dept. of Public Works, contact: Chris Brown (949) 568-0482 **Year Built**: 2018
Project Description: BOA Architecture was commissioned to renovate and improve restrooms, locker rooms, and shower rooms for ADA Compliance and health/privacy improvements. To convert "gang" type showers to private shower/changing room stalls, BOA's solution was to carefully sawcut the entire shower room concrete floor and install new concrete sloping floors and install numerous new individual drains, to expel water quickly and without mixing wash water with the adjacent shower stall. We designed new concrete curbs with solid phenolic partition to redirect the shower water. A design challenge was to aesthetically conceal (within a tall, vaulted ceiling space) the numerous vent pipes needed for the new floor drains. We accomplish this by hiding them between shower partitions. New epoxy floors, new solid phenolic partitions and doors and stainless-steel hardware provided corrosion protection and allow "hosing-down" of walls floors in every room. The swimming pool locker rooms and restrooms were improved with new vanity countertops, mirrors, and LED lighting. Exposed plumbing pipes were screened from a direct view with a series of decorative steel mesh screen panels. ADA Compliance renovation included retrofit of the accessible showers, corrected floor slope issues, new vanity countertop and lav. sinks, new restroom/shower accessories. Lastly, we redirected the flow of air in the acid room with custom ducting and exhaust fans to solve health concerns for increased natural ventilation.





New ADA Shower Stall



New Vanity Countertop & Sink, Mirror, Lighting, and Screens



New Private & Individual Shower Stalls

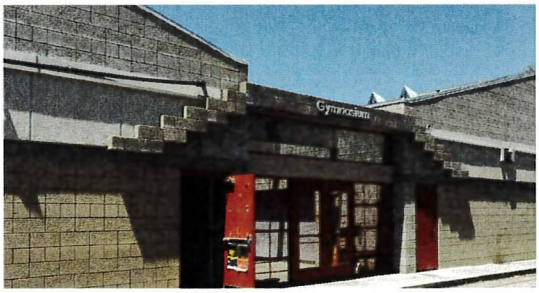
CITY OF PASADENA

COMMUITY CENTER REMODEL & POOL DECK/EQUIPMENT REPLACEMENT

Construction Cost: $1,000,000
Location: Villa Parke, Pasadena, CA **Architect Team:** Edward Lok Ng, Leo Arteaga, Miguel Andrade
Client: City of Pasadena Dept. of Public Works, **Contact:** Tiffiny Chen PE (626) 744-6771 **Year Built:** Nov. 2022
Project Description: BOA Architecture just completed the design phase with construction to start Dec. 2020. BOA Architecture was commissioned to modernize this old municipal community center and pool facility at the Villa Parke Community Center. The improvements to this expansive 2-story community center includes; bulletproof protective glass at the front public reception counter, new polish concrete flooring in the hallways, replace the roof leak damaged flooring and ceiling in the senior center community room, repair window leaks in multiple locations, and replaces the entire roofing (20,000 sf) with new PVC-TPO roofing. Most of the old pool equipment room will be replaced; pool filters, circulation pumps, pit submersible pump at backwash pit, boiler, and along with their associated plumbing pipes. On the pool deck, everything on the deck will be replaced; including; pool coping, stairs, deck drains, lifeguard stands, diving board, lockers, light poles,pool depth markers, bleachers, and remodel the pool locker room. A new feature that pool patrons will enjoy year-round is the new shade canopy structure that will protect the bleachers from the sun. New electrical power and lighting will allow for extended night-time activities such as; night swimming and movie-night at the pool with a big screen. The "gem" of this renovation project, is the addition of a new entry lobby for the existing Boxing Gym and Weight Room. The existing courtyard that is situated between the Boxing Gym and Weight Room will be demolished to make way for a new indoor lobby will have direct access to, not only the Boxing gym and weight rooms, but the basketball gym and the pool deck through the Weight Room.



Front Entry to Villa Parke Community Center



Existing Courtyard Between Boxing & Wt. Rm.


Proposed Interior of New Entry Lobby



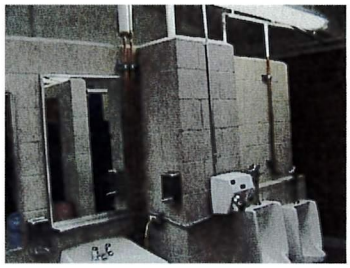
Proposed Exterior of New Entry Lobby


Proposed Interior of New Entry Lobby

CITY OF SIERRA MADRE
BATH HOUSE RENOVATION



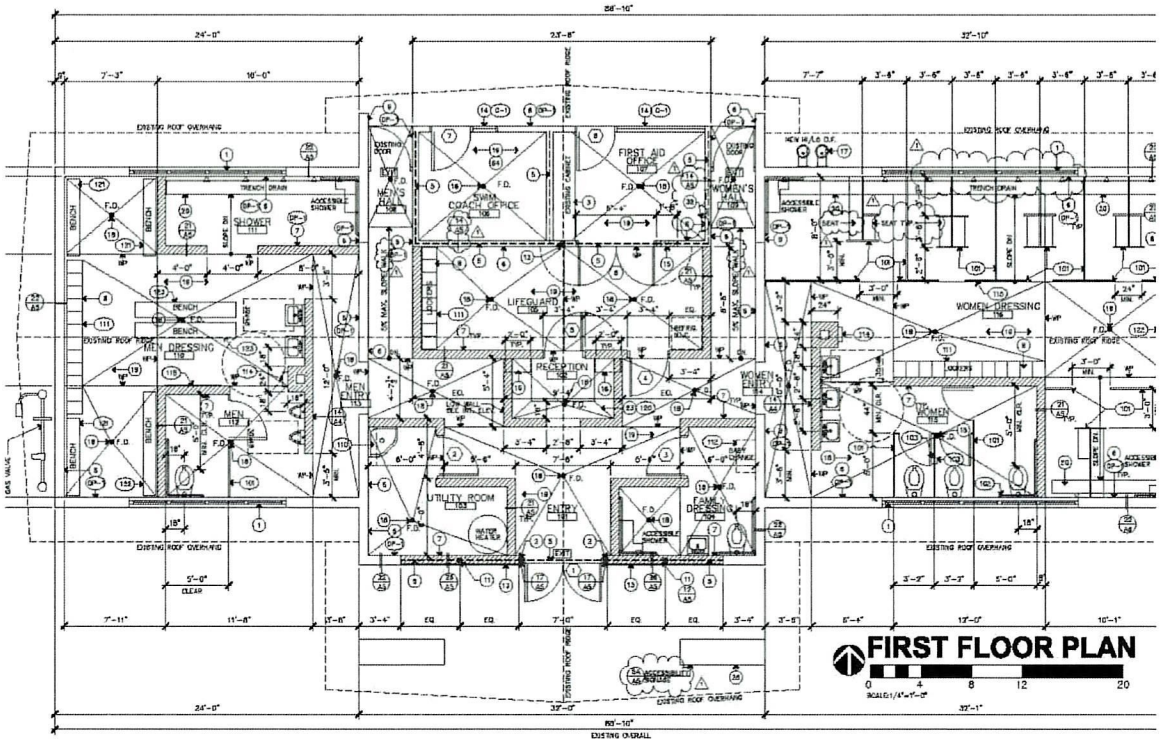
Locker Rooms



Restroom Area



Benches

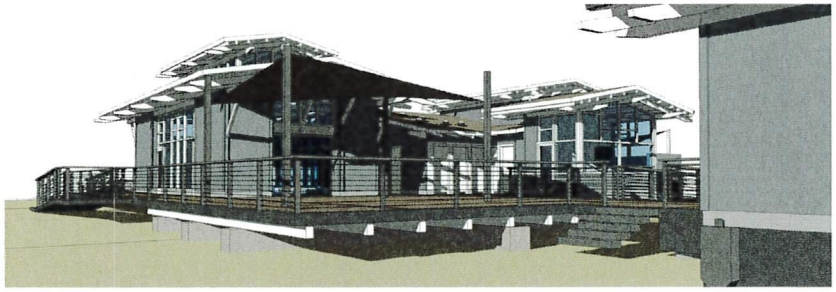


Project: Sierra Madre Bath House Renovation, Sierra Madre, CA **Construction Cost**: $200,000
Year Built: 2004 **Client**: City of Sierra Madre, Dept. of Public Works, **Architect Team**: Edward Lok Ng; project mgr., Glenn Dea, Anthony Wu
Project Description: BOA was commissioned to completely demolish and redesign the interior of the City's 2000 sf. Bath House. It was old and dilapidated, plumbing fixtures were corroded and wood framed interior walls were rotted. The construction budget was very tight, so BOA had to be very creative. BOA's solution was to make the interior as open as possible, both for security/surveillance and to enhance natural ventilation. Large areas of screened clearstory windows aided to evacuate pool chemical odor and shower moisture before its corrosive effects can harm the wood roof structure above. Most rooms have at least 2 window openings on different walls to push air in and out of each room. Integration of natural ventilation into the building design omitted all costs that would be normally allocated for a HVAC and dehumidification system. Large skylights provide natural lighting and helped to reduce energy cost. Steel doors/door frames were raised 4" to enhance corrosion protection and allow "hosing-down" of concrete floors in every room for easy maintenance. Epoxy coated interior CMU walls also made walls/partition easy to keep clean. An abundance of new floor drains helped keep the shower/locker room floors as dry as possible. Benches were wall mounted as much as possible to facilitate cleaning of the floors. This newly renovated Bath House now has central check-in, men & women locker room/shower/restroom, private and semi-private shower stalls, plastic waterproof lockers, swimmer/staff office, lifeguard facilities, and a central water heating.

CITY OF LONG BEACH
PROPOSED NEW LEEWAY SAILING CENTER



Existing Conditions





PROPOSED NEW LEEWAY SAILING CENTER, LEED Silver Certification

Project: Leeway Sailing Center, Pier, and Floating Boat Docks 100% Construction **Documents Competed**: 2019 **Client**: City of Long Beach, Public Works Dept. for Parks, Recreation & Marine Dept. Reuben Tolentino 714-412-5672 **Architect Team**: Edward Lok Ng, Miguel Andrade **Construction Cost:** $5,600,000 A/E Fee: $600,000

Project Description: Located on the beach of Alamitos Bay in Long Beach, CA, BOA designed a new 6000 s.f. Leeway Sailing Center that will architecturally appear like a "sailing facility" and residential in character to blend with nearby homes. The new blue-gray color shingle siding recalls "Cape Cod" craftsman architecture and respects the architecture of the existing Leeway Sailing Center. Proposed gracious roof eave extensions supported by multiple knee braces appears to "float" over sailing classrooms, sailboat storage bays, administrative offices and staff areas. Outdoor boat storage areas and viewing deck will be shaded with sail fabric tension canopies to add to the flavor of this sailing facility. The project also includes a 100' long concrete decked pier, floating docks for 30 boats, and a 400 s.f. of tenant least space for the "Gondola Get-Away" operator that will be located on the Pier. The new Leeway Sailing Center will offer academic and hands-on instructions to the community. Younger and older children will be able to sail city owned sabots, sailboards, kayaks and other small watercrafts. LEED Silver Certification design features include; high-content recycled building materials, drought tolerant planting, permeable paved surfaces that allow rain water retention/infiltration, high-efficiency dimmable lighting, and extremely low flow plumbing fixtures to minimize water usage. It should be noted that the floor plan was designed to maximize exterior exposure such that as many rooms as possible would have windows for natural lighting and natural ventilation. Open-able upper clearstory windows promotes up-draft, further enhancing natural ventilation. All windows were specified with high-efficiency and dual glazing. Gracious roof overhangs protect windows from direct solar heat gain. A dramatic energy saver was blending natural ventilation with a high-efficiency space heating system. Because of the mild beach climate in Long Beach, and through sensor operable windows thru-out the facility, we anticipate that natural ventilation will be used 95% of the time for interior temperature control. The attached public beach restrooms will include 5 changing rooms with toilets, a bank of common lavatories and outdoor showers. Ease of maintenance and resistance to ocean corrosion were important considerations in the design of the facility. As a result, heavy-duty stainless steel plumbing fixtures were used at public restrooms. Fiberglass doors and frames, fiber cement siding, dense concrete-mix with epoxy coated rebars, and aluminum storefront frames/garage doors were chosen for the entire facility for corrosion resistance. Liquefaction and a high-water table were geotechnical issues that needed special attention. Thus, 50' long driven piles & structural concrete slab with grade beams will be used to mitigate differential settlement and sand/soil instability. The public art feature includes a flat plate stainless steel "ocean wave" pattern mounted on over 300' of guardrails. Another public art component will be mosaic tile pattern on the entry plaza floor to done by a commissioned local artist.

E. SCHEDULE

DESIGN SCHEDULE FOR: Sep. 25, 2025
BUENA PARK PEAK PARK POOL BUILDING RENOVATION

the following is our proposed design schedule:

Kick-off Meeting **Oct 27, 2025**
- continue scope and cost

Submit 30% Schematic Design **Jan 30, 2026**
Deliverables
- CADD Architectural demolition plan, site plan, floor plan
- cost estimate
- allow 2-weeks for City review

Submit 60% Design Development **Feb 30, 2026**
Deliverables
- CADD Architectural demolition plan, site plan, floor plan
- cost estimate
- allow 2-weeks for City review

Submit 90%, Construction Document **Mar 27, 2026**
Deliverables
- CADD Architectural/Engineering drawings sufficient to submit to building/safety dept.
- address comments from Client
- provide updated cost estimate
- draft specifications
- submit to Client and building/safety dept. for plancheck
- allow 3-weeks for City review

Submit 100% Construction Document **May 29, 2026**
Deliverables
- CADD Architectural/Engineering drawings
- address comments from Client and building/safety dept.
- provide updated cost estimate
- final specifications
- submit to building/safety dept. for back check

Our workload is such that we can begin design immediately upon your Notice to Proceed.

BOA ARCHITECTURE



Edward Lok Ng, Architect/ LEED AP

G. SUBCONSULTANT

To offer you the best possible design service, we have retained Jones & Madavan to be an intergral part of our design team. Jones & Madavan will assess your existing pool equipment and it's functionality, and provide design options for improvement. Jones & Madhavan will design the pool equipment room and the network of pipes to operate your existing pool. Their qualifications are included in the following pages. Their industry "niche" is the design of public pools for public entities, cities,counties, and schools. BOA has worked with Jones & Madavan on 3 previous projects and are currently working together for the City of Santa Ana Portola Park splash pad and restroom building project. Their specific task for this project is identified in a breakdown in BOA's overall Fee Spreadsheet. Due to page limitations, we have not included their full qualifications, however they can be provided upon request.

PROJECT TEAM

SWIMMING POOL & POOL EQUIPMENT CONSULTANT



Role: Mechanical Engineer

Firm: Jones & Madhavan

Licensure: California Mechanical Engineer M25446

Education: California Polytechnic State University, San Luis Obispo
Bachelor of Science, 1984

Affiliations: American Society of Mechanical Engineers
National Council of Examiners for Engineering and Surveying

As a founding member of Jones & Madhavan, Mr. Doug Jones contributes nearly 35 years of aquatic specific mechanical engineering expertise to every project. He has a full understanding of various filtration, sanitation, circulation and heating systems available for aquatic facilities and has researched the positive and negative aspects of each with respect to performance and system life. This knowledge allows him to select and design the most suitable system based on existing utility limitations and the owner's unique operational requirements. His public aquatic facility experience in California includes:

- American High School, Fremont
- Belmont Temporary 50-Meter Pool, Long Beach
- Blackberry Farms Picnic Grounds, Cupertino
- CSU East Bay, Hayward
- Joinville Pool, San Mateo
- Paramount Park, Paramount
- Vallejo Plunge, Vallejo
- Vintage High School, Napa
- Pool Modernization at 4 School Sites, Fremont USD

Mr. Jones will be the Mechanical Engineer and work directly with other project team members to coordinate common components. He will also meet with City Staff to determine specific maintenance and operations requirements as they relate to the aquatic systems and be responsible for all mechanical systems.

DOUG JONES, P.E.

AQUATIC EXPERIENCE

Project: Anthony Munoz Community Center

Client: City of Ontario

Project Description: 25-yard recreation pool designed to accommodate learn to swim programs, adult recreation classes, open recreational swim programs and lap swimming.

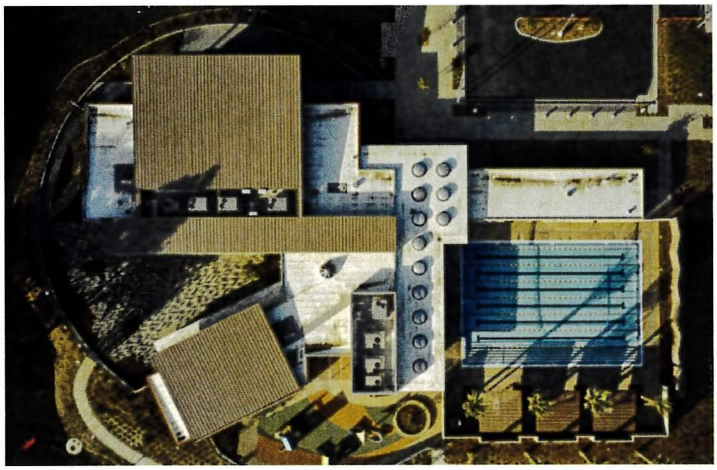
Consultant Services: Design, engineering and construction support services for the pool and associated mechanical systems.

Dollar Value: $750,000

Client Contact:

Mr. Robert R Coffee
Robert R. Coffee Architects & Associates
1200 Quail Street, Suite 210
Newport Beach, CA 92660
(949) 760-8668 Tel
robert@robertcoffeearchitects.com





DOUG JONES, P.E.

AQUATIC EXPERIENCE

Project: Belmont Temporary Pool

Client: City of Long Beach

Project Description: 50-meter competition pool with moveable bulkhead, elevated structural pool deck and associated mechanical systems. The pool was designed to meet NCAA and other national competition standards.

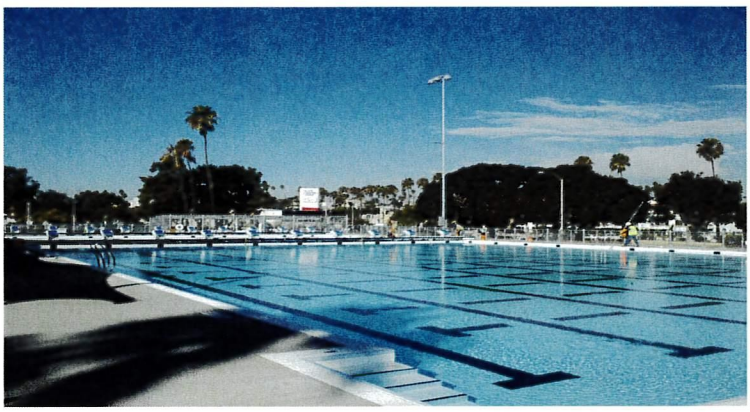
Consultant Services: Design, engineering and construction support services for the pool, elevated structural pool deck and associated mechanical systems.

Dollar Value: $2.5 million

Client Contact:

Mr. Larry Ryan, Principal
RJM Design Group
1591 Camino Capistrano
San Juan Capistrano, CA 92675
(949) 493-2600 Tel
larry@rjmdesigngroup.com





DOUG JONES, P.E.

AQUATIC EXPERIENCE

Project: Robinson Family Aquatic Center

Client: Crespi Carmelite high School

Project Description: 50-meter competition pool with 65-foot recreational pool and associated mechanical systems. The competition pool was designed to meet CIF and USA Swimming national competition standards.

Consultant Services: Design, engineering and construction support services for the pool and associated mechanical systems.

Dollar Value: $2.9 million

Client Contact:

Mr. Scot Oehlbert, Architect
Pica + Sullivan Architects. Ltd.
145 South Fairfax Avenue, Suite 403
Los Angeles, CA 90036
(323) 653-7124 Tel
scot@picasullivan.com





DOUG JONES, P.E.

AQUATIC EXPERIENCE

Project:	Verdugo Park Aquatic Center
Client:	City of Burbank
Project Description:	50-meter competition pool designed to meet national aquatic competition standards; a 2,800 sf activity pool with zero depth entry, play features and waterslide; a 6,350 sf bathhouse building; a 2,000 sf mechanical building; and site improvements.
Consultant Services:	Design, engineering and construction support services for the locker building, mechanical building, pools and site amenities.
Dollar Value:	$5.9 million
Client Contact:	Ms. Marisa Garcia, Parks & Recreation Director City of Burbank 150 N. Third Street Burbank, CA 91502 (818) 238-5310 Tel mgarcia@burbankca.gov





DOUG JONES, P.E.

AQUATIC EXPERIENCE

Project: de Mandel Pool Complex at Occidental College

Client: Occidental College

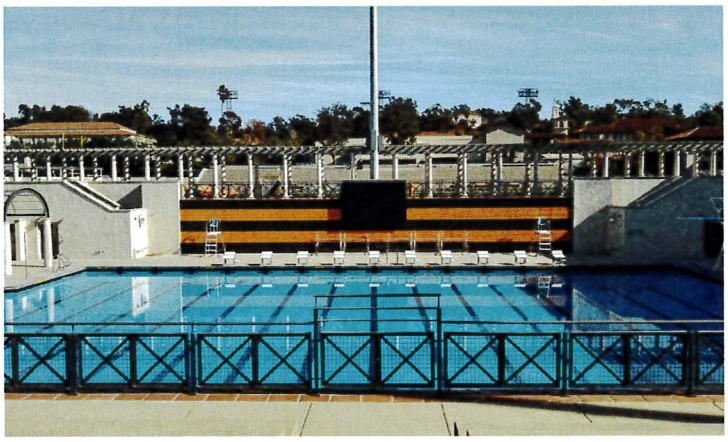
Project Description: 44-meter competition pool designed to meet NCAA competition standards for swimming, diving and water polo. Mechanical systems were designed to communicate with a campus-wide energy management system.

Consultant Services: Design, engineering and construction support services for the pool and associated mechanical systems.

Dollar Value: $1.4 million

Client Contact: Mr. Greg Ochoa, Senior Project Manager
Occidental College
1600 Campus Road
Los Angeles, CA 90041
(323) 259-2669 Tel
gochoa@oxy.edu





SEPTEMBER 25 , 2025

CITY OF BUENA PARK

RFP FOR
PEAK PARK POOL BUILDING RENOVATIONS PLANS, SPECIFICATIONS AND ESTIMATE

SAMPLE SIMILAR PROJECTS DESIGNED BY BOA:



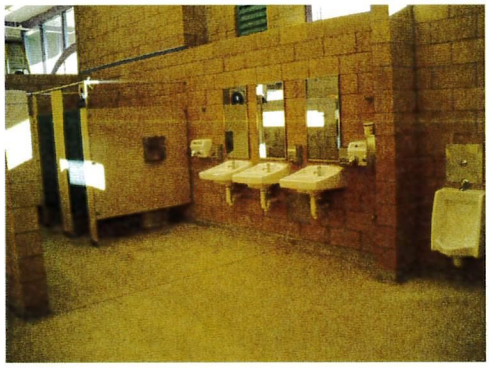
City of Commerce
Indoor Pool Locker Room Renovation



City of Commerce
Indoor Pool Locker Room Renovation



City of Irvine
Woollette Aquatic Center Locker Room Remodel



County of Los Angeles
Indoor Swimming Pool Facility



County of Los Angeles
Indoor Swimming Pool Facility

BOA Architecture
Government Services

BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
1511 COTA AVENUE
LONG BEACH, CA 90813
PH: 562-912-7900

POINT-OF-CONTACT:
EDWARD LOK NG, PRESIDENT
LOK.NG@BOAARCHITECTURE.COM

F. DESIGN BUDGET

FIXED FEE PROPOSAL

Architecture and Engineering Services for:

Buena Park, Peak Park Pool Bldg. Construction Documents

date: Sept. 23, 2025 prepared by: BOA, Edward Lok Ng, Architect

	STAFF	HRS UNIT	HR RATE	COST	TOTAL
ARCHITECTURAL PRE-DESIGN					
kickoff mtg, visit site, confirm scope	PM	6 hrs	150	900	
prelim code research, ADA compliance	PM	4 hrs	150	600	
programing with User group	PM	4 hrs	150	600	
project management, mobilization	PM	8 hrs	150	1,200	
site assessment with engineering consultants & photos	sr.dsr	20 hrs	110	2,200	
CADD for conceptual floor plan layout	sr.dsr	10 hrs	110	1,100	
					6,600
ARCHITECTURAL SCHEMATIC DESIGN, 30%					
changes & design options to floor plan	PM	30 hrs	150	4,500	
3D & elevation design; ADA compliance, color/material selection	PM	30 hrs	150	4,500	
project management, coordination, minuetes, meetings	PM	20 hrs	150	3,000	
CADD	sr.dsr	80 hrs	110	8,800	
color renderings	sr.dsr	40 hrs	110	4,400	
construction cost estimate	PM	4 hrs	150	600	
					25,800
ARCHITECTURAL DESIGN DEVELOPMENT, 60%					
refinement schematic design	PM	30 hrs	150	4,500	
CADD	sr.dsr	60 hrs	110	6,600	
project management, coordination, minuetes, meetings	PM	30 hrs	150	4,500	
construction cost estimate	PM	4 hrs	150	600	
					16,200
ENGINEERING SUBCONSULTANTS, EXPENSES					
structural				15,000	
mechanical				12,000	
plumbing				10,000	
electrical				13,000	
swimming pool consultant, plumbing-electrical for equipment				75,000	
soils-geotechnical engineer				0	
expenses; prints, large prints, travel				300	
					125,300
ARCHITECTURAL CONSTRUCTION DOCUMENTS, 90% and 100%					
CADD-3D modeling of construction document drawings	sr.dsr	120 hrs	110	13,200	
design refinement, ADA compliance, special construction details	PM	40 hrs	150	6,000	
specifications in CSI format	PM	30 hrs	150	4,500	
construction cost estimate	PM	6 hrs	150	900	
project management, coordination, minuetes, meetings	PM	40 hrs	150	6,000	
quality control	PM	30 hrs	150	4,500	
submit for plancheck, corrections, resubmittals, approval	sr.dsr	20 hrs	110	2,200	
client corrections to comments, 100% submittal	sr.dsr	30 hrs	110	3,300	
					40,600
ARCHITECTURAL BID & CONSTRUCTION SUPPORT					
pre-bid on-site meeting	PM	4 hrs	150	600	
RFI & submittal response, adendas, bid review	PM	8 hrs	150	1,200	
4-on-site construction meetings, punchlist	PM	24 hrs	150	3,600	
on-call for weekly construction meetings	PM	20 hrs	150	3,000	
project management, RFI & submittal response	PM	80 hrs	150	12,000	
CADD-3D of construction document record drawings	sr.dsr	10 hrs	110	1,100	
					21,500
		TOTAL FEE			**$236,000**

JONES &
MADHAVAN
ARCHITECTURE
ENGINEERING

September 16, 2025

Mr. Edward Lok Ng
BOA Architecture
1511 Cota Avenue
Long Beach, CA 90813

Dear Lok:

Following is Jones & Madhavan's revised fee proposal for design services associated with the **Peak Park Pool Building Renovation** in the City of Buena Park. Our design fee will be $73,820 and include the following scope of work:

1. Site visits to verify and document existing conditions, and coordinate scope of work with City Staff.

2. Mechanical and electrical engineering design for identified scope of work above.

3. Provide space requirements for chemical rooms to be designed by BOA and its consultants.

4. Provide space requirements for expansion of pump pit to be designed by BOA and its consultants.

5. Design and documentation of the following pool components:

    a. Replacement of all pool mechanical equipment including filters, heaters, circulation pump, flow meters, chemical controller, and chemical feed systems.
    b. Replacement of valves, gauges, and strainers in equipment rooms.
    c. Replacement of pool piping in equipment rooms as necessary.
    d. Replacement of mechanical equipment electrical controls and sub-panel as necessary.

6. Prepare preliminary drawings and construction cost estimate for City review and incorporate any design changes.

7. Prepare construction drawings and technical specifications suitable for competitive bid process.

8. Assist BOA in securing plan approvals from the Orange County Environmental Health Department and City Building Department.

100 EAST THOUSAND OAKS BOULEVARD, SUITE 211 + THOUSAND OAKS, CALIFORNIA 91360 + TEL 805.777.8449 + FAX 805.777.8489 + WEBSITE: www.jmae.com

9. Answer questions and assist in the preparation of addendums if necessary, during the bid phase.

10. Respond to Contractor's requests for information during construction.

11. Review Contractor's submittals during construction.

12. Attend 2 construction site meetings to verify Contractor's work is in conformance with Contract Documents.

13. Attend site visit at Substantial Completion and prepare punch-list of items to be completed prior to final acceptance.

Related design components that are excluded from our scope of work include:

A. Structural design of pump pit expansion.
B. Architectural, electrical and mechanical design of chemical rooms, lighting, and ventilation.
C. Plumbing design of any code required building floor drains if existing drains are affected by the scope of work.
D. Electrical design for service to pool sub-panel if it's insufficient to accommodate new loads.

A breakdown of our design fee by phases in accordance with the attached fee schedule is as follows:

30% Preliminary Design	$27,040
60% PS&E Submittal	$11,160
90% PS&E Submittal	$11,160
100% PS&E Submittal	$17,040
Bidding & Construction Support	$7,420

Please call if you have any questions or need clarification on this proposal. We look forward to working with you on this project and continuing the relationship between our firms.

Sincerely,

JONES & MADHAVAN

Doug R. Jones, PE
Principal

JONES & MADHAVAN + ARCHITECTURE ENGINEERING

PEAK PARK POOL BUILDING RENOVATION
DESIGN FEE SCHEDULE

A. 30% Preliminary Design Submittal

1.	Nachi Madhavan, AIA – Architect	24 hours x $220 = $5,280
2.	Doug Jones, PE – Mechanical Engineer	64 hours x $220 = $14,080
3.	Kurt Niven, PE – Electrical Engineer	32 hours x $240 = $7,680
		Total = $27,040

B. 60% PS&E Submittal

4.	Nachi Madhavan, AIA – Architect	10 hours x $220 = $2,200
5.	Doug Jones, PE – Mechanical Engineer	32 hours x $220 = $7,040
6.	Kurt Niven, PE – Electrical Engineer	8 hours x $240 = $1,920
		Total = $11,160

C. 90% PS&E Submittal

7.	Nachi Madhavan, AIA – Architect	10 hours x $220 = $2,200
8.	Doug Jones, PE – Mechanical Engineer	32 hours x $220 = $7,040
9.	Kurt Niven, PE – Electrical Engineer	8 hours x $240 = $1,920
		Total = $11,160

D. 100% PS&E Submittal

10.	Nachi Madhavan, AIA – Architect	20 hours x $220 = $4,400
11.	Doug Jones, PE – Mechanical Engineer	40 hours x $220 = $8,800
12.	Kurt Niven, PE – Electrical Engineer	16 hours x $240 = $3,840
		Total = $17,040

E. Bidding & Construction Support

13.	Nachi Madhavan, AIA – Architect	5 hours x $220 = $1,100
14.	Doug Jones, PE – Mechanical Engineer	20 hours x $220 = $4,400
15.	Kurt Niven, PE – Electrical Engineer	8 hours x $240 = $1,920
		Total = $7,420

Total = $73,820

JONES & MADHAVAN + ARCHITECTURE ENGINEERING

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Locker Room Renovation



City of Commerce
Indoor Pool Locker Room Renovation



City of Bellflower
Thompson Park Pool Renovation

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COVER LETTER

City of Buena Park
Jason Tran, P.E., Assistant Engineer

September 25, 2025

Black O'Dowd and Associates, Inc. DBA BOA Architecture is pleased to submit its qualifications for your RFP for Buena Park Peak Park Pool Building Renovations Plans, Specifications, and Estimate. BOA has performed architectural design services on numerous Public Pools, Locker rooms, and other projects for multiple cities, counties, and public agencies in the greater Southern California region for the past 65 years. In addition, we have designed numerous public beach restroom renovation projects, which have very similar issues of rotted wood stud walls, rusted steel door frames, etc., that are common in "wet" rooms that are constantly being "hosed down". BOA has renovated over 10 recent Public Pool locker room projects and over 20 public beach restroom facilities. We are very familiar with design solutions to resolve issues of public pool locker rooms; the corrosion of metals, excessive moisture in the walls and ceilings, vandalism issues, metal corrosion, providing ventilation to mitigate wood rot, durability, and most importantly, we are familiar with how pool facilities should function. Our vast experience with so many recent similar projects will be a definite asset in the design of your pool locker room renovation project.

Since we have the same Design Team that completed your Feasibility Study and preliminary design of your pool building, we can "hit the ground running". It would be seamless and easy for us to implement design improvements as directed by your City Council, such as deleting the existing Spanish tile roof and making the roof-line to be more closely resemble the original building designed by the famous architect, Richard Neutra. We also plan to redesign the "wave" ceiling in the lobby, as the City Council commented that the "wave" ceiling design was "too busy looking".

BOA is an S-Corporation architectural firm, and a certified Minority Business Enterprise (MBE) by the federal SBA (Small Business Administration) in the State of California. BOA has been in continuous business since 1961 and has completed over 2000 architectural public works projects for over 80 local public agencies. The company's corporate owner and principal is Edward Lok Ng, licensed architect in the State of California. He has personally designed 9 pool locker room facilities and 20 beach restroom projects, over 30 park restroom projects, and over 50 municipal community centers.

BOA's design team will be headed by Mr. Edward Lok Ng, President of BOA Architecture. He will personally be the project manager for your Project. Currently BOA Architecture is a 10-person architectural firm with a competitive advantage in "smaller" municipal architectural renovation projects in the $30,000 to $3,000,000 construction cost range; 95% of our current design work is for cities such as your city. Our design staff and production systems are geared for these types of "smaller" and often "messy" modernization projects, and our design fees are reasonable and with "value added". Our recent past performance for other local cities has been good to excellent, and that the projects have been "on budget" and "on-time".

BOA Architecture's mission statement is to be a recognized leader in architecture and to consistently exceed our commitments to, and expectations of our clients, employees and design partners. We thank you for your time and consideration.

BOA FIRM PROFILE
Year Established: 1961
Years In Business: 63 years of continuous operation
Current Number of Personnel: 9
Structure of Organization: S CORPORATION Stockholder: Edward Lok Ng
Current Annual Dollar Volume of Work: $2,000,000
Level of Professional Liability Insurance: $2,000.000 Professional Liability, $2,000,000 General Liability
Federal Tax ID: 95-2632309

BOA ARCHITECTURE



Edward Lok Ng, Architect/ LEED AP

EXHIBIT D

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 E

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 28, 2025
NEW BUSINESS
Item No. 5C.

City Council Agenda Report

REORGANIZATION PLAN FOR THE COMMUNITY SERVICES DEPARTMENT TO ADD ONE LIMITED-TERM, FULL-TIME COMMUNITY SERVICES COORDINATOR POSITION TO COORDINATE THE EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP)

PREPARED BY	PRESENTED BY
Rebecca Valdez, Human Resources Manager	Rebecca Valdez, Human Resources Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a Limited-Term, Full-Time Community Services Coordinator position; and 2) Approve a budget amendment in the amount of $141,000 from the Undesignated General Fund Balance.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The Community Services Department is requesting to add one (1) Limited-Term, Full-time Community Services Coordinator position to effectively coordinate the growing Expanded Learning Opportunities Program (ELOP), currently being implemented in partnership with both the Centralia and Savanna School Districts.

ELOP is a state funded program that provides critical before-school, after-school, intersession, and summer enrichment programs for students in transitional kindergarten through sixth grade. These programs are designed to support the academic, social, emotional, and physical development of students through engaging, hands-on learning experiences that complement but do not replicate the regular school curriculum. In alignment with legislative intent, ELOP programs are pupil-centered, results-driven, and developed in collaboration with local School Districts.

The Community Services Department has served as a committed ELOP partner with the Savanna School District for the past three years, providing sports and cultural arts programming at Holder Elementary School, the only school within the Savanna School District located in Buena Park.

Six months ago, the Centralia School District approached the City to facilitate several components of its ELOP offerings at five Buena Park-based schools within the district. In response, the Community Services Department began delivering enrichment programming in sports, culinary arts, dance, and cheer, meeting the School District's need for high-quality, engaging out-of-school activities.

With ELOP programming now active across six school sites in two School Districts, the scope and complexity of coordination have significantly increased. A dedicated Community Services Coordinator is now essential to:

- Provide direct oversight and ensure consistent program quality across all ELOP sites.
- Coordinate staffing, scheduling, materials, and day-to-day operations.
- Serve as the primary liaison between the City and both School Districts.
- Ensure compliance with district and state requirements for expanded learning programs.
- Track outcomes and program participation data for continuous improvement.
- Support recruitment, onboarding, and supervision of part-time ELOP staff.

In addition, during summer months and school breaks when school is not in session, this position will be responsible for coordinating and overseeing the City's Summer Day Camp program and Citywide special events, ensuring seamless year-round programming that continues to meet the needs of Buena Park families.

Staff recommends adding this proposed Community Services Coordinator position at approximately $141,000 annually as a limited-term position based on current temporary funding sources. This position is being funded through the district contributions and program revenues. Continuation of the Limited-Term, Full-Time Community Services Coordinator position will depend on the future availability of these funds from the School Districts and ongoing program revenue.

BUDGET IMPACT

The full cost of one Limited-Term, Full-Time Community Services Coordinator at the top salary step, including benefits, is approximately $141,000 annually. To ensure this proposal is cost-neutral, staff seeks approval to structure a sustainable funding model as follows:

1. Currently, the Centralia and Savanna School Districts are paying a combined total of $75,766 to recover the Community Services Coordinator salary and benefits directly allocated to their respective ELOP programs.
2. Staff is proposing that the City Council consider implementing targeted fee increases in selected recreation programs, such as Swimming Lessons, Day Camp, Private Pool Rentals, Baseball, Soccer and Basketball Clinics, projected to generate $65,235 in additional revenue per fiscal year, to offset the cost of this position.

FUNDING SOURCE	COST
Centralia School District	$51,412
Savanna School District	$24,353
General Fund	$65,235
Total	**$141,000**
New Revenue to Offset Costs	**$65,235**

If Council approves, staff will return with a resolution to amend the fee schedule for adoption at a future meeting.

October 28, 2025
NEW BUSINESS
Item No. 5D.

City Council Agenda Report

AMENDED AND RESTATED EMPLOYMENT AGREEMENTS BETWEEN THE CITY AND POLICE CHIEF FRANK NUNES

PREPARED BY	PRESENTED BY
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve amended and restated employment agreements between the City of Buena Park and Frank Nunes; and
2) Authorize the City Manager and City Clerk to sign the Police Chief agreements.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

California Public Employees' Retirement System (CalPERS) provides pension and health benefits for more than 2 million California public employees. Retirement benefits are calculated based on years of service, age at retirement, and final compensation. CalPERS conducts periodic compensation compliance reviews to ensure compliance with reporting special compensation as defined by the California Public Employees' Retirement Law (PERL).

On September 26, 2025, CalPERS conducted a compensation compliance review of the compensation reported by the City of Buena Park on behalf of Frank Nunes, Police Chief. The review identified compensation that did not comply with State law. On review and in consultation with CalPERS, staff determined that the existing language requires updating to ensure that it is consistent with the original intent and special compensation definitions in the PERL. Specifically, identifying a minimum number of years as a qualifying condition for reporting longevity and clarifying the eligibility criteria will ensure that this longevity compensation is reportable to CalPERS, as originally intended by the City and the Employee. CalPERS recommended the City to make several changes to the individual employment agreement to ensure Buena Park's continued compliance.

To ensure longevity pay is reported correctly and is CalPERS-compliant, the language in an employment agreement must clearly define the compensation and its conditions. CalPERS has specific requirements to prevent misreporting, particularly regarding additional criteria beyond an employee's years of service.

The City currently provides longevity to employees and reports this value to CalPERS every pay period. CalPERS is recommending the City adopt the specific language contained herein.

Current Language:

(d) Incentive Pays. Employee shall be eligible for the following incentive pays:
a. Longevity Pay: Employee shall receive an additional three percent of base salary.

Proposed Language:

(d) Incentive Pays. Employee shall be eligible for the following incentive pays:
a. Longevity Pay: Employee with 20-24 years of City service shall receive an additional three percent of base salary.

The parties agree to replace the current Longevity pay provision, retroactive to June 2023, with the language outlined above and contained in the attached Agreements. The updated language will remedy CalPERS issues related to the current longevity premium in the employment agreement. The urgency of this item is to ensure the Police Chief's compensation is reported appropriately.

BUDGET IMPACT

There is no fiscal impact from replacing the language in the longevity incentive pay program. The proposed change is a clarifying measure to ensure that the program meets CalPERS special compensation standards and is consistent with the intent of the original program. There is no change in existing City practices and expenditures.

Attachments

police chief Nunes agreement 2023-25 (Amended and Restated 10.28.2025).pdf
police chief Nunes agreement 2025-27 (Amended and Restated 10.28.2025).pdf

AMENDED AND RESTATED POLICE CHIEF EMPLOYMENT AGREEMENT

BETWEEN THE CITY OF BUENA PARK AND FRANK NUNES

This Amended and Restated Employment Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the CITY OF BUENA PARK, a municipal corporation (hereinafter referred to as "City") and FRANK NUNES, an individual (hereinafter referred to as "Chief"). At times herein the City and Chief are jointly referred to as the "Parties."

WITNESSETH

A. Recitals.

(i) It is the desire of the City Manager of City to retain Chief as its Police Chief of the Buena Park Police Department and to provide certain benefits and establish certain conditions of employment and set working conditions of the Chief.

(ii) Chief desires to retain employment as Police Chief of the Buena Park Police Department and is willing to do so on the terms and conditions set forth hereinafter.

(iii) CalPERS issued a Compensation Compliance Review estimate and the City wishes to be in full compliance by adopting updated contract language.

(iv) City and Chief wish to enter into this Amended and Restated Agreement that sets forth the rights and obligations of the Parties and that will supersede all prior negotiations, discussions, or agreements.

B. Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Commencing June 24, 2023, and until this Agreement is terminated by either party as described herein, City does hereby employ Chief as Police Chief for the Buena Park Police Department, and Chief does hereby agree to be employed as and to discharge the duties and obligations of that position in accordance with the related provisions of the Buena Park Municipal Code, all Ordinances and Resolutions of the City, and applicable provisions of state and federal law and regulations.

2. Chief shall devote his full energies, interest, abilities and productive time to the performance of this Agreement, and utilize his best efforts to promote City's interests. Chief shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with Chief's duties and responsibilities to City. Chief shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise.

3. In consideration thereof, City shall pay Chief a salary as reflected in the table below at the beginning of the pay period that includes the effective date. The salary may be prorated and paid on City's normal paydays, subject to legally permissible or required withholding. Employee's salary is compensation for all hours worked and for all services under this Agreement and includes consideration for the cost of living adjustment effective June 24, 2023, and June 22, 2024, for all employee associations. Chief shall be exempt from the overtime pay provisions of California law (if any) and federal law:

(a) Chief's salary:

EFFECTIVE DATE	BASE SALARY	BASE SALARY
6/24/2023	$20,353	$244,233.60
6/22/2024	$21,370	$256,443.20

(b) Chief's base salary shall be adjusted for cost of living adjustments (COLA) whenever it is granted to the City's executive management unit.

(c) In addition to the base salary as set forth above in this Agreement, Chief shall receive all fringe benefits provided under the Police Management Association Memorandum of Understanding (MOU), except as expressly modified in subsection (d) and (e) below. Chief shall be entitled to retirement health benefits at the same level as Police Management personnel hired before July 1, 1999.

(d) Incentive Pays. Employee shall be eligible for the following incentive pays:

a. Longevity Pay: Employee with 20-24 years of City service shall receive an additional three (3) percent of base salary adjustment.

b. Educational Incentive: Master's Degree - Employee shall receive an additional ten percent of base salary.

(e) City shall provide Chief with the Retiree Medical Account (RMA) as outlined in the Police Management Association MOU, except as follows:

1. Chief may bank accrued sick leave upon Retirement (Service or Disability Retirement) from City service into an RMA to defer out of pocket expenses for medical premium payments under the City's group insurance program.

2. Chief must have a minimum of 480 hours of sick time on the books at the time of retirement;

3. For the purpose of determining eligibility for participation in the RMA program, the number of unused accrued sick leave hours will be calculated in the following manner:

   The City will convert sick leave balances over 480 hours to a RMA at the pay rate of $111.82. This rate is fixed and will not increase over time. These monies can be used for medical-only premium amounts not covered by the City's existing contribution to the retirement medical program.

4. The balance of sick leave hours will be converted on the following basis:

480 - 1000 hours	- 60% of the value of all unused sick leave based on the fixed pay rate of $111.82 per hour.
1000 - 1500 hours	- 80% of the value of all unused sick leave based on the fixed pay rate of $111.82 per hour.
1500 - 1750 hours	- 100% of the value of all unused sick leave based on the fixed pay rate of $111.82 per hour.

5. The RMA is not subject to bearing interest. No lump sum cash payouts will be offered on the remaining balance of unused sick leave.

6. The amount of unused sick leave placed into the RMA will be converted into cash based on the fixed pay rate of $111.82 per hour, and used to offset/defer costs associated with medical premium rates;

7. In the event the RMA has funds remaining at the time a retired employee dies, the spouse will continue to receive the benefit, in accordance with and under the terms of this program, until his/her death or until no funds remain.

8. The City Manager reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Any determinations made in hearing a dispute will be made on a

case by case basis, and will not be determined to be a past practice or official policy of the City.

9. Sick leave may continue to accrue without limit. However, the maximum Chief may bank upon retirement for the RMA is limited to 1,750 hours, as described above.

f) City shall provide Chief the use of a City-owned vehicle for personal and business use. City shall provide all maintenance, repairs, fuel, and insurance necessary for operation of said vehicle.

g) The Chief shall continue to pay the full nine percent (9%) cost of the CalPERS member contribution.

h) Chief shall take no more than ten (10) working days of vacation or leave at any given time without written approval by the City Manager. If the Chief requires more leave time than ten (10) working days, CHIEF shall provide City Manager with a minimum of 4 months prior notice.

i) Chief may not assign this Agreement in whole or in part.

j) City may terminate this Agreement at any time without cause. Should City so terminate this Agreement it shall do so on thirty (30) days prior written notice to Chief and shall pay Chief a lump sum cash severance payment equal to four (4) months base salary.

k) If City terminates this Agreement (thereby terminating Employee's Employment) with cause, Employee shall not be entitled to any severance. As used in this agreement, cause shall mean any of the following:

(a) Conviction of a felony;

(b) Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

(c) Willful abandonment of duties;

(d) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body or persistent and willful violation of properly established rules and procedures; and

(e) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of City or its organizational units, or is detrimental to employee safety or public safety.

l) In the event Chief voluntarily resigns his position with City, Chief shall give to City sixty (60) days written notice in advance, unless the parties agree otherwise. Nothing in this Agreement, however, shall prevent, limit, or otherwise interfere with the right of Chief to resign at any time from his position with City subject only to this provision.

m) City shall defend, hold harmless and indemnify Chief against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties and will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered there from to the extent specified in the California Government Code.

n) No amendments to this Agreement may be made except by a writing signed and dated by City and Chief.

o) If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

p) Chief acknowledges that he has had the opportunity and has conducted an independent review of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the dates set forth below opposite the name of each such party.

CITY OF BUENA PARK

Date: _____ By: _____
Aaron France, City Manager

POLICE CHIEF

Date: _____ By: _____
Frank Nunes, Police Chief

ATTEST:

_____ (Seal)
Adria M. Jimenez, City Clerk

AMENDED AND RESTATED POLICE CHIEF EMPLOYMENT AGREEMENT

BETWEEN THE CITY OF BUENA PARK AND FRANK NUNES

This Amended and Restated Employment Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the CITY OF BUENA PARK, a municipal corporation (hereinafter referred to as "City") and FRANK NUNES, an individual (hereinafter referred to as "Chief"). At times herein the City and Chief are jointly referred to as the "Parties."

WITNESSETH

A. Recitals.

(i) It is the desire of the City Manager of City to retain Chief as its Police Chief of the Buena Park Police Department and to provide certain benefits and establish certain conditions of employment and set working conditions of the Chief.

(ii) Chief desires to retain employment as Police Chief of the Buena Park Police Department and is willing to do so on the terms and conditions set forth hereinafter.

(iii) CalPERS issued a Compensation Compliance Review estimate and the City wishes to be in full compliance by adopting updated contract language.

(iv) City and Chief wish to enter into this Amended and Restated Agreement that sets forth the rights and obligations of the Parties and that will supersede all prior negotiations, discussions, or agreements.

B. Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Commencing July 5, 2025, and until this Agreement is terminated by either party as described herein, City does hereby employ Chief as Police Chief for the Buena Park Police Department, and Chief does hereby agree to be employed as and to discharge the duties and obligations of that position in accordance with the related provisions of the Buena Park Municipal Code, all Ordinances and Resolutions of the City, and applicable provisions of state and federal law and regulations.

2. Chief shall devote his full energies, interest, abilities and productive time to the performance of this Agreement, and utilize his best efforts to promote City's interests. Chief shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with Chief's duties and responsibilities to City. Chief shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise.

3. In consideration thereof, City shall pay Chief a salary as reflected in the table below at the beginning of the pay period that includes the effective date. The salary may be prorated and paid on City's normal paydays, subject to legally permissible or required withholding. Employee's salary is compensation for all hours worked and for all services under this Agreement and includes consideration for the cost of living adjustment effective July 5, 2025, and July 4, 2026, for all employee associations. Chief shall be exempt from the overtime pay provisions of California law (if any) and federal law:

(a) Chief's salary:

EFFECTIVE DATE	BASE SALARY (Monthly)	BASE SALARY (Annually)
7/5/2025	$23,112	$277,347.20
7/4/2026	$24,267	$291,200.00

(b) Chief's base salary shall be adjusted for cost of living adjustments (COLA) whenever it is granted to the City's executive management unit.

(c) In addition to the base salary as set forth above in this Agreement, Chief shall receive all fringe benefits provided under the Police Management Association Memorandum of Understanding (MOU), except as expressly modified in subsection (d) and (e) below. Chief shall be entitled to retirement health benefits at the same level as Police Management personnel hired before July 1, 1999.

(d) Incentive Pays. Employee shall be eligible for the following incentive pays:

a. Longevity Pay: Employee with 20-24 years of City service shall receive an additional three (3) percent of base salary adjustment.

b. Educational Incentive: Master's Degree - Employee shall receive an additional ten percent of base salary.

(e) City shall provide Chief with the Retiree Medical Account (RMA) as outlined in the Police Management Association MOU, except as follows:

1. Chief may bank accrued sick leave upon Retirement (Service or Disability Retirement) from City service into an RMA to defer out of pocket expenses for medical premium payments under the City's group insurance program.

2. Chief must have a minimum of 480 hours of sick time on the books at the time of retirement;

3. For the purpose of determining eligibility for participation in the RMA program, the number of unused accrued sick leave hours will be calculated in the following manner:

   The City will convert sick leave balances over 480 hours to a RMA at the employee's base hourly rate at retirement. This rate is fixed and will not increase over time. These monies can be used for medical-only premium amounts not covered by the City's existing contribution to the retirement medical program.

4. The balance of sick leave hours will be converted on the following basis:

480 - 1000 hours	- 60% of the value of all unused sick leave based on the employee's base rate at retirement.
1000 - 1500 hours	- 80% of the value of all unused sick leave based on the employee's base rate at retirement.
1500 - 1750 hours	- 100% of the value of all unused sick leave based on the employee's base rate at retirement.

5. The RMA is not subject to bearing interest. No lump sum cash payouts will be offered on the remaining balance of unused sick leave.

6. The amount of unused sick leave placed into the RMA will be converted into cash at the employee's base rate at the time of retirement, and used to offset/defer costs associated with medical premium rates;

7. In the event the RMA has funds remaining at the time a retired employee dies, the spouse will continue to receive the benefit, in accordance with and under the terms of this program, until his/her death or until no funds remain.

8. The City Manager reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Any determinations made in hearing a dispute will be made on a case by case basis, and will not be determined to be a past practice or official policy of the City.

9. Sick leave may continue to accrue without limit. However, the maximum Chief may bank upon retirement for the RMA is limited to 1,750 hours, as described above.

f) City shall provide Chief the use of a City-owned vehicle for personal and business use. City shall provide all maintenance, repairs, fuel, and insurance necessary for operation of said vehicle.

g) The Chief shall continue to pay the full nine percent (9%) cost of the CalPERS member contribution.

h) Chief shall take no more than ten (10) working days of vacation or leave at any given time without written approval by the City Manager. If the Chief requires more leave time than ten (10) working days, CHIEF shall provide City Manager with a minimum of 4 months prior notice.

i) Chief may not assign this Agreement in whole or in part.

j) City may terminate this Agreement at any time without cause. Should City so terminate this Agreement it shall do so on thirty (30) days prior written notice to Chief and shall pay Chief a lump sum cash severance payment equal to four (4) months base salary.

k) If City terminates this Agreement (thereby terminating Employee's Employment) with cause, Employee shall not be entitled to any severance. As used in this agreement, cause shall mean any of the following:

(a) Conviction of a felony;

(b) Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

(c) Willful abandonment of duties;

(d) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body or persistent and willful violation of properly established rules and procedures; and

(e) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of City or its organizational units, or is detrimental to employee safety or public safety.

l) In the event Chief voluntarily resigns his position with City, Chief shall give to City sixty (60) days written notice in advance, unless the parties agree otherwise. Nothing in this Agreement, however, shall prevent, limit, or otherwise interfere with the right of Chief to resign at any time from his position with City subject only to this provision.

m) City shall defend, hold harmless and indemnify Chief against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties and will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered there from to the extent specified in the California Government Code.

n) No amendments to this Agreement may be made except by a writing signed and dated by City and Chief.

o) If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

p) Chief acknowledges that he has had the opportunity and has conducted an independent review of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the dates set forth below opposite the name of each such party.

CITY OF BUENA PARK

Date: _____ By: _____
Aaron France, City Manager

POLICE CHIEF

Date: _____ By: _____
Frank E. Nunes, Police Chief

ATTEST:

_____ (Seal)
Adria M. Jimenez, City Clerk

October 28, 2025
NEW BUSINESS
Item No. 5E.

City Council Agenda Report

ORDINANCE AMENDING SECTION 10.24.040 OF THE BUENA PARK MUNICIPAL CODE RELATING TO TEMPORARY PARKING FOR THE LOADING / UNLOADING OF RECREATIONAL VEHICLES

PREPARED BY	PRESENTED BY
Christopher G. Cardinale, City Attorney	Christopher G. Cardinale, City Attorney
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Matt Foulkes, Director of Community & Economic Development	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt an Ordinance amending Title 10 of the Buena Park Municipal Code establishing parking of recreational vehicles, unattached trailers and oversized vehicles on city streets.

PREVIOUS CITY COUNCIL ACTION

On April 3, 2007, and June 12, 2007, the City Council held Study Sessions to discuss Recreational Vehicle (RV) Parking on City streets in response to concerns brought forward by residents. The City Council directed staff to prepare an ordinance, and during its meeting on July 10, 2007, the City Council adopted Ordinance No. 1502 adding Section 10.24.040 to the Buena Park Municipal Code.

More recently, residents have expressed renewed concerns about RV parking on public streets in residential areas. Following staff's investigation, the issues appear to stem from the misuse of temporary parking privileges for the loading / unloading of RVs. This matter was reviewed by the Traffic and Transportation Commission at its meeting of August 7, 2025. The Commission provided comments and recommended the City Council amend the Municipal Code to address the issue.

DISCUSSION

Chapter 10.24 of the Buena Park Municipal Code regulates the stopping and parking of vehicles on City streets and roadways. Section 10.24.040 prohibits the parking of recreational vehicles, unattached trailers, and similar oversized vehicles on City streets with two limited exceptions, including: a recreational vehicle, unattached trailer, or oversized vehicle may park on the street immediately in front of the owner's residence for not more than two days for purposes of loading / unloading in anticipation of travel, so long as the vehicle owner is first issued a permit by the Buena Park Police Department.

Specifically, Section 10.24.040(A) states:

No person shall park and leave standing on any public street, any public or dedicated alley or any other public property a recreational vehicle, unattached trailer or oversized vehicle except as follows:

For up to two consecutive days while parked immediately in front of the residence of the owner or lessee of the recreational vehicle or unattached trailer for the purpose of loading, unloading or other related activity incidental to preparing the recreational vehicle or unattached trailer for travel or returning from travel under the following conditions:

a. The owner or lessee first informs the Buena Park police department before parking the recreational vehicle or unattached trailer;
b. The owner or lessee posts a clearly visible notice in the front window of the recreational vehicle or side of the unattached trailer displaying the log number provided by the Buena Park police department and the expiration date of the authorized loading and unloading.

The clear intent of this section is to allow temporary parking of recreational vehicles on City streets for loading / unloading purposes, but unfortunately the lack of a "cap" or limit on the number of temporary permits has created problems. Some community members have repeatedly asked to extend or obtain successive parking passes, resulting in recreational vehicles being parked in residential neighborhoods for an extended period of time. In one instance, fifteen consecutive two-day parking passes were issued, resulting in the vehicle located on the public street for an entire month. These circumstances have generated complaints from neighbors and community members located in residential areas, and the existing code language makes administration challenging for staff.

To address this concern, staff and the Traffic and Transportation Commission recommend Section 10.24.040 be amended to limit the number of two-day parking passes that may be issued to two per 30-day period, with at least one day between the effective dates of the permit. The proposed code amendment would allow the police department to make exceptions in unique or special circumstances. Staff believes this clarified language will curb misuse of the temporary parking privilege. A draft code amendment is attached for the City Council's consideration making this and related clean up revisions to Section 10.24.040.

BUDGET IMPACT

There is no budget impact associated with this item.

Attachments

Ord re Recreational Vehicle Parking_Agenda Draft.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA AMENDING SECTION 10.24.040 (PARKING OF RECREATIONAL VEHICLES, UNATTACHED TRAILERS AND OVERSIZED VEHICLES ON CITY STREETS PROHIBITED) OF CHAPTER 10.24 (STOPPING, STANDING, AND PARKING PURPOSES AND LOCATIONS) OF THE BUENA PARK MUNICIPAL CODE RELATING TO EXCEPTIONS FOR TEMPORARY PARKING

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 10.24.040 (Parking of recreational vehicles, unattached trailers and oversized vehicles on city streets prohibited) of Chapter 10.24 (STOPPING, STANDING AND PARKING PURPOSES AND LOCATIONS) of Title 10 (VEHICLES AND TRAFFIC) of the Buena Park Municipal Code is hereby amended to read as follows (new text underlined and deleted text ~~stricken~~):

§ 10.24.040. Parking of recreational vehicles, unattached trailers and oversized vehicles on city streets prohibited.

A. No person shall park and leave standing on any public street, any public or dedicated alley or any other public property a recreational vehicle, unattached trailer or oversized vehicle except as follows:

1. For ~~up to~~ not more than two consecutive days while parked immediately in front of the residence of the owner or lessee of the recreational vehicle or unattached trailer for the purpose of loading, unloading or other related activity incidental to preparing the recreational vehicle or unattached trailer for travel or returning from travel, and subject to compliance with ~~under~~ the following conditions:

a. The owner or lessee first ~~informs~~ applies for and is issued a temporary loading/unloading permit by the Buena Park police department before parking the recreational vehicle or unattached trailer; and

b. The owner or lessee posts the temporary loading/unloading permit issued by the Buena Park police department in a clearly visible ~~notice~~ and unobstructed location in the front window of the recreational vehicle or side of the unattached trailer displaying the ~~log~~ permit number ~~provided by the Buena Park police department~~ and the start and expiration dates of the ~~authorized loading and unloading~~ permit.

c. Temporary loading/unloading permits shall only be valid for two consecutive days. Absent unique or special circumstances, as determined in the reasonable discretion of the Buena Park police department, no more than two temporary loading/unloading permits shall be issued for the same person, vehicle or trailer within any thirty-day (30) period, and there shall be at least one day between the expiration date of the first permit and the effective date of the second permit.

2. Upon first obtaining and while in compliance with a permit issued by the Buena Park police department, a person may park a recreational vehicle immediately in front of a residence being visited by the owner or lessee of the recreational vehicle for a period not to exceed seven consecutive days and under the following conditions:

    a. No more than six such permits will be issued annually for any single address.

    b. A permit issued under this subsection shall be prominently displayed in the front window of the recreational vehicle to which it applies.

    c. Any person issued a permit under this subsection who is convicted, pleads guilty or pleads no contest to a violation of this subsection, shall not apply or be issued a permit for six months from the date of the conviction, guilty plea or plea of no contest is entered with the court or a police department designated traffic hearing officer.

    d. Any person applying for a permit under this subsection shall pay a fee set by resolution of the city to recover the costs of processing the permit.

    e. Any person who intentionally submits false information in order to obtain a permit under this subsection shall be guilty of a misdemeanor.

B. For purposes of this section camping trailer, motor home, oversized vehicle, recreational vehicle, slide-in camper, temporary recreational vehicle and trailer shall have the following meanings:

"Camping trailer" shall mean a vehicular portable unit designed for human habitation mounted on wheels and constructed with collapsible partial sidewalls which fold and unfold and which is towed by another vehicle.

"Motor home" shall mean a vehicular unit designed for human habitation built on or permanently attached to a self-propelled motor vehicle chassis, chassis cab or van, which becomes an integral part of the completed vehicle.

"Oversized vehicle" shall mean any vehicle or combination of vehicles that exceeds twenty-two feet in length or eighty-four inches in width.

"Recreational vehicle" shall mean a camping trailer, motor home, slide-in camper, temporary recreational vehicle or trailer.

"Slide-in camper" shall mean a portable unit, consisting of a roof, and sides, designed to be loaded onto and unloaded from the bed of a pickup truck.
"Temporary recreational vehicle" shall mean any motor vehicle altered and equipped for sleeping or human habitation.

"Trailer" shall mean a portable unit, mounted on wheels, of such a size and weight as not to require special highway movement permits when drawn by a motor vehicle.

C. This section shall not apply to any large commercial vehicle, as defined in subsection B of Section 10.36.040 of the Buena Park Municipal Code when parked as authorized in subsection D of Section 10.36.040 of the Buena Park Municipal Code.

D. Neither this section nor any permit or authorization issued pursuant to subsection A of this section shall authorize any person to park any oversized vehicle, recreational vehicle, or unattached trailer in violation of any other provision of the California Vehicle Code or the Buena Park Municipal Code.

E. This section shall not apply until signs giving adequate notice thereof have been placed at all entrances of the city.

SECTION 2. CEQA. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Regs. § 15378(a).) Further, the ordinance is exempt from CEQA because there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) The City Clerk may cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 3. SEVERABILITY. The City Council declares that, should any provision, section; paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this ordinance shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 5. CERTIFICATION. The City Clerk of the City of Buena Park shall certify to the passage of the ordinance and shall cause the same to be posted in the manner required by law.

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the _____ day of _____, 2025

_____
City Clerk

October 28, 2025
PUBLIC HEARING
Item No. 6A.

City Council Agenda Report

ORDINANCE AMENDING PORTIONS OF TITLE 19 (ZONING) DIVISION 5 (COMMERCIAL AND INDUSTRIAL ZONES) OF THE BUENA PARK MUNICIPAL CODE

PREPARED BY	PRESENTED BY
Ian McAleese, Senior Planner	Ian McAleese, Senior Planner
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Matt Foulkes, Director of Community & Economic Development	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt an Ordinance amending Title 19 (Zoning) Division 5 (Commercial and Industrial Zones) of the Buena Park Municipal Code (BPMC) regarding uses permitted and special requirements for certain uses within the commercial zones.

PREVIOUS CITY COUNCIL ACTION

In 1998, the City Council adopted Ordinance No. 1382 to create the CR (Regional Commercial) Zone along with the establishment of permitted uses. The CR zoning classification is only applied to parcels in and around the Buena Park Downtown, including the shopping center on the north side of La Palma Avenue.

Between 2000 and 2021, the City Council adopted Ordinance Nos. 1405, 1437, and 1701 to allow supermarkets (north side of La Palma Avenue), veterinary clinics, medical/dental clinics and tobacco shops to the list of uses permitted within Section 19.512.010 (Uses Permitted).

DISCUSSION

Zone Text Amendment

Section 19.504.010 (Purpose and General Plan Consistency) outlines the purpose of Division 5 which is to implement the General Plan goals and objectives that relate to commercial and industrial land uses that will provide for the establishment of a wide range of employment and economic opportunities within the community, provide for appropriate facilities to serve the needs of the residents and visitors of the community, and enhance the visual, economic, and environmental character of the community. Since the last update to the permitted uses table for the CR zone, Staff has received multiple inquiries from property and business owners proposing uses that are currently not permitted within CR zoned properties. As a result, property owners have had difficulty leasing properties within the CR zone based on required processing times, as well as uncertainty regarding acceptability of the businesses requiring a Conditional Use Permit (CUP) or not permitted at all. Over the past twenty-five years, malls have shifted from exclusively offering a gathering of brick-and-mortar retail establishments to offering a mix of food and entertainment-type uses that draw customers for a mix of experiences, rather than exclusively a shopping experience. Adding new uses to the CR zone will help Buena Park Downtown attract more diverse and unique businesses to serve the needs of residents and visitors of the community. The proposed text amendment to BPMC Table 19.512.010, will add or amend the following uses within the CR zone:

Automatically permitted “P” uses:

- Indoor only:
  - Batting cages
  - Screen golf driving range
  - Simulated sports activities
  - Axe throwing
  - Virtual Reality activities
  - Miniature golf
  - Pickleball
- Outdoor fixed kiosk
- Printing
- Small animal grooming
- Music studio, recording studio
- Skating rink
- Skateboard park
- Game machine arcade
- Bowling alley

Conditionally Permitted Uses “C”:

- Batting cages (outdoor)
- Banquet caterer

Outdoor fixed kiosks within the CR zone will require review and approval through an Interdepartmental Review (IDR) application and banquet caterer/hall will require approval through a conditional use permit. This entitlement/review process will allow city staff to evaluate the potential impacts and create appropriate conditions of approval for these types of uses.

In addition to the above-listed uses in the CR zone, several other uses will be included in the update to the permitted use table for properties located within the CG (Commercial General) zone including changes to Section 19.552.040 (Gaming Machine Arcades) of the BPMC as it relates to location and use approval. Specifically, the BPMC definition of Amusement Device is being amended to include capsule machines, karaoke booths and photo booths and the CR zone is exempted from restrictions on the number of amusement devices or game machine arcades allowed or separation requirements from other sensitive uses (schools, bar/lounge, residential zone, adult business).

On September 24, 2025, the Planning Commission held a public hearing to consider Text Amendment No. C-25-2. Following a presentation by staff and public comment, the Planning Commission voted 4-0-1 (Schoales absent) to recommend that the City Council approve the text amendment as proposed by staff.

Environmental Assessment

The Zoning Text Amendment is exempt from CEQA pursuant to Section 15061(b)(3), which provides that a project is exempt as CEQA only applies to projects which have the potential for causing a significant effect on the environment and does not apply where it can be seen with certainty that there is no possibility of a significant effect. The proposed text amendment will allow for the establishment and operation of certain uses within CR zoned properties subject to specified operational standards to ensure there are no impacts on the environment. The added or amended uses are permitted in other zones within the City or are substantially similar to other permitted uses.

Public Hearing Notification

A Notice of the Public Hearing was posted at the Buena Park City Hall, the Buena Park Library, and Ehlers Event Center on October 16, 2025. Notice of the public hearing was also published in the Buena Park Independent on October 17, 2025, as required by law. As of the publication date of this report, the City has not received any inquiries or comments regarding the proposed action.

BUDGET IMPACT

There is no budget impact associated with this action.

Attachments

Proposed City Council Ordinance for Text Amendment No. C-25-2.pdf

Planning Commission Resolution No. 6392.pdf

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING DIVISION 5 (COMMERCIAL AND INDUSTRIAL ZONES) OF TITLE 19 (ZONING) OF THE BUENA PARK MUNICIPAL CODE

A. RECITALS.

(i) The City of Buena Park ("City") is a California charter city with plenary authority over all "municipal affairs" and the broad "police powers" vested by California's Constitution, pursuant to which it may make and enforce laws necessary to protect and preserve the health, safety, and welfare of residents' subject only to enactments by the California Legislature on matters of "statewide concern."

(ii) Consistent with such authority, the City enacted the Buena Park Municipal Code (BPMC) and Buena Park Zoning Code (Title 19 of the BMPC, hereinafter "BPZC") to, among other things, regulate the location and nature of land uses in the City.

(iii) On September 24, 2025, the Planning Commission of the City of Buena Park, held a duly noticed public hearing to consider a recommendation to the City Council to approve Zoning Text Amendment No. C-25-2 and recommended that the City Council approve the Text Amendment.

(iv) On October 28, 2025, the City Council conducted a duly noticed public hearing to consider Text Amendment No. C-25-2.

(v) This Ordinance is a text change to the BPZC and has been processed and considered in accordance with the provisions of BPMC Section 19.124.010 (Text Change), as well as applicable provisions of California law, and all other legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The facts set forth in the Recitals, Part A, of this Ordinance are true and correct, and incorporated into this Ordinance as substantive findings.

SECTION 2. Table 19.512.010 of the Buena Park Municipal Code, titled "Uses Permitted-Commercial and Industrial Zones," is hereby amended to read as follows (new text reflected in underline and deleted text in ~~strikethrough~~):

Symbol	Meaning
P	Automatically permitted use.
I	Incidental use—use permitted only if incidental to another primary use on the same site. If incidental to a use authorized by conditional use permit, such incidental use is permitted only if included within the terms of the conditional use permit.

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Symbol	Meaning
C	Conditional use—use eligible for consideration under the conditional use procedure (Section **19.128.020**) and permitted only if a conditional use permit is approved, subject to the specific conditions of such permit.
Ci	Incidental conditional use—use eligible for consideration under the conditional use procedure only if incidental to another primary use of the site, whether such primary use is automatically permitted or permitted by conditional use permit.
Pc	Automatically permitted use, except such use is subject to a conditional use permit when located within three hundred thirty feet of a residential zone.
Pc*	Automatically permitted use, except such use is subject to a conditional use permit when located within six hundred feet of a residential zone.
IC	Incidental or conditional use—automatically permitted as an incidental use, when the primary use is automatically permitted, or eligible for consideration as a primary use under the conditional use procedure.

Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

	Commercial Zones				Industrial Zones			
Uses	**CO**	**CS**	**CG**	**CR**	**CM**	**MR**	**ML**	**MH**
Residential Uses								
Group Quarters:								
• Convent, rectory, dormitory, fraternity or sorority house, etc.	**Ci**	**Ci**	**Ci**					
Transient Quarters: (See Commercial Uses— Tourist Services.)								
Public Service Uses								
Community Day Care:								
• Child day care center.	**C**	**P**	**P**	**C**	**I**	**I**	**I**	**I**
• Adult day care center.	**P**	**P**	**P**		**I**	**I**	**I**	**I**
Health Facilities:								
• Long-term care (intermediate care or skilled nursing).	**C**	**C**	**C**					
• Hospital, alcoholic institution.	**C**	**C**	**C**					
• Medical or dental laboratory.	**I**	**P**	**P**		**P**		**P**	
• Medical or dental clinic. (17)	**P**	**P**	**P**	**P**	**P**		**P**	
• Industrial clinic.					**P**	**P**	**P**	**P**
• Pharmacy.	**P**	**P**	**P**	**P**	**I**	**I**	**I**	**I**
• Optician.	**P**	**P**	**P**	**P**				
Public Assembly: (See also Recreation.)								
• Church. (1)	**C**		**C**		**C**			
• Emergency shelter, up to 30 occupants. (19)	**P**	**P**	**P**		**P**			

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Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• Emergency shelter, more than 30 occupants. (19)	C	C	C		C			
• Club, lodge, meeting hall, community center (largest meeting room limited to 150 seats or 1000 sq. ft.) (1)	C	P	P					
• Exhibit hall (no swap meets).	C	P	P	C				
• Auditorium. (1)		C	C	C				
• Theater, indoor.		C	C	C				
• Theater, open air.		C	C					
• Theater, drive-in.			C					
Education:								
• Educational institution.	C	C	P					
• Library, reading room.	P	P	P					
• Museum.	C	P	P	P				
• Tutoring.	C	C	C		C			
• Business college, vocational school (no industrial machinery or equipment), physical training school.	C	C	C		C		C	
• Trade school.			C		C		C	
Recreation: (See also Commercial Uses—Commercial Recreation.)								
• Public park, public playground, public recreational area, public landscaped open space, public-owned historical site or feature.	P	P	P		P	P	P	P
• Recreation area (play area, swimming pool, racquetball courts, etc.), as an accessory use (public or private use, indoor or outdoor) to a permitted commercial or industrial use.	C	C	C	C	C	C	C	C
• Private recreation facility.			C	C				
• Community recreation center.		P	P					
• Golf driving range.			C					
• Indoor screen golf driving range.			P	P				
• Miniature golf.			C					
• Miniature golf, indoor only.			P	P				
• Indoor simulated sports activities.			P	P				
• Theme recreational park.			C	C				
• Tennis courts or club, indoor only.			P	P				
• With outdoor courts.			C	C				

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Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• Racquetball, handball, pickleball, swimming, gym, athletic club, indoor only.		P	P	P				
• With outdoor area.			C	C				
Natural Resource Development:								
• Exploration and development.	C	C	C		C	C	C	C
Utilities and Communications: (13)								
• Telephone central office, relay station.	C	C	C		C	C	C	C
• Flood control channel and facilities, utility corridor.	P	P	P	P	P	P	P	P
• Other public utility facilities or structures, including electrical substations, and cellular telephone facilities.	C	C	C	C	C	C	C	C
• Radio, television, microwave transmitters.	C	C	C	C	C	C	C	C
• Aviation navigational aids.	C	C	C	C	C	C	C	C
Transportation:								
• Parking lot.	P	P	P	P	P	P	P	P
• Parking structure.	P	P	P	P	P	P	P	P
• Passenger station.	C	C	C	C			C	
Other Public Services and Facilities:								
• Non-City-owned public facilities.	C	C	C	C	C	C	C	C
Commercial Uses								
• Any permitted commercial use with drive-in, drive-through, or walk-up window service. (Special requirements apply. See Section **19.552.070**.)	C	C	C	C(14)	C	C	C	C
• Any commercial use with adult entertainment. (Special requirements apply. See Section **19.552.090**.)								
Offices: (2)								
• Bank, financial institution.	P	P	P	P	P	P	P	P
• Business, administrative, professional.	P	P	P	P	P	P	I	I
Studios, etc.:								
• Martial arts, dance or drama studio, art or music conservatory.	P	P	P	P				
• Music studio, recording studio.	C	C	C	~~C~~P	C		C	C
• Radio, television studio.		P	P	P	C		C	C
• Art studio, art gallery, interior decorating, costume design, arts and crafts, photography studio.	P	P	P	P				

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Table 19.512.010 USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES								
	Commercial Zones				Industrial Zones			
Uses	**CO**	**CS**	**CG**	**CR**	**CM**	**MR**	**ML**	**MH**
• Sale of art or publications related to permitted use.	**I**	**I**	**I**	**I**				
Schools: (See Public Service Uses—Education.)								
Personal Services:								
• Barber shop, beauty salon.	**P**	**P**	**P**	**P**				
• Shoe repair, tailor, dressmaker, laundromat (single batch machines only), dry cleaning (coin-operated only).		**P**	**P**	**P**				
• Shoe shine kiosk.		**P**		**P**				
• Automated banking service kiosk.		**P**		**P**				
• Retail dry cleaning. (3)		**P**	**P**	**P**				
• Health spa or salon.		**P**	**P**	**P**				
• Massage establishment. (20)	**C**		**C**					
• Tanning salon.	**IC**	**IC**	**IC**	**IC**				
• Fortunetelling (see Chapter **5.32** for definition).	**P**	**P**						
Tourist Services: (See also Public Service Uses—Public Assembly, and also the Entertainment Corridor Specific Plan document.)								
• Travel and ticket agency.	**P**	**P**	**P**	**P**				
• Hotel, motel, motor hotel. (12)			**C**					
Commercial Recreation: (See also Public Service Use—Recreation, and also the Entertainment Corridor Specific Plan document.)								
• Entertainment (see Chapter **5.24** for definition).		**C**	**C**	**C**				
• Skating rink.		**C**	**C**	~~**C**~~**P**				
• Skateboard park.			**C**	~~**C**~~**P**				
• Dancehall or other establishment with public dancing.			**C**	**C**				
• Game machine arcade. (4)		**C**	**C**	~~**C**~~**P**				
• Batting cages.			**C**	**C**				
• Batting cages, indoor only.			**P**	**P**				
• Axe throwing.			**C**	**P**				
• Billiard parlor, poolroom.		**C**	**C**	**C**				
• Bowling alley.		**C**	**C**	~~**C**~~**P**				
• Virtual Reality activities.			**P**	**P**				

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Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
Retail Sales: (See also Food Sales and Service, Vehicle Sales and Rentals, Vehicle-Related Sales with Related Service and Repair, and Other Sales and Service.) (All sales to be indoor only, unless indicated otherwise.)								
• Furniture, carpets.		P	P	P	P			
• Household appliances, electrical appliances, radios, television sets, computer equipment.		P	P	P	P			
• Department store, variety store, dry goods and notions.		P	P	P				
• Apparel—clothing, millinery, shoes, etc.		P	P	P				
• Jewelry, cameras and supplies, luggage, sporting goods, toys.		P	P	P				
• Hobby shop.		P	P	P				
• Drugstore.		P	P	P				
• Tobacco shop. (21)	I	P	P	P				
• Pet shop and supplies.		P	P	P				
• Key shop kiosk.		P		P				
• Gifts, souvenirs.		P	P	P				
• Flower shop.	P	P	P	P				
• Flower kiosk.		P		P				
• Stationery and office supply		P	P	P	P			
• Books, newsstand.	I	P	P	P				
• Video sales, rental.		P	P	P				
• Video kiosk.		C		P				
• Outdoor fixed kiosk. (22)				P				
• Antiques.		P	P	P	P			
• Thrift shop, secondhand goods, pawnshop.			C					
• Auction house.			C					
• Volume discount/warehouse store.		C	C	C	C		C	C
• Hardware, paint.		P	P	P	P			
• Building materials, plumbing supplies.		Pc	Pc	Pc	Pc			
• With outdoor display area.		C	C	C	C			
• Garden and patio furniture and equipment.		P	P	P	P			

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Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• With outdoor display area.		C	C	C	C			
• Plant nursery, with outdoor display.		Pc	Pc	Pc	Pc		Pc	
• Pottery, ceramics.		P	P	P				
• With outdoor display area.		C	C	C				
• Deep discount/product liquidation.		P	P					
• With outdoor display area.		C	C					
• Swapmeet—Indoor/Outdoor. (18)			C					
Food Sales and Service:								
• Restaurant, with no entertainment, no liquor, no drive-in, no drive-through, no walk-up service window.	P	P	P	P	P	P	P	P
• With entertainment. (See Chapter **5.24** for definition.)	C	C	C	C	C	C	C	C
• With on-sale liquor. (5)	C	C	C	C	C	C	C	C
• With drive-in, drive-through, or walk-up service window. (See also Section **19.552.070**.)	C	C	C	C(14)	C	C	C	C
• Cocktail lounge, bar.		Ci	Ci	Ci				
• Liquor, off-sale.		C	C	Ci				
• Supermarket, grocery, fruits and vegetables, dairy products, meat.		C	C	C(16)				
• Deli.	Ci	P	P	P	P			
• Confectionery, ice cream, bakery (baking for on-premises sales only).		P	P	P				
• Banquet caterer / hall.		C	C	C	C			
• Catering truck terminal (including commissary and kitchens).							C	C
Vehicle Sales and Rentals: (See also Other Services—Equipment Rental.)								
• Automobile rental agency.		C	P		P			
• Vehicle sales, leasing and rental agency (office use only).				P				
• New and used sales/lease of autos, motorcycles, or trucks not exceeding 3 tons gross vehicle weight unladen, and trailers up to 2 ton carrying capacity.			Pc		Pc			
• New and used sales/lease of trucks exceeding 3 tons gross vehicle weight unladen, and trailers over 2 tons carrying capacity.					C		Pc	Pc

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Table 19.512.010 USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES								
	Commercial Zones				Industrial Zones			
Uses	**CO**	**CS**	**CG**	**CR**	**CM**	**MR**	**ML**	**MH**
Vehicle-Related Sales with Related Service and Repair: (Any installation shall be conducted within a building.)								
• Retail sales of auto parts or accessories, not including tires.		**Pc**	**Pc**	**Pc**	**Pc**			
• Wholesale of auto parts or accessories, not including tires.					**Pc**		**Pc**	**Pc**
• Auto window tinting.			**C**		**C**		**Pc**	
• Machining or repair of auto parts or accessories, not including tires.			**C**		**C**		**C**	**C**
• Tires, retail sales and/or installation for vehicles not exceeding 3 tons gross vehicle weight unladen.		**C**	**C**	**Ci**	**C**			
• Tires, retail sales and/or installation for vehicles exceeding 3 tons gross vehicle weight unladen.			**C**		**C**		**C**	
• Tires, wholesale and/or installation.							**Pc**	**Pc**
Other Sales and Service:								
• Bicycle sales, rental, or repair.		**P**	**P**	**P**	**P**			
• Boat accessories, sales with no installation.		**P**	**P**	**P**	**P**			
• Boat sales, up to 28 ft. hull length.			**Pc**		**Pc**		**Pc**	
• Boat repair and/or service, up to 28 ft. hull length. (All work shall be conducted within a building.)			**C**		**C**		**C**	**C**
Vehicle Repair, Service: (All work shall be conducted within a building.)								
• Light repair and/or service of vehicles not exceeding 3 tons gross vehicle weight unladen. (Work shall not include engine valves repair or replacement, engine overhaul or replacement, transmission repair or replacement, radiator repair or replacement, muffler repair or replacement, body and fender work, detailing, painting or upholstery.)		**C**	**C**	**Ci(15)**	**C**		**Pc**	
• Heavy repair and/or service of vehicles not exceeding 3 tons gross vehicle weight unladen.			**C**		**C**		**Pc**	
• Repair and/or service of vehicles exceeding 3 tons gross vehicle weight unladen or trailers over 2 ton capacity.					**C**		**C**	**C**
• Repair and/or service of motorcycles only in conjunction with sales of new and used motorcycles.			**C**		**C**			

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Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
Vehicle Service:								
• Mechanical carwash. (6)		C	C		C			
• Automobile service station. (7)		C	C		C		C	C
• Quick tune-up/oil change/lube shop.		C	C	C	C		C	C
Printing Services:								
• Instant printing, copying, addressographing, mimeographing, photostating, blueprinting.	P	P	P	P	P	P	P	
• Photoengraving, offset printing.					Pc	Pc	Pc	
• Printing.				P	Pc		Pc	Pc
• Photo film drop-off/pick-up kiosk.		P		P				
• Retail photo film and print processing.		P	P	P				
• Photo film and print processing plant.					Pc		Pc	Pc
• Custom furniture upholstery and reupholstery.		P	P		P			
• Picture framing and glazing.		P	P	P	P			
• Watch repair, camera repair, radio, stereo, television, personal computers, other small appliance repair.		P	P	P	P			
• Locksmith.		P	P	P	P			
• Repair of lawnmowers, larger electrical appliances, precision instruments, nonpneumatic tools (all work to be indoors).					Pc		Pc	
• Repair of pneumatic tools.					C		C	
• Rental of light equipment (up to single unit trucks).					C		Pc	
• Rental of heavy equipment (semi-tractors, cranes, etc.).					C		C	C
• Small animal grooming (no boarding).		P	P	P	P			
• Small animal hospital.			C		Pc		Pc	
• Veterinary clinic.		C	C	I	Pc		Pc	
• Kennel.							C	
• Taxidermy.					P		P	
• Mortuary.			C					
Industrial Uses								
Research, Development and Testing:								
• Research and development institution or laboratory (no manufacturing), testing laboratory.	C		C		C	C	Pc	Pc

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Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
Storage:								
• Mini-storage space rental for public self-storage.					Pc		Pc	
• Outdoor storage space rental for boats and vehicles					C		C	C
• Off-site inventory storage for auto dealerships.					C		C	C
• Above-grade fuel tank storage with 500 gallon and greater capacity. (8)	Ci	Ci	Ci		Ci	Ci	Ci	CI
• Below-grade fuel tanks and abovegrade fuel tanks with less than 500 gallon capacity. (8)	P	P	P		P	P	P	P
• Transit or transportation equipment storage (no truck or railroad freight yard).							Pc	Pc
• Freight yard or terminal truck, railroad.								C
• Warehouse, distribution center, storage building.					Pc		Pc	Pc
• Outdoor storage, other than a contractor's storage facility. (9)					I		I	I
• Cold storage.					Pc		Pc	Pc
• Frozen food locker.		I	I		Pc		Pc	
• Ice plant.							C	Pc
• Lumberyard.			C		Pc		Pc	Pc
• Contractor's storage facility, with main building.							C	C
Wholesale:								
• Wholesale business.					Pc		Pc	Pc
• Wholesale with retail outlet.					Pc		C	C
Industrial Processes:								
• Cabinet shop, machine shop (no punch presses over 20- tons), sheet metal shop, tinsmith, welding shop.					Pc		Pc	Pc
• Laundry, cleaning and dyeing plant, carpet cleaning and dyeing, textile dyeing.							C	C
• Fabrication from finished rubber, plastics.							C	Pc
• Fabrication from shell, cellophane, cork, fiber, fur, glass, finished leather, gems, textiles, tobacco, wood.						Pc	Pc	Pc
• Packaging or assembly of products from previously manufactured components (no outdoor storage of bulk materials, final product not over 50 pounds).					Pc		Pc	Pc

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Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• Manufacturing, compounding, assembly, packaging, or treatment of merchandise made from the following previously prepared materials: canvas, cloth, textiles, yarn, cork, leather, plastics, cellophane, synthetics, precious or semi-precious metal (excluding metal stamping), stone (excluding grinding, cutting or dressing, granite, etc), wood (excluding prefabrication of building components, cabinet shops, furniture manufacturing, lumberyard, planing mill).					**P**		**P**	**P**
• Assembly of electrical appliances, electronic instruments or devices, precision instruments, radios, computer components, phonographs, television sets (may include manufacturing of small parts only).						**P**	**P**	**P**
• Smelting of precious or semi-precious metal.							**C**	**C**
• Drop forge, foundry.								**C**
• Paint mixing.							**C**	**C**
• Grinding, cutting or dressing of stone, marble or granite, etc.							**C**	**C**
• Metal fabricating (no foundry), metal plating, metal finishing.								**Pc**
• Metal engraving.							**Pc**	**Pc**
Manufacturing of:								
• Acid.								**C**
• Soap (cold mix only).							**C**	**Pc**
• Cosmetic goods, toiletries, or drugs.					**Pc**		**Pc**	**Pc**
• Ceramics.					**C**		**C**	**C**
• Ceramic products using only previously pulverized clay and fired in kilns using only electricity or gas.					**C**		**C**	**Pc**
• Aircraft (no foundry).								**Pc**
• Boats, less than 28 ft. hull length.					**C**		**C**	**C**
• Hull length greater than 28 ft.							**C**	**C**
• Furniture, garden patio furniture and equipment.							**C**	**Pc**
• Garments, gloves, shoes.							**Pc**	**Pc**
• Signs.							**Pc**	**Pc**
• Electrical appliances, instrumental or equipment.							**Pc**	**Pc**

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Table 19.512.010
USES PERMITTED—COMMERCIAL AND INDUSTRIAL ZONES

Uses	Commercial Zones				Industrial Zones			
	CO	CS	CG	CR	CM	MR	ML	MH
• Jewelry, watches.					P		P	P
Food Manufacturing or Processing:								
• Manufacturing, processing, canning or packing of meat, fish, dog or cat food, lard, pickles, sauerkraut, vinegar, coffee, dressing, or poultry.								C
• Winery.							C	C
• Brewery.								Pc
• Processing, canning or packing fruits or vegetables.							C	Pc
• Bakery.					Pc		Pc	Pc
• Candy or nut packing (no roasting).					Pc		Pc	Pc
• Candy manufacturing, nut processing.							C	C
• Dairy products manufacturing.							C	Pc
• Bottling.							Pc	Pc
Temporary Uses								
• Temporary uses, as provided in Title 19, Division 10.	T	T	T	T	T	T	T	T
• On-site construction facilities. (10)	P	P	P	P	P	P	P	P
• On-site real estate sales office. (11)	P	P	P	P	P	P	P	P

Notes:

1	Bingo games shall be permitted as an accessory use only when authorized under Chapter **5.16** et seq., and only when fire and safety regulations are met and parking facilities are fully conforming to the requirements for public assembly use.
2	In an integrated center within the CS zone, a conditional use permit is required to establish an administrative or professional business office use in excess of 5,000 square feet gross floor area or to establish any office use which will cause the center's gross floor area devoted to offices to exceed 20 percent.
3	Special limitations apply for retail dry cleaning. See Section **19.552.020**.
4	Special requirements apply for game machine arcades. See Section **19.552.040**.
5	Special requirements apply for restaurants with on-sale liquor. See Section **19.552.030**.
6	Special requirements apply for carwashes. See Section **19.552.060**.
7	Special requirements apply for automobile service stations. See Section **19.552.050**.
8	Above-grade fuel tanks subject to applicable setbacks and screening from public view.
9	Special requirements apply for outdoor storage. See Section **19.524.020**.
10	Offices, storage, activities, and facilities directly pertaining to construction on the same site provided construction is not suspended for a permitted use for more than 30 consecutive days.

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Notes:	
11	Temporary real estate sales office, only for sales or leasing of new subdivision and for not more than 1 year.
12	Special requirements apply for hotels, motels, and motor hotels. See Sections **19.104.080** and **19.552.110**.
13	See Division 12 of Zoning Ordinance.
14	In the CR zone, drive-in and drive-through service for any commercial use may be considered only within the Master Plan Area North, pursuant to the provisions and requirements of Chapter **19.556**. Within the Master Plan Area South, a walk-up window for a commercial use may be considered only within an approved Entertainment Promenade pursuant to the provisions and requirements of Chapter **19.556**.
15	In the CR zone, use may be considered only within the Master Plan Area South. See Chapter **19.556**.
16	In the CR zone, use may be considered only within the Master Plan Area North. See Chapter **19.556**.
17	In the CR zone, use may be permitted within multi-tenant buildings only.
18	Special requirements apply for indoor swap meets. See Section **19.552.111**.
19	Special requirements apply for emergency shelters. See Section 19.552.112.
20.	Special requirements apply to massage establishments. See Section **19.552.130**.
21.	Special requirements apply to tobacco shop use See Section 5.60 of the BPMC.
22.	Subject to the Interdepartmental Review process detailed under Section **19.128.100.**

SECTION 3. Section 19.552.040 of the Buena Park Municipal Code, titled “Game Machine Arcades,” is hereby amended to read as follows (new text reflected in underline and deleted text in ~~strikethrough~~):

A. **Findings and Purposes.**

1. It is found that game machine arcades create special problems of noise, congestion, interference with nearby activities, and policing.
2. The purposes of this section are to control the location, size, and operation of game machine arcades in order to minimize adverse effects and promote compatibility with surrounding activities to the maximum ex-tent possible.

B. **Definitions.** The following words shall have the following meanings:

1. **Amusement device.** "Amusement device" means any machine, game, or device which may be played or operated by the public for amusement or recreation, the use of which is subject to the payment of a fee or is controlled by placing therein coins, slugs, discs, keys, or similar devices. This definition includes video games, pinball machines, Skee-Ball games, shuffleboard games, and games and devices of a similar nature. This definition does not include jukeboxes, vending machines, capsule or gacha machines, karaoke booths, photo booths, and similar devices which do not involve an element of skill or chance.
2. **Game machine arcade.** "Game machine arcade" means an establishment where the predominant activity is the use of amusement devices, or that portion of any other establishment where four or more amusement devices are available to the public.

DRAFT

C. **Location and Use Approval.**

1. Game machine arcades shall be permitted only by conditional use permit and only in those zones specified for game machine arcades in Section 19.512.010.
2. A game machine arcade shall not be permitted in a location which would tend to produce a hazard or nuisance to other permitted uses and activities in the vicinity.
3. A game machine arcade shall be located at least six hundred feet from any school, adult business, or another game machine arcade, and at least three hundred feet from any residential zone, cocktail lounge, or bar.
4. Game machine arcades located within the CR zone are exempt from all of the above restrictions referenced in this subsection.

D. **Design and Operation.** A game machine arcade shall be arranged in such a manner that all amusement devices and public spaces can be viewed from a single supervisory or cashier station. A responsible adult employee of the establishment shall be on duty throughout the hours that such establishment is open.

SECTION 4. Environmental Review. The proposed zone text amendment is exempt from California Environmental Quality Act (CEQA), as amended and the Guidelines promulgated, thereunder, Section 15061 (b)(3), which provides that a project is exempt as CEQA only applies to projects which have the potential for causing a significant effect on the environment and does not apply where it can be seen with certainty that there is no possibility of a significant effect. The proposed zoning text amendment will regulate the uses permitted and development standards within commercial zones, specifically the CR (Regional Commercial) zone, citywide to ensure that there are no impacts on surrounding.

SECTION 5. Severability. The City Council declares that, should any provision, section; paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 6. Effectiveness. This Ordinance shall take effect 30 days after the final passage by City Council.

SECTION 7. Certification. The City Clerk of the City of Buena Park shall certify to the passage of the Ordinance and shall cause the same to be posted in the manner required by law.

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

DRAFT

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the ____ day of_____2025.

DRAFT

RESOLUTION NO. 6392
TEXT AMENDMENT NO. C-25-2

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONING TEXT AMENDMENT NO. C-25-2 AMENDING TITLE 19 (ZONING) DIVISION 5 (COMMERCIAL AND INDUSTRIAL ZONES) SECTION 19.512.010 (USES PERMITTED) AND SECTION 19.552.040 (GAMING MACHINE ARCADE) OF THE BUENA PARK MUNICIPAL CODE

A. Recitals.

(i) The City of Buena Park ("City") is a California charter city with plenary authority over all "municipal affairs" and the broad "police powers" vested by California's Constitution, pursuant to which it may make and enforce laws necessary to protect and preserve the health, safety, and welfare of residents' subject only to enactments by the California Legislature on matters of "statewide concern."

(ii) Consistent with such authority, the City enacted the Buena Park Municipal Code (BPMC) and Buena Park Zoning Code (Title 19 of the BPMC, hereinafter "BPZC") to, among other things, regulate the location and nature of land uses in the City.

(iii) On September 24, 2025, the Planning Commission of the City of Buena Park held a duly noticed public hearing to consider a recommendation to the City Council to approve Zoning Text Amendment No. C-25-2. Said public hearing was concluded prior to the adoption of this Resolution; and

(iv) The Planning Commission has reviewed and considered all elements of said Text Amendment No. C-25-2 and the information contained therein and all legal prerequisites to the adoption of the Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BUENA PARK does hereby finds, determines, resolves and recommends the City Council find as follows:

1. The Planning Commission hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff reports, verbal testimony, draft resolution, and draft Ordinance, the Planning Commission hereby specifically finds as follows:

a. **Finding:** Explanation of the relationship to the General Plan and any

applicable Specific Plans. (See California Government Code Section 65855).

Fact: The proposed text amendment conforms to the City of Buena Park General Plan and furthers the intent of the Land Use and Community Design Element for providing a variety of businesses in the City by furthering Policies 1.4, 11.1, 11.3, 19.17, and 19.18, and Goals LU-11 and LU-19.

b. **Finding:** Consideration of the effect of the proposal on the housing needs of the region balanced against the public service needs of City residents and the fiscal and environmental resources available. (See California Government Code Section 65863.6).

Fact: The proposed text amendment is limited to uses permitted within commercial zones, which have no negative impact on housing needs and does not reduce or expand the allowances for housing within the City.

3. The Planning Commission hereby recommends that the City Council of the City of Buena Park finds that facts supporting the above-specified findings are contained in the staff report and attachments, and information provided to this Planning Commission during the public hearing conducted on September 24, 2025 with respect to the Project.

4. The Planning Commission hereby recommends that the City Council of the City of Buena Park find and determine that the proposed Zoning Text Amendment in this Resolution is exempt from California Environmental Quality Act (CEQA) of 1970, as amended and the Guidelines promulgated, thereunder, Section 15061(b)(3), which provides that a project is exempt as CEQA only applies to projects which have the potential for causing a significant effect on the environment and does not apply where it can be seen with certainty that there is no possibility of a significant effect. The proposed zoning text amendment regulates the uses permitted and development standards within commercial zones, specifically the CR (Regional Commercial) zone, citywide.

5. The Planning Commission hereby recommends that the City Council of the City of Buena Park adopt the attached Ordinance approving Zoning Text Amendment No. C-25-2.

6. The Secretary of this Commission shall:

a. Certify to the adoption of this Resolution.

b. Transmit a copy of this Resolution to the City Council of the City of Buena Park together with the record prepared with respect to these proceedings including the attached ordinance approving Zoning Text Amendment No. C-25-2. This Resolution shall go into effect immediately upon its adoption.

Resolution No. 6392
Text Amendment No. C-25-2
September 24, 2025

PASSED AND ADOPTED this 24th day of September 2025, by the following called vote:

AYES:	4	COMMISSIONERS:	Judeh, Davis, Patiño, and Diep
NOES:	0	COMMISSIONER:	
ABSENT:	1	COMMISSIONER:	Schoales
ABSTAINED:	0	COMMISSIONER:	

Deborah Diep
Chair

ATTEST:

Harald Luna
Planning Manager

October 28, 2025
STUDY SESSION
Item No. 9A.

City Council Agenda Report

TOURISM MARKETING UPDATE AND ECONOMIC IMPACT SUMMARY

PREPARED BY	PRESENTED BY
Sara Copping, Visit Buena Park	Sara Copping, Visit Buena Park
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

DISCUSSION

Visit Buena Park, the City's official tourism marketing organization, is pleased to report continued growth in the City's tourism sector during the 2024–2025 fiscal year. Transient Occupancy Tax (TOT) revenue reached $8.48 million—an 8.5% year-over-year increase. Through targeted campaigns, national media exposure, and digital engagement strategies, Visit Buena Park has expanded the city's reach to high-intent travelers, increased overnight visitation, and generated significant return on investment for the city and local stakeholders. These combined efforts helped drive more than 2.5 million pageviews to VisitBuenaPark.com over the course of the fiscal year.

Visit Buena Park's strategic media and marketing initiatives played a central role in achieving these results. Over the course of the fiscal year, staff hosted more than 25 travel and lifestyle media representatives. These efforts resulted in media coverage reaching over 61 million readers, viewers, and digital consumers. All content, broadcast and proactive media pitching generated over 13 billion impressions.

Over the past fiscal year 2024-2025, advertising placements appeared in major travel publications including *AAA Via Magazine*, the *Anaheim Travel Guide*, the *Visit California Travel Guide*, and multiple military publications such as the *Miramar Airshow* program. Television features included *Pat Pattison's Best of California* and multiple appearances by travel expert Emily Kaufman across stations in Sacramento, Denver, Las Vegas, Dallas, and Phoenix.

Social media platforms continue to serve as primary traffic drivers, accounting for over 55% of total website sessions. Meta (Facebook and Instagram) alone generated more than 2 million ThruPlays, indicating strong video engagement. Our integrated content strategy across YouTube, TikTok, Pinterest, and Meta continues to reinforce brand visibility and traveler intent at every stage of the visitor journey.

Visit Buena Park actively participated in ten industry conferences and trade missions, including Go West Summit, the North American Travel Journalists Association, Student & Youth Travel Association, California Society of Association Executives (CalSAE) Spectacular, and Visit California's media missions and international market activations. These high-touch engagements with travel media, tour operators, and international buyers are essential to building long-term destination awareness and itinerary inclusion.

Digital advertising campaigns remained consistent across Google platforms and through cooperative programs with Visit California, utilizing networks such as Adara and TripAdvisor. Among these, the Expedia campaign delivered the highest return on investment, generating over $9.9 million in hotel revenue across Buena Park properties.

In addition, Visit Buena Park leveraged Connected TV (CTV) platforms—including Hulu, Disney+, Netflix, and Brandzooka—to run evergreen (Land of Yes) and seasonal (Summer, Halloween, and Christmas) video ads targeted to specific travel audiences. Campaigns were tested and optimized to meet performance goals, resulting in more than 3.26 million video views.

The 2025 Buena Park Travel Guide was completed in January and 5,000 copies were printed. These guides are mailed to prospective visitors upon request, available for digital download, and distributed at select military bases and AAA offices.

To evaluate the overall economic impact of tourism into the City of Buena Park, the Buena Park Hotel Marketing Association commissioned a Tourism Economic Impact Study conducted by Dean Runyan Associates. The study found that tourism generated $393.9 million in visitor spending, which directly supported 3,353 jobs in Buena Park. Total economic impact—including direct, indirect, and related activity—reached $615.5 million. According to the study, Total tourism-generated tax revenue amounted to $23.3 million. Significantly, local tourism tax revenues offset an estimated $443 in tax burden per household within the city.

BUDGET IMPACT

Visit Buena Park's marketing efforts are funded through two primary sources: a 2% hotel assessment collected through the Buena Park Tourism Marketing District and 6% of the City's Transient Occupancy Tax (TOT). These revenues are reinvested into tourism development programs with the objective of increasing overnight stays, supporting local businesses, and generating tax revenue for the City.

For Fiscal Year 2025–2026, Visit Buena Park's total operating budget is $1.87 million. Of this amount, approximately $500,000 is contributed by the City through the General Fund, while the remaining $1.37 million is funded through the hotel assessment. All expenditures are strategically aligned with Visit Buena Park's mission to become a recognized travel destination and increase overnight hotel stays to economically impact the City.

Attachments

Buena Park Tourism Impacts FY 2024-2025 FINAL.pdf



The Economic Impact of Travel in Buena Park, California

Fiscal Year 2024-2025 Preliminary Estimates

Visit Buena Park

10/16/2025

PRIMARY RESEARCH CONDUCTED BY
Dean Runyan Associates
833 SW 11th Avenue Suite 920
Portland, Oregon 97205

Photo by Visit Buena Park

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Buena Park, CA

FY 2024-2025p

Direct Travel Impacts

Summary, FY 2024-2025p

Buena Park, California is a lively destination in northern Orange County, best known as the home of Knott's Berry Farm, one of America's oldest theme parks. Just minutes from Anaheim and the California coast, Buena Park is a convenient hub for both adventure and relaxation.

- **Overnight Visitor volume** (person-trips) increased 5.6% from 443,900 visitors in FY 23-24 to 468,800 visitors in FY 24-25.
- **Visitor spending** was $393.9 million in FY 24-25, an 8.1% increase compared to the previous year.
- **Direct earnings** (wages, benefits, and proprietor income generated by travel) grew 4.8%, from $136.4 million in FY 23-24 to $143.0 million in FY 24-25.
- **Direct travel generated employment** gained approximately 61 jobs in FY 24-25, a 1.9% increase compared to the previous year.
- **Local tax revenue** generated by visitor spending totaled $10.7 million in FY 24-25, an 8.7% increase compared to FY 23-24. In FY 24-25, local tax revenue generated approximately $443 per local household.



Photo by Visit Buena Park

In FY 24-25, visitors spent **$393.9 million, a 8.1% increase** compared to the previous year.

Note: This report describes the travel impacts within Buena Park. All estimates are reported in terms of the fiscal year. These estimates are subject to revision if more comprehensive data becomes available. Expenditures made by visitors outside of city limits are classified as "Day Travel".

Direct Travel Impacts

Historical Trend Tables

Direct Impact Summary

	2019	2020	2021	2022	2023	2024	2025	% Chg. 24-25	CAGR* 19-25
Spending ($Millions)									
Visitor	326.6	307.6	186.9	309.2	337.2	364.3	393.9	8.1%	3.2%
Total	**326.6**	**307.6**	**186.9**	**309.2**	**337.2**	**364.3**	**393.9**	**8.1%**	**3.2%**
Earnings ($Millions)									
Earnings	110.2	105.4	67.4	105.2	128.1	136.4	143.0	4.8%	4.4%
Employment (Jobs)									
Employment	3,067	3,058	1,592	2,688	3,168	3,292	3,353	1.9%	1.5%
Tax Revenue ($Millions)									
Local	8.4	7.1	4.6	8.3	9.3	9.9	10.7	8.7%	4.0%
State	10.3	10.0	6.4	9.8	10.7	11.6	12.5	7.7%	3.4%
Total	**18.7**	**17.1**	**11.0**	**18.1**	**20.0**	**21.5**	**23.3**	**8.2%**	**3.7%**

Note: Employment figures represent annual average jobs. All estimates are reported in terms of the fiscal year.

*CAGR stands for Compound Annual Growth Rate and shows the average rate of growth each year over a certain period.

Direct Travel Impacts

Historical Trend Tables

Direct Spending Summary

	2019	2020	2021	2022	2023	2024	2025	% Change 24-25	CAGR* 19-25
Spending ($Millions)									
Visitor	326.6	307.6	186.9	309.2	337.2	364.3	393.9	8.1%	3.2%
Total	**326.6**	**307.6**	**186.9**	**309.2**	**337.2**	**364.3**	**393.9**	**8.1%**	**3.2%**
Visitor Spending by Type of Traveler Accommodation ($Millions)									
Hotel, Motel, STVR	225.0	206.5	102.7	201.0	224.2	246.5	270.9	9.9%	3.1%
Hotel, Motel	225.0	206.5	102.7	201.0	224.2	245.7	270.2	10.0%	NA
STVR	0.0	0.0	0.0	0.0	0.0	0.8	0.7	-5.0%	NA
Private Home (VFR)	46.6	47.3	48.1	54.2	54.9	55.5	56.4	1.7%	3.2%
Seasonal Home (2nd Home)	1.1	1.0	1.5	1.8	2.1	2.2	2.2	2.2%	12.9%
Day Travel	53.9	52.8	34.6	52.1	55.9	60.2	64.4	6.9%	3.0%
Total	**326.6**	**307.6**	**186.9**	**309.2**	**337.2**	**364.3**	**393.9**	**8.1%**	**3.2%**
Visitor Spending by Commodity Purchased ($Millions)									
Accommodations	61.7	49.6	32.1	61.3	69.7	72.8	79.3	8.8%	4.3%
Food Service	101.6	100.7	60.0	97.1	105.2	118.2	129.8	9.9%	4.2%
Food Stores	10.6	10.6	8.1	11.2	11.7	12.5	13.3	6.6%	3.9%
Arts, Ent. & Rec.	82.8	79.6	39.7	72.6	79.8	86.3	92.7	7.5%	1.9%
Retail Sales	63.5	61.5	42.6	60.1	64.0	67.1	70.9	5.6%	1.9%
Local Tran. & Gas	6.5	5.6	4.3	7.0	6.8	7.5	7.9	6.5%	3.5%
Total	**326.6**	**307.6**	**186.9**	**309.2**	**337.2**	**364.3**	**393.9**	**8.1%**	**3.2%**

Note: All estimates are reported in terms of the fiscal year. STVR data is not available for all years.
*CAGR stands for Compound Annual Growth Rate and shows the average rate of growth each year over a certain period.

For more information, see Glossary on page 20.

Direct Travel Impacts

Historical Trend Tables

Direct Impact Detail

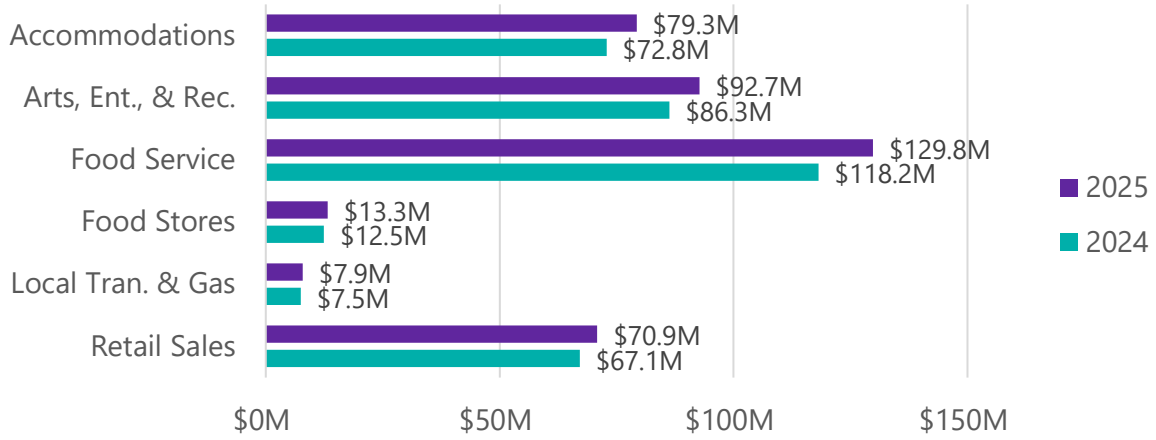
	2019	2020	2021	2022	2023	2024	2025	% Change 24-25	CAGR** 19-25
Earnings ($Millions)									
Accom. & Food Serv.	60.5	58.7	35.9	59.3	75.5	77.5	79.7	2.9%	4.7%
Arts, Ent. & Rec.	38.0	35.4	21.5	34.6	40.7	46.3	49.8	7.5%	4.6%
Retail*, Ground Trans. & Other	11.8	11.3	10.1	11.2	11.8	12.6	13.4	6.8%	2.3%
Total	**110.2**	**105.4**	**67.4**	**105.2**	**128.1**	**136.4**	**143.0**	**4.8%**	**4.4%**
Employment (Jobs)									
Accom. & Food Serv.	1,669	1,598	887	1,359	1,652	1,682	1,691	0.5%	0.2%
Arts, Ent. & Rec.	1,070	1,165	513	1,033	1,204	1,284	1,327	3.3%	3.7%
Retail*, Ground Trans. & Other	328	295	192	296	312	326	335	2.8%	0.4%
Total	**3,067**	**3,058**	**1,592**	**2,688**	**3,168**	**3,292**	**3,353**	**1.9%**	**1.5%**
Tax Revenue ($Millions)									
City	8.1	6.8	4.4	8.0	9.0	9.4	10.3	8.7%	4.1%
County	0.4	0.4	0.2	0.4	0.4	0.4	0.4	8.2%	3.3%
State	10.3	10.0	6.4	9.8	10.7	11.6	12.5	7.7%	3.4%
Total	**18.7**	**17.1**	**11.0**	**18.1**	**20.0**	**21.5**	**23.3**	**8.2%**	**3.7%**

Note: All estimates are reported in terms of the fiscal year.
*Retail includes gasoline station employment and earnings.
**CAGR stands for Compound Annual Growth Rate and shows the average rate of growth each year over a certain period.

For more information, see Glossary on page 20.

Direct Spending

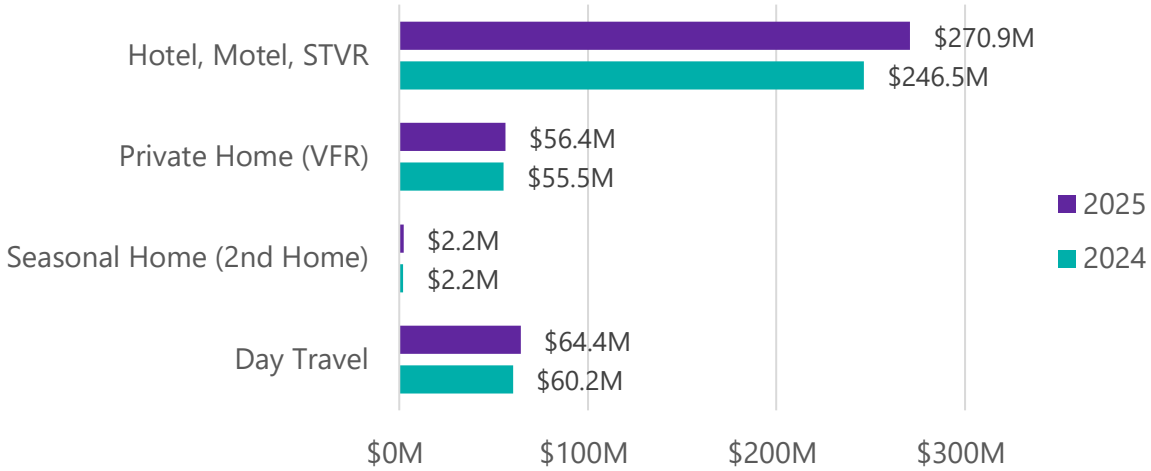
Visitor Spending by Commodity Purchased



Visitors spent $79.3 million on accommodations during FY 24-25, a **$6.4 million or 8.8% increase** compared to the previous year.

Sources: Dean Runyan Associates, OmniTrak Group, U.S. Energy Information Administration, U.S. Bureau of Transportation Statistics

Visitor Spending by Accommodation Type

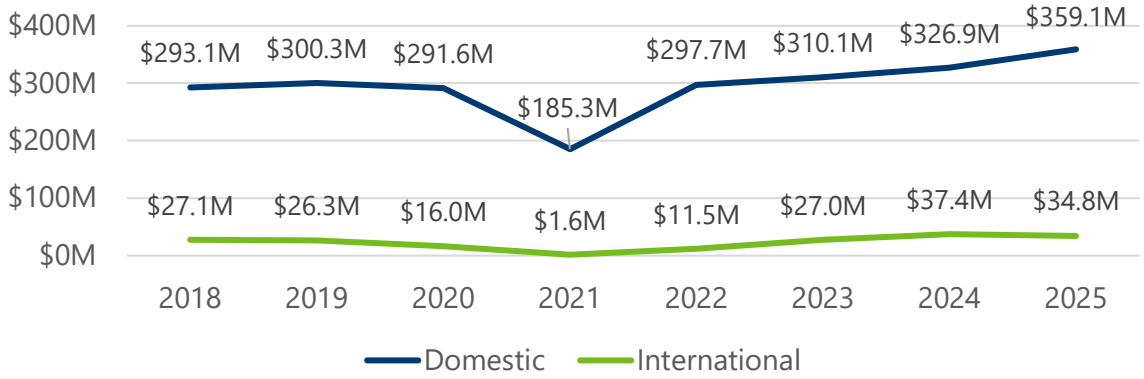


Visitors who stayed in a hotel, motel, or STVR contributed $270.9 million of visitor spending, a **$24.5 million or 9.9% increase** compared to the previous year.

Sources: Dean Runyan Associates, OmniTrak Group, Smith Travel Research, U.S. Census Bureau

Direct Spending

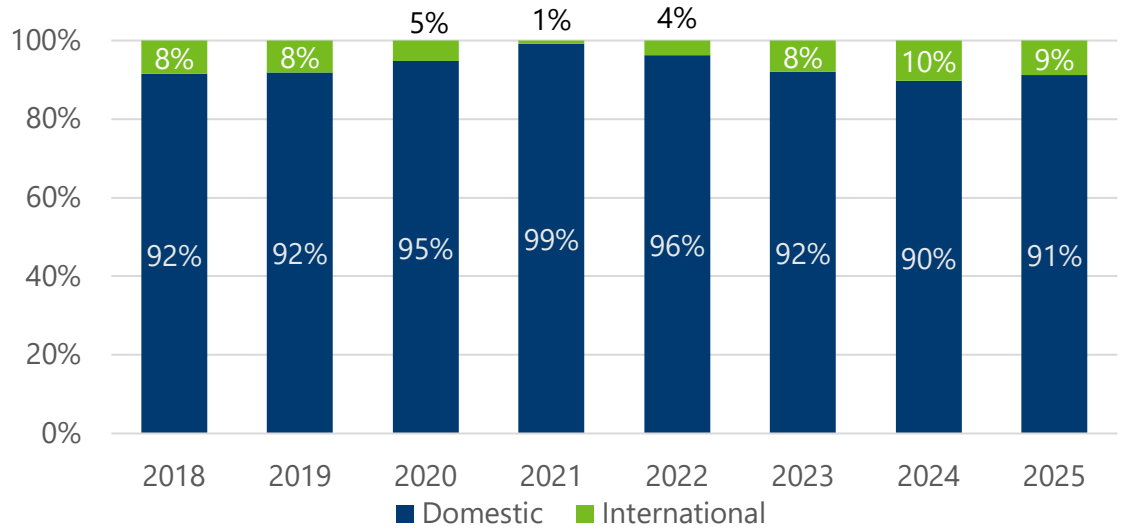
Visitor Spending by Origin



Domestic visitors spent $359.1 million in FY 24-25, a **9.9% or $32.2 million increase** compared to the previous year.

Sources: Dean Runyan Associates, Knott's Berry Farm, Placer.ai

Proportion of Visitor Spending by Origin

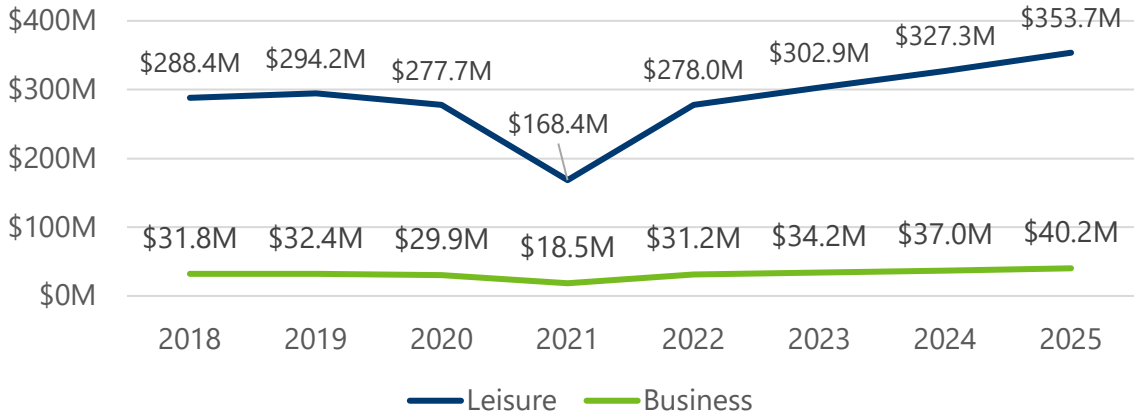


Domestic visitors make up most of the visitor spending, contributing 91% of overall visitor spending in FY 24-25.

Sources: Dean Runyan Associates, Knott's Berry Farm, Placer.ai

Direct Spending

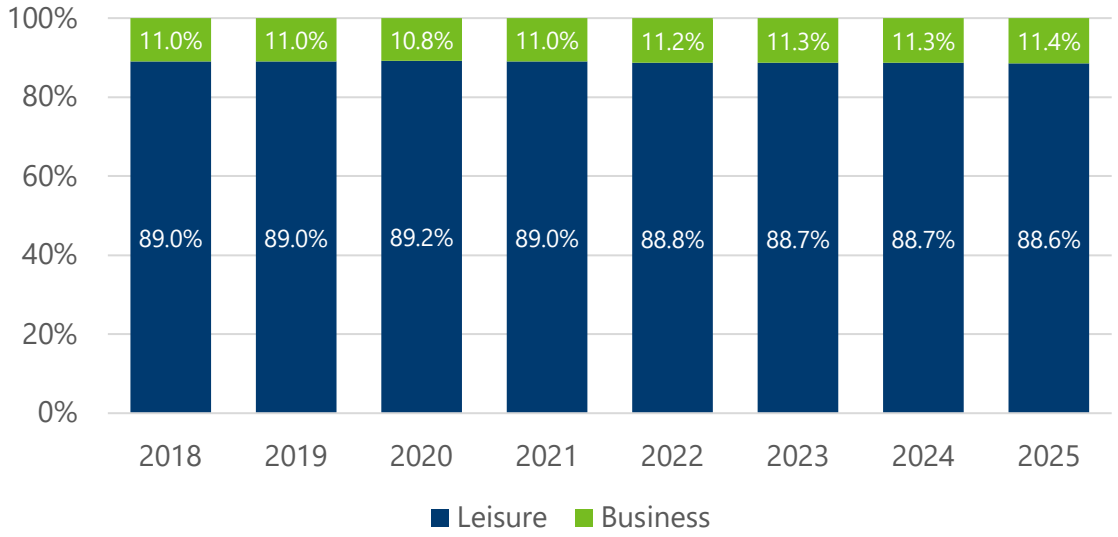
Visitor Spending by Trip Purpose



Visitors traveling for leisure spent $353.7 million in FY 24-25, an **8.1% or $26.4 million increase** compared to the previous year.

Sources: Dean Runyan Associates, OmniTrak Group

Proportion of Visitor Spending by Trip Purpose

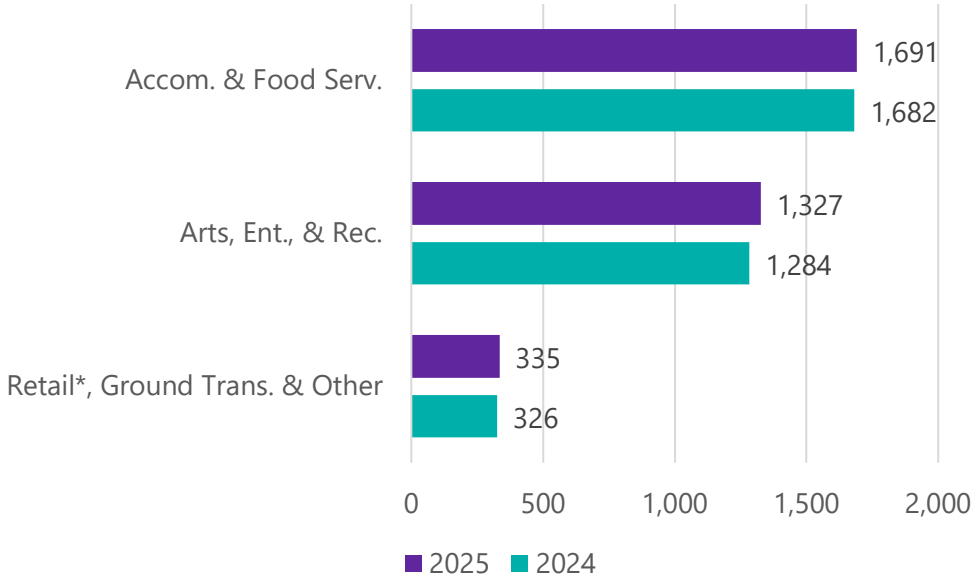


Visitors traveling for **leisure make up most of the visitor spending**, contributing 88.6% of overall visitor spending in FY 24-25.

Sources: Dean Runyan Associates, OmniTrak Group

Direct Employment

Travel Industry Employment



Sources: Dean Runyan Associates, U.S. Bureau of Labor Statistics, U.S. Bureau of Economic Analysis
Note: Employment figures represent annual average jobs.
*Retail includes gasoline station employment.

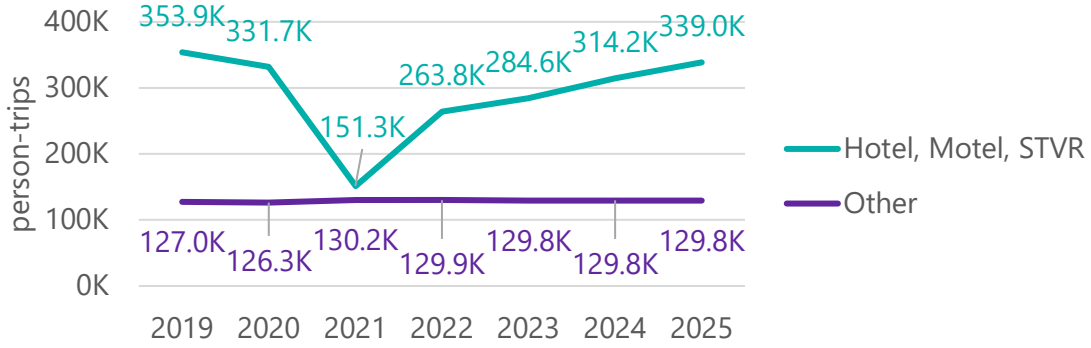
Overall, the travel industry **gained approximately 61 jobs in FY 24-25, a 1.9% increase** compared to the previous year.



Photo by Visit Buena Park

Overnight Visitor Volume

Visitor Volume



Approximately 314,200 visitors stayed in a hotel, motel, or STVR in FY 24-25**, a 10.4% increase** compared to the previous year.

Sources: City of Buena Park, U.S. Census Bureau, Smith Travel Research, OmniTrak Group, Dean Runyan Associates
Note: DRA estimates overnight visitor volume by cross-referencing visitor surveys and lodging data. Because of this, the volume estimates reported here may not align with estimates that rely solely on visitor surveys. Visitor Spending is a more reliable metric to Visitor Volume in accounting for changes in the travel industry, as it is more closely tied to economic data and lessens the variability from visitor surveys.

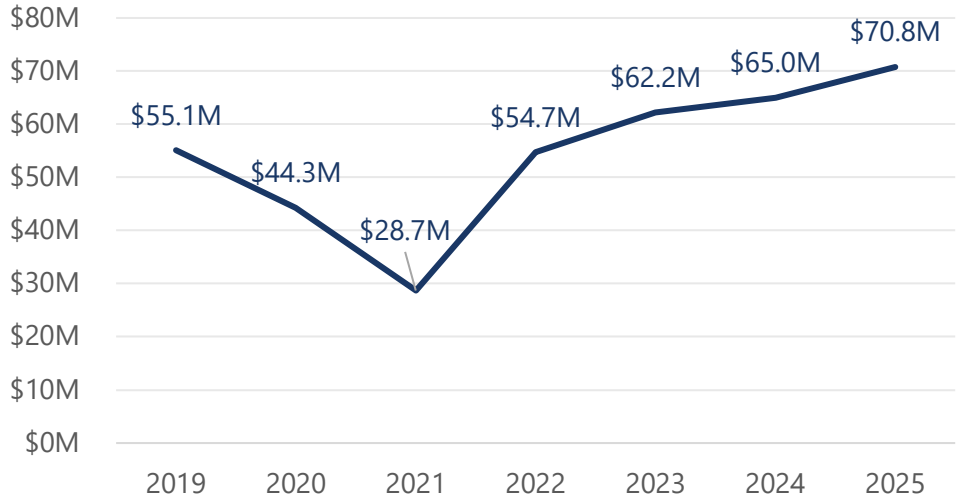
Visitor Nights and Trips

	Person			Party		
	2023	**2024**	**2025**	**2023**	**2024**	**2025**
Nights						
Hotel, Motel	843,200	929,700	1,003,400	286,300	315,600	340,700
Private Home (VFR)	458,400	458,400	458,400	212,200	212,200	212,200
Other Overnight	19,200	19,200	19,200	6,200	6,200	6,200
Total	**1,320,800**	**1,407,300**	**1,481,100**	**504,700**	**534,100**	**559,100**
Trips						
Hotel, Motel	284,600	314,200	339,000	96,700	106,700	115,100
Private Home (VFR)	125,000	125,000	125,000	57,900	57,900	57,900
Other Overnight	4,800	4,800	4,800	1,500	1,500	1,500
Total	**414,400**	**443,900**	**468,800**	**156,100**	**166,100**	**174,500**

Note: Figures are rounded to the nearest hundred. Day travel volume estimates are not included because of data limitations.

Overnight Visitor Details

Taxable Lodging Sales



Taxable lodging sales totaled $70.8 million in FY 24-25, a **$5.8 million or 8.8% increase** compared to the previous year.

Sources: City of Buena Park, Dean Runyan Associates

Overnight Trip Details

	Spending per Person		Spending per Party			
	Day	Trip	Day	Trip	Party Size	Length of Stay
Hotel, Motel	$270	$799	$795	$2,354	2.9	3.0
Private Home (VFR)	$123	$451	$266	$974	2.2	3.7
Other Overnight	$117	$470	$361	$1,458	3.1	4.0
All Overnight	$223	$703	$589	$1,888	2.6	3.2

On average, visitors who stayed in a hotel or motel **spent $270 per day** and stayed approximately **3 days.**

Sources: U.S. Census Bureau, Smith Travel Research, OmniTrak Group, Dean Runyan Associates

Total Impacts

Largest Secondary Industries FY 2024-2025p

The impacts in this section are presented in eleven major industry groups. These industry groups are similar, but not identical to the business categories used to report the direct impacts in this report. (The specific industries that comprise these groups are listed in IMPLAN/Secondary Effects.)

- **Professional Services** (229 jobs and $21.1 million in earnings) A variety of administrative services (e.g., accounting and advertising) are utilized by travel businesses. Employees of these businesses also purchase professional services.
- **Financial Activities** (197 jobs and $15.1 million in earnings) Both businesses and individuals make use of banking and insurance institutions.
- **Education and Health Services** (142 jobs and $9.8 million in earnings) The secondary effects are primarily induced, such as employees of travel-related businesses use of medical services.
- **Trade** (130 jobs and $8.9 million in earnings) Employees and travel businesses purchase goods and services from merchants, distributors, and shipping providers.

Note: In general, geographic areas with lower levels of economic activity will have smaller secondary impacts within those same geographic boundaries.



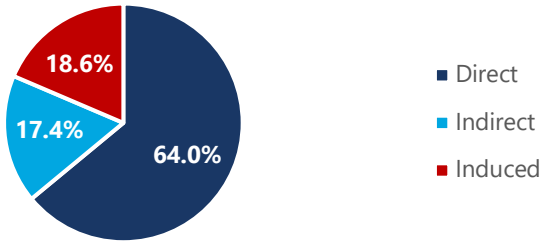
Indirect and induced impacts are the two categories of secondary economic impacts.

What are secondary impacts?

Secondary impacts are the result of re-spending of travel-related revenues. **Indirect** impacts represent effects associated with industries that supply goods and services to the direct businesses. **Induced** impacts represent effects of purchases made by employees in both the direct and indirect businesses.

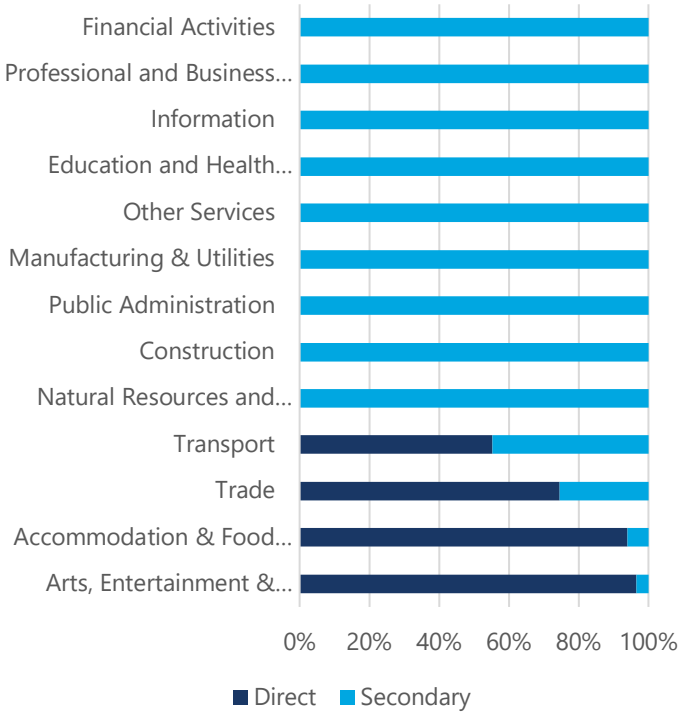
Total Impacts

Total Spending FY 2024-2025p



Accommodations and Food Services had the most direct spending and **Financial Activities** generated the most secondary spending.

Total Spending by Industry Group FY 2024-2025p

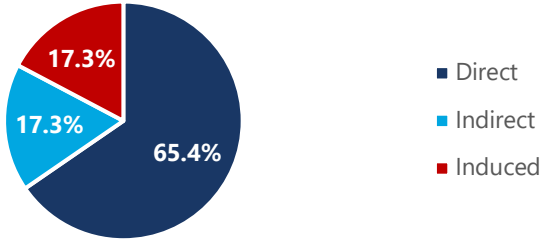


		Secondary			
Industry Group	**Direct**	**Indirect**	**Induced**	**Total**	**Grand Total**
Accommodation & Food Services	209.1	4.1	9.2	13.3	222.4
Arts, Entertainment & Recreation	92.7	1.0	2.3	3.3	96.0
Trade	87.6	12.6	17.3	30.0	117.6
Transport	4.5	1.8	1.8	3.6	8.1
Professional and Business Services		33.8	9.8	43.6	43.6
Other Services		0.0	0.0	0.1	0.1
Public Administration		2.1	0.9	3.0	3.0
Construction		2.6	1.4	4.0	4.0
Natural Resources and Mining		10.8	7.4	18.3	18.3
Manufacturing & Utilities		32.5	40.0	72.5	72.5
Information		0.0	17.6	17.7	17.7
Financial Activities		3.2	5.1	8.3	8.3
Education and Health Services		2.5	1.4	3.9	3.9
All industries	**393.9**	**107.2**	**114.3**	**221.5**	**615.5**

Note: Figures reported in millions, values may not add to totals due to rounding
Source: IMPLAN, DRA

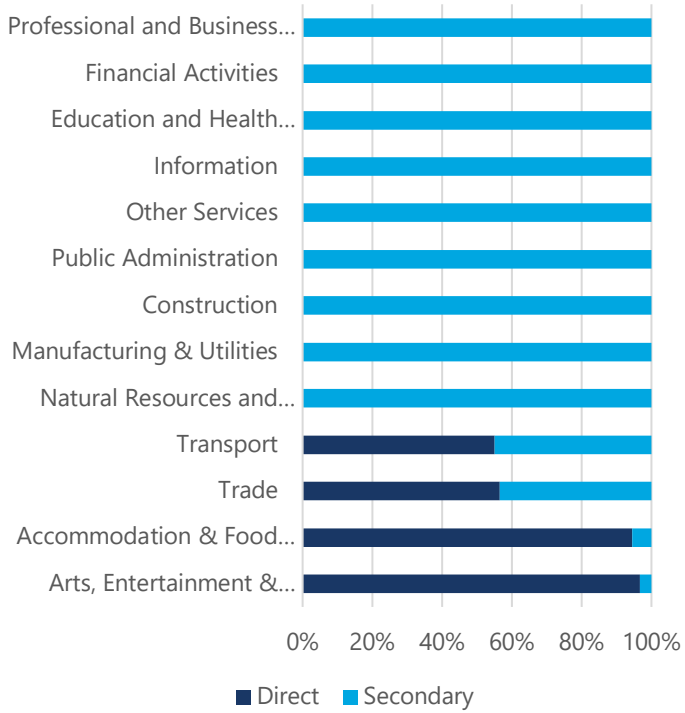
Total Impacts

Total Earnings FY 2024-2025p



Accommodations and Food Services had the most direct earnings and **Professional and Business Services** generated the most secondary earnings.

Total Earnings by Industry Group FY 2024-2025p

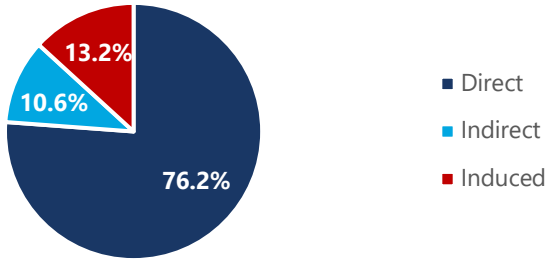


		Secondary			
Industry Group	**Direct**	**Indirect**	**Induced**	**Total**	**Grand Total**
Accommodation & Food Services	79.7	1.7	3.0	4.7	84.4
Arts, Entertainment & Recreation	49.8	0.5	1.2	1.7	51.5
Trade	11.5	3.4	5.4	8.9	20.4
Transport	1.9	0.8	0.8	1.6	3.5
Professional and Business Services		16.4	4.7	21.1	21.1
Other Services		0.0	0.0	0.0	0.0
Public Administration		0.7	0.4	1.1	1.1
Construction		0.6	0.3	0.9	0.9
Natural Resources and Mining		2.8	1.8	4.6	4.6
Manufacturing & Utilities		8.1	7.0	15.1	15.1
Information		0.0	9.8	9.8	9.8
Financial Activities		1.5	2.7	4.1	4.1
Education and Health Services		1.4	0.7	2.1	2.1
All industries	**143.0**	**37.9**	**37.8**	**75.6**	**218.6**

Note: Figures reported in millions, values may not add to totals due to rounding
Source: IMPLAN, DRA

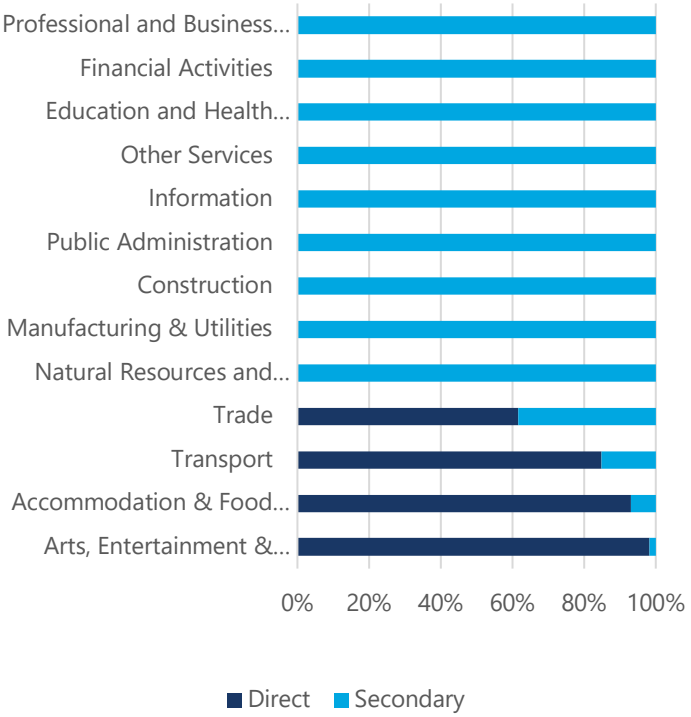
Total Impacts

Total Employment FY 2024-2025p



Accommodations and Food Services had the most direct employment. The most secondary employment was in **Trade**, as well as **Professional and Business Services** industries.

Total Employment by Industry Group FY 2024-2025p



		Secondary			
Industry Group	**Direct**	**Indirect**	**Induced**	**Total**	**Grand Total**
Accommodation & Food Services	1,691	43	82	126	1,817
Arts, Entertainment & Recreation	1,327	6	18	24	1,351
Trade	209	40	90	130	339
Transport	126	11	12	23	149
Professional and Business Services	0	175	54	229	229
Other Services	0	0	0	0	0
Public Administration	0	8	5	13	13
Construction	0	6	2	8	8
Natural Resources and Mining	0	32	20	53	53
Manufacturing & Utilities	0	110	87	197	197
Information	0	0	141	142	142
Financial Activities	0	22	59	81	81
Education and Health Services	0	12	11	23	23
All Industries	**3,353**	**467**	**581**	**1,049**	**4,402**

Note: Values may not add to totals due to rounding
Source: IMPLAN, DRA

Glossary

Term	Definition
Accommodations	Overnight lodging for travelers, vacationers, and others. Paid accommodations include hotels, motels, STVRs, bed & breakfasts, RV resorts, and campgrounds. Unpaid accommodations include seasonal homes (2nd homes) and private home visiting friends or relatives (VFR)
Arts, Ent., Rec., & Gaming	Establishments that facilitate live performances or events, preserve exhibits and sites for public viewing, or facilitate recreational leisure-time activities. Examples include event venues, non-hotel casinos, and museums
Day Travel	Greater than 50 miles traveled non-routine to the destination
Destination Spending	Interchangeable with Visitor Spending. Direct spending made by visitors in a destination
Direct Earnings	Total after-tax net income for travel. Includes wages and salary disbursements, proprietor income, and other earned income or benefits
Direct Employment	Employment generated by direct spending; includes full time, part time, seasonal, and proprietors
Direct Spending	Expenditures made by consumers; a combination of Visitor Spending and Other Spending
Food Services	Establishments that prepare food and beverages for immediate consumption on premise or off-premises
Food Stores	Retail establishments that primarily sell food and beverage products
Hotel, Motel, STVR	Accommodation types that house transient lodging activity
Local Taxes	City and county taxes generated by travel spending
Local Trans. & Gas	Local transportation includes 1) transportation by taxi, limousine, rail, water, charter bus, urban transit, or interurban and rural bus system 2) rental of a passenger car or non-commercial truck, trailer, or RV 3) parking lots and garages. Gas includes establishments who primarily sell auto fuels and oils
Other Overnight	Combination of overnight visitors who stay in RV resorts, campgrounds, or 2nd homes
Other Spending	Spending by residents on travel arrangement services, or spending on convention activities
Private Home (VFR)	Personal residences used to host visiting friends and family overnight
Retail Sales	Establishments that sell goods to the public
Seasonal home (2nd home)	Homes under private ownership for personal use as a vacation property
State Taxes	State taxes generated by travel spending
STVR	Short Term Vacation Rental. Private and semi-private lodging rented by owners or property management companies (e.g. Airbnb, VRBO)
Visitor Spending	Direct spending made by visitors in a destination

Methodology

The direct travel impacts reported in this analysis were estimated using DRA's Regional Travel Impact Model (RTIM). First developed in 1985, this model estimates direct impacts at a local level without relying on annual survey research. The "bottom up" approach of the RTIM involves modeling of private and public data at the county level, ensuring that the final findings correspond closely with the various travel indicators available for each respective county. Results are then aggregated into regions and the state or disaggregated to the city level based on relevant indicators at these geographic levels. The result is a detailed profile of taxes, employment, wages, and spending that can be tracked consistently over time.

The economic impact associated with day visitors and overnight visitors is a primary breakout included in this report. Lodging tax data and survey data on visitor expenditures inform estimates of total spending associated with overnight visitors who stay in commercial lodging in the studied region. DRA maintains its own expenditure distribution database for each state we work in, with input from multiple major survey providers. The inventory of campgrounds is collected for commercial and public sites, and occupancy is modeled based on a representative subset of sites. Sales attributable to travelers staying in their second homes are calculated from inventories from the US Census and public information on average utilization rates. Visitation of friends and relatives (VFR) is generally stable across time and geography, the primary driver for a destination being the local resident population. Estimates of visitor spending related to day travel can be driven by several factors, including proximity to nearby populous areas, opportunities for recreation and shopping, and inventory of lodging options compared to surrounding areas. Baseline estimates for day visitation are calculated as a factor of overnight visitation, the factor derived from regional results of national visitor profile data.

Spending on travel-related activities translates into jobs, earnings, and taxes. Calculation of these direct impacts relies on public data on jobs, wages, and business receipts by industry for each geographical area. State and local taxes on travel-related business are also factor in triangulating direct travel impacts. DRA estimates overnight visitor volume by cross-referencing visitor surveys and lodging data. Because of this, the volume estimates reported here may not align with estimates that rely solely on visitor surveys. Visitor Spending is a more reliable metric than Visitor Volume in accounting for changes in the travel industry, as it is more closely tied to economic data and lessens the variability from visitor surveys.

Findings in this report have been compared to various public and private data sources to ensure that the economic impacts estimates are as accurate as possible. Key private data sources used for the purposes of this analysis include Smith Travel Research and OmniTrak. Public data sources include the U.S. Census Bureau, U.S. Bureau of Economic Analysis (BEA), U.S. Bureau of Labor Statistics (BLS), U.S. Energy Information Administration (EIA), U.S. Bureau of Transportation Statistics (BTS), California Employment Development Department (EDD), and the city of Buena Park.

October 28, 2025
STUDY SESSION
Item No. 9B.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING METERED PARKING ON SECTIONS OF STANTON AVENUE AND GRAND AVENUE

PREPARED BY	PRESENTED BY
Norm Wray, Senior Engineering Technician	Norm Wray, Senior Engineering Technician
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

DISCUSSION

On July 22, 2025, Council Member Sonne calendared a future City Council Meeting agenda item to request a review of options for metered parking on sections of Stanton Avenue and Grand Avenue.

EXISTING CONDITIONS

STANTON AVENUE:

Stanton Avenue between Crescent Avenue and Buena Park Downtown is a 4 lane arterial street divided by landscaped medians. The zoning on the east side of the street is Single Family Residential (RS-6), and the zoning on the west side of the street is Amusement Resort (AR).

- Parking is currently allowed on both sides of the street, though certain segments are marked with “No Parking” restrictions.
- The **east side** is mainly used by local residents, though some Knott’s guests also park there.
- The **west side** is heavily utilized by Knott’s Soak City visitors during the summer season.
- Adjacent Knott’s parking lots charge $35 per day.

GRAND AVENUE:

Grand Avenue between Crescent Avenue and the City of Anaheim is a 2 lane local collector street divided by a striped yellow centerline. The zoning in the area varies, and includes single family residential (RS-6), multi-family residential (RM-20), and commercial general (CG).

- Most areas allow street parking, except where restricted for sight distance near intersections and driveways.
- The Grand Avenue Frontage Road (Grand FR) runs parallel and offers additional parking along its west side.
- Nearby streets (Adams Way and Jackson Way) are in a Preferential Parking District (PPD), limiting parking to residents only. The Grand FR is not currently part of this PPD.
- This area is located near the Knott’s Preferred Parking Lot, which charges $55 per day.

- Parking demand is consistently high due to nearby dense housing and the proximity to Knott's. Residents report increased use of Grand Avenue and Grand FR by theme park visitors avoiding parking fees.

ANALYSIS

To guide decision-making, staff evaluated potential meter installation areas based on current usage patterns, zoning, proximity to high-demand destinations, and potential impacts on residents. This analysis focused on balancing the goals of improving parking turnover, deterring long-term non-resident parking (particularly by theme park visitors), and minimizing unintended burdens on nearby residents. Multiple layout scenarios and policy tools were considered, including metering hours, preferential parking districts, and resident exemptions, to ensure a comprehensive approach.

STANTON AVENUE:

Staff analyzed the west side of Stanton Avenue and identified a possible layout supporting approximately 38 metered spaces (see Attachment 2). Red curbs would be maintained at:

- Maple Drive intersection for pedestrian visibility and compliance with CVC §22500(a).
- Knott's Soak City driveway for sight distance.
- Crescent Avenue to preserve the existing right-turn lane.
- Staff has observed parking in the area, and has found that during the summer (when Soak City is open), parking here is in high demand. However, through the rest of the year, it is generally in low demand.
- Staff also believes that summer time parking demand is largely driven by Soak City guests.

Potential Impacts

If metering is limited to the west side, vehicles may shift to the east side, increasing parking pressure on residential properties. Therefore, any metered parking proposal on Stanton Avenue could be paired with the creation of a Preferential Parking District (PPD) for the east side and adjacent residential neighborhood to mitigate this spillover.

Note: On-street parking is already prohibited on Crescent Avenue and Stanton Avenue north of Buena Park Downtown.

GRAND AVENUE AND GRAND AVENUE FRONTAGE ROAD:

A draft layout identifies up to 87 metered spaces across Grand Avenue and the Grand FR (see Attachment 4), while preserving necessary red curb zones for safety and visibility.

With regards to resident impacts and respective mitigation, staff thoroughly evaluated each scenario. Since many nearby residents rely on on-street parking, especially in multifamily housing, implementing 24/7 metered parking would impose a cost burden. Staff has identified the following mitigation options:

Option 1: Limit Meter Hours (e.g., 9 AM – 6 PM)

- Allows overnight free parking.
- Staff conducted license plate tracking over one week to distinguish residents from Knott's guests. Based on staff's vehicle count and license plate match analysis, some daytime parking is used by Knott's guests, but a significant portion is likely residents.
- This option reduces but does not eliminate impact on residents.

Option 2: Establish a New PPD (with or without meters)

- Residents with permits could park on Grand Avenue and Grand FR without payment.
- If implemented without metering, it would prevent Knott's guests from parking altogether.
- However, issuing one permit per unit (for an estimated 250–300 multifamily units) may be insufficient for households with more than one car.

Option 3: Allow Free Resident Parking in Metered Spaces

- Some meter vendors offer systems where verified residents can register license plates to park free of charge.
- Feasibility depends on vendor capabilities and the system selected by the City.

However, If meters are installed, Knott's guests may park farther away to avoid payment. Streets such as Haldor Place, Fillmore Drive, and Jackson Way are potential targets. Fillmore and Jackson already have high demand. Haldor, with lower usage, could see increased parking activity.

LEGAL CONSIDERATIONS

The California Vehicle Code **(CVC)** governs implementation of paid parking:

- **CVC §22508(a)** – Requires a City ordinance to establish a Parking Payment Zone (PPZ) and set rates.
- **CVC §22508(d)** – Ordinance must be subject to referendum.
- **CVC §22508(e)** – Mobile app payment options may be offered but cannot be required. At least one physical pay station must be installed.

Additional sections (22508.2 and 22508.5) are referenced but are not broadly applicable to Buena Park.

COSTS AND TECHNOLOGY

Staff consulted with **LAZ Parking**, a vendor used by Santa Ana, Newport Beach, Palm Springs, and Pomona. Key implementation considerations include:

Payment Options

- Digital Platform: Users pay via app or website (QR codes posted in area).
- Pay Stations: Required under state law. Estimated cost: $4,000–$6,000 each, not including installation. Standard ratio: 1 pay station per 5–8 stalls or I pay station per 1 metered parking zone focusing on digital payments.

Rate Structures (Examples):

- Flat rate: $4.00/hour
- Tiered rate: $4.00 first hour, $2.00 per hour after
- Daily max: $30 or $35 per day (see below for site-specific examples)

Enforcement Options

- City purchases handheld enforcement devices ($1,500–$2,000 each)
- Integrate with existing Police Department systems (API compatibility available)
- Contract enforcement through LAZ Parking (cost is included below)

Resident Access

- Residents may register plates through a "Residents Portal".
- Verified plates are exempted from payment, allowing free use of metered spaces.

Ongoing Costs

- Platform hosting could be billed as a monthly fee or per transaction (e.g., $0.45 per payment).
- Final pricing depends on LAZ Parking's occupancy study and revenue projections.
- The estimated ongoing cost for operating the metered parking (with enforcement) is $8,000 to $12,000 per month, assuming both zones are approved.

PROPOSED PARKING RATES

Location	Nearby Lot Rate	Suggested Meter Rate
Stanton Avenue	$35/day (Knott's general lot)	$4/hour, $35 daily max
Grand Avenue / Grand FR	$55/day (Knott's preferred lot)	$6/hour, $55 daily max

Attachments

Att 1 of 7 - Vicinity Map Stanton.pdf
Att 2 of 7 - Parking Stanton.pdf
Att 3 of 7 - Vicinity Map Grand.pdf
Att 4 of 7 - Parking Grand.pdf
Att 5 of 7 - CVC 22508.pdf
Att 6 of 7 - CVC 22508.2.pdf
Att 7 of 7 - CVC 22508.5.pdf



City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

METERED PARKING STUDY

PAID PARKING SPACE REVIEW
STANTON AVENUE
VICINITY MAP

EXHIBIT NO.

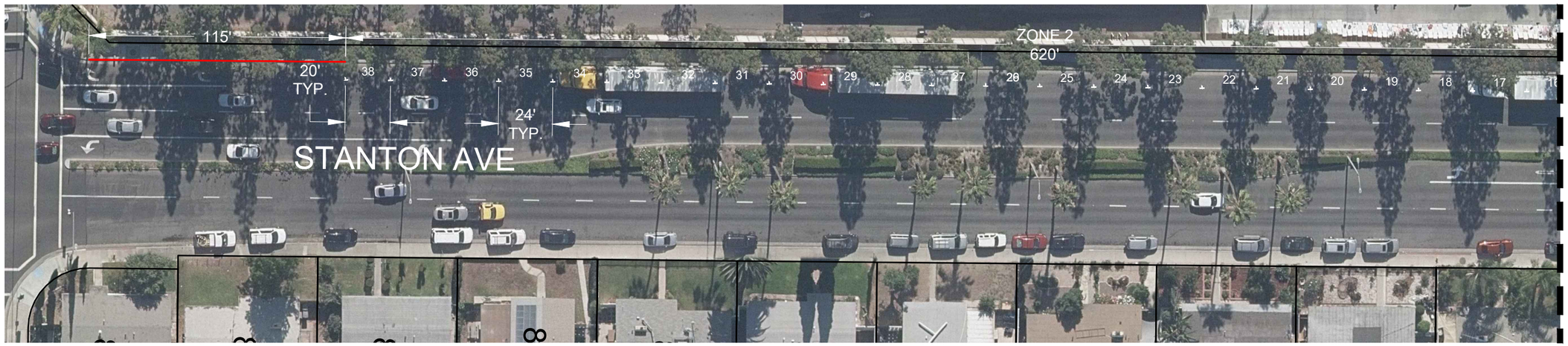
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NOTES:

1. ALL END PARKING STALLS ARE 8' X 20'
2. ALL OTHER PARKING STALLS ARE 8' X 24'
3. THIS PLAN ACHIEVES A TOTAL OF 38 PARKING STALLS
4. THE EXISTING CONFIGURATION ALLOWS FOR PARKING FOR APPROXIMATELY 43 VEHICLES

0 50' 100'
SCALE: 1" = 100'

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City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

METERED PARKING STUDY

PAID PARKING SPACE REVIEW
STANTON AVENUE
PARKING LAYOUT

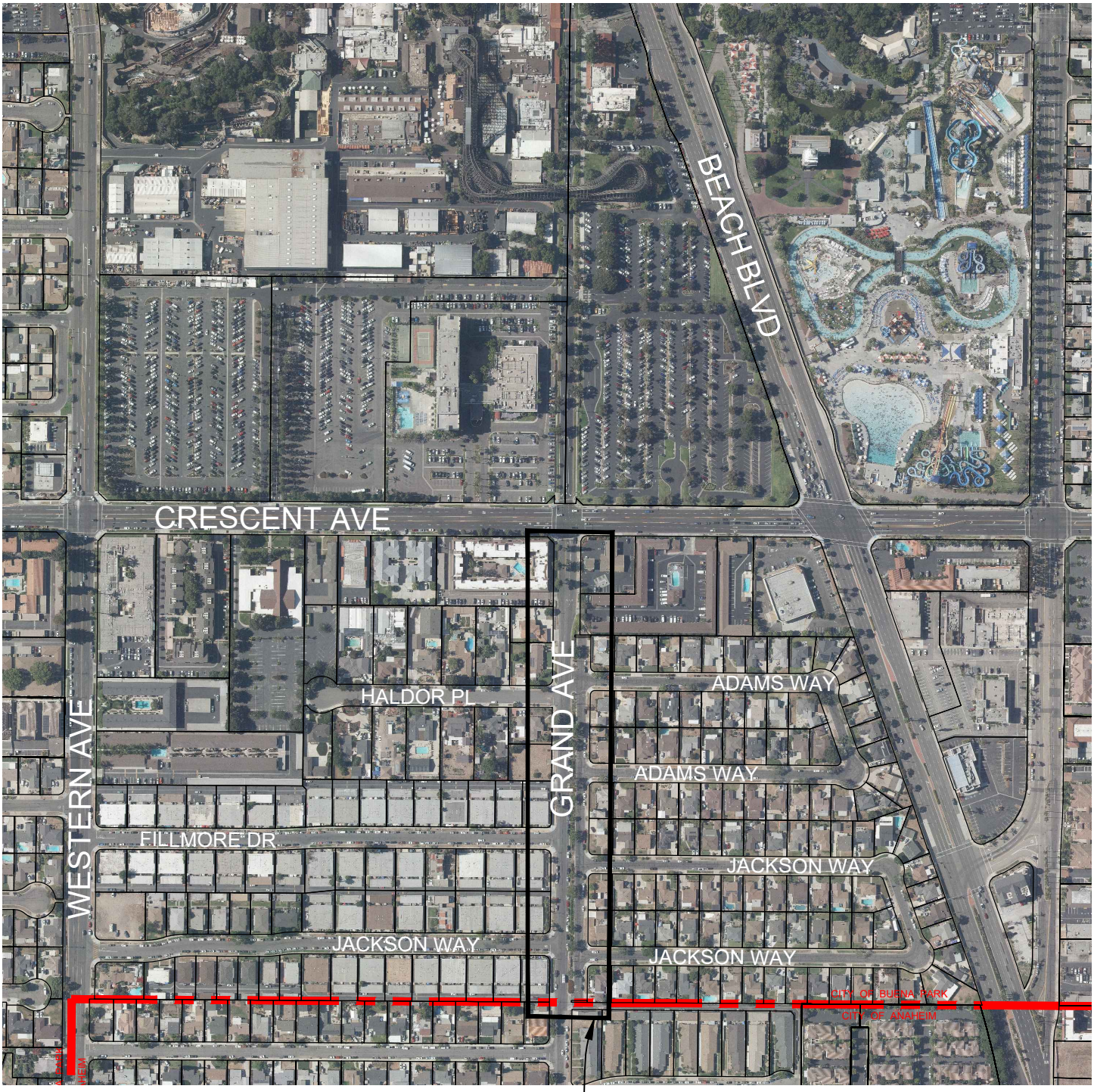
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City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

METERED PARKING STUDY

PAID PARKING SPACE REVIEW
GRAND AVENUE
VICINITY MAP

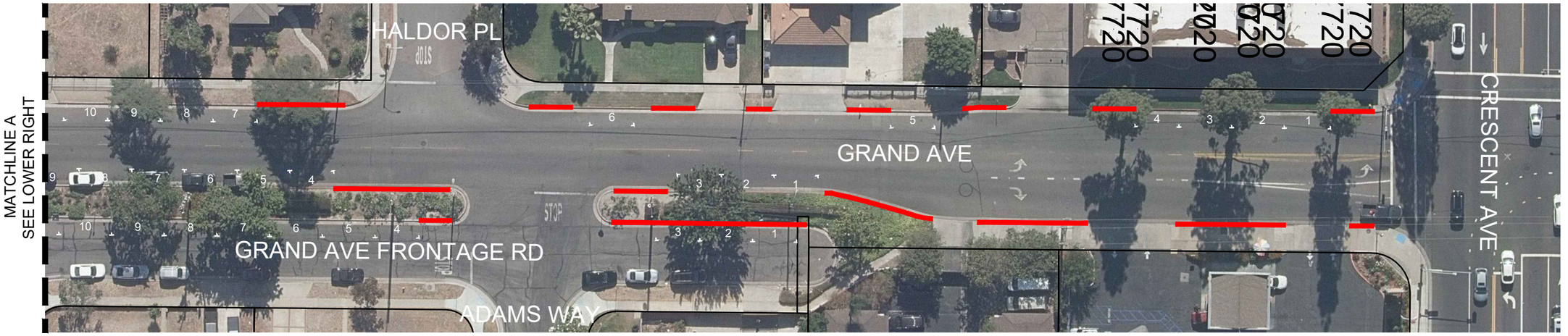
EXHIBIT NO.

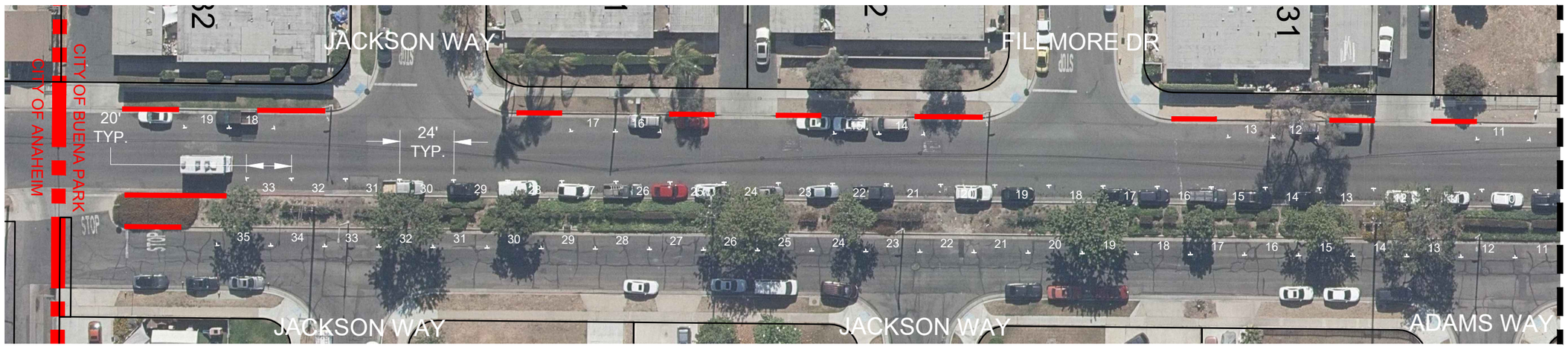
A

DRAWN BY: NW

DATE: 08/11/2025

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NOTES:

1. ALL END PARKING STALLS ARE 8' X 20'
2. ALL OTHER PARKING STALLS ARE 8' X 24'
3. THIS PLAN ACHIEVES A TOTAL OF 87 PARKING STALLS
4. THE EXISTING CONFIGURATION ALLOWS FOR PARKING FOR APPROXIMATELY 103 VEHICLES.

0 50' 100'
SCALE: 1" = 100'

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

METERED PARKING STUDY

PAID PARKING SPACE REVIEW
GRAND AVENUE
PARKING LAYOUT

EXHIBIT NO.

B

DRAWN BY: NW

DATE: 08/12/2025

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22508. (a) A local authority shall not establish parking payment zones or fix the rate of fees for those zones except by ordinance. The rate of fees may be variable, based upon criteria identified by the local authority in the ordinance. An ordinance establishing a parking payment zone shall describe the area that would be included within the zone.

(b) A local authority may, by ordinance, cause streets and highways to be marked with white lines designating parking spaces and require vehicles to park within the parking spaces.

(c) An ordinance adopted by a local authority pursuant to this section with respect to a state highway shall not become effective until the proposed ordinance has been submitted to and approved in writing by the Department of Transportation. The proposed ordinance shall be submitted to the department only by action of the local legislative body and the proposed ordinance shall be submitted in complete draft form.

(d) An ordinance adopted pursuant to this section establishing a parking payment zone or fixing rates of fees for that zone shall be subject to local referendum processes in the same manner as if the ordinance dealt with a matter of purely local concern.

(e) Except as described in Section 22508.2, a local authority may accept but shall not require payment of parking meter fees by a mobile device.

(Amended by Stats. 2024, Ch. 858, Sec. 1. (SB 532) Effective January 1, 2025.)

22508.2. (a) A local authority in the City and County of San Francisco, City of Long Beach, or City of Santa Monica may require payment by a mobile device in a parking payment zone only if it meets both of the following requirements:

(1) Installs signs no more than 100 feet from any space where payment is required that clearly states that payment is required and how payments may be made.

(2) Adopts by ordinance or resolution an accessible and equitable parking cash payment plan that does not utilize parking meters or payment centers in parking payment zones. The plan shall provide reasonably accessible alternative means for payment of parking fees using cash. The plan shall assess the feasibility of potential strategies, including, but not limited to, accepting cash payment for parking from a mailed invoice requested through the mobile payment system. The local authority shall consult and work collaboratively with relevant local stakeholder organizations that may include, but are not limited to, racial equity, privacy protection, and economic justice groups, in developing the accessible and equitable parking cash payment plan. The plan shall be approved by the local authority.

(b) A local authority in the City and County of San Francisco, City of Long Beach, or City of Santa Monica that adopts an accessible and equitable parking cash payment plan and implements at least one mobile device parking payment zone pursuant to this section shall, on or before January 1 of the fourth year in which the first mobile device parking payment zone has been implemented, submit to its governing body and the transportation committees of the Legislature, consistent with Section 9795 of the Government Code, an evaluation report of the impact of all mobile device parking payment zones implemented by the local authority on equity, accessibility, and costs. The report shall evaluate the effectiveness, impact on privacy, impact on equity, impact on traffic outcomes, cost to implement, change in citations issued, and generation of revenue.

(c) A civil fine for parking in a parking payment zone that requires payment by mobile device and lacks a parking meter shall be one-half of the civil fine for failing to pay for parking in a metered zone. This subdivision shall not apply to a person who paid for parking but stayed in the spot beyond the period for which the person paid.

(d) A local authority in the City and County of San Francisco, City of Long Beach, or City of Santa Monica may operate a mobile device parking payment zone authorized by this section for five years following the date of creation for each city and county, or city, of the first mobile device parking payment zone, or until January 1, 2033, whichever is sooner.

(e) This section shall remain in effect only until January 1, 2033, and as of that date is repealed.

(Added by Stats. 2024, Ch. 858, Sec. 2. (SB 532) Effective January 1, 2025. Repealed as of January 1, 2033, by its own provisions.)

22508.5. (a) A vehicle may park, for up to the posted time limit, in any parking space that is regulated by an inoperable parking meter or an inoperable parking payment center.

(b) A vehicle may park without time limit in any parking space that does not have a posted time limit and that is regulated by an inoperable parking meter or inoperable parking payment center, subject to any other applicable regulations regarding parking vehicles.

(c) A local authority may limit parking to four hours for a parking space that does not have a posted time limit and that is regulated by an inoperable parking meter or an inoperable parking payment center, if the local authority posts signs clearly providing notice of the time limitation applicable when that parking meter or parking payment center is inoperable.

(d) If a parking space is regulated by a parking meter or parking payment center that cannot physically accept payment, a local authority shall not issue a citation for nonpayment of parking fees notwithstanding the fact that the parking meter or parking payment center may accept payment by other nonphysical means.

(e) Except as provided in subdivision (c), a local authority shall not, by ordinance or resolution, prohibit or restrict the parking of vehicles in a space that is regulated by an inoperable parking meter or inoperable parking payment center.

(f) For purposes of this section:

(1) "Inoperable parking meter" means a meter located next to and designated for an individual parking space that has become inoperable and cannot accept payment in any form or cannot register that a payment in any form has been made.

(2) "Inoperable parking payment center" means an electronic parking meter or pay station serving one or more parking spaces that is closest to the space where a person has parked and that cannot accept payment in any form, cannot register that a payment in any form has been made, or cannot issue a receipt that is required to be displayed in a conspicuous location on or in the vehicle.

(Amended by Stats. 2018, Ch. 92, Sec. 210. (SB 1289) Effective January 1, 2019.)

October 28, 2025
STUDY SESSION
Item No. 9C.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING A LEGISLATIVE RECESS IN THE MONTH OF JULY

PREPARED BY	PRESENTED BY
Eddie Fenton, Assistant City Manager/Director of Human Resources	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

DISCUSSION

On September 23, 2025, Council Member Sonne calendared a discussion regarding the City Council moving the legislative recess from the month of August to the month of July and to make the change permanent. On March 14, 2023, the City Council voted to formalize the cancellation of the second meeting in November due to the Thanksgiving holiday, and the second meeting in December due to the Christmas holidays.

Additionally, at times, the City Council has gone dark the second meeting of August in observance of a summer legislative recess. Staff previously surveyed a sample of Orange County and Los Angeles County cities and found that many cities observe a legislative recess during the year (Attachment 1). Additionally, several major cities such as Oakland, San Jose, and San Diego observe a legislative recess as well.

Should the City Council wish to institute this type of legislative recess there are two ways of doing so. First, the City Council has the authority to cancel any meetings they wish to cancel; therefore, the Mayor could call for a legislative break each year during this period. This assumes that future Mayors agrees to continue this tradition. This has been the current practice for the past three years. The second, more permanent method would be to repeal the current resolution establishing the time, date, and place of regular City Council Meetings, and adopt a new resolution with the July legislative recess dates specifically indicated.

Attachments

Legislative Recess Survey 2023.03.7.pdf

Survey of Legislative Recesses
March 2023

City	Yes	No	Comments
Placentia	X		Go dark in August every year and also goes dark the second half of December
Yorba Linda	X		Code indicates that they go dark for the first meeting of September. Additionaly, their practice is to go dark for the first meeting of July and the first meeting of January
La Palma	X		Generally go dark in July
Anaheim		X	Meetings must be twice a month per City Charter
San Diego	X		Implemented a Legislative Recess for the full month of August
National City	X		Implemented a Legislative Recess for the full month of August
Oakland	X		Implemented a Legislative Recess for the full month of August
San Jose	X		Implemented a Legislative Recess for the full month of August
Brea	X		Go dark for one meeting a month in July, August and September
Whitter	X		The City Council will usually cancel a meeting in the summer due to vacation schedules
Cypress	X		City Council has approved the cancellation of 2 meetings in the summer (7/24 & 8/14). They've also approved the cancellation of the 11/27 & 12/25 meeting due to the winter holidays.
Seal Beach	X		
Huntington Beach		X	
Laguna Hills	X		They are dark the second meeting of July and first meeting in August, and the second meeting in December
Laguna Niguel		X	Sometimes the first meeting in January and an occasionally an August meeting
Laguna Woods		X	
Lake Forest		X	They cancel meetings that fall on 4th of July due to their parade and on the first Tuesday of August to encourage partcipation in National Night Out.
Mission Viejo	X		Go dark for six weeks in the summer from July 11 to August 22; only one meeting in November and December (2nd tuesdays of the month only)
Santa Ana		X	Do go dark/cancel first meeting in January and one meeting in July or August
Newport Beach		X	Only have one meeting in August and one in December instead of two