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

Wednesday, November 12, 2025, 5:00 PM
COUNCIL CHAMBER
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL
REGULAR MEETING AGENDA

5:00 PM
PUBLIC HEARINGS AT 6:00 PM

1. GENERAL

1.A. CALL TO ORDER

1.B. ROLL CALL

1.C. INVOCATION
— Chaplain Gerardo Arenado, OCFA Battalion Chaplain

1.D. PLEDGE OF ALLEGIANCE
— Frank Nunes, Buena Park Police Chief

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

2. PRESENTATIONS

2.A. BUENA PARK POLICE DEPARTMENT LIFESAVING AWARD PRESENTED TO OFFICER JERAMIAH TURNER
— Presented by Frank Nunes, Police Chief

2.B. CERTIFICATE OF RECOGNITION TO RAYMOND TEMPLE ELEMENTARY SCHOOL 2025 NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION AWARD WINNER

2.C. PRESENTATION OF THE 2025 HALLOWEEN HOME DECORATING CONTEST AWARDS
— Presented by Mark Sauceda, Community Services Supervisor

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: Approve the Minutes of the Special and Regular City Council Meetings of October 28, 2025.

4.B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving Claims and Demands.

4.C. RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF CONTRACT WITH J&A ENGINEERING DBA J&A FENCE FOR THE EHLERS CENTER SECURITY FENCE PROJECT

— Recommended Action: 1) Adopt a resolution approving the plans and specifications for the Ehlers Center Security Fence Project; 2) Award a contract to J&A Engineering dba J&A Fence in the amount of $69,200; 3) Authorize contingency funds in the amount of $10,000 in the same purchase order; 4) Appropriate $79,200 from the undesignated General Fund balance for the project; 5) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 6) Authorize the City Manager and City Clerk to execute the contract.

4.D. FINAL PAYMENT TO TRUELINE CONSTRUCTION & SURFACING, INC. FOR THE HEROES PARK PICKLEBALL COURT PROJECT

— Recommended Action: 1) Accept the project as complete and approve a final payment to Trueline Construction & Surfacing, Inc. in the amount of $75,544.52; and 2) Direct the Public Works Department to file a Notice of Completion.

4.E. RATIFY AN AGREEMENT WITH THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT

— Recommended Action: 1) Ratify an agreement with the State of California Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) Grant (PT26219); 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the Finance Director, Police Sergeant and Police Lieutenant to execute the agreement and all other necessary grant documents; and, 4) Approve a budgetary appropriation in the amount of $145,000 for this purpose.

4.F. AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR CITYWIDE TREE TRIMMING

— Recommended Action: 1) Approve Amendment No. 2 to Professional Services Agreement (PSA) 21-40 with West Coast Arborists, Inc. for citywide tree trimming services in the amount of $348,500; 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.G. AMENDMENT NO. 3 TO A PROFESSIONAL SERVICES AGREEMENT WITH ALLIED UNIVERSAL FOR JANITORIAL SERVICES

— Recommended Action: 1) Approve Amendment No. 3 to Professional Services Agreement with Allied Universal ('Allied') of Santa Ana, California, to provide janitorial services at City facilities for calendar year 2026 in the amount of $384,960; 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 City Clerk to execute the amendment.

4.H. AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH PSOMAS FOR THE PEAK PARK WATER WELL PROJECT

— Recommended Action: 1) Approve Amendment No. 1 to the Professional Services Agreement No. 23-17 with Psomas in the amount of $14,500; 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 City Clerk to execute the amendment.

5. NEW BUSINESS

5.A. PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC FOR THE PREPARATION OF A BUILDING ASSET MANAGEMENT PLAN

Presented by Hysun Lee, Assistant Engineer

— Recommended Action: 1) Approve a Professional Services Agreement (PSA) with Veritas Technical Assessments, LLC in the amount of $202,121.24 for the preparation of a Building Asset Management Plan; 2) Appropriate $20,000 from the undesignated General Fund balance to the Building Asset Management Plan Project account; 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 ECONOMICS, INC. FOR ANNUAL SB 1383 CONSULTING SERVICES

Presented by Joe Hunt, Public Works Manager

— Recommended Action: 1) Approve a professional services agreement with EcoNomics, Inc. in the amount of $124,989 for continued assistance in implementing the City's edible food recovery program and related requirements of Senate Bill 1383; 2) Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080 (H), which allows the City Council to dispense with bidding when it is in the best interest of the City; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 4) Authorize the City Manager and City Clerk to execute the agreement.

5.C. AMENDMENT NO. 2 TO AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF SIXTEEN (16) ADDITIONAL POLICE BODY-WORN CAMERAS AND ENHANCED SERVICES

Presented by Nghia Nguyen, Police Captain

— Recommended Action: 1) Approve Amendment No. 2 to the agreement with Axon Enterprise, Inc. for the purchase of 16 additional police body-worn cameras (BWC) with associated hardware, software, data, evidence storage, and enhanced two-way connectivity services for a total 19-month cost of $81,949.78; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Approve a budget amendment in the amount of $82,000 from Measure R funds for this purpose.

5.D. AMENDED AND RESTATED EMPLOYMENT AGREEMENTS BETWEEN THE CITY AND CITY MANAGER AARON FRANCE AND DIRECTOR OF GOVERNMENT AND COMMUNITY RELATIONS (CITY CLERK) ADRIA M. JIMENEZ

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

— Recommended Action: 1) Approve an amended and restated employment agreement between the City of Buena Park and Aaron France; 2) Authorize the Mayor and City Clerk to sign the City Manager agreement; 3) Approve an amended and restated employment agreement for Director of Government and Community Relations (City Clerk) between the City of Buena Park and Adria M. Jimenez; and 4) Authorize the Mayor and Assistant City Clerk to execute the Director of Government and Community Relations (City Clerk) agreement.

5.E. RESOLUTION OF EXEMPTION FROM CEQA REVIEW FOR THE POTENTIAL ACQUISITION OF CERTAIN REAL PROPERTY LOCATED AT 7891 WHITAKER STREET (APN 277-052-27) TO ABATE A PUBLIC NUISANCE

Presented by Matt Foulkes, Director of Community and Economic Development

— Recommended Action: 1) Adopt the attached Resolution making certain findings of fact and determining that the potential acquisition of that certain real property located in the City of Buena Park described below, including potential acquisition by eminent domain, to abate a public nuisance, is exempt from the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.), and direct staff to file the associated “Notice of Exemption” with the County of Orange.

5.F. CONSIDERATION OF AN ORDINANCE REGULATING THE SALE AND DISTRIBUTION OF NITROUS OXIDE

Presented by Christopher G. Cardinale, City Attorney

— Recommended Action: 1) Adopt an Ordinance adding Chapter 8.54 to the Buena Park Municipal Code regulating the retail sale and distribution of nitrous oxide for recreational use in the City of Buena Park.

5.G. AN ORDINANCE PROHIBITING THE SALE OR DISTRIBUTION OF KRATOM PRODUCTS IN THE CITY, AND A SUMMARY OF THE CITY'S EXISTING PROHIBITION ON THE SALE OF CANNABIS PRODUCTS IN THE CITY

Presented by Christopher G. Cardinale, City Attorney

— Recommended Action: 1) Adopt an Ordinance adding Chapter 8.58 to the Buena Park Municipal Code prohibiting the sale or distribution of highly concentrated kratom products in the City of Buena Park. Staff will also provide a summary of the Municipal Code's existing prohibition on cannabis sales in response to concerns raised by residents.

6. PUBLIC HEARING

Public Hearings are held at 6:00 PM

6.A. ORDINANCES ADOPTING AND AMENDING CODES COMPRISING THE 2025 CALIFORNIA BUILDING STANDARDS CODE, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, SETTING A PUBLIC HEARING CONCERNING ADOPTION, AND ADOPTION OF A RESOLUTION MAKING FINDINGS IN SUPPORT OF LOCAL AMENDMENTS TO THE 2025 CALIFORNIA BUILDING STANDARDS CODE

Presented by Alex Lester, Senior Building Inspector

— Recommended Action: 1) Introduce Ordinances adopting by reference and amending the 2025 Edition of the California Building Standards Code, including the California Building Code, California Fire Code, California Plumbing Code, California Mechanical Code, California Electrical Code, California Residential Code, California Green Building Standards Code, California Historical Building Code, California Existing Building Code, California Wildland-Urban Interface Code, and California Referenced Standards Code, as adopted by the California Building Standards Commission, together with the local amendments outlined in the ordinances, and adopting the 2024 International Property Maintenance Code; 2) Set a public hearing and second reading for December 9, 2025; and, 3) Adopt a Resolution making the necessary findings, as required by state law to support local amendments to the 2025 California Building, Fire and related codes.

6.B. RESOLUTION REVISING THE FEES APPLICABLE TO COMMUNITY SERVICES DEPARTMENT PROGRAMS AND FACILITY RENTALS

Presented by Mark Sauceda, Community Services Supervisor

— Recommended Action: 1) Adopt a resolution revising the fees and charges for Community Services Department programs and facility rentals.

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

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

8. RECESS

8.A. RECESS

9. STUDY SESSION

9.A. DISCUSS AND PROVIDE DIRECTION ON PROPOSED ENERGY CONSERVATION MEASURES (ECMs) FOR CITY FACILITIES

Presented by Mina Mikhael, Director of Public Works/City Engineer

9.B. DISCUSS AND PROVIDE DIRECTION REGARDING THE CITY COUNCIL'S CERTIFICATE POLICY

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

9.C. DISCUSS AND PROVIDE DIRECTION REGARDING THE NOVEMBER 13, 2025, CITY SELECTION COMMITTEE MEETING APPOINTMENTS

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

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: November 6, 2025

November 12, 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 Special and Regular City Council Meetings of October 28, 2025.

Attachments

2025-10-28 CC M 3PM.pdf
Minutes to be Provided - October 28, 2025 Regular CC Meeting.pdf

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD OCTOBER 28, 2025

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, October 28, 2025, at 3:00 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Ahn presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Franco, Hoque, Sonne, Traut, Ahn
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Eddie Fenton, Assistant City Manager/Director of Human Resources.

2A. ORAL COMMUNICATIONS

Mayor Ahn announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council. There being none, Mayor Ahn closed oral communications.

3. CLOSED SESSION

Mayor Ahn stated the need for a closed session as scheduled and ordered the meeting into closed session.

3A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to Gov. Code Section 54956.8; Property: 7711-7733 Beach Boulevard; Negotiating Parties: Aaron France, City Manager and Arizona Boardwalk; Under Negotiation: Price, Terms and Conditions

3B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Gov. Code Section 54956.9 (d)(2); A point has been reached where, in the opinion of the City Council on the advice of its City Attorney based on existing facts and circumstances, there is significant exposure to litigation against the City.

3C. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Gov. Code Section 54957.6; Agency Negotiator: Eddie Fenton, Assistant City Manager/Director of Human Resources; Employee Organization: Buena Park City Employees' Association; Buena Park Technical, Office, and Professionals Association; Buena Park Management Unit; Buena Park Police Association; Buena Park Police Management Association; and Buena Park Unrepresented Employees

Mayor Ahn reconvened the meeting in open session and it was announced that no reportable action was taken for Item Nos. 3A – 3C.

ADJOURNMENT

There being no further business, Mayor Ahn adjourned the meeting at 4:18 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK

Regular City Council Meeting of October 28, 2025.

(TO BE PROVIDED)

November 12, 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

Adopt Resolutions approving the Claims and Demands.

PREVIOUS CITY COUNCIL ACTION

None.

Attachments

Claims 433081-433350 reso.pdf
Claims 433081-433350 att1of2 resolist.pdf
Claims 433081-433350 att2of2 voids.pdf
Claims PR102725 retiree reso.pdf
Claims PR102725 retiree att1of1 resolist.pdf
Claims PR103125 reso.pdf
Claims PR103125 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 $1,752,739.15 DEMAND NOS., 433081 THROUGH 433350 CANCELLED NOS 429263, 429412, 429738, 432747 AND 432788 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. 433081 through 433350 the sum of $1,752,739.15 set forth on the 23-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

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20251009 00:00:00.000' and '20251022 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	429263	V	02/26/25	10014076	ARAGON, LILY	52	UB REFUND	0.00	-30.29
1011	429412	V	02/26/25	10014107	SANDOVAL, ASIA JOY	52	UB REFUND	0.00	-11.03
1011	429738	V	03/26/25	10012206	MOSHE CIRT	631140	ADM CIT REF/BP-16854	0.00	-100.00
1011	432747	V	09/24/25	10014551	LEO YUE LI	731105	REBATE/ELECT EQUIP	0.00	-99.00
1011	432788	V	09/24/25	10014235	MICHAEL PAYNE	275220	1OF2 VOCAL/ALL SHOOK	0.00	-800.00
1011	433081		10/22/25	10003451	A T & T	650302	25082759691016 OCT-25	0.00	85.94
1011	433082		10/22/25	10003451	A T & T	650302	25082912039566 OCT-25	0.00	85.94
1011	433084		10/22/25	10003794	A T & T	650302	9391065061 SEP-25	0.00	1,264.19
1011	433084		10/22/25	10003794	A T & T	650302	9391026099 SEP-25	0.00	30.99
1011	433084		10/22/25	10003794	A T & T	650302	9391026065 SEP-25	0.00	31.41
1011	433084		10/22/25	10003794	A T & T	650302	9391026085 SEP-25	0.00	31.41
1011	433084		10/22/25	10003794	A T & T	650302	9391026066 SEP-25	0.00	31.41
1011	433084		10/22/25	10003794	A T & T	650302	9391026080 SEP-25	0.00	31.41
1011	433084		10/22/25	10003794	A T & T	650302	9391026095 SEP-25	0.00	31.41
1011	433084		10/22/25	10003794	A T & T	650302	9391026075 SEP-25	0.00	34.67
1011	433084		10/22/25	10003794	A T & T	650302	9391026090 SEP-25	0.00	91.12
1011	433084		10/22/25	10003794	A T & T	650302	9391026064 SEP-25	0.00	120.97
1011	433084		10/22/25	10003794	A T & T	650302	9391026059 SEP-25	0.00	150.83
1011	433084		10/22/25	10003794	A T & T	650302	9391050226 SEP-25	0.00	254.08
1011	433084		10/22/25	10003794	A T & T	170670	9391026052 SEP-25	0.00	31.41
1011	433084		10/22/25	10003794	A T & T	170670	9391026078 SEP-25	0.00	29.85
1011	433084		10/22/25	10003794	A T & T	660241	9391026081 SEP-25	0.00	31.41
1011	433084		10/22/25	10003794	A T & T	170670	9391026102 SEP-25	0.00	31.41
1011	433084		10/22/25	10003794	A T & T	170670	9391026060 SEP-25	0.00	31.41
1011	433084		10/22/25	10003794	A T & T	170670	9391026097 SEP-25	0.00	31.41
1011	433084		10/22/25	10003794	A T & T	170670	9391031461 SEP-25	0.00	31.41
1011	433084		10/22/25	10003794	A T & T	170670	9391026093 SEP-25	0.00	31.41
1011	433084		10/22/25	10003794	A T & T	170670	9391026086 SEP-25	0.00	36.54
1011	433084		10/22/25	10003794	A T & T	170670	9391026062 SEP-25	0.00	61.27
1011	433084		10/22/25	10003794	A T & T	170670	9391026096 SEP-25	0.00	61.27
1011	433084		10/22/25	10003794	A T & T	170670	9391054287 SEP-25	0.00	71.11
1011	433084		10/22/25	10003794	A T & T	170670	9391026091 SEP-25	0.00	91.12
1011	433084		10/22/25	10003794	A T & T	860810	9391026103 SEP-25	0.00	99.90
1011	433084		10/22/25	10003794	A T & T	170670	9391026098 SEP-25	0.00	180.68
1011	433084		10/22/25	10003794	A T & T	170670	9391026083 SEP-25	0.00	202.30
1011	433084		10/22/25	10003794	A T & T	732099	9391026101 SEP-25	0.00	271.79
1011	433084		10/22/25	10003794	A T & T	170670	9391026079 SEP-25	0.00	61.34
1011	433084		10/22/25	10003794	A T & T	170670	9391026111 SEP-25	0.00	91.12
1011	433084		10/22/25	10003794	A T & T	170670	9391026061 SEP-25	0.00	91.12
1011	433084		10/22/25	10003794	A T & T	170670	9391026082 SEP-25	0.00	121.99
1011	433084		10/22/25	10003794	A T & T	170670	9391026050 SEP-25	0.00	123.04
1011	433084		10/22/25	10003794	A T & T	170670	9391026089 SEP-25	0.00	150.83
1011	433084		10/22/25	10003794	A T & T	170670	9391031459 SEP-25	0.00	155.40
1011	433084		10/22/25	10003794	A T & T	170670	9391055764 SEP-25	0.00	460.54
1011	433084		10/22/25	10003794	A T & T	170670	9391036451 SEP-25	0.00	495.23

SELECTION CRITERIA: transact.trans_date between '20251009 00:00:00.000' and '20251022 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	433084	10/22/25	10003794	A T & T	170670	9391026087 SEP-25	0.00	91.12
TOTAL CHECK							0.00	5,271.33
1011	433085	10/22/25	10012737	A T & T	650303	LEA TRACKING NUMBERS	0.00	650.00
1011	433086	10/22/25	10004247	A T & T MOBILITY	275105	287306643033 OCT-25	0.00	40.24
1011	433087	10/22/25	10011990	AARDVARK	650407	POUCH SET/SWAT UNIF	0.00	350.19
1011	433087	10/22/25	10011990	AARDVARK	650407	#P7Q-SEV3-MR3A - PROJE	0.00	2,300.00
1011	433087	10/22/25	10011990	AARDVARK	650407	#P7Q-ACC-TP-MR3A - PRO	0.00	160.00
1011	433087	10/22/25	10011990	AARDVARK	650407	#P7Q-ACC-UA-MR3A - PRO	0.00	395.00
1011	433087	10/22/25	10011990	AARDVARK	650407	#P7-RP-3++ICW-LW-LG, P	0.00	900.00
1011	433087	10/22/25	10011990	AARDVARK	650407	#P7Q-IDPSET - PROJECT	0.00	70.00
1011	433087	10/22/25	10011990	AARDVARK	650407	#P7-PS-LT-SET-OF-5-MC,	0.00	325.00
1011	433087	10/22/25	10011990	AARDVARK	650407	TAX	0.00	363.12
TOTAL CHECK							0.00	4,863.31
1011	433088	10/22/25	00005626	ABBA TERMITE & PESTCONTR	560640	BEEHIVE REMOVAL	0.00	195.00
1011	433089	10/22/25	00000002	PROFESSIONAL POLICE SUPP	650208	#AMP-1E, ACH, FULL CUT	0.00	14,725.00
1011	433089	10/22/25	00000002	PROFESSIONAL POLICE SUPP	650208	#651/DK6-H.150S, UNIVE	0.00	2,373.75
1011	433089	10/22/25	00000002	PROFESSIONAL POLICE SUPP	650208	#715/1353921, HELMET B	0.00	1,225.00
1011	433089	10/22/25	00000002	PROFESSIONAL POLICE SUPP	650208	TAX	0.00	1,420.09
TOTAL CHECK							0.00	19,743.84
1011	433090	10/22/25	10014621	ADEPT ROOFING	11	REF/DEPOSIT/RF-25-236	0.00	450.00
1011	433091	10/22/25	00010359	ADMINSURE INC	107410	WKS COMP CLAIM/NOV25	0.00	12,026.00
1011	433092	10/22/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	PHYSICALS/HEP-B VAC	0.00	1,365.00
1011	433093	10/22/25	10013157	AIRGAP LABS, LLC	126143	A_FTQ-4502806/FORT/ANA	0.00	6,000.00
1011	433093	10/22/25	10013157	AIRGAP LABS, LLC	126143	FN-TRAN-GC-ENG/1G RJ45	0.00	152.00
1011	433093	10/22/25	10013157	AIRGAP LABS, LLC	126143	FN-TRAN-SX-ENC/1G MMF	0.00	1,020.00
1011	433093	10/22/25	10013157	AIRGAP LABS, LLC	126143	FN-TRAN-SR-ENC/10G MMF	0.00	1,120.00
1011	433093	10/22/25	10013157	AIRGAP LABS, LLC	126143	FN-CABLE-QSFP28-9.5-EN	0.00	130.00
1011	433093	10/22/25	10013157	AIRGAP LABS, LLC	126143	SALES TAX	0.00	211.93
TOTAL CHECK							0.00	8,633.93
1011	433094	10/22/25	00001993	ALIN PARTY SUPPLY INC.	275105	YOUTH IN GOVT DAY	0.00	4.41
1011	433094	10/22/25	00001993	ALIN PARTY SUPPLY INC.	275105	YOUTH IN GOVT DAY	0.00	70.41
1011	433094	10/22/25	00001993	ALIN PARTY SUPPLY INC.	275105	YOUTH IN GOVT DAY	0.00	84.42
1011	433094	10/22/25	00001993	ALIN PARTY SUPPLY INC.	275105	YOUTH IN GOVT DAY	0.00	154.70
TOTAL CHECK							0.00	313.94
1011	433095	10/22/25	00000003	ALL AMERICAN ASPHALT COR	590010	PMT#1 FINAL RET.	0.00	-14,761.00
1011	433095	10/22/25	00000003	ALL AMERICAN ASPHALT COR	590010	24-25SEAL/FINAL/AUG25	0.00	295,220.00
TOTAL CHECK							0.00	280,459.00
1011	433096	10/22/25	00000003	ALL AMERICAN ASPHALT COR	24	24-25 SEAL RETENTION	0.00	14,761.00
1011	433097	10/22/25	10013705	ALL PRO BEVERAGE, INC.	170670	COFFEE MACHINE/RENT	0.00	212.06

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433098	10/22/25	10011634	UNIVERSAL PROTECTION SER	650308	CITY JAIL CONT/SEP-25	0.00	42,368.46
1011	433099	10/22/25	10013453	ALTA LANGUAGE SERVICES I	121110	LISTEN,SPEAK,TESTS	0.00	196.00
1011	433100	10/22/25	00006012	AMBIUS INC	170670	PLANT SVC/OCT-25	0.00	359.44
1011	433101	10/22/25	00005384	ANDY GUMP, INC	860810	RESTROOM SVC	0.00	322.69
1011	433101	10/22/25	00005384	ANDY GUMP, INC	860810	RESTROOM SVC	0.00	60.50
TOTAL CHECK							0.00	383.19
1011	433102	10/22/25	10013883	JESSICA ANGULO	121110	CHAIR MASSAGES	0.00	450.00
1011	433103	10/22/25	00009015	TAJEN GRAPHICS, INC	275205	ARTIST POSTER	0.00	104.40
1011	433103	10/22/25	00009015	TAJEN GRAPHICS, INC	275135	YOUTH BASKETBALL SIGN	0.00	913.50
TOTAL CHECK							0.00	1,017.90
1011	433104	10/22/25	10005463	RICARDO AYALA	171710	HOPPER COATING	0.00	2,950.00
1011	433105	10/22/25	00006700	B L WALLACE DISTRIBUTOR	352363	REPLACEMENT LIDS	0.00	1,072.85
1011	433105	10/22/25	00006700	B L WALLACE DISTRIBUTOR	352363	REPLACEMENT LIDS	0.00	137.51
TOTAL CHECK							0.00	1,210.36
1011	433106	10/22/25	10007684	BEST LAWNMOWER, INC	560640	HAND PICKS	0.00	43.48
1011	433107	10/22/25	10014603	BETTY & TERRANCE D. JOHN	52	UB REFUND	0.00	62.15
1011	433108	10/22/25	10010196	BKF ENGINEERS	490025	KNOT STORM DRAN/SEP25	0.00	14,256.75
1011	433109	10/22/25	10011115	BLANK ROME LLP	110105	BUTTERFLY PAV/SEP-25	0.00	38,732.31
1011	433110	10/22/25	10012470	BRAND USA	995100	MARKETING/FY 25-26	0.00	68,000.00
1011	433111	10/22/25	00000011	MANHATTAN STITCHING COMP	860810	#PC61P, LT BLUE SHORT	63.00	783.00
1011	433111	10/22/25	00000011	MANHATTAN STITCHING COMP	860810	#PC61LS, LT BLUE LONG	63.00	783.00
1011	433111	10/22/25	00000011	MANHATTAN STITCHING COMP	632110	#PC61LS NO POCKET LIGH	11.03	137.03
TOTAL CHECK							137.03	1,703.03
1011	433112	10/22/25	10014620	JAVIER BRITO	11	REF/P22-026	0.00	10,000.00
1011	433113	10/22/25	00000815	VARSITY BRANDS HOLDING C	275160	#PR5300 - BSN TELESCOP	0.00	1,874.99
1011	433113	10/22/25	00000815	VARSITY BRANDS HOLDING C	275160	#PR1235661 - UNIVERSAL	0.00	384.99
1011	433113	10/22/25	00000815	VARSITY BRANDS HOLDING C	275160	#PRWINH00118 - SELECT	0.00	404.99
1011	433113	10/22/25	00000815	VARSITY BRANDS HOLDING C	275160	TAX	0.00	233.19
1011	433113	10/22/25	00000815	VARSITY BRANDS HOLDING C	275160	FREIGHT	0.00	50.00
TOTAL CHECK							0.00	2,948.16
1011	433114	10/22/25	00010646	IVAN RODRIGUEZ	171710	WINDOW TINT	0.00	329.99
1011	433114	10/22/25	00010646	IVAN RODRIGUEZ	171710	RADIO SYSTEM	0.00	808.04
TOTAL CHECK							0.00	1,138.03
1011	433115	10/22/25	00000015	BUENA PARK LOCK & KEY SH	171710	KEYS	0.00	56.22

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433116	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	650302	OV USAGE 4/8/-10/7/25	0.00	487.00
1011	433116	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	631140	OV USAGE 4/8/-10/7/25	0.00	50.00
1011	433116	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	106117	OV USAGE 4/8/-10/7/25	0.00	60.00
1011	433116	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	160105	OV USAGE 4/8/-10/7/25	0.00	168.00
1011	433116	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	115110	OV USAGE 4/8/-10/7/25	0.00	170.00
1011	433116	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	275105	OV USAGE 4/8/-10/7/25	0.00	200.00
1011	433116	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	352267	OV USAGE 4/8/-10/7/25	0.00	211.00
1011	433116	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	126120	OV USAGE 4/8/-10/7/25	0.00	212.00
1011	433116	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	121110	OV USAGE 4/8/-10/7/25	0.00	222.00
1011	433116	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	121135	OV USAGE 4/8/-10/7/25	0.00	301.20
TOTAL CHECK							0.00	2,081.20
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	352267	COPY USE 7/8-10/7/25	0.00	348.44
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	126120	COPY USE 7/8-10/7/25	0.00	402.89
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	121110	COPY USE 7/8-10/7/25	0.00	413.78
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	275105	COPY USE 7/8-10/7/25	0.00	479.11
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	998100	COPY USE 7/8-10/7/25	0.00	69.69
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	631140	COPY USE 7/8-10/7/25	0.00	95.82
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	731120	COPY USE 7/8-10/7/25	0.00	95.82
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	731150	COPY USE 7/8-10/7/25	0.00	95.82
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	732071	COPY USE 7/8-10/7/25	0.00	119.78
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	997100	COPY USE 7/8-10/7/25	0.00	141.56
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	115110	COPY USE 7/8-10/7/25	0.00	598.89
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	275305	COPY USE 7/8-10/7/25	0.00	26.13
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	160105	COPY USE 7/8-10/7/25	0.00	653.33
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	121135	COPY USE 7/8-10/7/25	0.00	2,156.00
1011	433117	10/22/25	10014055	C3 OFFICE SOLUTIONS, LLC	650302	COPY USE 7/8-10/7/25	0.00	2,373.78
TOTAL CHECK							0.00	8,070.84
1011	433118	10/22/25	10014635	CA ASSOCIATION FOR PROP	650208	CAPE101 PROP 11/17/25	0.00	75.00
1011	433119	10/22/25	00010685	CAL COAST ROOFING & RAIN	11	REF/RF 25-183 WASTE	0.00	450.00
1011	433120	10/22/25	10001219	CALIF BUILDING STANDARDS	11	Q2 FEE REP APR-JUNE25	0.00	1,347.00
1011	433120	10/22/25	10001219	CALIF BUILDING STANDARDS	731150	Q2 FEE REP APR-JUNE25	0.00	-134.70
TOTAL CHECK							0.00	1,212.30
1011	433121	10/22/25	00000021	CALIF FORENSIC PHLEBOTOM	650402	BLOOD DRAWS SEP 25	0.00	2,979.01
1011	433122	10/22/25	10008532	CALIFORNIA DEPT OF TAX &	11	SALES/USE PAY Q2 25	0.00	210.00
1011	433123	10/22/25	10014030	ALI IBRAHIM & TALAB IBRA	275305	CATERING/VET LUN 11/5	0.00	842.81
1011	433124	10/22/25	10008346	JAMES NOWLIN	275210	SEC SVC COPS/GOB-25	0.00	385.00
1011	433125	10/22/25	10004469	CERRITOS DODGE CHRYSLER	171710	SERVICE VEHICLE	0.00	930.67
1011	433125	10/22/25	10004469	CERRITOS DODGE CHRYSLER	171710	A/C REPAIR	0.00	1,813.25
1011	433125	10/22/25	10004469	CERRITOS DODGE CHRYSLER	171710	CABLE SHIFT	0.00	100.94
TOTAL CHECK							0.00	2,844.86
1011	433126	10/22/25	10012931	CHARTER COMMUNICATIONS	650302	187624701 OCT-25	0.00	454.93

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433127	10/22/25	10012931	CHARTER COMMUNICATIONS	170670	188670701 OCT-25	0.00	825.47
1011	433128	10/22/25	10012931	CHARTER COMMUNICATIONS	650302	188676101 OCT-25	0.00	1,099.00
1011	433129	10/22/25	10012931	CHARTER COMMUNICATIONS	650302	188676401 OCT-25	0.00	12.50
1011	433130	10/22/25	10012931	CHARTER COMMUNICATIONS	170670	188676501 OCT-25	0.00	825.47
1011	433131	10/22/25	10012931	CHARTER COMMUNICATIONS	106132	238207201 OCT-25	0.00	540.00
1011	433132	10/22/25	10012931	CHARTER COMMUNICATIONS	650302	238915001 OCT-25	0.00	486.95
1011	433133	10/22/25	10007941	CHARTER COMMUNICATIONS H	650404	8448400240089222	0.00	12.49
1011	433134	10/22/25	10014590	CHOUNG, DAWOON	52	UB REFUND	0.00	10.61
1011	433135	10/22/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RT/SEPT-25	0.00	112.85
1011	433135	10/22/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RT/SEPT-25	0.00	112.85
1011	433135	10/22/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RT/SEPT-2	0.00	112.85
1011	433135	10/22/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RT/SEPT-25	0.00	112.85
1011	433135	10/22/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RT/SEPT-25	0.00	184.22
1011	433135	10/22/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RT/SEPT-25	0.00	184.22
1011	433135	10/22/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RT/SEPT-25	0.00	479.23
1011	433135	10/22/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RT/SEPT-25	0.00	506.65
1011	433135	10/22/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RT/SEPT-25	0.00	542.56
1011	433135	10/22/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RT/SEPT-25	0.00	549.38
TOTAL CHECK							0.00	2,897.66
1011	433136	10/22/25	10014503	CITY ELECTRIC SUPPLY	170670	HARDWARE	0.00	749.41
1011	433136	10/22/25	10014503	CITY ELECTRIC SUPPLY	170670	HARDWARE	0.00	303.86
1011	433136	10/22/25	10014503	CITY ELECTRIC SUPPLY	170670	BALLAST	0.00	124.74
1011	433136	10/22/25	10014503	CITY ELECTRIC SUPPLY	170670	BALLAST	0.00	230.89
TOTAL CHECK							0.00	1,408.90
1011	433137	10/22/25	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLING 9/25	0.00	2,815.00
1011	433138	10/22/25	00005774	THE CODE GROUP, INC.	731150	DANNY RODRIGUEZ/SEP25	0.00	7,410.00
1011	433139	10/22/25	10006011	COMMERCIAL CONTROLS CORP	650303	PD ACCESS/OCTOBER-25	0.00	2,400.00
1011	433140	10/22/25	10014630	KATHLEEN L. CONDON	995100	HOSTED MEDIA	0.00	327.15
1011	433141	10/22/25	00010548	CORELOGIC INFORMATION SO	631140	REALQUEST/SEPT-25	0.00	274.00
1011	433142	10/22/25	10012192	COSTAR REALTY INFORMATIO	632110	COSTAR INVOICE	0.00	460.41
1011	433143	10/22/25	00002379	NANCY K. BOHL INC.	650105	EMP SUPPORT/SEP-25	0.00	700.00
1011	433144	10/22/25	10002389	COUNTY OF ORANGE TREASUR	170670	SOLID WASTE#1063650	0.00	150.75
1011	433145	10/22/25	10002389	COUNTY OF ORANGE TREASUR	650302	ROUTER REPL/AUG-25	0.00	1,129.32

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433146	10/22/25	00009781	CSULB FOUNDATION	650208	TITLE15 CLS 10/15/25	0.00	125.00
1011	433147	10/22/25	00009781	CSULB FOUNDATION	650208	INT AFFA.11/17-19/25	0.00	810.00
1011	433148	10/22/25	10014577	EMILIO CUMMINGS	275220	2OF2 DIR./ALL SHOOK	0.00	900.00
1011	433149	10/22/25	10011541	L.N. CURTIS AND SONS	650208	E RUBALCAVA BALLISTIC	0.00	903.05
1011	433149	10/22/25	10011541	L.N. CURTIS AND SONS	650208	EMBROIDER POLO	0.00	94.14
1011	433149	10/22/25	10011541	L.N. CURTIS AND SONS	650701	W LOPEZ HOLSTER	0.00	181.41
1011	433149	10/22/25	10011541	L.N. CURTIS AND SONS	650208	M TOMSICK UNIFORMS	0.00	411.99
1011	433149	10/22/25	10011541	L.N. CURTIS AND SONS	650208	E RUBALCAVA VEST	0.00	163.13
1011	433149	10/22/25	10011541	L.N. CURTIS AND SONS	651612	V WAGSTAFF VOLUNTEER	0.00	73.93
1011	433149	10/22/25	10011541	L.N. CURTIS AND SONS	650208	EMBROIDER JACKET	0.00	207.10
1011	433149	10/22/25	10011541	L.N. CURTIS AND SONS	651612	VOLUNTEER UNIFORM	0.00	344.24
1011	433149	10/22/25	10011541	L.N. CURTIS AND SONS	650208	L CAMPOS POLOS EMB	0.00	212.64
TOTAL CHECK							0.00	2,591.63
1011	433150	10/22/25	00005287	CALIFORNIA WATER ENVIRON	452410	MARCO MARTINEZ/RENEW	0.00	114.00
1011	433151	10/22/25	10011360	DENNIS KARL BATCHELOR	275150	ASSIGN FEE 9/4-30/25	0.00	380.00
1011	433152	10/22/25	10014423	D&W CONSULTING , INC	190054	CITY REC MGMT/SEP-25	0.00	14,807.80
1011	433153	10/22/25	10014153	D.M. LOCKSMITH	631140	INSP @ 7651 10TH ST.	0.00	2,085.00
1011	433154	10/22/25	00002728	DANIELS TIRE SERVICE	171710	TIRES	0.00	3,058.86
1011	433155	10/22/25	10014648	KENNETH DAUGHERTY	11	REF/RF-25-224 WASTE	0.00	200.00
1011	433156	10/22/25	10013870	DECKARD TECHNOLOGIES, IN	631140	PERMITTING AND MONITOR	0.00	14,175.00
1011	433157	10/22/25	10004025	DEKRA-LITE, INC.	632110	YEAR 2 OF 5 YR LEASE I	0.00	11,845.59
1011	433158	10/22/25	00001072	DEPARTMENT OF CONSERVATI	11	Q2 APR-JUNE25 SEIS MO	0.00	-260.32
1011	433158	10/22/25	00001072	DEPARTMENT OF CONSERVATI	11	Q2 APR-JUNE25 SEIS MO	0.00	5,206.41
TOTAL CHECK							0.00	4,946.09
1011	433159	10/22/25	00000492	DEPARTMENT OF JUSTICE	650302	FINGERPRINT/OCT-25	0.00	32.00
1011	433159	10/22/25	00000492	DEPARTMENT OF JUSTICE	11	FINGERPRINT/OCT-25	0.00	2,457.00
TOTAL CHECK							0.00	2,489.00
1011	433160	10/22/25	00000492	DEPARTMENT OF JUSTICE	121110	FINGERPRINT/SEPT-25	0.00	1,862.00
1011	433161	10/22/25	10004949	DIVISION OF THE STATE AR	11	Q3 2025 AB1379 PAYMNT	0.00	440.80
1011	433162	10/22/25	00000035	DOOLEY ENTERPRISES INC	650208	AMMINITION//SEPT-25	0.00	7,450.91
1011	433163	10/22/25	10013343	DUDEK	731105	CLIMATE ACT/SEP-25	0.00	12,441.25
1011	433164	10/22/25	10014485	DUTHIE ELECTRIC SERVICE	170670	SERVICE CALL	0.00	1,015.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433165	10/22/25	10012764	EFFICIENT X-RAY, INC	650307	WASTE PICK UP 9/29/25	0.00	75.00
1011	433166	10/22/25	10014642	ENJOLI EICHELBERGER	275160	REF LITTLE DANC#23783	0.00	27.00
1011	433167	10/22/25	10014631	ELIJAH'S CONSULTING, LLC	995100	HOSTED MEDIA	0.00	3,965.83
1011	433168	10/22/25	00009627	EMCOR SERVICE MESA ENERG	106132	INSTALLING A SPLIT-SYS	0.00	28,718.50
1011	433169	10/22/25	00000039	ENTENMANN ROVIN COMPANY	650208	DOME BADGES	0.00	1,014.93
1011	433170	10/22/25	00006560	ENTERPRISE FM TRUST, INC	650603	LEASE 4 VEH/OCT-25	0.00	1,334.45
1011	433171	10/22/25	10013159	EPLUS TECHNOLOGY, INC.	126143	CYBERSECURITY-CROWDSTR	0.00	28,710.55
1011	433171	10/22/25	10013159	EPLUS TECHNOLOGY, INC.	650303	CYBERSECURITY-CROWDSTR	0.00	23,000.00
TOTAL CHECK							0.00	51,710.55
1011	433172	10/22/25	10014638	MARIA ESCOBAR	11	REF/DEPOSIT#R12230	0.00	500.00
1011	433173	10/22/25	10008311	EVERETT DOREY, LLP	107420	KIM KOMAROMI	0.00	2,298.00
1011	433173	10/22/25	10008311	EVERETT DOREY, LLP	107420	KIM KOMAROMI	0.00	45.00
1011	433173	10/22/25	10008311	EVERETT DOREY, LLP	107420	KIM KOMAROMI	0.00	1,328.95
1011	433173	10/22/25	10008311	EVERETT DOREY, LLP	107420	DONNA MCINTIRE	0.00	4,271.90
1011	433173	10/22/25	10008311	EVERETT DOREY, LLP	107420	FRANK LEON	0.00	5,227.50
TOTAL CHECK							0.00	13,171.35
1011	433174	10/22/25	10013499	EWING IRRIGATION PRODUCT	860810	SUPPLIES	0.00	36.76
1011	433174	10/22/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	731.87
1011	433174	10/22/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	53.21
1011	433174	10/22/25	10013499	EWING IRRIGATION PRODUCT	560640	SUPPLIES	0.00	338.58
TOTAL CHECK							0.00	1,160.42
1011	433175	10/22/25	10004626	EXPEDIA, INC.	995100	EXPEDIA ADS	0.00	17,237.08
1011	433176	10/22/25	00008579	EXPERIAN INFORMATION SOL	650105	CSI ONLINE/SEPT-25	0.00	77.24
1011	433177	10/22/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	WATER PUMP	0.00	116.85
1011	433177	10/22/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BATTERY	0.00	742.80
1011	433177	10/22/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BLOWER MOTOR	0.00	182.10
1011	433177	10/22/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	SENSOR/FILTER	0.00	119.23
1011	433177	10/22/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BATTERIES	0.00	705.18
1011	433177	10/22/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	OIL FILTER	0.00	16.00
1011	433177	10/22/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	16.67
1011	433177	10/22/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BRAKE LINING	0.00	139.00
TOTAL CHECK							0.00	2,037.83
1011	433178	10/22/25	00010479	EDWARD FENTON	106128	REIMB/30 WRIST BANDS	0.00	1,135.20
1011	433179	10/22/25	00003881	FERGUSON ENTERPRISES, IN	170670	HARDWARE PLUMBING	0.00	481.65
1011	433180	10/22/25	10014628	KELLEY FERRO	995100	HOSTED MEDIA	0.00	2,675.78
1011	433181	10/22/25	10006064	FEWER FIRES, LLC	170670	FIRE EXTINGUISHER SVC	0.00	658.95

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433182	10/22/25	10004318	JESSICA FEWER	106132	REIMB MUSIC SUBS	0.00	299.88
1011	433183	10/22/25	10003190	FOOD 4 LESS	275606	ELOP FOOD SUPPLIES	0.00	52.38
1011	433183	10/22/25	10003190	FOOD 4 LESS	275105	YOUTH IN GOVT DAY	0.00	147.16
1011	433183	10/22/25	10003190	FOOD 4 LESS	275605	SUPPLIES WINGS	0.00	79.46
1011	433183	10/22/25	10003190	FOOD 4 LESS	275606	SUPPLIES ELOP	0.00	158.18
1011	433183	10/22/25	10003190	FOOD 4 LESS	275606	SUPPLIES ELOP	0.00	87.60
TOTAL CHECK							0.00	524.78
1011	433184	10/22/25	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011	433185	10/22/25	10008385	FUEL EQUIPMENT SERVICES,	171710	DISPENSER REPAIR	0.00	478.80
1011	433186	10/22/25	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT	0.00	166.39
1011	433186	10/22/25	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	420.86
1011	433186	10/22/25	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO	0.00	477.41
1011	433186	10/22/25	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	1,141.88
TOTAL CHECK							0.00	2,206.54
1011	433187	10/22/25	00003567	FULLER TRUCK ACCESSORIES	352363	TOOL BOXES	0.00	1,323.13
1011	433187	10/22/25	00003567	FULLER TRUCK ACCESSORIES	352363	TOOL BOXES	0.00	1,323.13
TOTAL CHECK							0.00	2,646.26
1011	433188	10/22/25	10007168	FUN EXPRESS, LLC	106119	#70/2282 - 40" X 100FT	0.00	257.46
1011	433188	10/22/25	10007168	FUN EXPRESS, LLC	106119	TAX	0.00	22.53
TOTAL CHECK							0.00	279.99
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	632110	SUPPLIES	0.00	23.90
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	73.19
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	560640	SUPPLIES	0.00	97.85
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	106119	SILVERADO DAYS	0.00	178.22
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	275105	YOUTH IN GOVT DAY	0.00	114.08
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	275150	FIELD PAINT	0.00	117.32
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	74.64
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	57.72
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	352570	SAFETY GEAR	0.00	40.87
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	275135	FIELD PAINT	0.00	191.38
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	145.69
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	193.00
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	299.06
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	106119	PLYWOOD CULTUREFEST	0.00	122.92
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	106119	PLYWOOD CULTUREFEST	0.00	140.48
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	33.08
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	352363	AIR HOSE	0.00	34.79
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	42.02
1011	433189	10/22/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	413.56
TOTAL CHECK							0.00	2,393.77
1011	433190	10/22/25	10014641	KEITH GARCIA	11	REF DEPOSIT#R12418	0.00	500.00
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	RUBBER SWAT DUCK	0.00	2,154.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	POLICE SUV STRESS BALL	0.00	1,100.00
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	THE MADISON MAGNETIC F	0.00	945.00
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	6 X 6 PETAL EDGE MICRO	0.00	470.00
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	SET UP CHARGES FOR ALL	0.00	50.00
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	SET UP CHARGES FOR ALL	0.00	50.00
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	SET UP CHARGES FOR ALL	0.00	60.00
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	SET UP CHARGES FOR ALL	0.00	195.00
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	FREIGHT	0.00	38.00
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	FREIGHT	0.00	80.00
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	FREIGHT	0.00	210.00
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	TAX	0.00	45.50
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	TAX	0.00	87.94
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	TAX	0.00	113.32
1011	433191	10/22/25	10009130	GARZA INDUSTRIES, INC.	650204	TAX	0.00	192.85
TOTAL CHECK							0.00	5,791.61
1011	433192	10/22/25	10011838	GEORGE HILLS COMPANY, IN	107420	SKIP TRACE FEE	0.00	216.42
1011	433193	10/22/25	10008749	GOOGLE INC.	995100	GOOGLE ADS	0.00	16,497.23
1011	433194	10/22/25	00000055	GRAINGER INC	171710	GREASE GUN	0.00	72.26
1011	433195	10/22/25	10014609	PATRICK HARVEY	275150	SCORKEP 9/13-10/10/25	0.00	136.00
1011	433196	10/22/25	10012288	HASA INC.	860820	CHEMICALS	0.00	979.81
1011	433196	10/22/25	10012288	HASA INC.	860820	CHEMICALS	0.00	1,215.53
1011	433196	10/22/25	10012288	HASA INC.	860820	CHEMICALS	0.00	1,530.64
1011	433196	10/22/25	10012288	HASA INC.	860820	CHEMICALS	0.00	439.69
TOTAL CHECK							0.00	4,165.67
1011	433197	10/22/25	10011678	STUART ANDREW HENDRICKSO	275315	DJ SR.DNC 10/22/25	0.00	300.00
1011	433198	10/22/25	10006460	JUDITH STEPHANIE HERZ	275210	CHORUS DIR/SEP-25	0.00	55.00
1011	433199	10/22/25	10013659	HI STANDARD AUTOMOTIVE,	171710	UPFITTING COSTS	0.00	1,426.40
1011	433200	10/22/25	10013522	HOFFMEYER COMPANY, INC	352570	FILL HOSE	0.00	149.44
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	452410	CLEANING SUPPLIES	0.00	26.85
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	62.33
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	452410	YOUTH DISPLAY	0.00	183.97
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	11.05
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	49.50
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	64.10
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	218.87
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	352363	SAFETY EQUIPMENT	0.00	37.65
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	52.73
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	131.27
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	632110	SUPPLIES	0.00	83.95
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	170670	SAFETY GLOVES	0.00	103.05
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	170670	LIGHT BULBS	0.00	71.56
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	352363	METER BOX REPAIR	0.00	41.63

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	102.48
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	244.53
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	226.48
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	258.08
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	170670	SUPPLIES	0.00	73.70
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	122.57
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	207.21
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	352363	TRUCK HAND TOOLS	0.00	44.48
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	126.28
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	122.35
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	217.62
1011	433202	10/22/25	00000057	HOME DEPOT / GECF	170670	BUG TRAPS	0.00	217.33
TOTAL CHECK							0.00	3,101.62
1011	433203	10/22/25	00007685	ALEX HONG	650208	SLI564 S2 11/13-15/25	0.00	384.00
1011	433204	10/22/25	10014592	HONG, BONG HUN	52	UB REFUND	0.00	57.54
1011	433205	10/22/25	10009091	HUE C LUU	731150	ENG SVCS/OCT-25	0.00	6,710.00
1011	433206	10/22/25	10014634	KRISTI IBARRA	160105	REIMB MLG/LUN 9/11/25	0.00	76.14
1011	433207	10/22/25	10014637	IMMIGRANT DEFENDERS LAW	110105	LEGAL SERVICES	0.00	50,000.00
1011	433208	10/22/25	10003113	INTERNATIONAL CODE COUNC	731150	STEP BY STEP BOOK	0.00	41.27
1011	433209	10/22/25	00010018	JOSEPH M JACKSON	275405	SICK MOVE SOUND YOGA	0.00	345.80
1011	433209	10/22/25	00010018	JOSEPH M JACKSON	275120	SICK MOVE SOUND YOGA	0.00	259.35
1011	433209	10/22/25	00010018	JOSEPH M JACKSON	275405	SOUND BATH/FALL-25	0.00	10.50
TOTAL CHECK							0.00	615.65
1011	433210	10/22/25	00009561	TRADITIONAL AUTO SUPPLY	171710	COOLANT	0.00	109.84
1011	433210	10/22/25	00009561	TRADITIONAL AUTO SUPPLY	171710	HOSE	0.00	31.72
1011	433210	10/22/25	00009561	TRADITIONAL AUTO SUPPLY	171710	LED RING	0.00	44.17
1011	433210	10/22/25	00009561	TRADITIONAL AUTO SUPPLY	171710	HOSE	0.00	37.24
TOTAL CHECK							0.00	222.97
1011	433211	10/22/25	00004440	JMG SECURITY SYSTEMS INC	170670	REPLACE BATTERY	0.00	101.51
1011	433211	10/22/25	00004440	JMG SECURITY SYSTEMS INC	170670	REPLACE BATTERIES	0.00	146.76
1011	433211	10/22/25	00004440	JMG SECURITY SYSTEMS INC	170670	REPLACE BATTERIES	0.00	378.78
TOTAL CHECK							0.00	627.05
1011	433212	10/22/25	00000042	JOHN B EWLES INC	560210	TEN WHEELER DUMP	0.00	430.00
1011	433212	10/22/25	00000042	JOHN B EWLES INC	560210	SUPPLIES	0.00	430.00
TOTAL CHECK							0.00	860.00
1011	433213	10/22/25	00000674	RICHARD D. JONES A PROF.	650402	PD MATTERS/SEPT-25	0.00	1,638.00
1011	433213	10/22/25	00000674	RICHARD D. JONES A PROF.	631140	6121 HOMEWOOD/SEP25	0.00	17.71
1011	433213	10/22/25	00000674	RICHARD D. JONES A PROF.	631140	6211 SAN RAFAEL/SEP25	0.00	112.58
1011	433213	10/22/25	00000674	RICHARD D. JONES A PROF.	631140	6712 HIGHLAND/SEP-25	0.00	200.00
1011	433213	10/22/25	00000674	RICHARD D. JONES A PROF.	631140	8732 WESTERN/SEP-25	0.00	275.00
1011	433213	10/22/25	00000674	RICHARD D. JONES A PROF.	631140	6972 SAN DIEGO/SEP-25	0.00	325.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433213	10/22/25	00000674	RICHARD D. JONES A PROF.	631140	5832 DARLINGTON/SEP25	0.00	325.53
1011	433213	10/22/25	00000674	RICHARD D. JONES A PROF.	631140	CODE ENF/SEP-25	0.00	4,986.00
TOTAL CHECK							0.00	7,879.82
1011	433214	10/22/25	10012628	MARIE KNIGHT	101101	STRATEGIC PLANNING	0.00	10,000.00
1011	433215	10/22/25	10014551	LEO YUE LI	731105	REBATE/ELECT EQUIP	0.00	99.00
1011	433216	10/22/25	10014619	LEWIS MYCORN, RANDALL	52	UB REFUND	0.00	54.01
1011	433217	10/22/25	10000155	CLEMENTE LEYVA	275120	BEGIN TENNIS/FALL-25	0.00	730.16
1011	433218	10/22/25	10004046	LIGHT SOURCE PRINTING, I	650302	BUSINESS CARDS	0.00	673.35
1011	433219	10/22/25	10012952	LOOPNET	632110	LOOPNET INVOICE	0.00	111.96
1011	433220	10/22/25	10014640	TAMMY NGUYEN MANLY	11	REF DEPOSIT@R12664	0.00	500.00
1011	433221	10/22/25	10007581	GINA M. MARTINO	11	REIMB 2 TICK.ST.CITY	0.00	100.00
1011	433222	10/22/25	00004517	MUNICIPAL EQUIPMENT EXPO	452410	#AW3200 EC1 EASEMENT C	0.00	4,850.00
1011	433223	10/22/25	10012134	CASEY MCDANIEL	275150	SCORKEP 9/13-10/10/25	0.00	85.00
1011	433224	10/22/25	10011764	YARETZA MEDINA	101101	REIMB PASTRIES 10/15	0.00	60.60
1011	433225	10/22/25	10000935	KIM MELLADO	71	COMPUTER LOAN	0.00	2,978.88
1011	433226	10/22/25	10014396	ROBERT J SANDOVAL	452410	#CS208 -HOODED LONG SL	5.43	75.43
1011	433226	10/22/25	10014396	ROBERT J SANDOVAL	452410	#CT103828-JACKET W/PAT	19.38	269.38
1011	433226	10/22/25	10014396	ROBERT J SANDOVAL	352363	HAT W/PATCH ON FRONT,	3.72	51.72
1011	433226	10/22/25	10014396	ROBERT J SANDOVAL	352363	HAT W/PATCH ON FRONT -	3.64	50.64
1011	433226	10/22/25	10014396	ROBERT J SANDOVAL	352363	VEST W/PATCH ON LEFT C	6.20	86.20
1011	433226	10/22/25	10014396	ROBERT J SANDOVAL	352363	BUTTON UP W/EMBROIDERY	7.44	103.44
TOTAL CHECK							45.81	636.81
1011	433227	10/22/25	10005279	MERCHANTS LANDSCAPE SERV	660241	METRO/LNDSCP/SEP-25	0.00	4,575.26
1011	433227	10/22/25	10005279	MERCHANTS LANDSCAPE SERV	860810	CITY LANDSCPE/SEP-25	0.00	73,564.74
TOTAL CHECK							0.00	78,140.00
1011	433228	10/22/25	10012844	MGP XII BUENA PARK GL, L	632110	FARM.MKT.RT FY 25-26	0.00	4,550.00
1011	433229	10/22/25	10000030	HILDA S. MILES	275120	POLYNESIAN DNC/FALL25	0.00	1,596.00
1011	433230	10/22/25	10011810	MILLER MENDEL, INC.	650105	ESOPH SYS/SEPT-25	0.00	17.75
1011	433230	10/22/25	10011810	MILLER MENDEL, INC.	650105	ESOPH SYS/SEPT-25	0.00	225.00
1011	433230	10/22/25	10011810	MILLER MENDEL, INC.	650105	ESOPH SYS/SEPT-25	0.00	143.08
TOTAL CHECK							0.00	385.83
1011	433231	10/22/25	10001962	MITSUBISHI ELECTRIC & EL	170670	ELEVATOR MAINT	0.00	439.35
1011	433232	10/22/25	10014446	MMGY GLOBAL, LLC	995100	AGENCY FEE/CREATIVE	0.00	15,593.75

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433233	10/22/25	00010549	MOBILE ID SOLUTIONS INC	650303	#MIDS-PSI-DESIGN - PRO	0.00	750.00
1011	433234	10/22/25	10004764	TIFFANEY DANIELLE MORENO	275120	ZUMBA/FALL-25	0.00	255.36
1011	433235	10/22/25	00006801	MOTOROLA SOLUTIONS INC.	650303	GIS SERVER MIGRATION	0.00	5,624.41
1011	433236	10/22/25	00004380	MUNICIPAL MAINTENANCE EQ	171710	REPLACE STEEL PLATE	0.00	903.08
1011	433236	10/22/25	00004380	MUNICIPAL MAINTENANCE EQ	452410	#E-600-080 1" BULLDO	295.95	4,114.70
TOTAL CHECK							295.95	5,017.78
1011	433237	10/22/25	10008321	NORTH JUSTICE CENTER	11	BAIL REC NO.BP01421	0.00	1,000.00
1011	433238	10/22/25	10012790	OC RECON, INC.	171710	REPAINT	0.00	4,450.00
1011	433239	10/22/25	10005163	OCEAN BREEZE PACIFIC, LL	121110	LINEN LAUNDRY	0.00	102.20
1011	433239	10/22/25	10005163	OCEAN BREEZE PACIFIC, LL	275405	LINEN LAUNDRY	0.00	154.38
TOTAL CHECK							0.00	256.58
1011	433240	10/22/25	10007787	HBV ENTERPRISES, INC.	171710	SENSOR	0.00	87.34
1011	433241	10/22/25	10014422	ONWARD ENGINEERING	290153	SCE TRAIL CORRI/SEP25	0.00	3,043.60
1011	433242	10/22/25	10011118	ORANGE COUNTY DISTRICT A	651607	ASSET INT#BP25-08002	0.00	43.49
1011	433242	10/22/25	10011118	ORANGE COUNTY DISTRICT A	20	ASSET FORF#BP25-08002	0.00	2,404.00
TOTAL CHECK							0.00	2,447.49
1011	433243	10/22/25	10013968	ORKIN, LLC	170670	BED BUG TREATMENT	0.00	695.00
1011	433244	10/22/25	10014625	DAVID PARK	11	REF/RF 25-213 WASTE	0.00	600.00
1011	433245	10/22/25	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	253.76
1011	433246	10/22/25	10014235	MICHAEL PAYNE	275220	1OF2 VOC/ALL SHOOK	0.00	800.00
1011	433246	10/22/25	10014235	MICHAEL PAYNE	275220	2OF2 VOC/ALL SHOOK	0.00	800.00
TOTAL CHECK							0.00	1,600.00
1011	433247	10/22/25	10014623	JOSE PENA	11	REF/RF-25-196 WASTE	0.00	330.00
1011	433248	10/22/25	00001804	PETRA GEOSCIENCES, INC	731150	BLDG PL CK SVC/SEP-25	0.00	2,499.00
1011	433249	10/22/25	00005145	PETTY CASH/COMMUNITY SER	275105	PROG SUPL/CONTRERAS	0.00	11.52
1011	433249	10/22/25	00005145	PETTY CASH/COMMUNITY SER	275145	SEP-MLG/M.THOMPSON	0.00	17.50
1011	433249	10/22/25	00005145	PETTY CASH/COMMUNITY SER	275110	COMMIS SUPL/CONTRERAS	0.00	18.53
1011	433249	10/22/25	00005145	PETTY CASH/COMMUNITY SER	275110	MEM.GROVE/VANSICKLE	0.00	21.73
1011	433249	10/22/25	00005145	PETTY CASH/COMMUNITY SER	275205	SEP-MLG/S.MARTINEZ	0.00	28.00
1011	433249	10/22/25	00005145	PETTY CASH/COMMUNITY SER	275105	PROG SUPL/CONTRERAS	0.00	39.12
1011	433249	10/22/25	00005145	PETTY CASH/COMMUNITY SER	275145	SEP-MLG/VANSICKLE	0.00	43.40
1011	433249	10/22/25	00005145	PETTY CASH/COMMUNITY SER	275145	SEP-MLG/HOLLOWAY	0.00	28.00
TOTAL CHECK							0.00	207.80
1011	433250	10/22/25	00002715	ROGER PLUMLEE	650208	POST MGT 11/17-21/25	0.00	640.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433251	10/22/25	10012464	POLICE EXECUTIVE RESEARC	650208	R.DIERINGER MAY-JUN26	0.00	11,200.00
1011	433252	10/22/25	10005366	POWERDMS, INC.	650208	ANNUAL SUBSCRIPTION	0.00	15,159.49
1011	433253	10/22/25	10006253	PRECISION SURVEY SUPPLY	650208	3DAY FORENSIC TRG	0.00	6,760.00
1011	433254	10/22/25	10014604	PRESS, RYAN	52	UB REFUND	0.00	237.80
1011	433255	10/22/25	10013340	PRESTIGE ROOFING	11	REF/RF-25-237 WASTE	0.00	285.00
1011	433256	10/22/25	10005312	PRO-LINE INDUSTRIAL PROD	452410	#PNZ421 - NEXZYMES 106	0.00	550.00
1011	433256	10/22/25	10005312	PRO-LINE INDUSTRIAL PROD	452410	#WCW574 - CHERRY WIPES	0.00	232.88
1011	433256	10/22/25	10005312	PRO-LINE INDUSTRIAL PROD	452410	#QBA500 - BAC AIDE ISL	0.00	35.68
1011	433256	10/22/25	10005312	PRO-LINE INDUSTRIAL PROD	452410	#AOR498 - OLD RUSTY A	0.00	93.66
1011	433256	10/22/25	10005312	PRO-LINE INDUSTRIAL PROD	452410	#ASZ124 - SHINY ZINC	0.00	106.50
1011	433256	10/22/25	10005312	PRO-LINE INDUSTRIAL PROD	452410	#QOA227 - ORANGE AID Q	0.00	496.80
1011	433256	10/22/25	10005312	PRO-LINE INDUSTRIAL PROD	452410	FREIGHT	0.00	152.00
1011	433256	10/22/25	10005312	PRO-LINE INDUSTRIAL PROD	452410	TAX	0.00	132.61
TOTAL CHECK							0.00	1,800.13
1011	433257	10/22/25	10014417	PRO INSPECTIONS INC.	11	PMT#2 FINAL RET	0.00	-5,737.95
1011	433257	10/22/25	10014417	PRO INSPECTIONS INC.	190136	SR CT FLOOR/AUG-25	0.00	114,759.00
TOTAL CHECK							0.00	109,021.05
1011	433258	10/22/25	10014417	PRO INSPECTIONS INC.	11	PMT#2 FINAL RET.	0.00	11,117.20
1011	433259	10/22/25	10005682	PVP COMMUNICATIONS, CORP	550503	BLK BOOT MOTOR	0.00	369.74
1011	433259	10/22/25	10005682	PVP COMMUNICATIONS, CORP	550503	BLK BOOT/MOTOR	0.00	220.00
TOTAL CHECK							0.00	589.74
1011	433260	10/22/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	1,218.00
1011	433260	10/22/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	277.31
1011	433260	10/22/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	146.81
1011	433260	10/22/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	59.82
1011	433260	10/22/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	212.06
1011	433260	10/22/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	315.38
1011	433260	10/22/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	119.63
1011	433260	10/22/25	10001203	R.V. NURSERY INC	860810	PLANTS	0.00	184.88
1011	433260	10/22/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	48.94
TOTAL CHECK							0.00	2,582.83
1011	433261	10/22/25	10014622	RAYMUNDO PEREZ ROOFING	11	REF/RF-25-208 WASTE	0.00	676.80
1011	433261	10/22/25	10014622	RAYMUNDO PEREZ ROOFING	11	REF/RF-25-231 WASTE	0.00	540.00
1011	433261	10/22/25	10014622	RAYMUNDO PEREZ ROOFING	11	REF/RF-25-230 WASTE	0.00	450.00
TOTAL CHECK							0.00	1,666.80
1011	433262	10/22/25	10014647	REAL BROS ROOFING	11	REF/RF-25-229 WASTE	0.00	270.00
1011	433263	10/22/25	00001348	MULTI SERVICE TECHNOLOGY	352363	SAFETY SHOES	0.00	350.00
1011	433264	10/22/25	10000972	REFRIGERATION SUPPLIES D	170670	V-BELT	0.00	19.15

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433265	10/22/25	10004141	REVIZE LLC	126143	CITY WEB SFTWR SUBS	0.00	3,400.00
1011	433266	10/22/25	10008403	P & D INDUSTRIES LLC	171710	BED LINER	0.00	689.86
1011	433266	10/22/25	10008403	P & D INDUSTRIES LLC	352363	BED LINER	0.00	689.86
TOTAL CHECK							0.00	1,379.72
1011	433267	10/22/25	10004533	SUZANNE ROADY-ROSS	275120	TAI CHI CHIH/FALL-25	0.00	66.50
1011	433268	10/22/25	10014636	JOSEPH SAADI	11	REF/#P19-047/GRADING	0.00	6,000.00
1011	433269	10/22/25	10007474	SAFFIRE, LLC	106117	STAY PAGE AMENITIES	0.00	500.00
1011	433270	10/22/25	10000713	MARK SAUCEDA	275210	REIMB/CANOPY SIDES	0.00	242.03
1011	433271	10/22/25	00004970	SUSAN SAXE-CLIFFORD PHD	650105	EVAL A.PARRA 10/6/25	0.00	450.00
1011	433272	10/22/25	00000412	SOUTHERN COUNTIES OIL CO	171710	DIESEL YARD	0.00	4,247.99
1011	433272	10/22/25	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL YARD	0.00	24,342.17
TOTAL CHECK							0.00	28,590.16
1011	433273	10/22/25	10009824	SCM FITNESS REPAIR LLC	170670	GYM EQUIP REPAIR	0.00	240.00
1011	433273	10/22/25	10009824	SCM FITNESS REPAIR LLC	170670	GYM EQUIP REPAIR	0.00	600.00
1011	433273	10/22/25	10009824	SCM FITNESS REPAIR LLC	170670	PREVENT MAINT/SEPT-25	0.00	330.00
1011	433273	10/22/25	10009824	SCM FITNESS REPAIR LLC	170670	PREVENT MAINT/SEP-25	0.00	330.00
TOTAL CHECK							0.00	1,500.00
1011	433274	10/22/25	10003547	SOCAL SEALCOAT SOLUTIONS	560211	# P17582B023 23 FT. H	0.00	5,079.00
1011	433274	10/22/25	10003547	SOCAL SEALCOAT SOLUTIONS	560211	#P17582K2 CONVERSION	0.00	132.25
1011	433274	10/22/25	10003547	SOCAL SEALCOAT SOLUTIONS	560211	TAX	0.00	482.23
TOTAL CHECK							0.00	5,693.48
1011	433275	10/22/25	00008623	NADIA SEMAAN	650204	CCPOA TRG 10/6-9/25	0.00	452.68
1011	433276	10/22/25	10014626	SERENITY BUILDERS & DEVE	11	REF/RF 25-244 WASTE	0.00	241.50
1011	433277	10/22/25	00000462	THE SHERWIN WILLIAMS	170670	HR CONF ROOM	0.00	34.84
1011	433277	10/22/25	00000462	THE SHERWIN WILLIAMS	170670	HR CONF ROOM	0.00	53.94
1011	433277	10/22/25	00000462	THE SHERWIN WILLIAMS	170670	PAINT SENIOR CENTER	0.00	408.43
1011	433277	10/22/25	00000462	THE SHERWIN WILLIAMS	170670	SPOUT	0.00	2.16
1011	433277	10/22/25	00000462	THE SHERWIN WILLIAMS	170670	PAINT SENIOR CTR	0.00	20.93
1011	433277	10/22/25	00000462	THE SHERWIN WILLIAMS	170670	PAINT HERITAGE	0.00	221.02
1011	433277	10/22/25	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	88.31
1011	433277	10/22/25	00000462	THE SHERWIN WILLIAMS	170670	SUPPLIES	0.00	22.51
1011	433277	10/22/25	00000462	THE SHERWIN WILLIAMS	170670	PAINT SENIOR CENTER	0.00	95.15
TOTAL CHECK							0.00	947.29
1011	433278	10/22/25	10011504	SHOETERIA, INC.	452410	SAFETY SHOES	0.00	250.00
1011	433278	10/22/25	10011504	SHOETERIA, INC.	860810	SAFETY SHOES	0.00	250.00
TOTAL CHECK							0.00	500.00
1011	433279	10/22/25	10009505	SHRED-IT, INC. USA	650302	SHREDDING	0.00	743.96

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433280	10/22/25	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,314.71
1011	433280	10/22/25	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	857.20
TOTAL CHECK							0.00	2,171.91
1011	433281	10/22/25	10009463	SO CAL SANITATION, LLC	632110	ANNUAL RENEWAL - CHAIN	487.15	6,054.55
1011	433282	10/22/25	10014338	GONZALO M. VAZQUEZ	275210	DJ COPS/GOB 10/29/25	0.00	500.00
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	4701 BEACH/SEP-25	0.00	14.36
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8001 CAMELLIA/SEP-25	0.00	17.39
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	ES VLVW SO FY/SEP-25	0.00	18.42
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	MNCHESTR/ARTES/SEP-25	0.00	27.61
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BCH/COMNWLTH/SEP-25	0.00	31.50
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5600 MALVERN/SEP-25	0.00	31.50
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	8252 OR'THORPE/SEP-25	0.00	31.50
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MALVERN/SEP-25	0.00	31.50
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	6232 AUTO CTR/OCT-25	0.00	51.45
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6200 STANTON/OCT-25	0.00	55.01
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6500 AUTO CTR/OCT-25	0.00	69.47
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	6989 ARTESIA/OCT-25	0.00	88.01
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	8221 DALE ST/SEP-25	0.00	36.79
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	STANTON/MAPLE/SEP-25	0.00	36.79
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/SEP-25	0.00	36.79
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/SEP-25	0.00	36.79
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	9TH/WESTERN/SEP-25	0.00	36.79
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	6248 CRESCENT/SEP-25	0.00	39.55
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	CRSNT X SAN RIO/SEP25	0.00	39.55
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	RT91 FY EO KNOT/SEP25	0.00	40.90
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 MNCHESTR/SEP-25	0.00	41.10
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	BEACH/DURANGO/SEP-25	0.00	41.87
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7550 STANTON/SEP-25	0.00	44.04
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/9TH/SEP-25	0.00	50.85
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	RT91 FY OFF RMP/SEP25	0.00	54.20
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5755 CRESCENT/SEP-25	0.00	55.36
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	8491 LA PALMA/SEP-25	0.00	61.77
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/STAGE/SEP-25	0.00	65.12
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/CRESCENT/SEP-25	0.00	74.34
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	SW CNR ORTH/BCH/SEP25	0.00	81.18
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	6002 ORANGETHO/SEP25	0.00	88.22
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7582 COMMONWLTH/SEP25	0.00	88.22
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	SAN REMO/VLVW/SEP-25	0.00	88.22
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7201 ARTESIA/SEP-25	0.00	90.36
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/ARTESIA/SEP-25	0.00	91.12
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7113 FIRESTONE/SEP-25	0.00	95.07
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	5700 BRIDGEPORT/SEP25	0.00	95.25
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BCH/MALVERN/SEP-25	0.00	121.29
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6410 AUTO CTR/SEP-25	0.00	128.17
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	5860 DALE ST/SEP-25	0.00	354.68
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7365 ARTESIA/SEP-25	0.00	814.00
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BP LITING/SEP-25	0.00	3,781.05
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	6900 BEACH PED/SEP-25	0.00	9,762.86

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ACCOUNTING PERIOD: 4/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6640 BEACH/SEP-25	0.00	36,304.51
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	77750 CAMELLIA/SEP-25	0.00	44,209.58
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6210 INDIANA/OCT-25	0.00	104.62
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 AUTO CTR/OCT-25	0.00	108.07
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/OCT-25	0.00	115.58
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/OCT-25	0.00	120.62
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7731 STANTON/OCT-25	0.00	231.29
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7700 WESTERN/SEP-25	0.00	117.81
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5755 CRESCENT/SEP-25	0.00	9,140.86
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BP LIGHTING/SEP-25	0.00	64,540.12
1011	433285	10/22/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7006 ARTESIA/SEP-25	0.00	15.74
TOTAL CHECK							0.00	171,948.81
1011	433286	10/22/25	00000336	SOUTHERN CALIFORNIA EDIS	860810	OPER RT.FY 25-26	0.00	21,917.18
1011	433287	10/22/25	00010296	SPECIALIZED ELEVATOR SER	660241	ELEVATOR MAINT	0.00	643.84
1011	433287	10/22/25	00010296	SPECIALIZED ELEVATOR SER	660241	ELEVATOR REPAIR	0.00	1,446.00
TOTAL CHECK							0.00	2,089.84
1011	433288	10/22/25	00005362	DAVE FLANAGAN	77	PMT#1 FINAL RET.	0.00	-1,906.51
1011	433288	10/22/25	00005362	DAVE FLANAGAN	170670	CCTV INSTALL/SEPT-25	0.00	38,130.15
TOTAL CHECK							0.00	36,223.64
1011	433289	10/22/25	00005362	DAVE FLANAGAN	650303	E-ZONE/CCTV OCT-DEC25	0.00	16,250.00
1011	433290	10/22/25	00005362	DAVE FLANAGAN	77	WHITAKER PARK RET.	0.00	1,906.51
1011	433291	10/22/25	00004164	SPECIALTY MOWING,DIV OF	560640	HEDGE TRIM/WEED 25-26	0.00	10,500.00
1011	433292	10/22/25	00010381	SPOK INC	275305	CELL PHONES	0.00	7.47
1011	433292	10/22/25	00010381	SPOK INC	860810	CELL PHONES	0.00	7.47
1011	433292	10/22/25	00010381	SPOK INC	352363	CELL PHONES	0.00	29.03
TOTAL CHECK							0.00	43.97
1011	433293	10/22/25	10014629	ALEXANDRA STALL	995100	SOCIAL MEDIA	0.00	3,145.58
1011	433293	10/22/25	10014629	ALEXANDRA STALL	995100	SOCIAL MEDIA	0.00	1,054.37
TOTAL CHECK							0.00	4,199.95
1011	433294	10/22/25	00005437	SUNBELT RENTALS INC	275210	CULTURE FEST BATTERY	0.00	173.71
1011	433294	10/22/25	00005437	SUNBELT RENTALS INC	275210	CULTURE FEST LIGHTS	0.00	307.66
TOTAL CHECK							0.00	481.37
1011	433295	10/22/25	10008410	FULLERTON SIGNS, INC	275210	COPS N GOBLINS BANNER	0.00	235.02
1011	433296	10/22/25	10009636	SIGNAL HILL AUTO ENTERPR	11	LINER WASTEBASKET PLAS	39.79	494.54
1011	433296	10/22/25	10009636	SIGNAL HILL AUTO ENTERPR	11	LINER TRASH 30 GAL 40X	249.20	3,097.20
1011	433296	10/22/25	10009636	SIGNAL HILL AUTO ENTERPR	11	DISINFECTANT PINE (1 G	98.78	1,227.74
1011	433296	10/22/25	10009636	SIGNAL HILL AUTO ENTERPR	11	SOAP LIQ HAND (1 GAL)	41.77	519.17
1011	433296	10/22/25	10009636	SIGNAL HILL AUTO ENTERPR	11	CAN LINER 40X46, 1.2MI	46.03	572.03
TOTAL CHECK							475.57	5,910.68
1011	433297	10/22/25	10013948	SWAIN SIGN INC.	170670	MARQUEE REPAIR	0.00	480.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433298	10/22/25	10014260	SYNCIS INSURANCE SOLUTIO	11	REF DEPOSIT #R11898	0.00	500.00
1011	433299	10/22/25	10014646	MARY GRACE TALABIS	550502	#188143462/DISMISSED	0.00	53.00
1011	433300	10/22/25	10014633	TASC ENTERPRISES INC.	275210	REPAIR CLAVINOVA	0.00	1,101.38
1011	433301	10/22/25	10014624	TERRAZAS ROOFING	11	REF/RF 25-251 WASTE	0.00	480.00
1011	433302	10/22/25	10014257	THE HARMONY DOLLS	275305	ENTERTAIN 11/05/25	0.00	1,500.00
1011	433303	10/22/25	00006872	TK ELEVATOR, CORPORATION	170670	ELEVATOR MAINT	0.00	1,489.62
1011	433304	10/22/25	10009023	TIRE HUB, LLC	171710	TIRES	0.00	373.40
1011	433304	10/22/25	10009023	TIRE HUB, LLC	171710	STOCK ORDER	0.00	1,120.20
TOTAL CHECK							0.00	1,493.60
1011	433305	10/22/25	10010941	TYSON KOERPER	995100	FREELANCE PROJECTS	0.00	770.00
1011	433306	10/22/25	10011938	T-MOBILE	171710	974300786 SEPT-25	0.00	36.60
1011	433307	10/22/25	10006419	MARTIN TOMSICK	650204	CCPOA TRG 10/6-9/25	0.00	545.88
1011	433308	10/22/25	10012511	TSG ENTERPRISES, INC	190139	CITY YARD ROOF/SEP-25	0.00	957.50
1011	433309	10/22/25	10014632	CAROLINA MUNHOZ	995100	HOSTED MEDIA	0.00	1,738.18
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	ST CITY VIDEO/APARICI	0.00	158.25
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	160105	BP JOB FAIR/ARABOLU	0.00	163.24
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275310	PRIZES/BINGO/HURTADO	0.00	173.05
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	KNOT/MAINWKRLCH/DP	0.00	185.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	170670	PARTS/HUNT	0.00	191.80
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	QR CODE SUBS/COPPING	0.00	191.88
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	860810	EZ REACH GRAB/LIBUNAO	0.00	196.84
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	FLAGS VET DAY/HURTADO	0.00	197.82
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SHUTTLE CA TRL/COPPIN	0.00	198.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	BCWTR/LDWTRTCHADV/DP	0.00	200.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	105105	PROMO/CAREER AD/FEWER	0.00	201.58
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650303	SECURITY SAFE/MIKIEWI	0.00	205.53
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650303	STB/2TB PORT/MIKIEWIC	0.00	206.60
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	4PRMS/LIPBLMSJBFRS/RV	0.00	211.32
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650302	INK/ID PRINTER/COTA	0.00	224.76
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275130	FATHER GIVAWAY/MANCIL	0.00	235.79
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	126152	ONLI WTR GTWY/HYUN	0.00	236.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650208	PHOTOS/STA DECOR/COTA	0.00	239.25
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275105	YARD LETTERS/CHAVEZ	0.00	241.43
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	ST CITY VIDEO/APARCIO	0.00	263.75
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DINNER/LOPEZ	0.00	277.33
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	11	COP/GOB CANDY/ESCAMIL	0.00	278.16
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275125	AQUATICS SUPL/COLES-G	0.00	297.96
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	PSHRA/HRSPECIALIST/RV	0.00	300.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	115110	CMCA MBRSHP/JIMENEZ	0.00	300.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOST K.FARR/APARICIO	0.00	317.52
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106118	HOTEL VIDEO/COPPING	0.00	321.78
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	FLY/GO WEST/COPPING	0.00	330.96
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275130	DECOR/FATHER'S/KURATA	0.00	346.92
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	CAL CIT/TRAUT/LOPEZ	0.00	375.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	TOUR OPER/COPPING	0.00	393.28
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	AWWA/LDWTRTCHADV/DP	0.00	399.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SOC MEDIA SCHE/APARIC	0.00	400.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	352567	WORKSHOP/HUNT	0.00	400.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	452410	LIFT CART/MOORE	0.00	402.36
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOTEL VISIT CA/COPPIN	0.00	403.10
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	ADDIT'L LUN/FAIR/BOX	0.00	449.50
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650303	STD DK CONVERT/MIKIEW	0.00	459.73
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275105	YARD LETTERS/KURATA	0.00	482.86
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	APWA/LDWTRTCH/DP	0.00	495.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	4PROMOS/JOBFAIRPRO/GC	0.00	496.53
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	160105	KRISTI/NOTARY/MIKHAEL	0.00	515.27
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	160105	FRANCES/NOTARY/MIKHAE	0.00	515.94
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	EMAIL SUBS/APARICIO	0.00	519.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	TRADE FAIR 75 LUN/BOX	0.00	599.25
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275125	AQUATIC SUPL/COLES-GU	0.00	662.27
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650208	DISPUTED CHG/DIERINGE	0.00	696.07
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	COMIS/VENUE/LOPEZ	0.00	791.36
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	FEE VISIT CA/APARICIO	0.00	849.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	BOX LUN/RES.FAIR/BOX	0.00	943.95
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	115110	CIT.CLK.FURNIT/JIMENE	0.00	1,015.87
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650208	DINNER/TBW/NUNES	0.00	1,029.17
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	DEPOSIT/CF RM/FRANCE	0.00	1,061.73
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650101	REPL MATTRESS/BAILEY	0.00	1,147.15
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	BAL DUE CF RM/FRANCE	0.00	1,195.74
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	995100	WR ACCT TRNS TMD/COPP	0.00	2,000.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	COMIS/VENUE/BADILLO	0.00	2,500.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	COMMIS VENUE/GUERRA	0.00	2,500.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	COMIS VENUE/JIMENEZ	0.00	2,500.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	GO WEST SUMMIT/COPPIN	0.00	3,495.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	11	AV RT/ST CITY./FRANCE	0.00	4,000.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650208	CR:HOTEL TBW/NUNES	0.00	-169.75
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	REF/FLAGES/HURTADO	0.00	-141.30
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	RET:ICE CREAM/KENNEDY	0.00	-13.47
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	RET:ICE CREAM/KENNEDY	0.00	-3.99
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	731120	OFFICE SUPL/COLES-GUZ	0.00	3.22
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	631140	OFFICE SUPL/COLES-GUZ	0.00	3.22
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275210	CUL.FEST FLAG/SAUCEDA	0.00	7.60
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	8.03
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275130	FATHER SUPL/MANCILLA	0.00	8.24
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	8.77
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	9.12
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	11	VELCRO PACK/MEDINA	0.00	9.22
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	126120	OFFICE SUPL/HYUN	0.00	10.43
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	DNTEX/AMINWKRBKFT/DP	0.00	11.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	STARBUCKS/SRCODENF/GC	0.00	11.50
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	11.64

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275205	SPOTIFY/MARTINEZ	0.00	11.99
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275315	SR DNC SEPT25/HURTADO	0.00	13.42
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	13.44
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCL DESSERT/GUERRA	0.00	14.08
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	14.94
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	105105	NOCC LUNCH/FRANCE	0.00	15.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	115110	CANVA SUBS/JIMENEZ	0.00	15.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	NETWORK/HOQUE/LOPEZ	0.00	15.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	NETWORK/AHN/LOPEZ	0.00	15.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	NETWORK/JIMENEZ/LOPEZ	0.00	15.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	15.92
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650303	ZOOM MO.CHG/NGUYEN	0.00	15.99
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	ZOOM ACCT/JIMENEZ	0.00	15.99
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	115110	ZOOM ACCT/GUERRA	0.00	15.99
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	160105	ZOOM CONF/MIKHAEL	0.00	15.99
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650208	COFFEE/HOPE CT/COTA	0.00	16.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL YARD/ARABOLU	0.00	16.12
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	KITCHEN/SOAP/COLES-GU	0.00	16.28
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	POOL NOODLES/HURTADO	0.00	16.31
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	16.96
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	FLAGS/VET DAY/HURTADO	0.00	17.38
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGING/NGUYEN	0.00	17.72
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	17.95
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	STARBUCKHOUSESPEC/GC	0.00	18.50
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	18.99
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275105	OFFICE SUPL/CHAVEZ	0.00	19.20
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	452410	NESSCO DONUTS/MOORE	0.00	19.75
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/GUERRA	0.00	20.75
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	TOUR OPER/COPPING	0.00	21.04
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	21.54
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	452410	NESSCO REFRESHM/MOORE	0.00	22.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	452410	NESSCO COFFEE/MOORE	0.00	22.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGING/NGUYEN	0.00	22.41
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGING/NGUYEN	0.00	22.58
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	STQRBUCKS/POLICERE/GC	0.00	22.60
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	22.77
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	STRBK/MAINWKRBKFT/DP	0.00	23.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275405	SOUND SYS SUPL/SAUCED	0.00	23.04
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275315	TBL COVERS/DNC/DAVIS	0.00	23.11
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	23.90
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	24.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	TRANS PROG SUPL/DAVIS	0.00	25.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	EEBENEFAIR/EF-RAFFLE	0.00	25.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	EEBENEFAIR/EF-RAFFLE	0.00	25.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	CLMJMPR/BENEFITSFAIR/	0.00	25.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	PORTOS/BENEFITSFAIR/R	0.00	25.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275405	CARDSTOCK/MARTINEZ	0.00	26.06
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	GSUITES/SUBS/COPPING	0.00	26.40
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA FOOD/COPPING	0.00	26.44
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	TRANS PROG SUPL/DAVIS	0.00	27.39
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/MOTORCYC/VU	0.00	27.98
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275310	PRIZES/BINGO/HURTADO	0.00	28.03

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275605	SHEET PROTECT/ALARCON	0.00	28.37
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	160105	APWA SOCIAL/MIKHAEL	0.00	28.52
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	OFFICE SUPL/DAVIS	0.00	29.36
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	452410	CAREER EXPO LUN/MOORE	0.00	29.98
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	105105	MO.ADOBE ACCT/MEDINA	0.00	29.99
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	DIV MT/TRAUT/LOPEZ	0.00	30.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	PORTILLOS/BENEFITFAIR	0.00	30.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650303	AI SUBSCRIPTION/NGUYE	0.00	30.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	731120	PLAN DIR MTG/FOULKES	0.00	30.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	PORTOS/SRCODEENFOF/GC	0.00	30.30
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650303	POWER STRIP/MIKIEWICZ	0.00	31.38
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650208	CUPCAKES/ESCAMILLA	0.00	33.10
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	352567	OFS SUPL YARD/ARABOLU	0.00	33.14
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275130	FATHER SUPL/MOMPELLER	0.00	33.70
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275130	FATHER SUPL/MANCILLA	0.00	34.77
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	171710	CARWASH CM VEH/FRANCE	0.00	35.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650208	WATER/ACADE./ESCAMILL	0.00	35.92
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	560210	ORAL BRD LUNCH/PORTER	0.00	36.06
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	352267	KEYBOARD/GRACE/HYUN	0.00	36.96
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275105	OFFICE SUPL/CHAVEZ	0.00	38.11
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	452410	NESSCO/DONUTS/MOORE	0.00	38.73
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	COMIS REC SUPL/GUERRA	0.00	39.12
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650208	MTG EQUIP/DIERINGER	0.00	39.77
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	MEDIA NIGHT/APARICIO	0.00	40.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	41.38
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	452410	NESSCO COFFEE/MOORE	0.00	44.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	COMIS REC SUPL/GUERRA	0.00	44.01
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	AMAZONSUPPLIES/RV	0.00	45.65
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650604	AMMUNITION/BAILEY	0.00	46.80
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275105	STAFF REFRESH/CHAVEZ	0.00	47.64
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	OFFICE SUPL/DAVIS	0.00	48.52
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	49.39
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650208	PIZZA GRAD/ESCAMILLA	0.00	49.56
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SUPL/LOPEZ	0.00	49.58
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	160105	COFFEE SUPPLY/MIKHAEL	0.00	49.99
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	452410	NESSCO SUPL/MOORE	0.00	51.15
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275130	FATHER SUPL/MANCILLA	0.00	51.61
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	51.77
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	SMARTFNL/CAREERFAI/GC	0.00	51.96
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	FEDEX/DK	0.00	52.55
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275145	SLING/AQUATIC/KURATA	0.00	54.16
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	ST.CITY TROUT/LOPEZ	0.00	55.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	ST CITY/SONNE/LOPEZ	0.00	55.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	FLAGS VET DAY/HURTADO	0.00	56.52
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	860810	PARKS BB NETS/HUNT	0.00	60.80
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOTEL GO WEST/COPPING	0.00	61.79
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650303	KYBRD/MOUSE/MIKIEWICZ	0.00	61.98
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	63.05
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	SYTA TRAVEL/COPPING	0.00	63.63
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	OFFICE SUPL/DAVIS	0.00	64.86
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	631140	WEBNAR CATALDO/FOULKE	0.00	65.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	65.56

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275210	STAGE DECOR/MANCILLA	0.00	69.58
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	ADOBE SUBS/APARICIO	0.00	69.99
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	OCWTRASC/LDWTRTCH/DP	0.00	70.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	160105	SCH.ROUTES/MIKHAEL	0.00	74.44
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	EEBNEFAIR/EF-EE SNACK	0.00	74.54
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	CPRS/COMUNITYSVCAD/GC	0.00	75.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SUPL/LOPEZ	0.00	78.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275606	COLORED SPOT/MANCILLA	0.00	82.26
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650101	MATTRESS PROT/BAILEY	0.00	82.60
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	452410	INTERVIEW LUNCH/MOORE	0.00	85.36
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	FEDEX/DK	0.00	85.42
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275130	FATHER SUPL/MOMPELLER	0.00	86.99
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650208	RECRUIT EQUIP/DIERING	0.00	88.08
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650208	LEGAL SUBS/DIERINGER	0.00	90.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	115110	CITY CLK SUPL/JIMENEZ	0.00	92.38
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650307	LABEL DISPENSE/BAILEY	0.00	93.12
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	650208	MTG EQUIP/DIERINGER	0.00	95.60
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	RODRGO/POLRCTLCH/DP	0.00	97.56
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	126143	SAMSUNG SSD/MIKIEWICZ	0.00	97.71
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275210	CUL.FEST FLAG/SAUCEDA	0.00	97.88
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	CENTRALIA/AHN/LOPEZ	0.00	100.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	101.11
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	106117	TOUR OPER/COPPING	0.00	102.49
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275405	COFFEE SUPL/MARTINEZ	0.00	105.56
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	352567	OFS SUPL YARD/ARABOLU	0.00	107.64
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	352567	OFS SUPL YARD/ARABOLU	0.00	107.66
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTSRST/HOUSESPEC/GC	0.00	110.56
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	105105	CENTRALIA GALA/FRANCE	0.00	114.95
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275305	FLAGS/VET DAY/HURTADO	0.00	116.82
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275130	FATHER SUPL/MOMPELLER	0.00	118.63
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	126120	TRANSERRORREIMB/RV	0.00	119.63
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	731105	CANVA SUBS/FOULKES	0.00	120.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275405	OFFICE SUPL/SAUCEDA	0.00	123.16
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	160105	MMASC MBRSHP/ARABOLU	0.00	125.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTSRSTSRCODENFOF/GC	0.00	125.96
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275130	BALLOONS/HURTADO	0.00	129.64
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275145	SLING SUBS/HURTADO	0.00	130.33
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	115110	CITY CLK SUPL/GUERRA	0.00	132.15
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	160105	BP JOB FAIR/ARABOLU	0.00	137.90
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275315	SAT SR DNC/DAVIS	0.00	143.20
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	275205	CPRS MBRSHP/SAUCEDA	0.00	145.00
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	FLOWERS/RAMIREZ/LOPEZ	0.00	148.15
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	101101	FLOWERS/RAMIREZ/LOPEZ	0.00	148.15
1011	433320	10/22/25	00010474	U.S.BANK CORPORATE PAYME	121110	STATRBRO/BENEFITSFAIR	0.00	150.00
TOTAL CHECK							0.00	48,350.47
1011	433321	10/22/25	10002020	ULINE, INC.	106119	#S-21133W - RUST-OLEUM	0.00	2,268.00
1011	433321	10/22/25	10002020	ULINE, INC.	106119	TAX	0.00	198.58
1011	433321	10/22/25	10002020	ULINE, INC.	106119	FREIGHT	0.00	72.82
TOTAL CHECK							0.00	2,539.40
1011	433322	10/22/25	10013584	ALYSSA ULTRERAS	275220	2OF2 CHOREO/ALL SHOOK	0.00	800.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433323	10/22/25	00000416	UNDERGROUND SVC.ALERT/SC	352363	DIG ALERT BOARD	0.00	89.43
1011	433323	10/22/25	00000416	UNDERGROUND SVC.ALERT/SC	352363	DIG ALERT TICKETS	0.00	232.00
TOTAL CHECK							0.00	321.43
1011	433324	10/22/25	10002102	MICHELLE VAN SICKLE	275140	REIMB REFRESHMNT-25	0.00	133.83
1011	433325	10/22/25	10014639	EDUARDO VAZQUEZ	11	REF DEPOSIT#R12804	0.00	500.00
1011	433326	10/22/25	10009230	VERIZON BUSINESS	170670	4123237 X26 SEPT-25	0.00	453.35
1011	433327	10/22/25	10014645	WARNER ENERGY LLC	731120	REF/PL CK 8880 VAL VW	0.00	312.25
1011	433327	10/22/25	10014645	WARNER ENERGY LLC	731150	REF/PL CK 8880 VAL VW	0.00	7,578.60
TOTAL CHECK							0.00	7,890.85
1011	433328	10/22/25	00000142	WAXIE SANITARY SUPPLY, I	11	LINER SANITARY NAPKIN	23.29	289.49
1011	433328	10/22/25	00000142	WAXIE SANITARY SUPPLY, I	11	BRUSH TOILET BOWL W/HA	6.76	83.96
1011	433328	10/22/25	00000142	WAXIE SANITARY SUPPLY, I	11	URINAL CARTRIDGE FALCO	59.21	735.91
1011	433328	10/22/25	00000142	WAXIE SANITARY SUPPLY, I	11	TISSUE TOILET ROLL (80	231.00	2,871.00
1011	433328	10/22/25	00000142	WAXIE SANITARY SUPPLY, I	11	RV TOILET TISSUE 80 PE	113.75	1,413.75
TOTAL CHECK							434.01	5,394.11
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	275305	LEASE 10/20-11/19/25	0.00	12.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	998100	LEASE 10/20-11/19/25	0.00	32.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	731120	LEASE 10/20-11/19/25	0.00	44.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	731150	LEASE 10/20-11/19/25	0.00	44.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	631140	LEASE 10/20-11/19/25	0.00	44.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	732071	LEASE 10/20-11/19/25	0.00	55.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	997100	LEASE 10/20-11/19/25	0.00	65.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	352267	LEASE 10/20-11/19/25	0.00	160.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	126120	LEASE 10/20-11/19/25	0.00	185.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	121110	LEASE 10/20-11/19/25	0.00	190.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	275105	LEASE 10/20-11/19/25	0.00	220.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	115110	LEASE 10/20-11/19/25	0.00	275.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	160105	LEASE 10/20-11/19/25	0.00	300.00
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	121135	LEASE 10/20-11/19/25	0.00	1,121.26
1011	433329	10/22/25	10014012	WELLS FARGO FINANCIAL LE	650302	LEASE 10/20-11/19/25	0.00	1,121.27
TOTAL CHECK							0.00	3,868.53
1011	433330	10/22/25	00000141	WEST COAST ARBORISTS INC	106119	30 YDS OF PLAYGROUND C	0.00	2,451.13
1011	433330	10/22/25	00000141	WEST COAST ARBORISTS INC	860810	TREE PRUNESEP-25	0.00	1,107.00
TOTAL CHECK							0.00	3,558.13
1011	433331	10/22/25	10012502	WILD WATER OPERATING LLC	171710	CAR WASHES	0.00	817.00
1011	433332	10/22/25	10013745	WM CORPORATE SERVICES, L	460220	HAZ WASTE/SEPT-25	0.00	968.17
1011	433333	10/22/25	10013257	WORKCARE, INC.	121110	CITY PD WELLNES SEP25	0.00	14,282.86
1011	433334	10/22/25	10009222	XEROX CORPORATION	275305	COPIER-SENIOR CTR.	0.00	183.79
1011	433335	10/22/25	10006857	YARDLEY ORGILL CO., INC.	352363	HYD REPAIR	0.00	2,527.21

SELECTION CRITERIA: transact.trans_date between '20251009 00:00:00.000' and '20251022 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	433335	10/22/25	10006857	YARDLEY ORGILL CO., INC.	352363	HYD REPAIR	0.00	2,360.91
1011	433335	10/22/25	10006857	YARDLEY ORGILL CO., INC.	352363	CURBSTOP STOCK	0.00	1,279.12
1011	433335	10/22/25	10006857	YARDLEY ORGILL CO., INC.	352363	HYD REPAIR	0.00	68.51
TOTAL CHECK							0.00	6,235.75
1011	V433336	10/22/25	10014232	FIT KIT INC	632118	VIP REBATE/SEP-2025	0.00	500.00
1011	V433337	10/22/25	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	705.00
1011	V433338	10/22/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:0846 LTD PA/PMA	0.00	2,085.00
1011	V433338	10/22/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	8,705.10
TOTAL CHECK							0.00	10,790.10
1011	V433339	10/22/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	40.00
1011	V433339	10/22/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	370.00
TOTAL CHECK							0.00	410.00
1011	V433340	10/22/25	10012664	HGREG NISSAN BUENA PARK	632118	VIP REBATE/SEP-2025	0.00	1,500.00
1011	V433341	10/22/25	00002073	HOUSE OF IMPORTS	632118	VIP REBATE/SEP-2025	0.00	2,000.00
1011	V433342	10/22/25	10012988	INTELEPEER HOLDINGS, INC	170670	BUNDLE CORCLOUD/SEP25	0.00	1,169.14
1011	V433343	10/22/25	00000054	TED JONES FORD INC.	171710	WATER PUMP	0.00	358.65
1011	V433343	10/22/25	00000054	TED JONES FORD INC.	171710	OVERFLOW HOSE	0.00	92.29
1011	V433343	10/22/25	00000054	TED JONES FORD INC.	171710	AXLE SHAFT	0.00	211.59
1011	V433343	10/22/25	00000054	TED JONES FORD INC.	171710	EVAP CANNISTER	0.00	464.31
1011	V433343	10/22/25	00000054	TED JONES FORD INC.	171710	2025 RANGER XL (FOR PA	0.00	35,826.57
1011	V433343	10/22/25	00000054	TED JONES FORD INC.	171710	MOUNT BRACKET	0.00	146.32
TOTAL CHECK							0.00	37,099.73
1011	V433344	10/22/25	00009876	MUNICIPAL WATER DIST OF	352510	AWIA RISK RESILIENCE	0.00	49,450.00
1011	V433344	10/22/25	00009876	MUNICIPAL WATER DIST OF	396848	WATER EFFIC/JULY-25	0.00	786.00
TOTAL CHECK							0.00	50,236.00
1011	V433345	10/22/25	10009196	PLANETBIDS INC.	160410	ADDITIONAL LIC.	0.00	1,309.63
1011	V433346	10/22/25	10006112	PREMIER CHEVROLET OF BUE	171710	WATER PUMP	0.00	550.87
1011	V433347	10/22/25	10008910	PREMIER CHRYSLER DODGE J	171710	VALVE	0.00	7.96
1011	V433348	10/22/25	00001323	SIMPSON AUTOMOTIVE, INC.	171710	ALTERNATOR	0.00	379.11
1011	V433349	10/22/25	10009496	T & G GLOBAL, LLC	170670	LED TREE LIGHT/OCT-25	0.00	1,131.00
1011	V433350	10/22/25	10014355	VERTEXONE SOFTWARE, LLC	352363	SMS GTWAY PASS/AUG25	0.00	45.30
TOTAL CASH ACCOUNT							1,875.52	1,752,739.15
TOTAL FUND							1,875.52	1,752,739.15
TOTAL REPORT							1,875.52	1,752,739.15

Voided Check Numbers	Date Printed
433083	10/22/2025
433201	
433283	
433284	
433310	
433311	
433312	
433313	
433314	
433315	
433316	
433317	
433318	
433319	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $18,163.50 COVERING RETIREE PAYROLL ENDING OCTOBER 31, 2025.

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

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

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $18,163.50, set forth on the 2-page register attached to this resolution and made a part here of have been audited as required by law and are hereby allowed in the amount set forth.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____

City Clerk

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

_____
City Clerk

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

PAYRUN: NER
DATE: 10/27/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
391941	.00	2.00		CHESSEN, DONNA	9428
391942	.00	152.00		DENNY, JOHNNIE	9440
391943	.00	2.00		EERNISSE, NOLA	9448
391944	.00	152.00		GONZALES, ROBERT	9461
391945	.00	2.00		HAMBY, PAUL	9466
391946	.00	152.00		JACKSON, GARY	9482
391947	.00	152.00		KIMERY, ERIC	9012
391948	.00	2.00		MAYS, MARY	9677
391949	.00	152.00		MCCAY, DONALD	9517
391950	.00	42.00		ROBLES, AMPARO	9550
391951	.00	152.00		SCHWENGEL, LLOYD	9558
391952	.00	2.00		SIGLER, CAROL	9620
391953	.00	14.00		TRUJILLO, FRANK	9663
391954	.00	150.00		TUTHILL, LOREN	9581
391955	.00	2.00		WINNER, SAMUEL	9589
391956	.00	42.00		WYMAN, GUADALUPE	9592
v391957	14.00	.00		AGUIRRE, RICHARD	9624
v391958	14.00	.00		BECKER, LLOYD	9409
v391959	150.00	.00		BERRY, STEVE	9682
v391960	185.08	.00		BISBING, KRISTOPHER	9675
v391961	152.00	.00		BRANUM, TERRY	9418
v391962	2.00	.00		BROWN, ARTHUR	9635
v391963	152.00	.00		CARNEY, PATRICK	9014
v391964	42.00	.00		CIAMPA, LISA	9429
v391965	150.00	.00		CISNEROS, RUDY	9625
v391966	42.00	.00		CLARK, LAURENCE	9430
v391967	42.00	.00		COX, BARBARA	9435
v391968	2.00	.00		CRISP, BEVERLY	9612
v391969	152.00	.00		DASCENZI, PHILLIP	9438
v391970	42.00	.00		DESOUCY, DOLORES	9441
v391971	152.00	.00		DIXON, JAMES	9442
v391972	152.00	.00		DOCK, HENRY	9443
v391973	152.00	.00		FAIRMAN, ERIC	9451
v391974	150.00	.00		FONCECA, ARTHUR	9456
v391975	790.53	.00		FORSYTH, RICHARD	9680
v391976	152.00	.00		FROST, FRANK	9458
v391977	349.00	.00		HAINLEY, LAWRENCE	9651
v391978	173.00	.00		HENEIN, NABIL	9662
v391979	152.00	.00		HESTER, KATHLEEN	9627
v391980	152.00	.00		HICKEN, GARY	9475
v391981	262.00	.00		HOLGUIN, ALEXANDER	9604
v391982	150.00	.00		JACKSON, TERESA	9628
v391983	152.00	.00		JONES, MICHAEL	9656
v391984	42.00	.00		JONES, SHIRLEY	9486
v391985	150.00	.00		JONES, WILLIAM	9485
v391986	42.00	.00		KELLY, ANDREA	9661
v391987	42.00	.00		KIRK, BRET	9490
v391988	1,086.55	.00		KOHANEK, WILLIAM	9669
v391989	2.00	.00		KYLE, LESLIE	9493
v391990	152.00	.00		LININGER, RODNEY	9497

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

V391991	14.00	.00	LITCHFIELD, WILLIAM	9630
V391992	150.00	.00	LOEHR, LOTHAR	9499
V391993	1,571.50	.00	LOVCHIK, MICHAEL	9684
V391994	42.00	.00	LOWRY, MARILYN	9501
V391995	152.00	.00	LUCENTI, THOMAS	9502
V391996	42.00	.00	MALOUFF, JOSEPHINE	9505
V391997	152.00	.00	MANNING, BRUCE	9506
V391998	42.00	.00	MARTIN, GLORIA	9508
V391999	42.00	.00	MARTINEZ, DAVID	9649
V392000	152.00	.00	MARTINEZ, MANUEL	9667
V392001	152.00	.00	MCNEILLY, MICHAEL	9522
V392002	14.00	.00	MEALER, JAMES	9523
V392003	152.00	.00	MONSON, THOMAS	9638
V392004	349.00	.00	MOTE, ROBERT	9600
V392005	2,250.95	.00	PELTON, GREGORY	9699
V392006	34.00	.00	PENA, RICHARD	9598
V392007	152.00	.00	POTTER, BRUCE	9541
V392008	152.00	.00	POWELL, ROGER	9672
V392009	42.00	.00	REDDICK, SUZANNE	9655
V392010	150.00	.00	RILEY, MARGARET	9681
V392011	42.00	.00	ROGERS, REGINA	9631
V392012	49.00	.00	ROONEY, MARIAN	9622
V392013	152.00	.00	SANDERS, DARYL	9553
V392014	14.00	.00	SANDOVAL, SANTIAGO	9658
V392015	152.00	.00	SCHOALES, JAMES	9555
V392016	42.00	.00	SELLS, ROBIN	9659
V392017	42.00	.00	SHEARN, WYNNETTE	9641
V392018	1,100.76	.00	SIANEZ, COREY	9690
V392019	152.00	.00	STEWARD, GREGORY	9572
V392020	152.00	.00	SWISHER, JOHN	9652
V392021	152.00	.00	SYLVESTER, DAVID	9574
V392022	14.00	.00	TEMPLETON, JOHN	9686
V392023	150.00	.00	TILTON, SHALICE	9683
V392024	152.00	.00	WADELL, VERN	9584
V392025	150.00	.00	WARSINSKI, RICKY	9645
V392026	2.00	.00	WHITESIDE, JOHN	9668
V392027	42.00	.00	WHITLOCK, JOHN	9633
V392028	697.03	.00	WILLIAMS, JUDITH	9700
V392029	2,331.10	.00	WORRALL, GARY	9685

PAYRUN TOTAL

CHECK:	89	16,991.50	1,172.00

TOTAL

CHECKS:	89	16,991.50	1,172.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,271,338.18 COVERING REGULAR PAYROLL ENDING OCTOBER 24, 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 $1,271,338.18 set forth on this 10-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 in ('NE3','NE4')
ALL CHECKS

PAYRUN: NE3
DATE: 10/27/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V392030	5,814.24	.00		CULL, ROBERT	1012

PAYRUN TOTAL

CHECK: 1	5,814.24	.00	

SELECTION CRITERIA: checkhis.pay_run in ('NE3','NE4')
ALL CHECKS

PAYRUN: NE4
DATE: 10/31/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V392031	2,163.98	.00		APARICIO, LESLIE	590
V392032	4,431.18	.00		COPPING, SARA	951
V392033	2,332.60	.00		ENGLEBRECHT, BRIDGET	261
V392034	3,802.31	.00		FEWER, JESSICA	580
V392035	7,486.41	.00		FRANCE, AARON	1650
V392036	725.49	.00		GODBOLD, KATELIN	672
V392037	1,065.50	.00		LOPEZ, JESSE	606
V392038	213.30	.00		MCKINNEY, KENNETH	552
V392039	2,774.87	.00		MEDINA, YARETZA	8
V392040	1,180.58	.00		OWAKA, PASCHAL	615
V392041	797.87	.00		PERSI, MICHAEL	678
V392042	213.30	.00		TEHRANI, AIDIN	551
V392043	2,976.43	.00		CASTRO, GWENDOLYNE	503
V392044	3,546.26	.00		CERDA, JUAN	831
V392045	6,630.84	.00		FENTON, EDWARD	1564
V392046	982.95	.00		HICKMAN, AISHA	665
V392047	1,845.63	.00		KERN, DONNA	2574
V392048	2,961.48	.00		PREVO, DOREKA	390
V392049	4,093.16	.00		VALDEZ, REBECCA	5490
V392050	2,222.25	.00		BUENROSTRO, PATRICIA	227
V392051	1,626.64	.00		GALLENTINE, KAILEY	486
V392052	4,558.33	.00		GARCIA, ADRIAN	1700
V392053	1,884.92	.00		GLAVIN, BARBARA	1768
V392054	2,859.31	.00		HERNANDEZ, GLORIA	2092
V392055	7,058.29	.00		HYUN, SUNG	2248
V392056	2,075.56	.00		KIM, MIN	2584
V392057	2,140.96	.00		LOVEJOY, REBEKAH	76
V392058	1,101.98	.00		OZAKI, GRACE	3881
V392059	1,982.92	.00		PAK, TIMOTHY	3955
V392060	2,710.35	.00		PEREZ, JESSICA	4111
V392061	2,877.78	.00		TOMASSETTI, JEEVANI	5623
V392062	1,945.03	.00		TRAN, KRYSTLE	242
V392063	4,446.01	.00		AVERELL, MARK	272
V392064	2,562.18	.00		COLES-GUZMAN, MARY	950
V392065	2,335.88	.00		KENNEDY, SEAN	111
V392066	619.77	.00		AHN, JOYCE	263
V392067	614.48	.00		FRANCO-HERNANDEZ, CARLOS	566
V392068	614.48	.00		HOQUE, LAMIYA	412
V392069	619.77	.00		SONNE, SUSAN	5161
V392070	344.77	.00		TRAUT, CONNOR	5399
V392071	3,090.00	.00		ALMQUIST, ANNA PATRICIA	168
V392072	2,192.78	.00		GUERRA, SARAH	1470
V392073	6,380.35	.00		JIMENEZ, ADRIA	2297
V392074	1,320.23	.00		KIRK, RALPH	384
V392075	1,969.13	.00		LOPEZ, ANGELICA	2928
V392076	1,893.81	.00		FLORES, CHRISTOPHER	464
V392077	3,767.74	.00		HOPKINS, NICHOLAS	627
V392078	3,608.27	.00		LESTER, ALEXANDER	2868
V392079	2,131.80	.00		MACIAS, JUDITH	2996
V392080	2,725.21	.00		MAYORQUIN, RAYMUNDO	221

SELECTION CRITERIA: checkhis.pay_run in ('NE3','NE4')
ALL CHECKS

V392081	2,814.47	.00	TART, ANDRE	5235
V392082	1,260.71	.00	TELLEZ, ALMA	667
V392083	2,747.34	.00	ALVAREZ, JOSHUA	458
V392084	1,967.07	.00	CASTANEDA, GUADALUPE	280
V392085	2,389.80	.00	CASTELLANOS, CARLOS	515
V392086	2,597.62	.00	CATALDO, JOHN	766
V392087	3,182.27	.00	CRAVENS, ROBERT	658
V392088	2,271.85	.00	DAVIS-VALENTINE, SUZANNE	1085
V392089	754.66	.00	DINH, MICHELLE	433
V392090	6,881.39	.00	FOULKES, MATTHEW	9
V392091	1,109.87	.00	GUZMAN, FEDERICO	1918
V392092	1,716.74	.00	LI, CELINE	832
V392093	3,862.64	.00	LUNA, HARALD	264
V392094	3,480.67	.00	MCALEESE, IAN	159
V392095	3,058.50	.00	NAVARRO, SANDRA	93
V392096	2,259.75	.00	SANTOS, RUTH	4640
V392097	1,853.59	.00	TAE, RAY	5196
V392098	4,180.84	.00	THAI, LOTUS	536
V392099	2,927.75	.00	ZAPIEN, ERNESTINE	5777
V392100	3,901.12	.00	DHAUW, MELISSA	1170
V392101	843.10	.00	MARTINEZ, RICHARD	834
V392102	3,138.76	.00	SUAREZ, SARABETH	5169
V392103	3,138.76	.00	YOON, JIWON	91
V392104	671.98	.00	BARR, LISA	366
V392105	1,622.40	.00	BARRAZA, TAYLOR	501
V392106	2,558.80	.00	COTA, LORRAINE	954
V392107	5,566.04	.00	DAVENPORT, JOSEPH	1094
V392108	6,667.45	.00	GEYER, BRADLEY	1692
V392109	6,805.22	.00	NGUYEN, NGHIA	3755
V392110	7,941.78	.00	NUNES, FRANK	3813
V392111	4,157.30	.00	SEMAAN, NADIA	4740
V392112	1,772.89	.00	CHARNES, LANCE	783
V392113	12,478.15	.00	DIERINGER, RYAN	1145
V392114	3,811.76	.00	HERNANDEZ, ISABELLA	112
V392115	4,200.54	.00	JIMENEZ, ROBERT	352
V392116	3,547.70	.00	KIM, HYUN	328
V392117	3,545.24	.00	LAM, DAVID	2790
V392118	888.99	.00	LOVCHIK, MICHAEL	6
V392119	4,428.54	.00	MIKIEWICZ, SIMON	3360
V392120	2,565.17	.00	NOVOTNY, MARY	3705
V392121	8,714.37	.00	TOMSICK, MARTIN	5360
V392122	2,736.99	.00	ALCALA, BRITTANY	58
V392123	2,833.75	.00	ARIAS, KALEA	592
V392124	2,703.40	.00	BARAJAS, MAYRA	357
V392125	2,578.83	.00	BINYON, ERIC	506
V392126	5,120.98	.00	BRANDSTETTER, JAMES	629
V392127	3,981.81	.00	BUTH, CATHERINE	561
V392128	3,733.34	.00	CARPENTER, SCARLET	1663
V392129	778.88	.00	CIFUENTES MEDINA, DANNA	671
V392130	1,043.91	.00	CORTEZ TORRES, AMANDA	450
V392131	1,694.16	.00	DIERINGER, REGINA	1515
V392132	3,670.45	.00	ESCOBEDO, STACEY	1530
V392133	4,669.91	.00	ESQUETINI, MARIA	1536
V392134	1,042.22	.00	MADHAE, DEEPINDER	555
V392135	2,842.94	.00	MAERKER, ELIZABETH	3017
V392136	5,110.26	.00	MCGRATH, CODY	3220

SELECTION CRITERIA: checkhis.pay_run in ('NE3','NE4')
ALL CHECKS

V392137	767.73	.00	MENDOZA ESPINOZA, MYA	532
V392138	726.77	.00	MONTANO, BRIANNA	816
V392139	867.86	.00	ONTIVEROS, STEVEN	342
V392140	1,888.82	.00	OSEJO, SOFIA	833
V392141	3,757.66	.00	PALMA CARDENAS, DIANA	3970
V392142	814.44	.00	PARRA, ANGEL	498
V392143	909.09	.00	RODRIGUEZ TZAJ, SANDY	604
V392144	1,000.38	.00	RODRIGUEZ VILLA, YARELI	205
V392145	2,359.00	.00	SAUCEDA, CATHLEEN	4645
V392146	4,330.04	.00	SHERIFF, SAMANTHA	2096
V392147	875.18	.00	SILVERIO, SAMANTHA	497
V392148	4,776.33	.00	TANIGUCHI, MELISSA	5230
V392149	820.74	.00	VELLANOWETH, KRISTINE	217
V392150	733.04	.00	WOOD, HUNTER	605
V392151	60.92	.00	CHAN, KARA	795
V392152	2,488.27	.00	FIORE, KATE	1560
V392153	1,876.89	.00	FLOHRA, KARAN	516
V392154	3,501.79	.00	FOX, CHARITY	1641
V392155	700.56	.00	KUHN, MICHELLE	2730
V392156	799.99	.00	KUHN, TARI	2747
V392157	2,111.79	.00	MAERTZ, DANA	3018
V392158	3,384.09	.00	MENDIVEL, CHRISTINA	3299
V392159	2,316.28	.00	NGO, CATHERINE	3752
V392160	3,321.49	.00	PENDLETON, SUN	4080
V392161	2,272.84	.00	TENG, LING-FEI	2871
V392162	1,999.15	.00	UMLAH, AMBER	5435
V392163	1,698.88	.00	YBARRA, DELIA	529
V392164	5,982.45	.00	BATES, PATRICK	378
V392165	5,307.06	.00	BELTRAN, CHRISTINA	13
V392166	4,429.03	.00	BLACKWOOD, PHALANN	550
V392167	5,857.75	.00	BOURNE, CLIFFORD	5612
V392168	6,937.17	.00	BOYD, ROBERT	584
V392169	4,190.60	.00	BOYER, CAMERON	585
V392170	4,182.81	.00	BRAVO, ISABEL	420
V392171	5,377.02	.00	CAMPOS, LOLANI	728
V392172	4,542.61	.00	CERDA, SERGIO	240
V392173	4,295.18	.00	CHAVEZ, ALEJANDRO	182
V392174	5,215.28	.00	CHAVEZ, ANTONY	246
V392175	2,106.53	.00	CHO, YOUNGVEEN	758
V392176	5,199.04	.00	CURATOLA, ANTHONY	350
V392177	4,138.36	.00	DAVIS, JONATHAN	1083
V392178	5,342.96	.00	ESCAMILLA, MARIO	1529
V392179	6,902.47	.00	ESCOBEDO, DOMINICK	1521
V392180	5,209.72	.00	ESTRELLA, CARL JOSEPH	415
V392181	5,874.42	.00	FRANKLIN, KEVIN	1649
V392182	8,787.81	.00	GALOS, MICHAEL	1680
V392183	6,003.96	.00	GANO, KEVIN	1742
V392184	3,945.67	.00	GARCIA, JONATHAN	514
V392185	8,113.26	.00	GENTNER, GEORGE	1765
V392186	5,590.14	.00	GONZALEZ, LUIS	164
V392187	4,036.99	.00	GONZALEZ, OSCAR	1785
V392188	5,030.43	.00	HERST, RYAN	2102
V392189	5,173.27	.00	HOGAN, CHRISTIAN MICHAEL	138
V392190	6,079.78	.00	HONG, ALEX	2130
V392191	6,537.05	.00	JIMENEZ, GUSTAVO	2285
V392192	7,473.34	.00	JOHNSON, BRYAN	2300

SELECTION CRITERIA: checkhis.pay_run in ('NE3','NE4')
ALL CHECKS

V392193	2,100.23	.00	LEE, DAE WON	814
V392194	8,486.31	.00	LEPE, SERGIO	2901
V392195	5,748.42	.00	LIRA, JOSEPH	133
V392196	3,914.19	.00	LOPEZ, GUILLERMO	2958
V392197	4,341.69	.00	LOVETERE, JOSEPH	2962
V392198	4,390.01	.00	LUONG, AARON	577
V392199	4,606.60	.00	MARTINEZ, JESUS	117
V392200	5,793.81	.00	MEDRANO, JULIAN	3223
V392201	3,443.17	.00	MEKDARA, BOBBY	624
V392202	6,079.31	.00	MEONO, ROBIN	351
V392203	6,690.35	.00	MOELLER, SARAH	3590
V392204	6,018.62	.00	MORALES, FRANK	3489
V392205	5,539.17	.00	MORQUECHO, FERNANDO	510
V392206	6,934.11	.00	MUNOZ, OSCAR	3605
V392207	4,889.30	.00	MURILLO CASTRO, JULIAN	268
V392208	3,358.64	.00	NGUYEN, ANTHONY	258
V392209	7,752.96	.00	NYHUS, CHRISTOPHER	3808
V392210	7,762.12	.00	O'DETTE, DIRK	3823
V392211	7,480.25	.00	OH, WILLIAM	326
V392212	4,651.25	.00	OSORIO, STEVIE	573
V392213	5,957.68	.00	PADILLA, VALERIE	108
V392214	6,600.65	.00	PINO, RICHARD	4171
V392215	11,275.33	.00	PLUMLEE, ROGER	4180
V392216	6,865.63	.00	PROCEL, ANDY	4243
V392217	6,806.27	.00	RAMIREZ, ANGEL	4314
V392218	6,641.53	.00	RANGEL, PRISCILLA	4337
V392219	7,666.78	.00	REYES, HUGO	98
V392220	4,263.40	.00	RODRIGUEZ, CHRISTIAN	4476
V392221	5,020.72	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V392222	5,442.77	.00	SALAZAR, RYAN	4626
V392223	6,543.55	.00	SHADDOW, JON-MICHAEL	4837
V392224	8,804.67	.00	SOLIS, DANIEL	5000
V392225	2,966.91	.00	SOUSA, MATTHEW	596
V392226	5,374.06	.00	TEWELL, MELISSA	5282
V392227	7,303.78	.00	TRAN, TUYET	5424
V392228	6,192.14	.00	WILLIAMS-GIROUX, JACOB	499
V392229	8,369.76	.00	COLON, BOBBY	900
V392230	10,682.27	.00	LEE, CONNOR	2861
V392231	2,441.61	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V392232	5,812.85	.00	ORTEGA, MICHAEL	104
V392233	1,818.59	.00	RAMIREZ, ARIANNA	86
V392234	4,963.05	.00	RICE, JAMES	4408
V392235	3,057.26	.00	SILVA, OSCAR	4886
V392236	2,866.88	.00	VAZQUEZ-CAMACHO, MARLENE	101
V392237	5,352.01	.00	VU, JEFFREY	5519
V392238	1,385.03	.00	BAIR, JOHN	284
V392239	861.78	.00	CASEY, DROUETT	771
V392240	1,710.33	.00	PATTON, DANA	4060
V392241	13,370.80	.00	BAILEY, JOHN	355
V392242	9,566.45	.00	BERNAL, DAVID	480
V392243	6,518.38	.00	BOUDREAU, CORY	583
V392244	2,498.51	.00	BOUDREAU, LAURA	2192
V392245	5,557.71	.00	BOYINGTON, DEVIN	594
V392246	5,249.64	.00	CARNEY, THOMAS	751
V392247	4,850.21	.00	CHRISTIANSEN, ANDREW	97
V392248	3,438.49	.00	EK, CHRISTOPHER	1477

SELECTION CRITERIA: checkhis.pay_run in ('NE3','NE4')
ALL CHECKS

V392249	3,651.55	.00	KALAGIAN, BRYANT	2436
V392250	2,418.27	.00	LARA, KARON	103
V392251	4,585.28	.00	LOMELI, LISBETH	4516
V392252	2,840.25	.00	LOPEZ, VANESSA	2929
V392253	5,688.55	.00	LOPEZ, WILLYVALDO	2941
V392254	7,372.61	.00	LOWE, AUSTIN	2956
V392255	4,921.59	.00	MOON, DAVID	3479
V392256	4,243.55	.00	MORALES MALDONADO, IVETT	3490
V392257	2,317.14	.00	O'DETTE, NANCY	1920
V392258	6,393.59	.00	PANTOJA, DAVID	3986
V392259	6,752.80	.00	RUBALCAVA, EFRAIN	4590
V392260	2,582.58	.00	SULLIVAN, STACEY	5160
V392261	3,219.79	.00	TREADWAY, SARA	4210
V392262	4,819.41	.00	TURNER, JERAMIAH	291
V392263	4,129.21	.00	VU, KRISTINE	63
V392264	1,864.46	.00	CARDENAS, MARGARET	336
V392265	2,331.60	.00	IBARRA, KRISTI	88
V392266	6,428.65	.00	MIKHAEL, MINA	3359
V392267	2,132.51	.00	ALMANZA, MINERVA	79
V392268	4,598.21	.00	ALQAM, NADER	71
V392269	4,902.52	.00	ARABOLU, DEEPTHI	178
V392270	2,984.22	.00	CAPISTRANO, FRANCES	74
V392271	3,138.76	.00	COLES, CARINA	77
V392272	2,899.51	.00	ESPARZA-ALMARAZ, AARON	383
V392273	2,782.19	.00	GUZMAN, HECTOR	512
V392274	1,559.91	.00	HA, ALAN	677
V392275	2,996.55	.00	LANNAN, GREGORY	2791
V392276	3,134.59	.00	LEE, HYANG SUN	430
V392277	3,552.56	.00	MILLER, JADEN	513
V392278	236.29	.00	PENA, MANUEL	2933
V392279	3,273.85	.00	TRAN, JASON	96
V392280	4,151.57	.00	WRAY, NORMAN	5725
V392281	2,652.44	.00	ZARAGOZA, EDUARDO	5788
V392282	3,611.71	.00	AUBUCHON, LAURIE	250
V392283	2,778.14	.00	GENERA, ELIZABETH	1685
V392284	4,860.84	.00	HUNT, JOSEPH	2249
V392285	1,942.27	.00	LUX, ANDREA	2972
V392286	2,496.82	.00	VENEGAS MENDEZ, JAVIER	5491
V392287	708.14	.00	AGUILAR, JUAN	861
V392288	4,691.63	.00	BACA, ANDREW	315
V392289	4,604.93	.00	BRITO, MICHAEL	642
V392290	2,311.69	.00	CASTRO, EFRAIN	641
V392291	708.13	.00	CASTRO, JOHN	540
V392292	2,200.06	.00	CISNEROS, STEVEN	855
V392293	2,200.06	.00	COLORADO, JARRETH	852
V392294	4,811.97	.00	ESCATEL-OROSCO, PEDRO	1537
V392295	2,200.01	.00	ESPINOSA, GUIDO	637
V392296	1,756.56	.00	GARCIA, RYAN	851
V392297	2,939.08	.00	GONZALES, DERRICK	635
V392298	3,015.30	.00	GONZALEZ, ALEJANDRO	1783
V392299	2,320.08	.00	GONZALEZ, KONRAD	587
V392300	633.04	.00	HERNANDEZ, OSBALDO	863
V392301	2,292.94	.00	HERRERA, FELIX	856
V392302	182.96	.00	LARA, PAULO	849
V392303	4,192.67	.00	LIBUNAO, NINO	2912
V392304	2,326.02	.00	LISCANO, CHRISTOPHER	850

SELECTION CRITERIA: checkhis.pay_run in ('NE3','NE4')
ALL CHECKS

V392305	2,519.80	.00	MARASCO, MATTHEW	289
V392306	2,322.89	.00	MORALES, LEONARDO	819
V392307	914.99	.00	MORENO, MARCOS	862
V392308	4,204.21	.00	MUNOZ, JOHNNY	144
V392309	2,603.72	.00	NAJERA, JESSE	3630
V392310	708.13	.00	NGUYEN, DUNG	858
V392311	731.86	.00	RAMIREZ ALVAREZ, JOSE	857
V392312	4,964.85	.00	RIVERA, JOE	4450
V392313	2,200.06	.00	RODRIGUEZ, MIGUEL	589
V392314	3,395.95	.00	RODRIGUEZ, OSCAR	131
V392315	708.13	.00	SANTANA, JESUS	860
V392316	3,384.42	.00	SERNA, JUAN	4728
V392317	714.43	.00	SESSION, DIMITRIAS	859
V392318	3,988.29	.00	TORREZ, JAVIER	69
V392319	1,988.00	.00	VILLANUEVA, RICHARD	854
V392320	2,815.38	.00	CARRILLO, EDWARD	765
V392321	2,670.32	.00	CHAVEZ, CAESAR	544
V392322	2,267.65	.00	ELLS, ZACHARY	1500
V392323	2,582.86	.00	ENNIS, JOSEPH	262
V392324	1,733.36	.00	ESPINO, KEVIN	517
V392325	3,451.58	.00	FINCH, BARRETT	1574
V392326	4,052.47	.00	HAGAN, KEVIN	1947
V392327	5,140.97	.00	KVENBO, SCOTT	2750
V392328	2,133.51	.00	LAUTERIO, MATTHEW	533
V392329	2,112.35	.00	MARTINEZ, MARCO	215
V392330	4,841.77	.00	MCGEE, MICHAEL	9306
V392331	2,658.02	.00	MILLER, DAVID	3390
V392332	2,992.57	.00	MOJARRO, ANDREW	3082
V392333	3,808.85	.00	MOORE, FRANK	3486
V392334	1,930.35	.00	MYLLES, JOSHUA	279
V392335	1,810.96	.00	PRECIADO, CAMDEN	134
V392336	2,369.07	.00	SANCHEZ, JUAN	4617
V392337	2,375.05	.00	SPEAR, ANTHONY	5011
V392338	3,994.90	.00	STEPHENSON, MARK	5122
V392339	2,244.33	.00	TAVARES, JAMEY	5231
V392340	1,890.34	.00	ALVAREZ, CARLOS	136
V392341	1,333.87	.00	AVILA, NICHOLAS	744
V392342	2,690.62	.00	DAHL, TERRY	1084
V392343	2,845.46	.00	DOMINGUEZ, KEVIN	565
V392344	2,164.80	.00	GARCIA DEL TORO, JOSE	845
V392345	2,682.71	.00	GARCIA ORTEGA, JOSE	1636
V392346	3,505.10	.00	GRIMES, DAVID	1881
V392347	3,231.19	.00	GUZMAN, KEVIN	132
V392348	2,332.69	.00	KOSS, MICHAEL	2718
V392349	2,833.22	.00	MARTINEZ, GABRIEL	3139
V392350	2,373.65	.00	MELLADO, KIM	3289
V392351	2,663.01	.00	MERROW, MATTHEW	3316
V392352	2,357.02	.00	OTTEN, DAVID	3869
V392353	3,691.68	.00	PORTER, JEFFREY	4174
V392354	1,333.87	.00	RAMOS, NIKOLAS	815
V392355	2,884.66	.00	RODRIGUEZ, EDWARD	4479
V392356	1,890.34	.00	RUIZ, ALEJANDRO	416
V392357	1,336.97	.00	SAILIATA, RAYMOND	648
V392358	1,333.87	.00	SOLOMAN, ROBERTO	654
V392359	1,944.82	.00	TORRES, SALVADOR	234
V392360	2,245.12	.00	WELLS, ANTHONY	5610

SELECTION CRITERIA: checkhis.pay_run in ('NE3','NE4')
ALL CHECKS

V392361	4,629.66	.00	CAMPIZTA, ADAM	225
V392362	5,414.09	.00	DE LA CRUZ, RICARDO	558
V392363	3,899.35	.00	MACIAS, RAYMOND	2998
V392364	2,885.09	.00	WEAR, JOHN	5606
V392365	2,155.13	.00	ALARCON, ALEXANDER	485
V392366	6,655.59	.00	BOX, JAMES	576
V392367	23.70	.00	CARVER, BRIAN	586
V392368	2,258.83	.00	CHAVEZ, ARIANA	788
V392369	23.70	.00	CHENCINSKI, COLETTE	487
V392370	1,828.71	.00	CONTRERAS, SAUL	95
V392371	12.70	.00	DE LA LUZ, ALICIA	408
V392372	.00	.00	FRUTOS, JERRY	488
V392373	23.70	.00	HOLGUIN, COURTNEY	394
V392374	3,305.34	.00	HURTADO, MARIA	353
V392375	23.70	.00	INNOCENTE, SHEENA	436
V392376	23.70	.00	JESSUP, LISA	496
V392377	2,205.13	.00	MANCILLA, JSSICA	451
V392378	23.70	.00	MARTINEZ, JUANITA	421
V392379	2,291.45	.00	MARTINEZ, SERENA	3147
V392380	23.70	.00	MASSED, TANYA	409
V392381	23.70	.00	MCCANN, CAROL	439
V392382	1,963.34	.00	MOMPELLER, JUSTICE	443
V392383	23.70	.00	NEVAREZ, VERONICA	588
V392384	23.70	.00	ROSS, IRVING	435
V392385	3,279.01	.00	SAUCEDA, MARK	4642
V392386	8.70	.00	WALKER, SHARENA	524
V392387	23.70	.00	WALLACE, DEAN	402
V392388	23.70	.00	YUN, HYEWON	432
V392389	883.14	.00	ALVARADO, ADRIAN	89
V392390	539.74	.00	BAHENA, PEDRO	148
V392391	507.73	.00	BAKER, JAMISON	465
V392392	228.70	.00	BALENTI, TYLOR	846
V392393	407.10	.00	BARENG, KATHERINE	33
V392394	237.85	.00	CARBAJAL, MARCELO	848
V392395	265.30	.00	CARVENTE, GIANJAVIER	334
V392396	909.32	.00	CISNEROS, MICHELLE	812
V392397	274.44	.00	CONSTANTINE, NATALIE	837
V392398	772.24	.00	DURGIN, JAYLIND	186
V392399	393.37	.00	ESCAMILLA PATRICIO, DANIELLE	534
V392400	109.78	.00	FERNANDEZ, GISSEL	330
V392401	465.27	.00	GARCIA, MICHELE	171
V392402	426.51	.00	GONZALEZ, ISAAC	294
V392403	672.00	.00	GUERRA, ATHZIRI	141
V392404	994.03	.00	GUERRA, ROCCO	44
V392405	752.21	.00	GUILLEN, JAYDEN	339
V392406	784.61	.00	GUTIERREZ, MICHELLE	1925
V392407	64.04	.00	GUTIERREZ, SABRINA	847
V392408	1,104.57	.00	HERNANDEZ, KATE	2091
V392409	210.41	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V392410	848.45	.00	HOLLOWAY, ELIZABETH	2185
V392411	182.96	.00	LEOS LOPEZ, EVELYN	836
V392412	329.33	.00	LEWIS, ALEC	266
V392413	785.78	.00	MAGANA, ADAM	173
V392414	735.79	.00	MOLINA, LILLY	611
V392415	608.12	.00	MORENO, ANDREW	161
V392416	512.29	.00	NGHIEM, NATALIE	249

SELECTION CRITERIA: checkhis.pay_run in ('NE3','NE4')
ALL CHECKS

V392417	128.07	.00	NGUYEN, KEVIN	299
V392418	624.82	.00	OCHOA, ALAN	192
V392419	421.19	.00	ONTIVEROS, IZABELLA	3864
V392420	274.44	.00	REYES, JETH	844
V392421	1,020.84	.00	RIVERA GOMEZ, YAMILEX	4432
V392422	173.81	.00	RODRIGUEZ, JACOB	839
V392423	484.85	.00	RODRIGUEZ, KAREN	538
V392424	616.60	.00	RODRIGUEZ, MIKAYLA	295
V392425	54.89	.00	ROQUE, KATRINA	38
V392426	610.71	.00	RUIZ, LUIS	527
V392427	844.38	.00	SANCHEZ, NATHAN	504
V392428	320.18	.00	SANTANA, JOZELYN	838
V392429	365.92	.00	SCOTT, EMANY	842
V392430	320.18	.00	SHRESTHA, SALIS	610
V392431	897.01	.00	SOLTERO, JESSE	177
V392432	420.81	.00	SORIA, NOAH	5004
V392433	809.16	.00	STRICKLER, LINDA	5135
V392434	766.61	.00	TAPIA, ANGELICA	306
V392435	1,057.51	.00	THOMSEN, MATTHEW	194
V392436	247.00	.00	TUCKER, JOSEPHINE	843
V392437	2,592.05	.00	VAN SICKLE, MICHELLE	2076
V392438	991.37	.00	VAZQUEZ, OSCAR	152
V392439	539.74	.00	VELOZ, SABRINA	146
V392440	682.36	.00	WEBER, ISABELLA	614
V392441	173.81	.00	WONGSUPHAKPHAN, BRIANNA	337
V392442	768.86	.00	AGUILAR, KALVIN	23
V392443	365.92	.00	BARTOLO, BRYAN	338
V392444	862.46	.00	CABUSAO, NINA MARINELLA	729
V392445	530.58	.00	CHOATE, RACHAEL	511
V392446	1,602.20	.00	CORRALES, ISAAC	474
V392447	3,088.45	.00	DAVIS, TANIKKA	1082
V392448	1,334.52	.00	GRACIA, TONY	622
V392449	453.31	.00	HONG, YI	2189
V392450	600.15	.00	KENDRIX, PERRY	741
V392451	1,123.30	.00	LARIZ RUBALCAVA, CARLOS	429
V392452	748.21	.00	LIZARRAGA, ERIK	483
V392453	2,325.60	.00	LOZANO, WILFREDO	621
V392454	2,963.05	.00	MARQUEZ PINEDO, ANALISA	3118
V392455	1,222.85	.00	MEGGINSON, MARK	562
V392456	899.20	.00	MENDOZA, GISELLE	522
V392457	201.26	.00	MORISON, MATTHEW	243
V392458	2,948.68	.00	NIELSEN, ROSEMARY	3760
V392459	882.22	.00	ORTIZ, YAHAIRA	241
V392460	542.32	.00	ROJAS, ASHLEY	473
V392461	654.99	.00	RUIZ, GIANCARLO	466
V392462	596.05	.00	SALAZAR, NICHOLAS	661
V392463	1,035.80	.00	SANCHEZ, MARIA	818
V392464	616.60	.00	SANDOVAL, RYAN	663
V392465	583.71	.00	SINGH, YASMINE	479
V392466	814.27	.00	SOSA, ELIANNA	341
V392467	740.19	.00	TOLEDO, ISAAC	742
V392468	219.55	.00	VEGA-MATA, PEDRO	278
V392469	606.35	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL
CHECK: 439 1,265,523.94 .00

SELECTION CRITERIA: checkhis.pay_run in ('NE3','NE4')
ALL CHECKS

TOTAL CHECKS:	440	1,271,338.18	.00

November 12, 2025
CONSENT CALENDAR
Item No. 4C.

City Council Agenda Report

RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF CONTRACT WITH J&A ENGINEERING DBA J&A FENCE FOR THE EHLERS CENTER SECURITY FENCE PROJECT

PREPARED BY	PRESENTED BY
Nader Alqam, Principal Engineer	Nader Alqam, Principal Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

T RECOMMENDED ACTION

1) Adopt a resolution approving the plans and specifications for the Ehlers Center Security Fence Project; 2) Award a contract to J&A Engineering dba J&A Fence in the amount of $69,200; 3) Authorize contingency funds in the amount of $10,000 in the same purchase order; 4) Appropriate $79,200 from the undesignated General Fund balance for the project; 5) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 6) Authorize the City Manager and City Clerk to execute the contract.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

To maintain security and safety of the facility during operational hours and after-hours, staff is proposing to install a security fence on the perimeter of the Ehlers Event Center.

The Ehlers Center Security Fence Project will include the installation of black wrought iron fences along the perimeter of the facility, two Americans with Disability Act (ADA) compliant double-pedestrian gate, one ADA compliant single-pedestrian gate, one service vehicle gate, a height extension of an existing facility side-gate, and the installation of bird repellant spikes on the roof of the facility in certain areas.

The project was advertised for public bids on October 9, 2025. Four bids were received on October 30, 2025. The lowest, responsive and responsible bidder is J&A Engineering of Azusa, CA, in the amount of $69,200.

This contractor possesses the required license and has completed similar projects for the Garden Grove Unified School District, Little Lake City School District, and Caltrans. Staff recommends awarding the contract to J&A Engineering and approving $10,000 for contingency funds. Construction is scheduled to begin in December 2025 and be completed in January 2026.

BUDGET IMPACT

Total cost for the project is in the amount of $79,200, which includes the following:

- Construction Contract: $69,200
- Construction Contingency: $10,000

This project is not budgeted and staff is requesting an appropriation from the undesignated General Fund balance in the amount of $79,200 for this purpose.

Attachments

Att 1 of 5 - Resolution - Ehlers Security Fence.pdf

Att 2 of 5 - VICINITY MAP.pdf

Att 3 of 5 - Bid Results - Ehlers Security Fence.pdf

Att 4 of 5 - Bid Summary - Ehlers Security Fence.pdf

Att 5 of 5 - CONTRACT - EHLERS SECURITY FENCE.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA APPROVING SPECIFICATIONS AND PLANS FOR **EHLERS CENTER SECURITY FENCE PROJECT** IN SAID CITY.

WHEREAS, it is the intention of the City of Buena Park to construct certain improvements in the City; and

WHEREAS, the City Engineer has prepared specifications and plans for the construction of certain improvement(s).

NOW, THEREFORE, BE IT RESOLVED that the specifications and plans presented by the City be and are hearby approved as the specifications and plans for:

EHLERS CENTER SECURITY FENCE PROJECT

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, 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 12th day of November, 2025.

_____
City Clerk

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

EHLERS CENTER SECURITY FENCE PROJECT

VICINITY MAP

EXHIBIT NO.

A

DRAWN BY: NMA

DATE: 11/03/2025

\\chfile\Engineering\Projects\Building\Active\Ehler's Center Security Fence\Design\Plans\VICINITY MAP.dwg

City of Buena Park

BID RESULTS

Ehlers Event Center Security Fence Project

Project No. #154

Bid No. #2026-03

Bid Opening : October 30 - 4:00 P.M.

	Company Name		Base Bid Amount
1	J&A Engineering	$	69,200.00
2	Valley Cities Fence	$	79,751.20
3	Red Hawk	$	86,983.00
4	Hart Design Build, Inc.	$	177,734.25

EHLERS EVENT CENTER SECURITY FENCE PROJECT
BID SUMMARY
Bid Opening: October 30, 2025 - 4:00 P.M.

				J&A Engineering dba J&A Fence		Valley Cities Gonzales Fence, Inc.		Red Hawk Services, Inc.		Hart Design Build, Inc.*		Engineer's Estimate		Average	
Item No	Approx. Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	MOBILIZE/DEMOBILIZE	$1,100.00	$1,100.00	$0.00	$0.00	$500.00	$500.00	$0.00	$0.00	$3,000.00	$3,000.00	$920.00	$920.00
2	70	LF	FURNISH AND INSTALL 8 FT HIGH WROUGHT IRON FENCE WITH FINIALS	$200.00	$14,000.00	$266.26	$18,638.20	$422.90	$29,603.00	$5,817.09	$407,196.00	$300.00	$21,000.00	$1,401.25	$98,087.44
3	1	EA	FURNISH AND INSTALL WROUGHT IRON ADA COMPLIANT SINGLE PEDESTRIAN DOOR WITH METALIC MESH AND PUSH BAR	$7,000.00	$7,000.00	$9,774.00	$9,774.00	$9,333.00	$9,333.00	$15,302.25	$15,302.25	$9,000.00	$9,000.00	$10,081.85	$10,081.85
4	1	EA	FURNISH AND INSTALL WROUGHT IRON ADA COMPLIANT DOUBLE PEDESTRIAN DOOR WITH METALLIC MESH AND PUSH BAR	$15,600.00	$15,600.00	$15,100.00	$15,100.00	$13,175.50	$13,175.50	$27,121.50	$27,121.50	$9,000.00	$9,000.00	$15,999.40	$15,999.40
5	1	EA	FURNISH AND INSTALL WROUGHT IRON DECORATIVE ADA COMPLIANT DOUBLE PEDESTRIAN DOOR WITH METALLIC MESH AND PUSH BAR	$19,000.00	$19,000.00	$16,254.00	$16,254.00	$18,647.00	$18,647.00	$34,788.50	$34,788.50	$10,000.00	$10,000.00	$19,737.90	$19,737.90
6	1	EA	FURNISH AND INSTALL WROUGHT IRON SERVICE VEHICLE DOUBLE SWING GATES	$9,000.00	$9,000.00	$7,720.00	$7,720.00	$7,594.00	$7,594.00	$14,553.00	$14,553.00	$9,000.00	$9,000.00	$9,573.40	$9,573.40
7	1	LS	EXTEND HEIGHT OF EXISTING FENCE AND GATE	$2,500.00	$2,500.00	$5,560.00	$5,560.00	$4,007.00	$4,007.00	$11,596.00	$11,596.00	$3,000.00	$3,000.00	$5,332.60	$5,332.60
8	50	LF	PROCURE AND INSTALL BIRD REPELLANT SPIKES	$20.00	$1,000.00	$126.10	$6,305.00	$82.47	$4,123.50	$113.13	$5,656.50	$10.00	$500.00	$70.34	$3,517.00
			TOTAL =		**$69,200.00**		**$79,351.20**		**$86,983.00**		**$516,213.75**		**$64,500.00**		**$163,249.59**

* Contractor bid non-responsive

CONTRACT

CITY OF BUENA PARK CONTRACT FOR

EHLERS CENTER SECURITY FENCE PROJECT
"Project"

PROJECT NUMBER: 154
BID NUMBER: 2026-03

This CONTRACT ("Contract") is made and entered this 12th day of November 2025 ("Effective Date"), by and between the CITY OF BUENA PARK, a California municipal corporation ("City") and J&A Engineering dba J&A Fence, a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 913941 The Contractor and the City are sometimes referred to herein collectively as the "Parties" and singularly as "Party."

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following, each of which are attached hereto and incorporated herein by this reference:

A. This Contract;
B. The Notice Inviting Bids for the above-referenced project ("Project"), dated October 9, 2025;
C. The Instructions to Bidders for the Project, dated October 9, 2025;
D. Contractor's Bid for the Project, dated October 30, 2025 (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award);
E. The Contractor's Bonds for the Bid and the Project;
F. The final working drawings, plans, and specifications for the Project as approved by the City, and dated October 2025 ("Plans and Specifications").
G. The City of Buena Park's Standard Specifications for Public Works Projects, Latest Edition;
H. The City of Buena Park's Special Provisions for Public Works Projects, Latest Edition;
I. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
J. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

2. Scope of Services. Contractor shall perform all Work necessary to complete, in a good and workmanlike manner, a public works project identified in the title of this Contract above (the "Project"), as such Project and the Work to be performed by Contractor is further are described in the Contract Documents.

3. Compensation. In consideration for Contractor's performance of the Work required to complete the Project hereunder, City shall pay Contractor a total *NOT-TO-EXCEED* amount of Sixty Nine Thousand, and Two Hundred dollars ($69,200) in accordance with the prices as submitted in the Bid ("Compensation"). The Compensation shall be the total and complete such payable by the City for any and all costs, direct or indirect, of the Contractor for provision of the Work and completion of the Project, including but not limited to general and supplementary conditions, performance and payment bonds, Contractor fee for construction, and Contractor overhead and profit, and any other items of costs, accounting, or expense relating to or arising therefrom. Compensation shall under no circumstances be increased except via a formal change order approved by the City; and only if such overruns result of additional scope from the City, as opposed to price overruns, delays, errors, or omissions.

4. Term of Contract: The Contractor agrees to complete the work to City's satisfaction within **THIRTY (30) WORKING DAYS** from the date of written notice to proceed. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS ($500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).

6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance.

1. Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees, volunteers, and agents.

2. In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification 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 worker's 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 contract."

B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

   a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.

   b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering “Any Auto” (Symbol 1).

   c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:

   a. General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.

   b. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

   c. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles and/or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or, the Contractor shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.

2. Requirements of specific coverage features or limits contained in this Section 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. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.

6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.

7. In the event any policy of insurance required under this Contract 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 any premium paid by City will be promptly reimbursed by Contractor.

8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.

9. 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 Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the 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.

11 All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."

12. All insurance coverage shall contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."

13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.

14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.

16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.

17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.

18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. Contractor agrees that no contract, standard form or otherwise, used by any party in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

E. Acceptability of Insurers. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

F. Verification of Coverage. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

G. Subcontractors. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City or review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

7. Indemnitifcation.

A. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

B. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers ("Indemnitees"), from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

C. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City 's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

D. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

E. The obligations of Contractor under this or any other provision of this Contract will not

be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to the Indemnitees. The Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by the Contractor pursuant to this Contract.

8. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

9. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply.

10. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

11. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the power and authority to execute this Contract on behalf of Contractor and has the power and authority to bind Contractor to the performance of its obligations hereunder.

12. Entire Agreement; Modification. This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. Each Party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

13. Exhibits; Precedence. All documents referenced as exhibits in this Contract are hereby incorporated into this Contract by this reference. In the event of any inconsistency between the express provisions of this Contract and any provision of an exhibit, the provisions of this Contract, then the City's invitation for bids, if any, shall prevail.

14. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

J&A ENGINEERING, dba J&A FENCE
("CONTRACTOR")

By: _____

By: _____

November 12, 2025
CONSENT CALENDAR
Item No. 4D.

City Council Agenda Report

FINAL PAYMENT TO TRUELINE CONSTRUCTION & SURFACING, INC. FOR THE HEROES PARK PICKLEBALL COURT 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 Trueline Construction & Surfacing, Inc. in the amount of $75,544.52; and 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On July 22, 2025, the City Council approved a contract with Trueline Construction & Surfacing, Inc. in the amount of $78,104.52 for the Heroes Park Pickleball Court Project and a construction contingency of $10,000, for a combined total construction project budget of $88,104.52.

DISCUSSION

The Heroes Park Pickleball Court Project has been completed. This project included three (3) new pickleball courts, two (2) resurfaced basketball courts, eight (8) new benches, new fencing installed for the pickleball courts, and resurfacing of the existing Senior Center Pickleball Court.

Contract Dates

Advertisement: June 4, 2025

Contract Awarded: July 22, 2025

Notice to Proceed: September 29, 2025

Work Completed: October 20, 2025

The contractor has submitted a bill for work completed as of October 20, 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 $75,544.52. The final contract cost for this project is $75,544.52, which includes change orders and quantity changes. This amount is $12,560 (or 14.3%) under the approved construction project budget of $88,104.52. The total retention is in the amount of $3,777.23, 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 $75,544.52. This project was funded by the Providence St. Jude Hospital Restricted Project Grant Agreement #202501 (Account No 11-190067-9806).

Attachments

Att 1 of 3 - Appendix A_Trueline.pdf
Att 2 of 3 - Contractor Invoice_Trueline.pdf
Att 3 of 3 - Finance Department Memorandum.pdf

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

Appendix "A" - Capital Improvement Project Final Report

HEROES PARK PICKLEBALL COURT PROJECT

CONTRACT

Original Construction Contract Amount	$78,104.52
Council Approved Construction Contingency Funds	$10,000.00
Approved Construction Contract Amount	**$88,104.52**

CONTRACT ADJUSTMENTS

Contract Change Orders

CCO #01 Remove Exercise Equipment Relocation	-$2,560.00
Total Contract Adjustments	**-$2,560.00**

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	$75,544.52
Retention Held This Period	-$3,777.23
Total Amount Due This Payment	**$71,767.29**

PROJECT SUMMARY

Original Construction Contract Amount	$78,104.52
Total Construction Contract Adjustment	-$2,560.00
Revised Construction Contract	**$75,544.52**
Approved Construction Contract Amount	**$88,104.52**
Amount Under the Approved Construction Contract Amount	**$12,560.00**
Percentage Under the Approved Construction Contract Amount	**14.3%**

Trueline Construction & Surfacing, Inc.
12397 Doherty Street | Riverside, CA 92503
P.O. Box 70269 | Riverside, CA 92513-0269
(951) 817-0777 | www.gotrueline.com

TrueLine CONSTRUCTION & SURFACING
ALL GAME COURT SURFACING & WINDSCREENS

Invoice

Date	Invoice #
10/20/2025	2964

Bill To	Ship To
City of Buena Park Purchasing P.O. Box 5009 Buena Park, CA 90622-5009	San Marino Park Heroes Park 8738 Hoffman St Buena Park, CA 90620

P.O. No.	Terms	Project
260233	Due Upon Complet...	Heroes Park PB 2025

Description	Qty	Rate	Curr %	Amount
- 22,720 sq ft - Resurface entire concrete area - To Include: Two (2) Full Size Basketball Courts & Three (3) Pickleball Courts.				
PICKLEBALL COURT CONVERSION CONVERT 5200 SQUARE FOOT AREA TO THREE PICKLEBALL COURTS Power Wash Tennis Court (owner to provide water to contractor at no additional charge) Patch cracks and spalls, We cannot guarantee against the occurrence of any new spalls or pop outs. Grind Displaced areas on cracks so both sides are fairly level. *NOTE* Structural cracks in concrete and asphalt will return. A crack can be repaired, but it might come back. Structural cracks or hairline cracks will always come back and most of the time immediately. These can be repaired temporarily, but will ultimately come back. Cracks are formed due the movement of the slab, expanding and contracting it there is a weak point in the slab itself. Even when the correct method of repair is done, the crack could re-appear the next day or never, as every court reacts differently in the movement of the slab itself. Provide and Install three (3) sets of Pickleball Posts, Sleeves and Nets, Core Drilled Apply Sportmaster Black resurfacer coat, 100% latex acrylic mixed with #60 silica sand to smooth out the surface and provide a superior base for color coating. Apply two coats of Sportmaster Color System, 100% latex acrylic, mixed with #90 silica sand for a medium speed of play. Color court to accommodate a total of (4) Pickleball Courts on 60 x 120 Tennis Court Stripe Play Lines, sharp and accurate to ASBA specifications Lines to be white latex acrylic line paint unless otherwise specified. Squeegee marks, lines or swirls are always visible in the application process, but will fade over time.	1	18,430.00	100.00%	18,430.00

Please make checks payable to:
Trueline Construction & Surfacing, Inc.
P.O. Box 70269
Riverside, CA 92513-0269

Total	
Payments/Credits	
Balance Due	

Thank you for your business!

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P.O. No.	Terms	Project
260233	Due Upon Complet...	Heroes Park PB 2025

Description	Qty	Rate	Curr %	Amount
Resurface Basketball Court (s).Power wash basketball court(s) (owner to provide water to contractor at no charge) Patch cracks and spalls Grind displaced areas on cracks so both sides are fairly level. We cannot guarantee against the occurrence of any new spalls or pop outs. *Note* Cracks in Concrete and Asphalt will Return. A crack can be repaired, but it might come back. Structural cracks or hairline cracks will always come back and most of the time immediately. These can be repaired temporarily, but will ultimately come back. Cracks are formed due to the movement of the slab, expanding and contracting if there is a weak point in the slab itself. Even when the correct method of repair is done, the crack could re-appear the next day or never, as every court reacts differently in the movement of the slab itself. Apply primer to bare areas Apply Sportmaster black acrylic resurfacer coat, 100% latex acrylic, mixed with #60 silica to smooth out surface and provide a superior base for color Apply two coats of Sportmaster color, (two tone included. Additional fee for a third color) 100% latex acrylic, mixed with #90 silica sand for a medium speed of play Stripe to specifications Lines to be white latex acrylic line paint unless otherwise specified. Squeegee marks, lines or swirls are always visible in the application process, but will fade over time. Please be aware that your quote includes a total of two (2) color choice(s), not including the Bright Red or Tournament Purple. These are Premium Colors and would require an additional fee. **Does not included logo unless otherwise noted**	2	12,110.00	100.00%	24,220.00
Provide and Install Perimeter Fencing (3 Sides only - no fencing along basketball sideline) - 230 linear feet of 3.5 ft high chain link fence - Black - Core Drill into existing concrete slab for fence post footings. ** include One gate. Fence posts to be powder coated and green or black vinyl coated chain link mesh 1 3/4' mesh with fuse bonded 9 gauge core and 8 gauge finish to be used. Top rail and corner bracing to be 1 5/8' Posts to be 2 7/8'. Install 9 gauge bottom tension wire.	172	47.36	100.00%	8,145.92

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Total	
Payments/Credits	
Balance Due	

Thank you for your business!

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TrueLine CONSTRUCTION & SURFACING
ALL GAME COURT SURFACING & WINDSCREENS

Invoice

Date	Invoice #
10/20/2025	2964

Bill To	Ship To
City of Buena Park Purchasing P.O. Box 5009 Buena Park, CA 90622-5009	San Marino Park Heroes Park 8738 Hoffman St Buena Park, CA 90620

P.O. No.	Terms	Project
260233	Due Upon Complet...	Heroes Park PB 2025

Description	Qty	Rate	Curr %	Amount
Furnish and Install BARCO Backless Silhouette Bench 4 ft 2310, Surface Mount Brown	8	1,880.00	100.00%	15,040.00
Buena Park Senior Center				
Resurface Existing Pickleball Court(s) Power Wash Tennis Court (owner to provide water to contractor at no charge) Patch cracks and spalls. We cannot guarantee against the occurrence of any new spalls or pop outs. Grind displaced areas on cracks so both sides are fairly level. *Note* Cracks in Concrete and Asphalt will Return. A crack can be repaired, but it might come back. Structural cracks or hairline cracks will always come back and most of the time immediately. These can be repaired temporarily, but will ultimately come back. Cracks are formed due to the movement of the slab, expanding and contracting if there is a weak point in the slab itself. Even when the correct method of repair is done, the crack could re-appear the next day or never, as every court reacts differently in the movement of the slab itself. Apply Sportmaster black resurfacer coat, 100% latex acrylic, mixed with #60 silica to smooth out surface and provide a superior base for color coating Apply two coats of Sportmaster color System, (two tone included) 100% latex acrylic, mixed with #90 silica sand for a medium speed of play Stripe Play Lines, Sharp and Accurate to ASBA specs Lines to be white Latex Acrylic line paint, unless otherwise specified. Squeegee marks, lines or swirls are always visible in the application process, but will fade over time. Please be aware that your quote includes a total of two (2) color choice(s), not including the Bright Red or Tournament Purple. These are Premium Colors and would require an additional fee.	1	9,440.00	100.00%	9,440.00
Remove and replace caulking with Sika-Flex 2CSL Grind edges for proper adhesion	20	13.43	100.00%	268.60
FOREST GREEN & BLUE				

Please make checks payable to:
Trueline Construction & Surfacing, Inc.
P.O. Box 70269
Riverside, CA 92513-0269

Total	$75,544.52
Payments/Credits	$0.00
Balance Due	$75,544.52

Thank you for your business!

City of BUENA PARK

MEMORANDUM
Department of Public Works

DATE: November 12, 2025

TO: Adrian Garcia, Finance Manager

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

SUBJECT: **HEROES PARK PICKLEBALL COURT PROJECT**

Amount: $75,544.52 Account No.: 11-9806-190067

Purchase Order: #260233

Contractor: Trueline Construction & Surfacing, Inc.
P.O. Box 70269
Riverside, CA 92513-0269

Date Warrants are to be Mailed: 11/20/2025

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 $75,544.52 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

November 12, 2025
CONSENT CALENDAR
Item No. 4E.

City Council Agenda Report

RATIFY AN AGREEMENT WITH THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT

PREPARED BY	PRESENTED BY
Roger Plumlee , Police Lieutenant	Roger Plumlee , Police Lieutenant
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Frank Nunes, Chief of Police	Aaron France, City Manager

RECOMMENDED ACTION

1) Ratify an agreement with the State of California Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) Grant (PT26219); 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the Finance Director, Police Sergeant and Police Lieutenant to execute the agreement and all other necessary grant documents; and, 4) Approve a budgetary appropriation in the amount of $145,000 for this purpose.

PREVIOUS CITY COUNCIL ACTION

On November 12, 2024, the City Council approved a similar agreement with the OTS for the STEP program grant in the amount of $180,000.

DISCUSSION

The Buena Park Police Department (BPPD) has a well-established relationship with the OTS. BPPD has been awarded grant funding from the OTS in the past and has been recognized for its outstanding commitment toward increasing compliance with occupant restraint laws, removing impaired drivers from the roadways, increasing speed enforcement, and educating the public. The proposed STEP grant is similar to past grants BPPD has received from the OTS, which have enabled the City to continue its STEP program. The program has been shown to be effective in reducing the number of persons killed and injured in crashes involving alcohol, diminishing speed, enforcing red light violations, and preventing other primary collision factors.

This grant was awarded to the City after a competitive application process with other California law enforcement agencies. The funded strategies will be performed on an overtime basis (in an effort not to impact BPPD's primary deployment), and involve driving under the influence (DUI), saturation patrols, distracted driving enforcement operations, motorcycle safety enforcement operations, and traffic safety educational presentations.

BUDGET IMPACT

The proposed STEP program grant is in the amount of $145,000. There is no impact on the General Fund with the approval of this grant agreement. All expenditures will be fully reimbursed by the OTS through this grant. Staff recommends approving a budget appropriation in the amount of $145,000 for this purpose.

Attachments

OTS Grant Agreement - PT26219 - signed.pdf

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Buena Park

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Buena Park Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $145,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR

NAME: Connor Lee
TITLE: Sergeant
EMAIL: clee@bppd.com
PHONE: (714) 562-3943
ADDRESS: 6650 Beach Blvd
Buena Park, CA 90621

Connor Lee
Connor Lee (Oct 6, 2025 12:37:17 PDT)
Oct 6, 2025
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL

ADDRESS: Roger Plumlee
Police Lieutenant
rplumlee@bppd.com
(714) 562-3942
6640 Beach Blvd
Buena Park, CA 90621

Roger Plumlee
Roger Plumlee (Oct 23, 2025 11:43:35 PDT)
Oct 23, 2025
(Signature) *(Date)*

C. FISCAL OFFICIAL

ADDRESS: Sung Hyun
City Finance Director
shyun@buenapark.com
(714) 562-3713
6650 Beach Blvd
Buena Park, CA 90621

Sung Hyun
Sung Hyun (Oct 22, 2025 16:14:17 PDT)
Oct 22, 2025
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

ADDRESS: Stephanie Dougherty
Director
stephanie.dougherty@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

Stephanie Dougherty
Oct 23, 2025
(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: SVZ5KRE9KFC3 REGISTERED ADDRESS: 6650 Beach Blvd. CITY: Buena Park, CA ZIP+4: 90621-2905

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DDL-26	20.616	0521-0890-101	2025	04/25	BA/25	$23,000.00
402PT-26	20.600	0521-0890-101	2025	04/25	BA/25	$35,000.00
164AL-26	20.608	0521-0890-101	2025	04/25	BA/25	$87,000.00
				AGREEMENT TOTAL		**$145,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	AMOUNT ENCUMBERED BY THIS DOCUMENT **$145,000.00** PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE Carolyn Vu (Oct 23, 2025 11:50:01 PDT) DATE SIGNED Oct 23, 2025	TOTAL AMOUNT ENCUMBERED TO DATE **$145,000.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

Buena Park encompasses 10.5 square miles, located in Northwest Orange County adjacent to Los Angeles County with a population of approximately 85,000 people. Our city is the home to Knott's Berry Farm resort and amusement park. This alone can send our daytime population well into the low 100,000's, creating extra strain on our resources and increases or traffic congestion. During the month of October, each year the Halloween Haunt event at Knott's Berry Farm brings an additional 20,000 to 30,000 guests each night to Buena Park, significantly affecting traffic patterns and increasing the potential for DUI and other traffic related violations including pedestrian hazards.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

In 2024 we had a 63.6% decrease in fatal traffic crashes from 11 to 4. Injury involved in traffic crashes increased by 6.1% from 261 to 277. Pedestrian fatalities decreased by 66.6% from 3 to 1. Alcohol fatalities decreased by 50% from 2 to 1. Alcohol involved injury crashes increased 93.3% from 15 to 29. Motorcycle involved fatality crashes decreased 200% from 2 to 0. The number of cyclists' fatalities remained the same with 0 in both years.

In 2024, Buena Park identified right of way violation, improper turning movement, and unsafe speed as the top three primary crash factors. Right of way violation resulting in 57 crashes, leading to 60 injuries. Unsafe/improper turning movement was involved in a fatal crash with one fatality and an additional 42 crashes, causing 45 injuries. Additionally, violations of unsafe speed resulted in 38 crashes and 42 injuries. These crash factors present a serious safety concern for the City of Buena Park, as the high number of crashes, injuries, and fatalities underscores the urgent need to target interventions. Addressing these dangerous driving behaviors is critical to improving road safety and reducing the incidence of preventable crashes in the community.

Overall, our numbers increased across the board as compared to previous years. The significant increase was largely in part to alcohol involved crashes being on the rise. Traffic on our roadways was greater than in previous years as was pedestrian traffic. We had an increase in vehicles, pedestrians, and bicycle traffic throughout our city in 2024. It is a priority for our agency to continue to enforce and educate the public on the dangers of drinking and driving, pedestrian safety, and speeding enforcement.

Additionally, in the first three months of the current grant, we have experienced two fatal traffic crashes. One of the fatal crashes involved a police pursuit of a stolen vehicle. The suspect crashed within 20 seconds of the start of the pursuit. The suspect passed away and injured his passenger. We continue to see an increased disregard regarding driver safety within our city.

The statistics, although increased, still show a need for additional enforcement involving primary crash enforcement in order to reduce injury-involved crashes. We have made an effort to try to pinpoint, more accurately, where our more serious crashes occur to help minimize injury crashes. The statistics still show a need for consistent DUI enforcement as well as dedicated pedestrian, bicycle and motorcycle enforcement as well as education.

Since 2009, our department's traffic bureau has suffered personnel loss due to staffing, negatively impacting the unit's ability to staff our city streets as we once did in years past. In 2009, our unit deployed seven motorcycle officers; to date we now have two. We are carrying vacancies for a DUI officer and have since added one additional spot which was a civilian traffic investigator. We have lost our commercial enforcement officer and our DUI officer back on patrol due to staffing shortages. Our department as a whole is short personnel, but DUI and traffic-related enforcement remains a high priority.

Define the target population the grant intends to serve and how they are affected by the problem(s).

Our goal is assisting in safeguarding the residents of Buena Park, preserving life and property through education and enforcement of grant goals and objectives. The main goal of the Buena Park Police Department is to reduce alcohol-related crashes and increase public awareness of the dangers of DUI by strictly enforcing DUI violations and increasing overall traffic safety by conducting enforcement programs containing specific goals and objectives. The Buena Park Police Department is also committed to keeping anyone traveling on our roadways safe through proactive enforcements, education, and continued community collaboration and engagement.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	1
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue	5

press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	
9. Conduct DUI Saturation Patrol operation(s).	20
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	10
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	11
12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	3
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	3
15. Participate in highly visible collaborative DUI Enforcement operations.	2
16. Participate in highly visible collaborative Traffic Enforcement operations.	2
17. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
18. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with Buy America.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

<u>Media Requirements</u>

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year)

<u>Media Requirements</u>

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.

- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405e DDL-26	20.616	Distracted Driving Laws	$23,000.00
402PT-26	20.600	State and Community Highway Safety	$35,000.00
164AL-26	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$87,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-26	$10,000.00	5	$50,000.00
DUI Saturation Patrols	164AL-26	$1,500.00	20	$30,000.00
Collaborative DUI Enforcement	164AL-26	$1,500.00	2	$3,000.00
Benefits for 164AL OT @ 1.45%	164AL-26	$83,000.00	1	$1,204.00
Traffic Enforcement	402PT-26	$1,500.00	10	$15,000.00
Motorcycle Safety Enforcement	402PT-26	$1,600.00	3	$4,800.00
Pedestrian and Bicycle Enforcement	402PT-26	$1,600.00	3	$4,800.00
Street Racing and Sideshow Enforcement Operations	402PT-26	$1,600.00	2	$3,200.00
Collaborative Traffic Enforcement	402PT-26	$1,500.00	2	$3,000.00
Traffic Safety Educational Presentations	402PT-26	$400.00	3	$1,200.00
Benefits for 402PT OT @ 1.45%	402PT-26	$32,000.00	1	$464.00
Distracted Driving Enforcement	405e DDL-26	$2,061.00	11	$22,671.00
Benefits for 405e DDL OT @ 1.45%	405e DDL-26	$22,671.00	1	$329.00
Category Sub-Total				$139,668.00
B. TRAVEL EXPENSES				
In State Travel	402PT-26	$2,536.00	1	$2,536.00
				$0.00
Category Sub-Total				$2,536.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-26	$2,796.00	1	$2,796.00
Category Sub-Total				$2,796.00
F. INDIRECT COSTS				
				$0.00

Category Sub-Total				$0.00
GRANT TOTAL				**$145,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits for 164AL OT @ 1.45% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. Medicare - 1.45%
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Benefits for 402PT OT @ 1.45% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. Medicare - 1.45%
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits for 405e DDL OT @ 1.45% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. Medicare - 1.45%
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and

canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   “The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS
No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT26219
Agency Name:	Buena Park Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$145,000.00
Authorizing Official:	Roger Plumlee
Fiscal Official:	Sung Hyun
Grant Director:	Connor Lee

CURRENT GEMS USER(S)

1. Connor Lee
Title: Sergeant
Phone: (714) 562-3943
Email: clee@bppd.com
Media Contact: Yes

2. Roger Plumlee
Title: Police Lieutenant
Phone: (714) 562-3942
Email: rplumlee@bppd.com
Media Contact: Yes

3. Judy Williams
Title: Police Lieutenant
Phone: (714) 562-3942
Email: jwilliams@bppd.com
Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by: Connor Lee Connor Lee (Oct 5, 2025 16:02:08 PDT)	Date: Oct 5, 2025

As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.

Connor Lee Connor Lee (Oct 6, 2025 12:37:17 PDT)	Connor Lee
Signature	Name
Oct 6, 2025	Grant Director
Date	Title

Grant Agreement - PT26219

Final Audit Report 2025-10-23

Created:	2025-09-26
By:	Thuy Marshall (Thuy.Marshall@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN2oG8rbZboH3jX0dMetpgtml0nEHwjQ-

"Grant Agreement - PT26219" History

Document created by Thuy Marshall (Thuy.Marshall@ots.ca.gov)
2025-09-26 - 2:49:00 PM GMT

Document emailed to clee@bppd.com for signature
2025-09-26 - 2:49:08 PM GMT

Email viewed by clee@bppd.com
2025-09-26 - 4:28:25 PM GMT

Email viewed by clee@bppd.com
2025-10-03 - 3:22:29 PM GMT

Signer clee@bppd.com entered name at signing as Connor Lee
2025-10-05 - 11:02:06 PM GMT

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2025-10-05 - 11:02:11 PM GMT

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2025-10-06 - 7:36:53 PM GMT

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2025-10-06 - 7:37:15 PM GMT

Document e-signed by Connor Lee (clee@bppd.com)
Signature Date: 2025-10-06 - 7:37:17 PM GMT - Time Source: server

Document emailed to Sung Hyun (shyun@buenapark.com) for signature
2025-10-06 - 7:37:20 PM GMT

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2025-10-06 - 9:30:44 PM GMT

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2025-10-13 - 8:53:53 PM GMT

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2025-10-15 - 5:40:55 PM GMT

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2025-10-20 - 9:32:40 PM GMT

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2025-10-22 - 11:14:19 PM GMT

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2025-10-22 - 11:21:00 PM GMT

Signer rplumlee@bppd.com entered name at signing as Roger Plumlee
2025-10-23 - 6:43:33 PM GMT

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Signature Date: 2025-10-23 - 6:43:35 PM GMT - Time Source: server

Document emailed to Carolyn Vu (Carolyn.Vu@ots.ca.gov) for signature
2025-10-23 - 6:43:37 PM GMT

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2025-10-23 - 6:49:48 PM GMT

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Signature Date: 2025-10-23 - 6:50:01 PM GMT - Time Source: server

Document emailed to Stephanie Dougherty (stephanie.dougherty@ots.ca.gov) for signature
2025-10-23 - 6:50:03 PM GMT

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2025-10-23 - 7:07:32 PM GMT

Document e-signed by Stephanie Dougherty (stephanie.dougherty@ots.ca.gov)
Signature Date: 2025-10-23 - 7:10:51 PM GMT - Time Source: server

Agreement completed.
2025-10-23 - 7:10:51 PM GMT

OTS CALIFORNIA OFFICE OF TRAFFIC SAFETY | Powered by Adobe Acrobat Sign

November 12, 2025
CONSENT CALENDAR
Item No. 4F.

City Council Agenda Report

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR CITYWIDE TREE TRIMMING

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 Professional Services Agreement (PSA) 21-40 with West Coast Arborists, Inc. for citywide tree trimming services in the amount of $348,500; 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 November 9, 2021, the City Council authorized a three-year agreement with West Coast Arborists, Inc. for approximately $225,000 per year, depending on the nature and scope of tree trimming services requested, with the option to renew for two one-year extensions.

On October 24, 2024, the City Council authorized Amendment No. 1 to the Agreement with West Coast Arborists, Inc. in the amount of $340,000 for one year of services from December 1, 2024 to November 30, 2025.

DISCUSSION

West Coast Arborists, Inc. (WCA) has provided the City of Buena Park with tree trimming services for over 30 years. Tree trimming services include trimming, pruning, tree removal, and stump removal within parkways, medians, City facilities and parks. WCA also hosts a computerized tree inventory of all public trees, which includes dates and details of when each tree is trimmed, the condition of the tree, and the monetary value of the tree. This inventory is routinely utilized and updated by both WCA and City staff, and is a critical part of Public Works Department risk management practices. WCA also plants trees for the City.

WCA has increased rates for routine work by approximately 2.5% per year since 2021, which is within the Consumer Price Index (CPI). Due to an ordinance requiring the City and its contractors to utilize electric-powered landscaping equipment, WCA also includes on their rate sheet the option for the City to request work be completed utilizing electric-powered equipment instead of gas-powered equipment, where possible. Under the proposed rate structure, the City pays a 15% premium on work utilizing electric-powered equipment.

BUDGET IMPACT

The estimated annual cost of the agreement is $348,500. There are adequate funds for this agreement in the current budget.

Attachments

Amendment #2 to PSA 21-40 with West Coast Arborists - JH.pdf
Exhibit B - WCA Proposed Rates 2025-26.pdf
Exhibit C - Insurance Requirements.pdf
Exhibit A - West Coast Arborists Scope of Work.pdf

AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT NO. 21-40
WITH WEST COAST ARBORISTS, INC.

This Amendment to Professional Services Agreement No. 21-40 ("Amendment") is dated for reference purposes as of **November 12, 2025,** and is between the City of Buena Park, a California municipal corporation ("CITY") and **West Coast Arborists, 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 No. 21-40 dated **November 9, 2021**, as amended by that certain Amendment No. 1 dated October 22, 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 original term by one year and update the compensation to be paid CONSULTANT during the extended term, subject to the terms and conditions set forth in this Amendment.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated as material terms of this Amendment.

2. **SCOPE OF SERVICES.** Section 2 of the Agreement (SCOPE OF SERVICES) is deleted in its entirety and replaced with the following:

   The CONTRACTOR shall perform during the term of this Amendment, those services set forth in the Scope of Services attached hereto as Exhibit "A" (collectively, the "Services") at the locations and as directed by the CITY, all to CITY's reasonable satisfaction. The CONTRACTOR shall commence performance of the Services upon receipt of a written notice from the Designated Official authorizing the CONTRACTOR to proceed, and only to the extent of such authorization. The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3. **TIME OF PERFORMANCE.** Section 3 of the Agreement (TIME OF PERFORMANCE) is deleted in its entirety and replaced with the following:

   The CONTRACTOR shall commence performance of the Services immediately upon receipt of a written notice from the Designated Official and shall perform the Services in a timely, diligent manner in accordance with the Schedule of Performance included in Exhibit A to the Amendment. The CONTRACTOR shall commence performance of the Services immediately upon receipt of a written notice for such services from the Designated Official and shall perform the Services with reasonable diligence consistent with professional skill and care for like professionals under similar circumstances, and otherwise as required herein.

4. **TERM.** The term of this Amendment shall commence on **December 1, 2025,** and shall remain in full force and effect until **November 30, 2026,** unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of the Agreement. This section shall supersede and replace the term of the Agreement specified in Section 4 thereof.

5. **COMPENSATION.** Section 5 of the Agreement (COMPENSATION) is deleted in its entirety and replaced with the following:

As full and complete compensation for CONTRACTOR's services provided during the term of this Amendment, CITY shall pay CONTRACTOR pursuant to the schedule of unit prices set forth in Exhibit "B," provided that the total not to exceed compensation that may be paid CONSULTANT under this Amendment shall not exceed THREE HUNDRED FORTY EIGHT THOUSAND FIVE HUNDRED DOLLARS ($348,500.00), except as additional Services may be authorized in writing by the CITY in advance. 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 the rates set forth in Exhibit B, or, if not specified, at a rate agreed to by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of the Agreement.

6. **PAYMENT.** Section 6 of the Agreement (PAYMENT), inclusive of Section 6.1, is deleted in its entirety and replaced with the following:

Each month, the CONTRACTOR shall submit invoices to the CITY for the services performed and any authorized reimbursable expenses incurred. The invoices shall describe in detail the services rendered during each day of the period, and shall show the days worked, personnel performing the services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. The CONTRACTOR shall remit the invoices to the address for the CITY specified on page one of this Agreement. The CITY shall review all invoices and notify the CONTRACTOR in writing within ten (10) business days of any disputed amounts. The CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. The CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to the CONTRACTOR.

7. **MANDATORY INSURANCE.** Section 12 of the Agreement (MANDATORY INSURANCE) of the Agreement is hereby deleted and replaced with the following:

The CONTRACTOR shall obtain, and keep and maintain in full force and effect throughout the Term of this Agreement, insurance in the types and amounts specified in Exhibit "C" of this Amendment. The insurance requirements of Exhibit C shall prevail over any inconsistent or different provisions set forth in the Agreement or this Amendment.

8. **EXHIBITS.** Exhibit A, Exhibit B, and Exhibit C to this Amendment shall replace and supersede the corresponding exhibits to the Agreement.

9.

INCORPORATION. Except as expressly modified this Amendment, all other terms and provisions of the Agreement shall govern this Amendment and remain in full force and effect, being deemed incorporated fully herein by this reference.

[*signature page follows*]

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

Attach behind this page:
Technical Specifications
Tree Maintenance Services
Scope of Services

EXHIBIT B

Attach behind this page:
West Coast Arborists Schedule of Compensation for Year 2025-2026: Buena Park

EXHIBIT C

Attach behind this page:
West Coast Arborists Schedule of Compensation for Year 2025-2026: Buena Park

October 30, 2025

CITY OF BUENA PARK
ATTN: JOE HUNT
6650 BEACH BLVD, 2ND FLOOR
BUENA PARK, CA 90621

RE: Tree Maintenance Services performed by WCA, Inc.

Dear Mr. Hunt,

As we approach the end of the current contract year, West Coast Arborists, Inc. would like to extend our gratitude to you and your team for your continued partnership. Throughout our partnership, we have worked together to safeguard the health and integrity of your community's urban forest. We look forward to continuing our contributions toward your urban forest goals.

We are writing to express our interest in extending our current agreement for an additional year. As we look ahead, we would like to request a slight cost adjustment.

This adjustment is driven by changes in the Consumer Price Index (CPI) for the region, as well as increases in labor costs, both of which have had an impact on our operational expenses. We respectfully request a cost adjustment based on the CPI for the area, as published by the Department of Labor's Bureau of Labor Statistics.

Effective Date:	November 10, 2025
CPI Adjustment Requested:	2.50%
Region Area:	Los Angeles-Long Beach-Anaheim

We understand the importance of maintaining fiscal responsibility and have ensured that the requested adjustment is fair and reasonable, given the current market conditions. We look forward to another successful year ahead. Should you have any questions or require additional information, please do not hesitate to email me at vgonzalez@wcainc.com or call me at **(800) 521-3714.**

Sincerely,

Victor M. Gonzalez
Vice President, Business Development

Schedule of Compensation for Year 2025 - 2026

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Routine Full Prune 0-6 DBH	Each	$42.00
2	Electric - Routine Full Prune 0-6 DBH	Each	$48.35
3	Routine Full Prune 7-18 DBH	Each	$63.05
4	Electric - Routine Full Prune 7-18 DBH	Each	$72.50
5	Routine Full Prune 19-30 DBH	Each	$94.55
6	Electric - Routine Full Prune 19-30 DBH	Each	$108.75
7	Routine Full Prune 31-36 DBH	Each	$157.60
8	Electric - Routine Full Prune 31-36 DBH	Each	$181.25
9	Routine Full Prune >36 DBH	Each	$315.20
10	Electric - Routine Full Prune >36 DBH	Each	$362.45
11	Routine Clearance Prune 0-6 DSH	Each	$31.50
12	Electric - Routine Clearance Prune 0-6 DSH	Each	$36.25
13	Routine Clearance Prune 7-18 DSH	Each	$36.75
14	Electric - Routine Clearance Prune 7-18 DSH	Each	$42.25
15	Routine Clearance Prune 19-36 DSH	Each	$42.00
16	Electric - Routine Clearance Prune 19-36 DSH	Each	$48.35
17	Routine Clearance Prune >36 DSH	Each	$52.55
18	Electric - Routine Clearance Prune >36 DSH	Each	$60.40
19	Routine Palm Prune - other spp	Each	$63.05
20	Electric - Routine Palm Prune - other spp	Each	$72.50
21	Routine Date Palm Prune	Each	$136.60
22	Electric - Routine Date Palm Prune	Each	$157.05
23	Routine Date Palm Shape	Linear Foot	$94.55
24	Electric - Routine Date Palm Shape	Each	$108.75
25	Routine Fan Palm Skin	Linear Foot	$15.75
26	Electric - Routine Fan Palm Skin	Linear Foot	$18.10
27	Routine Palm Trunk Clean	Linear Foot	$15.75
28	Electric - Routine Palm Trunk Clean	Linear Foot	$18.10
29	Routine Palm Fruit Removal	Each	$63.05
30	Electric - Routine Palm Fruit Removal	Each	$72.50
31	Routine Tree & Stump Removal	Inch	$37.80
32	Electric - Routine Tree & Stump Removal	Inch	$43.50
33	Routine Tree Only Removal	Inch	$27.30
34	Electric - Routine Tree Only Removal	Inch	$31.40

Schedule of Compensation for Year 2025 - 2026

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
35	Routine Stump Grind	Inch	$16.80
36	Electric - Routine Stump Grind	Inch	$19.35
37	Routine Plant 15 Gallon Tree	Each	$173.35
38	Electric - Routine Plant 15 Gallon Tree	Each	$199.35
39	Routine Plant 24" Box Tree	Each	$362.45
40	Electric - Routine Plant 24" Box Tree	Each	$416.80
41	Extraordinary Full Prune 0-6 DBH	Each	$84.05
42	Electric - Extraordinary Full Prune 0-6 DBH	Each	$96.65
43	Extraordinary Full Prune 7-18 DBH	Each	$262.65
44	Electric - Extraordinary Full Prune 7-18 DBH	Each	$302.05
45	Extraordinary Full Prune 19-30 DBH	Each	$446.50
46	Electric - Extraordinary Full Prune 19-30 DBH	Each	$513.45
47	Extraordinary Full Prune 31-36 DBH	Each	$630.35
48	Electric - Extraordinary Full Prune 31-36 DBH	Each	$724.95
49	Extraordinary Full Prune >36 DBH	Each	$866.75
50	Electric - Extraordinary Full Prune >36 DBH	Each	$996.75
51	Contaminated Matl Disposal - ton	Each	$105.05
52	Risk Assessment Report	Man Hour	$168.10
53	Canopy Spray - ground	Inch	$6.30
54	PGR Trunk Banding	Inch	$6.30
55	PHC Specialist	Man Hour	$157.60
56	PHC Technician	Man Hour	$105.05
57	Senior Tree Trimmer	Man Hour	$105.05
58	Supervisor	Man Hour	$105.05
59	Tree Trimmer	Man Hour	$105.05
60	Grounds Person	Man Hour	$105.05
61	Operating Engineer	Man Hour	$157.60
62	Aerial Lift - 43-55'	Hour	$26.25
63	Aerial Lift - 60-70'	Hour	$52.55
64	Aerial Lift - 75'	Each	$78.75
65	Aerial Lift - 80-90'	Hour	$105.05
66	Box/Chip Truck	Hour	$26.25
67	Brush Chipper	Hour	$26.25
68	Utility Vehicle	Hour	$26.25

Schedule of Compensation for Year 2025 - 2026

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
69	Stump Grinder	Hour	$26.25
70	Root Pruner	Hour	$26.25
71	Stake Bed Truck	Hour	$26.25
72	Dump Truck	Hour	$26.25
73	Roll Off Truck	Hour	$105.05
74	Loader	Hour	$52.55
75	Crane	Hour	$210.10
76	Arrowboard	Hour	$52.55
77	Daily Crew - 3 mn w/eqpt	Day	$2,836.70
78	Daily Crew - 3 mn w/electric eqpt	Day	$3,262.20
79	Crew Rental	Man Hour	$105.05
80	Crew Rental - w/electric eqpt	Man Hour	$120.85
81	ER Response - bus hrs, 2 hr min	Man Hour	$472.80
82	ER Response - electric eqpt,bus hrs,2 hr min	Man Hour	$543.70
83	ER Response - after hrs, 4 hr min	Man Hour	$472.80
84	ER Response - electric eqpt,after hrs, 4 hr min	Man Hour	$543.70

The proposed rates reflect a cost adjustment of 2.5% based on the Consumer Price Index for LA-Anaheim-Long Beach region for the previous twelve months. Upon approval the rates will be effective 11/10/2025.

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PSA # _____

CONTRACTOR: West Coast Arborists, Inc.

EXHIBIT C

Insurance.

(a) Types of Required Coverages

Without limiting the indemnity provisions of the Contract, the Contractor shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $20,000,000 per occurrence, and $25,000,000 in the aggregate.

(2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of $5,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

(3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than $1,000,000 each accident for bodily injury and $1,000,000 each employee for bodily injury by disease.

(4) **Professional Liability:** Professional Liability insurance with limit of not less than $5,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement. The insurance policies shall contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability

Additional Insured: The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional

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insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Agreement

Additional Insured Endorsements shall be at least as broad as ISO Forms CG 20 10 11 85; or CG 20 and 10 and CG 2037.

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(2) Auto Liability

Additional Insured: The City, its elected official, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

Primary Insurance: This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(3) Workers' Compensation

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(d) Waiver of Subrogation

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Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

(e) Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Contractor or the City.

(g) Contractual Liability/Insurance Obligations

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

(h) Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this

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Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

(i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

(j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(k) Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractors' policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as board as CG 20 38 04 13.

EXHIBIT A
TECHNICAL SPECIFICATIONS
TREE MAINTENANCE SERVICES
SCOPE OF SERVICES

The contractor shall provide the following services and meet the following specifications:

1. **Required Qualifications**

   a. Contractor must hold a valid State of California Contractors License Class C-27, C-61, or D-49 in good standing.

   b. Contractor must have an English speaking employee with field crews at all times.

   c. Contractor must have satisfactorily completed at least five (5) separate and individual Southern California municipal tree maintenance projects in the last five (5) years.

   d. Contractor must submit a Quality Control plan at time of Proposal submission and comply with this Quality Control throughout the term of the contract. Plan must include International Society of Arborist (ISA) certified staff and their training; in addition, proposed supervision and inspection of work. Also, the ability to provide an effective and efficient means of identifying and correcting problems for all operations throughout the term of this project.

   e. Contractor must submit annually, prior to contract execution and/or contract renewal, current OSHA certification of all aerial devices and the most recent California Highway Patrol Commercial Vehicle Inspection report for equipment to be used for this project.

2. **Intentionally Deleted.**

3. **Services to be Provided**

   a. Contractor shall furnish all labor, equipment, materials and supervision to perform maintenance services for City trees as described herein including, but not limited to the following:

      1. Tree Pruning
      2. Tree Removal
      3. Stump Removal
      4. Root Pruning
      5. Tree Planting
      6. Tree Staking
      7. Removal of Hazardous Branches
      8. Removal of tree debris and/or tree trimmings
      9. Worksite Cleanup
      10. Repair of Damaged Sprinklers

11. Repair or Replacement of Damaged Fences or Walls
12. Soil Replacement
13. Damaged Tree and /or Shrub Replacement
14. Collection of Tree Inventory Data
15. Distribution of No Parking Signs and Door hangers
16. Contact with the Public
17. Employee Uniforms with Company Logo or Designation
18. Vehicles and Equipment with Company Logos or Designation
19. Traffic Control
20. Other Services Set Forth in this Agreement

b. All work shall conform to the latest edition of Pruning Standards of the Western Chapter ISA and these specifications. In all cases the Director of Public Works, or his designee, shall have complete and sole discretion in determining conformance and acceptability of the trees trimmed by the contractor. Trimmed trees rejected by the Director, or his designated representative(s), shall be excluded from payment.

c. Contractor shall have the duty to provide services for City trees as assigned.

d. Contractors shall be available 24 hours per day, seven (7) days a week to respond to all emergencies within two (2) hours of notification.

e. Contractor has the duty to be familiarize and fully acquainted with the conditions and possible difficulties associated with the performance of the contract. Contractor shall be responsible for carefully verifying the number of trees, tree varieties, and tree locations for any proposed work.

f. No additional compensation or relief from any obligation of the contract will be granted because of lack of knowledge of the site and /or conditions under which work will be accomplished.

4. Areas to be Maintained

a. Worksites will include City trees within the Public right-of-way. Worksites will also include Parks, or other areas where trees are under the jurisdiction of the City of Buena Park.

b. Trees to be serviced will be provided on a monthly basis and may consist of individual trees located throughout the City.

c. It should be understood that this project is not solely "section" or “block” type tree trimming.

5. Definitions

a. Where “as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Public Works Director

is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install": the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Director" shall be construed to mean the Director of Public Works, or his delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.

b. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.

c. The following are definitions for terms used in this project:

I. Branch Collar shall mean wood tissue ridges that form around the base of a branch between the main stem and the branch usually as a branch begins to die the branch collar begins to increase in size.

2. Block Trim shall consist of a group of trees to be pruned in a localized area as defined by the Director.

3. Callus shall refer to the new growth made by the cambium layer around all of a wound.

4. Cambium Layer shall mean the growing point between bark and sapwood.

5. Closure shall refer to the roll of the callus growth around the wound area.

6. Crown shall mean the head or canopy of tree foliage.

7. The Cut shall mean the exposed wood area that remains after the branch has been removed.

8. Cut Back Drop Crotch shall mean the specified reduction of the overall size of a tree or individual branches, but may include the overall reduction of the sides as well as the top of the tree.

9. Dormant shall refer to a condition of non-active growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.

10. Girdling Roots are located above or below ground level, whose circular growth around the base of the trunk or over the individual roots applies pressure to the bark area, thereby choking or restricting the flow of sap.

11. Leader shall mean central growth shoot.

12. Lifting shall refer to the removal of lower branches for under clearance.

13. Parent System shall mean the main trunk system of the tree.

14. Pre-cut or Pre-cutting shall mean the removal of the branch at least beyond the finished cut, to prevent splitting into parent stem or branch.

15. Pruning shall mean the removal of dead, dying, diseased, live, interfering, objectionable and weak branches in a scientific manner.

16. Sap Flow shall mean the definite course assumed by sap in its movement through the tree.

17. Scars or Injuries shall refer to natural or man-made lesions of the bark in which wood is exposed.

18. Scatter Trim shall consist of the trimming of a tree, or group of trees, that do not consist of eight or more in a localized area.

19. Suckers shall mean the abnormal growth of small branches usually not following the general pattern of the tree.

20. Thinning Out shall mean the removal of live branches to reduce wind resistance and to create more space.

21. Topping see Cut Back.

22. Tracing - shall mean carefully cutting the bark along the lines of sap flow to encourage closure and to be the outline of the wound area.

23. Trimming - see Pruning.

24. Inspector shall mean the duly authorized representative of the Director of Public Works Department who shall monitor the contractor's progress within the Urban Forestry project area he/she is assigned to.

25. Trash and Litter shall mean any debris generated by the Contractor within the Urban Forestry project area such as paper, cans, bottles, limbs three inches in diameter or less, rocks, etc. which is not intended to be present as part of the landscape.

d. Tree Trimming Classifications and Tasks

1. A Full Trim shall consist of: Removal of all dead, dying, diseased, crossing or rubbing, and weak limbs or branches within the canopy; Clearing limbs from all wires, lights, buildings, and/or traffic signal devices; Raising the canopy to a minimum of 14 feet above the curb; Restructuring the crown to provide thinning out of, reduction of, and/or restoration of; Removal of trunk sprouts, water sprouts and suckers; Balancing of the crown; Removal of "v" crotches and establishing scaffold branches of young trees while maintaining clearance for vehicle and

pedestrian traffic in public right-of-ways.

2. A Clearance Trim shall consist of: Removing branches to provide a 14-foot clearance from the top of the curb; clearing limbs or branches away from w ires, lights, buildings, and/or traffic signal devices; removal of trunk sprouts, water sprouts and suckers; clearing limbs or branches to provide for pedestrian travel.

3. A Palm Trim shall consist of: Removing all dead or drooping fronds and fruiting clusters as close to the trunk as possible without cutting into outer trunk line, leaving approximately five to seven healthy fronds evenly spaced no more than 45 degrees above horizontal.

e. Tree Removals

1. Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent unsafe working or other hazardous conditions to individuals, landscape, structures, obstacles, or private property.

2. Trees shall not be stump cut and felled. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth. All surface roots within a depth of an 8" in a 12 ft. zone around the tree shall be removed by grinding. **Grinding of stump shall be completed within 48 hours of tree removal.**

3. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow as closely as possible to the removal operation. All debris shall be properly removed off site and at the contractor's expense. Wood that can be burned by the homeowner shall be cut up and left in the parkway. **However, twigs, branches, leaves, and large wood shall be removed from the site prior to the crew vacating the worksite.** Work shall not start before 7 AM or continue past 6 PM. No work is to be scheduled on weekends or national holidays without prior approval of the Director. Contractor shall notify Dig Alert two working days prior to tree removals at 1-800-227-2600.

f. Root Pruning

I. Root pruning consists of cutting the roots vertically along a straight, linear plane, usually along the curb and sidewalk to an 18" depth. Root pruning is done to prevent further damage to infrastructure and/or private property caused by surface roots of City trees. Root pruning is also done to accommodate repairs of sidewalk, curbs, asphalt, and other infrastructure.

2. Root pruning shall be done with a power stump grinder or power root cutter, unless the Director of Public Works Department gives prior approval. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, or private property.

3. The Contractor shall notify Dig Alert two working days prior to root pruning at l-800-227-2600.

g. Stump Grinding

Stumping consists of grinding tree stumps to a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth. All surface roots within a depth of a 12 ft. zone around the tree shall be removed by grinding. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, utilities, or private property. Contractor shall notify Dig Alert two working days prior to stump grinding at 1-800-227-2600.

h. Tree Planting

Tree planting shall be done as outlined in the Street Tree Planting Detail of the City of Buena Park Public Works. Contractor shall furnish all materials and labor. Contractor shall notify Dig Alert two working days prior to plant pit excavation at 1-800-227-2600.

l. Emergency Work Charges

Emergency work charges shall include all personnel, equipment and other material used in completing work in an emergency situation. This includes night work and work on weekends and holidays. Contractor shall respond lo emergency calls within two (2) hours from time of notification.

j. Hourly Work Charges

Regular hourly work charges shall include trimming and cleanup of broken limbs, thinning, restaking and/or removal of young trees, and other services needed generally as a result of storm damage. This work shall occur during normal working hours

6. GENERAL TREE PRUNING REQUIREMENTS

a. All cuts shall be made sufficiently close to the trunk or parent limbs without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.

1. Removal of Laterals

The final cut in removing a lateral branch should be immediately beyond the branch bark ridges, preserving the branch collar. Do not make stub cuts (an inch or more beyond the branch collar). Do not make flush cuts

(through the branch collar).

For any branch too large to be held while being cut, remove by means of the following cuts:

b. Under cut the branch 4 to 10 inches beyond the base (to prevent splitting or peeling).

c. Cut off the branch beyond the undercut, where necessary. To prevent property damage branches shall be lowered to the ground by ropes and/or proper equipment.

d. Remove the remaining stub via a final cut, as described above. (Section 6 a 1).

2. Removal of Terminals (lip Thinning and Drop Crotching)

a. Thinning or "Lacing out" terminal portions of branches by cutting terminals back to laterals. (The basal diameter of the remaining lateral should be 1/3 the diameter of the terminal being removed). Remove numerous small terminals and laterals rather than taking out a few large ones.

b. Size Reduction takes out portions of the crown for height. Remove terminals back to laterals. Each lateral should be suitably situated to serve as the new terminal, thus establishing the crown at a lower level. The basal diameter of a lateral should be at least 1/3 the basal diameter of the terminal being removed. Laterals smaller than this cannot function effectively as new terminals, and the effect is then similar to a stub cut.

c. Branches that pose a threat to the health, safety, and, welfare of the general public shall be removed. In addition, branches that disrupt the aesthetic or general integrity of the tree shall be removed. Kinds of branches to be removed:

1. Obstructing branches, Clear walks, traffic ways, buildings and other manmade structures. Clear other trees, plants as needed.

2. Dead, broken, diseased or weak branches. (Also, stubs left by previous pruners).

3. Crossing branches. This includes potentially crossing branches, also upright shoots (water sprouts) vigorous, and interior-directed branches.

4. Narrow crotch-angle branches. For most kinds of trees, branches with a crotch angle narrower than 30 degrees should be removed.

5. Parallel branches. Branches less than a foot apart which run parallel for several feet may eventually damage each other. The less desirable one should be removed.

6. Wind-breakage risks. Crowns that are too high and/or too dense should be thinned, and sometimes lowered to suitable laterals. Reducing wind resistance by thinning out many small branches is safer and better for the tree than taking out several large branches.

7. Branches that disrupt tree form. Excessively vigorous branches, or those that run against the general branching pattern should be trimmed for better balance and shape. (This does not mean the tree must be made perfectly symmetrical: asymmetry as such can be both attractive and safe).

e. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or a Clorox (bleach) solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.

f. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be traced where appropriate.

g. All girdling roots visible to the eye are to be reported to the Director.

h. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches shall be reported in writing to the Director and corrective measures recommended.

i. When pruning trees, the contractor shall make all trees shapely and typical of their species. (Under no circumstances shall the any tree have their central leader removed without written consent from the Public Works Director).

7. **General Palm Trimming Requirements**

a. All work shall be done in accordance within the following guidelines:

1. Live fronds shall be removed as close as possible to the trunk. The remaining fronds are to be approximately 45 degrees to the trunk.

2. All dead fronds and parts thereof shall be removed to a sound, intact portion, neatly and closely trimmed to the circumference of the trunk.

3. All vines shall be removed from the trunk and cut at ground level.

4. Only full, live fronds shall remain at the crown. Precaution shall be taken so that remaining fronds and stalks are not partially cut.

5. The contractor shall be required to remove and dispose of all fronds found hanging or fallen from these trees trimmed for a period of thirty (30) days following said trimmings.

6. Climbing spurs are not to be used when trimming trees, because of the damage caused to trees. Under special conditions, the Director **may** consider the use of climbing spurs. The request must be in writing and there is no assurance that permission to use climbing spurs will be granted.

7. The work shall include daily clean up and disposal of all branches, fronds, stubs, twigs, leaves, and other debris resulting from the trimming operation.

8. Tree and Stump Removal Requirements

a. Before starting any work below ground level, the Contractor shall contact Dig Alert at 1-800-227-2600. Contractor shall make sure utilities are located in the area and arrange his work so as not to damage any utility services.

b. Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent unsafe working conditions and/or other hazardous conditions to individuals, landscape, structures, or obstacles.

c. Trees shall not be stump cut and felled.

d. Tree stumps not designated for removal shall be cut flush with the ground.

e. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth. All surface roots within a 12ft. diameter zone around the tree shall also be removed by grinding.

r. All excavation as a result of this process shall be back tilled exactly level with surrounding soil compacted and fine graded.

g. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow as closely as possible to the removal operation. At all times the contractor prior to vacating the worksite shall cleanup and remove trimmings and debris.

h. All areas shall be left clean and free of debris at the close of each day's operation. Work shall not start before 7 AM or continue past 6 PM. No work is 10 be scheduled on weekends or national holidays without prior approval of the Director.

i. All debris shall be properly disposed of offsite and at the contractor's expense.

9. ROOT PRUNING

a. Before starting any work below ground level, the Contractor shall contact Underground Service Alert at 1-800-422-4133. Contractor shall make sure utilities are located in the area and arrange his work so as not to damage any utility services

b. Root pruning consists of cutting the roots vertically with a power root cutter, along a straight linear plane, usually along the curb and sidewalk and adjacent to the tree to an 18" depth.

c. Extreme care should be taken to prevent damage lo landscape, irrigation, structures, obstacles, individuals, or private property.

d. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. The sprinkler system shall be verified as operational, with any damage repaired within 24 hours.

10. WORK SCHEDULE

a. Work will be assigned and completed on a monthly basis.

b. Contractor will secure a list of tree maintenance locations from the Public Works Department during the last week of the month that identifies work assignments for the following month.

c. Contractor shall keep the Public Works Department informed of their progress at all times.

d. Hours of normal operations:

1. All work performed in the City, other than emergencies, shall occur between Mondays and Fridays from 7 AM to 5 PM. Exceptions may be made to normal working hours, where incidences of use or traffic may he too great during the hours specified to allow for proper contract performance.

2. Work shall not occur, unless it is an emergency, on the weekends or holidays without prior approval from the Director.

3. Work that generates excess noise and would cause annoyance to residents of any area shall not be commenced before 7:00 AM. Contractors shall establish a schedule of routine work to be followed in the performance of this contract.

e. Upon submission of each monthly invoice during the term of this contract the contractor shall submit to the Director a report describing in detail all work performed during the previous month. Said report shall be in a form easily transferred or downloaded into the City of Buena Park Urban Forestry Database and include the following:

1. Date the work was performed.
2. Tree address and location.
3. Tree species (within attribute range).
4. Diameter of trunk at breast height (within attribute range).
5. Tree height (within attribute range).
6. Tree condition (within attribute range).
7. Any visible decay, conks or hazardous condition.

11. Assembly Bill 73

a. The Contractor shall comply with the requirements of Assembly Bill 73. The law states that, '·...every person planning to conduct any excavation is required to contact a regional notification center at least 2 days prior to excavation ..."

b. Assembly Bill 73 defines excavation as, "any operation in which earth, rock, or other material in the ground is moved, removed or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe and driving, or any other way.

c. The regional notification center is Dig Alert at (800) 227-2600.

12. CONTRACTOR LIABILITY

a. The Contractor will be held responsible for the preservation of all public and private property along and adjacent to the work being done, and will be required to exercise due precaution to avoid and prevent any damage or injury thereto as a consequence of his operation. All trees, shrubs, ground covers, fences, warning signals, street signs, walks, walls, structures, stairways, sprinklers or any other property, shall be adequately protected and should not be removed or disturbed without permission from the City. Any damages resulting from Contractor neglect shall be repaired/replaced at the Contractor's own expense.

b. Such repairs and/or replacement shall be performed by the Contractor at no cost to the City, and shall be accomplished as directed by the Director or his representative. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source.

c. Irrigation damage shall be repaired or replaced within the following time limits:

1. Mainline irrigation breaks shall be repaired within two (2) hours.

2. All other irrigation repair and/or replacement shall be completed within 24 hours.

d. All damages to turf, ground cover, shrubs or trees shall be repaired or replaced within 48 hours.

1. Damage to turf shall be repaired by replacement with the appropriate variety of sod; reseeding shall not be considered as an adequate repair. Prior to trimming or removing any trees in large turf areas, the Contractor is required to lay down ¾ inch thick plywood sheets or approved equal to protect turf from damage and settling from vehicles traffic. Plywood is to be removed immediately after the completion of work. No plywood or mats are to be left more than 5 hours on turf to prevent turf burn or compaction. Any physical damages incurred by the Contractor to private or public property shall be corrected by the Contractor in a manner and within a time period dictated by the Public Works Department. Failure by the Contractor to make such corrections may result in the City causing said corrections to be made and deducting the cost for the same from payments due the contractor for work performed. An additional 20% penalty charge shall be added as compensation to the City of overhead cost incurred in causing said connections to be made.

2. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Director.

3. Damage to shrubs may be corrected by appropriate pruning, however, if in the opinion of the Director the damage is severe, the shrub shall be removed and replaced with the same variety and size.

4. Damage to trees shall be addressed in the following manner:

a. Trees in the contract area may be checked before contract work begins, and random checks may be carried out during the contract period.

b. The Contractor should inspect all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage shall be documented by memo to the assigned area inspector.

e. Any damage to public or private property shall be reported to the City within one (1) hour.

f. All work shall be inspected, verified, and completed to the satisfaction of the Director, or his authorized representative.

13. UNAUTHORIZED REMOVALS

Unauthorized tree removals will incur the following penalties:

a. Under 12" diameter ..... $ 1,200.00
b. 12" to 36" diameter ..... $ 2.400.00
c. 36" diameter or greater. ..... $ 3,600.00

14. PUBLIC RELATIONS

a. Contractor shall maintain good public relations at all times. The work shall be conducted in a manner that will cause the lease possible interference or annoyance to the public.

b. Contractor shall have the duty to purchase door hangers, acceptable to the City, and distribute to residents where tree maintenance is planned 72 hours prior to the work being completed.

c. The door hangers shall be printed in English on one side and Spanish on the other side.

15. INSPECTIONS

a. Inspections will be performed at times mutually agreed upon by the City Inspector and the Contractor representative. The inspector may make random visits when the Contractor is working in a specific area at his discretion.

b. All inspections called for by the Contractor shall be requested at least forty-eight **(48)** hours prior to the anticipated inspection.

c. All work shall meet the approval of the Director or his designated representative, or is rectified by the Contractor to a condition that does meet this acceptance. Corrective action shall be performed at no additional cost to the City.

d. If the Contractor calls for inspections and is not ready for the inspections, the Contractor shall be back charged at the hourly rate, including travel time, for all members of the team of inspectors involved.

16. HAZARDOUS CONDITIONS

a. It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction.

b. Contractors shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, using barricades or traffic cones to alert persons of the existence of hazards so as to protect all persons from injury.

c. Contractors shall inspect all work sites for hazards, or potential hazards, prior, during and after performing the required work.

d. During the required inspection of all work sites for hazards, or potential hazards, the Contractors shall keep a log indicating the date the area was inspected, any unsafe conditions, and the action taken.

e. Contractors shall cooperate fully with the City of Buena Park in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Director within five (5) days following the occurrence.

17. SAFETY

a. Contractors shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation: to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; furthermore, to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to OSHA and CAL-OSHA.

b. The Director, or his representative, reserves the right to issue restraint, or cease and desist orders, to the Contractors when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

c. Contractors shall so conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as deemed necessary by the Director. The Contractor must abide by the provisions of the "2012 WORK AREA TRAFFIC CONTROL HANDBOOK" published by Building News, Inc., 1612 S. Clementine St., Anaheim, CA 92802, (800)873-6397.

d. High Level Warning Devices provide advance warning of a work area by being visible to a driver even when the work area is obstructed from view by vehicles

or construction equipment.

1. High Level Warning Devices shall be at least 9 feet high with legs, base, or truck mounting designed to resist overturning in brisk winds. Sandbags may be used to add weight to the base or legs. High Level Warning Devices shall be equipped with a yoke at the top to accommodate at least three flags. Flags shall be fabricated of high visibility orange material and equipped with stays to keep flags extended. Torn or dirty flags shall be immediately replaced.

2. The warning signs are intended to be permanently mounted to the High Level Warning Device. These signs must be approved by the proper authorizing agency. When required, all signs must be provided, installed and maintained by the Contractors. No signs or supports shall bear any commercial advertising. These warning signs shall be high visibility orange material with black lettering.

3. High Level Warning Devices shall be used where indicated by the Director, such as, at street approaches to locations where construction or maintenance work is being performed within or immediately adjacent to a traffic lane.

e. Signs shall be installed immediately before work is to commence and must be removed immediately after work is complete. The location of the signs will depend upon alignment, grade, location of street intersections, and posted speed limit. Signs shall face and be visible to oncoming traffic and be mounted so as to resist displacement. The center of the warning sign shall be at least 4 1/2 feet above the roadway. The Advance Warning signs shall be located on the right hand side of traffic lanes. On divided roadways, supplemental Advance Warning signs shall be placed on the divider.

18. CONTRACTOR STAFF

a. Contractors shall furnish sufficient supervisory and working personnel capable of promptly accomplishing all work on schedule and to the satisfaction of the Director.

b. Contractors shall have competent supervisors, who may be working supervisors, **on the job at all times work is being performed who are capable to communicate efficiently both in written and oral English,** and discuss matters pertaining to this contract. Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high quality work which will be acceptable to the Director. Any order or

communication given to the supervisor shall be deemed as delivered to the Contractor.

c. Contractors, and their employees, shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. The Director may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of Buena Park.

d. Contractors shall require each of his employees to wear basic public works working attire. These are basically proper boots, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times; safety vests are required when indicated by the Work Area Traffic Control Handbook, or the Director.

e. The Director may require the Contractors to establish an identification system for personnel assigned to service this Agreement which clearly indicates to the public the name of the Contractor responsible for the tree maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

19. OFFICE STAFF

a. Contractor shall have a responsible person(s) with the ability to take necessary action regarding all inquiries and/or complaints received from the City of Buena Park or the Director.

1. This person(s) shall be reachable twenty-four (24) hours per day.

2. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractors are notified of any communication within one (1) hour after receipt of said communication.

3. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of Buena Park.

4. During normal working hours, the Contractor and/or supervisors who are responsible for providing tree maintenance services, shall be available for notification through pager, cellular telephone and/or radio communication.

20. STORAGE FACILITIES

The City of Buena Park shall not provide any storage facilities for the Contractors.

21. SIGNS

a. Contractors shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Director.

b. Contractors shall, at all times, remove all unauthorized signs and advertising matter from trees receiving maintenance.

22. NON-INTERFERENCE

Contractors shall not interfere with the public use of the premises, and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

23. PARKING

a. Contractors shall park his vehicles and equipment within designated parking areas or in such a location to insure normal vehicular traffic.

b. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.

c. The City of Buena Park will not allow the Contractor to park or store any equipment or materials, used in the performance of this contract, in the City right- of-way or on City property.

24. GENERAL CLEAN-UP

a. The Contractor shall promptly clean all job sites when work is completed, including the raking of leaves, twigs, and other debris generated from their operation, from the lawn, sidewalk and parkway and sweep the street.

b. Each day's scheduled work shall be completed and cleaned up prior to the Contractor vacating the work site. **Under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.**

25. AERIAL UTILITIES

a. Contractor shall trim limbs a minimum of five (5) feet from street lights.

b. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z 133.1-1988. Safety Requirements.

c. The contractor shall exercise precautions as necessary when working adjacent

to aerial utilities. In the event that aerial utility wires present a hazard to the contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company.

26. TEMPORARY "NO PARKING" SIGNS

a. During tree trimming operations, the contractor shall post "No Parking" signs forty-eight (48) hours in advance of commencing work and they shall be placed at regular intervals 150 feet in advance and 150 feet beyond the restricted area.

b. All costs for furnishing, posting and maintaining temporary “No Parking" signs shall be included in the various bid items and the Contractor shall be awarded no additional compensation for performing this function.

c. "No Parking" signs shall be supplied by the contractor and be constructed as follows:

1. Minimum size 9" x 12"

2. Color shall be red on white background.

3. Markings and materials will be suitable so as to withstand exposure to inclement weather.

4. Lettering size shall be a minimum of 1/2" in height.

5. Sign shall be approved by the Parks, Recreation and Community Services Director prior to placement.

d. The following information will appear on each posted "No Parking" sign:

1. "Temporary No Parking", "Tow Away". "By Order of the Police Department".

2. Date(s) sign is in effect.

3. Time period sign is in effect.

4. Reason for posting (Tree Trimming).

5. Date and time the sign was posted.

e. Signs shall be posted conspicuously so as to allow unobstructed visibility of oncoming traffic and to the operators of vehicles parked in the restricted

areas.

f. Signs shall not be posted more than 50' apart.

g. Signs shall not be posted on private property.

h. Signs shall be posted within the parkway area or as close to the roadway as practical.

1. Signs shall be posted at the height so as to be visible over parked vehicles, but not higher.

J. Signs shall be securely fastened but in such a manner as to not damage the item to which they are affixed.

k. Signs may be posted on any standard or tree within the parkway, except that in the absence of such items, signs may be attached to traffic barricades.

27. REMOVAL OF BRUSH, DEBRIS AND ALL EQUIPMENT

It shall be the responsibility of the contractor to ensure that the street, parkway, sidewalk, and slope areas of all property shall be left free of debris and equipment. This includes, but is not limited to cones, signs, dumpsters. safety devices, and all heavy and light equipment and vehicles, which shall be removed at the close of each day's operation. With the exception of the actual work performed, all sites shall be in their original condition at the conclusion of each working day. An exception to this paragraph is if the homeowner desires that the wood be cut up and left in the parkway. If this is the case, Contractor will cut up wood and stack in parkway.

28. EMERGENCY CALLS FOR TREE SERVICE

a. The Contractor shall have the capability to receive and to respond immediately to call of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.

b. The Contractor shall have the duty to respond to emergency calls within two (2) hours from time of notification.

c. Contractor must designate a person within his company who will respond to emergency calls 24 hours a day.

d. Contractor shall submit telephone number(s) to the City that can be used to obtain emergency service on a twenty-four (24) hour basis. The Contractor's name and telephone number will also be listed with the Police Department.

e. Upon arriving at any emergency situation it shall be the responsibility of the Contractor to eliminate all unsafe conditions that would adversely affect the health, safety or welfare of the public.

f. Failure to respond within two (2) hours of attempt to contact may result in a $200 penalty per incident. Failure to respond to an emergency at any level will subject Contractor to any primary or secondary cost arising from said emergencies.

29. EXTRAORDINARY SERVICES

a. Contractors may be responsible for providing extraordinary tree maintenance services

1. Extraordinary tree maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a 24 hours per day on-call service for emergency calls.

2. The Contractor shall notify the Director of Public Works or his representative by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed.

3. Contractors shall be compensated for extraordinary work as defined in the Schedule of Compensation.

b. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours.

1. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic.

2. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary, and proceed to repair on a temporary/permanent basis.

c. If a City Representative is still at the site when the Contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with that responsible person.

1. If the repair will take only a few minutes, the City Employee may stay to continue to direct traffic while the Contractor makes the repairs.

2. If the repair will take longer than the City Employee can wait, the Contractor shall immediately set up temporary traffic control devices

and all other necessary warning devices and relieve the City Representative.

d. The following individuals or agencies may call an emergency at any time for extraordinary services involving emergency work:

1. City Manager
2. Public Works Manager / Operations Manager
3. Director of Public Works
4. Facilities/Parks Maintenance Superintendent
5. Streets Maintenance Superintendent
6. Orange County Sheriff Department
7. Orange County Fire Authority

e. The following emergency phone numbers are listed for the convenience of Contractors.

Orange County Fire Authority……(714) 573 6000
Orange County Fire Authority (Emergency)……..911
Orange County Sheriff Department (Dispatch)…….(949) 770-6011
Orange County Sheriff Department (Emergency)……911

30. INTENTIONALLY DELETED.

31. INTENTIONALLY DELETED.

32. METHOD OF PAYMENT

a. The Contractor will be paid monthly for satisfactory work performed under this contract.

b. On or about the first of each month the Contractors shall submit an invoice and **all reports required in the Agreement** for work performed in the prior month.

1. This invoice shall be in accordance with the schedule of compensation and shall become the basis for payment.

2. This invoice shall be subject to review and approval by the Director.

3. All submitted invoices, approved by the Director, shall require a minimum of three (3) weeks for processing by the City of Buena Park Finance Department.

4. The City shall not pay any charges in the invoice not approved by the Director.

5. Along with the invoice the Contractor shall provide a monthly green waste report. This report shall describe how much green waste was generated, where it was disposed of, and how much was recycled.

6. The monthly invoice should also include the tree inventory database update for all trees serviced and billed during the month. The tree inventory database shall be in the format submitted in the Proposal by the Contractor and accepted by the City.

33. DISCREPANCIES OR OMISSIONS

Should Contractor find discrepancies or omissions in the plans, specifications or other documents, or be in doubt as to their true meaning, Contractor may request a written interpretation from the Director of Public Works.

34. MINOR MODIFICATIONS

The Director may modify these specifications with the joint approval of the Contractor.

35. CONTRACTOR NONCOMPLIANCE

a. If the Director determines that there are deficiencies in the performance of this Agreement, the Director will provide a written notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Director, to correct the specified deficiencies.

b. Should the Contractor fail to correct any deficiencies within the stated time frame, the Director may exercise the following measures:

1. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead.

2. Withhold the entire or partial payment.

3. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead.

4. Deduct liquidated damages.

a. Since it is difficult to determine the extent of actual damages which result from failure to correct a deficiency within a stated time frame; a reasonable estimate of such damages shall be set at $100 per day, or a portion thereof for each deficiency which exceeds the stated time frame for correction.

b. This amount shall be deducted from the Contractor's payment.

c. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover City of Buena Park cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

d. The Director shall decide all questions that arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources.

e. In addition to the provisions of Section 36 (b), in the event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, the City of Buena Park may immediately terminate this Agreement.

36. PAYMENTS WITHHELD

The City may withhold the entire or partial payment for the following reasons:

a. Work required in the specifications that are defective, incomplete or not performed.

b. Claims filed as a result of the Contractors work or reasonable evidence indicating probable filing of claims.

c. Failure of the Contractor to make payments properly for materials and/or labor.

d. A reasonable doubt that the contract cannot be completed for the remaining balance.

e. Reports, logs, or other contractual written documentation required of the Contractor to be delivered to the Director which is/are incomplete or not performed.

37. **WITHHELD CONTRACT FUNDS**

The Contractors may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractors upon satisfactory completion of the contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Securities eligible for investment under this section shall include those listed in Public Contract Code Section 22300.

38. CONTRACT TERMINATION

a. The City reserves the right to terminate the contract, without penalty, for cause immediately or without cause after thirty (30) days written notice thereof is delivered to the Contractor either personally or by mail addressed as shown on the purchase order form.

b. In the event of such termination, the bonds required shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed.

c. If the Contractor fails to meet the specifications of this contract for any fifteen (15) days, consecutive or non-consecutive, the City may at its option terminate the balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) days after such notice is mailed.

39. COMPLAINTS FROM CITY

a. The Contractors shall maintain a monthly written log of all complaints which includes the date and time received and the action taken or the reason for non-action. The monthly log of complaints shall accompany the monthly invoice.

b. All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours. All complaints shall be abated to the satisfaction of the Director.

c. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Director within five (5) days.

d. If the complaints are not abated within the time specified, or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the City of Buena Park shall be deducted and forfeited from the payments owing to the Contractor from the City of Buena Park.

40. HOLD HARMLESS REQUIREMENTS

a. Contractors shall indemnify, hold harmless, and defend the City of Buena Park, the Public Works Department, its officers, elected officials and employees, from and against all claims and demands for loss or damage to any person or property arising out of, or in connection with, the performance of the Contractor pursuant to this Agreement, and reimburse the City for all

costs and expenses, including reasonable attorney's fees, incurred in connection with the defense of any such claims and demands.

b. Contractors shall obtain, at its own cost, a policy or policies of liability insurance of the type required by the Agreement and satisfactory to the City.

41. INDEMNIFICATION

a. Contractors shall act under the contract as an Independent Contractor through the City of Buena Park and will not be an agent, or employee of the City.

b. Contractors shall not represent, or otherwise hold out itself, or any of its Directors, Officers, Partners, Employees or Agents, to be an Agent or Employee of the City.

c. Contractors shall indemnify and otherwise hold harmless the City, its officials, officers, Directors, Employees, Agents and other representatives, from all liability, loss, or damage (including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the Contractor, or of any of its Subcontractors, Directors, Officers, Partners, Employees, or Agents in the course of/or in connection with, the Contractor's performance under the contract).

d. The parties agree to cooperate fully in the resolution of any claims for such liability, loss or damage.

42. ASSIGNMENT OF CONTRACT

a. Contractors shall not assign, transfer, convey or otherwise dispose of this contract, or of his rights of interests in or to the same or any part hereof, without the previous consent in writing of the City. If the Contractor, without such previous written consent, assigns, transfers, conveys, or otherwise disposes of the contract, or of his rights or interests therein, the contract may, at the option of the City, be terminated and revoked, and the City shall thereupon be relieved and discharged from any and all liability and obligations arising out of the same to the Contractor, and to his assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any part thereof unless authorized by the written consent of the City of Buena Park.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of the Contractor, or of the interest of any general partner or joint venture which shall result in changing the control of the Contractor, shall be construed as an assignment of this Agreement. Control

means fifty percent (50%) or more of the voting power, or twenty-five percent (25%) or more of the assets of the Corporation, partnership or joint venture.

c. The Contractor shall not employ any subcontractors unless specifically authorized by the City of Buena Park.

43. COMPLIANCE WITH THE LAW

a. Contractors agree that their performance under this contract shall comply with all applicable laws of the United States of America, the State of California, the County of Orange. the City of Buena Park and any other political entity having jurisdiction over the activities of the Contractors.

b. No Proposal may be considered from a Contractor who, at the time the Proposals are due, is not licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of license required. the decision of the Contractor's State License Board shall prevail. This requirement is not a mere formality, and it will not be waived by the City. The classification of Contractor's license required in the performance of this Contract is a California Tree Service Contractors License - C6 I, D49 or C27.

44. PAYROLL

a. Section 1776, Chapter 1 of Division 2, from the California Labor Code requires that each Contractor and Subcontractor keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and each week, and the actual per diem wages paid each journeyman, apprentice or worker employed by him.

b. The employee's own payroll records shall be available for inspection, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standard.

c. Pursuant to Labor Code Section 1778.8, the Contractor agrees to pay travel and subsistence payments to each workman needed to execute the work in accordance with the applicable collective bargaining agreements filed with the Department of Industrial Relations.

45. LABOR STRIKE

a. It shall be the responsibility of each Contractor to provide continuous tree maintenance services, without any interruption.

b. In case of any labor strikes, the Contractors shall provide other means, at its own cost, to provide a comparable continuous service as if there were no strike.

c. Failing to do so will cause the City to take whatever action is deemed necessary to provide such service and the cost will be borne by the Contractor.

46. LABOR STANDARDS PROVISION

The Contractor shall hire and maintain for the duration of the contract, a workforce as required under the specifications and pay at a prevailing wage for the work.

a. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Buena Park Public Works Department or online at http://www.dir.ca.gov/dlsr. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions. which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

b. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1 , Articles 1 and 2, the contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality and the general prevailing rate for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City Clerk of the City of Buena Park, 6550 Beach Blvd., Buena Park, CA 90620 and are available to any interested party on request.

Pursuant to provisions of Labor Code Section 1775, the contractor shall forfeit. as penalty to City not more than fifty dollars ($50) for each labor, workman, or mechanic employed for each calendar day or portion thereof if such labor, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

c. Hours of Labor - Eight (8) hours of labor shall constitute a legal day's work for all workman employed in the execution of the contract, and the contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in

Division 2, Part 7. Chapter 1, Article 3, of the Labor Code of the State of California as amended.

The contractor shall forfeit, as a penalty to City fifty dollars ($50) for each labor, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work herein before mentioned, for each calendar day during which said labor, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

d. Travel and Subsistence Payments - The Contractor shall pay travel and subsistence payments to workmen needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.8.

e. Worker's Compensation - In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will be required to secure payment of Worker's Compensation to his employees. The Contractor shall supply the certificate required by Section 1861.

f. Apprentices - Pursuant to Sections 1777.5 and 1777.6 of the Labor Code, and in accordance with regulations of the California Apprenticeship Council (see Title 8. California Administrative Code, Sections 18000 et seq.) and local apprenticeship standards for the craft or trade, properly indentured apprentices may be employed in prosecution of the work. They must so be employed by any contractor or subcontractor employing workmen in any apprenticeable craft or trade; i.e.. a craft or trade determined to be an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council.

Special attention is directed to that portion of Section 1777.5 of the Labor Code which requires such a contractor or subcontractor to obtain from the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the contract work, a certificate approving the contractor or subcontractor for the employment and training of apprentices in such area. Upon issuance of said certificate, the contractor or subcontractor, unless exempt pursuant to Section 1777.5 of the Labor Code, shall employ the number of apprentices or the ratio of apprentices to journeymen fixed in the certificate.

If there is in the area of the site of the work a fund or funds to administer and conduct the apprenticeship program in any apprenticeable craft or trade, to which fund or funds other contractors in the said area are, but the contractor or subcontractor is not contributing, the contractor or subcontractor shall contribute to said fund or funds in the same manner, amount, or upon the same basis as the other contractors do.

For willful failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be denied the right to bid on a public works contract for a period of twelve (12) months from the date the determination is made.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, State Building Annex, 455 Golden Gate Avenue, San Francisco, or from the Division of Apprenticeship Standards and its branch offices.

47. LABOR DISCRIMINATION

a. Attention is directed to Section 1735 of the Labor Code, as added by Chapter 643. Statutes of 1939, which reads as follows:

"No discrimination shall be made in the employment of persons upon Public Works because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for Public Works violating this section is subject to all the penalties imposed for a violation of this chapter".

b. A copy of the Certification of Non-Discrimination by Contractors as provided with this specification shall be executed by each Bidder and submitted with his Proposal and bidding documents.

48. APPRENTICESHIP STANDARD

Where required under law, the prime Contractors on this project shall assume full responsibility for compliance with apprenticeship standards as established by Section 1777.5 of the California State Labor Code.

49. PATENTS

Contractors shall assume all responsibilities arising from the use of patented materials. equipment, devices, or processes used on, or incorporated in the work.

50. ANTI-TRUST CLAIMS

In entering into a Public Works contract, or a subcontract to supply goods, services, or materials, pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and

Professions Code), arising from the purchases of goods, services, or materials pursuant to the Public Works contract or subcontract. This assignment shall be made and become effective at the time the awarding body tender's final payment to the Contractor, without further acknowledgment by the parties

51. NOTICES

a. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally, sent by prepaid, first-class mail, or by facsimile followed by mailing of said notice.

b. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party, shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address.

c. Notice shall be deemed communicated two (2) City working days from the time of mailing if mailed as provided in this paragraph.

d. Address for notification:

City of Buena Park Public Works Department
Attn: Joe Hunt, Public Works Manager
6550 Beach Blvd.
Buena Park, CA 90620
Phone# (714) 562-3652
E-mail: Jhunt@buenapark.com

November 12, 2025
CONSENT CALENDAR
Item No. 4G.

City Council Agenda Report

AMENDMENT NO. 3 TO A PROFESSIONAL SERVICES AGREEMENT WITH ALLIED UNIVERSAL FOR JANITORIAL 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. 3 to Professional Services Agreement with Allied Universal ('Allied') of Santa Ana, California, to provide janitorial services at City facilities for calendar year 2026 in the amount of $384,960; 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 City Clerk to execute the amendment.

PREVIOUS CITY COUNCIL ACTION

On October 25, 2022, the City Council approved a one-year professional services agreement with Allied with four (4) potential one-year extensions to provide janitorial services at City facilities in the amount of $342,720.

On December 1, 2023, the City Council approved Amendment No. 1 to the Agreement for calendar year 2024 in the amount of $356,215.

On December 10, 2024, the City Council approved Amendment No. 2 to the Agreement for calendar year 2025 in the amount of $370,342.92.

DISCUSSION

In August 2022, the City issued a formal Request for Proposals (RFP) for janitorial services. The RFP opportunity was posted on the City's bid portal, PlanetBids, and posted in the City's designated public posting locations. Six (6) proposal responses were received from the following vendors: Allied Universal Janitorial ("Allied"); Base Hill, Inc.; Coastal Building Services; Dynamic Building Maintenance; Green Global Environmental; and Servicon Systems. The proposals were initially reviewed by the Purchasing Manager for responsiveness. The proposals were then evaluated by an evaluation committee ('Committee') comprised of internal subject matter experts in accordance with the evaluation criteria set forth in the RFP.

The top three ranked finalists were invited to give presentations to the Committee and also invited to submit a Best and Final Offer (BAFO) for pricing. In ranking order the finalists were: Allied, Servicon Systems, and Base Hill. Reference checks were performed and financial documents were reviewed by the City's Director of Finance. The final ranking was completed and the Committee presented a unanimous recommendation for award. Based on receiving the highest overall scoring in accordance with the evaluation criteria set forth in the RFP, the Committee recommended awarding an agreement to Allied.

The original agreement was in the amount of $342,720 ($28,560 per month) during the first year. The agreement included provisions for four (4) additional one-year extensions for a potential total term of five years.

Staff recommends approving a one-year extension of the agreement with a 4% increase, resulting in a new monthly rate of $32,080, or a total of $384,960 for the 2026 calendar year.

BUDGET IMPACT

The cost of this agreement is $384,960 annually, a 4% increase from last year. This results in a monthly cost of $32,080. There are adequate funds in the General Fund and Facility Maintenance Fund to pay for janitorial services through the term of the current adopted budget.

Attachments

Amendment #3 to PSA with Allied JH.pdf
Exhibit A - Allied 2026 Janitorial Proposal.pdf

CITY OF BUENA PARK
Department of Public Works

Amendment No. 3 to Professional Services Agreement No. 22-32

PROJECT NAME: Janitorial Services at City Facilities

SCOPE OF WORK: Provide the City of Buena Park with janitorial services

CONTRACTOR: Allied Universal
1815 E. Wilshire Avenue, Suite 912
Santa Ana, CA 92705

This Amendment No. 3 to Professional Services Agreement No. 22-32 is dated November 12, 2025, ("Amendment No. 3"), and is between the City of Buena Park, a California municipal corporation ("CITY") and Allied Universal, a limited liability company ("CONTRACTOR"). CITY and CONTRACTOR 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 No. 22-32 dated **October 25, 2022**, (the "Agreement"), pursuant to which CITY contracted with CONTRACTOR to provide the "Services" defined in the Agreement;

WHEREAS, the Parties previously entered into Amendment No. 2 to the Agreement ("Amendment No. 2") to extend the duration of the Agreement for an additional year now scheduled to expire on December 31, 2025, and to update the compensation to be paid CONTRACTOR during the extended term; and

WHEREAS, the Parties by now desire to again extend the term of the Agreement for one (1) additional year subject to the terms and conditions set forth in this Amendment No. 3.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **EXTENSION OF TERM.** The term of this Agreement as specified in Section 4.0 and extended by Amendment No. 1, is hereby further extended for one additional calendar year commencing on **January 1, 2026** ("Effective Date"), and expiring on **December 31, 2026,** unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 10 of the Agreement.

2. **COMPENSATION:** Commencing the Effective Date of this Amendment No. 2, the provisions of Section 5.0 (COMPENSATION) of the Agreement as modified by Amendment No. 1 shall be deleted and replaced with the following:

   5.0 COMPENSATION.

   As full and complete compensation for the Services provided by Contractor during the term of Amendment No. 2, City shall pay Contractor the total "NOT-TO-EXCEED" monthly amount of $32,079.98, for a the total NOT-TO EXCEED" compensation to be Contractor during the one year term of this Amendment No. 2 equaling the amount of $384,960. 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 the rates set forth in Exhibit A to Amendment No. 3, or if not specified, at a rate agree to by the Parties. The City shall make payment for additional services and expenses in accordance with Section 6.0 of the Agreement.

3. **PRICING EXHIBIT SUPERSEDED.** The Contractors' Proposal BAFO Pricing Form attached to the Agreement as Exhibit "B", and replaced by Amendment No. 2, is replaced and superseded by the pricing sheet attached as Exhibit "A" to this Amendment No. 3.

4. **AGREEMENT INCORPORATED**. Except as expressly modified and amended by this Amendment No. 3, all terms and provisions of the Agreement shall remain unchanged, in full force and effect, and are incorporated fully herein by this reference.

CITY OF BUENA PARK a California Municipal Corporation	CONTRACTOR
	_____ 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

Attach Behind this Page: Contractor's Job Cost Sheet for
Buena Park dated January 1, 2026

ALLIED UNIVERSAL®
JANITORIAL SERVICES

1815 E. Wilshire Ave. Suite 912
Samta Ana, CA 92706

JOB COST SHEET
for
City Of Buena Park

JAN 1 2026

CONTACT INFORMATION	
Contact Name	Joe Hunt
Company Name	City Of Buena Park
Address	6650 Beach Blvd
City, State, Zip	Buena Park, Ca 90621
Date	1/1/2026

BUILDING INFORMATION	
Property Name	City Of Buena Park
Address of Subject Property(s)	6650 Beach Blvd
City, State, Zip	Buena Park, Ca 90621

NIGHT CLEANING SERVICES	
Full Building Cost per Month	$16,645.18
Night Cleaning-City Hall	$4,923.56
Night Cleaning-Public Works City Yard	$1,684.77
Night Cleaning-Stage Stop Hotel	$707.96
Night Cleaning-Ehlers Event Center	$5,610.36
Night Cleaning-Buena Park Community Center	$3,718.54

DAY PORTER SERVCIES	
Total Montly Cost	$7,157.98
Day porter- City Hall	$3,429.38
Day Porter- buena Park Community Hall	$1,202.96
Day Porter-Ehlers Event Center	$2,525.64

Current Cost per Month based on occupancy provided during bid process.

1815 E. Wilshire Ave. Suite 912
Samta Ana, CA 92706

JOB COST SHEET
for
City Of Buena Park Police Department

1-Jan-26

CONTACT INFORMATION	
Contact Name	Joe Hunt
Company Name	City Of Buena Park Police Department
Address	6650 Beach Blvd
City, State, Zip	Buena Park, Ca 90621
Date	1/1/2026

BUILDING INFORMATION	
Property Name	City Of Buena Park Police Department
Address of Subject Property(s)	6650 Beach Blvd
City, State, Zip	Buena Park, Ca 90621

DAY PORTER SERVCIES	
Total Montly Cost	$8,276.82
7x a week servcies	

November 12, 2025
CONSENT CALENDAR
Item No. 4H.

City Council Agenda Report

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH PSOMAS FOR THE PEAK PARK WATER WELL 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 Amendment No. 1 to the Professional Services Agreement No. 23-17 with Psomas in the amount of $14,500; 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 City Clerk to execute the amendment.

PREVIOUS CITY COUNCIL ACTION

On September 12, 2023, the City Council approved Professional Services Agreement (PSA) No. 23-17 with Psomas for $904,756 to provide design and construction support services for the Peak Park Water Well Project.

DISCUSSION

The City currently has eight (8) water supply wells within City limits and has identified the need for one (1) additional water well to meet peak water demands. These wells serve as the City's primary source of potable water, drawing from the lower Santa Ana Basin and providing water that does not require treatment. Several of the wells have been in operation since the 1960s and are reaching the end of their service life. Over the years, the wells have required periodic shutdowns for maintenance, repairs, and rehabilitation. During such outages, the City must rely on purchasing water from the Metropolitan Water District (MWD) to maintain adequate supply and pressure.

The design and construction of the new well are currently in progress. Staff recommends approving Amendment No. 1 to PSA 23-17 in the amount of $14,500 to increase the consultant's scope of work. The additional services include preparing documentation required by the California Division of Drinking Water (DDW) for the new well and providing additional surveying services.

The amendment has been reviewed and approved by the City Attorney.

BUDGET IMPACT

Amendment No. 1 is in the amount of $14,500 and will be funded by the New Water Well Capital Improvement Project Account (Accoun No. 52-9806-396859).

Attachments

Amendment No. 1 to PSA 23-17.pdf

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
No. 23-17

This Amendment No. 1 to Professional Services Agreement No. 23-17 ("Amendment No. 1") is dated November 3, 2025, and is between the City of Buena Park, a California municipal corporation ("CITY"), and Psomas, 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 September 12, 2023 (the "Original Agreement"), pursuant to which CITY contracted with CONSULTANT to provide professional design engineering and construction support services for the Peak Park Water Well Project, as such "Services" are more specifically defined in the Original Agreement;

WHEREAS, the Parties now desire to amend the Agreement to expand the Services to be provided by CONSULTANT under the Agreement and establish the compensation to be paid by CITY in exchange for the additional services.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

2. SCOPE OF SERVICES. In addition to the "Services" to be provided by CONSULTANT under the Agreement, CONSULTANT shall perform to CITY's reasonable satisfaction those additional engineering and construction support services that are set forth in CONSULTANT's letter proposal dated September 2, 2025, attached this Amendment No. 1 as Exhibit "A" ("Additional Services").

3. TIME OF PERFORMANCE. Consultant shall commence performing the Additional Services immediately upon receipt of a written notice from the City's Designated Official and shall perform the Additional Services in a timely and diligent manner so as not to delay the overall project to which the Additional Services relate.

4. COMPENSATION. As full and complete compensation for CONSULTANT's provision of the Additional Services under this Amendment No. 1, including reimbursement of expenses if any, CITY, shall pay CONSULTANT at the hourly rates set for in Exhibit "A" to this Amendment No. 1 subject to the total NOT TO EXCEED amount of **$14,500.00** ("Additional Compensation"). The Additional Compensation is in addition to the Compensation that is to be paid by CITY under Section 5 of the Agreement in consideration for CONSULTANT's provision of the Services, provided that the Additional Compensation shall be paid only in consideration for CONSULTANT's provision of the Additional Services and shall not be reallocated to cover any cost overages for the Services, absent advance written approval from the City.

5. FEDERAL GRANT PROVISIONS.

(A) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(B) Debarment and Suspension (Executive Orders 12549 and 12689). CONSULTANT agrees

that a contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(C) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). CONSULTANT agrees that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. CONSULTANT and subcontractors of each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. I**NCORPORATION**. Except as expressly modified by this Amendment No. 1, all other terms and provisions of the Agreement shall govern and remain in full force and effect, being incorporated fully herein by this reference.

CITY OF BUENA PARK
A Municipal Corporation

BY: _____
Aaron France, City Manager

ATTEST:

BY: _____
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher G. Cardinale, City Attorney

CONSULTANT

Psomas
Name of Business

_____
Signature

_____
Print Name

Exhibit A
Additional Services

September 2, 2025

Mr. Jason Tran, PE
Associate Engineer
City of Buena Park
Department of Public Works
6650 Beach Blvd
Buena Park, CA 90621

Submitted via email to: jasontran@buenapark.com

Subject: **Engineering Design Services for New Water Well for the City of Buena Park - Additional Services (Amendment #01) – DDW Documentation and Survey**

Dear Mr. Tran:

We appreciate the opportunity to submit this proposal to provide additional construction support services including construction surveying services and the preparation of documentation that will be requested by representatives of the California Division of Drinking Water (DDW) District 8 for their assessment of the new Peak Park Well that is to be constructed in the City of Buena Park, (City).

Based on our referenced contract, dated September 12, 2023, preparation of the mentioned survey and DDW documentation were not included in our original Scope of Services.

SCOPE OF WORK

The following scope of work items listed below are included in our project fee estimate except where noted.

Task 10 – Additional Services – DDW Documentation and Survey

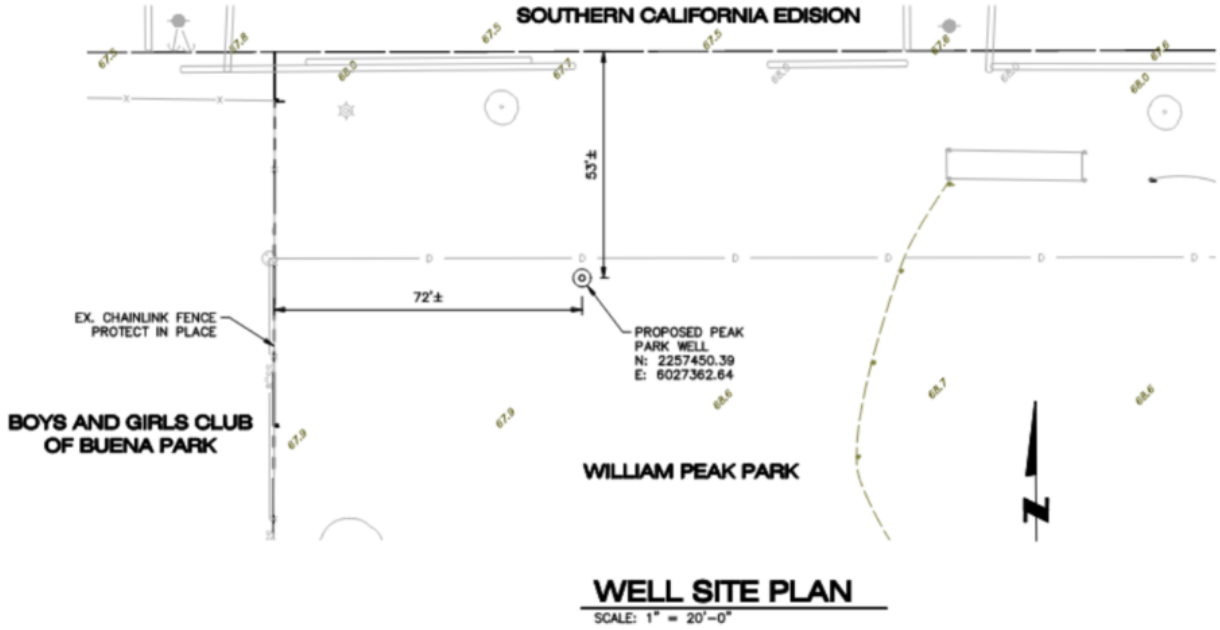
5 Hutton Centre Drive
Suite 300
Santa Ana, CA 92707

Tel 714.751.7373
Fax 714.545.8883
www.psomas.com

Task 10.1: Construction Staking Survey

Project Limits:

The limits shown below encompass what will be staked.



Horizontal and Vertical Control Survey

Psomas will use the established project survey control that was used during the initial design phase. For budgeting purposes, it assumes a 4 hour day minimum for field work, plus additional time for office calcs and field packages.

Deliverables: Survey Control Report spreadsheet in PDF format, Survey data in XLS format, Site photos in JPEG format, Field notes in PDF format

Task 10.2 – DDW Documentation

Psomas will assist City staff in the preparation of preliminary DWSAP documents and a DDW setback checklist. City staff will submit and coordinate directly with DDW.

Exclusions:

The following items are not included in this scope but can be added as additional services, if required and/or requested:

- Any permitting fees or traffic control required for surveying or other services
- Subsurface and overhead utility investigation research and mapping
- It is assumed that no significant infrastructure will be discovered that will impede the future health and safety of the well, which would require additional documentation, i.e. a letter of variance or additional figures

FEE

Psomas proposes to complete the Scope of Work on a time and materials basis as an amendment to our current contract and as detailed below.

DDW DWSAP and Checklist	$11,600
Construction Staking Budget	$2,900

We are therefore requesting a budget increase of $14,500 to complete this additional work for the project.

Notice to Proceed Issued 09/12/2023..... $904,756.00
Amendment #01 dated 09/02/2025: ..... + $ 14,500.00
Revised project authorization: $919,256.00

Again, we appreciate the opportunity to present a proposal for this work. Our proposal is a firm offer for 90 days from the date of this letter. Please do not hesitate to contact either of us (Maira at (714) 481-8008 or Maira.Salcedo@Psomas.com or Dan at (714) 481-8056 or dan.flores@psomas.com) with any questions.

Respectfully,

PSOMAS

Maira Salcedo, PE
Vice President

Dan Flores, PE
Senior Project Manager

If you concur with the above recommendations, please sign below to acknowledge authorization for these services:

□	Proposal for Engineering Design Services for New Water Well for the City of Buena Park - Additional Services – DDW Documentation and Survey	$14,500.00

City of Buena Park:	Psomas:
Signature: _____	Signature: M. Salcedo
Name (Printed): _____	Name (Printed): Maira Salcedo, P.E.
Title: _____	Title: Vice President
Date: _____	Date: September 2, 2025

November 12, 2025
NEW BUSINESS
Item No. 5A.

City Council Agenda Report

PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC FOR THE PREPARATION OF A BUILDING ASSET MANAGEMENT PLAN

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) with Veritas Technical Assessments, LLC in the amount of $202,121.24 for the preparation of a Building Asset Management Plan; 2) Appropriate $20,000 from the undesignated General Fund balance to the Building Asset Management Plan Project account; 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

None.

DISCUSSION

The City's infrastructure and assets represent the residents and the community's investments made over multiple generations. To ensure the continued provision of essential services to residents and the community, the City needs to effectively manage these valuable assets for both current and future needs.

The proposed Building Asset Management Plan will cover all City-owned buildings and facilities, including but not limited to City Hall and administrative offices, park buildings, recreation facilities, public restrooms, playground structures with bleachers, shade structures, historical and cultural properties, maintenance facilities, and storage/operational buildings.

Staff publicly solicited proposals on PlanetBids on September 18, 2025, and received one proposal on October 16, 2025. Following staff evaluations and reference verifications, staff recommends approving an agreement in the amount of $202,121.24 with Bureau Veritas Technical Assessments, LLC (Bureau Veritas). This firm has demonstrated their qualifications and relevant experience through similar projects completed for the cities of Anaheim, El Segundo, and Garden Grove.

Bureau Veritas will perform the following scope of work: data gathering, a project kick-off meeting, and field assessments of City-owned buildings and facilities. The assessments will include detailed evaluations of electrical systems, heating, plumbing, air conditioning/ventilation, life safety, fire protection, wall evaluation, roofing, elevator, interior elements, and other essential components.

In addition to the original scope of work, staff recommends the Barcode/QR code option offer by Bureau Veritas for an additional cost. Tagging essential equipment barcodes will enable work orders, equipment history, and related information to be recorded in a centralized database, allowing each record to be easily linked back to a specific piece of equipment or system.

The proposed agreement has been reviewed and approved by the City Attorney.

BUDGET IMPACT

This project (Account No. 11-9806-190068) is budgeted in the FY2025-2026 CIP budget, and will be funded by the General Fund.

The total cost for the agreement is in the amount of $202,121.24, including Barcode/QR code option. The cost of the agreement is shown below:

- Building Asset Management Agreement: $195,313.60
- Barcode/QR Code Tagging Option: $6,807.64

The CIP budget for this item is $200,000. A portion of this budget was previously utilized to cover a grant application related to asset resiliency, leaving an available balance of $185,000. The total cost of the agreement, including the Barcode/QR Code option, is $202,121.24. Staff is requesting appropriation in amount of $20,000 from undesignated General Fund balance to cover the funding shortfall for this project.

Attachments

Att 1of2_PSA.pdf
Att 2of2_RFP.pdf

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 25-37

DATE: November 13, 2025

SERVICES: Comprehensive Assessment and Develop a Building Asset Management Plan

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": Bureau Veritas Technical Assessments LLC, a California Limited Liability Company

Consultant Representative:
Name: **Erik Piller**
Title: **Executive Vice President**
Tel.: **(800) 733-0660 ext 7292704**
Email: **Erik.piller@bureauveritas.com**

SUMMARY OF TERMS:

Start Date: **11/13/2025**

End Date: **06/30/2026**

Contract Value: $**202,121.24**

Services a "Public Work": NO [___] YES [X] (add "PW Exhibit")

Community Workforce Agreement: NO [X] YES [___] (add "CWA Exhibit")

Insurance Approved By Risk Management: NO [___] YES [___]

APPROVED BY: *(select one)*

(___) Department Head
Contract Value ≤ $10,000

(___) City Manager
Contract Value ≤ $80,000

(X) City Council
Contract Value > $80,000
("Levine Act Exhibit" Required)

AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE EXECUTED ON BEHALF OF THE CITY.

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("*Agreement*") is dated as of **November 13, 2025**, between the City of Buena Park, a California charter city ("*CITY*"), and Bureau Veritas Technical Assessments LLC, a California Limited Liability Company ("*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 November 13, 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 $202,121.24 ("*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 follow page]

CITY OF BUENA PARK **a California municipal corporation**	**Bureau Veritas Technical Assessments, LLC** **a California Limited Liability Company**
	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 including Barcoding/QR Coding Option as described in the CONSULTANT's Proposal for Professional Services for the Building Asset Management Plan, 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 24 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 $202,121.24 for full and complete performance of the Services, as described in the CONSULTANT's Fee Proposal, 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 16, 2025, behind this page]

CITY OF BUENA PARK

RFP FOR BUILDING ASSET MANAGEMENT PLAN

TECHNICAL PROPOSAL

October 14, 2025

BUREAU VERITAS | ERIK PILLER
P (800) 733-0660 | ERIK.PILLER@BUREAUVERITAS.COM

October 14, 2025

City of Buena Park
Attn: Hyang Sun Lee
6650 Beach Boulevard
Buena Park, CA 90621

RE: Proposal for Building Asset Management Plan

Dear Ms. Sun Lee:

Bureau Veritas Technical Assessments LLC (Bureau Veritas or BV) is pleased to provide the City of Buena Park ("City") with the enclosed proposal in response to the RFP for Building Asset Management Plan services. Bureau Veritas understands the requirements of the RFP and is qualified to perform the services.

Proven Experience | Facility Condition Assessments are one of the core services of Bureau Veritas. We have completed thousands of projects with more than 700 million square feet of space in the last five (5) years for Higher Ed, K-12, Public Housing, State and Local Government, and Parks and Recreation clients.

Highly Qualified Team | Bureau Veritas is an architecture and engineering firm focused solely on building lifecycle and capital planning studies, with more than 800 building professionals nationwide. Bureau Veritas has over 30 years of experience conducting Facility Condition Assessments. We have provided similar services for the following similar clients:

- City of Palm Desert, CA
- City of El Segundo, CA
- City of Palm Desert, CA
- Catalina Island, CA
- City of Escondido, CA
- City of Huntington Beach, CA
- City of Laguna Beach, CA
- City of Laguna Niguel, CA
- City of Menifee, CA
- City of Oceanside, CA
- City of Poway, CA
- City of Temecula, CA
- YMCA of San Diego County, CA
- Port of San Diego, CA
- Del Mar Fairgrounds, CA
- San Diego Housing Commission, CA
- City of Garden Grove, CA
- City of Santa Monica, CA

Bureau Veritas is committed to providing quality services, and consistently demonstrating our corporate commitment to quality, continual improvement, and client satisfaction. Bureau Veritas is not debarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

The following pages detail our history, similar project experience, our key personnel and team, and our approach to your unique project. Bureau Veritas is committed to working with the City to provide the highest possible quality of service. We appreciate the opportunity to present our qualifications for this project and look forward to working with the City. I am available at (800) 733-0660, ext. 7292704 or Erik.Piller@bureauveritas.com to further discuss our qualifications.

Sincerely,

Erik Piller
Executive Vice President

BUREAU VERITAS | ERIK PILLER
P (800) 733-0660 | ERIK.PILLER@BUREAUVERITAS.COM

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A. SCOPE OF WORK

Project Understanding

BV understands that the Facility Condition Assessment (FCA) project with the City of Buena Park ("City") will:

- Include a comprehensive assessment of all sites, buildings, building systems, and infrastructure.
- Follow ASTM E2018-24 Standard Guide for Property Condition Assessments, as applicable.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility.
- Establish a protocol for FCA data to migrate/transfer to a CMMS/IWMS system.
- Provide an overview of anticipated future maintenance staffing and fleet vehicle needs
- Collect Equipment Inventory and nameplate data for City properties.
- Prepare a preventive maintenance plan for assets to be uploaded to a CMMS system.

We understand that a key factor to performing FCAs is the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Pre-emptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues, which can range from deferred maintenance, or premature replacement of building systems that can prove costly.

Data Gathering and Interview

Our project plan details three distinct phases of the project. During each phase, we will require coordination and support from the City's facility management.

Data Gathering Phase – BV will need the support of staff who can provide us access to drawings and records. The following is a typical list of exhibits requested.

- Inspection reports (sewer, boiler, chiller, etc)
- Building systems Maintenance Records
- Maintenance policy documentation
- Owner elected repair list (if available)
- Original building plans (can be viewed on-site)
- Capital expenditure schedules (prior or planned)
- Fire protection / life safety plans
- Rehabilitation budget and scope (draft or final)
- Certificates of occupancy / facility license
- Prior assessments
- Site plan / floor plans
- Accessibility transition plans / studies
- CMMS / IWMS data set

In addition to the drawings and records, we will supply a pre-survey questionnaire for each facility or site. Our expectation is that someone with knowledge of maintenance and operations of the facility will complete this survey and be prepared to discuss it with us while on-site.

Site Phase – BV will need support in the form of escorts while in the facilities to help us access mechanical areas, to discuss with us any known issues in the facility, and to answer other technical questions.

Report Review Stage – BV will provide a complete deliverable for each building.

BV will become familiar with the City's existing Project Directory - property list and contact directory for each location. We will contact or interview the facilities contacts as part of tour process to determine current use requirements and priority of properties based on agency goals.

Working with the City, we will develop procedures to gain Facility Access. Our visits will be coordinated and pre-approved by the City prior to the visit. We will work with the City to establish a protocol that will ensure that our activities will have minimal disruption to the operation of each facility and will maintain a safe work environment.

Technical Approach

Prior to assessments, BV will conduct a Kick-Off Meeting to review requirements and to consolidate exhibits such as drawings and prior completed reports.

During the term of the project, BV will conduct regular Progress Meetings to maintain open communication with the entire project team and the City. BV will lead with an agenda that includes a focus on work plan, schedule,

and project needs. This will permit the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. BV will provide the City with a written status report that tracks and monitors the progress of the assessments against the schedule submitted.

BV has allocated time for regular teleconference meetings and the following in-person meetings: Kick-Off Meeting, Pilot Review Meeting, and a Final Findings Presentation meeting. Any additional in-person meetings will be on a time and expense basis.

PILOT PROGRAM

To begin the work, BV proposes a Pilot Program where we will perform an assessment of a single building and prepare a written Draft Report for review. A meeting will be held with the City staff to review the draft report before assessing the remaining buildings. BV's Assessment Team will visit the building to evaluate the general condition of the buildings and site improvements, review available construction documents in order to become familiar with, and be able to comment on the in-place construction systems, life safety, mechanical, electrical and plumbing systems, and the general built environment.

FIELD ASSESSMENTS

The Assessment Team will conduct a walk-through survey of the facility and site to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies.

As a part of the walk-through survey, the Team will survey 100% of each facility. BV will survey the exterior and grounds, including the building exterior, roofs, sidewalk/pavement, and recreational/other areas as applicable. They will interview the building maintenance staff about the property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements. The Assessment Team will develop opinions based on their site assessment, interviews with the City's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated.

The Team may also question others who are knowledgeable of the property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.

The Assessment Team will review documents and information provided by the City's maintenance staff that could aid the knowledge of the property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

The facility condition assessment will will include the City identified assets and will focus on the following facility and site systems and components:

Site + Infrastructure

- Topography: Observe general topography and note any unusual or problematic features or conditions observed or reported.
- Paving, Curbing, and Parking: Identify material types of paving and curbing systems at the property.
- Flatwork: Identify material flatwork at the property (sidewalks, plazas, patios, etc.).
- Landscaping and Appurtenances: Identify material landscaping features, material types of landscaping (fences, retaining walls), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds).
- Utilities: Identify type of material utilities provided to the property (water, electricity, natural gas); and assess condition, physical deficiencies, life cycle repair, and replacement issues.

Structural Frame + Building Envelope

- Identify material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, commercial overhead doors, sliders, windows, and stairways, etc.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- Visually inspect observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (Tier 1 or Tier 2).

Wall Evaluation

- Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware and visually inspect exterior conditions and condition of waterproofing seals.

- Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

Curtain Wall

- Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; may include observations from internal and external vantage points, as well as adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- Review provided drawings and records of repair, replacement, and maintenance of framing and glazing.

Roofing (Non-Invasive Visual)

- Identify material roof systems (roof type, reported age, slope, drainage) and any unusual roofing conditions or rooftop equipment.
- Observe general conditions of the roof system (membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation).
- Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or unusual items observed or reported.
- Identify material rooftop equipment or accessories (antennas, lightning protection, HVAC equipment, solar equipment). Include any material problems reported.
- BV understands that the City will provide OSHA compliant ladders, lifts and/or scaffolding (depending on roof type) so that the Project Manager may safely access roof areas. If requested, BV can provide a quote for lift and/or ladder access as needed. Observations will be limited to readily accessible areas.

Plumbing

- Identify material plumbing systems at the property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- Identify type and condition of restroom fixtures, drinking fountains and/or other plumbing equipment.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Include any reported material system inadequacies.

Heating

- Identify material heat generating systems at the property.
- Observe general conditions, identify reported age of the equipment, note past material component replacements/upgrades, note apparent level of maintenance, and identify if a maintenance contract is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Identify and observe any special or unusual heating systems or equipment present (fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

Air-Conditioning + Ventilation

- Identify the material air-conditioning and ventilation systems at the property. Include material equipment such as cooling towers, chillers (type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- Identify material distribution systems (supply and return, make-up air, exhaust) at the property.
- Observe general conditions, identify equipment reported age, note past material component upgrades/ replacements and apparent level of maintenance, and identify if a maintenance contract is in place (contractor name). If AC and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

Electrical

- Identify the electrical service provided and distribution system at the property.
- Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- Observe general electrical items (distribution panels, type of wiring, energy management systems, emergency power, lightning protection).

- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Also, note the presence of any special or unusual electrical equipment, systems, or devices at the property, and include reported material problems or system inadequacies.

Life Safety + Fire Protection

- Identify material life safety/fire protection systems at the property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
- Observe general conditions and note any material physical deficiencies identified or unusual items or conditions observed or reported including any reported system inadequacies.

Elevators + Vertical Transportation

- Identify vertical transportation systems at the property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.
- Identify the company that provides elevator/ escalator maintenance at the property. Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported including any reported material system inadequacies.
- Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc.; entering elevator/ escalator pits or shafts.

Interior Elements

- Identify offices, special use areas, and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. BV will identify material building amenities or special features.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported.

Food Service Spaces and Equipment

- Assess all food service equipment and spaces (kitchen, cafeteria, dining, serving areas). Food service equipment (fixed equipment) will be evaluated for adherence to life/ safety code and ventilation requirements as well for condition and capital replacement.

Special Systems and Equipment

- Include all special systems and equipment, such as Emergency Medical Systems (EMC), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.

Limited Accessibility Compliance

- Provide a general statement of the building's likely compliance to the Americans with Disabilities Act to help identify whether the City may be exposed to issues and there is the need for further review.

Suspected Fungal Growth

- Perform a limited assessment of accessible areas for suspected fungal growth. If the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. elevated relative humidity, water intrusion, and mildew-like odors is discovered, affected areas will be photographed and recommendations for any additional moisture intrusion studies will be made.

Environmental Features

- Review environmental features of the property, to include appearance, cleanliness, acoustics, ventilation, and humidity.

Lead-based Paint

- Review existing testing data and other documentation regarding lead-based paint available on site (included in the cost of the FCA); evaluate physical condition and develop cost estimates for remediation of paint necessitated by pending renovations.
- Able to provide a licensed lead-based paint inspector to conduct testing using an x-ray fluorescence analyzer at the Project as an additional service. The instrument is completely non-destructive and yields instantaneous results.

Asbestos

- Review existing testing data and other documentation regarding asbestos available onsite (included in the cost of the FCA); evaluate physical condition and develop cost estimates for remediation of asbestos likely to be disturbed by renovations.
- If asbestos testing is requested, BV will provide a licensed asbestos inspector to collect samples of suspect asbestos-containing materials at the Project as an additional service. Scope of this sampling will be determined after review of existing data, costs will be based on daily rate plus the cost of analysis.

Energy Conservation Analysis

- Consider energy conservation savings when making repair or replace recommendations and include these projects in the project prioritization.
- Able to provide an Energy Audit (ASHRAE Level I, II, or III) or Benchmarking (EnergyStar) services as an additional service.

Ranking and Classification

Based upon our observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; BV will render our opinion as to when a system or component will most probably necessitate replacement.

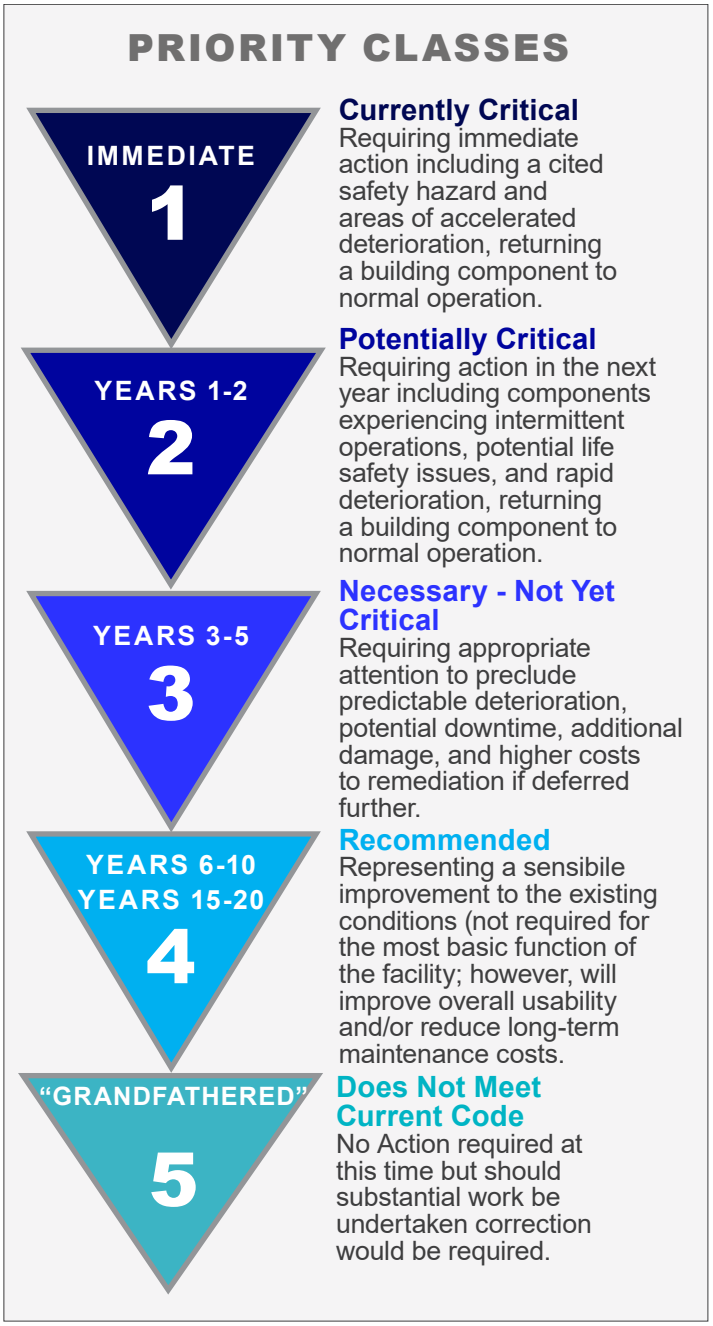
Accurate historical replacement records provided by the facility manager are typically the best source for this data. Exposure to the weather elements, initial system quality and installation, extent of use, the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

BV can rate the condition of each facility with the below rating system, or another City-specified scale:

- **5 Excellent -** No visible defects, new or near new condition, may still be under warranty if applicable
- **4 Good -** Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
- **3 Adequate -** Moderately deteriorated or defective, but has not exceeded useful life
- **2 Marginal -** Defective or deteriorated in need of replacement; exceeded useful life
- **1 Poor -** Critically damaged or in need of immediate repair; well past useful life

BV can also include alternative categories to rank and weight priorities as required by the City, such as functional deficiencies, aesthetics, time-based urgencies, and other mission critical factors. The analysis will include all cost observations ranked by Priority Classes.

The five classes to the right are typical but can be altered to meet your specifications and needs.



DEFICIENCY CATEGORIES/PLAN TYPES

Each deficiency identified in the Assessment shall be classified in the following manner (or other City-defined categories):

Category 1- Scheduled Maintenance: Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.

Category 2 - Deferred Maintenance: Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

Category 3 - Capital Renewal: Planned replacement of building systems that have reached the end of their useful life.

Category 4 - Energy and Sustainability: When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

Category 5 - Security: When a system requires replacement due to a security risk or requirement.

UNIFORMAT CATEGORIES

The deficiencies observed will be classified into categories using the Uniformat System (up to Level 4):

Level 2

A10 Foundations

A20 Basement Construction

B10 Superstructure
B20 Exterior Enclosure
B30 Roofing
C10 Interior Construction
C20 Stair
C30 Interior Finishes
D10 Conveying
D20 Plumbing
D30 HVAC
D40 Fire Protection
D50 Electrical
E10 Equipment
E20 Furnishings
F10 Special Construction
F20 Selective Building Demolition

Cost Estimating

BV uses a cost library model for cost estimating. Our database follows Uniformat Level 4 framework and is based in part on data from national commercial cost estimating guides. BV maintains and updates our Uniformat-based cost estimating system with information received from the field. Through construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows us to calculate costs based on local conditions to maintain a cost database that is typically more current than national cost estimating platorms.

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report will provide options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, but may at City's option, also include project management costs, construction fees, and design fees. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects. After determining these costs, we will confirm these costs with your staff.

Equipment and Asset Inventory

During the assessment, each field team will be responsible for collection and storing the inventory and condition assessment data in an electronic format that is readily transferable to the City's CMMS system.

BV will collect information on the major pieces of facility equipment. Specifically, the data collection will include City-defined assets, and also focus on the following components:

- **HVAC (level of detail for which Preventive Maintenance would be performed)**
  - Heating System
- **Identify boilers, furnaces, unit heaters and major labeled equipment**
  - Ventilation System
    - Identify the major labeled equipment; exhaust hoods, fans
  - Air Conditioning System
    - Identify the material air-conditioning components, including cooling towers, compressors, chillers, package units, roof top units, split systems and major labeled equipment. Excluded are window units, terminal units, VAV boxes, and thermostatic controls
- **Electrical**
  - Major panels only-for identification to track maintenance
  - Transformers
  - Switchgear
- **Equipment**
  - Building Automation System
- **Plumbing**
  - Pumps external to HVAC systems
  - Domestic Hot Water heaters over 80 gallons
  - Other major labeled equipment
- **Commercial Kitchen - major equipment (above approximately $2000 value)**
  - Walk-in freezer and refrigerator equipment
  - Ovens, stoves, broilers, grills
  - Reach-in refrigerators and freezers
  - Dishwashers
  - Fryers
- **Life Safety/Security**
  - High Level (system level) only-for identification to track maintenance
    - Alarm Panels
    - Emergency generators
    - Exhaust hood fire suppression
- **Vertical Transportation**

Where appropriate, the following data will be collected for each component:

- Location data
- Model
- Serial Number
- Manufacturer
- Manufactured Date

Preventive Maintenance Plan (PMP)

BV will prepare a preventive maintenance plan based on the following standards:

- RS Means maintenance routines
- Original Equipment Manufacturer (OEM) recommended maintenance
- Applicable National Standards
- Industry best practices

The intent of the preventive maintenance plan (PMP) will be to identify the required procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition. Maintenance procedures will be supplied with the main components of each major building system.

BV will provide preventive maintenance (PM) schedules for the equipment listed in the equipment inventory provided by client. Preventive maintenance schedules will include the following information:

- Safety precautions specific to the recommended PM instructions
- Description of tools required for recommended PM instructions. The tool list will not be exhaustive but identify common tool sets and specialty tools required for tasks.
- Recommended preventive maintenance instructions and frequencies specific to the equipment classification and type. PM instructions are based on the following sources:
  - Prevailing national standards
  - SurveyofCommonManufacturersrecommendations
  - Industry best practices
- Estimated labor hours required to complete each PM work order
- Step-by-step procedure to complete maintenance work order

The deliverable for this phase of the project will include a narrative introduction, a table for each building with equipment, recommended preventive maintenance routines, frequencies and time requirements.

BV will develop an export of the data customized for upload into the selected Maintenance Management software system

BV will provide the PM schedules in spreadsheet format suitable for uploading into clients CMMS. The spreadsheet will also contain analysis of PM labor hour requirements for use by client for planning purposes. BV will review PM schedules with the client and adjust the frequencies and start dates as required to meet clients' needs and match available resources.

The preventive maintenance plan will be prepared following completion of field data collection and final entries into the database.

OPTION: Barcoding / QR Coding

For the above referenced equipment, BV will apply a durable barcode / QR code/asset tag with a unique number for use as an identifier in the CMMS system. We will use labels supplied by the City or a vinyl tag for indoor applications, and a durable foil tag for outdoor use. Barcode / QR code numbers will be recorded in the database and all future work orders etc., and can be tied back in to a single piece of equipment or system. The cost of Barcoding / QR coding assumes that we will tag equipment during the FCA process.

Report Deliverables

BV will provide an in-depth report including a description of each of the building components and systems as described in the approach sections above. Each report is organized by building system and include digital photos of major systems and components and of all deficiencies identified. Reports will include current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for reporting by building, system, or priority for repair, and a year-by-year analysis of capital needs.

Facility Condition Index

A Facility Condition Index will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The Facility Condition Index will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

Capital Plan

Reports will reflect a 5, 10, or 20-year capital plan based on BV's 20-year building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority for repair. Tables will allow for the customization of reporting and a year-by-year capital needs analysis. The report will include:

- An Executive Summary with graphic presentation of results to provide a quick, user-friendly summary of the property's observed condition and estimated costs assigned by category. These estimated costs shall be cross-referenced to report sections where an elaboration of cost issues will be presented.
- Components observed that are exhibiting deferred maintenance issues and estimates for immediate and capital repair costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last five-year periods, or currently under contract. BV shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- Recommended schedule for replacement or repairs (schedule of priorities).
- Digital photographs for the buildings including photos of deficiencies.
- General description of the property and improvements and comment generally on observed conditions.
- Critical repairs and life safety issues separately from repairs anticipated over the term of the analysis.
- Facility Condition Index (FCI) number for the building.

BV will submit draft reports electronically via PDF format and once approved and finalized, a program summary report is provided to include a roll-up of all prioritized capital needs across all facilities. All electronic copies of the report will include all text, deficiency tables, digital photos, and supporting documentation and report appendices.

Program-wide Report

In addition to each building report, BV will develop a program-wide report that includes a ranked system-wide Capital Plan for all facilities with programmatic conclusions and recommendations. The report includes a brief narrative description of each facility/building component and system, and discusses the current and anticipated repairs and deficiencies of all buildings assessed. The report analyses will include tables sorted by building system and ranked by priority for repair. The format of the tables will allow for the several perspectives of reporting by FCI, building, system, or priority for repair, and a year-by-year analysis of capital needs.

AssetCALC™ - Assessment Software and Database Deliverable

BV proposes utilizing AssetCALC™ as its platform for all data collected on this project. AssetCALC™ is a cloud platform developed, licensed, maintained, and supported solely by BV for our clients. The use of this software is at your option and there are no licensing fees for this software for **three (3) years.**

AssetCALC™ is a web-based SQL database platform that enables users to:

- query, edit, and analyze their facility condition data
- plan immediate and short-term repairs
- budget capital expenditures throughout the lifecycle of a building or an entire portfolio

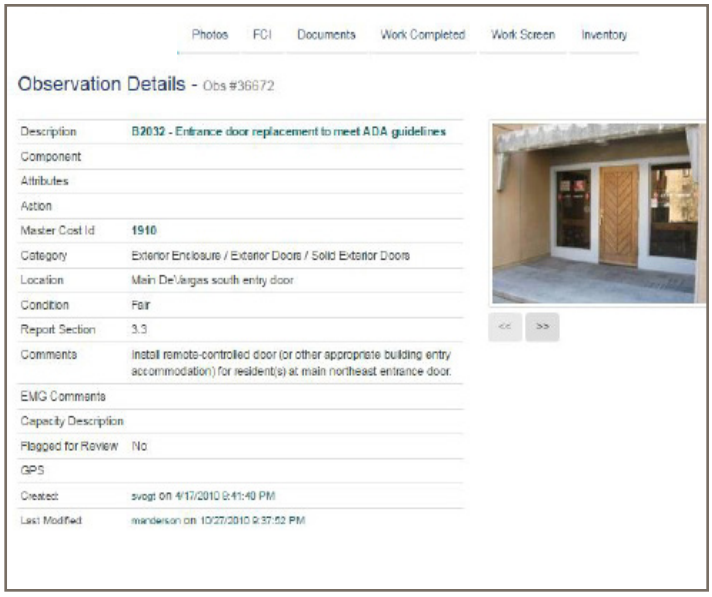
The system unites BV's experienced field data collection methods with advanced planning and reporting tools, construction cost libraries, location mapping (GIS) features, digital photo management, and document storage.

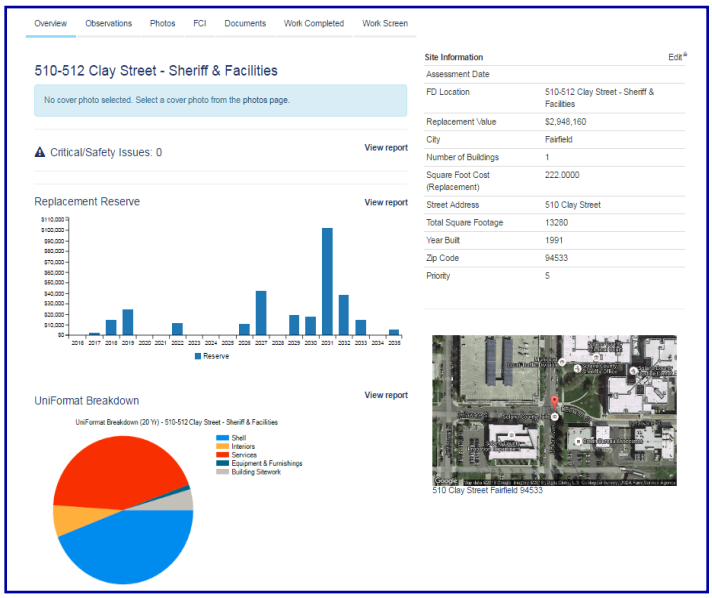
DATA DEVELOPMENT

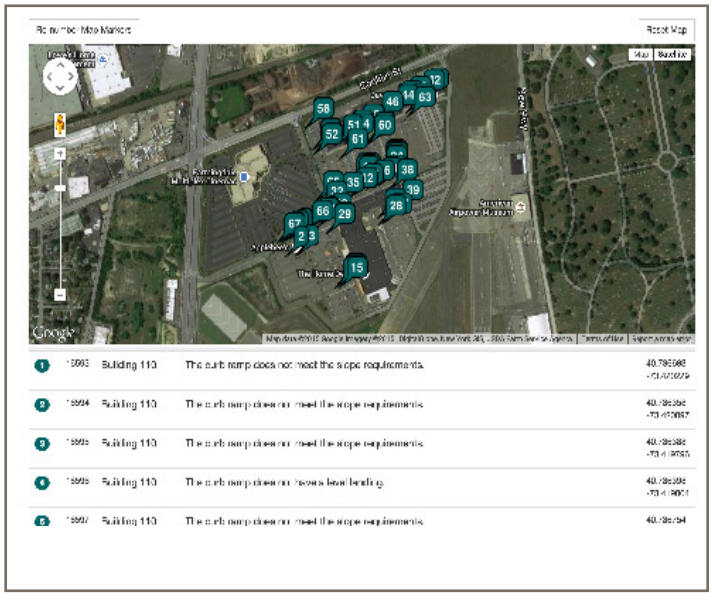
AssetCALC™ includes a configurable facility hierarchy and asset data architecture - this will include all of your assets grouped based on site location, asset group, and function. Data can be exported to an Excel, XML, or an ODBC database format compatible for upload into your CMMS, EAM, or work-order systems.

FEATURES INCLUDE:

- Facility Condition Assessment access:
  - Component/system descriptions
  - Locations
  - Conditions and EUL/RUL
  - Repair and replace recommendations
  - Digital photos
  - Search and Sorting Functionality
- Prioritization of maintenance projects
- UniFormat II Cost Database
- Project Budgets and Capital Plans
- Unlimited concurrent user licensing
- Secure IT platform and back-ups
- City is the owner of data collected and residing in the database
- Online User Training and Documentation





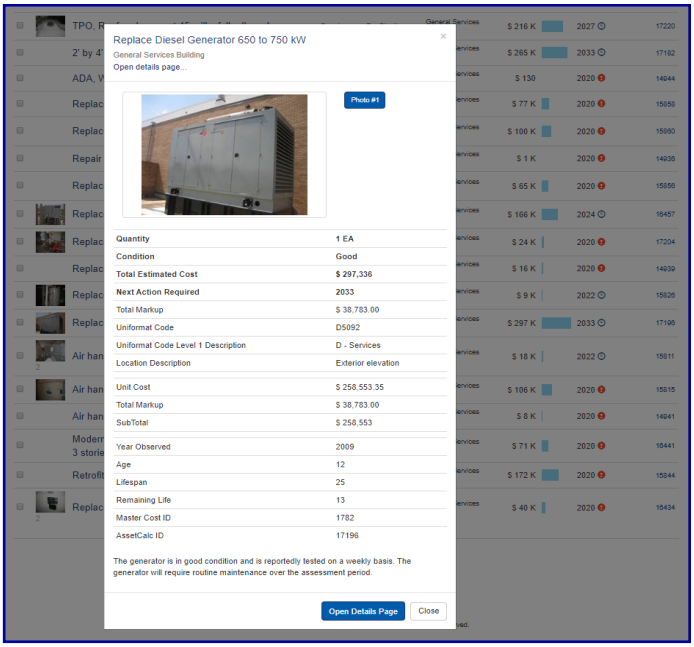


REPORTING

AssetCALC™ includes more than a dozen standard options for data summaries and reports:

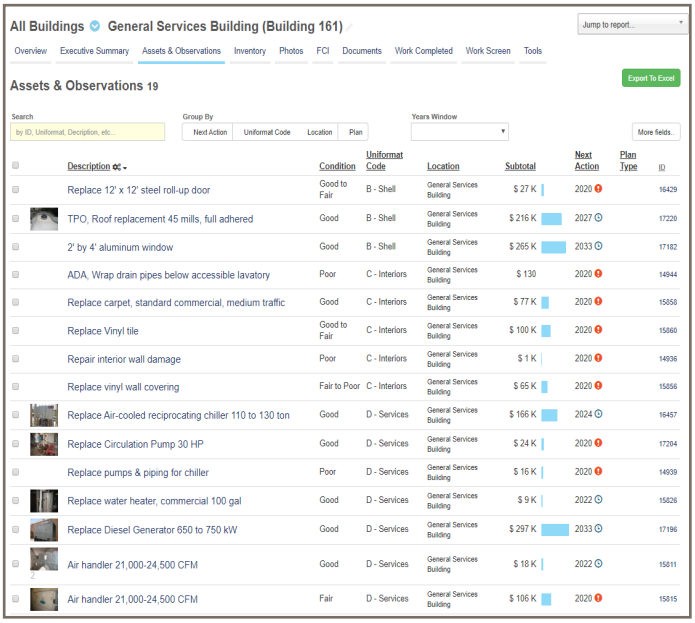
- Facility Condition Index (FCI) Reports
- Rank and Prioritize Capital Improvement Projects
- Deferred Maintenance Backlog
- Facility Queries (by building, priority, system, or dollar deficiency amount)
- Capital Budget Planning
- Year-by-Year Capital Needs Analysis
- 5, 10, or 20-Year Replacement Reserve Reports
- Custom 3rd party form automation available

Screen Shots - Additional screen shots of the AssetCALC™ Database and a live demo are available upon request.



CMMS-Ready Data

BV will collect and store all information in our SQL database. Our database allows us to routinely update and run reports for the City after the initial assessment is complete. This system also allows us to export the City's FCA data into existing or future CMMS work order platforms. BV has experience with more than 50 CMMS platforms including: CityWorks, Lucity, Brightly, Archibus, Maximo, TMA, Corrigo, Cartegraph and many more.



B. CONSULTANT'S REPRESENTATIVE

Profile

Bureau Veritas is a professional services consulting firm providing comprehensive architectural, engineering, energy, and environmental solutions. Our team includes over 800 building professionals nationwide, including Registered Architects, Professional Engineers, Certified Energy Managers, Project Managers, Environmental Professionals, Building Systems Consultants, and Code Compliance Experts.

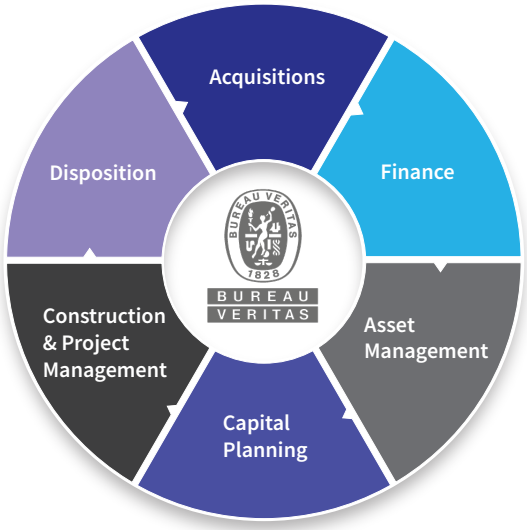
Annually, Bureau Veritas conducts thousands of assessments for Multifamily, Commercial, Industrial, Government, and Educational clients. Having successfully completed billions of square feet of building assessments, we have developed a proven and efficient methodology for the performance of field assessments and data collection.

Bureau Veritas' recommendations are based on knowledge of property conditions, life-cycle analysis, regulations, and client objectives. Bureau Veritas' subject matter expertise and understanding of buildings, parks, and property sites forms the foundation on which we team with clients to create and implement facility and portfolio management solutions.

ASSET MANAGEMENT SERVICES

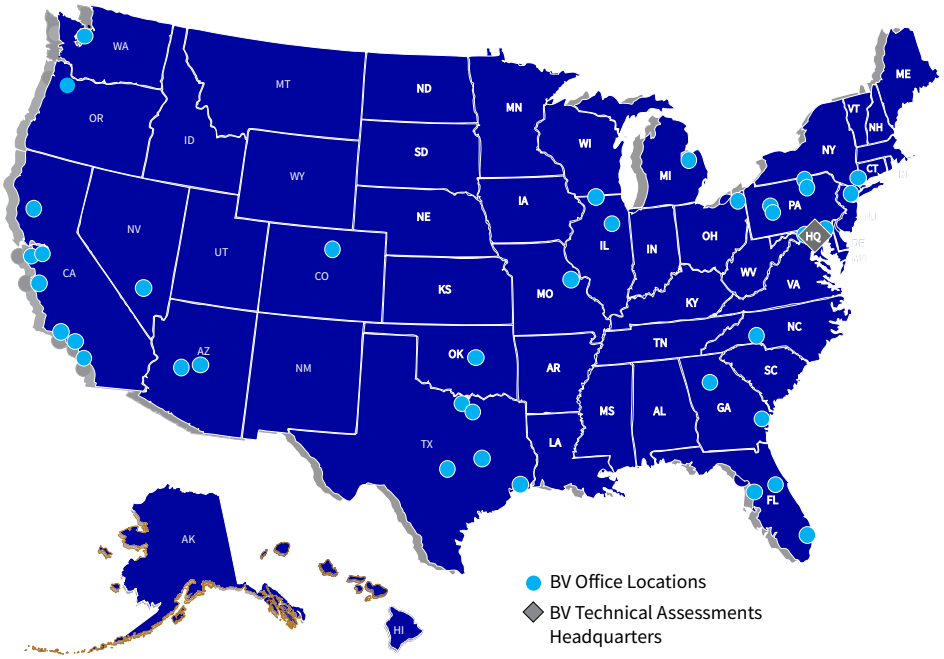
- Facility Condition Assessments
- Capital Planning Reports
- Accessibility Compliance
- Equipment and Asset Inventory
- Barcoding, QR Coding, and Tagging
- CMMS Consulting
- Preventive Maintenance Plans
- Space Analysis Studies
- Energy Audits and Modeling
- Commissioning (Cx and Rx)
- Construction Monitoring
- Project Management
- Plan and Document Review

What We Do



Company Information

Company:	Bureau Veritas Technical Assessments LLC
Year Founded:	1986
Headquarters:	6021 University Boulevard, Suite 200 Ellicott City, MD 21043
Project Office:	220 Technology Drive Irvine, CA 92618
Contact:	**Erik Piller** Executive Vice President
Telephone:	**(800) 733-0660, ext. 729704**
Email:	**Erik.Piller@bureauveritas.com**
Website:	bvna.com



C. PROJECT TEAM

BV's team includes Registered Architects with an average of over 16 years of relevant experience. These life cycle subject matter experts coordinate logistics, conduct comprehensive site assessments, analyze collected data, provide asset management strategies, create capital planning studies, and develop facility condition reports. BV also has an internal information technology group that migrates the field data and findings into CMMS platforms and other client database applications.

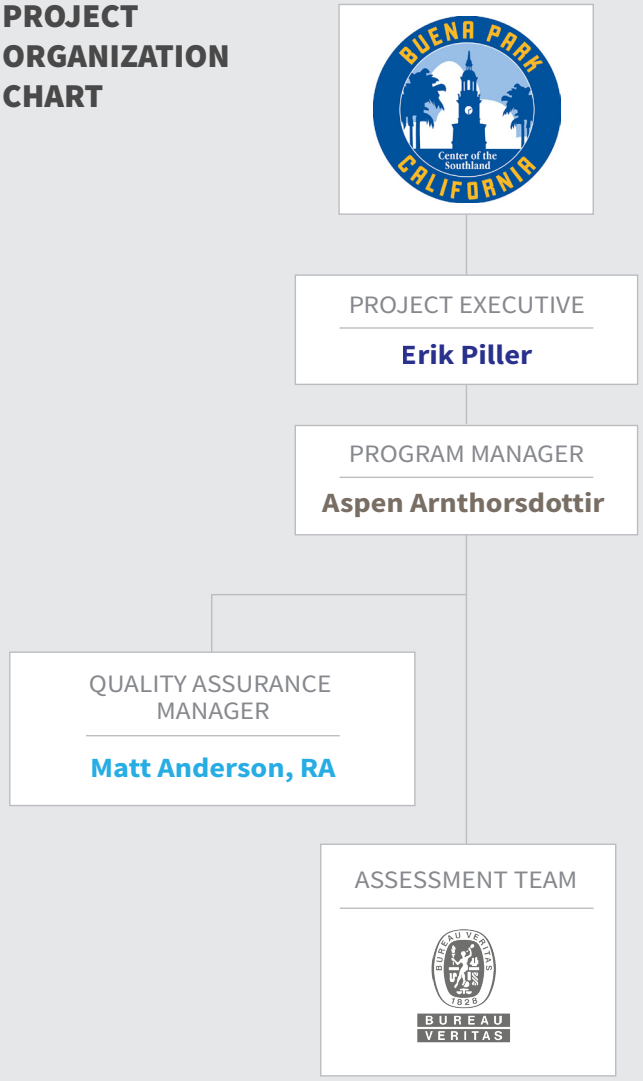
Erik Piller | Project Executive
Mr. Piller will oversee all contractual aspects of the project and be available to meet with the City for the duration of the project on an as-needed basis. He will have primary responsibility for defining the scope of engagement, and will meet regularly with BV's Program Manager and Assessment Team to assure that the City's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

Aspen Arnthorsdottir | Program Manager
Ms. Arnthorsdottir will be the primary point of contact for the City throughout the duration of the project. She will work with the Assessment Team and the City to assure project success. She will be responsible for the assessment team's overall performance, delivery of the project, and will work with City staff to develop the implementation plan based on the results.

Matt Anderson, RA | Quality Assurance Manager
Mr. Anderson will oversee the project, assuring technical, process, and content quality. He will have direct management responsibility for all technical personnel, which will allow for quick and effective implementation of quality assurance measures both at inception and throughout the duration of the project.

Assessment Team
The Assessment Team is comprised of industry professionals with direct experience in conducting Facility Condition Assessments. They will observe and describe building systems and components, identify physical deficiencies, and formulate recommendations to remedy the deficiencies.

PROJECT ORGANIZATION CHART



Resumes
Resumes for these professionals are included on the following pages.

ERIK PILLER

PROJECT EXECUTIVE

Mr. Piller has 21 years of experience in client coordination of assessment, architectural-engineering, energy consulting, and construction phase services.He has been involved with projects of similar scope to the proposed project. As Project Executive, Mr. Piller is responsible for overseeing all contractual aspects of the project and will be available to meet with the client for the duration of the project on an as-needed basis. He will have primary responsibility for defining the scope of engagement, and will meet regularly with BV's Program Manager and Assessment Team to assure that the client's needs are being met, and that the project is adequately staffed, running smoothly, and on schedule.

PROJECT EXPERIENCE:

City of Temecula, CA
Facility Condition Assessment

City of Brea, CA
Facility Condition Assessment & ADA Assessment

City of Oceanside, CA
Facility Condition Assessment

City of Laguna Beach, CA
Facility Condition Assessment

City of Monterey, CA
Facility Condition Assessment

City of Fremont, CA
Facility Condition Assessment

City of Milpitas, CA
Facility Condition Assessment

City of Palm Desert, CA
Facility Condition Assessment

City of Laguna Niguel, CA
Facility Condition Assessment

City of Redwood City, CA
Facility Condition Assessment & Energy Audit

City of Huntington Beach, CA
Facility Condition Assessment & Inventory

City of Garden Grove, CA
Facility Condition Assessment

City of El Segundo, CA
Facility Condition Assessment

YEARS OF EXPERIENCE: 21

Industry Experience

Government
K-12 Education
Multi-Family Housing

Higher Education
Industrial
Office

Retail
Hospitality

ASPEN ARNTHORSDOTTIR

PROGRAM MANAGER

Ms. Arnthorsdottir is multi-disciplinary professional with a background in architecture, focusing on strategic asset management and capital planning for public and private entities. She has extensive experience with facility condition assessment programs of all sizes, technical architectural field work, field team management, assessment program logistics, and digital data collection. She is skilled in strategic and multi-dimensional capital planning, all facets of project management and complex long-range planning. As Program Manager, she is responsible for delivering results, and is the main point of contact for the Client throughout the project.

PROJECT EXPERIENCE:

City of Costa Mesa, CA
Facility Condition Assessment, Inventory

City of Clovis, CA
Facility Condition Assessment, Inventory, Barcoding

City of Pismo Beach, CA
Facility Condition Assessment, Inventory

City of Whittier, CA
Facility Condition Assessment

Foothill De Anza Community College District, CA
Physical Needs Assessment

Claremont School of Theology, CA
Facility Condition Assessment

Salt Lake City, UT
Facility Condition Assessment

Sound Transit, WA
Facility Condition Assessment

Providence St. Joseph Health System, OR
Facility Condition Assessment & Inventory

County of Los Angeles, CA
Facility Condition Assessment & Long-Range Capital Plan

County of Los Angeles Department of Public Works, CA
Facility Condition Assessment & Capital Planning, ADA Assessment

LA County Fair Association, CA
Facility Condition Assessment & Capital

YEARS OF EXPERIENCE: 10

Education
MArch, Architecture, Southern California Institute of Architecture
Bachelor of Arts, Creative Writing, Art History, University of Iceland

MATT ANDERSON, RA

QUALITY ASSURANCE MANAGER

Mr. Anderson is a registered architect with experience in the assessment and design of residential projects in addition to construction management processes and procedures. He routinely supervises teams of architects and engineers conducting property condition assessments. He also specializes in cost estimating, government programs, and an array of other services. As Quality Assurance Manager, he will assist the Program Manager by providing QA/QC review on the data collection and reports.

PROJECT EXPERIENCE:

City of Laguna Niguel, CA
Facility Condition Assessment

City of Pico Rivera, CA
Facility Condition Assessment

Kern County, CA
Facility Condition Assessment

County of San Diego, CA
Facility Condition Assessment

City of Pasadena, CA
Facility Condition Assessment

Judicial Courts of California, CA
Facility Condition Assessment

City of Fresno, CA
Facility Condition Assessment

City of Monterey, CA
Facility Condition Assessment

City of Milpitas, CA
Facility Condition Assessment

City of Palo Alto, CA
Facility Condition Assessment

City of Menlo Park, CA
Facility Condition Assessment & Energy Audit

City of Mill Valley, CA
Facility Condition Assessment

City of Vallejo, CA
Facility Condition Assessment

City of Poway, CA
Facility Condition Assessment

Solano County, CA
Facility Condition Assessment

YEARS OF EXPERIENCE: 30+

Education
Bachelor of Architecture, California Polytechnic University

Registration
Registered Architect | CA | C15753

JESSE AZARET
ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Laguna Niguel, CA
Facility Condition Assessment, Preventive Maintenance

City of Costa Mesa, CA
Facility Condition Assessment, Inventory

City of Burbank, CA
Facility Condition Assessment, Inventory

City of Pismo Beach, CA
Facility Condition Assessment, Inventory

City of Palm Desert, CA
Facility Condition Assessment, Inventory, Barcoding

City of Aurora, CO
Facility Condition Assessment

YEARS OF EXPERIENCE: 4

Education
BA, Criminal Justice, University of Colorado Springs
BS, Mechanical Engineering, Washington State University

MICHAEL BARTON, RA
ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Costa Mesa, CA
Facility Condition Assessment, Inventory

City of Clovis, CA
Facility Condition Assessment, Inventory, Barcoding

Folsom Cordova Unified School District, CA
Facility Condition Assessment, Energy Audit

State of Utah, UT
Facility Condition Assessment

Tooele County, UT
Facility Condition Assessment

City of Aurora, CO
Facility Condition Assessment

YEARS OF EXPERIENCE: 9

Education
MArch, Architecture, University of Utah
BA, Urban Ecology, University of Utah

Certifications / Licenses
Registered Architect | UT | 14199015-0301

ELTON COLBERT
ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Clovis, CA
Facility Condition Assessment, Inventory, Barcoding

City of Cudahy, CA
Facility Condition Assessment, Space Utilization, Preventive Maintenance

City of Napa, CA
Facility Condition Assessment, Barcoding, Transition Plan

County of Nevada, CA
Facility Condition Assessment, Inventory

El Dorado County, CA
Facility Condition Assessment, Inventory

YEARS OF EXPERIENCE: 21

Education
MBA, Business Administration, University of Nevada
BS, Mechanical Engineering, University of Nevada

NAM NGUYEN
ASSESSMENT TEAM

PROJECT EXPERIENCE:

City of Whittier, CA
Facility Condition Assessment

La Mesa-Spring Valley School District CA
Facility Condition Assessment, Inventory, Barcoding

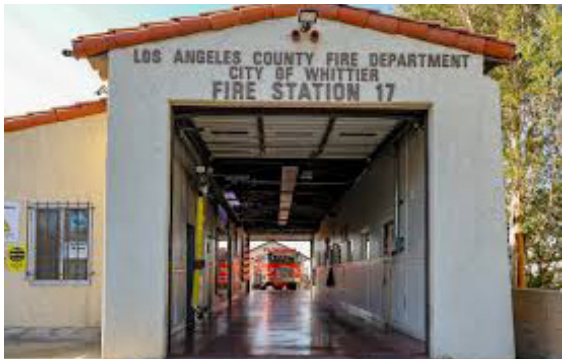
Campbell Unified School District CA
Facility Condition Assessment

Folsom Cordova Unified School District, CA
Facility Condition Assessment, Energy Audit

State of Utah, UT
Facility Condition Assessment

State of Oregon Schools, OR
Facility Condition Assessment

YEARS OF EXPERIENCE: 19

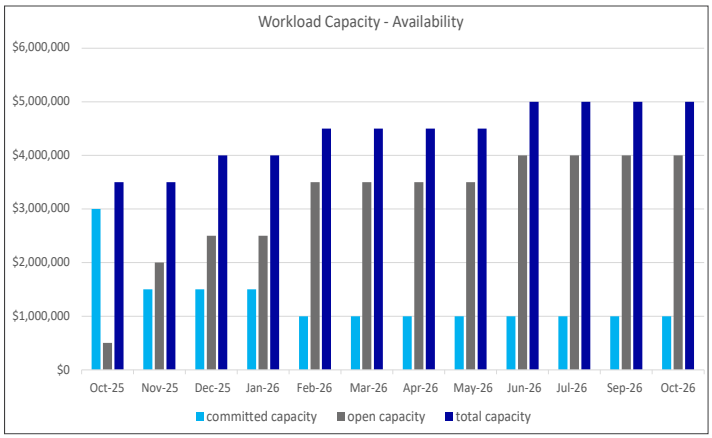


Education
Bachelors Architecture, University of Oklahoma

Availability and Capacity

BV has maintained itself as a viable, professional assessment services corporation. BV is fully staffed to manage any size project load, including simultaneous multiple site projects. Our field staff can provide a commitment of time suitable to the needs of the proposed City program. The proposed project would be a significant one for BV, and we have the in-house resources to fully staff this project without program disruption or cost impact.

BV has 800 staff and a dedicated Asset Management team. The regional team usually has approximately three to five concurrent assessment projects engaged that range from 400,000 SF to 1,000,000 SF. For example, currently we have three School Districts, one University, and three Municipal projects concurrently in progress. BV has a very scalable staff and can provide resources from one team to over ten teams on a project.



Availability of all key personnel is included in the chart below.

Key Personnel	Project Role	Years of Exp	Certification / Registration	Availability to Project	FCA Exp
Erik Piller	Project Executive	21	-	20%	✓
Aspen Arnthorsdottir	Program Manager	10	-	80%	✓
Matt Anderson	QA/QC	30+	RA	30%	✓
Jesse Azaret	Assessment Team	4	-	100%	✓
Michael Barton	Assessment Team	9	RA	100%	✓
Elton Colbert	Assessment Team	21	-	100%	✓
Nam Nguyen	Assessment Team	19	-	100%	✓

Ability to Perform in a Timely Manner

We pride ourselves on the scheduling, logistics, and mobilization of our staff to provide services at multiple sites across the country on a compressed schedule. With project managers nationwide, we can assemble a qualified team in the project area quickly. Our team is familiar with all codes governing this contract and is sensitive to the unique requirements of your community. A locally based project staff gives BV and the City the benefit of direct contact with our personnel performing and managing this project.

We are accustomed to completing large projects and have built-in measures as a part of our assessment and quality assurance methodology to ensure we complete programs to our client's satisfaction. We consider meetings, communication, scheduling, management, budget, and quality control crucial elements of each engagement.

BV has the capability to perform the full scope as listed in the RFP without the use of outside consultants. BV has in-house technical professionals with experience performing Building Asset Management Plan services. These professionals are also qualified to perform any add-on services that may be requested.

BV has the capability and experience to comply with set schedules. We will have a dedicated **Program Manager, Aspen Arnthorsdottir** serve as the **direct point of contact** for the City during the entire project. Ms. Arnthorsdottir will manage the kick-off, coordination of the field teams during the on-site assessments, and reporting process. The City will also have access to Project Executive, Erik Piller, and Quality Assurance Manager, Matt Anderson as needed, as well as the entire Assessment Team throughout the duration of the project. BV has a proven track record in **exceeding client expectations for meeting deadlines and project schedules** and is committed to the **timeliness and efficiency of report deliveries.**

D. REFERENCES

Bureau Veritas has extensive experience with Facility Condition Assessment projects. The following chart highlights a partial list of recent Bureau Veritas FCA projects completed for clients in the region.

CLIENT	STATE	SERVICES	YEAR COMPLETED
City of Anaheim	CA	Facility Condition Assessment & Energy Audit	Ongoing
City of Palm Desert	CA	Facility Condition Assessment	Ongoing
City of Pismo Beach	CA	Facility Condition Assessment	Ongoing
City of Sausalito	CA	Facility Condition Assessment	2024
City of Monterey	CA	FCA with Inventory	2024
City of Placentia	CA	FCA with Inventory	2024
City of Pacific Grove	CA	FCA with Inventory	2025
City of Pasadena	CA	Facility Condition Assessment	2023
City of Glendale	CA	Facility Condition Assessment	2023
City of Seaside	CA	Facility Condition Assessment	2023
City of Goleta	CA	Facility Condition Assessment	2023
City of Glendora	CA	Facility Condition Assessment	2023
City of Covina	CA	Facility Condition Assessment	2023
County of Riverside	CA	Facility Condition Assessment	2023
City of Burbank	CA	Facility Condition Assessment	2023
City of Rancho Cucamonga	CA	Facility Condition Assessment	2022
City of Menlo Park	CA	Facility Condition Assessment	2022
City of Palo Alto	CA	Facility Condition Assessment	2022
City of Rancho Palos Verdes	CA	Facility Condition Assessment	2022
City of Laguna Niguel	CA	Facility Condition Assessment	2022
City of Pico Rivera	CA	Facility Condition Assessment	2022
City of Alameda	CA	ADA Assessment	2022
City of Montebello	CA	Facility Condition Assessment	2021
City of Vallejo	CA	Facility Condition Assessment	2021
Judicial Courts of California	CA	Facility Condition Assessment	2021
City of Temecula	CA	Facility Condition Assessment	2021
City of Aliso Viejo	CA	Facility Condition Assessment	2021
San Joaquin County	CA	Facility Condition Assessment	2020
City of Montebello	CA	Facility Condition Assessment	2020
Sutter County	CA	Facility Condition Assessment	2020
City of Garden Grove	CA	FCA, ADA Transition Plan	2020
City of Oceanside	CA	Facility Condition Assessment	2020
City of San Marino	CA	Facility Condition Assessment	2019
City of Sacramento	CA	FCA, Master Plan	2019
City of Fullerton	CA	FCA with Inventory	2019
City of Napa	CA	FCA with Inventory	2019
City of Portola Valley	CA	Facility Condition Assessment	2019
City of Mill Valley	CA	FCA, Needs Assessment	2019
City of Stockton	CA	Facility Condition Assessment	2019

PROJECT PROFILE

CITY OF EL SEGUNDO

FACILITY CONDITION ASSESSMENT AND ADA TRANSITION PLAN

Bureau Veritas Technical Assessments LLC (BV) was awarded a contract for citywide Facilities Condition Assessment (FCA) and ADA Transition Plan in order to provide the City with guidance on how to best operate, maintain, and upgrade the facilities in the short- and long-term.

Our facility assessment services include life cycle analysis, equipment/ asset inventory, barcoding, and preventive maintenance plans. The data collected will be migrated to the City's CMMS platform and used to formulate a capital plan.

BV conducted site evaluations and documented the condition of existing facilities, perform non-destructive investigations of building, structural, architectural, ADA access, fire/life safety, MEP, energy, environmental, and roofing systems. We provided cost estimates to replace or replace building systems and generate a Facilities Condition Index (FCI) benchmark for each building.

The City required an ADA Self-Evaluation and Transition Plan for all facilities. BV inspected the sites and provided a list of prioritized barrier improvements with an order of magnitude cost estimates. Part of our deliverable was a "live" transition plan utilizing our ADA AssetCALC™ database platform.

LOCATION

El Segundo, CA

SERVICE

Facility Condition Assessment
ADA Transition Plan

SIZE

31 Facilities
262,367 SF

FACILITY TYPE

Parks
City Hall
Senior Center
Community Center
Maintenance Facility
Water Division
Fire & Police Stations

COMPLETION

2018-Ongoing

REFERENCE

Floriza Rivera
Principal Engineer
City of El Segundo Public Works Department
(310) 524-2361
frivera@elsegundo.org

PROJECT PROFILE

CITY OF GARDEN GROVE

FACILITY CONDITION ASSESSMENT AND ADA SELF-EVALUATION AND TRANSITION PLAN

The City awarded Bureau Veritas Technical Assessments LLC (BV) with a contract for ADA Evaluation and Transition Plan services and an additional option for Facility Condition Assessments to be concurrently conducted.

Our consulting services were to help the City of Garden Grove comply with all aspects of the Americans with Disabilities Act (ADA), the State of California, and local accessibility regulations in regard to its public buildings. Our assessments culminated in the production of an ADA Transition Plan, which included a schedule of improvements necessary to meet the ADA requirements, associated order of magnitude cost estimates for barrier removal, a prioritized list of improvements, and a timeline for completion of needed improvements or modifications.

We were also awarded additional services to perform ADA Surveys of PROW within +/- 1,200 feet of 35 city-owned sites to meet the requirements of Section 9.3 of the Local Assistance Procedure Manual as published by the California Department of Transportation. This included the recording of sidewalk slope and cross-slope data, path of travel barriers, and curb ramp compliance.

BV was additionally asked to provide Facility Condition Assessment services which included a life cycle analysis, inventory of assets, and a capital plan with recommendations for repair and replacements over the next 20 years. The assessment included looking at essential facilities, recreational sites, water division assets, and other community structures. Our assessors looked at all major building systems including building envelope, infrastructure, MEP, and interiors.

LOCATION

Garden Grove, CA

SERVICE

Facility Condition Assessment
ADA Transition Plan

SIZE

42 Facilities
304,389 SF

FACILITY TYPE

City Hall & Administrative Buildings
Theaters & Libraries
Fire & Police Stations
Park/Rec. Facilities & Golf Course
Community Center
Public Rights-of-Way

COMPLETION

2018-2025 - Ongoing

REFERENCE

Phillip Carter
Facilities Division Manager
City of Garden Grove
13802 Newhope Street
Garden Grove, CA 92843
(714) 741-5380
philc@garden-grove.org

PROJECT PROFILE

CITY OF PISMO BEACH

FACILITY CONDITION ASSESSMENT WITH INVENTORY

The City of Pismo Beach, located in San Luis Obispo County, initiated a comprehensive Facilities Condition Assessment to evaluate the maintenance and infrastructure needs of its 27 public facilities. The project aimed to develop a strategic, long-term maintenance plan that would help the city prioritize repairs, upgrades, and resource allocation across its diverse municipal buildings.

The assessment covered a wide range of facilities, including City Hall, Police and Fire Stations, Parks and Recreation buildings, Veterans Halls, and various public restrooms. The scope of work was extensive, requiring a detailed evaluation of each facility's building envelope, mechanical and electrical systems, interior conditions, ADA accessibility, and overall infrastructure health. Consultants were tasked with conducting thorough on-site inspections, interviews with city staff, and developing comprehensive reports that would provide actionable insights.

Key deliverables of the project included a prioritized list of maintenance needs, cost estimates for repairs and replacements, and a 5 and 10-year maintenance schedule. The assessment was designed to help the City of Pismo Beach make informed decisions about facility investments, improve service delivery, and optimize its long-term infrastructure management strategy. By identifying critical maintenance requirements and potential energy efficiency improvements, the project sought to extend the useful life of the city's public facilities while potentially reducing long-term operational costs.

LOCATION

Pismo Beach, CA

SERVICE

Facility Condition Assessment
Equipment Inventory
Fire Prevention

SIZE

27 Facilities
114,585 SF

FACILITY TYPE

Police & Fire Facilities
Administrative Buildings
Museums & Libraries
Concessions
Restrooms
Water Treatment Facilities
Pump House

COMPLETION

Ongoing

REFERENCE

Mike James
Assistant City Manager
City of Pismo Beach
760 Mattie Road
Pismo Beach, CA 93449
(805) 773-7089
mjames@pismobeach.org

PROJECT PROFILE

CITY OF ANAHEIM

FACILITY CONDITION ASSESSMENT & ENERGY AUDIT

Bureau Veritas Technical Assessments LLC (BV) partnered with the City of Anaheim to conduct a comprehensive Facility Condition Assessment (FCA) across six municipal sites. Our approach went beyond a standard assessment, providing a strategic roadmap for sustainable facility management and long-term capital planning.

Our team conducted an in-depth evaluation of each facility, meticulously examining every critical system and component. Using the ASTM E2018-24 Standard , we performed a non-invasive visual inspection that covered site infrastructure, structural elements, building envelope, mechanical systems, electrical systems, life safety features, and interior components. Our comprehensive assessment identified current deficiencies but also predicted future maintenance needs, helping the City proactively manage its assets.

Each facility will receive a comprehensive report featuring digital photographs, condition rankings, priority classifications, and a capital needs analysis. We calculated the Facility Condition Index (FCI) for each building, providing a clear metric of the facility's overall condition relative to its replacement value.

In addition, we performed an ASHRAE Level II Energy Audit and a Total Cost of Ownership (TCO) study. These additional analyses provided insights into energy conservation opportunities, operational efficiency, and long-term financial planning. By integrating facility condition, energy performance, and lifecycle cost analysis, we offer the City a comprehensive approach to municipal asset management that supports fiscal responsibility and sustainable infrastructure development.

LOCATION

Anaheim, CA

SERVICE

Facility Condition Assessment
Energy Audit
Total Cost of Ownership

SIZE

994,556 SF
6 Sites

FACILITY TYPE

City Hall
Parking Structures
Police Department
Fire Department
Library
Office

COMPLETION

Ongoing

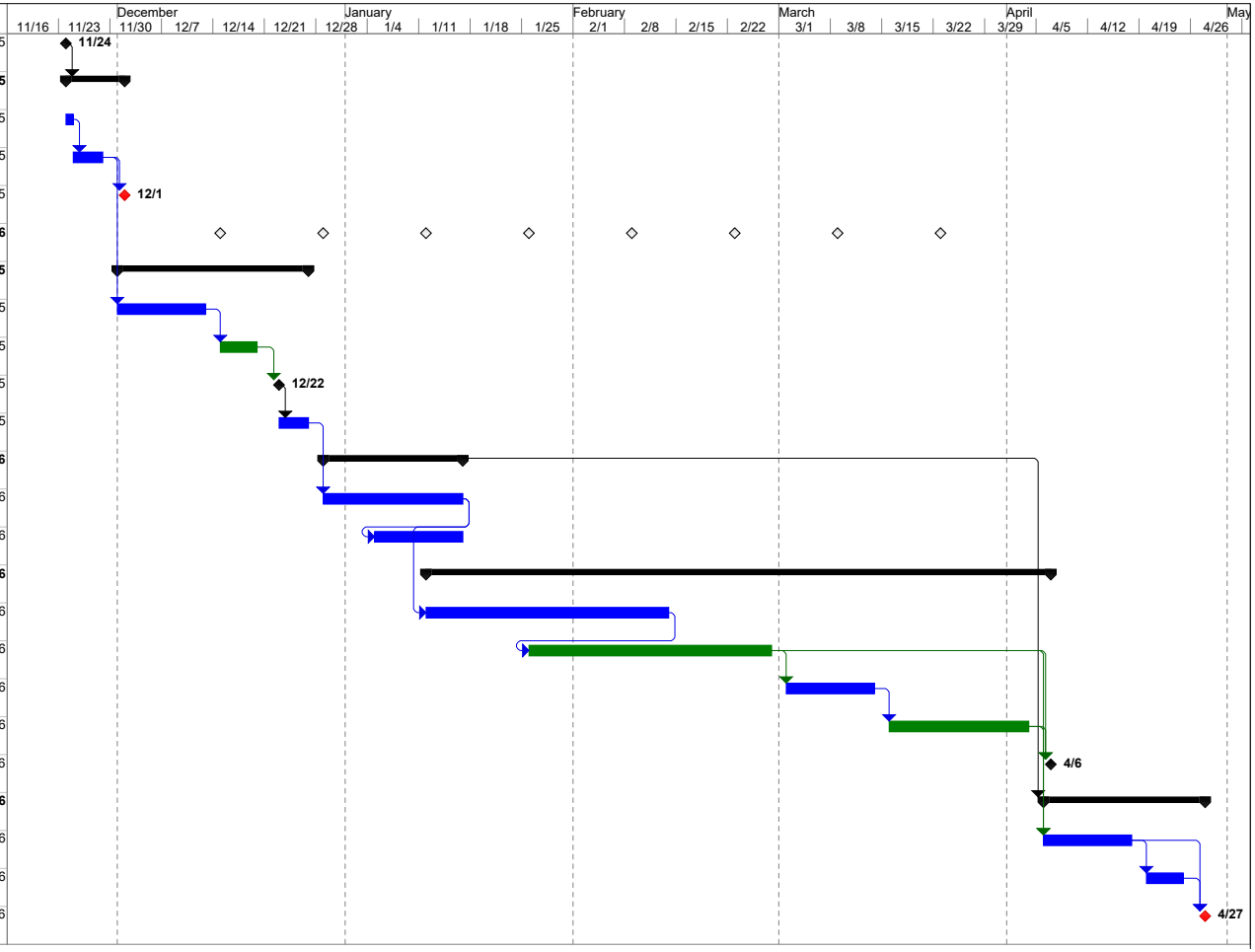
REFERENCE

Raul Garcia, PE, PLS
Construction Services Manager
City of Anaheim
200 S. Anaheim Blvd.
Anaheim, CA 92805
(714) 765-5255
rgarcia1@anaheim.net

E. SCHEDULE

BV has the ability and resources to complete the Building Asset Management Plan assessments in a timely manner. The following details our proposed timeline to complete the project. This schedule is open to negotiations between the City and BV.

ID	Task Name	Start	Finish
1	Notice to Proceed	Mon 11/24/25	Mon 11/24/25
2	**Review Period with Buena Park**	**Mon 11/24/25**	**Mon 12/1/25**
3	Mobilization and Program Planning	Mon 11/24/25	Mon 11/24/25
4	Database Review and Customization	Tue 11/25/25	Fri 11/28/25
5	Kickoff Meeting	Mon 12/1/25	Mon 12/1/25
6	**Progress Updates (teleconference)**	**Mon 12/15/25**	**Mon 3/23/26**
15	**Field Data Collection - Pilot Program Assessments**	**Mon 12/1/25**	**Fri 12/26/25**
16	Pilot Program Assessment and Draft Report	Mon 12/1/25	Fri 12/12/25
17	Pilot Data Buena Park Review	Mon 12/15/25	Fri 12/19/25
18	Pilot Review Meeting (Teleconference)	Mon 12/22/25	Mon 12/22/25
19	Protocol and Procedures Revisions	Tue 12/23/25	Fri 12/26/25
20	**Field Data Collection**	**Mon 12/29/25**	**Fri 1/16/26**
21	A/E Team: Facility Conditon Assessments	Mon 12/29/25	Fri 1/16/26
22	Cost Estimating, Prioritization	Mon 1/5/26	Fri 1/16/26
23	**Draft Report Deliverable Period - Data Development**	**Mon 1/12/26**	**Mon 4/6/26**
24	BAPM Report Deliverable (Rolling Delivery)	Mon 1/12/26	Fri 2/13/26
25	Buena Park Review of Draft BAMP (60%)	Mon 1/26/26	Fri 2/27/26
26	BAPM 90% Report Deliverable (Rolling Delivery)	Mon 3/2/26	Fri 3/13/26
27	Buena Park Review of Draft BAMP (90%)	Mon 3/16/26	Fri 4/3/26
28	Draft Review Meeting (Teleconference)	Mon 4/6/26	Mon 4/6/26
29	**Final Report Deliverable Period**	**Mon 4/6/26**	**Mon 4/27/26**
30	Revisions to BAMP Report	Mon 4/6/26	Fri 4/17/26
31	Preparation of Preventive Maintenance Plans	Mon 4/20/26	Fri 4/24/26
32	Final Presentation / Meeting	Mon 4/27/26	Mon 4/27/26



G. SUBCONSULTANT

BV does not plan to utilize any subconsultants on this project.

EXHIBIT A-2

[Consultant's Fee Proposal dated October 16, 2025, behind this page]

CITY OF BUENA PARK

RFP FOR BUILDING ASSET MANAGEMENT PLAN

FEE PROPOSAL

November 3, 2025

BUREAU VERITAS | ERIK PILLER
P (800) 733-0660 | ERIK.PILLER@BUREAUVERITAS.COM

F. BUDGETS

The following fees include all costs associated with travel, lodging, car rental, food, tools, equipment, and all other miscellaneous expenses applicable to the work related to this project.

SERVICES	FEE (Fixed Price)
Building Asset Management Plan	**$202,121.24**

BUREAU VERITAS FEE BREAKDOWN		LUMP SUM TOTAL	$	202,121.24
PROGRAM MANAGEMENT & MEETINGS			$	12,270.00
FACILITY / SITE ASSESSMENTS			$	52,030.96
FACILITY / SITE REPORTING - BAMP			$	120,745.00
OTHER			$	17,075.28
	Preventive Maintenance Plan		$	10,267.64
	Barcode Affixation		$	5,267.64
	Barcode Labels (Qty 2000)		$	1,540.00

HOURLY RATES

Team Role	Hourly Rate ($)
Project Executive	$190.00
Program Manager	$140.00
Project Manager I (PE/RA)	$120.00
Project Manager II (PE/RA)	$130.00
Quality Control Manager	$135.00
Technical Report Reviewer	$115.00
Administrative	$80.00

BV will submit a monthly invoice inclusive of all services performed during that period. The per site fee will be established per the schedule of values provided at the program kick-off, and invoiced at the billing milestones stated below. Invoices will be payable within 30 days of receipt:

Completion of onsite assessments: *50% of per site fee*
Delivery of Draft Reports: *45% of per site fee*
Delivery of Final Reports: *5% of per site fee*

Upon receipt of each monthly invoice, the amount due per billing milestone is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact BV-invoicing@BVNA.com to pay via credit card or to receive wiring instructions. Please ensure that BV Proposal #177371.25P or invoice number is clearly identified on all payments and correspondence for proper credit.

Please submit all draft comments to BV within 60 days of draft delivery. Unless otherwise communicated, BV will consider all drafts approved for finalization after 60 days, and the remaining balance due will be invoiced.

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)

BUILDING ASSET MANAGEMENT PLAN

Proposal Due Date: October 16, 2025 BY 3:00 PM

RFP Administrator:

Hyang Sun 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 18, 2025

OVERVIEW

The City of Buena Park (City) is seeking a qualified consultant, firm, or suppliers (Consultant) to conduct a comprehensive assessment and develop a Building Asset Management Plan (BAMP) for the City's current infrastructure and assets under its care and control for the next decade.

The City's infrastructures and assets represent the residents and the community's investments made over multiple generations. To ensure the continued provision of essential services to residents and the community, the City needs to effectively manage these valuable assets for both current and future needs.

The BAMP will cover **all City-owned buildings and facilities**, including but not limited to City Hall and administrative offices, park buildings, recreation facilities, public restrooms, playground structures with bleachers, shade structures, historical and cultural properties, maintenance facilities, and storage/operational buildings.

The consultant shall:

- Create a complete inventory of all assets, including type, location, size, year built, and current use.
- Conduct a detailed condition assessment of both the exterior and interior of each facility, including paint, carpet, flooring, roofing, windows, doors, HVAC systems, electrical, plumbing, restroom fixtures, ADA accessibility, and other major infrastructure components.
- Perform assessments in accordance with ASTM E2018-15 Standard Guide for Property Condition Assessments.
- Interview key City staff, including maintenance personnel, and review available construction, operations, and maintenance records.
- Provide and assign condition ratings to building components, and estimate the remaining useful life of all physical assets.
- Calculate Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility.
- Integrate asset and condition data into the City's ArcGIS system, including GPS coordinates, digital photos, manufacturer/model data, and relevant documentation.
- Establish protocols and Excel format to track the asset data.
- Develop a prioritized list of recommended repairs, upgrades, and replacements for the next 10 years and categorized by criticality (critical, high, medium, low).
- Recommend corrective actions for all identified deficiencies and support development of the City's Capital Improvement Plan (CIP) with detailed cost estimates.

The City encourages Consultants to thoroughly review this document. Proposals will be evaluated based on the Consultant's qualifications and City selection criteria. Please note, this is a prevailing wage job and this requirement needs to be reflected in your proposal.

QUALIFICATIONS

MINIMUM QUALIFICATIONS

- Satisfactory completion of at least three (3) complete BAMPs within last five (5) years for municipal or large-scale commercial organizations, and provide references;
- Consultant Project Manager must have a minimum of three (3) years of direct experience managing BAMP;
- Expertise in relevant asset management standards, frameworks, and other best practices;
- Experience in data collection, asset condition assessment, and lifecycle analysis of building assets, with a solid understanding of key principles that drive these processes;
- Provide resumes of personnel who will be directly involved in the project;
- Ability to deliver work consistent with the latest City-adopted formats;
- Strong project management capabilities, including ability to work collaboratively with City staff and stakeholders to ensure timely and effectively deliver of project milestones;
- Strong communication and report writing skills, with the ability to present complex technical information in an accessible manner; and
- Knowledge and familiarity working 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 plan approach changes with the City, agencies, and other constituents that may provide plan approach input, suggestions or restrictions for the project. The plan approach may be altered through additional coordination efforts. All changes to scope shall be documented and approved by the City.

2. **Facility Condition Assessment and Inventory of Assets**

   Consultant shall coordinate with key City staff including facility maintenance personnel and conduct comprehensive facilities condition assessments for the facilities listed on Attachment A. Consultant shall inventory all major building equipment and provide data in excel spreadsheet format capable to incorporated into existing City's system.

3. **Building Asset Management Plan (BAMP)**

   At a minimum, the BAMP shall include the following components:

   a. **Executive Summary**

   b. **Introduction and Background**

   - Categorization of building assets per type, quantity, and value, including all administrative buildings, park facilities, recreation centers, public restrooms, playground structures with bleachers, shade structures, historical buildings, and maintenance/storage facilities
   - Asset management goals and objectives
   - Road map of the asset management process
   - Key stakeholders and their responsibilities
   - Applicable legislation and regulatory requirements

c. **Lifecycle Management Plan**

- Lifecycle management framework
- Asset replacement value, locations, and deficiencies
- Condition grading and performance scoring for both exterior and interior systems, including paint, flooring, carpet, roofing, windows, doors, HVAC systems, plumbing, electrical, restroom fixtures, ADA compliance, playground surfacing, playground structures, bleachers, shade structures, and other major building infrastructure
- 10-year financial needs forecast

d. **Capital Improvement Plan (CIP)**

- Identification of critical assets, failure modes, and impacts
- Utilize risk assessments & resiliency evaluation in building a 10-year CIP program
- 10-year financial budgeted forecast
- Valuation forecasts and assumptions
- Maintenance service schedule of assets
- Provide an overview of anticipated future staffing and fleet vehicle needs

e. **Asset Management Data**

- Provide data in excel spreadsheet format to track asset data for each facility, to be integrated into the existing City system

f. **References**

g. **Appendices**

Deliverables

- Complete digital and hard-copy inventory of all City facilities, including location, type, size, age, and use
- Prioritized 10-year improvement plan, categorizing projects as critical, high, medium, or low priority including cost estimate for improvement
- Provide Maintenance Service Schedule for all assets

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. Consultant's key staff shall coordinate and attend a kick-off meeting followed by monthly project progress meeting. In addition to these meeting, communication between Consultant and City staff via email and telephone will be on-going throughout project.

Consultant shall submit a draft 60 percent Building Asset Management (BAM) plan and allow four (4) weeks for City review. All comments shall be addressed prior to submitting the draft 90 percent BAM plan. Consultant shall allow an additional three (3) weeks for City review of the 90 percent submittal. Comments from the 90 percent submittal shall be incorporated in the final BAM plan.

Any potential out of scope items shall be discussed and approved prior to initiating the out-of-scope work. The status of the project budget shall be discussed relative to the amount of work expended and estimated percent complete.

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 18, 2025
- RFI to be Submitted..... September 25, 2025
- Proposal Due Date ..... October 16, 2025
- City Council Award ..... November 12, 2025
- PSA Execution..... November 20, 2025
- Project Kick-Off Meeting..... December 1, 2025
- 60 Percent BAM Plan Submittal..... February, 2026
- 90 Percent BAM Plan Submittal..... April, 2026
- 100 Percent (Final) Submittal..... May, 2026

REGISTRATION:

Proposals will only be considered from Companies that meet the following prerequisites:

- Have registered as a "Prospective Bidder" on the City's electronic Current Prospective Bidder List. Appear on the Prospective Bidder List for this procurement solicitation by registering at: https://www.planetbids.com/portal/portal.cfm?CompanyID=39485
- Prospective Bidders should register under the following commodity codes:
  - 91842 – Engineering Consulting
  - 92500 – Engineering Services, Professional
- Companies that fail to appear on the Prospective Bidder List for this RFP will be unable to participate based on all addenda being issued online. Once registered, Companies must download this RFP by clicking "Place eBid" under their name in order to appear on the Bidder's List as "Prospective Bidder." Companies that fail to specifically download this RFP will not appear on the Bidders' List and will be unable to participate for this RFP.

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" paper.
- 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. BUDGETS: Provide a breakdown of the estimated hours and billing rates for each individual for each project task defined in the scope of work. The fee schedule shall show subtotal per each Categories listed in Attachment A. The fee schedule 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:

All prospective Companies submitting a proposal must appear on the City's electronic Current Prospective Bidders List as a "Prospective Bidder." Companies shall register on the City's Electronic Bidding System, PlanetBids Vendor Portal. Once registered, Companies must **download the RFP by clicking "Place eBid" while logged in** under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the RFP by clicking "Place eBid" will not appear on the Current Prospective Bidders List, and as such will not be able to receive all proposal communications and will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact the hosting vendor:

PlanetBids: (818) 992-1771

Proposals are due by **3:00 PM on October 16, 2025** to the RFP Administrator at the City of Buena Park Public Works counter. Postmarks will not be accepted.

RFP Administrator:
Hyang Sun 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 "**Proposal – 2025 Building Asset Management Plan**".

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:

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this RFP **shall be submitted via "Q&A"** through the City's Electronic Bidding System, PlanetBids Vendor Portal before the deadline and according to these specifications herein.

The Final day for receipt of questions from the Proposer shall be on or before September 25, 2025 before 3:00pm PDT. To ensure fairness and avoid misunderstandings**, all communications must be in written format** and submitted only in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on PlanetBids.

All Changes to the RFP itself shall only be made by the City via a written addendum. All addenda will be published via **PlanetBids.** All addenda 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 BAMP and familiarity with asset management system. Experience with creating a computer model based on available data. Familiarity with City standards, provisions, policies, and operations. The Consultant's recent experience in conducting work for contracts of similar scope, complexity, and magnitude, particularly for government agencies. Client references.	30%
Project Approach – The Consultants response in developing a comprehensive plan while meeting requirements and the City's specific needs. The quality and appropriateness of the proposed methodology and work plan. 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. The City reserves the right to award an agreement based on any combination of categories as deemed in the best interest of the City. 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 subsonsultants is at the sole discretion of the City.

ATTACHMENTS

- **Attachment A – List of Current Buildings and Square Footage**
- **Attachment B – Draft Professional Services Agreement (PSA)**

Attachment A

List of Current Buildings and Square Footage

Category 1 Buildings and Square Footage

Buildings	Address	Square Footage
City Hall	6650 Beach Blvd	43,000
Police Department	6640 Beach Blvd	55,060
PD Range	6640 Beach Blvd	5,600
Community Center	6688 Beach Blvd	23,689
Orchid Room M104	6688 Beach Blvd	1,085
City Yard	6955 Aragon Cir	100,461
Whitaker-Jaynes Estate	6631 Beach Blvd	1,500
Stage Stop Hotel	6601 Beach Blvd	5,760
Heritage Hall	8152 Knott Ave	9,500
Liberty Hall	8150 Knott Ave	8,128
Veterans Hall	8150 Knott Ave	7,004
Senior Center	8150 Knott Ave	24,056
Ehlers Administration Offices	8150 Knott Ave	5,766
	Total Footage	**290,609**

Category 2 Buildings and Square Footage

Buildings	Address	Square Footage
Booster Station	*- to be provided after award -*	2,250
Well House F	*- to be provided after award -*	240
Well House L2	*- to be provided after award -*	300
Well House C	*- to be provided after award -*	250
Well House H	*- to be provided after award -*	225
Well House K	*- to be provided after award -*	210
Well House L	*- to be provided after award -*	1700
Reservoir Building	*- to be provided after award -*	144
	Total Footage	**5,319**

Category 3 Buildings and Square Footage

Buildings	Address	Square Footage
Metrolink	8400 Lakeknoll Dr	3,100
Fire Station 61	7440 La Palma Ave	21,160
Fire Station 62	7780 Artesia Blvd	5,500
Fire Station 63	9120 Holder St	5,960
	Total Footage	**35,720**

Category 4 Parks and Acreage (including Park Facilities)

Park Names	Address		Acres
Park Facilities		***Square Footage***	
Bellis Park	7171 8th St		21.45
Bellis Maintenance Yard		2,200	
Bellis West Snack Bar		1,150	
Bellis Score Tower 1		126	
Bellis Score Tower 2		126	
Bellis Score Tower 3		126	
Bellis East Snack Bar		1,000	
Boisseranc park	7520 Dale St		20
Boisseranc Clubhouse		2,100	
Boisseranc Restrooms		1,100	
Brenner Park	7373 San Rafael Dr		4.5
Brenner Clubhouse		1,600	
Beat Park	6600 Mt. Shasta Cir		2
John Beat Restroom		500	
Larwin Park	6150 Ball Rd		5.9
Larwin Restrooms		300	
San Antonio Park	8810 San Francisco Dr		6
San Antonio Restroom		700	
Heroes Park	6200 San Rolando Cir		6
Heroes Restroom		400	
Friendship Park	5290 Cameron Dr		6.9
Friendship Restroom		400	
Peak Park	7225 El Dorado Dr		15.8
Peak Park Pool		4,900	
Peak Park Clubhouse		900	
Peak Park Restroom		400	
Peak Park Shed 1		500	
Peak Park Shed 2		500	
Images Park	5600 Stratford Cir		0.5
Coleman Park	4th St and Stanton Ave		0.5
Gomez Park	7501 8th St		0.58
Whitaker Park	8401 Montana Ave		3.2
Whitaker Restrooms		500	
	Total Footage	***19,528***	
	Total Acres		**93.33**

Attachment B

Draft Professional Services Agreement (PSA)

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 25-XX

DATE: _____

SERVICES: Comprehensive Assessment and Develop a Building Asset Management Plan

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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November 12, 2025
NEW BUSINESS
Item No. 5B.

City Council Agenda Report

PROFESSIONAL SERVICES AGREEMENT WITH ECONOMICS, INC. FOR ANNUAL SB 1383 CONSULTING SERVICES

PREPARED BY	PRESENTED BY
Laurie Aubuchon, Senior Management Analyst	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 a professional services agreement with EcoNomics, Inc. in the amount of $124,989 for continued assistance in implementing the City's edible food recovery program and related requirements of Senate Bill 1383; 2) Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080 (H), which allows the City Council to dispense with bidding when it is in the best interest of the City; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 4) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On July 26, 2022, the City Council approved an agreement with EcoNomics, Inc. in the amount of $93,950 to design and implement the City's edible food recovery program, as required by SB 1383. The City obtained a $116,064 grant from CalRecycle, which was used to fund the contract.

On October 10, 2023, the City Council approved an agreement with EcoNomics, Inc. in the amount of $94,905 to continue implementation of the edible food recovery program. The City applied for a Local Assistance Grant from CalRecycle in November of 2023 and was awarded $224,342. Expenditures from this grant had to be justified to CalRecycle on a quarterly basis before the City could obtain the funds.

On November 12, 2024, the City Council approved an agreement with EcoNomics, Inc. in the amount of $120,003 to continue implementation of the edible food recovery program.

DISCUSSION

Senate Bill 1383 (SB 1383), also known as California's Short-Lived Climate Pollution Reduction Strategy, requires the City to implement an Edible Food Recovery Program that includes outreach and record keeping with food providers such as restaurants, cafeterias, and wholesalers to reclaim edible food that would otherwise be disposed in landfills. SB 1383 seeks to recover 20% of currently disposed edible food for human consumption by 2025.

Beginning January 1, 2024, the City started monitoring edible food generators, including grocery markets, cafeterias, and restaurants that meet specified criteria, to ensure they establish relationships with edible food recovery organizations in order to divert edible food from landfills to those with food insecurities in California through arrangements with food banks and other food distribution services.

The City's role in this regard is to enforce and facilitate the collection of edible food by educating food producers of their legal responsibilities and to obtain and report to the state the quantities of edible food that are diverted from the waste stream and provided to food recovery organizations. There is no termination date for the City's responsibilities under SB 1383 and, as such, the need to retain a consultant is crucial to the implementation of this program.

EcoNomics, Inc. has designed and implemented an edible food recovery program for the City under their previous contracts. This included developing an outreach and educational program, implementing a record-keeping program, and facilitating relationships with edible food producers and edible food recovery organizations. EcoNomics, Inc. will continue to build on the previous agreements' efforts with education and outreach activities, data collection, enforcement protocol development, and procurement of recycled organic-content products.

After careful consideration, staff has determined that engaging EcoNomics, Inc. directly, rather than pursuing a competitive bidding process, best supports the objectives and timeline of this project. EcoNomics, Inc. offers a unique combination of experience, technical expertise, and familiarity with our specific SB 1383 requirements that would be difficult to replicate through an open solicitation. Their prior and current involvement with related projects in similar organizations, such as the cities of Anaheim, Tustin, Mission Viejo, and Lake Forest, as well as their respectable status with CalRecycle, ensures continuity, minimizes onboarding time, and reduces the risks associated with integrating a new vendor.

This report has been reviewed and approved by the Purchasing Manager.

BUDGET IMPACT

For the 2026 calendar year, the cost of EcoNomics, Inc.'s standard tasks for SB 1383 assistance is $124,989. This amount is included in the current, adopted 2025-26 Annual Budget (Account No. 11-190137-9806).

Attachments

PSA_EcoNomics_11-03-24.pdf
BP Proposal for Calendar Year 2026 11032025.pdf

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT 25-36

DATE: November 12, 2025

SERVICES: SB 1383 Implementation Assistance

PROJECT: Edible Food Reuse Program

PARTIES TO THE AGREEMENT:

"CITY": City of Buena Park, a California Municipal Corporation

City Representative:
Name: Mina Mikhael, P.E.
Title: Director of Public Works/City Engineer
Tel.: (714) 562-3672
Email: mmikhael@buenapark.com

"CONSULTANT": EcoNomics, Inc., a California Corporation

Consultant Representative:
Name: Trevor Blythe
Title: Owner and President
Tel.: (858) 886-6657
Email: trevor@economicsinc.net

SUMMARY OF TERMS:

Start Date: **January 1, 2026**

End Date: **December 31, 2026**

Contract Value: $ **124,989.00**

Services a "Public Work": NO [_X_] YES [___] (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 November 12, 2025, between the City of Buena Park, a California charter city ("*CITY*"), and EcoNomics, 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 January 1, 2026 and shall remain in full force and effect until December 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 $124,989.00 ("*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 Intentionally Deleted.

10.3 Indemnification for Services. To the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall

be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

.2 Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

.3 Employer's Liability: $1,000,000 per accident for bodily injury or disease.

.4 Professional Liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the “Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer’s Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively “*Additional Insureds*”). Additional Insured endorsements shall not: (a) be limited to “Ongoing Operations”; (b) exclude “Contractual Operations”; (c) restrict coverage to the “Sole” liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and "delegation" means any sale, gift, pledge,

hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **EcoNomics, Inc.** **Name of Business**
Signature	Signature
Name: Aaron France	Name: **Trevor Blythe**
Title: City Manager	Title: **Owner / President**

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 SB 1383 Implementation Assistance ("PROPOSAL"), attached as "Exhibit B."

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

The schedule consists of 1,449 total staff hours, over the course of the 2026 calendar year, as outlined on page 12 of CONSULTANT's PROPOSAL, attached as "Exhibit B."

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

The total cost for services for 2026 is $124,989.00, as shown on page 12 of the Proposed Buena Park Budget contained in the CONSULTANT's PROPOSAL, attached as "Exhibit B."

EXHIBIT B

[ATTACH CONSULTANT'S PROPOSAL, DATED NOVEMBER 3, 2025, BEHIND THIS PAGE]

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 $250 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 $250 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 $250 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
_EcoNomics, Inc._____	_Trevor Blythe, Owner / President_____
NAME OF COMPANY	NAME, TITLE

DATE: November 3, 2025

TO: Laurie Aubuchon
Management Analyst
Department of Public Works
City of Buena Park
6955 Aragon Circle
Buena Park, CA 90620

FROM: Trevor Blythe
President
EcoNomics, Inc.

RE: Proposal for SB 1383 Implementation Assistance – Calendar Year 2026

Per the City's request, EcoNomics has developed the following scope of work to assist the City with implementing programs mandated by SB 1383. We have also included tasks to coordinate with CalRecycle and Edco to conduct waste characterization studies to baseline the City's current diversion efforts in alignment with the recently adopted Climate Action and Adaptation Plan (CAAP) and explore the possibility of resetting the City's SB 1383 procurement target using the protocols set forth in AB 2346. Additionally, we have included a task describing our level of support when CalRecycle's Jurisdiction Assistance and Compliance Enforcement (JACE) conducts its compliance review of the City's SB 1383 diversion efforts. A description of each proposed task and a proposed not-to-exceed budget is enclosed.

Task 1: Procurement of recycled organics-content products (ROCPs)

SB 1383 requires the City to develop procurement systems to ensure that an annual tonnage target of recycled-organic content products (ROCP) materials are purchased. Based on the City's 2020 population of approximately 84,000, the City will be required to purchase over 6,700 tons of compost per year (or an equivalent amount of energy or fuel products derived from organic materials). With passage of AB 1985, the City will be required to attain 30% of its procurement target in 2023 (2000 tons), 65% in 2024 (4,370 tons), and 100% by 2025. The procurement provision of SB 1383 has proven to be challenging to jurisdictions throughout Orange County and the state. To this end, AB 2346 has been adopted and will allow additional procurement actions to count towards the City's goal, including edible food recovery, on-site chipping of tree trimmings by the City's contractors, investments to increase organics processing infrastructure, and community composting. EcoNomics will assist the City with interpretation of this law and identify pathways to implementing the requirements. We can also assist with assessing the feasibility of purchasing environmental attributes for electricity used by City Facilities to count towards the City's procurement target via biomass credits. Additionally, EcoNomics will conduct

the following actions to assist the City with SB 1383 procurement compliance on an as needed basis:

- Assist City with interpretation of SB 1383 ROCPs requirements
- Conduct baseline inventory of current ROCPs purchased by the City and determine additional purchases needed to comply with annual procurement target
- Analysis of City's energy and gas use to determine ROCP credits from current energy usage
- Analysis of hauler RNG usage to determine eligibility to count towards City's ROCP target
- Coordination with CalRecycle to 'right-size' procurement target if City cannot reasonably obtain ROCP target based on past procurement policies
- Assist City with updating procurement policy to incorporate the requirements of SB 1383 into City-wide purchases, including recycled-content requirements for custodial paper products mandated by AB 661
- Assess current paper procurement policy to determine if City is in compliance with 30% post-consumer content paper purchasing policy
- Assist in implementing administrative policy and municipal code language to facilitate achievement of procurement requirements
- Assist City in processing amendments to contracts for 'direct-service providers' to require the application of mulch or compost products or to use RNG
- Develop procurement tracking and reporting system internally and with City's vendors
- Assist in reporting procurement targets to CalRecycle
- Assess feasibility and cost-efficacy of brokered option of purchasing compost for application outside of City limits
- Analysis of AB 2346 impacts on City's procurement system
- Coordinate with OCPA to identify SB 1383-procurement credit-eligible source of electricity for use by City facilities
- Other procurement-related tasks, as needed

Task 2: CalRecycle Reporting and Recordkeeping

Task 2.1. Update/Maintain Edible Food and Other Sections Implementation Record

Jurisdictions must maintain all records required by the SB 1383 regulation in an Implementation Record (14 CCR Section 18995.2).

The EcoNomics team will compile and maintain the City's SB 1383 Implementation Record for the following areas. Currently, EDCO has an online platform where the City's other implementation record information is maintained.

- Edible Food Recovery
    - Identify and compile documentation for City's edible food recovery program: list of edible food recovery organizations; list of edible food recovery services; list of

commercial edible food generators; documentation of the actions City has taken to increase edible food recovery capacity (if needed); inspection documentation for each: edible food recovery organization/service and commercial edible food generators.

- Recovered Organic Waste Product Procurement
    - Identify and compile documentation for organic waste procurement: description of program(s); procurement tracking; environmental purchasing policy invoices; jurisdiction third-party procurement records; publicly owned treatment works written certification (if applicable); biomass written certification; mulch enforceable mechanisms; and any supporting documentation.
- Paper Procurement
    - Identify and compile documentation for paper procurement: paper proof of purchases; copies of paper certifications; and any supporting documentation.
- Inspection and Enforcement
    - Identify and compile documentation for inspections and enforcement: copies of all documentation of inspections; enforceable action copies; Notice of Violation supporting evidence; and copies of educational material issued to non-compliant generators.

Task 2.2. CalRecycle Assistance

Conference Call and CalRecycle Annual Visit

EcoNomics is familiar with the Orange County CalRecycle Local Assistance and Market Development (LAMD) representatives and how data gathered during the site visits and conference calls is used to assess a jurisdiction's compliance. EcoNomics assisted the City in 2024 and 2025 with its site visits and conference calls.

EcoNomics will prepare and facilitate the CalRecycle Annual Visit agenda and update informal plans, and, when applicable, facilitate tours of properties that showcase innovative and cost-saving diversion programs for CalRecycle's annual site visit.

2.3. Assistance with CalRecycle JACE Compliance Review

As of October 31, 2025, JACE's compliance review is not scheduled for the City of Buena Park. EcoNomics estimates full assistance with the CalRecycle JACE compliance review will cost between $25,000-45,000. Additionally, the proposed budget for JACE Compliance Review assistance assumes full-service 'turnkey' assistance with the compliance review. EcoNomics is open to exploring ways to mitigate costs by using City staff and hauler team members wherever applicable. CalRecycle confirmed JACE will complete compliance reviews for all jurisdictions by December 31, 2026. The following steps will be taken by EcoNomics for the JACE Compliance Review:

1. **Coordinate and Attend Pre-Meetings and Field Site Visit.** Prepare for and attend preparation meetings with City and hauler. Prepare for and attend initial meetings with JACE. Assist in preparation and coordination with City and hauler to provide field site visit information for CalRecycle (i.e., routing information, commercial edible food generators listing, City facilities). Communicate with CalRecycle in preparation for visit. Shadow JACE during field site visits to document any areas of non-compliance found for City to address.
2. **Prepare Written Responses.** Prepare response to JACE letter and other written communications to CalRecycle before the compliance review.
3. **Update Implementation Record.** Update City's Implementation Record with any outstanding records to-date. Coordinate with City and hauler to obtain records and documentation.
4. **Coordinate Debrief and Next Steps.** Compile field site visit notes of non-compliance for City follow-up and outline plan(s) to achieve compliance.

Respond to Preliminary Findings Report and Notice of Violation (If Applicable). Review CalRecycle preliminary findings report to City. Prepare for and meet with City to review report and outline next steps. Draft response to preliminary findings report including compliance solutions. Coordinate and meet with City and hauler to address any areas of non-compliance and determine communications for resolving any issues. Assist City in preparing Compliance Strategy Report in response to issuance of Notice of Violation (if applicable).

Task 2.4. Electronic Annual Report (EAR) and Form 303

CalRecycle requires the submittal of an Electronic Annual Report (EAR) and Form 303, and arranges jurisdiction site visits for verification and inspection purposes on an annual basis. The tasks below describe the services that EcoNomics will provide to assist staff in meeting their mandated reporting duties.

In addition to the City of Buena Park's EAR submittal for calendar years 2023, 2024 and 2025, EcoNomics currently assists the following seven cities with gathering data for and/or drafting the Electronic Annual Report (EAR) to CalRecycle: Anaheim, Laguna Niguel, Lake Forest, Laguna Hills, Mission Viejo, San Marino, and Tustin. The annual reporting process is an important opportunity for the City to showcase its diversion programs and to demonstrate its compliance with state diversion mandates.

As part of its preparation of the annual report, EcoNomics takes the following actions and gathers the following data points to provide CalRecycle a holistic picture of the City's diversion programs. EcoNomics' will focus its efforts on AB 341, AB 1826, and SB 1383 compliance reporting assistance vis-à-vis the annual report.

- Analysis of SB1383 compliance rate
- Narrative summary of all outreach efforts conducted to increase compliance

- Contact the hauler and review City records to obtain information on outreach used to inform residents and businesses of recycling programs
- Coordination with local food banks to determine the weight of edible materials donated

Over the last decade, EcoNomics has established a database and a preparation schedule for assembling the necessary information for submittal of CalRecycle's required Electronic Annual Report (EAR). As part of the procedure, a diverse set of tonnage data is collected and verified. This comprehensive database leads to a thorough annual report that provides CalRecycle with a clear narrative that strongly demonstrates the City's compliance with diversion mandates.

Task 2.5. C&D and CALGreen

CALGreen requires nearly all building projects to divert 65% or more of C&D waste away from landfills. The City approved a C&D program to ensure higher levels of compliance with CALGreen in 2025.

EcoNomics will assist the City by reviewing the C&D program to ensure the program is tracking the C&D tonnages, and diverting 65% or more of C&D waste away from landfills:

1. Review and audit City's new C&D program to ensure the program is tracking the C&D tonnages, and diverting 65% or more of C&D waste away from landfills
2. Review of waste reduction plans to assess feasibility on an 'as needed' basis
3. Review of disputed waste reduction plans to assess attainment of CALGreen diversion requirements and to verify if the recycling rate was achieved via review of weight tickets or facility audits
4. Assist City with the development of facility certification criteria and with the verification of criteria
5. Assist City with CalRecycle data requests regarding CALGreen
6. Analysis and aggregation of project data to determine overall compliance rate
7. Assist City with developing enclosure standards aligned with CALGreen and SB 1383 to ensure compliance with 3-stream requirements, as needed
8. Other tasks, as needed

Task 3: Business Technical Assistance, Education, and Outreach

SB 1383 requires the City to educate businesses and maintain an edible food recovery program. Among other requirements, SB 1383 requires the City to conduct site inspections of all Tier 1 and 2 edible food generators to verify that they have edible food recovery programs in place. This effort requires consulting staff to provide on-the-ground technical assistance for all non-compliant Tier 1 and Tier 2 generators, coupled with a concerted marketing and outreach effort to notify generators of their compliance requirements. EcoNomics has been assisting the City of Buena Park with this effort since 2022, bringing the compliance rate to over 70%. Many remaining non-compliant accounts will need concerted technical assistance to attain compliance.

As part of this task, EcoNomics will conduct the following actions:

1. Continue to identify non-compliant Tier 1 and 2 edible food recovery generators within the City, as required by SB 1383.
2. Continue to enroll non-compliant businesses in Careit.
3. Continue to provide technical assistance to all non-compliant Tier 1 and 2 edible food generators to develop edible food recovery programs. Refer non-compliant generators to local food recovery organizations or for the city's enforcement.
4. Continue to compile SB 1383 edible food compliance reports to the City.

In early 2026, EcoNomics will begin conducting site inspections to all non-compliant generators. The city may opt to contact businesses via email or send a "notice of inspection." After completing this effort, EcoNomics will provide a list of non-compliant generators to the City for possible enforcement action under Section 8.15.140 of the City's municipal code. Each generator will have a file in Careit that is shared between the City and EcoNomics. These files will contain the completed site inspection checklist, photos or copies of the edible food recovery contract, photos of edible food set aside for collection, weight reports for edible food, and other files that will help verify compliance. These files are required to be kept per the SB 1383 implementation recordkeeping requirements and can be requested by CalRecycle at any time. This database can also be shared with code enforcement officials in an evidentiary capacity if enforcement action is needed in 2025 to ensure compliance.

Task 4. Assist with Conducting Baseline Waste Characterization Study

The City has adopted a Climate Action and Adaptation Plan (CAAP) and is interested in baselining its current diversion levels by conducting a waste characterization. The results of the waste characterizations can be used to identify possibilities to increase diversion through expanded outreach, which will result in GHG reductions. Additionally, the City is interested in using the regulatory pathways included in AB 2346 to adjust its SB 1383 Recycled Organic Waste Product (ROWP) target. This law allows cities to conduct a waste characterization to assess how much organic waste is ending up in the MSW stream and, if it is less than 0.08 tons per person per year, allows the City to formally request a procurement target reduction from CalRecycle. In order to be eligible for a procurement target reset, EcoNomics is recommending that the City work with Edco to implement the following sampling methodology best practices that align with the additional AB 2346 guidance documents released by CalRecycle on March 3, 2025, including:

1. Representative sample: Edco will sample commercial, residential, and multi-family MSW loads based on a proportionate level to the weights generated by sector. For example, if the residential sector represents 60% of the MSW generated in the City, 60% of the samples will be residential in origin.

2. Representative of the sampling period: EcoNomics will design the study to account for seasonal variations in waste composition. To this end, there will be two (2) sampling

periods to represent seasonal variations in waste composition: one sampling period during the high period, where half of the samples will be taken, and one sampling period during the low period, when the other half of the samples will be taken.

3. CalRecycle's Material List: The City will use the material listing from CalRecycle's Facility-based Waste Characterization of Solid Waste in California document to note commodity types found in the waste.
4. 90% Confidence Interval: The City will follow statistical procedures to ensure adequate samples are taken and sorted to achieve a 90% confidence interval for relevant material types (see below).
5. ASTM Protocols: The City will follow the protocols included in ASTM D5231-92 "Standard Test Method for Determination of the Composition of Unprocessed Municipal Solid Waste" during the study.
6. Visual waste characterizations: As permitted by CalRecycle, EcoNomics will make use of visual waste characterizations for loads that are mostly homogenous.

Proposed Sampling Methodology

The study will sample the routes on the days shown in Table 6.1 below, for a total of 34 samples. EcoNomics will coordinate with EDCO to identify routes and approximate arrival times at the transfer station for sampling. Further, additional analysis is needed to determine the distribution of samples across different generation sectors in order to solidify the number of samples of MSW from residential, commercial, and multi-family sectors. To determine the appropriate sample distribution, EcoNomics will analyze EDCO reports to determine which percentage of MSW is generated by residents, businesses, multi-family, and self-haul customers. Prior to beginning the sampling process, EcoNomics will submit a sampling plan to CalRecycle for approval. If CalRecycle requires additional MSW samples to achieve 90% confidence, EcoNomics may recommend replacing recycling and organics samples with MSW to achieve the needed number of MSW samples to achieve an AB 2346 procurement reset eligibility.

Table 6.1. Example Sampling schedule

Samples	Monday	Tuesday	Wednesday	Thursday	Friday
RESIDENTIAL					
MSW	1	1	1	1	1
RCY	1	1	1	1	1
ORG	1	1	1	1	1
COMMERCIAL					
MSW	1	1	1	1	1
RCY	1		1		1
ORG		1		1	
MULTI-FAMILY					
MSW	1	1	1	1	1
RCY		1		1	
ORG		1		1	
Total	**6**	**14**	**20**	**28**	**34**

The following sorting methodology is recommended to be used for each of the samples included in Table 6.1 unless visual characterizations are appropriate. It is our understanding that Edco will be in charge of sorting each sample. EcoNomics recommends the following sampling and sorting protocols that align with the ASTM standards to achieve a 90% confidence interval.

All of the material collected for sampling will be transported to a sorting area at a permitted solid waste facility where the presence of commodity types in the stream is measured to determine the ratio of each commodity present by weight. This will be done using the following protocol:

1. Take one sample of at least 200 pounds from the material collected for sampling (e.g. a 200-pound sample taken from the contents of all the blue-lidded Carts collected for sampling spread out on the tipping floor in a pile).
2. The 200-pound sample shall be randomly selected from different areas of the pile. Materials shall be collected for sorting from the sample pile using a grid method and shall be hand collected. The grid method assigns an imaginary XY axis over the load after it is dumped on the tipping floor. Four random number pairings between 0-20 (for the long dimension of the load i.e. length) and 0-10 (for the shorter dimension of the load, i.e. width) shall be generated to identify the location of the samples on the load. Each sample shall weigh at least 50 lbs. and shall be collected by hand in a 60- to 90-gallon Cart.
3. For the 200-pound sample, sort materials by commodity type. Place sorted commodities into separate containers. Determine the weight of commodities by weighing each Cart and deducting the tare weight. Note the gross weight, and net weight for commodities.

4. Calculate the composition percentage of all commodities in the sample. To determine the ratio of commodities in the sample, divide the total net weight of that commodity by the total weight of the sample.

Edco will enter all data into spreadsheets to determine the percent of recoverable materials in each sample by weight. EcoNomics will also calculate the revised procurement number, and, if it is significantly less than 0.08 tons per person per year, will work with CalRecycle to reset the City's procurement target. EcoNomics will also provide a written report of its findings as well as digital copies of all waste characterization results.

EcoNomics is assuming the following division of labor for this project and has budgeted accordingly:

1. EcoNomics:
    a. Development of AB 2346-aligned sort methodology and coordination with CalRecycle to confirm protocol.
    b. Work with Edco to discuss ASTM-aligned protocols and sorting categories aligned with CalRecycle commodity groupings.
    c. Assist with analysis of data provided by Edco. Calculate revised procurement target using results from waste characterization study.
    d. Analysis of waste characterization data to identify current recovery rates by stream and by sector and develop pathways to maximize compliance.
    e. Draft report recommendations for CAAP attainment showing multi-year pathways to achieve desired GHG reduction goals associated with waste reduction.
2. Edco:
    a. Identification of routes to sample, coordination with drivers and route managers, and manual sortation of 34 (or more loads) to determine percentages of each commodity type.
    b. Data entry from net weights of each commodity type from 34 sorts into Excel workbook.

Task 6. Other Tasks, As Needed

EcoNomics has a comprehensive understanding of the operational aspects of the waste management industry. This operational expertise was gained through over 40 years of site work to implement diversion programs, field contracts compliance monitoring such as vehicle inspections and waste characterization studies, and "ride-along" with MSW, recycling, and food scrap collection program drivers. Based on our combined experience in this field, we are confident that we can efficiently and effectively provide the City with the additional support on an as-needed basis. We can complete the following tasks on an as needed basis:

- Provide additional support to Public Works staff as may be necessary
- Perform Recycling and Solid Waste Management and Operational Reviews

- Provide general advice on various waste management-related inquires and miscellaneous tasks
- Prepare memos, staff reports, and general correspondence
- Prepare and present material in presentation form to City staff and City officials
- Update the City's website to comply with SB 1383 requirements
- Meet bi-weekly with city staff in order to provide updates on the progress of the tasks

Proposed Budget

Request for Inflation-based Rate Adjustment for 2026 Contract

Upon written authorization by the City, EcoNomics is respectfully requesting that all hourly rates be adjusted. There is currently not a rate adjustment protocol in our agreement. EcoNomics is proposing the following rate adjustment methodology for the City's consideration that would use the Los Angeles-Long Beach-Anaheim CPI factor effective January 1, 2026. For the January 1, 2026, adjustment, EcoNomics is proposing to use 2024 as the base year and that the adjustment reflects the change in the July CPI index from 2024 – 2025. All rate adjustments will be rounded down to the nearest one-dollar increment. As a courtesy to the City for the continued procurement of our services, the requested increased rates reflect a 15% reduction compared to our current market rates.

Table 1: CPI Increase – July 2024 – July 2025

	Los Angeles-Long Beach-Anaheim CPI
Jul-24	332.928
Jul-25	343.624
Percent Change in CPI 2024-2025	3.21%
Suggested Cap on Inflation Adjustments	5.00%

Table 2. Proposed Hourly Rates with 5% Cap Compared to Market Rates

	Adjusted Hourly Rates (2025)			ADJUSTED 2024-2025, 5% CAP		
				5% CAP		
Market Rates	Title	Staff	Current	Adjusted	Adjustment	% Below Market
$ 250.00	Vice President	Trevor	$ 189.00	$ 195.00	3.2%	-24%
$ 155.00	Manager	Linda/Ian	$ 142.00	$ 146.00	2.8%	-8%
$ 125.00	Coordinator	Valeria/Clarisa	$ 110.00	$ 113.00	2.7%	-12%
					Average -->	-15%

The table below shows the proposal project budget. EcoNomics may request minor adjustments of hours between tasks with prior City approval. The below rates include the CPI adjustment requested above.

Proposed Buena Park Budget	Vice President	Project Manager	Sustainability Specialist	TOTAL STAFF HOURS PER TASK*	TOTAL COST
	Blythe	Furbee, Bevan	Ferrufino		
	$195.00	$146.00	$113.00		
Task 1: Procurement of recycled organics-content products (ROCPs) and AB 2346	**8**	**10**	**16**	**34**	**$ 4,828.00**
Task 2. CalRecycle Assistance	**83**	**130**	**215**	**428**	**$ 59,460.00**
Assist with JACE Compliance Review	50	70	125	**245**	$ 34,095.00
Annual Report Assistance, Form 303	20	40	36	**96**	$ 13,808.00
Assist with CALGreen Implementation	5	4	4	**13**	$ 2,011.00
Assistance CalRecycle Compliance Evalation and LAMD Conference Call/Site Visit	6	8	20	**34**	$ 4,598.00
Assist with EFR/Procurement Implementation Record Upkeep	2	8	30	**40**	$ 4,948.00
Task 3: Business Education, Outreach, and Technical Assistance (Edible Food Technical Assistance, AB 827, SB 1383 compliance, internal meetings)	**0**	**34**	**136**	**170**	**$ 20,332.00**
Internal implementation meeting (2x/mo)		24	36	**60**	$ 7,572.00
Edible Food Recovery (22)		10	100	**110**	$ 12,760.00
Task 4. Waste Characterization Study Support	40	40	30	**110**	**$ 17,030.00**
Task 5. Other Tasks, As Needed	**25**	**48**	**36**	**109**	**$ 23,339.00**
Meeting with City Staff (2x/month) + Preparation for meeting	25	48	36	**109**	$ 15,951.00
Other Tasks, As Assigned	12	16	24	**52**	$ 7,388.00
Total:	**239**	**426**	**784**	**1449**	**$ 124,989.00**

*Staff hours may be moved between tasks upon City approval.

November 12, 2025
NEW BUSINESS
Item No. 5C.

City Council Agenda Report

AMENDMENT NO. 2 TO AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF SIXTEEN (16) ADDITIONAL POLICE BODY-WORN CAMERAS AND ENHANCED SERVICES

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

RECOMMENDED ACTION

1) Approve Amendment No. 2 to the agreement with Axon Enterprise, Inc. for the purchase of 16 additional police body-worn cameras (BWC) with associated hardware, software, data, evidence storage, and enhanced two-way connectivity services for a total 19-month cost of $81,949.78; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and 4) Approve a budget amendment in the amount of $82,000 from Measure R funds for this purpose.

PREVIOUS CITY COUNCIL ACTION

On April 26, 2022, the City Council approved a five year agreement with Axon Enterprises for police body-worn cameras (BWC), associated hardware, software, data, and evidence storage. The agreement allowed for a 10% contingency for unexpected costs or equipment upgrades as technology improved during the term of the agreement. On July 23, 2024, the City Council approved ten additional body-worn cameras using funds from the contingency.

DISCUSSION

During the initial agreement in 2022, staff recommended the purchase of just enough BWCs (86) to equip police officers and supervisors employed with the Department at the time. In 2024, the Department requested ten additional BWCs to equip professional staff field personnel, who have direct contact with the community. In 2025, Measure R was approved, which added additional professional staff and sworn officers. This latest request of 16 BWCs will equip the additional staff and police management with BWCs. Every budgeted sworn officer (102) will now be equipped with a BWC. The ten remaining BWCs will be assigned to reserve police officers, Police Service Officers, and Traffic Enforcement Specialists. Lastly, Axon has enhanced its services by adding features such as live streaming, real-time GPS, and two-way communication, which improve both officer safety and efficiency, which helps fulfill the mandates of Measure R. During the budget process for the 2025-2026 fiscal year, staff budgeted only for the cost of (7) additional cameras (added employees), but did not include BWCs for managers, licenses, or the additional features now requested.

This amendment would be paid for by Measure R funds. This agreement is structured for 19-months to align with the end date of the original agreement.

The City Attorney has reviewed and approved the language.

BUDGET IMPACT

The cost of the additional 16 police body-worn cameras, associated hardware, maintenance, implementation, training, storage, support, and enhancements for the first year (FY 2025/2026) is $40,974.87. The second year (FY 2026/2027) cost is $40,974.91 (13-650701-6240). Staff proposes to utilize Measure R funds for this amendment. A budget amendment in the amount of $82,000 is recommended for this purpose.

Attachments

Axon Quote Q-727225-45909KP.pdf
Original Agreement with Axon Enterprises 2022.pdf
Original Agenda Report; Dated April 26, 2022.pdf

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-727225-45909KP

Issued: 09/09/2025

Quote Expiration: 11/30/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 111070

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Buena Park Police Dept. - CA 6640 Beach Blvd Buena Park, CA 90621-2905 USA	Buena Park Police Dept. - CA 6640 Beach Blvd Buena Park CA 90621-2905 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kpanasewicz@axon.com Fax: (480) 905-2071	Nghia Nguyen Phone: 714-562-3916 Email: nnguyen@bppd.com Fax:

Quote Summary

Program Length	19 Months
TOTAL COST	$79,345.14
ESTIMATED TOTAL W/ TAX	$81,949.78

Discount Summary

Average Savings Per Year	$17,663.12
TOTAL SAVINGS	$27,966.60

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	$39,672.57	$1,302.30	$40,974.87
Jul 2026	$39,672.57	$1,302.34	$40,974.91
Total	**$79,345.14**	**$2,604.64**	**$81,949.78**

Quote Unbundled Price:	**$107,313.66**
Quote List Price:	**$92,256.16**
Quote Subtotal:	**$79,345.14**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73352	TRUE UP - BWC HW FINANCE/TAP	2	11		$23.30	$23.30	$512.60	$44.86	$557.46
73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	16	11		$35.85	$35.85	$6,309.60	$552.09	$6,861.69
BWCUwTAP	BWC Unlimited with TAP	16	19	$138.53	$93.84	$93.84	$28,527.36	$1,126.22	$29,653.58
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	19	$97.60	$58.87	$58.87	$2,237.06	$182.00	$2,419.06
A la Carte Hardware									
H00001	AB4 Camera Bundle	16			$899.00	$89.90	$1,438.40	$125.85	$1,564.25
H00002	AB4 Multi Bay Dock Bundle	4			$1,638.90	$1,638.90	$6,555.60	$573.62	$7,129.22
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	16	19		$5.06	$5.06	$1,538.24	$0.00	$1,538.24
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	19		$10.12	$10.12	$3,076.48	$0.00	$3,076.48
73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	110	12		$19.00	$19.00	$25,080.00	$0.00	$25,080.00
BasicLicense	Basic License Bundle	14	19		$15.17	$15.30	$4,069.80	$0.00	$4,069.80
Total							**$79,345.14**	**$2,604.64**	**$81,949.78**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	16	1	12/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	18	1	12/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	18	1	12/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	18	1	12/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	12/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	12/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	12/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	07/01/2027
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	16	1	07/01/2027
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	07/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	14	01/01/2026	07/31/2027
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	14	01/01/2026	07/31/2027
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	16	01/01/2026	07/31/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	16	01/01/2026	07/31/2027
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	16	01/01/2026	07/31/2027
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	01/01/2026	07/31/2027
A la Carte	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	110	08/01/2026	07/31/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	12/01/2026	07/31/2027
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	16	12/01/2026	07/31/2027
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	12/01/2026	07/31/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	6640 Beach Blvd	Buena Park	CA	90621-2905	USA

Payment Details

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73352	TRUE UP - BWC HW FINANCE/TAP	2	$256.30	$22.43	$278.73
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	16	$769.12	$0.00	$769.12
Year 1	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	110	$12,540.00	$0.00	$12,540.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	$1,538.24	$0.00	$1,538.24
Year 1	73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	16	$3,154.80	$276.04	$3,430.84
Year 1	BasicLicense	Basic License Bundle	14	$2,034.90	$0.00	$2,034.90
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$1,118.53	$91.00	$1,209.53
Year 1	BWCUwTAP	BWC Unlimited with TAP	16	$14,263.68	$563.11	$14,826.79
Year 1	H00001	AB4 Camera Bundle	16	$719.20	$62.92	$782.12
Year 1	H00002	AB4 Multi Bay Dock Bundle	4	$3,277.80	$286.80	$3,564.60
Total				**$39,672.57**	**$1,302.30**	**$40,974.87**

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73352	TRUE UP - BWC HW FINANCE/TAP	2	$256.30	$22.43	$278.73
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	16	$769.12	$0.00	$769.12
Year 2	73680	AXON FUSUS - LICENSE - BWC CONNECTIVITY AND PLUS USER	110	$12,540.00	$0.00	$12,540.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	$1,538.24	$0.00	$1,538.24
Year 2	73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	16	$3,154.80	$276.05	$3,430.85
Year 2	BasicLicense	Basic License Bundle	14	$2,034.90	$0.00	$2,034.90
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$1,118.53	$91.00	$1,209.53
Year 2	BWCUwTAP	BWC Unlimited with TAP	16	$14,263.68	$563.11	$14,826.79
Year 2	H00001	AB4 Camera Bundle	16	$719.20	$62.93	$782.13
Year 2	H00002	AB4 Multi Bay Dock Bundle	4	$3,277.80	$286.82	$3,564.62
Total				**$39,672.57**	**$1,302.34**	**$40,974.91**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/9/2025

DocuSign Envelope ID: C7FBBB62-A90E-487D-B91A-515A449D2430

Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 Definitions.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

3 Payment. Axon invoices upon shipment. Payment is due 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay undisputed invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for reasonable third-party collection and attorneys' fees actually incurred by Axon.

4 Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 Shipping. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties

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run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims**. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 **Spare Axon Devices**. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory**.

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the

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Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 **Termination**.

17.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly

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announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc. Attn: Legal 17800 N. 85th Street Scottsdale, Arizona 85255 legal@axon.com	Agency: Buena Park Police Department Attn: Street Address: 6640 Beach Blvd City, State, Zip: Buena Park, CA 90621 Email:

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

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AXON:
Axon Enterprise, Inc.

Signature: DocuSigned by: 55E0629EB297431...

Name: Robert Driscoll, VP, Associate General Counsel

Title: VP, Associate General Counsel

Date: 7/12/2022 | 12:48:22 PM PDT

AGENCY:
City of Buena Park

Signature: DocuSigned by: A60CA453C3B349B...

Name: Aaron France

Title: City Manager

Date: 7/12/2022 | 1:15:36 PM PDT

ATTEST

Signature: DocuSigned by: Adria M. Jimenez MMC 13BEAF475C114B7...

Name: Adria M. Jimenez MMC

Title: City Clerk

Date: 7/12/2022 | 12:57:33 PM PDT

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Axon Cloud Services Terms of Use Appendix

1 **Definitions**.
"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6 **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- **13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- **13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- **13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- **13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- **13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- **13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- **13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at https://www.axon.com/sales-terms-and-conditions and incorporated herein by reference.

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Professional Services Appendix

1 **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

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System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency

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TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

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12 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

13 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- **9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
- **9.2** Axon will not and has no obligation to provide the Upgrade Models.
- **9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

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8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

- **4.1** Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- **4.2** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- **4.3** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- **4.4** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- **4.5** Promptly install and implement any software updates provided by Axon;
- **4.6** Ensure that all appropriate data backups are performed;
- **4.7** Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- **4.8** Provide Axon with remote access to Agency's Axon Evidence account when required;
- **4.9** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- **4.10** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3 **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4 **Wireless Offload Server.**

4.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3 **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4 **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Axon Vehicle Software.**

5.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)

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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6 **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

1 **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2 **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3 **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Fleet 3 LTE Requirements**. Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5 **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

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Axon Virtual Reality Content Terms of Use Appendix

1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.

2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.

3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:

- **3.1** modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
- **3.2** reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
- **3.3** copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
- **3.4** use trade secret information contained in Virtual Reality Content;
- **3.5** resell, rent, loan or sublicense Virtual Reality Content;
- **3.6** access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
- **3.7** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.

4 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

City of BUENA PARK

AGENDA REPORT TO CITY COUNCIL

MEETING DATE: April 26, 2022

TO: The Mayor and City Council

TITLE: AGREEMENT WITH AXON ENTERPRISE INC. FOR THE PURCHASE OF POLICE BODY-WORN CAMERAS, POLICE IN-CAR VIDEO CAMERAS, CONDUCTED ENERGY WEAPONS, AND VIRTUAL REALITY TRAINING EQUIPMENT

RECOMMENDED ACTION: 1) Approve an agreement with Axon Enterprise, Inc. for the purchase of 84 police body-worn cameras, 80 conducted energy weapons, 30 police in-car video cameras, 4 virtual reality training devices, with associated hardware, software, data, and evidence storage in the amount of $1,236,672.94 with a 10% contingency for unexpected costs or equipment upgrades as technology improves over this term; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager to execute the agreement; 4) Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080 (c) because these items can only be obtained from a sole-source vendor.

PURPOSE: Authorize the City Manager to execute a five-year agreement to replace aged police body-worn cameras, aged conducted energy weapons, aged police in-car video cameras, and the initial purchase of virtual reality training equipment. The initial purchase and replacement costs will be funded by the General Fund.

PREVIOUS COUNCIL/COMMISSION/COMMITTEE ACTION: On February 28, 2017, the City Council approved an agreement with Taser International (now Axon Enterprises, Inc.) for police body-worn cameras and conducted energy weapons.

DISCUSSION: Axon body-worn cameras (BWC) are a contemporary means for police to capture video and audio interactions between officers and the community. Axon BWCs have proven highly effective in defending claims against cities, diminishing police uses of force, and serves to improve the behavior of all parties. Axon BWCs also yield the best possible evidentiary value.

Axon in-car video has similar benefits to Axon BWCs as it also captures video and audio interactions between officers and the community. They however provide a different point of view and camera angles with the added benefit of capturing vehicle pursuits with the added ability to live feed the video to supervisors. Axon in-car video seamlessly integrates with Axon BWC to synchronize video and audio reviews.

Axon conducted energy weapons (CEWs) are a less than lethal option that officers carry on their person and have proven to be effective in diminishing injuries to suspects and officers. The department's current Axon CEWs are approaching their life expectancy and are due to be replaced. The latest Axon CEWs are an upgrade to the current CEWs. They are more accurate and effective at close and medium range and allow for a second cartridge to fire without reloading.

Axon virtual reality (VR) training is a contemporary means of achieving realistic training in a controlled environment. VR content and features are developed using current policing trends. VR training is more cost-effective as it allows officers to supplement their live firearms and CEW training with a VR platform without spending funds on consumables such as ammunition and CEW cartridges. VR training will allow officers to respond to calls with greater confidence to situations they may face in the field. This will replace the police department's outdated video simulator purchased in 2008. The outdated system does not support current weapon systems and the content is outdated. In addition, with VR, officers are immersed within the training scenario, unlike the current system which is just a single screen the officer stands in front of. This VR platform will replace a fourteen-year-old police firearms simulator which is no longer supported and has dated content.

This agreement has been reviewed by the City Attorney, Finance Director, and Purchasing Manager.

BUDGET IMPACT: The cost to purchase the Axon equipment, which includes 84 Axon BWCs, 80 Axon CEWs, 30 Axon in-car video cameras, 4 Axon VR devices, and all associated hardware, maintenance, implementation, training, storage, and support for the first year is $247,334.14. The remaining four years will cost $247,334.70 per year for ongoing maintenance and upgrades, and will be incorporated into subsequent budgets. (Account # 11-650402-6240)

Prepared by: Corey Sianez, Police Chief
Approved by: Aaron France, City Manager
Presented by: Nghia Nguyen, Police Lieutenant

ATTACHMENT:
1) Axon Quote Q-371496-44602.773KP
2) Axon Master Services and Purchasing Agreement

November 12, 2025
NEW BUSINESS
Item No. 5D.

City Council Agenda Report

AMENDED AND RESTATED EMPLOYMENT AGREEMENTS BETWEEN THE CITY AND CITY MANAGER AARON FRANCE AND DIRECTOR OF GOVERNMENT AND COMMUNITY RELATIONS (CITY CLERK) ADRIA M. JIMENEZ

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 an amended and restated employment agreement between the City of Buena Park and Aaron France; 2) Authorize the Mayor and City Clerk to sign the City Manager agreement; 3) Approve an amended and restated employment agreement for Director of Government and Community Relations (City Clerk) between the City of Buena Park and Adria M. Jimenez; and 4) Authorize the Mayor and Assistant City Clerk to execute the Director of Government and Community Relations (City Clerk) agreement.

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 the 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 of the City Manager and the Director of Government and Community Relations agreements 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 agreements 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 City Manager Agreement Language:

(d) Incentive Pays. Employee shall be eligible for the following incentive pays:

a. Longevity Pay: Employee shall receive an additional four percent of base salary.

Proposed City Manager Agreement Language:

(d) Incentive Pays. Employee shall be eligible for the following incentive pays:

a. Longevity Pay: Employee with 20 or more years of City service shall receive an additional three (3) percent of base salary.

Current Director of Government and Community Relations Agreement Language:

(d) Incentive Pays. Employee shall be eligible for the following incentive pays:

a. Longevity Pay: Employee shall receive longevity pay at the same rate that is granted to other management employees.

Proposed Director of Government and Community Relations Agreement Language:

(d) Incentive Pays. Employee shall be eligible for the following incentive pays:

a. Longevity Pay: Employee with 12-19 years of City service shall receive an additional two (2) percent of base salary, which is the same rate that is granted to other management employees.

The Parties agree to replace the Longevity pay provisions, effective November 8, 2025, with the language outlined above and contained in the attached Agreements. The updated language will remedy potential CalPERS issues related to the current longevity premium in the employment agreement. Lastly, the parties agree to increase the City Manager salary from $26,121 to $26,383 monthly.

BUDGET IMPACT

There is no fiscal impact from increasing the City Manager salary or replacing the language in the longevity incentive pay program. The proposed changes are 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

City Manager Aaron France Employment Agreement 2025-2027 (Amended Restated 11.12.25).pdf

Director of Government Community Relations Adria M Jimenez Employment Agreement 2023-27 (Amended and Restated 11.12.25).pdf

AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BUENA PARK AND AARON FRANCE

This Amended and Restated Employment Agreement ("Agreement") is made and entered into as of November 12, 2025, by and between the City of Buena Park, a California municipal corporation ("City" or "Employer"), and Aaron France, an individual ("Employee").

R E C I T A L S

A. Employee has been employed by the City in various capacities since 2005, and has been employed in his current capacity as City Manager since March 9, 2021.

B. The current agreement between the City and City Manager expires on July 5, 2025.

C. Employee has demonstrated the requisite specialized experience, skills, training, certifications, licenses, and authorizations, and is otherwise qualified to serve as City Manager.

D. The City desires to retain Employee as City Manager and City Manager desires to continue to serve as City Manager beyond July 5, 2025.

E. CalPERS conducts periodic Compensation Compliance Reviews, and the City wishes to ensure full compliance with reporting requirements by adopting updated contract language.

F. 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.

G. City and Employee wish to enter into an amended and restated employment agreement that sets forth the rights and obligations of the parties and that will supersede all prior negotiations, discussions, or agreements.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Employee agree as follows:

1. TERM.

A. Initial Term. Unless sooner terminated as provided in Section 7, or extended as set forth in subsection (B) immediately below, this Agreement shall commence on November 8, 2025, ("Effective Date") and shall remain effective through and including July 2, 2027, ("Expiration Date").

B. Extensions. The term of this Agreement may be extended in writing on the same terms and conditions set forth herein and upon mutual consent of Employee and the City, with City's consent requiring approval by the City Council. At least two (2) weeks prior to the Expiration Date (or no later than June 22, 2027), the City Council shall notify Employee whether it desires to extend the term of this Agreement on a month-to-month basis, or any

such longer time agreed by the Parties. In the event the City Council declines or fails to give notice of its intent to extend this Agreement, such action or inaction shall constitute notice of intent not to extend. Employee shall remind the City Council of its obligation to give notice under this section not later than one (1) calendar month prior to the Expiration Date (or no later than June 2, 2027). Should Employee desire not to extend the term of this Agreement, Employee shall disclose this information in the notice provided to the City Council described in the preceding sentence.

2. DUTIES AND AUTHORITY. Employee shall be vested with the full powers and shall perform the full duties of the Office of City Manager as set forth in: the Buena Park City Code; any and all applicable rules, regulations and procedures; the official and most recent job description for City Manager; and applicable state or federal law, as each of the foregoing currently or may be amended in the future exist. At the option of City, Employee shall also serve as Executive Director of any authority or agency created by or staffed by the City. Employee shall exercise such other powers and perform such other duties as the City Council may assign from time to time.

3. EMPLOYEE'S OBLIGATIONS. Employee 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. Employee 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 his duties and responsibilities to City. Employee shall obtain prior authorization from the City Council for any outside employment, consulting, teaching, or enterprise.

4. SALARY AND BENEFITS.

A. Base Salary.

(1) Base Salary Schedule. During the term of this Agreement, City shall pay Employee the annual salary reflected in the table below at the beginning of the pay period that includes the Effective Date. Employee's annual salary will be prorated and paid on City's normal paydays, subject to legally permissible or required withholdings. Employee's salary is compensation for all hours worked and for all services under this Agreement, including but not limited to service as Executive Director for any commission, boards, or agencies affiliated with the City, or any other service provided or position served by the City Manager for the City. Employee shall be exempt from the overtime pay provisions of California law (if any) and federal law.

Effective Date	Annual Salary	Monthly Equivalent
11/8/2025	$316,596.80	$26,383
7/4/2026	$332,425.60	$27,702

(2) Management Salary Adjustments. Employee shall receive general cost of living adjustments and other salary and benefit enhancements granted for other management employees only as made expressly applicable to Employee by action of the

City Council. Employee shall be subject to any wage or salary concession generally applicable to management employees of City only if expressly applicable to Employee by action of the City Council or as agreed to by Employee. Salary concessions include salary reductions, furloughs, or any other wage concession generally applicable to management employees.

B. Employment Benefits.

(1) Fringe Benefit Package. In addition to base salary and except as expressly provided in this Agreement, Employee shall receive the same fringe benefits currently provided to other full-time management employees of City, as provided in the City's Compensation Plan for management and executive employees and as those benefits exist on the effective date of this Agreement. Such fringe benefits shall be subject to the terms and conditions of the applicable plan, policy, or other controlling documents. In the event a benefit has different terms for executive management and any other group of management employees, the executive management benefit shall apply to Employee. Except as otherwise required by law or by contract with any benefit provider, changes in benefits shall not apply to Employee, unless and until so determined by action of the City Council.

(2) Incentive Pays. Employee shall be eligible for the following incentive pays:

a. Longevity Pay: Employee with 20 years or more of City service shall receive an additional three (3) percent of base salary.

b. Educational Incentive: Master's Degree - $200 per month

(3) CalPERS Employee Contributions. Employee shall pay the entire employee contribution under the City's Public Employees' Retirement System plan for miscellaneous employees. In the event City implements wage or salary concessions that are in-lieu of a requirement for management employees to pay some or all of the employee contributions, Employee will not be subject to such wage or salary concessions and contrary terms of Section 4, Paragraph A(2), above, shall not apply. This paragraph has no effect on provisions of the Compensation Plan for management employees requiring employees to pay a portion of the CalPERS employer contribution.

(4) Vacation and Management Leave Additional Terms. Employee may accrue vacation leave up to a maximum of 320 hours. Once Employee reaches the maximum accrual of 320 hours, Employee shall earn no additional vacation until his accrued balance falls below 320 hours. Upon termination of employment with the City (including retirement), as opposed to the mere termination or expiration of this Agreement, Employee shall receive cash payment for all accrued and unused vacation, not to exceed the maximum accrual limit of 320 hours. (The base hourly rate for purposes of the cash payment at termination shall be determined in the manner City normally uses at that time to convert base salary amounts to an hourly rate.) Any contrary terms of the Compensation Plan for management employees notwithstanding, Employee shall not be eligible for management or executive management leave beyond the basic grant of 60 hours per fiscal year given to all management employees.

(5) Vacation and Sick Leave Scheduling. Employee may schedule and use vacation time at his discretion, with due regard for the demands of the City Manager position and the needs of the City. Employee shall notify the City Council in writing before taking more than five (5) consecutive working days of vacation time, pre-scheduled sick leave, or otherwise being voluntarily absent from work for such period. Any requirement for department head or City Manager approval stated in the vacation or sick leave programs are not applicable to Employee.

(5) Service Retirement Account. Prior to the Effective Date of this Agreement, City provided Management Employees hired between July 1, 1999, and July 21, 2012, with a Service Retirement Account (SRA) to defer out-of-pocket expenses for purchasing group medical insurance during retirement. During the term of this Agreement and while serving as City Manager, Employee desires to maintain his current account balance and eligibility to participate in the program as expressly as described in the Management Compensation Plan. However, 1) Employee desires to cease future contributions into this SRA program, and 2) Employee desires any calculations made in the program at retirement be made at the same base hourly rate of pay ($85.52/hour) as his former Assistant City Manager position.

(6) Cellular Phone. Prior to the Effective Date of this Agreement, City provided Employee with a cellular telephone and service plan for both personal and professional use. City will continue to provide Employee a cell phone and service plan during the term of this Agreement, subject to the same terms and conditions as existed immediately prior to this Agreement. In satisfaction of this requirement, Employee will retain his current cell phone and service plan. The cell phone and service plan may be changed in the future in the same manner as is applicable to other management employees receiving City provided cell phones and plans.

(7) Expenses. City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. City agrees to reimburse or to pay such business expenses, which are incurred and submitted according to City's normal expense reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

(8) City Vehicle. City shall provide Employee with the use of a City passenger vehicle. City will insure (or self-insure), maintain, and pay the cost of fuel to operate this vehicle. Employee may use the vehicle for personal and official business.

(9) Bonding. City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of his employment as City Manager.

C. Employment Status. This Agreement will continue Employee's employment with the City without interruption. Consequently, Employee's length of service with the City will continue to advance, without interruption, for benefits administration or other relevant purposes. Employee's paid leave balances will carry-over to the new position of City

Manager, and Employee will accrue additional leave time during the term of this Agreement based on overall length of service with the City.

5. EVALUATIONS. Employee shall report to and may be evaluated by the City Council at any such times as determined in the City Council's discretion. During the term of this Agreement, Employee's performance as City Manager may be reviewed by the City Council every twelve (12) months after the Effective Date. Employee will request and schedule such reviews, as appropriate pursuant to City agenda procedures or as otherwise directed by City Council. Nothing in this paragraph is intended to limit or preclude additional evaluations or reviews of Employee's performance by the City Council, or to limit or restrict the normal communications process between the City Council and the position of City Manager.

6. INDEMNIFICATION. Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the City will defend and pay any costs and judgments assessed against Employee arising out of an act or omission by Employee occurring in the course and scope of Employee's performance of his duties under this Agreement. However, in the event City provides funds for legal criminal defense pursuant to this section and terms of the Government Code, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 – 53243.4.

7. AT-WILL EMPLOYMENT RELATIONSHIP.

A. Consistent with Buena Park City Code Section 2.16.010 and California Government Code Section 36506, by way of this Agreement Employee is appointed by and serves as City Manager at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate this Agreement. City shall pay Employee for all services rendered under this Agreement throughout the term, and Employee shall have no right to any additional compensation or payment of any kind or nature; with the exception for payment of benefits to Employee as provided under Section 4 that accrue to Employee prior to the effective date of termination or expiration of this Agreement, and any severance payments that may be due Employee as provided in Section 8 below.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to entirely resign from employment with City, provided that Employee shall provide the City at least thirty (30) calendar days prior written notice.

8. SEVERANCE.

A. In lieu of the procedures and time limits provided under Buena Park City Code Sections 2.16.070 – 2.16.090, if Employer terminates this Agreement (thereby terminating Employee's Employment), without cause, Employer shall pay Employee a lump sum severance benefit calculated as provided in this paragraph. On the effective date of this Agreement, the lump sum severance shall be equal to twelve (12) months of Employee's

then applicable base salary. The applicable base salary shall be Employee's base salary in effect on the effective date of termination.

B. In the event Employee's employment is entirely terminated by the City with (or for) cause, Employee shall not be entitled to any severance. As used in this Agreement, "cause" shall mean any of the following:

(1) Conviction of a felony;

(2) Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

(3) Willful abandonment of duties;

(4) 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

(5) 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.

C. If Employee voluntarily terminates this Agreement, or Employee otherwise entirely terminates or resigns from employment with the City, Employee shall not be entitled to any severance.

D. Any other term of this Agreement notwithstanding, the maximum severance that Employee may receive under this Agreement shall not exceed the limitations provided in Government Code Sections 53260 – 53264, or other applicable law. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 – 53243.4.

9. INTEGRATION OF AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties concerning Employee's employment with the City. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

10. METHOD OF AMENDMENT. No amendments to this Agreement may be made except by a writing signed and dated by City and Employee.

11. NOTICES. Any notice to City under this Agreement shall be given in writing to City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City Clerk at the City's then principal place of business. A courtesy copy

shall be given to the City Attorney in a like manner. Any such notice to Employee shall be given in a like manner and, if mailed, shall be addressed to Employee at his home address then shown in City's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the third calendar day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this Article.

12. GENERAL PROVISIONS.

A. 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.

B. This Agreement sets forth the final, complete, and exclusive agreement between City and Employee relating to the employment of Employee as City Manager by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, his employment is subject to City's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace.

C. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California and all applicable City Codes, Ordinances and Resolutions.

D. Employee acknowledges that he has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that he has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of City, its officers, agents or employees other than those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE

_____
AARON FRANCE

CITY

By:_____
JOYCE AHN, MAYOR
CITY OF BUENA PARK

ATTEST:

_____ (Seal)
City Clerk

AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR DIRECTOR OF GOVERNMENT AND COMMUNITY RELATIONS (CITY CLERK) BETWEEN THE CITY OF BUENA PARK AND ADRIA M. JIMENEZ

This Amended and Restated Employment Agreement ("Agreement") is made and entered into as of November 12, 2025, by and between the City of Buena Park, a California municipal corporation ("City" or "Employer"), and Adria M. Jimenez, an individual ("Employee").

R E C I T A L S

A. Employee has been continuously employed by the City since June 5, 2017, with Employee being employed in the capacity of City Clerk between her date of hire and June 24, 2023, and with Employee being employed in her current capacity as Director of Government and Community Relations (City Clerk).

B. Employee has demonstrated that she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve as Director of Government and Community Relations (City Clerk).

C. City desires to change the Job Classification Specification title and to retain the services of Adria M. Jimenez as Director of Government and Community Relations (City Clerk) since June 24, 2023.

D. City and Employee wish to enter into an amended and restated employment agreement that sets forth the rights and obligations of the parties, and to clarify that, in her capacity as Director of Government and Community Relations, Employee is to receive the same fringe benefits provided to other full-time management employees of City, as provided in the City's Compensation Plan for management employees and which includes provisions for Longevity Pay and Educational Incentive Allowance.

E. CalPERS conducts periodic Compensation Compliance Reviews, and the City wishes to ensure full compliance with reporting requirements by adopting updated contract language.

F. 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.

G. This Agreement will supersede all prior negotiations, discussions, or agreements between City and Employee.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Employee agree as follows:

1. TERM OF EMPLOYMENT. The term of this Agreement shall be deemed to have commenced on June 24, 2023, and shall remain in effect unless sooner terminated as provided in this Agreement.

2. DUTIES AND AUTHORITY. Employee shall exercise the full powers and perform the duties of: (a) the Office of City Clerk, as such role is described in the Buena Park City Code and applicable rules, regulations, and procedures; and (b) of the Director of Government and Community Relations (City Clerk), as such role is described by local rules, regulations, and procedures. Employee shall additionally exercise such other powers and perform such other duties as City, by the City Council, may assign. Employee shall exercise such authority and perform such duties in accordance with all applicable local, state, or federal laws, as each currently or may in the future exist.

3. EMPLOYEE'S OBLIGATIONS. Employee shall devote her full energies, interest, abilities and productive time to the performance of this Agreement, and utilize her best efforts to promote City's interests. Employee 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 her duties and responsibilities to City. Employee shall obtain prior authorization from the City Council for any outside employment, consulting, teaching, or enterprise.

4. SALARY AND BENEFITS.

A. Base Salary.

(1) Base Salary Schedule. From the effective date of this Agreement, City shall pay Employee an annual salary as reflected in the table below, consistent with the Management Compensation Plan, at the beginning of the pay period that includes the effective date. The annual salary will be prorated and paid on City's normal paydays, subject to legally permissible or required withholdings. Employee's salary is compensation for all hours worked and for all services under this Agreement and includes consideration for the cost of living adjustments effective June 24, 2023, June 22, 2024, July 5, 2025, and July 4, 2026, for management employees. Employee shall be exempt from the overtime pay provisions of California law (if any) and federal law.

Effective Date	Annual Salary	Monthly Equivalent
6/24/2023	$200,616.00	$16,718
6/22/2024	$221,166.40	$18,431
6/21/2025	$232,232.00	$19,353
07/05/2025	$252,366.40	$21,031
07/04/2026	$264,992.00	$22,083

(2) The position of Director of Government and Community Relations shall be designated as a direct appointment by the City Council. As such, this position shall serve at the pleasure of the City Council and report directly to it. In recognition of the unique responsibilities and direct accountability to the City Council, the Director of

Government and Community Relations shall receive a monthly salary supplement in the amount of one hundred dollars ($100.00) above the base compensation provided to other executive-level employees of the City. This differential acknowledges the special nature of the appointment and the role's strategic importance in managing governmental and community affairs on behalf of the City Council and is included in the base salary schedule listed above.

(3) Management Salary Adjustments. Employee shall receive future general cost of living adjustments and other salary and benefit adjustments granted for other management employees only as made expressly applicable to Employee by action of the City Council. Employee shall be subject to any wage or salary concession generally applicable to management employees of City only if expressly applicable to Employee by action of the City Council or as agreed to by Employee. Salary concessions include salary reductions, furloughs or any other wage concession generally applicable to management employees.

B. Employment Benefits.

(1) Fringe Benefit Package. In addition to base salary and except as expressly provided in this Agreement, Employee shall receive the same fringe benefits currently provided to other full-time management employees of City, as provided in the City's Compensation Plan for management and executive unit employees that is in effect as of the effective date of this Agreement and attached in Exhibit "A" hereto. Such fringe benefits shall be subject to the terms and conditions of the applicable plan, policy or other controlling documents. In the event a benefit has different terms for executive management and any other group of management employees, the executive management benefit shall apply to Employee.

(2) Incentive Pays: Employee shall be eligible for the following incentive pays:

a. Longevity Pay: Employee with 12-19 years of City service shall receive an additional two (2) percent of base salary, which is the same rate that is granted to other management employees.

b. Education Incentive: Employee with a Bachelor of Arts Degree or a Master's Degree shall receive $150 per month or $200 per month, respectively, as educational incentive pay, which is the same rate that is granted to other management employees.

(3) CalPERS Employee Contributions. Contrary terms of the Compensation Plan for management employees notwithstanding, Employee shall pay the entire employee contribution under the City's Public Employees' Retirement System (CalPERS) plan for miscellaneous employees. In the event City implements wage or salary concessions that are in-lieu of a requirement for management employees to pay some or all of the employee contributions, Employee will not be subject to such wage or salary concessions and contrary terms of Section 4, Paragraph A(2), above, shall not

apply. This paragraph has no effect on provisions of the Compensation Plan for management employees requiring employees to pay a portion of the CalPERS employer contribution.

(4) Vacation and Management Leave Additional Terms. Employee shall earn vacation and sick leave each month as if the Employee has five years or more of service. Employee may accrue vacation leave up to a maximum of that earned in two years. Once Employee reaches the maximum accrual limit, Employee shall earn no additional vacation until her accrued balance falls below the maximum accrual limit. Upon termination of employment (including retirement) Employee shall receive cash payment for all accrued and unused vacation, not to exceed the maximum accrual limit. (The base hourly rate for purposes of the cash payment at termination shall be determined in the manner City normally uses at that time to convert salary amounts to an hourly rate.) Any contrary terms of the Compensation Plan for management employees notwithstanding, Employee shall not be eligible for management or executive management leave beyond the basic grant of 60 hours per fiscal year given to all management employees.

(5) Vacation and Sick Leave Scheduling. Employee may schedule and use vacation time at her discretion, with due regard for the demands of her position and the needs of the City. Employee shall notify the City Council in writing before taking more than five consecutive working days of vacation time, pre-scheduled sick leave, or otherwise being voluntarily absent from work for such period. Any requirement for department head or City Manager approval stated in the vacation or sick leave programs are not applicable to Employee.

(6) Cellular Phone. City shall provide Employee with a cellular telephone and service plan for both personal and professional use. The cell phone and service plan may be changed in the future in the same manner as is applicable to other management employees receiving City provided cell phones and plans.

(7) Expenses. City recognizes that Employee may incur certain expenses of a non-personal and job related nature. City agrees to reimburse or to pay such business expenses, which are incurred and submitted according to City's normal expense reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

(8) Bonding. City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of her employment as City Clerk.

5. EVALUATIONS. Employee shall report to and may be evaluated by the City Council. Employee's performance shall be reviewed every twelve (12) months. Employee will request and schedule such reviews, as appropriate pursuant to City agenda procedures or as otherwise directed by City Council. Nothing in this paragraph is intended to limit additional interim evaluations or review or to limit the normal communications process between the City Council and Employee.

6. INDEMNIFICATION. Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the City will defend and pay any costs and judgments assessed against Employee arising out of an act or omission by Employee occurring in the course and scope of Employee's performance of her duties under this Agreement. However, in the event City provides funds for legal criminal defense pursuant to this section and terms of the Government Code, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 – 53243.4.

7. AT-WILL EMPLOYMENT RELATIONSHIP.

A. Consistent with California Government Code Section 36506, Employee is appointed by and serves during the pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate this Agreement and the employment of Employee, with or without cause; provided however that City shall take no action to terminate services of Employee within ninety (90) days after an election at which members are elected to the City Council. City shall pay Employee for all services through the effective date of termination and Employee shall have no right to any additional compensation or payment, except for payment of benefits as provided under Section 4 accrued prior to the effective date of termination and severance payments as provided under Section 8 below.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign or retire from her employment with City (terminating this Agreement), subject only to Employee providing thirty (30) calendar days prior written notice to Employer.

8. SEVERANCE.

A. If Employer terminates this Agreement (thereby terminating Employee's Employment), without cause, it shall do so upon thirty (30) days prior written notice to Employee and Employer shall pay Employee a lump sum severance benefit calculated as provided in this paragraph. On the effective date of this Agreement, the lump sum severance shall be equal to four (4) months of Employee's then applicable base salary. The applicable base salary shall be Employee's base salary in effect on the effective date of termination.

B. 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:

(1) Conviction of a felony;

(2) Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

(3) Willful abandonment of duties;

(4) 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

(5) 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.

C. If Employee terminates this Agreement as provided in Section 7.B above, (thereby terminating all of Employee's Employment), Employee shall not be entitled to any severance.

D. Any other term of this Agreement notwithstanding, the maximum severance that Employee may receive under this Agreement shall not exceed the limitations provided in Government Code Sections 53260 – 53264, or other applicable law. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 – 53243.4.

9. INTEGRATION OF AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties concerning Employee's employment with the City. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

10. METHOD OF AMENDMENT. No amendments to this Agreement may be made except by a writing signed and dated by City and Employee.

11. NOTICES. Any notice to City under this Agreement shall be given in writing to City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City Manager at the City's then principal place of business. A courtesy copy shall be given to the City Attorney in a like manner. Any such notice to Employee shall be given in a like manner and, if mailed, shall be addressed to Employee at her home address then shown in City's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the third calendar day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this Article.

12. GENERAL PROVISIONS.

A. 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.

B. This Agreement sets forth the final, complete, and exclusive agreement between City and Employee relating to the employment of Employee as City Clerk by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, her employment is subject to City's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace.

C. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California and all applicable City Codes, Ordinances and Resolutions.

D. Employee acknowledges that she has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that she has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of City, its officers, agents or employees other than those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE

_____
ADRIA M. JIMENEZ

CITY

By:_____
JOYCE AHN, MAYOR
CITY OF BUENA PARK

ATTEST:

_____ (Seal)
Anna Almquist, CMC
Assistant City Clerk

November 12, 2025
NEW BUSINESS
Item No. 5E.

City Council Agenda Report

RESOLUTION OF EXEMPTION FROM CEQA REVIEW FOR THE POTENTIAL ACQUISITION OF CERTAIN REAL PROPERTY LOCATED AT 7891 WHITAKER STREET (APN 277-052-27) TO ABATE A PUBLIC NUISANCE

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

RECOMMENDED ACTION

1) Adopt the attached Resolution making certain findings of fact and determining that the potential acquisition of that certain real property located in the City of Buena Park described below, including potential acquisition by eminent domain, to abate a public nuisance, is exempt from the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.); and 2) Direct staff to file the associated Notice of Exemption with the County of Orange.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

CEQA applies to a "project approved by state or local governments." The term "project" is broadly defined as including any a action by a governmental agency, and (2) will either have a direct or reasonably foreseeable indirect impact on the environn

If applicable, CEQA requires a governmental agency to evaluate the significance of a project's environmental impacts before approving it, with the nature and scope of the analysis dictated by the significance of the environmental impacts that are identified in an "Initial Study." However, the Legislature has identified several types of "projects" which, by their nature, will not result in negative environmental impacts and thus are exempt from CEQA review.

Violations and Public Health and Safety Concerns

In October 2024, the City's Code Enforcement Division and the County of Orange Health Department ("County") conducted an inspection at the property located at 7891 Whitaker Street in the City of Buena Park and identified as Orange County Tax Assessor's Parcel Number 277-052-27 ("Subject Property") based on complaints received about cockroaches and general habitability of the Subject Property. The Subject Property is approximately 1.05 acres in size and is located on the north side of Whitaker Street, east of Auto Center Drive. The Subject Property is operated as a motel commonly known as the Coral Motel.

The inspection found more than 100 individual violations of state and local building, fire, and health and safety codes existing on the Subject Property. Code Enforcement and the County found that multiple violations existed in every room they inspected at the Subject Property. Many of these violations constituted a public nuisance and created imminent and ongoing public health and safety risks to guests and employees of the Subject Property.

Legal Nonconforming Use

The Subject Property has a General Plan Land Use designation of Commercial and a zoning classification of ACSP (Auto Center Specific Plan) Sub-District A-2 with a Mixed-Use Overlay-60 (Land Use Regulations). The use of the Subject Property as a motel is not a permitted use of the Property under the City's Land Use Regulations, and the time period during which the Buena Park Zoning Code allows the Coral Motel to continue operating as a "legal nonconforming use" has expired.

More specifically, the ACSP was adopted by the City Council in 1997, with the intent of maintaining and enhancing the development of auto dealers and complementary auto-related uses along Auto Center Drive adjacent to the I-5 Freeway corridor. To that end, the ACSP restricts land uses on the Subject Property to auto sales, auto-related businesses, and allows full-service hotels, motels with a conditional use permit.

The Coral Motel on the Subject Property was developed before the City's incorporation in 1954. The Coral Motel was rendered a non-conforming use when the City adopted the ACSP in 1997. Pursuant to Section 19.204.130 of the Buena Park Zoning Code and corresponding Table 19.204.100, nonconforming land uses that are operated in buildings of Coral Motel's construction type must be removed or made conforming within 25 years from the date the building was constructed, or January 19, 1954, whichever is later. This specified time period is known as an "amortization period," and the purpose is to provide property owners time to realize their financial investment in a non-conforming use (i.e. depreciate the capital improvements over a reasonable period of time), and give property owners adequate notice and time to either take action needed to make the use conforming, or remove and terminate the use. Accordingly, the 25-year amortization period has long since expired.

Public Nuisance Proceedings

Based on the public health and safety violations existing on the Subject Property, the scope of necessary repairs and improvements required, and the nonconforming status, the Planning Commission initiated proceedings on March 12, 2025, under Section 19.132.020 of the Buena Park Zoning Code to consider whether to terminate the Coral Motel as a nonconforming use and make corresponding findings that continued operation constituted a public nuisance. On April 23, 2025, the Planning Commission held a noticed public hearing and voted unanimously (5-0) to adopt a Resolution terminating the non-conforming motel use and declaring continued operation of said motel to be a public nuisance. The property owner appealed the Planning Commission's decision and on June 24, 2025, the City Council held a public hearing on the issue and voted 5-0 to deny the property owner's appeal.

The property owner was given notice of the City Council's decision on June 30, 2025. As of the date of this report, the property owner has not taken action to terminate the current motel use on the Subject Property. In addition, the property owner has not obtained any building permits to complete the repair work needed to remedy the building code violations existing on the Property. Accordingly, Coral Motel continues to be a public nuisance and poses public health and safety risks.

Consideration of Potential Acquisition of Subject Property to Abate Public Nuisance

Based on the deteriorated conditions of the structures on the Subject Property, numerous violations of state and local building, fire, and health and safety codes, public health and safety concerns, and the property owner's failure to take appropriate remedial action over the past year, City Staff believes that it is necessary for the City to consider the potential acquisition of the Subject Property, including by negotiated acquisition or by the exercise of the City's power of eminent domain, to abate the existing public nuisance.

The acquisition of real property, whether by negotiated acquisition or by the use of eminent domain, may constitute a "project" within the meaning of CEQA. This means the City must first evaluate the potential environmental impacts of the proposed action under CEQA before moving forward to evaluate the viability of the proposed acquisition. Staff has reviewed the potential acquisition of the Subject Property, including acquisition by negotiated acquisition or by the use of eminent domain, and demolishing the existing non-conforming structures to abate the public nuisance conditions against the provisions of CEQA, and has identified several exemptions set forth in the CEQA Guidelines (14 Cal. Code Regs. Section 15000 et seq.) (CEQA Guidelines) that are appropriate:

- Section 15301(i) of the CEQA Guidelines categorically exempts the minor alteration of existing public or private structures involving negligible or no expansion of existing or former use, including demolition and removal of small structures such as a motel and similar small commercial structures. The Subject Property is located in an urbanized area zoned for commercial use, and the three commercial motel buildings located on the property are each designed for occupancy by fewer than 30 persons. Here, the City's potential acquisition of the Subject Property, including by negotiated acquisition or by eminent domain, and demolition of the existing dilapidated buildings represents the minor alteration of existing structures and no expansion of an existing or former use is contemplated.
- Section 15321 of the CEQA Guidelines categorically exempts actions by regulatory agencies to enforce or revoke a land use entitlement issued or prescribed by the regulatory agency, or the enforcement of a law administered by the regulatory agency, including an order enforcing the entitlement for use or enforcing the general rule. Here, the City's potential acquisition of the Subject Property, including by negotiated acquisition or by eminent domain, and demolition of existing dilapidated buildings is consistent with the enforcement of the City's previous administrative determination of a public nuisance existing on the property and the land use regulations prescribed in the General Plan, Auto Center Specific Plan, and Buena Park Zoning Code; all of which contemplate and require immediate cessation of the illegal nonconformities in land use and building codes existing on the Subject Property. The City's acquisition of the Subject Property and demolition of existing structures would eliminate existing illegal conditions. The City has made no determination regarding the future use of the Subject Property and no construction activities are contemplated.
- Section 15332 (Class 32) of the CEQA Guidelines categorically exempts the potential acquisition of the Subject Property and the demolition of the existing dilapidated structures as an "infill development" because the Subject Property is located within an urbanized area and: (1) such actions would cure illegal conflicts with general plan and zoning requirements and the resulting vacant site would be consistent with General Plan and zoning requirements; (2) the site is located within City limits and the developable area is less than five (5) acres; (3) the site has no value as a habitat for engaged, rare, or threatened species; (4) the proposed actions would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (5) the resulting vacant site is served by all required utilities and public services.
- Pursuant to Section 15168 of the CEQA Guidelines, elimination of the illegal nonconforming use and dilapidated structures existing on the site is within the scope of the previously certified Program EIR for the Buena Park 2035 General Plan Update (SCH #2009111026) (hereinafter "Program EIR"). The Program EIR analyzed the environmental impacts of those properties in the subject area, including the Subject Property, being brought into compliance with applicable provisions of the Buena Park General Plan, Auto Center Specific Plan, and Buena Park Zoning Code, and demolition of existing dilapidated structures to abate the public nuisance and elimination of the illegal nonconforming use will ensure the Subject Property is brought into compliance with applicable Land Use Regulations.

Further, the potential acquisition of the Subject Property, by negotiated acquisition or by the use of eminent domain, to demolish the dilapidated and non-conforming structures to abate a public nuisance may comply with CEQA's land acquisition rule set forth in CEQA Guidelines Section 15004(b)(2)(A) because said transaction would constitute a simple acquisition of property with no commitment to any future use and would not have the possibility to have a significant effect on the environment. Any future use of the Subject Property would be subject to CEQA review.

The City's goal in connection with the potential acquisition of the Subject Property is to eliminate the public nuisance. Currently, the City has no plans for development of the Subject Property and the City has not made any decisions regarding its potential future use. Any such future use of the Subject Property would comply with the City's Land Use Regulations and must be consistent with the ACSP and the General Plan. Further, the environmental effects of any future use or development of the Subject Property will be analyzed in accordance with CEQA.

The attached Resolution has been prepared for the City Council's consideration and includes a recitation and findings of fact supporting a determination that the potential acquisition of the Subject Property, including by negotiated acquisition or by the use of the power of eminent domain, and demolition of the dilapidated structures to abate the existing public nuisance and illegal non-conforming use is exempt from CEQA pursuant to the above-referenced CEQA Guidelines. Adopting the attached Resolution would authorize staff to analyze the feasibility of the acquisition of the Subject Property, including by negotiated acquisition or by the use of eminent domain, to demolish the existing structures and abate a public nuisance. Any future actions relating to this matter will require direction and approval of the City Council, including the approval of a Purchase and Sale Agreement if a negotiated acquisition is reached or consideration of the adoption of a resolution of necessity at a hearing if negotiations are not successful and City Staff recommends that the City Council consider the condemnation of the Subject Property, in the City Council's sole discretion, and in accordance with applicable law.

BUDGET IMPACT

There is no budget impact associated with this action.

Attachments

Draft Resolution - 7891 Whitaker Street CEQA Determination.pdf

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A NOTICE OF EXEMPTION CONSISTENT WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE POTENTIAL ACQUISITION OF THE PROPERTY LOCATED AT 7891 WHITAKER STREET (APN 277-052-27) TO ABATE A PUBLIC NUISANCE

WHEREAS, the City of Buena Park desires to review and consider the potential acquisition of the real property located at 7891 Whitaker Street, City of Buena Park, California, and identified as Orange County Tax Assessor's Parcel Number 277-052-27 (Subject Property), including by negotiated acquisition or by the City's power of eminent domain, for public purposes to abate the public nuisance conditions by demolishing the existing non-conforming structures and removing the unlawful non-conforming use existing at the Subject Property (Project) consistent with the goals, policies, and public purposes set forth in the City of Buena Park Auto Center Specific Plan (ACS) and the City of Buena Park General Plan; and

WHEREAS, in October 2024, the City's Code Enforcement and the County of Orange Health Department (County) conducted an inspection at the Subject Property based on complaints received about cockroaches and general habitability of the Subject Property. The Subject Property is approximately 1.05-acres in size and is located on the north side of Whitaker Street east of Auto Center Drive. The Subject Property is operated as a motel commonly known as the Coral Motel; and

WHEREAS, the inspection found more than one hundred individual violations of state and local building, fire, and health and safety codes existing on the Subject Property. Code Enforcement and the County found that multiple violations existed in every room they inspected at the Subject Property. Many of these violations constituted a public nuisance and created imminent and ongoing public health and safety risks to guests and employees of the Subject Property; and

WHEREAS, the Subject Property has a General Plan Land Use designation of Commercial and a zoning classification of ACSP (Auto Center Specific Plan) Sub-District A-2 with a Mixed-Use Overlay-60 (Land Use Regulations). The use of the Subject Property as a motel is not a permitted use of the Property under the City's Land Use Regulations, and the time period during which the Buena Park Zoning Code allows the Coral Motel to continue operating as a "legal non-conforming use" has expired; and

WHEREAS, based on the public health and safety violations existing on the Subject Property, the scope of necessary repairs and improvements required, and the non-conforming status, the Planning Commission initiated proceedings on March 12, 2025 under Section 19.132.020 of the Buena Park Zoning Code to consider whether to terminate the Coral Motel as a non-conforming use and make corresponding findings that continued operation constituted a public nuisance. On April 23, 2025, the Planning Commission held a noticed public hearing and

voted unanimously (5-0) to adopt a Resolution terminating the non-conforming motel use and declaring continued operation of said motel to be a public nuisance. The property owner appealed the Planning Commission's decision and on June 24, 2025, the City Council held a public hearing on the issues and voted 5-0 to deny the property owner's appeal; and

WHEREAS, the property owner was given notice of the City Council's decision on June 30, 2025. As of November 3, 2025, the property owner had not taken action to terminate the current motel use on the Subject Property. In addition, the property owner has not obtained any building permits to complete the repair work needed to remedy the building code violations existing on the Property. Accordingly, Coral Motel continues to be a public nuisance and poses public health and safety risks; and

WHEREAS, the City wishes to analyze the feasibility of the potential acquisition of the Subject Property for the public purpose of abating the public nuisance conditions by demolishing the existing non-conforming structures and removing the unlawful non-conforming use; and

WHEREAS, the acquisition of real property to abate a public nuisance, whether by negotiated acquisition or by the use of eminent domain, may constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and the potential environmental impacts of said potential acquisition must be evaluated under CEQA and its implementing CEQA Guidelines (14 Cal. Code Regs. Section 15000 et seq.); and

WHEREAS, Section 15301(i) of the CEQA Guidelines categorically exempts the minor alteration of existing public or private structures involving negligible or no expansion of existing or former use, including demolition and removal of small structures such as a motel and similar small commercial structures. The Subject Property is in an urbanized area zoned for commercial use, and the three commercial motel buildings located on the property are each designed for occupancy by fewer than 30 persons. Here, the City's potential acquisition of the Subject Property, including by negotiated acquisition or by eminent domain, and demolition of the existing dilapidated buildings to abate a public nuisance represents the minor alteration of existing structures and no expansion of an existing or former use is contemplated; and

WHEREAS, Section 15321 of the CEQA Guidelines categorically exempts actions by regulatory agencies to enforce or revoke a land use entitlement issued or prescribed by the regulatory agency, or the enforcement of a law administered by the regulatory agency, including an order enforcing the entitlement for use or enforcing the general rule. Here, the City's potential acquisition of the Subject Property, including by negotiated acquisition or by eminent domain, and demolition of existing dilapidated buildings is consistent with the enforcement of the City's previous administrative determination of a public nuisance existing on the Subject Property and the Land Use Regulations prescribed in the General Plan, Auto Center Specific Plan, and Buena Park Zoning Code; all of which contemplate and require immediate cessation of the illegal nonconformities in land use and building codes existing on the Subject Property. The City's acquisition of the Subject Property and demolition of existing structures would eliminate existing illegal conditions. The City has made no determination regarding the future use of the Subject Property and no construction activities are contemplated; and

WHEREAS, Section 15332 (Class 32) of the CEQA Guidelines categorically exempts the potential acquisition of the Subject Property and the demolition of the existing dilapidated structures as an "infill development" because the Subject Property is located within an urbanized area and: (1) such actions would cure illegal conflicts with general plan and zoning requirements and the resulting vacant site would be consistent with General Plan and zoning requirements; (2) the site is located within City limits and the developable area is less than five (5) acres; (3) the site has no value as a habitat for engaged, rare, or threatened species; (4) the proposed actions would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (5) the resulting vacant site is served by all required utilities and public services; and

WHEREAS, pursuant to Section 15168 of the CEQA Guidelines, elimination of the illegal nonconforming use and dilapidated structures existing on the site is within the scope of the previously certified Program EIR for the Buena Park 2035 General Plan Update (SCH #2009111026) (hereinafter "Program EIR"). The Program EIR analyzed the environmental impacts of bringing the properties in the subject area, including the Subject Property, into compliance with applicable provisions of the Buena Park General Plan, Auto Center Specific Plan, and Buena Park Zoning Code. Demolition of existing dilapidated structures to abate the public nuisance and elimination of the illegal nonconforming use will ensure the Subject Property is brought into compliance with applicable Land Use Regulations; and

WHEREAS, the potential acquisition of the Subject Property, by negotiated acquisition or by the use of eminent domain, to abate a public nuisance and demolish the dilapidated structures may comply with CEQA's land acquisition rule set forth in CEQA Guidelines Section 15004(b)(2)(A) because said transaction would constitute a simple acquisition of property with no commitment to any future use and would not have the possibility to have a significant effect on the environment. Any future use and development of the Subject Property would be subject to environmental review under CEQA; and

WHEREAS, in connection with considering the feasibility of the Project, the City Council for the City of Buena Park has reviewed the Project in context of the requirements of CEQA, and based on the substantial evidence presented, it desires to adopt this Resolution finding and declaring the potential acquisition of the Subject Property and demolishing the existing non-conforming structures to abate a public nuisance as exempt from further CEQA review.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DOES HEREBY DECLARES, FINDS, AND RESOLVES AS FOLLOWS:

Section 1. That based on the substantial evidence presented to the City Council in connection with this matter, including but not limited to staff reports, presentations, and public comment, the City Council finds and declares that the foregoing recitals are true and correct; and further, that said evidence supports the additional findings and determinations set forth below.

Section 2. The City Council finds and declares that initiating the potential acquisition of the Subject Property to eliminate a public nuisance, and demolishing the dilapidated structures and removing the unlawful non-conforming use, whether by negotiated acquisition or by the power of eminent domain, and any such acquisition of the Subject Property is exempt from further environmental review under the California Environmental Quality Act because:

(a) Section 15301(i) of the CEQA Guidelines categorically exempts the minor alteration of existing public or private structures involving negligible or no expansion of existing or former use, including demolition and removal of small structures such as a motel and similar small commercial structures. The Subject Property is located in an urbanized area zoned for commercial use, and the three commercial motel buildings located on the property are each designed for occupancy by fewer than 30 persons. Here, the City's potential acquisition of the Subject Property, including by negotiated acquisition or by eminent domain, and demolition of the existing dilapidated buildings represents the minor alteration of existing structures and no expansion of an existing or former use is contemplated.

(b) Section 15321 of the CEQA Guidelines categorically exempts actions by regulatory agencies to enforce or revoke a land use entitlement issued or prescribed by the regulatory agency, or the enforcement of a law administered by the regulatory agency, including an order enforcing the entitlement for use or enforcing the general rule. Here, the City's potential acquisition of the Subject Property, including by negotiated acquisition or by eminent domain, and demolition of existing dilapidated buildings is consistent with the enforcement of the City's previous administrative determination of a public nuisance existing on the property and the land use regulations prescribed in the General Plan, Auto Center Specific Plan, and Buena Park Zoning Code; all of which contemplate and require immediate cessation of the illegal nonconformities in land use and building codes existing on the Subject Property. The City's acquisition of the Subject Property and demolition of existing structures would eliminate existing illegal conditions. The City has made no determination regarding the future use of the Subject Property and no construction activities are contemplated.

(c) Section 15332 (Class 32) of the CEQA Guidelines categorically exempts the potential acquisition of the Subject Property and the demolition of the existing dilapidated structures as an "infill development" because the Subject Property is located within an urbanized area and: (1) such actions would cure illegal conflicts with general plan and zoning requirements and the resulting vacant site would be consistent with General Plan and zoning requirements; (2) the site is located within City limits and the developable area is less than five (5) acres; (3) the site has no value as a habitat for engaged, rare, or threatened species; (4) the proposed actions would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (5) the resulting vacant site is served by all required utilities and public services.

(d) Pursuant to Section 15168 of the CEQA Guidelines, elimination of the illegal nonconforming use and dilapidated structures existing on the site is within the scope of the previously certified Program EIR for the Buena Park 2035 General Plan Update (SCH #2009111026) (hereinafter "Program EIR"). The Program EIR analyzed the environmental impacts of bringing those properties in the subject area, including the Subject Property, into compliance with applicable provisions of the Buena Park General Plan, Auto Center Specific Plan, and

Buena Park Zoning Code. Demolition of existing dilapidated structures to abate the public nuisance and elimination of the illegal nonconforming use will ensure the Subject Property is brought into compliance with applicable Land Use Regulations.

(e) The potential acquisition of the Subject Property, by negotiated acquisition or by the use of eminent domain, and demolishing the dilapidated structures and removing the non-confirming use, to abate a public nuisance may comply with CEQA's land acquisition rule set forth in CEQA Guidelines Section 15004(b)(2)(A) because said transaction would constitute a simple acquisition of property with no commitment to any future use and would not have the possibility to have a significant effect on the environment. Any future use or development of the Subject Property would be subject to environmental review under CEQA.

Section 3. The City Council hereby approves a "Notice of Exemption" ("NOE") for the Project and authorizes and directs staff to finalize and file the NOE with the County of Orange, in accordance with the requirements of CEQA and the CEQA Guidelines.

Section 4. This Resolution shall become effective immediately, and the Mayor is hereby authorized to affix the Mayor's signature to this Resolution signifying its adoption by the City Council of the City of Buena Park.

Section 5. The City Clerk shall certify to the adoption of this Resolution and shall record it in the original book of resolutions.

PASSED AND ADOPTED this 12th day of November, 2025 by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, 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 November 2025.

_____
City Clerk

November 12, 2025
NEW BUSINESS
Item No. 5F.

City Council Agenda Report

CONSIDERATION OF AN ORDINANCE REGULATING THE SALE AND DISTRIBUTION OF NITROUS OXIDE

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 adding Chapter 8.54 to the Buena Park Municipal Code regulating the retail sale and distribution of nitrous oxide for recreational use in the City of Buena Park.

PREVIOUS CITY COUNCIL ACTION

None. This item was co-calendared at the request of Councilmember Lamiya Hoque and Vice Mayor Traut.

DISCUSSION

Nitrous oxide, commonly referred to as "laughing gas," is a colorless, non-flammable gas that is widely used by healthcare professionals for medical and dental anesthesia. Nitrous oxide takes effect rapidly and dissipates from the body, making it a primary choice for effective pain relief and minor medical procedures. When administered under the supervision of a licensed healthcare provider, nitrous oxide is considered safe and effective. Beyond medical applications, nitrous oxide has various industrial and commercial uses. It can be utilized to enhance engine performance in the automobile industry and serves as a preservative or propellant for dispensing and preserving whipped cream, as well as producing other aerated foods, desserts, or beverages.

Unfortunately, the use of nitrous oxide for recreational purposes has emerged as a public health issue, with public health authorities linking the recreational misuse of nitrous oxide to serious health problems. Short-term health effects of nitrous oxide use include disorientation, nausea, blackouts and impaired motor control, which pose immediate risks to both users and the public, especially when combined with driving or public disturbances. More troubling are the long-term effects of chronic misuse, which include vitamin B12 depletion, irreversible nerve damage, paralysis, cognitive impairments, and even death.

Regulation of nitrous oxide falls under the jurisdiction of the Food and Drug Administration (FDA) and is considered a legal substance because of its numerous legitimate applications. It is neither regulated by the Drug Enforcement Agency (DEA) nor controlled under the Controlled Substances Act, making its possession lawful, provided it is used for legitimate purposes. However, the sale or distribution of nitrous oxide for human consumption without a valid medical prescription is prohibited, with violations classified as federal misdemeanors and carrying penalties of up to one year in federal prison and fines of up to $100,000.

California Penal Code Section 381b makes it illegal to possess or use nitrous oxide for the purpose of intoxication, but the statute does not adequately deter sales under the “culinary use” loophole; largely because it requires law enforcement to provide an "intent" element. As a result, nitrous oxide is frequently sold at tobacco-related establishments, including vape shops, cigar shops, smoke shops, and other retail outlets throughout the City. The availability of nitrous oxide in such establishments facilitates recreational misuse/abuse by making it easily accessible to youth and adults, and this availability combined with the relatively low-cost has caused the recreational use of nitrous oxide to gain popularity at an alarming rate, particularly among college students, high schoolers, and even middle school-aged children.

The misuse of nitrous oxide has been linked to multiple documented vehicle accidents in the County over the past few years, and the Orange County Health Care Agency issued a special report in August 2025 analyzing the increased incidents and risks associated with recreational use, and making various policy recommendations to address the health crisis (Attachment B). Several jurisdictions throughout Orange County - including Santa Ana, Costa Mesa, Newport Beach, and the County of Orange - have recently moved to close this loophole in state law by adopting ordinances that directly prohibit the sale, distribution and recreational use of nitrous oxide.

By adopting a similar local ordinance, the City of Buena Park can safeguard public health and provide law enforcement with a clear and enforceable tool to reduce misuse. A municipal ban on the sale, distribution and recreational use of nitrous oxide will help close regulatory gaps, reduce youth access, limit public nuisance impacts and affirm the City’s commitment to proactive public safety. A draft ordinance to this effect is presented with this report for the City Council's consideration.

ENVIRONMENTAL REVIEW

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).)

BUDGET IMPACT

There is no budget impact associated with this item, apart from administration and enforcement costs that will be partially offset by the recovery of fines and penalties for violations.

Attachments

Attachment A - Draft Ordinance - Chapter 8.54 NOx Regulation.pdf

Attachment B - Orange County Health Care Agency - Nitrous Oxide Report

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ADDING CHAPTER 8.54 TO THE BUENA PARK MUNICIPAL CODE REGULATING THE RETAIL SALE AND DISTRIBUTION OF NITROUS OXIDE FOR RECREATIONAL USE IN THE CITY

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) Nitrous oxide is an odorless, colorless chemical that can be inhaled for legitimate purposes associated with medical or dental procedures in a clinical setting, and is legitimately used for industrial purposes or as a propellant for food products;

(iii) Nitrous oxide is also subject to recreational misuse and abuse, in part because it is relatively inexpensive and easy to purchase, and medical studies have demonstrated that recreational use of nitrous oxide causes negative long-term health effects including hematological impacts, such as permanent vitamin deficiencies in the blood, and neurological effects including paralysis or death;

(iv) California law currently regulates the recreational use and sale of nitrous oxide by: prohibiting the possession of nitrous oxide with the intent of inhaling it for intoxication; prohibiting sale to persons under 18 years of age; requiring retailers give warnings to and keep records of persons that purchase nitrous oxide; and making it a misdemeanor to knowingly dispense nitrous oxide to a person for unlawful purposes if that person subsequently causes death or great bodily injury to themselves or another;

(v) Despite existing California law, over the past decade the incidences of misuse and abuse have been on the rise in the community, with the recreational use of nitrous oxide being associated with multiple traffic and criminal incidents in the past several years, and nitrous oxide being offered for sale in local liquor stores, gas stations, food marts, tobacco shops, and similar establishments that lack any nexus to legitimate uses of nitrous oxide;

(vi) The City does not currently regulate the sale of nitrous oxide, and the City Council finds and declares that in the absence of local regulation nitrous oxide poses a significant risk of being misused and abused because it may be easily acquired by and sold to individuals intending to misuse or abuse the product; and

(vii) The City desires to adopt a local ordinance regulating the sale of nitrous oxide for recreational purposes in an effort to discourage retailers of nitrous oxide products from selling to individuals whom they know intend to use the product for illegal purposes, and the City Council

finds and declares that this ordinance is necessary to protect and preserve the health, safety, and general welfare of the community.

(viii) All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BUENA PARK, CALIFONRIA, ORDAINS AS FOLLOWS:

SECTION 1. The facts set forth in the Recitals, Part A, of this Ordinance are true and correct, and incorporated into this ordinance as substantive fundings.

SECTION 2. Chapter 8.54 (Nitrous Oxide Prohibitions and Regulations) is hereby added to Title 8 (Health Safety & Welfare) of the Buena Park Municipal Code to read as follows:

Chapter 8.54 REGULATION OF NITROUS OXIDE.

Section 8.54.010 Authority and Purpose.
Section 8.54.020 Definitions.
Section 8.54.030 Prohibition on Sale or Distribution of Nitrous Oxide.
Section 8.54.040 Exceptions to Prohibition.
Section 8.54.050 Violations and Penalties.

Section 8.54.010 Authority and Purpose.

This article is enacted pursuant to the City's plenary police powers to protect the public safety, health and welfare. The purpose of this Chapter is to protect the public health and safety by eliminating retail access for recreational use of nitrous oxide, a dangerous gas that is illicitly used as an intoxicant.

Section 8.54.020 Definitions.

For purposes of this Chapter, the following definitions apply.

A. "Nitrous oxide device" means any cartridge, compressed gas cylinder, apparatus, container, balloon, attachment, nozzle, or any other object used to contain, dispense, inhale, ingest, or administer nitrous oxide. A nitrous oxide device may at times be informally or colloquially referred to as a whippet, nang, nos canister, cannies, dusters, laughing gas canister, amongst others.

B. "Nitrous oxide" means the colorless nonflammable gas sometimes identified as N20, dinitrogen monoxide, dinitrogen oxide, or nitrogen oxide, or sometimes informally as laughing gas, NOX, or galaxy gas, amongst others. For purposes of this chapter, nitrous oxide includes any substance containing nitrous oxide.

C. "Person" means any individual, business, or legal entity however constituted or organized.

D. "Wholesale capacity" means sale of or distribution of nitrous oxide or a nitrous oxide device to a person that will use it in service or products for resale. Examples include, but are not limited to, commercial sale of dentistry supplies to dentists or dentistry offices, commercial sale of nitrous oxide or nitrous oxide devices for use in food production or commercial kitchens (e.g., whipped cream canisters).

Section 8.54.030 Prohibition on Sale or Distribution of Nitrous Oxide.

Except as otherwise authorized by law or this Chapter, it is unlawful for any person to sell, attempt to sell, offer for sale, distribute or otherwise provide to any person nitrous oxide or any nitrous oxide device.

Section 8.54.040 Exceptions to Prohibition.

This chapter does not apply to the sale, attempt to sell, offering for sale, distribution, or other manner of providing nitrous oxide or a nitrous oxide device in the following circumstances:

A. If the nitrous oxide is contained in a food product for use as a propellant.

B. If the nitrous oxide or nitrous oxide device is being sold, attempted to be sold, offered for sale, or distributed to a person in a wholesale capacity for uses similar to those described in subsection (D) of section 8.54.020. This exemption only applies if the wholesaler does not know or have reason to know that person intends to use the nitrous oxide or nitrous oxide device in violation of section 8.54.030.

C. If the nitrous oxide or nitrous oxide device that is being sold, attempted to be sold, offered for sale, or distributed is specifically designed for use in a vehicle to enhance the performance of the vehicle.

D. If the nitrous oxide is being sold, attempted to be sold, offer for sale, or distributed specifically for the purpose of providing medical or dental care, by or at the direction and under the supervision of, a medical or dental practitioner licensed by the State of California and in accordance with all applicable rules and regulations.

E. If the nitrous oxide or nitrous oxide device is being sold, attempted to be sold, offered for sale, distributed, or dispensed by a pharmacist, pharmacist intern, or pharmacy in the course of their duties as a pharmacist or pharmacist intern, or wholesalers licensed by the California State Board of Pharmacy. The terms pharmacist, pharmacist intern, and pharmacy shall have meaning set forth in California Business and Professions Code sections 4030, 4036, and 4037, as the same may be amended from time to time.

F. Or any other circumstances exempted under law.

Section 8.54.050 Violations and Penalties.

Any person who violates this chapter is guilty of a misdemeanor offense and upon conviction thereof may be fined up to $1,000 and sentenced up to six (6) months in the county jail. Additionally, any person who violates this Chapter is subject to administrative citation in accordance with Chapter 1.04 of this Municipal Code. This section shall be in

addition to any other legal remedies or actions that the City may have to address violations of this Chapter.

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. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion hereof and intends that the invalid portions should be severed, and the balance of the ordinance be enforced.

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

ochealth CARE AGENCY

NITROUS OXIDE

Assessment of Misuse and Policy Recommendations

OC HEALTH CARE AGENCY SPECIAL REPORT

405 W 5th Street
Santa Ana, CA 92701

August 2025.

OC Health Care Agency. (2025). Special Report - Nitrous Oxide: Assessment of Use and Policy Recommendations.

Link:

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CONTEXT FOR THIS SPECIAL REPORT

This report was created under the direction from the Orange County Board of Supervisors (Board) on February 11, 2025, when the Board approved an ordinance, which bans the sale or distribution of nitrous oxide for recreational use. The report contains local background information about nitrous oxide misuse, availability, and impact throughout Orange County (OC). Information in the report is the result of a collective effort by healthcare leaders at the OC Health Care Agency (HCA) as well as information gathered from other agencies, organizations, and businesses across the county. This report was written in a comprehensive manner to help inform a wide range of stakeholders in the community, including healthcare professionals, first responders, community organizations, and lawmakers of this emerging issue, despite limitations in data.

EXECUTIVE SUMMARY

Illicit use of nitrous oxide ("laughing gas") is an emerging public health concern in Orange County, reflecting anecdotal and documented trends observed both nationally and globally in recent years. Traditionally used for medical and commercial purposes, nitrous oxide has been increasingly misused for its short-term euphoric effects. Reports from community stakeholders, law enforcement, first responders and clinical providers in Orange County suggest a rise in illnesses associated with this misuse, particularly among adolescents and young adults. Nitrous oxide misuse has led to documented neurological harm, impaired judgement, and traffic accidents.

Comprehensive data on the prevalence and health impacts of nitrous oxide in California and Orange County remains limited. Data from emergency department visits, hospitalizations, and poison control center calls related to nitrous oxide misuse are currently limited and/or unavailable - whether due to lack of systematic collection, underreporting, or absence of mechanisms specifically designed to capture this information. This gap in data creates challenges in fully understanding local trends which is helpful in the development of effective, evidence-based interventions.

Several states and jurisdictions - including Orange County - have only recently begun enacting ordinances restricting the sale or possession of nitrous oxide cartridges outside of legitimate uses. We are in our infancy in understanding the full long-term effects of this substance on the residents of Orange County.

As Orange County continues to prioritize the health and safety of its residents, a more coordinated and comprehensive response is needed. This includes raising awareness among providers and the public, exploring potential policy and regulatory strategies to curb misuse, and strengthening local data collection and surveillance systems to better monitor emerging substance use trends.

Gaining a better understanding of the scope of this emerging issue is the first step we can all take to creating a comprehensive response tailored to our community's needs.

BACKGROUND

Misuse of nitrous oxide - commonly known as "laughing gas," "whippets," or "NOS" is a growing public health and safety concern. Originally used for medical and industrial purposes, nitrous oxide is increasingly misused by adolescents and young adults for its euphoric and dissociative effects.

Recent accounts from the community regarding the misuse of nitrous oxide illustrate the negative impacts of its increasing use and availability. Nitrous intoxication has been linked to vehicle accidents in Orange County, most notably the fatal collision among 7 young people, killing three.[1] More recently, Tustin police arrested a driver who was actively inhaling nitrous oxide behind the wheel and seized nearly 90 canisters of nitrous oxide from the vehicle in late August 2025.[2]

> *"Nitrous Oxide is prevalent in the community. It's at party scenes and planned social media meet ups." Deputy Chief Julian Rodriguez, Santa Ana Police Department.*
>
> *"As a neurologist, it is concerning that more recently I have seen more young adults in their 30's and 40's who now have difficulty walking because of significant degeneration of the spinal cord related to nitrous oxide use" Dr. Joey Gee, local neurologist.*
>
> *"Some stories are memorable and haunting. A 17-year-old patient flatly told me his story. He and his best-friend were sitting on a roof, using nitrous, when his friend lost consciousness and rolled down and off the edge. His friend would never walk again but his nitrous use continued." - Dr. Jonathan Watson, Correctional Health Medical Director, OC Health Care Agency.*

Local medical professionals have also cited increases in the number of people using nitrous illicitly and developing serious complications, including memory issues, worsening mood disorders, psychosis, hallucinations, neurologic deficits, and spinal cord degeneration. These providers describe their patients were under the impression that nitrous oxide use is safe and cannot lead to health problems.[3]

This report provides an overview of local trends, associated risks, community impact, and a look at the ordinances enacted or considered by lawmakers for reducing harm and improving enforcement.

Nitrous oxide (N_2O) is a colorless, nonflammable gas that has legitimate use in health care, culinary, automotive, and electronics industries. Nitrous oxide has long been used in the medical community for its analgesic and anesthetic properties.[4,5,6] Its commercial use in the automotive industry includes enhancing engine performance, and in the electronics industry in the assembly of semiconductors.[7] In the culinary industry, it has been used to create light and whipped textures, among other uses.[8,9,10,11,12]

Alongside its legitimate applications, nitrous oxide has become an increasing public health concern due to the growing misuse for purposes of getting high. The widespread availability of canisters designed for non-medical use has made it easier to obtain the gas. Since 2010, manufacturers have increasingly marketed colorful and visually appealing canisters - often with branding that appears to target younger audiences. These canisters are usually marked for food-grade use but are in larger containers and infused with flavors that are not typical of use in the culinary industry. These marketing efforts have been further amplified by social media platforms, where pop stars and rap artists have glamorized misuse of this substance.

Reflecting these mounting concerns, the US Food and Drug Administration (FDA) issued an advisory on March 14, 2025, warning consumers against inhaling or misusing nitrous oxide from any size canister, tank, or charger, citing the risk of severe health consequences, including death. This warning was updated on June 4, 2025, to include an extended list of brand name nitrous oxide products.

The ease of access to nitrous oxide and the widespread perception of it as a "safe high" have contributed to its rising illicit use—locally, nationally, and globally. In response to these growing concerns and the associated risks to individual and public safety, interest is mounting in strategies to restrict access and prevent misuse of this substance. This report is meant to provide a review of current data on the misuse of nitrous oxide in Orange County. Of note, nitrous oxide is only one of many other easily accessed substances that can be inhaled for to achieve a high. Other substances include spray paints, correction fluids, glues, cleaning fluids, and other substances like amyl nitrate (poppers). The misuse and negative effects of other inhalants are beyond the scope of this report. Readers should know that like nitrous oxide, these are also easily accessed over the counter and when misused, can also contribute to severe health problems and even death.

Adverse Effects and Toxicology

Nitrous oxide, when inhaled over prolonged periods or used repeatedly, can be extremely harmful. Nitrous oxide interferes with vitamin B12, which is essential for nerve and blood health. Inappropriate use can cause:

- Damage to the nervous system that can lead to numbness, tingling, trouble walking, memory issues or mood changes, and the onset of bizarre behavior, psychosis or mood disorders.
- Severe cases can lead to the condition called subacute combined degeneration (SCD) of the spinal cord and death.
- Blood problems such as low red blood cell counts or anemia, and even heart disease. [13,14,15,16]
- Adverse reproductive effects that are toxic to the developing fetus.

People with underlying conditions or impaired vitamin B12 metabolism (Example: MTHFR deficiency - methylenetetrahydrofolate reductase gene) can be more vulnerable to its harmful effects.

Additionally, the method of inhalation, level of ventilation, and other factors can pose a risk. For example, higher concentrations of nitrous oxide exposure without adequate oxygenation or ventilation, can increase the risk of suffocation, while exposure to freezing temperatures upon contact of freezing depressurized tanks can cause thermal, burn injuries, whereas direct inhalation from pressurized tanks can lead to soft tissue injury or collapsed lung. [17]

SUBSTANCE MISUSE AND DEPENDENCE POTENTIAL

The misuse of nitrous oxide, where people intentionally seek to use the substance for the purpose of experiencing the rapid, short-lived euphoric high, is meeting growing concern with reports of increased misuse. This calls into question where individuals may be accessing nitrous oxide when not being used appropriately in the medical, automotive, electronics, or culinary fields.

Nitrous oxide is easily accessed and can be purchased online, at smoke shops, retail stores and specialty stores. It is known as “whippits,” “whip-its,” “whippets,” “hippie crack,” “nangs,” “funky balls,” and “galaxy gas.”

Misuse is commonly done by inhaling the gas by utilizing a “cracker” (small handheld flashlight-sized item that allows the user to quickly transfer gas into a balloon), or an adaptor. Escaping gas is captured in a balloon and inhaled to get a short-lasting euphoric sensation, typically several minutes, depending on the amount of gas inhaled.

The euphoria and dissociation caused by inhalation of nitrous oxide is often referred to as a “legal high.” Referring to its availability for legitimate use in medical, food, automotive settings. Once inhaled, nitrous oxide dissolves rapidly in the bloodstream, reaching the brain within seconds, and causing a sensation of well-being. [18] Laboratory studies with healthy adults have confirmed the presence of this dose-dependent sensation of pleasure at concentrations of 10 to 50%. The sensation peaks at two to three minutes and subsides within 15 to 20 minutes. [19,20,21]

Nitrous oxide use can cause intense vasodilation, which is an extreme widening of the blood vessels leading to a significant decrease in blood pressure, potentially causing circulatory shock, which is where the body’s circulatory system fails to deliver enough oxygen and nutrients to the body’s tissues and organs, low blood pressure, and rapid heart rate within seconds of inhalation. Effects are brief and estimated to last less than five minutes.

In some cases, individuals inhale the gas directly through cartridge nozzles or adaptors. When inhaled in this manner, contact from direct spraying or spilling of liquified gas or from the decrease in temperature of the depressurized canister can lead to contact burn injury around the mouth, face, or extremities. Several case reports have demonstrated cryogenic burn injury as well as barotrauma (injuries caused by a difference in pressure between the body and its surroundings) to the airway and lungs. [22,23] Illicit users of nitrous oxide gas are also more susceptible to asphyxiation and oxygen deprivation depending on the purity of the gas and the absence of oxygen-mixing.

Those who misuse nitrous oxide has presented to emergency departments with a range of neurologic symptoms including numbness or electric sensations, weakness in the legs and difficulty walking, genitourinary problems, confusion and personality changes, and other neuropsychiatric symptoms. [24,25]

Nitrous oxide has been linked in some studies to addiction, development of tolerance, and withdrawal. [26,27,28,29,30,31,32,33] A recent systematic review of the nitrous oxide studies found that while literature was limited and the body of evidence is still emerging, findings suggest that N_2O use disorder—based on the DSM-5 SUD criteria (Diagnostic and Statistical Manual of Mental Disorders, 5th Edition – Substance Use Disorder) —might exist in the heaviest N_2O users and concluded that the addictive potential of N_2O should not be underestimated.[34]Note that substance use disorder diagnoses consider a range of physiological and psychological symptoms, including tolerance, withdrawal, cravings, and functional impairment as a consequence of the substance use.

An individual can present with a wide array of symptoms and deficits which could be attributed to nitrous oxide use. For example, severe neurologic deficits or even psychosis can also be related to chronic nitrous oxide use. For providers suspecting chronic inhalant use, a comprehensive physical and neurological examination is recommended to assess for complications. Laboratory testing may help identify associated conditions such as electrolyte abnormalities, vitamin B12 deficiency, and potential liver or kidney impairment, as well as to detect other toxins in urine or serum. Imaging studies, such as MRI (magnetic resonance imaging), may be warranted when there is clinical suspicion of spinal cord degeneration resulting from chronic vitamin B12 deficiency.[35]

However, there are significant limitations in the routine testing for nitrous oxide exposure. Nitrous oxide is a volatile substance that is rapidly eliminated from the body and is not routinely detected in standard toxicology screens. As a result, objective confirmation of recent use is often not possible, making the diagnosis particularly reliant on clinical history. Some individuals may be aware of these testing limitations and may be more likely to engage in misuse under the assumption that it will not be detected, further complicating efforts to identify and intervene in cases of misuse.

DATA ON USE

Global

Misuse of nitrous oxide has been rising in Europe, Australia, and parts of Asia. According to the 2021 Global Drug Survey, which collected voluntary responses from over 32,000 individuals across 22 counties (primarily in Europe), 22.5% of survey respondents reported lifetime use of nitrous oxide, and nearly 10% had used it in the past year.[36]Longitudinal data show that among survey respondents 16 to 24 year olds, there was an increase from approximately 10% who used nitrous oxide in the past year in 2015 to over 20% in 2021, reflecting a growing trend in global use.[37]

National

Each year, the Substance Abuse and Mental Health Services Administration (SAMHSA), publishes the National Survey and Drug Use and Health (NSDUH) report. The most recent report, released in 2023, indicates that inhalant use remains a relatively small portion of overall substance use in the US. However, the data combines a wide range of substances under the umbrella of "inhalants." These include:

- Volatile solvents (e.g., paint thinners and removers, dry cleaning fluids, gasoline, glues, shoe polish, correction fluids)
- Aerosols (e.g., spray paints, deodorant and hair spray, fabric protector sprays, computer keyboard cleaner)
- Gases (e.g., ether, halothane, nitrous oxide, butane, propane)
- Nitrites (e.g., amyl nitrite, "poppers," locker room deodorizers "Rush")

When broken down by specific substances, nitrous oxide - often referred to as "whippets" - has shown fluctuating but notable levels of lifetime use. Among individuals 12 and older, reported lifetime use increased from 12.4 million in 2018 to nearly 14 million in 2022, then slightly decreased around 13 million in 2023. [38,39,40]

Further insights into adverse effects and emergency care utilization come from surveillance systems such as the National Electronic Injury Surveillance System (NEISS) which collects consumer-product related injuries treated in US emergency departments and the FDA Adverse Event Reporting System (FAERS) which collects reports of adverse events involving drugs and other biologic products. Between 2000 and 2019, these sources both noted a significant increase in nitrous oxide-related incidents:

- NEISS reported a six-fold increase in cases when comparing the periods 2000-2013 and 2014-2019. Over 90% of cases involved individuals ages 13 to 39, with 77% of cases occurring in males.
- Similarly, FAERS reported a 50-fold increase in adverse events over the same comparison period, with similar demographic patterns. [41]

State

In December 2024, the California Department of Public Health (CDPH) Regional Public Health Office surveyed local health jurisdictions to gather insights on the emerging concerns surrounding misuse of nitrous oxide across the state. While some counties shared no concern or "spikes" in case numbers, other counties did express concern either anecdotally, or with data from syndromic surveillance platforms (ESSENCE/BioSense), school district reports, traffic incidents, or observations of increased retail availability.

According to the Youth Risk Behavioral Health Surveillance System (YRBS), in 2019, 12.8% of California high school students reported ever using an inhalant. However, the survey does not distinguish between types of inhalants, so it is not possible to determine how many had used nitrous oxide specifically. [42]

CDPH's assessment identified growing anecdotal evidence of increased access to nitrous oxide, particularly through retail sources like smoke shops, and suggested rising usage among youth statewide. However, the absence of standardized surveillance definitions limits the ability to systematically monitor health impacts.

To track severe health outcomes, CDPH utilized the California Health Access and Information (HCAI) data on emergency department visits and hospitalizations.[43] HCAI datasets are composed from the mandatory reports of ED encounters and inpatient discharge records from California-licensed hospitals. Use of this dataset to understand the overall impact to the health care field is limited as chronic conditions that can result from acute or chronic use of nitrous oxide is not always treated in an inpatient or emergency department setting. For example, vitamin B12 deficiency ultimately leading to neurologic symptoms, including subacute combined degeneration (SCD) of the spinal cord are more likely to be diagnosed in the primary or specialty care settings - data sources not routinely captured in statewide hospitalization data.

Nationally standardized surveillance tools such as the National Syndromic Surveillance Program (NSSP) or the Council of State and Territorial Epidemiologists (CSTE) have yet to develop comprehensive case definitions or syndromic surveillance strategies specific to nitrous oxide use.

California Emergency Department and Hospitalization Data (2018-2023)

This section provides a summary of recent trends and health system data related to nitrous oxide use in California hospitals.

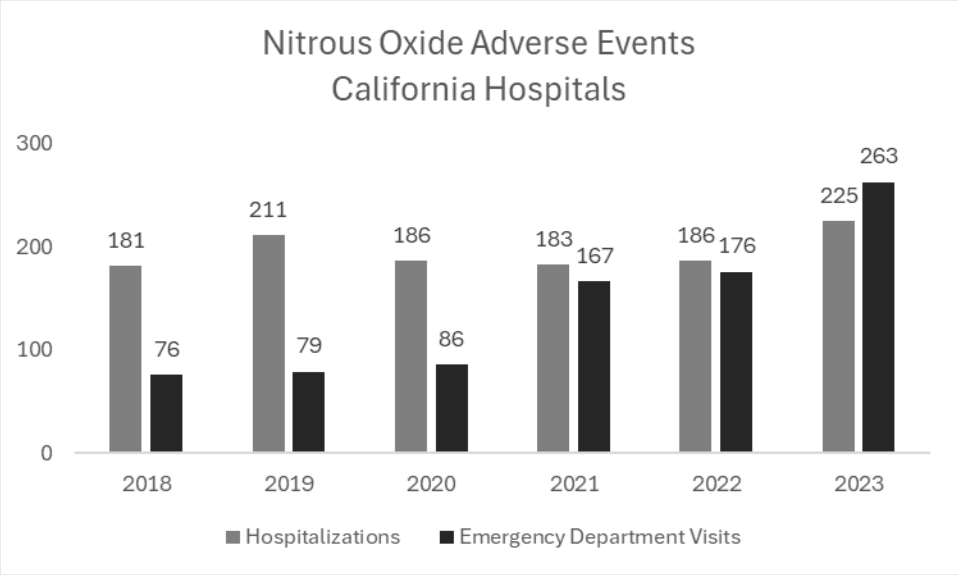
Using ICD-10-CM (International Classification of Diseases, 10th Revision, Clinical Modification) codes, CDPH defined nitrous oxide-related adverse events and B12 deficiency-related SCD as follows:

- Nitrous oxide adverse events: Acute poisoning or complications due to nitrogen oxides (T41.0x1A, T41.0x4A, T41.0x5A, T59.0XA). Note this definition includes the initial encounter for unintentional and undetermined intents for poisoning events but does not include intentional self-harm poisoning events or subsequent encounters.
- SCD due to vitamin B deficiency: G32.0 along with D51.8, D51.9, or E53.8.

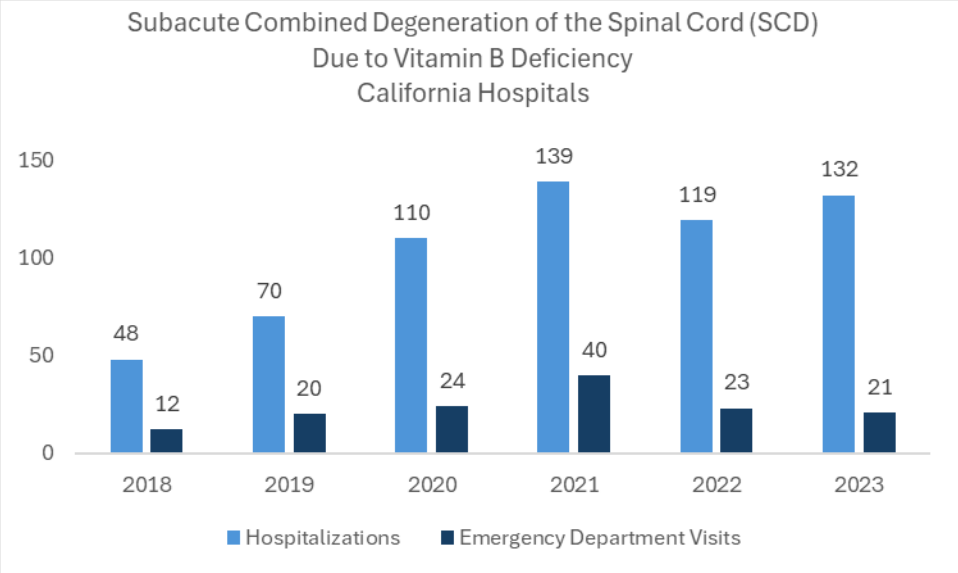
Key Findings from 2018 to 2023:

- Nitrous Oxide Adverse Events:
    - Emergency department visits related to nitrous oxide increased by 246%, from 76 visits in 2018 to 263 visits in 2023.
    - Hospitalizations also increased from 181 in 2018 to 225 in 2023. This 24% rise is modest compared to emergency department visits and does not show a consistent upward trajectory.
    - Hospitalizations outnumbered emergency department visits for the first time in 2023.
- Subacute Combined Degeneration (SCD) of the Spinal Cord:
    - Emergency department visits for this condition rose in 2021 but returned to previous levels in 2022 and 2023.
    - Hospitalizations for SCD due to vitamin B deficiency rose by 175%, from 48 to 132 cases during the same period.
    - Emergency department visits for this condition rose in 2021 but returned to previous levels in 2022 and 2023.

It's important to note that the true burden of SCD is likely underestimated, as these conditions are more frequently identified outside of hospital settings.



Source: HCAI, 2018-2023



Source: HCAI, 2018-2023

Mortality Data

The Substance and Addiction Prevention Branch (SAPB) at CDPH does not conduct routine surveillance of fatalities due to nitrous oxide alone. However, SAPB does conduct surveillance on fatal drug-related overdoses including when nitrous oxide is used in combination with other drugs within their scope (e.g., opioids, methamphetamines, etc.). In 2023, there were less than 11 unintentional (accidental) or undetermined drug-related overdose deaths that included nitrous oxide as one of the substances listed in the cause of death statement on the death certificate. This is likely an undercount of all fatalities involving nitrous oxide, given surveillance is conducted for other drug-related overdose deaths where nitrous oxide was listed as an involved substance.

Orange County Data

Orange County Emergency Department and Hospitalization Data (2018-2023)

Like the patterns seen statewide, Orange County hospitals also saw an increase in emergency department visits related to nitrous oxide poisonings and complications. The pattern was less obvious with respect to hospitalizations for subacute combined degeneration of the spinal cord due to a deficiency in vitamin B12 due to the small number of cases (fewer than 11 for each year from 2018 to 2023). In fact, even with the trend for nitrous oxide adverse events, the number of events in any year were fewer than 20, and thus assessments regarding patterns should be made with caution.

In addition to surveilling for nitrous oxide poisonings and degeneration of the spinal cord, the section below also includes counts for hospitalizations and emergency department visits in Orange County hospitals due to non-specific inhalant-related mental and behavioral disorders. While this classification covers more substances than just nitrous oxide, this diagnostic category is meaningful in assessing the extent of inhalant use/misuse.

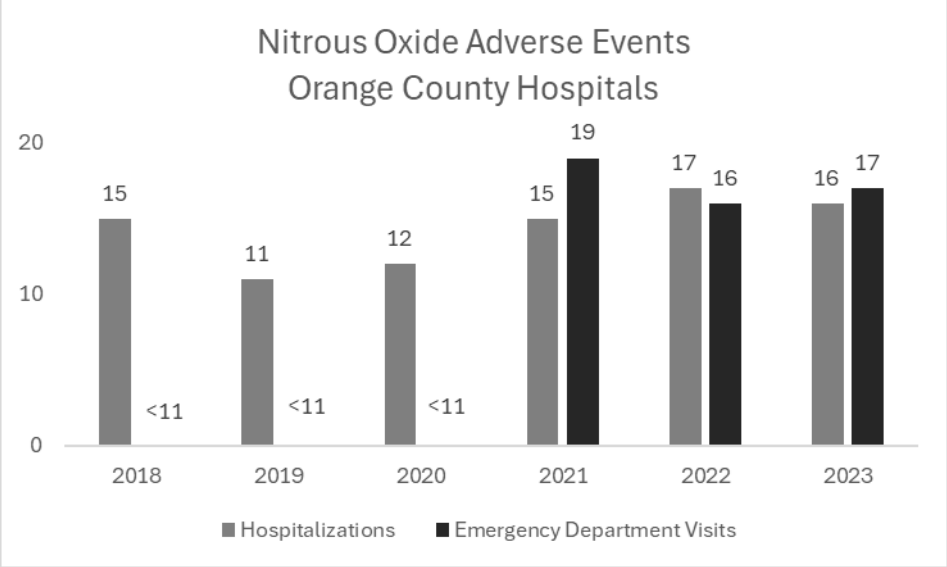
To track severe health outcomes, HCA, also utilized the California Health Access and Information (HCAI) data on emergency department visits and hospitalizations.[43] The HCAI dataset HCA used is composed from the mandatory reports of ED encounters and inpatient discharge records all the California-licensed hospitals located in Orange County.

Using ICD-10-CM codes, Orange County HCA followed CDPH definitions for nitrous oxide-related adverse events and B12 deficiency-related SCD as described in the previous section. Additionally, HCA defined inhalant-related disorders as:

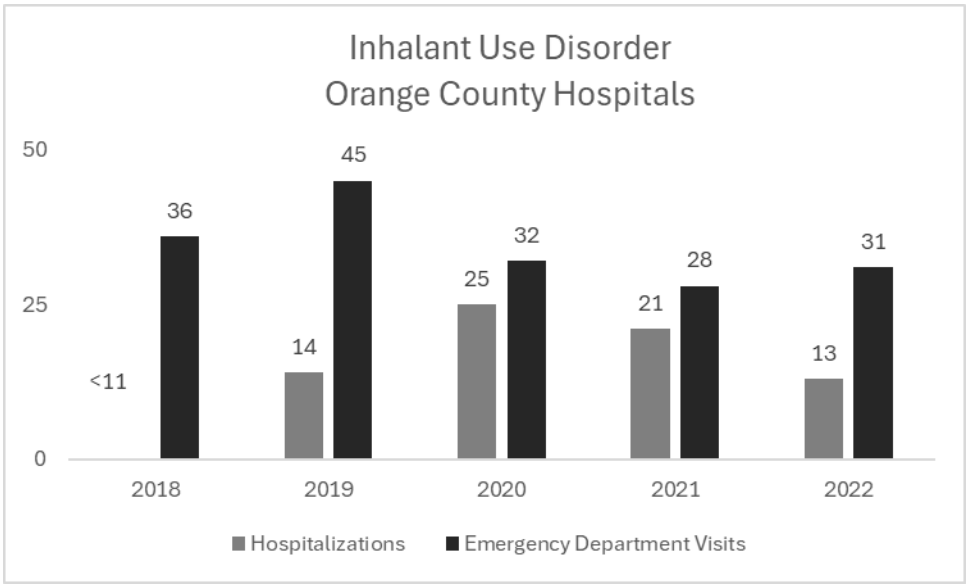
- Behavioral disorders resulting from volatile substances (includes nitrous oxide): Includes inhalant intoxication, dependence, and inhalant-related psychotic disorders (F18).

Key findings from 2018-2023:

- Nitrous Oxide Adverse Events:
    - Emergency department visits increased to 19 events in 2021, where the previous three years combined had totaled no more than 16 cases from 2018 to 2020. Cases did not continue to climb after 2021, but remained at similar, slightly lower levels.
    - Hospitalizations for nitrous oxide events remained mostly stable.
- Subacute Combined Degeneration (SCD) of the spinal cord:
    - Emergency department visits for this condition were fewer than 11 in any given year from 2018 to 2023. The cumulative total for all years from 2018 to 2023 was fewer than 11 visits.
    - Hospitalizations for SCD were also very few in Orange County hospitals, numbering fewer than 11 in any given year from 2018 to 2023, and totaling no more than 26 cases in that period. However, by 2023, there were 13 cases, more than any other year for the previous 5 years.
- Inhalant Use Disorder:
    - Hospitalizations and emergency department visits did not show a consistent increase pattern. Instead, emergency department visits peaked in 2019 at 45 cases, and hospitalizations peaked at 25 cases in 2020, before returning to similar levels to prior years by 2022 (2023 data not yet available).



Source: HCAI, 2018-2023

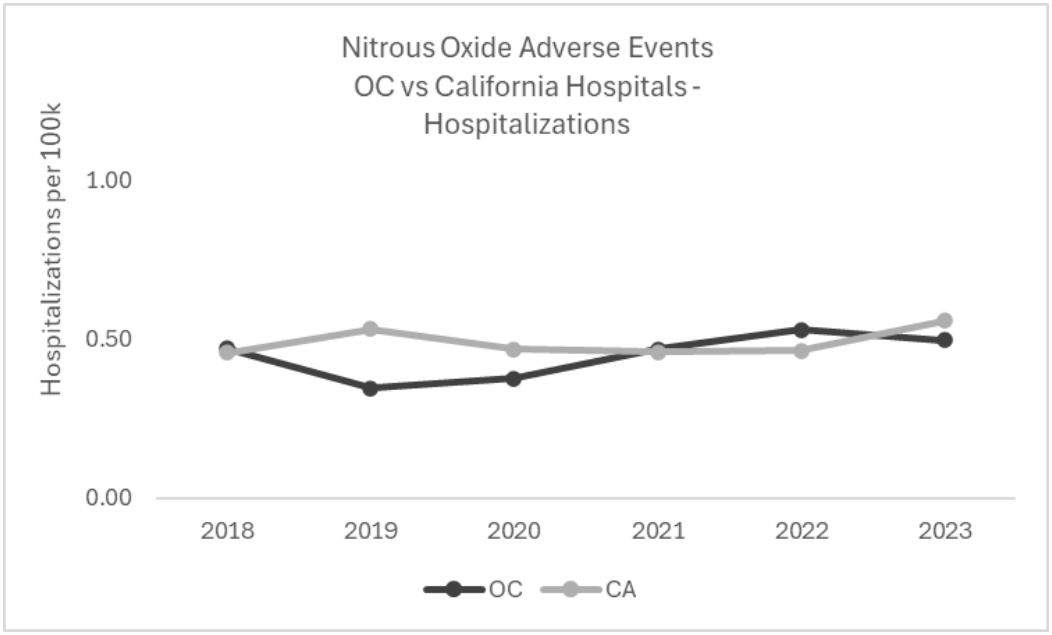


Source: HCAI, 2018-2022

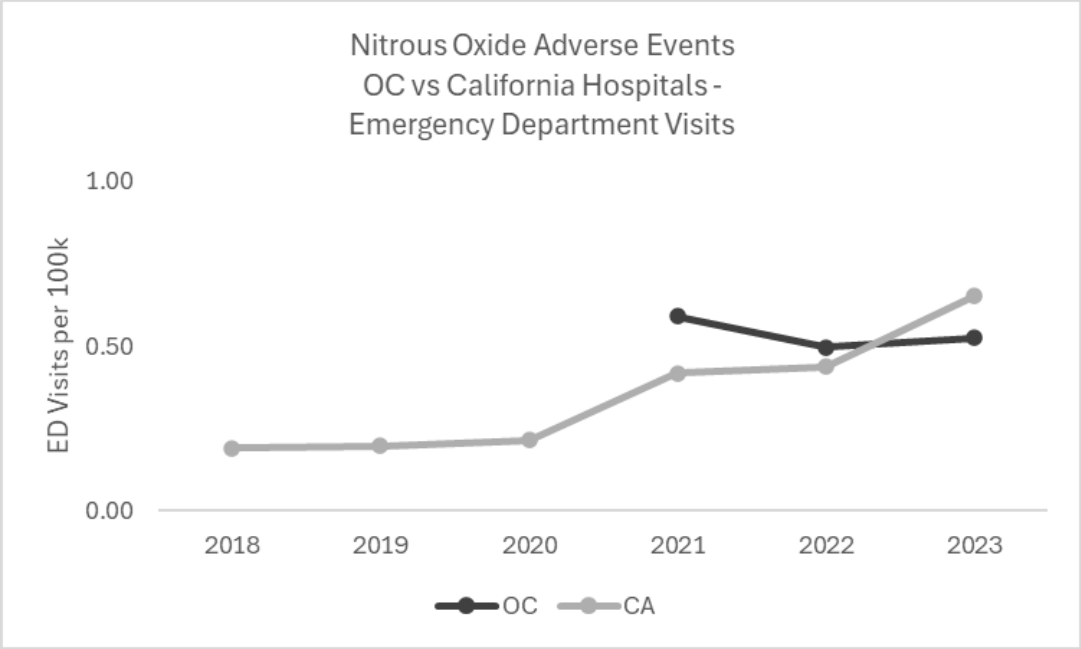
Comparing Orange County to California Trends in Nitrous Oxide Use

In order to compare nitrous oxide use in Orange County to California and account for population, the rate of hospitalization and emergency department visits per 100,000 population were calculated.

Generally, Orange County and California had similar rates for nitrous oxide adverse events. Note that Orange County's rates need to be interpreted with caution as they are based on 20 or fewer events, and thus less statistically stable. As a result, small differences in rates year-to-year or compared to California are not as meaningful.



Source: HCAI, 2018-2023; CA DOF P3, 2022 Vintage[44]



Source: HCAI, 2018-2023; CA DOF P3, 2022 Vintage

Orange County Mortality Data

Between 2020 and 2024, just under 11 deaths among Orange County residents were attributed to nitrous oxide poisoning or involved nitrous oxide as a contributing factor or underlying condition at the time of death. Notably, approximately two-thirds of these deaths were classified as suicides, while the remaining third were categorized as accidental or natural deaths in which nitrous oxide contributed to the individual's overall health condition or disease progression.

Orange County - Insights from the Community

Both the Orange County Department of Education (OCDE) and the OC Health Care Agency (HCA) administered anonymous surveys regarding nitrous oxide use in Orange County. These surveys assessed the extent of nitrous oxide misuse in the communities or schools where survey participants served and evaluated the associated level of concerns among the first responder community (for the HCA survey) and school district personnel (for the OCDE survey).

Orange County K-12 School Insights

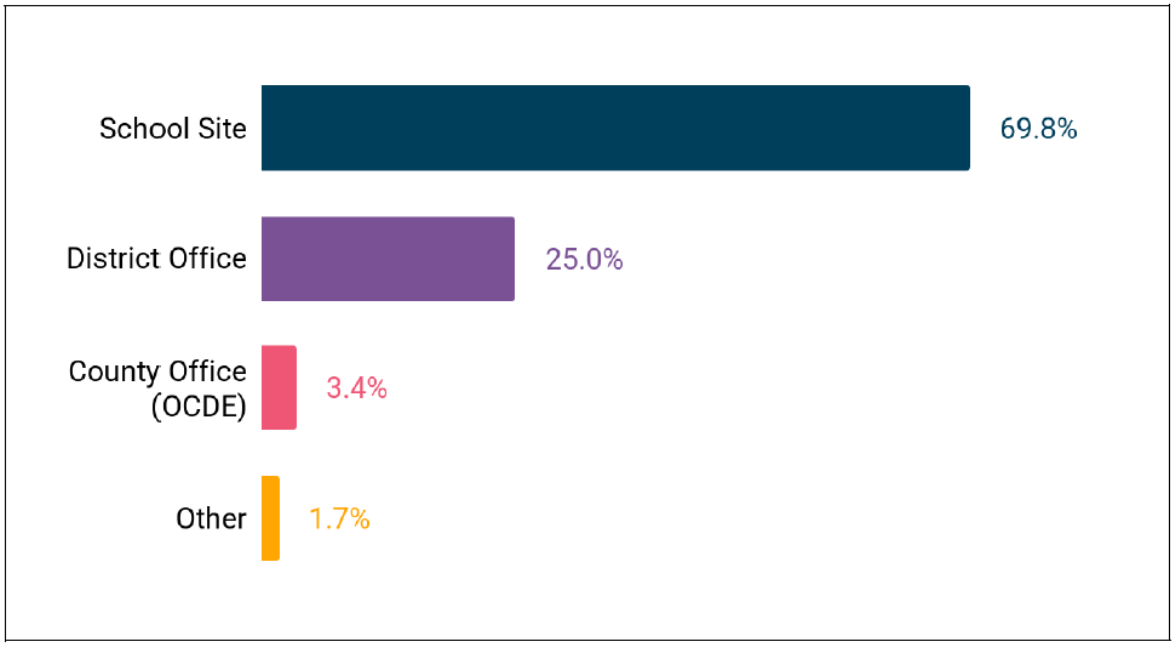
Earlier this year, the OCDE distributed an anonymous survey [45] to school and district personnel across Orange County to gain a better understanding of nitrous oxide misuse. Survey questions included respondent worksite location, work setting, role, witnessed or suspected incidents of nitrous oxide use in the past year, staff or student concerns around nitrous oxide use, level of concern by respondent, as well as an open space for additional comments or observations. A total of 114 staff personnel completed the survey with a larger proportion completed from Central County, followed by North County, West County and South County.

1. Respondent Worksite Location (n=114)

Region	Count	%
North County (Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Placentia, or Yorba Linda)	31	27.2%
Central County (Garden Grove, Irvine, Orange, Santa Ana, Stanton, Tustin, Villa Park, or Westminster)	43	37.7%
West County (Costa Mesa, Fountain Valley, Huntington Beach, Los Alamitos, Newport Beach, or Seal Beach)	28	24.6%
South County (Aliso Viejo, Dana Point, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, Rancho Santa Margarita, San Clemente, or San Juan Capistrano)	12	10.5%

Source: OCDE, 2025

Most respondents were from school sites, with the majority serving as classroom teachers, school nurses or district administrators.



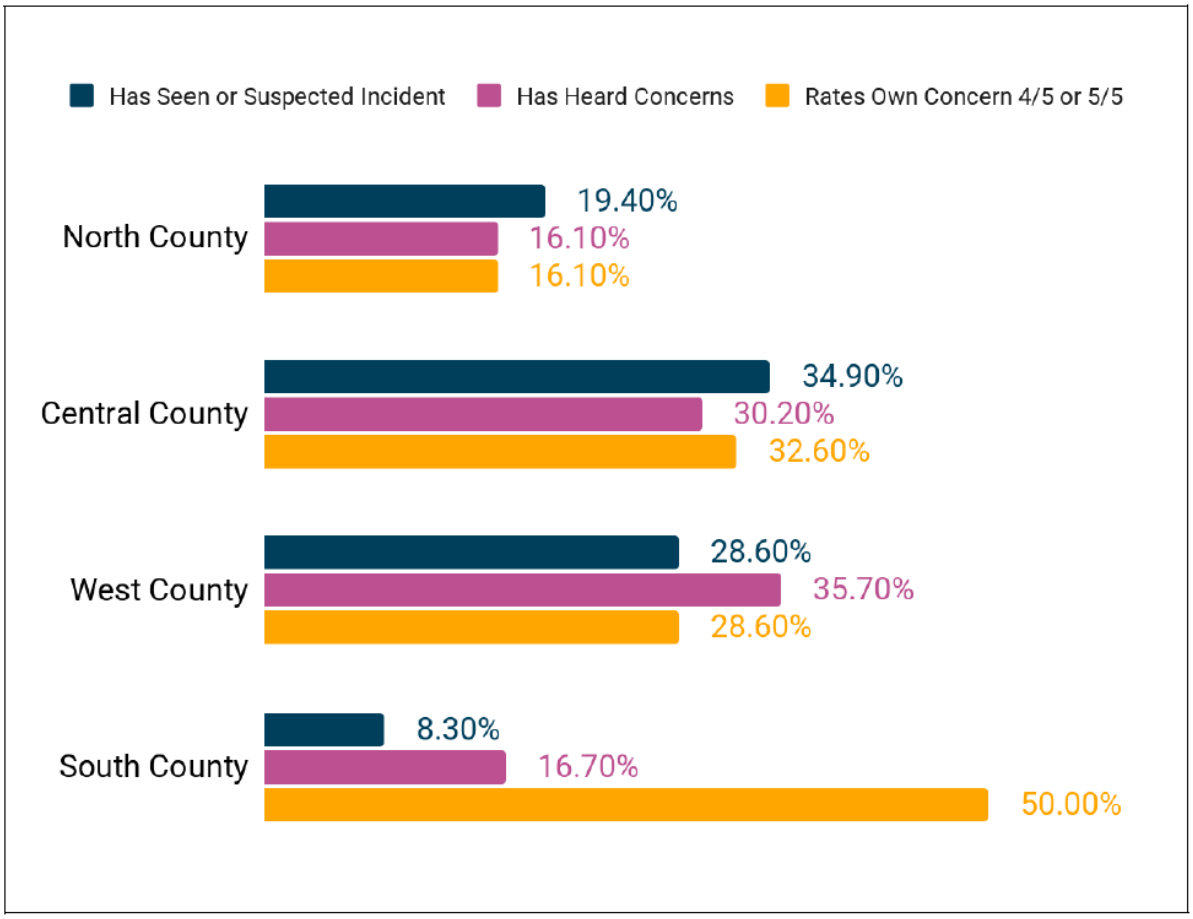
Source: OCDE, 2025

Reviewing responses by region, a higher percentage of respondents from West and Central County indicated seen or suspected nitrous oxide incidents and hearing of concerns about nitrous oxide from students or staff as well as personal concerns compared to other regions. While respondents from South County noted less seen or suspected incidents (8.3%) compared to other regions. The same respondents indicated higher rates of personal concern for nitrous oxide use.

Regional Differences

Region	Has seen or suspected an incident	Has heard concerns from students or staff members	Rates their own concern 4/5 or 5/5 (Very Concerned)
North County (n=31)	19.4%	16.1%	16.1%
Central County (n=43)	34.9%	30.2%	32.6%
West County (n=28)	28.6%	35.7%	28.6%
South County (n=12)	8.3%	16.7%	50.0%

Source: OCDE, 2025



Source: OCDE, 2025

Open ended responses indicated concerns for resurging misuse among high school students and at house parties, easy access through retail outlets, smoke shops, and party stores as well as identified paraphernalia found on or near school campuses. Responses also indicated a need for increased understanding of signs of use, understanding of risks, and the need for educational materials for staff, parents, and students.

Orange County - First Responder and Local Clinician Insights

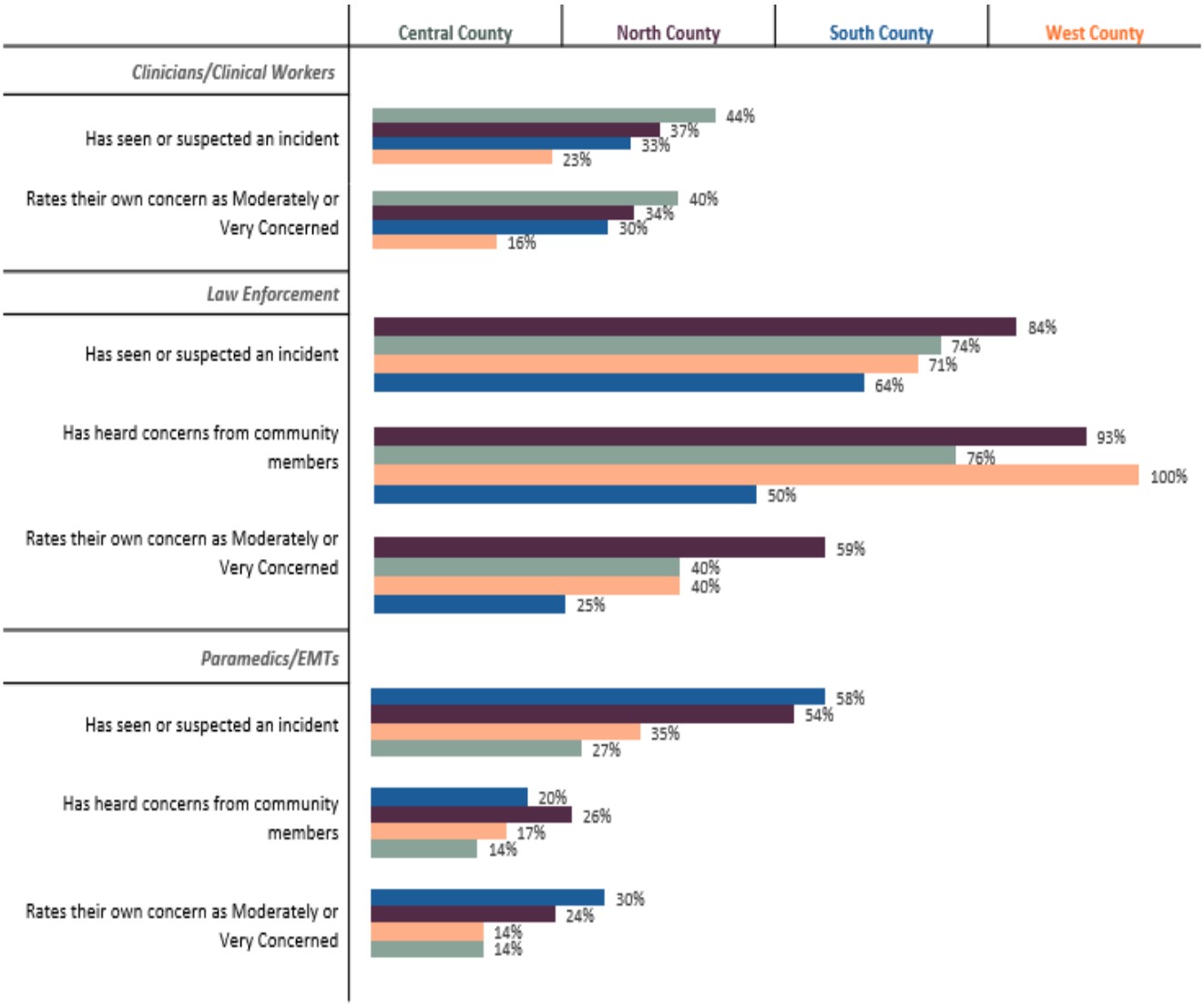
This survey[3] was conducted by HCA from March through May of 2025 and garnered 753 anonymous responses; 57% were from clinicians (n=431), 30% from members of law enforcement (n=225), and 14% from emergency medical technicians (EMTs)/paramedics (n=104). Overall, respondents had numerous concerns regarding their perception of the increasing trend of nitrous oxide misuse, the use of the substances among young persons, and the increased availability in retail settings and online.

Among all respondents, the most common level of concern was "somewhat" (24.7%), followed by "slightly" (21.8%). However, the level of concern varied widely by whether the respondent was a clinician, paramedics/EMT, or law enforcement, with members of law enforcement having the largest percent of respondents expressing high levels of concern ("very" at 26.1%), and paramedics/EMTs having the smallest percent of the three respondent types in this category (10.6%).

As seen in the following figure ("Select Responses from First Responder…"), clinicians and law enforcement working at sites in Central and North County had higher rates of seeing or suspecting an incident of nitrous oxide misuse and rating their own concern as moderately or very concerned. However, among paramedics and EMTs, the highest rates of seeing or suspecting an incident and rating their own concern as moderately or very concerned were highest among respondents working in South County. Furthermore:

- Law enforcement respondents showed the highest rate of concern and the highest number of incidents seen compared to clinicians/clinical workers and paramedics/EMTs.
- Respondents from North County from all three categories of first responders and clinicians/clinical workers consistently represented the geographical area most likely (or second-to the area most likely):
    - To have seen or suspected a nitrous oxide-related incident.
    - To have heard concerns about nitrous oxide from a community member.
    - To rate their concern regarding nitrous oxide as moderate to very concerned.

Select Responses in Nitrous Oxide Assessment by Job Role and Location of Work Site (%)



Source: Orange County HCA, 2025

Among all respondents, the most common response was to note the popularity, increased use, or upward trend of nitrous oxide use. Respondents also frequently noted the use and popularity among youths and minors. Many noted concerns about the availability and related ease of obtaining this substance at retail establishments.

It is interesting to note that several also responded that they did not see nitrous oxide use, or did not feel it was a concern, or not a concern in light of other substances used in the community (for example fentanyl). Several others noted use of nitrous oxide in motor vehicles and/or concerns while operating motor vehicles.

Orange County Fire Authority Insights

The Orange County Fire Authority (OCFA) which serves 23 cities and unincorporated areas across Orange County, reviewed nitrous oxide-related incidents based on calls for service between January 1, 2023 through March 17, 2025.[46] Data was limited, with many gaps and challenges in analyzing the data as many cases were categorized under general substance use or overdose and were not specifically identified as nitrous oxide-related incidents. Additionally, there was wide variability in documentation and dependence on clear physical evidence or patient self-report to link the incident to nitrous oxide use, making it more difficult to analyze data specific to nitrous oxide use. During the 26-month period, a total of 44 known nitrous oxide-related cases (0.00016%) out of 268,274 emergency medical service (EMS) calls for service were identified, with 72% of those 44 cases occurring amongst those ages 13 to 34.

While most of the nitrous oxide-related cases were due to misuse, four cases were related to adverse reactions from administration of nitrous oxide during medical or dental procedures - underscoring the importance of proper administration, monitoring, and post procedure evaluation when using nitrous oxide in medical settings.

Commonly reported symptoms included dizziness, confusion, and weakness. Many patients in settings suggestive of misuse included the presence of paraphernalia such as nitrous oxide canisters (68% of incidents) or ballons. Incidents occurred in urban settings, in residential areas, vehicles, and public spaces such as parking lots and parks. Cities with more than 5 nitrous oxide-related incidents included Garden Grove, Irvine, and Santa Ana.

REGULATORY EFFORTS – LAWS AND ORDINANCES

This section outlines how nitrous oxide is currently regulated across national, state, and Orange County, highlighting key gaps, enforcement challenges, and recent legislative actions aimed at curbing misuse of nitrous oxide.

National Public Health and Regulatory Efforts

While there is no overarching federal law specifically regulating misuse of nitrous oxide in the US, several states—including California, New York, and Texas—have implemented state-level legislation to curb use by restricting sales, setting age limits, and penalizing inhalation for intoxication. Federal oversight primarily focuses on the substance's legitimate applications in medicine, dentistry, and industry, with misuse addressed indirectly through use and distribution laws.

Existing Law in California

Nitrous oxide is listed under California Proposition 65 by the Office of Environmental Health Hazard Assessment (OEHHA) as a chemical known to cause developmental and reproductive toxicity.

Under California Penal Code 381b, it is a misdemeanor offense to sell, furnish, or distribute nitrous oxide if the seller knows, or reasonably should know, that the substance will be used for intoxication

Despite these regulations, due to legal provisions permitting sales to individuals 18 years of age and older, nitrous oxide canisters remain accessible in retail settings such as kitchen and restaurant supply stores, supermarkets and large retail department stores, specialty kitchen stores, automotive stores, smoke/vape shops, sex shops, gas stations as well as online retail platforms including Amazon, eBay, and Walmart. Earlier this year, Humboldt County, California published their findings *Recreational Nitrous Oxide Retail Landscape Analysis*[47] observing nitrous oxide products and paraphernalia located in plain sight at 24% of the retail outlets visited between October 2024 to April 2025, with the majority found at smoke shops.[i]

In practice, enforcement is challenging. Purchasers may withhold their intended use when questioned, and unless law enforcement directly witnesses inhalation, it is difficult to establish this use. In 2019, California Senate Bill 193 sought to restrict sales of nitrous oxide at smoke shops and tobacco retailers, but the measure failed to pass.

California Local Government Ordinances and other Local Actions

Across California, local governments, including county and city governments, have passed ordinances to address the emerging issue of the misuse of nitrous oxide.

Some locations have limited retailers ability to sell nitrous oxide or related devices (e.g., City of Stanton, City of Ukiah in Mendocino County, and the City of Rialto in San Bernardino County, and the City of Los Angeles, which banned the sale of nitrous oxide to minors).[48,49,50,51]Other locations have considered resolutions limiting nitrous oxide sale and distribution including the City of Santa Ana.[52] Shasta County issued a health alert warning against the misuse of nitrous oxide.[53]

[i] Humboldt County supports its work to prevent nitrous oxide misuse through education and prevention activities using the Department of Health Care Services (DHCS) Substance Use Block Grant (SUBG) Primary Prevention Services Grant.

Orange County Local Ordinance

On February 25, 2025, the Orange County Board of Supervisors approved an ordinance prohibiting the sale or distribution of nitrous oxide or related dispensing devices—except for:

- Food products where it is used as a culinary propellant
- Vehicle performance enhancement
- Medical or dental care

The ordinance went into effect on March 27, 2025, applying specifically to unincorporated areas of Orange County.[54]

PUBLIC HEALTH CONSIDERATIONS AND RECOMMENDATIONS

This section highlights key public health strategies to address nitrous oxide misuse, including calls to improve professional awareness, implement prevention efforts that include limiting access, and improve data collection.

RECOMMENDATIONS

- Improve Community and Professional Awareness
- Limit Access for Misuse
- Improve Data Collection and Surveillance

Improve Awareness

With the widespread availability and access to nitrous oxide and the growing prevalence of reported misuse, it is important to increase community and professional awareness of nitrous oxide misuse and the negative impacts this use can have on an individual's health and the welfare of their family and community.

Increased medical professional and first responder awareness is also needed so that appropriate care can be delivered.

With the increasing popularity and easy access of nitrous oxide for illicit use, sharing information with youth, parents and teachers could assist in prevention campaigns. Information on proper and safe disposal of canisters and tanks, when found, would also benefit the community.[ii]

To effectively increase awareness, lessons learned from the Tobacco Use Prevention Program, as well as the Fentanyl is Forever campaign, are worthwhile implementing to curb the misuse of inhalants - including nitrous oxide.

Limiting Access for Illicit Misuse

While selling nitrous oxide for the purpose of recreational intoxication is already illegal under California law, it is still widely available and easily accessed by the public at retail sites under a thin veneer of legitimate use. Culinary-grade nitrous oxide canisters are more easily accessed at smoke shops, adult sex shops, and through online retailers. Other retail sites where nitrous oxide can be purchased include also include grocery stores, retailers such as Walmart and Target, and automotive shops.[iii]

Local government can consider implementing ordinances for businesses in order to curb access to nitrous oxide for misuse. These can include additional signage and display restrictions, restriction of sales within certain distance to schools, parks, or other public locations. Additionally, cities and counties can consider adjusting business licensing requirements or adjust zoning and land use approvals to limit sales at businesses more commonly associated with misuse such as smoke/vape shops, sex shops, or gas stations.

With limited utility of flavored culinary grade nitrous oxide for culinary applications, flavored product sales can be limited to specialized culinary stores, and/or restricted to licensed restaurants/chefs for professional use. When sold for legitimate purposes (culinary use and automotive use), additional measures to minimize risk of misuse include restricting access to a locked area in the store to encourage store employees to follow appropriate measures, including checking identification for age prior to sales.

[ii] Here are some tips of what to do with nitrous oxide canisters, when discovered: Do not puncture, incinerate or store N_2O canisters near flammable materials; Do not dispose N_2O canisters in the regular trash; Contact OC Waste & Recycling for further instructions on where you can turn these items in for safe disposal. https://www.oclandfills.com/

[iii] **A Note about Environmental Impact and Appropriate Disposal of Nitrous Cylinders:**
One concern raised by community members in the first responder survey, as well as other forums, is the problem with proper disposal of nitrous oxide gas cylinders. Because they are pressurized containers, they must be handled separately from other waste, and not all facilities accept this type of waste.

Having more awareness regarding safe and proper disposal of gas cylinders and having more facilities accept this type of waste will increase community safety and reduce the negative environmental impacts of nitrous oxide.

Improve Data Collection and Surveillance

As noted in the process of creating this report, data remains inconsistent and limited regarding the specific misuse and negative effects of nitrous oxide. To assist HCA in this report, a survey was conducted to get more input from the community. Many limitations exist with the findings from the surveys. Due to limitations in awareness and self-reporting, the data and anecdotal accounts shared in this report likely underestimate the extent of intentional misuse.

Improved data and surveillance collection is needed. If the state is starting to see a statewide increase, there might be benefit in simplifying first responder reporting and increasing awareness and education to the medical community for appropriate documentation.

Examples of areas to improve data and surveillance collection could include training and/or standardizing documentation when responding to certain incidents to verify if nitrous oxide was at the scene or if symptoms were related to nitrous oxide. Increasing awareness about the presentation of an individual with nitrous oxide-related symptoms and training on appropriate documentation may also improve data collection among the medical professional community.

CONCLUSION

Nitrous oxide misuse is an emerging public health concern that requires increased community and professional awareness as well as improved data collection to further understand the negative impacts and efficacy of local policy changes. Until broader federal and state efforts are put in place to curb misuse, addressing this at the local level is important to reduce negative impacts to communities and families. Cities and communities can implement simple strategies to address, reduce access, and increase awareness.

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November 12, 2025
NEW BUSINESS
Item No. 5G.

City Council Agenda Report

AN ORDINANCE PROHIBITING THE SALE OR DISTRIBUTION OF KRATOM PRODUCTS IN THE CITY, AND A SUMMARY OF THE CITY'S EXISTING PROHIBITION ON THE SALE OF CANNABIS PRODUCTS IN THE CITY

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 adding Chapter 8.58 to the Buena Park Municipal Code prohibiting the sale or distribution of highly concentrated kratom products in the City of Buena Park. Staff will also provide a summary of the Municipal Code's existing prohibition on cannabis sales in response to concerns raised by residents.

PREVIOUS CITY COUNCIL ACTION

None. This item was calendared at the request for Councilmember Susan Sonne.

DISCUSSION

A. Ordinance Prohibiting the Sale of Kratom Products

The kratom plant (scientific name Mitragyna speciosa) is a tropical evergreen native to southeast Asia. Historically, the whole leaves of the kratom plant have been used to treat headaches, diarrhea, insomnia, anxiety, and opioid use withdrawal. Recently, however, kratom products are being used for recreational purposes and have created public health concerns.

According to a report issued by the U.S. Food and Drug Administration (‘FDA”) in July 2025, a chemical compound found within the leaf of the kratom plant, 7-Hydroxymitragynine or "7-OH", “is a potent opioid that poses an emerging public health threat, especially when considering the increasing availability of enhanced or concentrated 7-OH products in the marketplace.” (*7-Hydroxymitragynine (7-OH): An Assessment of the Scientific Data and Toxicological Concerns Around an Emerging Opioid Threat, U.S. Food and Drug Administration, July 29, 2025* (hereinafter “FDA Report”). Pursuant to the FDA Report, “many of the products available today, which are often associated with or advertised as kratom, no longer resemble botanical kratom. Instead, they contain ‘enhanced’ or concentrated amounts of 7-OH and are formulated as powders, capsules, and liquid extracts designed to generate stronger effects on users.” The FDA Report describes the risks of these products as including "respiratory depression, physical dependence, and withdrawal symptoms characteristic of classical opioids, such as morphine, fentanyl, oxycodone, and hydrocodone.”

There are no FDA-approved uses for kratom and it is not legally marketed in the United States as an additive to any food product, a dietary supplement, or as an ingredient in any drug. Nonetheless, kratom products are being sold throughout the country with little or no regulation. As a result, several states and local governments have adopted regulations pertaining to the sale of kratom products. In fact, several states, such as Alabama, Arkansas, Indiana, Louisiana, Rhode Island, Vermont, and Wisconsin have taken steps to ban kratom products.

The State of California does not directly regulate kratom products, though the Legislature has taken up the issue in recent years (2025-AB 1088). On October 24, 2025, the California Department of Public Health issued a consumer advisory instructing consumers to avoid Kratom or 7-OH products and explaining that "despite their wide availability, these products are illegal to sell and cannot be sold online or in stores."

Several local jurisdictions have recently taken action to regulate or entirely prohibit kratom products. For example, the cities of San Diego, Oceanside, Tustin, and Newport Beach have adopted ordinances prohibiting the sale and distribution of kratom products, others prohibit sales to persons under 21 years of age, and the County of Orange and City of Huntington Beach have adopted regulations (similar to AB 1088) which ban the sale of products containing specified levels of 7-OH and regulated all other kratom product sales.

Staff has prepared a draft ordinance for the City Council's consideration that, if adopted, would prohibit the sale, distribution, or possession of kratom and other products within the City of Buena Park that contain more than 2% of 7-hydroxymitraginyne in the alkaloid fraction, recognizing significant health risks associated with elevated concentrations of the alkaloid; prohibit the sale of any kratom product that is adulterated with synthesized or semisynthesized kratom alkaloids or kratom constituents; and prohibit the marking, sale or distribution of kratom product to a person under 21 years of age. Violations of the ordinance would be a misdemeanor and upon conviction punishable pursuant by $1,000 fine or six months in jail, as well as General Penalty provisions of the Buena Park Municipal Code Chapter 1.04. Specifically, at the discretion of enforcement officers and/or the City Attorney, a violation of the ordinance could be cited as a criminal misdemeanor or infraction offense, abated by civil action, and/or subject to issuance of civil administrative citations.

B. Existing Prohibition on Cannabis Sales

In addition to concerns about kratom, Councilmember Sonne shared concerns from Buena Park residents regarding cannabis sales in the City and requested staff review its existing regulations to ensure that cannabis sales are prohibited.

Chapter 8.56 of the Buena Park Municipal Code prohibits all "commercial cannabis activity" in the City, which includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis product for medical, non-medical, or any other purpose. The only exceptions to the City's blanket prohibition on cannabis activities, consistent with state law, allow for personal cultivation and use or delivery upon public streets. City Code Enforcement officers actively enforce this prohibition and involve assistance from the Police Department when necessary, and do not believe any revisions to the City's existing codes are necessary to address cannabis activity in the City.

ENVIRONMENTAL REVIEW

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).)

BUDGET IMPACT

There is no direct budget impacts associated with this item, with the exception of enforcement costs which will be partially offset by fines / penalties collected.

Attachments

Attachment A - Chapter 8.56.pdf

Attachment B - 7-hydroxymitragynin Assessment Report

Attachment C - CDPH Advisement

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ADDING CHAPTER 8.56 TO THE BUENA PARK MUNICIPAL CODE REGULATING THE SALE AND DISTRIBUTION OF KRATOM AND 7-OH PRODUCTS IN THE CITY

(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) Kratom (Mitragyna speciosa) is a tropical tree native to Southeast Asia, and its leaves are often consumed in powdered or extract form for their stimulant and sedative effects;

(iii) The active compounds in kratom include mitragynine and 7-hydroxymitragynine, and while mitragynine is present in higher concentrations, 7-hydroxymitragynine is more potent and largely responsible for the stronger pain-relieving, sedative, and euphoric effects of Kratom;

(iv) 7-hydroxymitragynine is believed to be more potent than morphine in terms of pain relief, with research showing that it binds to opioid receptors in the brain with greater affinity than morphine, making it significantly more powerful in relieving pain, and this greater potency raises significant concerns about its safety profile and potential for addiction, overdose, and adverse physical or psychological effects such as nausea, vomiting, or potential psychosis, with all such health risks compounded when products contain higher concentrations of 7-hydroxymitragynine;

(v) Scientific research and health advisories have raised concerns over the safety of kratom products, particularly those with higher concentrations of 7-hydroxymitragynine because of their potential for abuse and harm to public health;

(vi) In July 2025, the U.S. Food and Drug Administration recommended that 7-OH be made illegal via a Schedule I classification, and the California Legislature recently considered but has yet to adopt statewide legislation regulating kratom and 7-OH products (Assembly Bill 1088 (Bains) Stats. 24-25);

(vii) Several cities in California have taken steps to regulate kratom products in response to public health concerns, including the cities of Newport Beach, San Diego, and Oceanside, all of which have all enacted complete prohibitions on the sale, distribution, and possession of all kratom products irrespective of the concentration of 7-OH, and the County of Orange recently adopted an ordinance governing unincorporated areas and prohibiting the sale and distribution of kratom and 7-7-hydroxymitragynine products containing more than 2% of 7-hydroxymitragynine in the alkaloid fraction;

(viii) Recognizing the significant health risks associated with recreational use of kratom products, particularly those with elevated concentrations of 7-hydroxymitragynine, the City Council desires to adopt an ordinance regulating the sale and distribution of kratom and 7-OH

products generally, and prohibiting the sale, distribution, or possession of kratom and 7-hydroxymitragynine products that contain more than 2% of 7-hydroxymitragynine in the alkaloid fraction; and

(ix) The City Council finds and declares that this ordinance is necessary and appropriate to protect and preserve the health, safety, and general welfare of the community.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BUENA PARK, CALIFONRIA, ORDAINS AS FOLLOWS:

SECTION 1. The foregoing recitals are true, correct, and incorporated into this ordinance as substantive fundings.

SECTION 2. Chapter 8.56 (Regulation of Kratom Products) is hereby added to Title 8 (Health Safety & Welfare) of the Buena Park Municipal Code to read as follows:

Chapter 8.56 REGULATION OF KRATOM PRODUCTS

Section 8.56.010 Authority and Purpose.
Section 8.56.020 Definitions.
Section 8.56.030 Sale or Distribution of Kratom and 7-OH Products.
Section 8.56.040 Violations and Penalties.

Section 8.56.010 Authority and Purpose.

This article is enacted pursuant to the City's plenary police powers to protect the public safety, health and welfare. The express purpose of this article is to protect the public health and safety by regulating access to kratom products containing more than 2% of 7-hydroxymitragynine in the alkaloid faction.

Section 8.56.020 Definitions.

For purposes of this chapter, the following definitions apply.

A. "7-OH product" means a product containing 7-hydroxymitragynine.

B. "Attractive to children" means any of the following:

1. Use of images that are attractive to children, including, but not limited to, images of any of the following, except as part of required health warnings:

(i) Cartoons, toys, or robots.

(ii) Any real or fictional humans.

(iii) Fictional animals or creatures.

(iv) Fruits or vegetables, except when used to accurately describe ingredients or flavors contained in a product.

2. Likeness to images, characters, or phrases that are popularly used to advertise to children.

3. Limitation of candy packaging or labeling, or other packaging and labeling of cereals, sweets, chips, or other food products typically marketed to children

4. The terms "candy" or "candies" or variants in spelling such as "kandy" or "kandee."

5. Brand names or close imitations of brand names of candies, cereals, sweets, chips, or other food products typically marketed to children.

6. Any other image or packaging that is easily confused with commercially available foods that do not contain kratom and are typically marketed to children.

7. Any other packaging used that is attractive to children considering all relevant facts and circumstances.

C. “Kratom leaf” means the leaf of the kratom plant, also known as mitragyna speciosa, in any form.

D. “Kratom leaf extract” means the material obtained by extraction of kratom leaves by any means.

E. “Kratom product” means a product containing kratom leaf, kratom leaf extract, or both, in any amount.

F. “Total kratom alkaloids” means the sum of mitragynine, speciociliatine, speciogynine, paynantheine, and 7-hydroxymitragynine in a kratom product.

G. “Synthesized” meams an alkaloid or alkaloid derivative that has been created by chemical synthesis or biosynthetic means (including but not limited to; fermentation, recombinant techniques, yeast derived, enzymatic techniques), rather than traditional food preparation techniques such as heating or extracting. It also includes alkaloids that has been further exposed to chemicals or processes that would confer a structural change in the alkaloids contained within the extract

Section 8.56.030 Sale or Distribution of Kratom and 7-OH Products.

A. Except as otherwise authorized by law, an individual, business, or other entity shall not sell, attempt to sell, offer, provide, or distribute a kratom product or 7-OH product to a person under 21 years of age. Any individual, business, or other entity that sells, attempts to sell, offers, provides, or distributes a kratom product or 7-OH product shall conduct age-verification to ensure compliance with this subsection.

B. Except as otherwise authorized by law, an individual, business, or other entity shall not sell, attempt to sell, offer, provide, or distribute a kratom product or 7-OH product with a level of 7-hydroxymitragynine that is greater than 2 percent of the total kratom alkaloids in the product.

C. Except as otherwise authorized by law, an individual, business, or other entity shall not sell, attempt to sell, offer, provide, or distribute a kratom product or 7-OH product that is attractive to children.

D. No person, business, or entity shall sell, attempt to sell, offer, provide, or distribute any kratom product that contains or is adulterated with synthesized or semi-synthesized 7-kratom alkaloids or kratom constituents.

Section 8.56.040 Violations and Penalties.

Any person who violates this chapter is guilty of a misdemeanor offense and upon conviction thereof may be fined up to $1,000 and sentenced up to six (6) months in the county jail. Additionally, any person who violates this Chapter is subject to administrative citation in accordance with Chapter 1.04 of this Municipal Code. This section shall be in addition to any other legal remedies or actions that the City may have to address violations of this Chapter.

SECTION 3. 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 4. 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. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion hereof and intends that the invalid portions should be severed, and the balance of the ordinance be enforced.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 6. 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

U.S. FOOD & DRUG ADMINISTRATION

7-Hydroxymitragynine (7-OH):

An Assessment of the Scientific Data and Toxicological Concerns Around an Emerging Opioid Threat

7-Hydroxymitragynine (7-OH):

An Assessment of the Scientific Data and Toxicological Concerns Around an Emerging Opioid Threat

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EXECUTIVE SUMMARY

Recent reports indicate increased availability and marketing of 7-hydroxymitragynine (7-OH) in the U.S., raising public health concerns due to its pharmacology. This report provides an overview on the chemical, pharmacological, and epidemiological data on 7-OH. It focuses on the characterization of 7-OH-containing products in the marketplace, the evidence of increasing human exposures, and the extensive body of preclinical studies in the scientific literature that indicate the predominant mu opioid agonist pharmacology of 7-OH. These data sources indicate that 7-OH is a potent opioid that poses an emerging public health threat, especially when considering the increasing availability of enhanced or concentrated 7-OH products in the marketplace.

7-OH is a naturally occurring substance in the kratom plant (*Mitragyna speciosa*), but only a minor constituent that comprises less than 2% of the total alkaloid content in natural kratom leaves. However, 7-OH demonstrates substantially greater mu-opioid receptor potency than kratom's primary alkaloid constituent mitragynine, as well as other classical opioids such as morphine. In vitro studies reveal 7-OH exhibits high binding affinity for mu-opioid receptors (Ki = 7.2-70 nM), with functional activity as a mu agonist. Animal behavioral studies demonstrate its rewarding effects from self-administration and conditioned place preference methods, consistent with its opioid properties. Critically, 7-OH produces respiratory depression, physical dependence, and withdrawal symptoms characteristic of classical opioids, such as morphine, fentanyl, oxycodone, and hydrocodone.

Recently, there has been a concerning proliferation of concentrated 7-OH products that are sold over the counter and online. The enhanced amount of 7-OH in these products is likely synthetically derived through oxidate chemical conversion of mitragynine isolates or kratom extracts. Given the trace amounts of 7-OH that are naturally present in kratom, direct extraction of 7-OH from plant material would simply be unfeasible economically.

Surveillance data from multiple sources, including America's Poison Centers National Poison Data System (NPDS), Drug Enforcement Administration toxicology testing programs, and social media monitoring, suggest increasing human exposure to these concentrated 7-OH products. Clinical presentations include euphoria, sedation, respiratory depression, and opioid-like withdrawal syndromes, with users acknowledging its significant addiction potential.

The pharmacological profile, abuse liability, and emerging patterns of non-medical use establish 7-OH as a dangerous substance. Current regulatory gaps have enabled widespread availability of these products despite their opioid-like properties and necessitate immediate policy intervention to address this emerging threat to American public health.

INTRODUCTION

The Context for 7-OH Concerns

7-Hydroxymitragynine (7-OH) is a component of the plant kratom (*Mitragyna speciosa*), a tropical evergreen tree in the Rubiaceae family that grows in the wetlands of Southeast Asia (Brown et al., 2017). Kratom leaves contain over 50 alkaloids, with mitragynine and 7-OH being the primary psychoactive constituents (Warner et al., 2016). Its leaves, consumed as a tea or in dry leaf form, have been used for centuries in both medicinal and recreational settings, largely due the properties of its alkaloids mitragynine and 7-OH. Typically, 7-OH occurs in botanical kratom in amounts no more than ~.01-.04 percent by dry weight (Heywood et al., 2024). Medicinally, kratom has been used to treat headaches, diarrhea, insomnia, anxiety, opioid use withdrawal, and more, while in recreational use cases, it has been associated with feelings of euphoria (Hill et al., 2025). Currently, there are no FDA-approved drugs containing kratom or kratom-derived drug substances such as 7-OH for any therapeutic indications.

Kratom products have grown in popularity since the mid-2000's; however, kratom, mitragynine, and 7-OH have faced regulatory scrutiny in the United States due to concerns about their safety and potential for abuse. None of these substances are lawful when added to conventional foods, as dietary supplements, or as ingredients in any FDA-approved drug, and yet, these substances are still sold in various markets. At the state level, some jurisdictions have implemented restrictions on their sale and use. Until now, 7-OH has not been the sole target of a regulatory response but has always been addressed alongside the kratom plant and mitragynine.

FDA issued its first import alert for kratom in 2012. At the time, kratom was being marketed in various forms for human consumption despite a lack of approved drug uses or established safety as a dietary ingredient. In the years since, additional import alerts have been issued by the Agency. The Drug Enforcement Administration (DEA) and the Department of Health and Human Services (HHS) had given consideration to kratom, as well as its constituents, mitragynine and 7-OH, to determine whether these substances should be recommended for control under the Controlled Substances Act (CSA). Those actions were ultimately suspended in 2018, with the Assistant Secretary for Health at that time stating that the science was incomplete, and the available data were not adequate to support a recommendation to control these substances under the CSA.

Contemporary Outlook

Given the concerning trends with 7-OH and other kratom-related products, FDA has now determined that a more comprehensive assessment of available scientific and medical data on 7-OH is warranted. Many of the products available today, which are often associated with or advertised as kratom, no longer resemble botanical kratom. Instead, they contain "enhanced" or concentrated amounts of 7-OH and are formulated as powders, capsules, and liquid extracts designed to generate a stronger effect on users. Other products are explicitly advertised as 7-OH-containing products. One analysis of websites selling 7-OH products found that most (82.2 %) were formulated as chewable/sublingual tablets, shots, or gummies and marketed specifically as 7-OH only products (92%). The mean cost per recommended dose/serving was $3.97 (Hill et al., 2025).

As described below, research has shown that 7-OH is a potent mu-opioid receptor agonist, demonstrating pharmacological characteristics that define classical opioids like morphine and fentanyl. Based on its opioid pharmacology, there is significant potential for abuse of 7-OH. In fact, in various preclinical studies it has demonstrated greater potency than classical opioids. For example, 7-OH produces respiratory depression with more than 3-fold greater potency than morphine. Since the substance's therapeutic and psychoactive effects are mediated through the same mu-opioid receptor pathways as classical opioids, it can be considered to have opioid properties warranting similar regulatory consideration (Hill et al., 2025; Obeng et al., 2021).

In this report, FDA presents its new assessment of the available scientific data and literature on 7-OH, as well as more recent law enforcement data and the rapidly evolving trends in kratom-related products. FDA still has concerns about the safety of kratom products more broadly and the unlawful marketing of them under several regulated product categories in the Federal Food, Drug, and Cosmetic Act. However, there is a recognized need for more immediate action to address 7-OH because it is a substance with potent mu opioid agonist properties and significant abuse liability.

ANALYSIS OF DATA ON 7-HYDROXYMITRAGYNINE (7-OH)

7-OH Sources and Products vs. Kratom

The alkaloid 7-hydroxymitragynine (7-OH) is a naturally occurring substance in the kratom plant (*Mitragyna speciosa*), but only a minor constituent, described as early as 1994, when it was reported to comprise about 1.6% of the total alkaloid content of kratom leaves (Ponglux et al., 1994). This early reported value is in agreement with more recent assessments that have consistently demonstrated 7-OH as comprising less than 2% of the total alkaloid content in natural kratom as noted below.

7-OH has the chemical structure shown in Figure 1. Its IUPAC name is methyl (E)-2-[(2S,3S,7aS,12bS)-3-ethyl-7a-hydroxy-8-methoxy-2,3,4,6,7,12b-hexahydro-1H-indolo[2,3-a]quinolizin-2-yl]-3-methoxyprop-2-enoate, and it has the molecular formular $C_{23}H_{30}N_2O_5$, with a molecular weight of 414.40 amu.

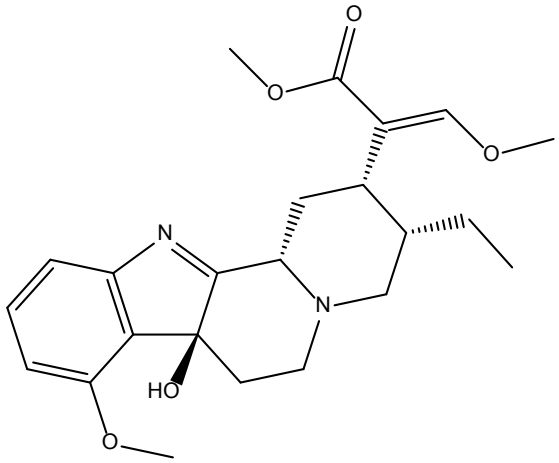

Figure 1. 7-Hydroxymitragynine Chemical Structure

Although details are not well-known, 7-OH is present in some products in amounts far exceeding its natural levels in the kratom plant. The 7-OH in these products is likely derived from the kratom plant. These 7-OH-enhanced products likely involve additional chemical synthetic steps by the producers of these products, converting the more abundant plant alkaloid mitragynine into 7-OH via chemical oxidation.

Data are available regarding 7-OH as a percentage of the total alkaloid content in kratom, and also as a percentage of dried botanical kratom leaf material and other kratom-derived products in the U.S. marketplace. One recent review reports 7-OH as comprising 2% of the total alkaloid content in kratom (Hossain et al., 2023) and this result can be extended to samples of kratom grown in the U.S. (Leon et al., 2009). In another analysis of 13 commercial products purported to contain kratom, the 7-OH content by weight ranged from 0.01-0.04% (Kikura-Hanajiri et al., 2009) a finding in agreement with others that have reported 7-OH to account for less than 0.05% by weight, substantially lower than reported mitragynine amounts (Kruegel et al., 2019). A more

recent study used ecological momentary assessment to evaluate the motivations and patterns of use of adult U.S. kratom consumers (Smith, Panlilio, Feldman, et al., 2024; Smith, Panlilio, Sharma, et al., 2024). As part of the study, subjects provided samples for quantitative testing of their own kratom products that they obtained and were self-administering. Across the 341 samples, the 7-OH content (expressed as a percentage by weight/weight or weight/volume, as indicated) ranged from below the limit of quantitation (< 0.005%) to a maximum of 0.21% with a mean of 0.01% (Sharma et al., 2025). These data suggest 7-OH is present in botanical kratom (i.e., leaf) at relatively low or trace amounts and may be a postharvest oxidative derivative of mitragynine (Karunakaran et al., 2024).

Common forms of kratom sold online include powders, capsules, resin extracts, crushed leaves, and tablets, although loose powder and prepared capsules have been reported to be the most frequently used formulations (Garcia-Romeu et al., 2020; Smith, Panlilio, et al., 2024). While kratom use characteristics are complicated by the diversity of products in the marketplace, survey studies have reported on consumption patterns. Garcia-Romeu collected data from regular kratom users and found that most users reported using 1-3g (49%) or 4-6g (33.4%) of botanical kratom per consumption (Garcia-Romeu et al., 2020). In other survey studies, the self-reported average consumption of kratom powder was 4-5 g per serving with serving sizes ranging between 2.6- 7.5 g (Rogers et al., 2024; Smith et al., 2022). When quantifying the amount of mitragynine consumed through the use of kratom, individuals self-reported consuming an average of 31.3 mg of mitragynine/serving and a range of 78.3 – 134.6 mg of mitragynine per day (Sharma et al., 2025).

Mitragynine, as the most abundant alkaloid in kratom, accounts for about 66% of the *total alkaloid content* of kratom and less than 2% of dried leaf content *by weight*, although there are reports of regional and seasonal variability in the tree's alkaloid composition (Arndt et al., 2011; Leon et al., 2009; Sengnon et al., 2023). For example, Chear and colleagues collected fresh kratom leaves from different locations in Peninsular Malaysia and determined their alkaloid profiles. The mitragynine concentration ranged from 9.38 to 18.85 mg/g or 0.38% to 1.89% of dried leaf weight while the 7-OH concentration ranged from 0.05 to 0.15 mg/g or 0.005% to 0.015% (Chear et al., 2021).

Despite the low amounts of 7-OH in botanical kratom, there are reports of its more-enhanced presence in commercial kratom-related products (Grundmann et al., 2024), although some products have been identified in reports from nearly a decade ago. For example, Lydecker and colleagues tested eight commercially available kratom products for their alkaloid content(s). In seven of the eight products tested, they found levels of 7-OH to be 109-509% higher than expected, based on naturally occurring levels of 7-OH reported in the kratom plant (Lydecker et al., 2016). More recently, the Tampa Bay Times purchased twenty kratom-derived products from local stores. One of those products consisted of pressed pills and contained 15 mg/pill of 7-OH, an amount far greater than observed in any botanical kratom preparation to date (Ogozalek, 2023). In addition to the verified amounts of 7-OH in the products obtained by Lydecker et al. and the Tampa Bay Times, other products *labeled* and/or *purported* to have high levels of 7-OH appear to be readily available for purchase online.

In summary, the low amounts of 7-OH in natural botanical kratom products is well-established as a percentage of alkaloid content, as a percentage of dried kratom leaf material, and in products representing other dosage forms made from natural kratom and consistent with its natural

composition. However, there are also a concerning and increasing number of products being sold that have unexpectedly and unnaturally high levels of 7-OH. This poses a threat to public health that is more clearly understood based on the pharmacological properties and effects of 7-OH, discussed in the preclinical data section below, and also in the limited information available on known patterns of human use and resulting harms discussed below. These sections will present and discuss the evidence in the available data that establishes the mu opioid agonist pharmacology associated with 7-OH in particular.

Patterns of 7-OH Use, Human Exposures, and Law Enforcement Data

There are several sources of information to characterize the current patterns of 7-OH use and the resulting harms to individuals who knowingly or unknowingly are exposed to 7-OH at significant doses from 7-OH-enhanced products, as described in the subsections below.

National Drug Early Warning System (NDEWS)

The National Drug Early Warning System (NDEWS) provides real-time surveillance from sentinel sites across U.S. to detect early signals of potential drug epidemics using novel (e.g., street reporting, web monitoring) and traditional data sources (e.g., OD deaths, treatment admissions).

NDEWS analyzed Reddit posts mentioning 7-OH during January to September 2024 and found that posts increased over this time. These posts are broad and can vary in content but have included warnings from Reddit users about respiratory depression, potency, dependence and long-lasting withdrawal (NDEWS, 2024).

Social Media

A variety of social media outlets were assessed for mentions and/or discussions of 7-OH. Websites included:

- erowid.org - a member-supported organization providing access to information about psychoactive plants, chemicals, and related issues;
- bluelight.org - an international message board that educates the public about responsible drug use by promoting free discussion, advocating harm reduction, and attempting to eliminate misinformation;
- reddit.com - online forum that functions as a vast collection of user-driven communities, known as sub-Reddits, each centered around specific topics.

It is important to note that all considerations of these social media sources are, at best, anecdotal in considering the risks and abuse potential associated with 7-OH products. However, it is clear that there is fairly widespread understanding of the availability of products specifically targeting high levels of the substance 7-OH, distinct from kratom products generally. In analyzing these social media posts, some relevant themes have been identified and include mention of the following: euphoria and an opioid-like “buzz”/high as motivation for consuming 7-OH; availability of “candy-like” formulations which users acknowledge as having a risk of overconsumption to their own detriment; perceptions of therapeutic value of 7-OH in self-treating pain and anxiety; concerns over loss of access to these products if they were to be banned; acknowledgement that use of these products could lead to overdose and serious

outcomes including death; and acknowledgement that use could lead to addiction and has caused users to experience withdrawal symptomology much like that produced by other commonly abused opioids.

Drug Enforcement Administration Toxicology Testing Program (DEA TOX)

The Drug Enforcement Administration Toxicology Testing program (DEA TOX) conducts analyses of voluntarily submitted leftover or previously collected biological samples from drug overdose victims to identify novel psychoactive substances (NPS) and other drugs of abuse in subjects with fatal and nonfatal overdose. The DEA TOX database was queried for reports of mitragynine, 7-OH, or mitragynine pseudoindoxyl from 2019-2025. A total of 103 cases, some fatal and some non-fatal, were identified in this selected sample; this database does not include all overdose cases, and the number of samples voluntarily submitted for analysis may vary year to year based on unknown factors.

It is notable that the utility of the DEA TOX data is limited because it generally cannot be discerned whether deaths are related to mitragynine, 7-OH, or mitragynine pseudoindoxyl, or some combination thereof. In addition, although 7-OH and mitragynine pseudoindoxyl are not typically found in appreciable amounts in fresh kratom leaves (Hill et al., 2025), both are metabolites of mitragynine, complicating forensic assessments of causality (Kamble et al., 2020). These are significant limitations in making inferences from these data; however, the number of fatal overdose cases in which one or more of these substances were detected for 2023 to 2025 are approximately three-fold higher than for the years 2019 through 2022, coinciding with the more recent entry of more-concerning kratom-related products in the marketplace, such as 7-OH.

Human Exposures in Pharmacokinetic Studies

Pharmacokinetic (PK) data for 7-OH are sparse, as to our knowledge, no clinical studies have been performed using isolated or purified 7-OH. Nonetheless, there are 7-OH PK data derived from a small number of studies using botanical kratom. Most available clinical PK data for 7-OH are variable, which may be for several reasons such as genetic differences in kratom plants, different formulations (e.g., teas, capsules, etc.), and methods of analysis. Much of the data is also from non-controlled studies making it difficult to interpret the results. Huestis and colleagues conducted a randomized, between-subject, double-blind, placebo-controlled dose escalation study of 500-4000 mg encapsulated dried kratom leaf powder corresponding to mitragynine doses of 6.65-53.2 mg. Twelve subjects enrolled in the study (n=12). Blood plasma levels of mitragynine and 7-OH were assessed after a single dose, and then again after 15 days of continuous dosing. According to the study authors, peak plasma levels of 7-OH (i.e., C_{max}values) and exposure (i.e., area under the curve, (AUC)) were lower than mitragynine but increased in a dose proportional manner and ranged from 3.6 to 22.7 ng/mL while the time to peak plasma levels (i.e.,T_{max} values) ranged from 1.2 – 1.8 h. The half-life of 7-OH increased with increasing dose and ranged from a mean of 1.7 to 4.7 hours. During the multiple dose phase of the study, 7-OH steady state was reached in about 7 days (Huestis et al., 2024).

In another study examining the PK properties of 7-OH, sixteen healthy subjects (n=16) received kratom tea containing 23.6 mg of mitragynine. Subjects were administered tea in two sessions: once with tea alone, and in a second session following pretreatment with itraconazole, a

CYP3A4 inhibitor. The 7-OH C_{max} was 12.81±3.39 ng/mL which occurred 1.7 h after administration (T_{max}). In the second session after pretreatment with itraconazole (200 mg), the C_{max} decreased 56% with a concomitant 43% decrease in AUC. These data describe the PK of 7-OH and demonstrate that the metabolism of mitragynine to 7-OH is heavily dependent on CYP3A4 (Mongar et al., 2024).

Tanna et. al., assessed the PK of a single orally administered dose of kratom (2 g), in the form of a tea, to healthy adult subjects (n = 5 completers). According to the authors, there were only trace amounts of 7-OH (< LOQ) in the starting product, therefore, the assumption was made that 7-OH was generated from the metabolism of mitragynine *in vivo.* The authors identified a PK difference between enantiomers of kratom alkaloids in either the 3S or 3R configuration. 7-OH has a 3S configuration which, according to the authors, leads to a shorter T_{max}, lower exposure (AUC), longer terminal half-life, and a higher volume of distribution during the terminal phase compared to the 3R alkaloids. Measured 7-OH in plasma samples demonstrated that 7-OH had a C_{max} = 16.1 nM, T_{max} = 1h, half-life = 5.67h, and an AUC0-120h = 103nM x h.(Tanna et al., 2022).

Epidemiological Data Sources

Limitations with the Epidemiological Data Sources

Because 7-OH appears to be a novel, emerging public health threat, the ability of public health surveillance systems to monitor 7-OH specific risks may be limited. For example, large national surveys such as the National Survey on Drug Use and Health include questions about use of kratom, but not 7-OH. Additionally, there may be a lack of awareness among consumers of kratom-related products that they are obtaining 7-OH enhanced products, and thus use of 7-OH would likely be underreported in data collected using self-report. Many forensic laboratories test for mitragynine as a marker of kratom use. In these cases, 7-OH overdose cases and fatalities may incorrectly be classified as kratom and/or mitragynine-related (Smith, Boyer, et al., 2024). Furthermore, toxicology reports documenting presence of 7-OH are difficult to interpret, because 7-OH is a known metabolite of mitragynine in humans. All of these issues complicate the real-world assessment of risks associated with use of 7-OH containing products as distinct from risks associated with kratom and other mitragynine-containing products.

FDA's Adverse Event Reporting System

Although FDA's Adverse Event Reporting System (FAERS) has documented cases reporting adverse events (13 cases, including 2 deaths) suspected to involve 7-OH, ambiguity about the contributory role of 7-OH from uncharacterized products or concomitant medications and underlying disease limits interpretation. Therefore, we do not include further analysis of these FAERS cases here.

America's Poison Centers, National Poison Data System

National Poison Data System (NPDS) receives near real-time data from the nation's poison centers (PC), providing information and assistance to callers on exposures to prescription drugs, over-the-counter medications, unapproved products, and other substances. PC healthcare professionals systematically follow up on exposure cases to document medical and clinical effects. Quality control measures are used to ensure data accuracy and completeness. Notably, 7-OH specific NPDS codes were only recently added (Feb-May 2025), and therefore the NPDS reporting period is limited to 2/1/2025-4/30/2025. As shown below, there were a total of 53 exposure cases involving 7-OH during this time period, the majority of which involved abuse-related reasons for use (i.e., "intentional abuse"). Most single-substance 7-OH exposure cases resulted in minor or moderate clinical outcomes, with several documented has having major clinical outcomes.

Table 1. National Poison Data System Closed Human Exposure Cases*, 2/1/2025-4/30/2025

	Number of exposure cases**	Number of abuse cases**	Single substance exposure cases	Single substance abuse cases
Total cases involving 7-OH	53	24	37	16
Reason				
Adverse drug reaction	4		2	
Intentional- abuse	24		16	
Intentional- misuse	4		3	
Intentional - Suspected suicide	2		0	
Other – Withdrawal	8		6	
Unintentional – general	4		4	
Unintentional- misuse	1		1	
Unintentional therapeutic error	4		3	
Unknown reason	2		2	
Related clinical outcomes				
Minor			6	3
Moderate			13	6
Major			3	1
Not followed, minimal clinical effects possible			5	3
Unable to follow, judged as potentially toxic exposure			1	0
Age				
<18 years	6	1	5	0
≥ 18 years	46	23	32	16
Unknown age	1	0	0	0

*Excludes cases classified as 'confirmed non-exposure'
**Cases may involve other substances, besides 7-OH
Related clinical outcomes include cases with clinical effects deemed "related" to exposure based on timing, severity, and assessment of clinical effects by Poison Center Specialists. Definitions available from America's Poison Centers: NPDS Full Report 2023. Page 235.

Note: This analysis used the case listing data in NPDS to identify and characterize cases documented as involving 7-OH. As of July 2025, an in-depth review NPDS case narrative data was ongoing; this further review may yield different numbers from those presented here.

Summary of Epidemiological Data and 7-OH Concerns

Available surveillance data indicate that abuse of 7-OH is occurring and is associated with serious harms; however, as noted previously, it is difficult to quantify the public health burden because surveillance systems do not provide estimates for the prevalence of 7-OH use and are only beginning to track the specific involvement of 7-OH enhanced products in exposure cases and overdoses. The current epidemiologic data on 7-OH exposures often lack sufficient detail to distinguish with confidence involvement of botanical kratom products from 7-OH enhanced products.

Preclinical Data Characterizing 7-OH Pharmacology

Although there are limited data from human studies to characterize effects of 7-OH in humans, as noted above, there is a large body of in vitro and animal studies that provide extensive evidence of 7-OH as a potent mu opioid agonist, as described in below subsections.

In Vitro Data

Receptor Binding Studies

7-OH has been shown to have affinity and activity at mu opioid receptors. In a study using human embryonic kidney (HEK) cells with cloned, human opioid receptors, 7-OH demonstrated high affinity for the mu opioid receptor (Ki = 47 nM) relative to kappa (Ki = 188 nM) and delta opioid receptors (Ki = 219 nM) (Kruegel et al., 2016). In a second study using HEK 293 cells expressing human mu and other opioid receptors, 7-OH demonstrated high affinity for mu opioid receptors (Ki = 16 ± 1 nM) and its affinity was greater than mitragynine (Ki = 238 ± 28 nM) and lower than morphine (Ki = 1.50 ± 0.04 nM) (Todd et al., 2020). Using an in vitro radioligand binding assay with CHO cells expressing murine-derived opioid receptors, 7-OH demonstrated relatively high affinity for mu-opioid receptors (Ki = 37 ± 4 nM), relative to mitragynine (Ki = 230 ± 47 nM), although its affinity was lower than morphine (Ki = 4.6 ± 1.8 nM) (Varadi et al., 2016). Other studies conducted using whole brain homogenates of guinea pig brain tissue have also demonstrated that 7-OH has high affinity at mu opioid receptors (Ki = 8.0 nM) relative to kappa (Ki = 6.7 nM) and delta opioid receptors (Ki = 6.8 nM) (Matsumoto et al., 2004). Obeng and colleagues evaluated the binding affinity of 7-OH using human recombinant HEK 293 cells expressing mu opioid receptors. Their results are in agreement with the data presented above where the authors found that 7-OH binds with high affinity (Ki = 7.2 nM) to mu opioid receptors relative to delta (Ki = 236 nM) and kappa (Ki = 74.1 nM) receptor subtypes (Obeng et al., 2020). A number of additional binding studies are in keeping with the data described above, demonstrating the affinity of 7-OH for mu opioid receptors across a variety of binding assays (Chakraborty et al., 2021; Matsumoto et al., 2008; Obeng et al., 2021; Takayama et al., 2002).

The results of the receptor binding studies with 7-OH are in keeping with *in silico* receptor binding models that suggest 7-OH has high affinity for the mu opioid receptor. The *in silico* modeling results were subsequently confirmed with a radioligand binding assay where 7-OH demonstrated high affinity for cloned, human mu opioid receptors (K_i = 70 nM). (Ellis et al.,

2020). Collectively, the available receptor binding data demonstrate the affinity and binding of 7-OH to mu opioid receptors.

Functional Studies

Many of the studies referenced above performed additional assessments of 7-OH to determine its functional activity after binding (i.e., agonist or antagonist effects). These studies have consistently demonstrated that 7-OH produces mu-opioid agonist effects. For example, Kruegel and colleagues examined the functional activity of 7-OH and mitragynine in HEK cells expressing opioid receptors using a bioluminescence resonance energy transfer (BRET) assay. Both mitragynine and 7-OH functioned as partial agonists, producing Emax values of 34% and 47% respectively and EC_{50} values of 339 ± 178 nM and 34.5 ± 4.5 nM (Kruegel et al., 2016). Activation of the mu opioid receptor pathway was also investigated using forskolin-stimulated cyclic adenosine monophosphate (cAMP) accumulation in Chinese Hamster Ovary (CHO) cells expressing mu opioid receptors. In this assay, 7-OH produced a maximal activation (Emax) of 85.9%, a value similar to that produced by the positive control comparators DAMGO (86.2%) and morphine (86.9%). These data suggest 7-OH acts a full mu opioid agonist (Todd et al., 2020). Similarly, Matsumoto and colleagues concluded that 7-OH was "found to have an opioid agonist property on μ- and/or κ-opioid receptors" based on its ability to inhibit contraction of isolated guinea pig ileum. In this assay, 7-OH displayed approximately 13-fold greater potency than morphine and 46-fold greater potency than mitragynine. The inhibition was reversed by naloxone, suggesting the effects are mediated via mu opioid receptors (Matsumoto et al., 2004). Other functional assays produced results that are aligned with Matsumoto and colleagues. For example, using a cAMP mobilization assay as a measure of functional effects, 7-OH acted as a full agonist with an EC_{50} of 7.6 nM, and was more potent than mitragynine (EC_{50} 307.5 nM) (Obeng et al., 2020). Likewise, when evaluating the agonist activity of 7-OH in an electrically stimulated guinea pig ileum, 7-OH acted as a full agonist and was more potent than morphine (Takayama et al., 2002). Finally, using a [^{35}S] GTPγS functional assay, 7-OH produced an Emax of 77% with an EC_{50} of 53.4 nM, further demonstrating its agonist effects (Varadi et al., 2016).

<u>Animal Data on Behavioral and Physiological Effects</u>

Conditioned Place Preference

Conditioned place preference (CPP) is a commonly utilized animal model to study the rewarding effects of drugs. In this paradigm, an animal is conditioned to associate a particular environment with a drug treatment, and an alternative environment with a non-drug condition. After repeated sessions, the animal is then observed under non-drug conditions to determine which environment the animal prefers. CPP is established if the animal spends more time in the drug-paired compartment vs. the vehicle-paired compartment (Mombelli, 2022; Prus et al., 2009). Many drugs of abuse produce CPP, though notably, it is not a direct measure of reinforcing effects.

Using the CPP paradigm, several studies have demonstrated the ability of 7-OH to produce rewarding effects and that it does so more potently than morphine. Gutridge and colleagues employed C57BL/6 mice and demonstrated the development of CPP after 3 mg/kg 7-OH. CPP was observed after both doses although 7-OH required more sessions (4 sessions) whereas morphine (6 mg/kg) was able to establish CPP in two sessions (Gutridge et al., 2020). Similarly,

other studies have demonstrated the ability of 7-OH (2 mg/kg) to produce CPP, and that it does so with greater potency than morphine (Matsumoto et al., 2008).

Drug Discrimination

Drug discrimination is an experimental method in which animals identify whether a test drug produces interoceptive effects similar to those produced by a drug to which the animals are trained to differentiate from placebo, and which has known pharmacological properties. If the known drug is one with abuse potential, drug discrimination methods can be used to predict if a test drug will have abuse potential in humans (Balster & Bigelow, 2003; Solinas et al., 2006).

For abuse assessment purposes, an animal is trained to press one bar when it receives a known drug of abuse (the training drug) and another bar when it receives placebo. A challenge session with the test drug determines which of the two bars the animal presses more often as an indicator of whether the test drug is more like the known drug of abuse or more like placebo. A test drug is said to have "full generalization" to the training drug when the test drug produces bar pressing >80% on the bar associated with the training drug (Ator & Griffiths, 2003; Swedberg, 2016; Walker, 2018; Young, 2009). A test drug that generalizes to a known drug of abuse will likely be abused by humans (Balster and Bigelow, 2003).

Male Sprague Dawley rats were trained to discriminate morphine (5.0 mg/kg i.p.) from saline using a 30 min pretreatment time and FR10 schedule of reinforcement. After successful training, substitution tests with 7-OH (0.3, 1.0 and 3.0 mg/kg) were performed. The highest dose of 7-OH (3.0 mg/kg) produced complete substitution for the morphine stimulus cue. Moreover, pretreatment with naloxone significantly reversed the 7-OH substitution and resulted in saline-like responding. Notably, in this study, 7-OH was more potent than morphine (Harun et al., 2015).

In a second study, the discriminative stimulus effects of 7-OH were examined in separate groups of rats trained to discriminate either morphine (3.2 mg/kg i.p., 15 min pretreatment) or mitragynine (32 mg/kg i.p., 30 min pretreatment) from saline. After successful acquisition of discrimination training 7-OH was administered in substitution tests. 7-OH was administered i.p., with a 15 min pretreatment time in a dose range of 0.1-17.8 mg/kg. In the morphine-trained rats, 7-OH produced complete substitution at doses above 0.56 mg/kg, with the 1.0 mg/kg dose producing 100% drug-lever-appropriate responding and a resultant ED_{50} of 0.28 mg/kg. Notably, the dose-response curve was shifted to the left, demonstrating an increased potency of 7-OH relative to morphine. In addition, pretreatment with 0.032 mg/kg naltrexone shifted the dose-response curve to the right suggesting substitution was mediated via mu-opioid receptors (Obeng et al., 2021). Taken together, the drug discrimination data demonstrate the ability of 7-OH to substitute and mimic the stimulus effects of morphine, and that 7-OH is more potent in doing so. These data are a strong indication that 7-OH produces subjective effects in humans that are similar to opioids, along with an associated abuse potential.

Self-Administration

Self-administration is a method that assesses whether a drug produces reinforcing effects that increase the likelihood of behavioral responses in order to obtain additional drug (i.e., whether an animal will press a lever for a drug injection). Drugs that are self-administered by animals are

likely to produce rewarding effects in humans, which is indicative of abuse potential. Generally, a good correlation exists between those drugs that are self-administered by animals and those that are abused by humans (Balster & Bigelow, 2003; Brady et al., 1987; Johanson & Schuster, 1981; Panlilio & Goldberg, 2007). It is notable that self-administration is a behavior that is produced by drugs that have been placed into every schedule of the CSA. Additionally, rates of self-administration for a particular drug will go up or down if the available drug dose or the work requirement (bar pressing for drug) is altered. Positive results from a self-administration study provide an abuse potential signal, suggesting that a drug has rewarding properties, but not necessarily that it produces more rewarding effects than another drug in humans.

7-OH produces reinforcing effects and is self-administered by rodents. In the study, rodents were trained to self-administer morphine (100 µg/infusion) and faded to 50 µg/infusion once stable responding was achieved. Thereafter, extinction sessions were performed to confirm acquisition of the self-administration training prior to substitution tests. Substitution tests were performed with 7-OH doses of 2.5, 5, 10 and 20 µg/infusion. In the substitution tests, 7-OH produced an inverted U-shaped curve and the number of infusions for 5 and 10 µg/infusion of 7-OH were significantly greater than vehicle, demonstrating the reinforcing effects of 7-OH (Hemby et al., 2019).

The self-administration of 7-OH was blocked by both a mu opioid antagonist (naloxonazine) and a delta opioid antagonist (naltrindole), suggesting its reinforcing effects are mediated via opioid receptors. In addition, peak morphine self-administration occurred at 50 µg/infusion while peak 7-OH infusions occurred at 5 µg/infusion, demonstrating a substantially increased potency of 7-OH relative to morphine.

There are some pharmacokinetic (PK) data available from animal studies involving the administration of isolated, i.e., single entity, 7-OH. Following a single oral dose (1 mg/kg 7-OH) to beagle dogs, absorption was rapid, with a peak plasma concentration (i.e., Cmax) of 56 ± 1.6 ng/mL 15 minutes post-dose. The elimination half-life was slower, producing a mean of 3.6 ± 0.5 h. No AEs were observed, and no abnormal laboratory findings were reported (Maxwell et al., 2021). In adult male and female mice, the PK parameters of 7-OH were investigated after a single oral dose of 50 mg/kg 7-OH. The tissue distribution of 7-OH was observed in descending order: liver > kidney > spleen > lung > brain. Plasme C_{max} values were 0.6 and 09 µg/mL in males and females with a T max value of 0.5 hr. Area under the curve (AUC) values over 48 hours (AUC_{0-48} hr* µg/mL) were 1.4 and 2.9 in male and female mice (Berthold et al., 2022).

Antinociceptive Effects

The antinociceptive effects of 7-OH were investigated in mice using the tail flick and hot plate tests. These tests are commonly used to examine pain and analgesic effects in rodents (D'Amour & Smith, 1941). In these tests, rodents are subject to a heat stimulus and timed for the duration it takes to move their tail (i.e., tail flick) or produce a response such as jumping, licking, or shaking of limbs (i.e., hot plate).

In the tail flick test, subcutaneous administration of 7-OH (2.5 – 10 mg/kg) produced both time and dose-related antinociceptive effects. Notably, the dose-effect curve for 7-OH was shifted to the left, indicating a greater potency than the positive control comparator, morphine. Similar results were observed in the hot plate test, and when morphine and 7-OH were administered

orally. Naloxone (2 mg/kg s.c.) inhibited the effects of 7-OH and morphine in both tests (Matsumoto et al., 2004; Matsumoto et al., 2008). Concurrent results were observed by Obeng and colleagues using the hot plate test. In their study, 7-OH (0.0032 – 3.2 mg/kg, i.v.) produced maximum antinociceptive effects and was more potent morphine but less potent than fentanyl when administered intravenously. Likewise, naltrexone (0.1 mg/kg) reversed the antinociceptive effects of 7-OH suggesting the antinociception was mediated via mu opioid receptors (Obeng et al., 2020).

Respiratory Depression

A major risk of opioid exposure and cause of opioid-induced death is respiratory depression (Baldo & Rose, 2022; Bateman et al., 2023). To examine the respiratory effects of 7-OH in rodents, whole body plethysmography was used in freely moving, awake rats. Both morphine (10 and 32 mg/kg, i.v.) and 7-OH (1, 3.2, and 10 mg/kg, i.v.) induced significant respiratory depression as assessed by minute volume, tidal volume, and breathing frequency. The mu-opioid agonist naloxone (1.0 mg/kg i.v.) reversed these effects, a finding consistent with the mu opioid effects of 7-OH (Zuarth Gonzalez et al., 2025). These data highlight a potential risk factor of 7-OH exposure and suggest 7-OH may expose individuals to similar risks as classic opioids, including respiratory depression.

Physical Dependence and Withdrawal

It is well-established that chronic administration of opioids leads to the development of tolerance and physical dependence that may culminate into a withdrawal syndrome. In parallel with some of the hot plate tests described above, the ability of 7-OH to produce physical dependence and withdrawal was examined. Mice were treated with subcutaneous 7-OH (10 mg/kg b.i.d.) or morphine (10 mg/kg b.i.d.) for five days. Tolerance was assessed as a reduction of analgesia in the hot plate test. After five days of treatment, both morphine and 7-OH showed a decreased analgesic response on the hot plate test, demonstrating the development of tolerance. In addition, cross-tolerance was also observed between morphine and 7-OH suggesting a similar mechanism of action between the drugs. Finally, after five days of escalating doses of 7-OH and morphine (8-45 mg/kg b.i.d.) the development of withdrawal was assessed with a 3 mg/kg s.c., dose of naloxone injected two hours after 7-OH administration. Both morphine and 7-OH treatment produced signs of withdrawal such as jumping, rearing, urination, ptosis, forepaw tremor, and diarrhea (Matsumoto et al., 2005).

Summary of Preclinical Data

From the studies described above, 7-OH has high affinity for mu opioid receptors and functional activity as an agonist at these receptors. Consistent with this pharmacological activity, 7-OH is self-administered by animals, substitutes for morphine in drug discrimination studies, produces antinociception, and physical dependence leading to withdrawal when administered to rodents. Moreover, 7-OH has consistently demonstrated an increased potency relative to morphine in preclinical rodent studies. These observations suggest 7-OH has pharmacological properties representative of a full mu opioid agonist and an associated high potential for abuse.

CONCLUSIONS

The data described in this report indicate that 7-OH has a significant potential for abuse and associated harms. Conclusively, 7-OH has high affinity and agonist activity at mu opioid receptors. Consistent with this pharmacological mechanism of action, 7-OH demonstrates rewarding effects in that it is self-administered by animals and also produces conditioned place preference, two well-established animal behavioral models measuring rewarding effects as a predictor of abuse potential in humans. In animal drug discrimination studies, 7-OH substitutes for morphine with full generalization. 7-OH is also demonstrated to produce antinociception consistent with opioid pharmacology, and to produce physical dependence when administered to rodents, as evidenced by a classic set of withdrawal signs associated with opioid withdrawal upon discontinuation of opioid administration. Moreover, 7-OH in all above models has consistently demonstrated an increased potency relative to morphine.

Due to the fact that 7-OH is both a metabolite of mitragynine and naturally present in low amounts in botanical kratom, using toxicology results to identify 7-OH as a primary or sole contributor in human exposures is challenging. There is also a need for improved clinical awareness and population surveillance to better characterize patterns of 7-OH use, the products that people are obtaining, and individual treatment needs following 7-OH exposure. Additionally, questions on 7-OH are not generally included in national surveys, and other data sources that rely on self-reported use of 7-OH likely underestimate the number of 7-OH exposure cases, as individuals may be unaware of the distinction from kratom products. Nonetheless, since specific codes were added earlier this year to document 7-OH exposure cases, U.S. poison centers have identified multiple single-substance cases of 7-OH exposure resulting in serious adverse clinical outcomes. Also, although anecdotal, social media and online forums indicate growing awareness and use of 7-OH, and many testimonials of the negative opioid-mediated effects users have experienced, including 7-OH dependence, associated withdrawal syndrome, and addiction.

In the current marketplace in the U.S., 7-OH is increasingly being marketed over-the-counter and online, in concentrated forms or sufficient doses to cause harms to those individuals engaging, knowingly or unknowingly, in use of 7-OH. Based on demonstrated pharmacology, repeated or prolonged use of 7-OH would lead to tolerance, physical dependence, and potentially to opioid addiction— typical of mu opioid agonist drugs of abuse. This public health threat is troubling and requires immediate and impactful policies to educate consumers and take regulatory action that limits access to 7-OH containing products.

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Foods, Dietary Supplements and Medical Drugs containing Kratom and 7-OH are Dangerous and Illegal to Sell or Manufacture

October 24, 2025

NR25-16

CDPH Advises Consumers to Avoid Using Kratom or 7-OH Products, Continues to Remove Kratom from Manufacturers and Retailers

What You Need to Know: CDPH is warning consumers that foods and other products containing kratom and 7-OH are illegal to sell or manufacture and may result in addiction, serious harm, overdose, and death. Despite their wide availability, these products are illegal to sell and cannot be sold online or in stores.

SACRAMENTO – The California Department of Public Health (CDPH) is warning consumers about products containing kratom and 7-hyrdroxymitragynine, commonly known as 7-OH, a potent opioid product derived from the kratom plant. These products may lead to addiction, serious harm, overdose, and death. Since April 2025, Los Angeles County Department of Public Health reported six fatal overdoses linked to 7-OH.

"Although illegal to sell or manufacture, we are still finding kratom and 7-OH products for sale in gas stations, smoke shops, online and other retailers. While these products are sometimes marketed as natural remedies, they are dangerous and can result in fatal overdoses," said **Dr. Erica Pan, CDPH Director and State Public Health Officer**. "The best way to protect yourself is to avoid using 7-OH and kratom-related products."

Neither kratom nor 7-OH can lawfully be marketed in the United States as a drug product, dietary supplement or food additive. Claims that kratom and 7-OH products can treat pain, anxiety and opioid withdrawal are unproven. Side effects of kratom and 7-OH include withdrawal symptoms, insomnia and anxiety, seizures and fatal respiratory depression.

What CDPH is doing to protect Californians

CDPH has been conducting investigative work associated with kratom for many years and continues to take action to remove products or raw materials containing kratom or 7-OH from retail facilities selling to consumers and from manufacturing locations. Once these products are identified during an investigation, they are embargoed or destroyed.

What you can do to protect yourself:

- Avoid buying or consuming products with kratom or 7-OH. Many kratom or 7-OH products are designed to look like candies, treats or "healthy" products. Kratom and 7-OH products are typically sold as beverages, shots, powders, tablets, capsules and gummies. Examine the packaging and label so you do not accidentally buy or consume kratom or 7-OH.

- Carry naloxone. Naloxone is a life-saving medication used to reverse an opioid overdose, including overdose related to heroin, fentanyl, prescription opioid medications, or 7-

OH. Californians can purchase CalRx® over-the-counter naloxone HCL for $22.50 per twin pack directly.

- If you or someone else is experiencing any ill effects after consuming kratom or 7-OH products contact Poison Control at 1-800-222-1222 or online at www.poisonhelp.org, or consult a health care provider.

- Know the signs of an overdose and how to respond. If someone is unresponsive, administer naloxone and call 911 immediately, keep the person awake and breathing, lay them on their side to prevent choking and stay with the person until 911 responders arrive.

Anyone who finds kratom or 7-OH products for sale for consumption should call the CDPH Complaint Hotline at (800) 495-3232 or submit an electronic report here.

November 12, 2025
PUBLIC HEARING
Item No. 6A.

City Council Agenda Report

ORDINANCES ADOPTING AND AMENDING CODES COMPRISING THE 2025 CALIFORNIA BUILDING STANDARDS CODE, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, SETTING A PUBLIC HEARING CONCERNING ADOPTION, AND ADOPTION OF A RESOLUTION MAKING FINDINGS IN SUPPORT OF LOCAL AMENDMENTS TO THE 2025 CALIFORNIA BUILDING STANDARDS CODE

PREPARED BY	PRESENTED BY
Alex Lester, Senior Building Inspector	Alex Lester, Senior Building Inspector
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Matt Foulkes, Director of Community & Economic Development	Aaron France, City Manager

RECOMMENDED ACTION

1) Introduce Ordinances adopting by reference and amending the 2025 Edition of the California Building Standards Code, including the California Building Code, California Fire Code, California Plumbing Code, California Mechanical Code, California Electrical Code, California Residential Code, California Green Building Standards Code, California Historical Building Code, California Existing Building Code, California Wildland-Urban Interface Code, and California Referenced Standards Code, as adopted by the California Building Standards Commission, together with the local amendments outlined in the ordinances, and adopting the 2024 International Property Maintenance Code; 2) Set a public hearing and second reading for December 9, 2025; and 3) Adopt a Resolution making the necessary findings, as required by state law to support local amendments to the 2025 California Building, Fire and related codes.

PREVIOUS CITY COUNCIL ACTION

Every three years, the state of California updates the statewide building codes (the California Building Codes), which are based on the preceding year's model codes (the International Building Codes). The City Council previously adopted the 2022 California Building Codes at its meeting on October 11, 2022. State law requires cities within the state to adopt the California Building Codes. Each cycle, in concert with the state, the City has updated their adopted reference codes.

DISCUSSION

State law requires the State Building Standards Commission, the agency charged with developing new building codes, to adopt and publish the California Building Standards Code (State Building Codes) every three years. Building standards in the 2025 State building codes become mandatory and automatically effective statewide on January 1, 2026. In general, the 2025 State building codes promote greater energy efficiencies and reflect improved building techniques and safety.

State law allows cities and counties to modify building standards contained in codes comprising the California Building Standards Code, provided findings are made establishing that the proposed amendments are reasonably necessary due to local climatic, geological, or topographical conditions that can affect the health, welfare, and safety of local residents. The local amendments must be considered equal or more restrictive than the State building standards and the findings must be filed with the California Building Standards Commission. Local agencies can also adopt by reference additional, non-mandatory model codes and standards as deemed appropriate by the local agency.

The Community & Economic Development Department and the Orange County Fire Authority (OCFA) propose additional local amendments to the State building codes, which include the following:

1. Minimum Class B Fire Rating for Roofs - Due to the serious hazard of rapid fire spread in local high winds, the use of untreated wood roof is prohibited for new buildings and the re-roofing of existing buildings. This local amendment, currently in the Buena Park Municipal Code, is also in response to a grand jury report and recommendations. (Building Code Section 1505).

2. Single Family Fire Sprinklers - The 2025 California Building, Fire, and Residential Codes (similar to the 2022 California Building Codes currently in effect) require all new single-family homes to have fire sprinklers. The current Buena Park Building, Fire, and Residential Codes, by local amendment, also require sprinklers for additions of more than 50%, and remodeled or newly-constructed buildings exceeding 5,500 square feet. Staff recommends that the current requirements (greater than 50% and/or exceeding 5,500 square feet) be continued.

In addition to the statewide mandatory building codes, staff is recommending adoption by reference of the 2024 International Property Maintenance Code. The 2024 International Property Maintenance Code is the updated edition of the currently adopted 2021 edition. The 2024 International Property Maintenance Code, published by the International Code Council, when adopted by a local jurisdiction, governs the use, maintenance, and occupancy of existing structures and premises, as well as administration and enforcement. While the state does not adopt a property maintenance code statewide, the City has previously adopted the International Property Maintenance Code as a minimum standard for properties in Buena Park.

Although Buena Park is a charter city and ordinance adoption typically only requires a single reading, state law requires that a special hearing process be followed for adoption of any standards or codes by reference. The special hearing process includes introduction of the ordinance at one meeting, and a public hearing and second reading after a minimum of 14 days.

PUBLIC HEARING NOTIFICATION

A Notice of Public Hearing was posted at City Hall, the Buena Park Library, and the Ehlers Event Center on October 30, 2025. The Notice was also published in the *Buena Park Independent* on October 31, 2025, as required by law.

BUDGET IMPACT

There is no budget impact as a result of this action.

Attachments

Building Code Adoption Ord 2025 Attachment 1.pdf
Fire Code Adoption Ord 2025 Attachment 2.pdf
Code Adoption Resolution 2025 Attachment 3.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING CODE, INCORPORATING THE "INTERNATIONAL BUILDING CODE" 2024 EDITION; THE 2025 CALIFORNIA MECHANICAL CODE, INCORPORATING THE "UNIFORM MECHANICAL CODE," 2024 EDITION; THE 2025 CALIFORNIA PLUMBING CODE, INCORPORATING THE "UNIFORM PLUMBING CODE," 2024 EDITION; THE 2025 CALIFORNIA ELECTRICAL CODE, INCORPORATING THE "NATIONAL ELECTRICAL CODE," 2023 EDITION; THE 2025 CALIFORNIA RESIDENTIAL CODE, INCORPORATING THE 2024 INTERNATIONAL RESIDENTIAL CODE; THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2025 CALIFORNIA HISTORICAL BUILDING CODE; THE 2025 CALIFORNIA EXISTING BUILDING CODE; INCORPORATING THE INTERNATIONAL EXISTING BUILDING CODE, THE 2025 CALIFORNIA REFERENCED STANDARDS CODE; THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE; AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS AND EXCEPTIONS, AND AMENDING TITLE 15 OF THE BUENA PARK CITY CODE

A. Recitals.

(i) Article 2 of Chapter 1 of Part 1 of Division 1 of Title 5 (§ 50022.1, et seq.) of the California Government Code authorizes the adoption, by reference, of the codes specified in the title hereof.

(ii) At least one copy of each of the codes and standards identified in this Ordinance, certified as full, true and correct by the City Clerk of the City of Buena Park, has been filed in the office of the City Clerk of the City of Buena Park in accordance with the provisions of California Government Code § 50022.6.

(iii) A duly noticed public hearing, as required by California Government Code § 50022.3, has been conducted and was concluded prior to the adoption of this Ordinance.

(iv) All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby find, determine and ordain as follows:

Section 1: The facts set forth in the Recitals, Part A, of this Ordinance, are true and correct.

Section 2: Chapters 15.56, 15.58, 15.60, 15.64, 15.68, 15.70, 15.80, and 15.100 of Title 15 of the Buena Park City Code are hereby repealed; provided, however, that said repeal shall not apply to or excuse any violation hereof occurring prior to the effective date of this Ordinance and provided further that the codes as adopted therein by reference and amended by the City of Buena Park shall continue to be applicable to construction wherein plans have been submitted

for plan check as of the effective date of this Ordinance so long as the initial permit therefore is issued not later than one hundred eighty (180) days after the effective date of this Ordinance.

Section 3: A new Chapter 15.56 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.56
BUILDING CODE

Sections:

15.56.010 California Building Code – Adopted.
15.56.020 Amendments to the California Building Code.

15.56.010 California Building Code – Adopted.

The 2025 California Building Code, incorporating the 'International Building Code,' 2024 Edition, including all appendices, is hereby adopted by reference as the Building Code of the City of Buena Park, together with the amendments, additions, deletions and exceptions set forth in this Chapter 15.56.

15.56.020 Amendments to the California Building Code.

Chapter 2
Definitions

Sections 202 Definitions is hereby revised by adding "OCFA" and "Spark Arrester" as follows:

202 Definitions

OCFA. Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 5
General Building Heights and Areas

Section 502.1 Address identification is hereby revised as follows:

502.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification

characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than 0.5 inch. For R-3 and other occupancies the numbers shall be a minimum of 6 inches high with a minimum stroke width of 1 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Chapter 9
Fire Protection and Life Safety Systems

Adopt Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety with the following amendments:

Section 903.2 Where required is hereby revised to read as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings.** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

   Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code.

2. **Existing Buildings.** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:

   a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
   b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
   c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings.** An automatic sprinkler system shall be installed throughout all new buildings.

2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

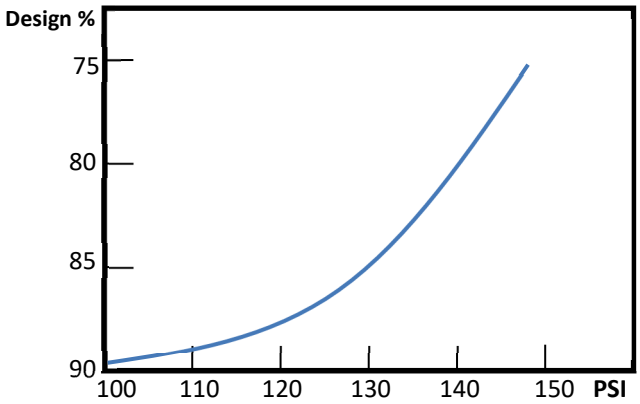
    1. When the floor area of alterations within any two-year period exceeds 50 percent of gross floor area of the existing structure and the building gross floor area exceeds 5,500 square feet; or:
    2. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 15
Roof Assemblies and Rooftop Structures

Table 1505.1 is hereby revised to read as follows:

TABLE 1505.1

MINIMUM ROOF COVERING CLASSIFICATIONS

TYPES OF CONSTRUCTION[a]

IA	IB	IIIA	IIIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m^2.

a. Unless otherwise required in accordance with Chapter 7A.

Section 1505.1.3 is hereby revised as follows:

1505.1.2 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

Section 1505.5 is deleted.

Section 1505.7 is deleted.

Chapter 35 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the

fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

9.4.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1) Quick-response type as defined in 3.6.4.8
2) Residential sprinklers in accordance with the requirements of 8.4.5
3) Quick response CMSA sprinklers
4) ESFR sprinklers
5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2025 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby deleted in its entirety.

NFPA 24, 2025 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised to read as follows:

6.2.9 All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

(1) A post indicator valve installed not less than 40ft. (12m) from the building.

(a) For buildings less than 40ft (12m) in height, a post indicator valve shall be permitted to be installed closer than 40ft (12m) but at least as far from the building as the height of the wall facing the post indicator valve.

(2) A wall post indicator valve.

(3) An indicating valve in a pit, installed in accordance with Section 6.4.

(4) A backflow preventer with at least one indicating valve not less than 40ft (12 m) from the building.

(a) For buildings less than 40ft (12m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40ft (12m) but at least as far from the building as the height of the wall facing the backflow preventer.

(5) Control valves installed in a fire-rated room accessible from the exterior.

(6) Control valves in a fire-rated stair enclosure accessible from the exterior.

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby deleted.

Section 4: A new Chapter 15.58 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.58
RESIDENTIAL CODE

Sections:

15.58.010 California Residential Code – Adopted.
15.58.020 Amendments to the California Residential Code.

15.58.010 California Residential Code – Adopted.

The 2022 California Residential Code is hereby adopted by reference as the Residential Code of the City of Buena Park, together with the amendments, additions, deletions and exceptions set forth in this Chapter 15.58.

15.58.20 Amendments to the California Residential Code.

Section R202 Definitions is hereby revised by adding "OCFA" and "Spark Arrester" as follows:

OCFA. Orange County Fire Authority, the fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 Building Planning is adopted in its entirety with the following amendments and additions:

Section R301.9 Fuel modification requirements for new construction is hereby added as follows:

R301.9 Fuel modification requirements for new construction. All new structures and

facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for new Construction Fuel Modification Plans and Maintenance Program.

Section R309.6 Fire sprinkler attached garages, and carports with habitable space above is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.1 Townhouse automatic fire sprinkler systems is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.2 One- and two-family dwellings automatic fire sprinkler systems is hereby revised to read as follows:

1. **Existing Buildings.** An automatic sprinkler system shall be installed throughout any existing building when the floor area of the alteration within any two-year period exceeds 50% of area of the existing structure and the building area exceeds 5,500 square-feet. When the cost of installing an approved automatic sprinkler system exceeds 5% of the cost of the alteration, with the approval of the fire code official, the required automatic sprinkler system may be omitted.

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic sprinkler system *unless a sprinkler system is required in accordance with California Fire Code, OCFA Local Amendments, Section 903.2.8.*

Section R313.3.6.2.2 Calculation procedure is hereby revised to read as follows:

Section R313.3.6.2.2 Calculation procedure. Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code Section 903.3.5.

(The remainder of the section is unchanged)

Section R319.1 Address identification is hereby revised to read as follows:

R319.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in

a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. For R-3 occupancies, each character shall be not less than 6 inches in height with a stroke width of not less than 1 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Section R902.1 Roofing covering materials is amended by revising it to allow only class A or B roofs, and to read as follows:

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Classes A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

Section R902.1.3 Roofing covering materials is amended by revising it to require a minimum Class B roof, and to read as follows:

R902.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

Section R1001.13 Outdoor fireplaces, fire pits, fire rings, or similar devices is hereby added as follows:

R1001.13 Outdoor fireplaces, fire pits, fire rings, or similar devices. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking

Section R1001.13.1 Gas-fueled devices is hereby added as follows:

R1001.13.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Division and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet

of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Division approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

Section R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Fireplaces burning wood or other solid fuel shall be constructed in accordance with Section R1001. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace.

Section R1001.13.3 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

R1001.13.3 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones (FHSZ) or in locations where conditions could cause the spread of fire to the WRA or FHSZ, unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Chapter 44

Referenced Standards

(R-3 Occupancy related standards are included)

Chapter 44 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 8.15.1.2.7 is hereby revised as follows:

8.15.1.2.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by fire code official.

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in

density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2) Use a maximum of 40 psi, if available;
3) Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary or remote station alarm service.

Section 5: A new Chapter 15.60 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.60
MECHANICAL CODE

Sections:

15.60.010 California Mechanical Code – Adopted.
15.60.020 Amendments to the California Mechanical Code.

15.60.010 California Mechanical Code – Adopted.

The "2025 California Mechanical Code," incorporating the 'Uniform Mechanical Code,' 2024 Edition, is hereby adopted by reference as the Mechanical Code of the City of Buena Park, together with the amendments, additions, deletions and exceptions set forth in this Chapter 15.60.

15.60.020 Amendments to the California Mechanical Code.

[reserved for future amendments]"

Section 6: A new Chapter 15.64 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.64
PLUMBING CODE

Sections:
15.64.010 California Plumbing Code – Adopted.
15.64.020 Amendments to Plumbing Code.

15.64.010 California Plumbing Code – Adopted.

The "2025 California Plumbing Code," incorporating the 'Uniform Plumbing Code,' 2024 Edition, including Appendix A and Appendix L, is hereby adopted by reference as the Plumbing Code of the City of Buena Park, together with the amendments, additions, deletions and exceptions set forth in this Chapter 15.64.

15.64.020 Amendments to the California Plumbing Code.

[reserved for future amendments]"

Section 7: A new Chapter 15.68 is hereby added to the Buena Park City Code to read as follows:

"Chapter 15.68
ELECTRICAL CODE

Sections:
15.68.010 California Electrical Code – Adopted.
15.68.020 Amendments to the California Electrical Code.

15.68.010 California Electrical Code – Adopted.

The "2025 California Electrical Code," incorporating the 'National Electrical Code,' 2023 Edition, is hereby adopted by reference as the Electrical Code of the City of Buena Park, together with the amendments, additions, deletions and exceptions set forth in this Chapter 15.68.

15.68.020 Amendments to the California Electrical Code.

[reserved for future amendments]

Section 8: A new Chapter 15.70 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.70
GREEN BUILDING STANDARDS CODE

Sections:

15.70.010 California Green Building Standards Code - Adopted.
15.70.020 Amendments to the California Green Building Standards Code.

15.70.010 California Green Building Standards Code - Adopted.

The "California Green Building Standards Code," 2025 Edition, is hereby adopted by reference as the Green Building Standards Code of the City of Buena Park.

15.70.020 Amendments to the California Green Building Standards Code.

Section 301.1 of the California Green Building Standards Code is amended to read as follows:

301.1 Scope. Buildings shall be designed to include the green building measures specified as mandatory in the application checklists contained in this code. Voluntary green building measures are also included in the application checklists and may be included in the design and construction of structures covered by this code, but are not required."

Section 9: A new Chapter 15.80 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.80
EXISTING BUILDING CODE

Sections:

15.80.010 Existing Building Code—Adopted

15.80.010 Existing Building Code -Adopted

The "2025 California Existing Building Code," incorporating the 'International Existing Building Code,' 2024 Edition, is hereby adopted in its entirety as the Existing Building Code of the City of Buena Park."

Section 10: A new Chapter 15.92 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.92
HISTORICAL BUILDING CODE

Sections:

15.92.010 Historical Building Code—Adopted

15.92.010 Historical Building Code -Adopted

The "2025 California Historical Building Code," is hereby adopted in its entirety as the Historical Building Code of the City of Buena Park."

Section 11: A new Chapter 15.96 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.96
REFERENCED STANDARDS CODE

Sections:
15.96.010 Referenced Standards Code—Adopted

15.96.010 Referenced Standards Code -Adopted

The "2025 California Referenced Standards Code," is hereby adopted in its entirety as the Reference Standards Code of the City of Buena Park.

"Chapter 15.100
PROPERTY MAINTENANCE CODE

Sections:

15.100.010 International Property Maintenance Code—Adopted

15.100.010 International Property Maintenance Code -Adopted

The "International Property Maintenance Code," 2024 Edition, published by the International Code Council is hereby adopted in its entirety as the Property Maintenance Code of the City of Buena Park together with the amendments, additions, deletions and exceptions set forth in this Chapter 15.100."

Section 12: Penalties for Violation of Ordinance. It shall be unlawful for any person, firm, partnership, or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance or any of the Codes hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or any of the Codes hereby adopted or failing to comply with any of their requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars ($1000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance or the Codes hereby adopted is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefore as provided in this Ordinance.

Section 13: Civil Remedies Available. The violation of any of the provisions of this Ordinance or any of the Codes hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

Section 14: The Council finds that the actions contemplated by this ordinance are exempt from the California Environmental Quality Act (CEQA), under CEQA Guidelines

Section 15061(b)(3), in that it can be seen with certainty that there is no possibility for the proposed ordinance to have a significant effect on the environment.

Section 15. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance or the Codes hereby adopted 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 and the Codes hereby adopted shall remain in full force and effect.

Section 16: The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published in the manner prescribed by law.

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Buena Park held on the ____ day of _____, _____, and finally passed on the ____ day of _____, ____.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK ADOPTING BY REFERENCE THE 2025 CALIFORNIA FIRE CODE, INCORPORATING THE "INTERNATIONAL FIRE CODE", 2024 EDITION, INCLUDING ALL APPENDICES, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS, ADDITIONS, AND PENALTIES, AND AMENDING TITLE 16 OF THE BUENA PARK MUNICIPAL CODE.

A. Recitals.

(i) California Government Code § 50022.1, et seq. authorizes the adoption, by reference, of the 2025 California Fire Code.

(ii) At least one copy of said Code, certified as full, true and correct by the City Clerk of the City of Buena Park, has been filed in the office of the City Clerk of the City of Buena Park in accordance with the provisions of California Government Code § 50022.6 and in the office of the building official in accordance with California Health and Safety Code § 18942(d)(1).

(iii) A duly noticed public hearing, as required by California Government Code § 50022.3, has been conducted and concluded prior to the adoption of this Ordinance.

(iv) All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby find, determine and ordain as follows:

Section 1: The facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

Section 2: Chapter 16.00 of Title 16 of the Buena Park Municipal Code is hereby repealed provided that said repeal shall not affect or excuse any violation thereof occurring prior to the effective date of this Ordinance. A new Chapter 16.00 is hereby added to Title 16 of the Buena Park Municipal Code to read as follows:

"Chapter 16.00

FIRE CODE ADOPTED

Sections:

16.00.010 Fire Code adopted.

16.00.010 Fire Code adopted. Except as hereinafter provided in Chapter 16.04, the 2025 California Fire Code, incorporating the International Fire Code, 2024 Edition, including all appendices, together with certain amendments, deletions, additions, and penalties, is hereby adopted by reference for the purpose of prescribing regulations governing conditions hazardous to life and property and protecting the same from fire or explosion, save and except such portions as are hereinafter added, deleted, modified or amended. Said Code shall be referred to as the Fire Code of the City of Buena Park."

Section 3. Chapter 16.04 of Title 16 of the Buena Park Municipal Code is hereby repealed provided that said repeal shall not affect or excuse any violation thereof occurring prior to the

effective date of this Ordinance. A new Chapter 16.04 is hereby added to Title 16 of the Buena Park Municipal Code to read as follows:

"Chapter 16.04

FIRE CODE AMENDMENTS

Sections:

16.04.010 Fire Code amendments.

16.04.010 Fire code amendments.

Chapter 1

Scope and Administration

Chapter 1 Scope and Administration is adopted in its entirety with the following amendments:

Section 113.4 Violation penalties is hereby revised as follows:

> **113.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 113.4.2 Infraction and misdemeanor is hereby added as follows:

> **113.4.2 Infraction and misdemeanor.** Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Chapter 2

Definitions

Chapter 2 Definitions is adopted in its entirety as amended by the State Fire Marshal with the following amendments:

Sections 202 General Definitions is hereby revised by adding "OCFA" and "Spark Arrester" as follows:

202 General Definitions

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically

for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3

General Requirements

Chapter 3 General Requirements is adopted in only those sections and subsections adopted by the State Fire Marshall with the following amendments:

Section 304.1.3 Vegetation is hereby revised as follows:

304.1.3 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Part 7, the California Wildland-Urban Interface Code. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 "Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program."

Section 305.6 Hazardous Conditions is hereby added as follows:

305.6 Hazardous conditions. Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. When predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. When an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7 Disposal of rubbish is hereby added as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES is hereby revised as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND PORTABLE OUTDOOR FIREPLACES

Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

> **307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies.** Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.
>
> **Exception:** Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1 Gas-fueled devices is hereby added as follows:

> **307.6.1 Gas-fueled devices.** Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building and Safety Division and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building and Safety Division approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

> **307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas.** Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.
>
> The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.
>
> **Exceptions:**
>
> 1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,
> 2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1 Where prohibited is hereby added as follows:

> **307.6.2.1 Where prohibited.** The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the

WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324 Fuel Modification Requirements for New Construction is hereby added as follows:

324 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.

Section 325 Clearance of brush or vegetation growth from roadways is hereby added as follows:

322 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326 Unusual Circumstances is hereby added as follows:

326 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1 Difficult terrain.
2 Danger of erosion.
3 Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4 Stands or groves of trees or heritage trees.
5 Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327 Use of Equipment is hereby added as follows:

327.1 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine

is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition.

Section 327.2 Use of Equipment and Devices Generating Heat, Sparks or Open Flames is hereby added as follows**:**

327.2 Equipment and devices generating heat, sparks or open flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If a 30 foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 327.3 Spark Arresters is hereby added as follows:

327.3 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Chapter 4

Emergency Planning and Preparedness

Chapter 4: **Emergency Planning and Preparedness** is adopted in only those sections, subsections, adopted by the State Fire Marshal with the following amendment.

Section 407.5 is revised as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall follow OCFA Guideline G-04 "Completion of the Chemical Classification" in accordance with Section 5001.5.2.

Chapter 5

Fire Service Features

Chapter 5 Fire Service Features is entirety as amended by the State Fire Marshal with the following amendments:

Section 501.1 Scope is revised as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-01, "Fire Master Plan for Commercial & Residential Development."

Section 510.1 Emergency responder communications enhancement systems in new buildings is hereby deleted and replaced as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the requirements of the Orange County Sheriff's Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
    a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
    b. Elevators.
    c. Structures that meet all of the following:
        i. Three stories or less, and
        ii. Do not have subterranean storage or parking, and
        iii. Do not exceed 50,000 square feet on any single story.
    d. Structures that meet all of the following:
        i. Residential structures four stories or less, and
        ii. Constructed of wood, and
        iii. Do not have subterranean storage or parking, and
        iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Chapter 6

Building Services and Systems

Chapter 6 Building Services and Systems is adopted in its entirety as amended by the State Fire Marshal.

Chapter 7

Fire and Smoke Protection Features

Chapter 7 Fire and Smoke Protection Features is adopted in its entirety as amended by the State Fire Marshal.

Chapter 8

Interior Finish, Decorative Materials and Furnishings

Chapter 8 Interior Finish, Decorative Materials and Furnishings is adopted in its entirety as amended by the State Fire Marshal.

Chapter 9

Fire Protection and Life Safety Systems

Adopt Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety as amended by the State Fire Marshall with the following amendments:

Section 903.2 Where required is hereby revised as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings.** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2, an automatic sprinkler system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

   Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code *that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code.*

2. **Existing Buildings.** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:

   a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
   b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
   c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings.** An automatic sprinkler system shall be installed throughout all new buildings.

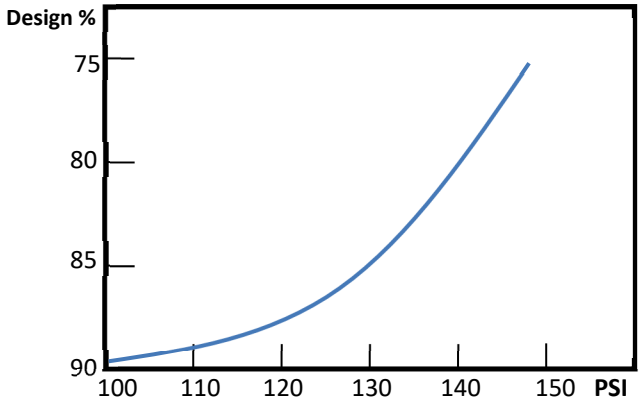
2. **Existing Buildings.** An automatic sprinkler system shall be installed throughout any existing building when the floor area of the alteration within any two-year period exceeds 50% of area of the existing structure and the building area exceeds 5,500 square-feet. When the cost of installing an approved automatic sprinkler system exceeds 5% of the cost of the alteration, with the approval of the fire code official, the required automatic sprinkler system may be omitted.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 10

Means of Egress

Chapter 10 Means of Egress is adopted in its entirety as amended by the State Fire Marshal .

Chapter 11

Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings is adopted in only those sections and subsections adopted by the State Fire Marshal.

Chapter 12

Energy Systems

Chapter 12 Energy Systems is adopted in its entirety as amended by the State Fire Marshal.

Chapter 20
Aviation Facilities

Chapter 20 Aviation Facilities is adopted in its entirety without amendments.

Chapter 21
Dry Cleaning

Chapter 21 Dry Cleaning is adopted in its entirety as amended by the State Fire Marshal.

Chapter 22
Combustible Dust-Producing Operations

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety.

Chapter 23
Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety as amended by the State Fire Marshal.

Chapter 24
Flammable Finishes

Chapter 24 Flammable Finishes is adopted in its entirety as amended by the State Fire Marshal.

Chapter 25
Fruit and Crop Ripening

Chapter 25 Fruit and Crop Ripening is not adopted.

Chapter 26
Fumigation and Insecticidal Fogging

Chapter 26 Fumigation and Insecticidal Fogging is not adopted.

Chapter 27
Semiconductor Fabrication Facilities

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety.

Chapter 28

Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2 Permit is hereby revised as follows:

2801.2 Permit. Permits shall be required as set forth in Section 105.5 and 105.5.31.

Section 2808.2 Storage site is hereby revised as follows:

2808.2 Storage site. Storage sites shall be level and on solid ground, elevated soil lifts or

other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring products to the site.

Section 2808.3 Size of piles is hereby revised as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factors that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified, and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.3.1 Increase in Pile or Stack Size is hereby deleted in its entirety.

Section 2808.4 Pile Separation is hereby revised as follows:

2808.4 Pile separation. Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7 Pile fire protection is hereby revised as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9 Material-handling equipment is hereby revised as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11 Temperature control is hereby added as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1 Pile temperature control is hereby added as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2 New material temperature control is hereby added as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12 Water availability is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2-hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13 Tipping areas is hereby added as follows:

2808.13 Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20 foot wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14 Emergency Contact is hereby added as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Section 2808.15 Maximum Grid of Piles and Rows is hereby added as follows:

2808.15 Maximum Grid of Piles and Rows, Rows of Piles shall not exceed 500 feet by 500 feet. Grids shall be separated by a minimum 50 foot clear space used for no other purpose.

2808.16 Push-out / Clear area is hereby added as follows:

2808.16 Push-out / Clear area Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any pile and shall be located a minimum of 20 feet from any building

Chapter 29
Manufacture of Organic Coatings

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety.

Chapter 30
Industrial Ovens

Chapter 30 Industrial Ovens is adopted in its entirety.

Chapter 31
Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31 Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety as amended by the State Fire Marshal.

Chapter 32
High-Piled Combustible Storage

Chapter 32 High-Piled Combustible Storage is adopted in its entirety as amended by the State Fire Marshal.

Chapter 33
Fire Safety During Construction and Demolition

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety as amended by the State Fire Marshal.

Chapter 34
Tire Rebuilding and Tire Storage

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety without amendments as amended by the State Fire Marshal.

Chapter 35
Welding and Other Hot Work

Chapter 35 Welding and Other Hot Work is adopted in its entirety.

Chapter 36
Marinas

Chapter 36 Marinas is adopted in its entirety.

Chapter 37
Combustible Fibers

Chapter 37 Combustible Fibers is adopted in its entirety.

Chapter 39
Processing and Extraction Facilities

Chapter 39 Processing and Extraction Facilities is adopted in its entirety.

Chapter 40

Storage of Distilled Spirits and Wines

Chapter 40 STORAGE OF DISTILLED SPIRITS AND WINES is adopted in its entirety.

Chapter 41

Temporary Heating and Cooking Operations

Chapter 41 TEMPORARY HEATING AND COOKING OPERATIONS is adopted in its entirety as amended by the SFM.

Chapter 48
Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety.

Chapter 50
Hazardous Materials – General Provisions

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety as amended by the State Fire Marshal with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS), is hereby revised as

follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall follow OCFA Guideline G-04 "Completion of the Chemical Classification", which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises.

Section 5003.1.1.1 Extremely Hazardous Substances is hereby added as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51
Aerosols

Chapter 51 Aerosols is adopted in its entirety.

Chapter 53
Compressed Gases

Chapter 53 Compressed Gases is adopted in its entirety.

Chapter 54
Corrosive Materials

Chapter 54 Corrosive materials is adopted in its entirety as amended by the State Fire Marshal.

Chapter 55
Cryogenic Fluids

Chapter 55 Cryogenic Fluids is adopted in its entirety.

Chapter 56
Explosives and Fireworks

Chapter 56 Explosives and Fireworks is adopted in its entirety with the following amendments:

Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3 Application for Permit is hereby added as follows:

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57
Flammable and Combustible Liquids

Chapter 57 Flammable and Combustible Liquids is adopted in its entirety as amended by the State Fire Marshal.

Chapter 58
Flammable Gases and Flammable Cryogenic Fluids

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids is adopted in its entirety as amended by the State Fire Marshal.

Chapter 59
Flammable Solids

Chapter 59 Flammable Solids is adopted in its entirety.

Chapter 60
Highly Toxic and Toxic Materials

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety.

Chapter 61
Liquefied Petroleum Gases

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety.

Chapter 62
Organic Peroxides

Chapter 62 Organic Peroxides is adopted in its entirety.

Chapter 63
Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids

Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety.

Chapter 64
Pyrophoric Materials

Chapter 64 Pyrophoric Materials is adopted in its entirety.

Chapter 65
Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety.

Chapter 66
Unstable (Reactive) Materials

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety.

Chapter 67
Water-Reactive Solids and Liquids

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety.

Chapter 80
Referenced Standards

Chapter 80 Referenced Standards is adopted in its entirety as amended by the State Fire Marshal with the following amendments.

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

> **6.7.3** Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

> **9.4.3.1** When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard

occupancies shall be one of the following:

(1) Quick-response type as defined in 3.6.4.8
(2) Residential sprinklers in accordance with the requirements of 8.4.5
(3) Quick response CMSA sprinklers
(4) ESFR sprinklers
(5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers.
(6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems.

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 24, 2025 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

(1) A post indicator valve installed not less than 40 ft (12 m) from the building

1. For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.

2. Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a post indicating valve 40 ft (12m) away.

3. Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12 m).

(2) A wall post indicator valve on risers located within the building, either a nonrising stem gate valve with a wall post indicator or a listed butterfly valve with an indicating handle extending out through the building wall.

(3) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.

(b) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a backflow preventer valve 40 ft (12 m) away.

(c) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12 m).

(4) Indicating control valves installed in a fire-rated room accessible from the exterior

(5) Indicating control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the AHJ

(6) Any other valve type or location as permitted by the AHJ

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby deleted and replaced as follows:

10.4.3.2 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

Appendices

Appendix A is not adopted

Appendix B is adopted in its entirety as amended by the State Fire Marshal.

Appendix BB is adopted in its entirety.

Appendix C is adopted in its entirety as amended by the State Fire Marshal.

Appendix CC is adopted in its entirety.

Appendix D is not adopted.

Appendix E is not adopted.

Appendix F is not adopted.

Appendix G is not adopted.

Appendix H is adopted in its entirety.

Appendix I is not adopted.

Appendix J is not adopted.

Appendix K is not adopted.

Appendix L is not adopted.

Appendix M is not adopted.

Appendix N is not adopted.

Appendix O is not adopted.

Appendix P is not adopted.

Appendix Q is not adopted.

Section 4: Penalties for Violation of Ordinance. It shall be unlawful for any person, firm, partnership, or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance or of the Code hereby adopted. Except for violations deemed to be an infraction, any person, firm, partnership or corporation violating any provision of this Ordinance or of the Code hereby adopted or failing to comply with any of their requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars ($1000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance or the Code hereby adopted is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed

punishable therefore as provided in this Ordinance.

Section 5: Civil Remedies Available. The violation of any of the provisions of this Ordinance or of the Code hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

Section 6: The Council finds that the actions contemplated by this ordinance are exempt from the California Environmental Quality Act (CEQA), under CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty that there is no possibility for the proposed ordinance to have a significant effect on the environment.

Section 7. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance or the Code hereby adopted 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 and the Code hereby adopted shall remain in full force and effect.

Section 8: The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published in the manner prescribed by law.

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Buena Park held on the ____ day of _____, _____, and finally passed at a regular meeting of the City Council of the City of Buena Park held on the ____ day of _____, ____.

_____
City Clerk

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK CALIFORNIA, SETTING FORTH REQUIRED FINDINGS FOR AMENDMENTS TO THE 2025 CALIFORNIA BUILDING STANDARDS CODE BASED ON LOCAL CLIMATIC, TOPOGRAPHIC AND/OR GEOLOGICAL CONDITIONS

A. RECITALS.

WHEREAS, Health and Safety Code Section 17958 provides that the City of Buena Park ("City") shall adopt ordinances and regulations imposing the same or modified or changed requirements as are contained in the California Building Standards Code adopted by the State pursuant to the Health and Safety Code Section; and

WHEREAS, Health and Safety Code Section 17958.5(a) permits the City to make modifications to the Codes comprising the California Building Standards Code ("Codes") provided the City Council makes express findings that such modifications are reasonably necessary because of local climatic, geological, and/or topographic conditions; and

WHEREAS, the City of Buena Park Community Development Department has determined that certain modifications to the Codes are reasonably necessary due to local conditions in the City of Buena Park, in order to more fully protect the public health, safety and welfare, and safeguard life and property within the City of Buena Park.

B. RESOLUTION.

NOW, THEREFORE, the City Council hereby finds and resolves as follows:

Section 1. The facts set forth in the Recitals are true and correct.

Section 2. The local conditions more fully described below, exist within the City of Buena Park, and justify amendments to the 2025 California Building Code, Residential Code and Fire Code identified in Sections 3, 4 and 5 of this Resolution, as adopted by Ordinance Nos. _____ and ___ of the City of Buena Park.

LOCAL CONDITIONS

I. Climatic Conditions

A. Orange County is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene.

B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Natural; slopes of 15 percent or greater generally occur throughout the foothills of Orange County. The elevation change caused by the hills creates the geological foundation on which communities with Orange County is built and will continue to build. With much of the populated flatlands already built upon, future growth will occur on steeper slopes and with greater constraints in terrain.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.

C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

Section 3. Amendments related to life and fire safety and affecting Sections 202, 502.1, 701A.3, 903.2, 903.2.8, 903.3.5.3, Table 1505.1, 1505.1.2, 1505.5, 1505.7, and Chapter 35 Referenced Standards 2022 NFPA 13 9.2.1.7, 9.4.3.1, 16.12.3.3, NFPA 13D 7.1.2, NFPA 14 7.3.1.1, and NFPA 24 6.2.8.1, 6.2.9, 10.1.5, 10.4.1.1, 10.4.1.1.1, 10.4.3.2, of the 2025 California Building Code are justified by and based on those Local Conditions described in Sections I, II, and III above.

Section 4. Amendments related to life and fire safety and affecting Sections R202, R301.9, R309.6, R313.1, R313.2, R313.3.6.2.2, R319.1, R337.1.3, R1001.13, R1001.13.1, R1001.13.2, R1001.13.3; Chapter 44 Referenced Standards Section 8.15.1.2.7, 11.1.1.1, 11.2.3.1.1.1; and 2022 NFPA 13D 7.1.2 of the 2025 California Residential Code are justified by and based on those Local Conditions described in Sections I, II, and III above.

Section 5. Amendments related to life and fire safety and affecting Sections 304.1.2, 305.6, 305.7, 307.6, 307.6.1, 307.6.2, 307.6.2.1, 324,325, 326, 327, 327.1, 327.2, 407.5, 501.1, 510.1, 903.2, 903.2.8, 903.3.5.3, 1205.2, 2808.2, 2808.3, 2808.4, 2808.7, 2808.9, 2808.11, 2808.11.1, 2808.11.2, 2808.12, 2808.13, 2808.14, 2808.15, 2808.16, 4903.3, 5001.5.2,

5003.1.1.1, 5608.2, 5608.3, and Chapter 80 Referenced Standards 2022, NFPA 13 9.2.1.7, 9.4.3.1, 16.12.3.3, NFPA 13D 7.1.2, NFPA 14 7.3.1.1, and NFPA 24 6.2.8.1, 6.2.9, 10.1.5, 10.4.1.1, 10.4.1.1.1, 10.4.3.2, of the 2025 California Fire Code are justified by and based on those Local Conditions identified in Sections I, II, and III above.

Section 6. The City of Buena Park Community Development Department shall file copies of this Resolution and Ordinance Nos. _____ with the California Building Standards Commission as required by Health and Safety Code Section 17958.7.

Section 7. This Resolution shall become effective upon Ordinance Nos. _____ becoming effective.

Section 8. The City Clerk shall certify to the adoption of this Resolution.

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this _____ day of _____ _____.

_____
City Clerk

November 12, 2025
PUBLIC HEARING
Item No. 6B.

City Council Agenda Report

RESOLUTION REVISING THE FEES APPLICABLE TO COMMUNITY SERVICES DEPARTMENT PROGRAMS AND FACILITY RENTALS

PREPARED BY	PRESENTED BY
Mark Sauceda, Community Services Supervisor	Mark Sauceda, Community Services Supervisor
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Jim Box, Director of Community Services	Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution revising the fees and charges for Community Services Department programs and facility rentals.

PREVIOUS CITY COUNCIL ACTION

On June 26, 2018, the City Council adopted a resolution establishing and revising fees for Community Services Department programs and facility rentals following the renovation of Ruth Walp Hall. That action represented the last comprehensive revision to the Community Services fee schedule.

DISCUSSION

The City of Buena Park establishes fees for the use of its recreation facilities and participation in Community Services programs to partially recover the cost of providing these services. These fees have remained unchanged since 2018. During that time, operational and personnel costs have increased and the City has made substantial improvements to its recreation infrastructure.

Recent facility enhancements include the renovation of the William Peak Park Pool, improvements to the Boisseranc Park Pool, and planned renovations to the Community Gardens. In conjunction with these facility upgrades, staff has expanded and enhanced program offerings such as "Dive-in" movies, additional swim lesson sessions, and have developed new partnerships with local school districts.

These investments have improved the quality, safety, and accessibility of recreation facilities and programs for Buena Park residents. To manitain these service levels and continue offering high-quality programs, staff recommends adjusting the fees to better align with the actual cost of service delivery.

The proposed resolution updates the fee changes for Communty Services Department programs and facility rentals as described in Exhibit No. 1. The revised rates are consistent with the City's cost recovery policy and do not exceed the estimated reasonable cost for providing each service or program.

PUBLIC NOTIFICATION

A Notice of Public Hearing was posted at City Hall, the Buena Park Library, and the Ehlers Event Center on October 30, 2025. The Notice was also published in the *Buena Park Independent* on October 31, 2025, as required by law. As of the publication date of this report Cit, they has not yet received any inquiries or comments regarding the proposed action.

BUDGET IMPACT

Staff projects that the fee modification to these Community Services Department programs and facility rentals would result in a projected annual revenue increase of $65,000.

Attachments

CS Fee Schedule Resolution - November 2025.pdf
Att C - Community Services NOVEMBER 2025.pdf

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK REVISING AND ESTABLISHING FEES AND CHARGES FOR COMMUNITY SERVICES DEPARTMENT PROGRAMS AND FACILITY RENTALS.

A. Recitals.

(i) Pursuant to the provisions of the California Constitution, the laws of the State of California, and City ordinances, the City of Buena Park is authorized to adopt and implement rates, fees and charges for certain municipal services, provided the same do not exceed the estimated reasonable cost of providing such services.

(ii) The City Council of the City of Buena Park has heretofore adopted a unified fee schedule establishing various schedules of rates, fees and charges for services provided by the various City departments, including, but not limited to, rates, fees and charges for the processing of applications, issuance of certain kinds of permits and related public services.

(iii) The City Council desires to modify and/or establish rates, fees and charges for certain services and programs provided by the Community Services Department, as set forth herein, and to incorporate the same into the updated unified fee schedule.

(vi) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Buena Park as follows:

1. The City Council hereby finds and determines that, based upon the data, information, analyses, oral and written documentation heretofore presented to this City Council, the rates, fees and charges described in Exhibit No. 1 do not exceed the estimated reasonable cost of providing the service or program to which the rate, fee or charge applies.

2. The rates, fees and charges set forth in Exhibit No. 1 for the Community Services Department are hereby approved and adopted and shall be imposed commencing upon the effective date of this resolution. Said rates, fees and charges shall supersede and replace any prior rates, fees and/or charges for the same service or program previously established by the City Council.

3. All provisions of previously adopted resolutions establishing or revising, or that are otherwise inconsistent with, any of the rates, fees or charges identified in Exhibit No. 1 are hereby repealed.

4. The City Clerk shall certify to the adoption of this Resolution.

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, 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 _____ _____.

_____
City Clerk

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee	Notes

(Reso 12192 adopted 2/24/09; Reso 12317 adopted 12/08/09; Reso 12520 adopted 1/1/11; Reso 12706 adopted 03/13/12; Reso 13418, adopted 04/12/16; Reso 13817, adopted 06/26/2018)

A. FACILITIES

1. Ehlers Event Center
   a. Ruth Walp Hall ~~(Liberty Hall)~~ - Full Room

1)	City Sponsored Group	$48	Per Hour
2)	Non-Profit Group	$80	Per Hour
3)	Private	$135	Per Hour
4)	Private with Beer and Wine	$200	Per Hour
5)	Commercial	$190	Per Hour
6)	Refundable Security Deposit	$500	Per Rental
7)	Refundable Security Deposit (Beer & Wine)	$1,000	Per Rental ~~(Beer & Wine)~~
8)	Kitchen Rental	$53	Per Rental
9)	Stage Fee	$53	Per Rental
10)	Set Up Fee	$132	Per Rental
11)	Clean Up Fee	$132	Per Rental
12)	Staff Hourly Fee	$20	Per Hour

   b. Ruth Walp Hall ~~(Liberty Hall)~~ – Half-room (Stage/Lobby)

1)	City Sponsored Group	$32	Per Hour
2)	Non-Profit Group	$48	Per Hour
3)	Private	$80	Per Hour
4)	Private with Beer and Wine	$120	Per Hour
5)	Commercial	$158	Per Hour
6)	Refundable Security Deposit	$500	Per Rental
7)	Refundable Security Deposit (Beer & Wine)	$1,000	Per Rental ~~(Beer & Wine)~~
8)	Kitchen Rental	$53	Per Rental
9)	Stage Fee	$53	Per Rental
10)	Set Up Fee	$132	Per Rental
11)	Clean Up Fee	$132	Per Rental
12)	Staff Hourly Fee	$20	Per Hour

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee	Notes
c. Veterans Hall		
1) City Sponsored Group	$27	Per Hour
2) Non-Profit Group	$42	Per Hour
3) Private	$69	Per Hour
4) Commercial	$158	Per Hour
5) Refundable Security Deposit	$500	Per Rental
6) Set Up Fee	$65	Per Rental
7) Clean Up Fee	$132	Per Rental
8) Staff Hourly Fee	$20	Per Hour
d. Conference Room C		
1) City Sponsored Group	$11	Per Hour
2) Non-Profit Group	$16	Per Hour
3) Private	$32	Per Hour
4) Commercial	$79	Per Hour
5) Refundable Security Deposit	$100	Per Rental
6) Set Up Fee	$11	Per Rental
7) Staff Hourly Fee	$20	Per Hour
e. Heritage Hall - Full Room		
1) City Sponsored Group	$79	Per Hour
2) Non-Profit Group	$90	Per Hour
3) Private	$158	Per Hour
4) Private with Beer and Wine	$237	Per Hour
5) Commercial	$210	Per Hour
6) Refundable Security Deposit	$500	Per Rental
7) Refundable Security Deposit (Beer & Wine)	$1,000	Per Rental ~~(Beer & Wine)~~
8) Kitchen Rental	$53	Per Rental
9) Audio Visual Fee	$105	Per Rental
10) Stage Fee	$53	Per Rental
11) Set Up Fee	$132	Per Rental

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee	Notes
12) Clean Up Fee	$132	Per Rental
13) Staff Hourly Fee	$20	Per Hour
f. Heritage Hall - Half Room		
1) City Sponsored Group	$53	Per Hour
2) Non-Profit Group	$58	Per Hour
3) Private	$121	Per Hour
4) Private with Beer and Wine	$189	Per Hour
5) Commercial	$142	Per Hour
6) Refundable Security Deposit	$500	Per Rental
7) Refundable Security Deposit (Beer & Wine)	$1,000	Per Rental ~~(Beer & Wine)~~
8) Kitchen Rental	$53	Per Rental
9) Audio Visual Fee	$105	Per Rental
10) Stage Fee	$53	Per Rental
11) Set Up Fee	$132	Per Rental
12) Clean Up Fee	$132	Per Rental
13) Staff Hourly Fee	$20	Per Hour
g. The Plaza		
1) Private	$150	Per Hour
2) Private with Beer and Wine	$210	Per Hour
3) Kitchen Rental	$53	Per Rental
4) Audio Visual Fee	$105	Per Rental
5) Set Up Fee	$132	Per Rental
6) Clean Up Fee	$132	Per Rental
6) Refundable Security Deposit	$500	Per Rental
7) Refundable Security Deposit (Beer & Wine)	$1,000	Per Rental ~~(Beer & Wine)~~
8) Staff Hourly	$20	Per Hour

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee	Notes
h. Event Package (Heritage Hall & The Plaza)		
1) Private	$252	Per Hour
2) Private with Beer and Wine	$326	Per Hour
3) Set Up Fee	$185	Per Rental
4) Clean Up Fee	$185	Per Rental
6) Refundable Security Deposit	$500	Per Rental
7) Refundable Security Deposit (Beer/Wine)	$1,000	Per Rental
8) Staff Hourly	$20	Per Hour
i. Event Package (Heritage Hall, The Plaza & Veterans Hall)		
1) Private	$294	Per Hour
2) Private with Beer and Wine	$378	Per Hour
3) Set Up Fee	$252	Per Rental
4) Clean Up Fee	$252	Per Rental
5) Refundable Security Deposit	$500	Per Rental
6) Refundable Security Deposit (Beer/Wine)	$1,000	Per Rental
7) Staff Hourly	$20	Per Hour
2. Community Center		
a. Ballroom – Full Room		
1) Private	$147	Per Hour
2) Private with Beer and Wine	$210	Per Hour
3) Kitchen Rental	$53	Per Rental
4) Audio Visual Fee	$105	Per Rental
5) Dance Floor Fee	$53	Per Rental
6) Set Up Fee	$132	Per Rental
7) Clean Up Fee	$132	Per Rental
8) Refundable Security Deposit	$500	Per Rental
9) Refundable Security Deposit (Beer & Wine)	$1,000	Per Rental ~~(Beer & Wine)~~
10) Staff Hourly	$20	Per Hour

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee	Notes
b. Ballroom – Two-thirds Capacity		
1) Private	$116	Per Hour
2) Private with Beer and Wine	$168	Per Hour
3) Kitchen Rental	$53	Per Rental
4) Audio Visual Fee	$105	Per Rental
5) Dance Floor Fee	$53	Per Rental
6) Set Up Fee	$132	Per Rental
7) Clean Up Fee	$132	Per Rental
8) Refundable Security Deposit	$500	Per Rental
9) Refundable Security Deposit (Beer & Wine)	$1,000	Per Rental ~~(Beer & Wine)~~
10) Staff Hourly	$20	Per Hour
c. Ballroom – One-thirds Capacity		
1) Private	$95	Per Hour
2) Private with Beer and Wine	$147	Per Hour
3) Kitchen Rental	$53	Per Rental
4) Audio Visual Fee	$105	Per Rental
5) Dance Floor Fee	$53	Per Rental
6) Set Up Fee	$69	Per Rental
7) Clean Up Fee	$69	Per Rental
8) Refundable Security Deposit	$500	Per Rental
9) Refundable Security Deposit (Beer & Wine)	$1,000	Per Rental ~~(Beer & Wine)~~
10) Staff Hourly	$20	Per Hour

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee	Notes
d. Mayor's Garden		
1) Private	$95	Per Hour
2) Private with Beer and Wine	$147	Per Hour
3) Kitchen Rental	$53	Per Rental
4) Audio Visual Fee	$105	Per Rental
5) Set Up Fee	$69	Per Rental
6) Clean Up Fee	$69	Per Rental
7) Refundable Security Deposit	$100	Per Rental
8) Refundable Security Deposit(Beer & Wine)	$500	Per Rental ~~(Beer & Wine)~~
9) Staff Hourly	$20	Per Hour
e. Orchid Room		
1) Private	$53	Per Hour
2) Private with Beer and Wine	$90	Per Hour
3) Set Up Fee	$69	Per Rental
4) Clean Up Fee	$69	Per Rental
6) Refundable Security Deposit	$100	Per Rental
7) Refundable Security Deposit(Beer & Wine)	$500	Per Rental ~~(Beer & Wine)~~
8) Staff Hourly	$20	Per Hour
f. Tulip Room, Carnation Room, Iris Room, or Lily Room		
1) Private	$42	Per Hour
2) Set Up Fee	$27	Per Rental
3) Clean Up Fee	$27	Per Rental
4) Refundable Security Deposit	$100	Per Rental
5) Staff Hourly	$20	Per Hour

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee	Notes
g. Event Package (Full Ballroom, Mayor's Garden & Orchid Room)		
1) Private	$252	Per Hour
2) Private with Beer and Wine	$368	Per Hour
3) Set Up Fee	$210	Per Rental
4) Clean Up Fee	$210	Per Rental
5) Refundable Security Deposit	$500	Per Rental
6) Refundable Security Deposit	$1,000	Per Rental (Beer & Wine)
7) Staff Hourly Fee	$20	Per Hour

*20% discount hourly rate for Buena Park residents Monday through Thursday. Non-profit groups receive discount of hourly room rate if booking less than 60-days from date of event.

**Beer and Wine is NOT permitted if the event is focused on a minor.

3. Park Clubhouses		
a. Boisseranc Park		
1) City Sponsored Group	$9	Per Hour
2) Non-Profit Group	$16	Per Hour
3) Private	$21	Per Hour
4) Commercial	$53	Per Hour
5) Refundable Security Deposit	$50	Per Rental
6) Set Up Fee	$21	Per Rental
b. Peak Park, Brenner Park		
1) City Sponsored Group	$9	Per Hour
2) Non-Profit Group	$13	Per Hour
3) Private	$19	Per Hour
4) Commercial	$53	Per Hour
5) Refundable Security Deposit	$50	Per Rental
6) Set Up Fee	$21	Per Rental

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee		Notes
4. Pools			
a. Municipal/Boisseranc (Open Recreation Swim)			
1) Child	$2.00	Per Session	Change $1.00 to $2.00
2) Adult	$3.00	Per Session	Change $1.50 to $3.00
3) Ticket Book	$13	Per Book ($10 value)	Change $8 to $13
b. Swim Lessons (Per Lesson)			
1) Child 6 yrs. to Adult	$50	Per Session (9 Classes)	Change $42 to $50
2) Parent & Me	$50	Per Session (9 Classes)	Change $42 to $50
3) Tiny Tot Class	$50	Per Session (9 Classes)	Change $42 to $50
c. Swim Lessons (Private)	$160	Per Session (9 Classes)	Change $137 to $160
d. Pool Rental			
1) Boisseranc Park			
a. City-Assisted Group	$42	Per Hour	
b. Non-Profit Group	$48	Per Hour	
c. Private	$80	Per Hour	Change $53 to $80
d. Commercial	$69	Per Hour	
2) Municipal			
a. City-Sponsored Group	$58	Per Hour	
b. Non-Profit Group	$63	Per Hour	
c. Private	$100	Per Hour	Change $70 to $100
d. Commercial	$100	Per Hour	

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee	Notes
B. MISCELLANEOUS		
1. Adult Softball		
a. 10-week Session	$390	Per Team
b. 5-week Session	$195	Per Team
2. Field Rentals		
a. Ball Field Rentals		
1) City-Assisted	$19	Per Hour
2) Non-Profit	$28	Per Hour
3) Private	$36	Per Hour
4) Commercial	$53	Per Hour
5) Staff Fee	$20	Per Hour
b. Ball Field Rentals with Lights		
1) City-Assisted	$28	Per Hour
2) Non-Profit Group	$36	Per Hour
3) Private	$51	Per Hour
4) Commercial	$74	Per Hour
5) Staff Fee	$20	Per Hour
c. Field Preparation		
1) City-Assisted	$21	Per Field
2) Non-Profit Group	$21	Per Field
3) Private	$29	Per Field
4) Commercial	$29	Per Field

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee		Notes
3. Basketball Court Rentals			
a. Boisseranc Basketball Court with Lights			
1) City-Assisted	$16	Per Hour	
2) Non-Profit	$16	Per Hour	
3) Private	$30	Per Hour	
4) Commercial	$30	Per Hour	
b. Brenner Basketball Court with Lights			
1) City-Assisted	$19	Per Hour	
2) Non-Profit	$19	Per Hour	
3) Private	$32	Per Hour	
4) Commercial	$32	Per Hour	
c. Larwin Basketball Court with Lights			
1) City Assisted	$13	Per Hour	
2) Non-Profit	$13	Per Hour	
3) Private	$19	Per Hour	
4) Commercial	$19	Per Hour	
4. Sports Programs			
a. Flag Football			
1) Clinic	$40	Per Child	Change $30 to $40
2) A, B, C Divisions	$50	Per Child	Change $40 to $50
b. P-Nut Baseball			
1) Clinic	$40	Per Child	Change $30 to $40
2) P-Nut/Sr. Minor/Sr. Major/Major/Teen	$50	Per Child	Change $40 to $50

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee		Notes
c. Youth soccer			
1) Clinic	$40	Per Child	Change $30 to $40
2) A, B, C Divisions	$50	Per Child	Change $40 to $50
d. Youth Basketball			
1) Clinic	$40	Per Child	Change $30 to $40
2) A, B, C Divisions	$50	Per Child	Change $40 to $50
~~5. Community Theatre Tickets~~			
~~a. Children (12 & under)~~	~~$12~~	~~Per Ticket~~	Remove
~~b. Seniors~~	~~$14~~	~~Per Ticket~~	Remove
~~c. Adult~~	~~$16~~	~~Per Ticket~~	Remove
6. Children's Theatre Tickets			
a. Children (12 & under) /Senior	$12	Per Ticket	Change $9 to $12
b. Adult	$12	Per Ticket	Change $9 to $12
c. Participation Fee	$95	Per Child	
~~7. Autumn Nights and Jazz Concert Tickets~~	~~$21~~	~~Per Ticket~~	Remove
8. Special Events			
a. Candy Caneland Craft Vendors	$35	Per Booth	
b. Candy Caneland Food/Game Vendor	$20	Per Booth	
c. Santa Visits	$25	Per 15 min. visit	

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee		Notes
9. Picnic Shelter Rentals			
a. Bellis East Shelter, Bellis West Shelter, Peak East Shelter, Larwin Shelter			
1) City Sponsored	$200	Per Day	Change $160 to $200
2) Non-Profit	$200	Per Day	Change $160 to $200
3) Private	$200	Per Day	Change $160 to $200
4) Commercial	$200	Per Day	Change $160 to $200
b. Peak West Shelter, Boisseranc East Shelter, Boisseranc West Shelter, ~~San Marino~~ Heroes Shelter and ~~Smith Murphy~~ Friendship Shelter			
1) City Sponsored	$180	Per Day	Change $135 to $180
2) Non-profit	$180	Per Day	Change $135 to $180
3) Private	$180	Per Day	Change $135 to $180
4) Commercial	$180	Per Day	Change $135 to $180
10. Senior Center			
a. ~~Weekly~~ Dances	$6	Per Person	
b. Bingo	$0.25	Per Card	
11. Community Gardens			
a. Small Plot	$60	Per Plot	Change $40* to $60
b. Medium Plot	$80	Per Plot	Change $60* to $80
c. Large Plot	$100	Per Plot	Change $78* to $100
12. Gymnasium Rentals (Reso. 12135, adopted 10/28/08)			
a. Open Gym			
1) Child	$2	Per Session	Change $1 to $2
2) Adult	$3	Per Session	Change $2 to $3
b. Sports Classes – City-run			
1) 6-week class, once per week	$27	Per Session (6 classes x 1 hr ea)	
2) 4-week class, twice per week	$37	Per Session (8 classes x 1 hr ea)	

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee	Notes
c. Sports Camps		
1) 1-week camp, five days per week	$74	Per Session (5 classes x 4 hrs ea)
2) 1-week camp, five days per week	$37	Per Session (5 classes x 2 hrs ea)
d. Adult Basketball - 5 on 5		
1) 10-week season	$370	Per team + $30 officials fee paid at game
2) 5-week season	$185	Per team + $30 officials fee paid at game
e. Adult Basketball - 3 on 3		
1) 8-week season	$210	Per team (no officials)
2) 4-week season	$105	Per team (no officials)
f. Adult Volleyball		
1) 10-week season	$315	Per team + $15 officials fee paid at game
2) 5-week season	$160	Per team + $15 officials fee paid at game
g. Rentals		
1) Full court		
(a) City-Assisted	$21	Per hour
(b) Non-Profit	$32	Per hour
(c) Private	$42	Per hour
(d) Commercial	$79	Per hour
(e) Staff Fee	$20	Per hour
2) Half court		
(a) City-Assisted	$11	Per Hour
(b) Non-Profit	$21	Per Hour
(c) Private	$27	Per Hour
(d) Commercial	$42	Per Hour
(e) Staff Fee	$20	Per Hour

CITY OF BUENA PARK
FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee	Notes
13. Contract Class Administrative Fee	$2	Per Registration
14. Active Software Fee	5% increase	Per Contract Class

November 12, 2025
STUDY SESSION
Item No. 9A.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION ON PROPOSED ENERGY CONSERVATION MEASURES (ECMS) FOR CITY FACILITIES

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

PURPOSE

The City partnered with NORESCO, LLC and NV5 Consultants, Inc. to complete an Investment Grade Audit (IGA) identifying feasible energy conservation and efficiency improvements for City facilities. The project is approximately 75% complete, and this report provides the City Council an opportunity to review the findings and direct staff on which Energy Conservation Measures (ECMs) should proceed to the final design and financing stage.

BACKGROUND

In August 2024, the City approved an agreement with NORESCO to conduct an IGA under the Energy Services Agreement framework authorized by California Government Code §4217. NV5 serves as the City's independent technical advisor to ensure accuracy, oversight, and owner representation throughout the process.

The IGA includes three phases:

1. 50% IGA: Preliminary assessments and ECM identification
2. 90% IGA: Detailed engineering, financial modeling, and design development
3. Final IGA: Guaranteed savings and Guaranteed Maximum Price (GMP) establishment

The City Council previously authorized NORESCO to proceed to the 90% IGA phase in May 2025.

DISCUSSION

Over the course of the 90% IGA Phase, NORESCO and NV5 have collaborated with City staff to refine, validate, and prioritize ECMs based on feasibility, cost-effectiveness, operational benefits, and alignment with the City's sustainability goals. Key activities completed during this phase include:

- Detailed engineering and savings analyses for each ECM
- Updated cost estimates based on current market data and subcontractor quotes
- Evaluation of applicable incentives and funding opportunities (e.g., utility rebates, state and federal grants, and the Microgrid Incentive Program)
- Lifecycle cost and return-on-investment analyses to identify financially viable measures
- Refinement of project phasing and implementation options based on staff feedback and facility needs

FEASIBLE ENERGY CONSERVATION MEASURES (ECMs)

The following ECM categories were identified based on feasibility, cost-effectiveness, and alignment with the City's sustainability goals:

- **Lighting Upgrades:** LED retrofits at City facilities and exterior areas
- **HVAC Optimization:** Replacement of aging systems with high-efficiency units and controls
- **EV Infrastructure:** Charging equipment to support City fleet electrification
- **Solar Photovoltaic (PV) Systems:** Reduce electrical consumption and costs
- **Window Film Installation:** Improve occupant comfort and building energy performance

Evaluated Sites: City Hall, City Yard, Police Department, Community Center, Ehlers Event Center, William Peak Park, Boisseranc Park, Brenner Park, and San Antonio Park

Each measure has been analyzed for annual energy savings (kWh / therms / water) and considers the following criteria:

- Cost savings ($)
- Implementation cost
- Simple payback / Net present value (NPV)
- Available incentives and rebates

A summary of each ECM scenario, including EntelliChoice model outputs, is provided in Attachment 1.

FINANCIAL SCENARIOS

City staff, NORESCO, and NV5 evaluated multiple ECM combinations to determine cash-neutral options over a 20-year period. Each scenario includes available incentives and federal tax benefits.

Scenario	Description	City Contribution	Total Cost	Cash Flow Result (20-Year Term)
Scenario 1	All ECMs (Comprehensive Package)	$4.0 M	$11.5 M	Cash-neutral
Scenario 2	All ECMs excluding Solar	$3.2 M	$7.1 M	Cash-neutral
Scenario 3	Three Solar Sites (PD, City Hall, Ehlers) + Lighting + Window Film	$2.0 M	$8.3 M	Cash-neutral
Scenario 4	Solar at Ehlers only + Lighting + Window Film	$1.4 M	$5.9 M	Cash-neutral

Scenario 5	Fleet Chargers (City Hall/PD) + Solar at Ehlers + Lighting + Window Film	$1.5 M	$6.4 M	Cash-neutral

SAFE HARBOR AND INCENTIVE ELIGIBILITY

The proposed **solar PV systems** (approx. **499 kW-DC**) qualify for federal **Investment Tax Credit (ITC)** benefits under **IRS Notice 2025-42**.
To maintain eligibility, the City must meet the **5% Safe Harbor** spending threshold by **July 2026**.

Key Milestones:

- **Q4 2025:** Engage Tax and Assurance Firm; confirm project eligibility for federal adders
- **Q1 2026:** Finalize IGA and execute Construction Contract
- **Q2 2026:** Complete engineered plans, interconnection applications, and 5% cost expenditure
- **Q3 2026 (July 4):** Deadline to meet Safe Harbor threshold

Staff will also pursue EV charger rebates and Low-Income Community Adders to further improve project economics.

Earlier this year, the City Council gave direction to staff to pursue a grant called the Microgrid Incentive Program (MIP) which allows applicants to apply for funding to design and build a microgrid that contains solar and battery systems that provide resiliency through clean energy. The City is currently working on the application which will designate Civic Center as the microgrid. This direction corresponds with the recently adopted Buena Park Climate Action and Adaptation Plan (CAAP), Section M3, which calls for enhanced renewable energy generation to minimize carbon emissions while offering backup generation sources. The CAAP also identifies goals to include solar systems across other city-owned facilities as well as increased Electric Vehicle (EV) charging stations (Section M1), and implement energy efficient retrofits of existing buildings (Section M3).

After internal staff discussions between several departments, staff believes Option 5 (described above) might be a good alternative. This option adds solar improvements at Ehler's Event Center and allows the City to continue pursuing the MIP funding, which could result in solar improvements of approximately $15M at the Civic Center. This option also allows the City to enhance its fleet EV charging systems at locations that are most likely to be utilized in the near future and allows us to purchase additional EV vehicles over the new few years with adequate fleet charging stations. This option also includes lighting upgrades and window film upgrades across all our facilities which will result in reduced electricity consumption as outlined in Section M3 of the CAP.

NEXT STEPS

Pending City Council direction, staff will:

1. Identify preferred ECM scenario(s) for the Final IGA
2. Complete the Final IGA with guaranteed savings and GMP
3. Execute the **Energy Services Agreement** and **Design-Build Contract** with NORESCO
4. Begin construction and commissioning of selected ECMs — **target completion: July 2026**

Attachments

75% IGA Phase Project Scenarios 1-5_103025.pdf

Scenario 1 Project Impact Worksheet

Buena Park priorities

Cash Flow	Sustainability	Risk Mitigation	Measure	75% ROM Pricing	Incentives & Rebates*	Yrs Net Simple Payback	% of Project Guaranteed Savings	Metric Tons of CO2 Avoided	Benefits to City & Community
🟢	🟢	🟢	Int & Ext LED Retrofits City Hall, Police Dept, City Yard, Comm Ctr, Ehlers. Boisseranc, Brenner, Peak & Bellis Parks	$1,826,100	$113,189	14	51.3%	162	• Savings, Reduced energy consumption • Reduced maintenance
🔴	🟢	🟡	Athletic Field Lighting LED Retrofits Boisseranc, San Antonio, Peak & Bellis Parks	$1,862,587	$18,495	110	6.8%	28	• Out of Warranty Replacements • Reduced maintenance
🔴	🟢	🟢	HVAC Replacements City Hall, Police Dept, City Yard, Ehlers Event Ctr	$1,369,502	$21,437	100	5.5%	40	• Replacement of obsolete & aged units • Reduced maintenance, higher-efficiency
🟡	🟢	🟡	HVAC Controls City Yard, Comm Ctr, Ehlers Event Ctr. Boisseranc & Peak Parks	$323,233	$1,891	27	4.9%	6	• Energy conservation • Improved occupant comfort
🔴	🟢	🟡	Level 3 Fleet EV Charger City Hall	$291,095	$19,891	289	0.4%	6	• Compliance with CARB mandates • Reduced fleet fuel costs
🟢	🟢	🟡	Level 2 Fleet EV Chargers City Hall, Police Dept, City Yard, Ehlers Event Ctr	$691,284	$19,073	14	19.1%	106	• Compliance with CARB mandates • Rapid Fleet EV charging
🟡	🟢	🟢	Level 2 Public EV Chargers Ehlers Event Ctr	$329,560	$48,450	21	5.4%	0	• Expands community access • Reduces emissions
🟢	🟡	🔴	Window Film City Hall, City Yard, Comm Ctr, Ehlers Event Ctr, Peak Park	$366,942	$26,876	21	6.6%	40	• Occupant comfort, Savings • Secures maximum SoCalREN incentive
			Totals	$7,060,303	$269,301	28	100%	388	

🟢 Exceeds Objective 🟡 Somewhat Meets Objective 🔴 Does Not Meet Objective

* Incentives & Rebates are estimates and are not guaranteed by NORESCO

Scenario 1 Financed Energy Savings Project Cash Flow

Year	Utility Savings	O&M Savings	Guaranteed Total Savings	Repayment of Financing	M&V Service	O&M Service*	Total Cost	Net Cash Flow
0	$134,329	$7,333	$116,312	$116,312	$0	$0	$116,312	$0
1	$238,576	$30,619	$244,240	$491,764	$8,473	$22,656	$522,893	-$278,653
2	$245,742	$31,614	$266,701	$513,291	$8,727	$23,336	$545,354	-$278,653
3	$253,124	$32,642	$274,791	$520,419	$8,989	$24,036	$553,444	-$278,653
4	$260,728	$33,702	$283,125	$527,763	$9,258	$24,757	$561,778	-$278,653
5	$268,560	$34,798	$291,713	$535,331	$9,536	$25,500	$570,367	-$278,653
6	$276,627	$35,929	$300,562	$543,128	$9,822	$26,265	$579,215	-$278,653
7	$284,937	$37,096	$309,678	$551,162	$10,117	$27,053	$588,332	-$278,653
8	$293,496	$38,302	$319,072	$559,441	$10,420	$27,864	$597,725	-$278,653
9	$302,312	$39,547	$328,751	$567,971	$10,733	$28,700	$607,404	-$278,653
10	$311,394	$40,832	$338,724	$576,761	$11,055	$29,561	$617,377	-$278,653
11	$320,748	$42,159	$349,000	$616,266	$11,387	$0	$627,653	-$278,653
12	$330,383	$43,529	$359,587	$626,512	$11,728	$0	$638,240	-$278,653
13	$340,308	$44,944	$370,496	$637,070	$12,080	$0	$649,150	-$278,653
14	$350,531	$46,405	$381,737	$647,948	$12,443	$0	$660,390	-$278,653
15	$361,061	$47,913	$393,319	$659,156	$12,816	$0	$671,972	-$278,653
16	$371,907	$49,470	$405,251	$670,704	$13,200	$0	$683,905	-$278,653
17	$383,080	$51,078	$417,548	$682,605	$13,596	$0	$696,201	-$278,653
18	$394,588	$52,738	$430,217	$694,866	$14,004	$0	$708,870	-$278,653
19	$406,442	$54,452	$443,271	$707,500	$14,424	$0	$721,924	-$278,653
20	$418,652	$56,221	$456,720	$720,517	$14,857	$0	$735,374	-$278,653
Totals	$6,547,525	$851,323	$7,080,814	$12,166,487	$227,668	$259,726	$12,653,881	-$5,573,066

Project Turnkey Price:	**$**	**7,060,303**
Savings During Construction:	**- $**	**116,312**
City's Capital Contribution (Avoided Cost):	**- $**	**-**
Utility Incentives & Rebates*:	**- $**	**269,301**
Other Cost:	**+ $**	**-**
Capitalized Construction Interest:	**+ $**	**518,732**
Total Lease Balance when Repayment Commences:	**$**	**7,193,421**
Finance Rate:		**5.000%**
Effective Savings Escalation Rate:		**3.03%**
NPV of Cash Flow:		**($3,307,273)**
IRR:		**-0.32%**

A City contribution of $3.2mil makes this scenario cash neutral over a 20-Year financing term

* Incentives & Rebates are estimates and are not guaranteed by NORESCO EV Charger station O&M bundled into ECM total cost Includes 10 years of O&M and 10 years of Network costs. Costs do not include replacement of the charger after end of 10-year coverage

Scenario 2 Project Impact Worksheet

Buena Park priorities

Cash Flow	Sustainability	Risk Mitigation	Measure	75% ROM Pricing	Incentives & Rebates*	Yrs Net Simple Payback	% of Project Guaranteed Savings	Metric Tons of CO2 Avoided	Benefits to City & Community
🟢	🟢	🟢	Int & Ext LED Retrofits City Hall, Police Dept, City Yard, Comm Ctr, Ehlers. Boisseranc, Brenner, Peak & Bellis Parks	$1,598,914	$113,189	12	30.9%	162	• Savings, Reduced energy consumption • Reduced maintenance
🔴	🟢	🟡	Athletic Field Lighting LED Retrofits Boisseranc, San Antonio, Peak & Bellis Parks	$1,630,684	$18,495	96	4.1%	28	• Out of Warranty Replacements • Reduced maintenance
🔴	🟢	🟢	HVAC Replacements City Hall, Police Dept, City Yard, Ehlers Event Ctr	$1,193,893	$21,437	87	3.3%	40	• Replacement of obsolete & aged units • Reduced maintenance, higher-efficiency
🟡	🟢	🟡	HVAC Controls City Yard, Comm Ctr, Ehlers Event Ctr. Boisseranc & Peak Parks	$265,231	$1,891	22	2.9%	6	• Energy conservation • Improved occupant comfort
🟢	🟢	🟡	Level 2 Fleet EV Chargers City Hall, Police Dept, City Yard, Ehlers Event Ctr	$591,234	$19,073	12	11.5%	106	• Compliance with CARB mandates • Rapid Fleet EV charging
🔴	🟢	🟡	Level 3 Fleet EV Charger City Hall	$236,765	$19,891	231	0.2%	3	• Compliance with CARB mandates • Reduced fleet fuel costs
🔴	🟢	🟢	Level 2 Public EV Chargers Ehlers Event Ctr	$270,835	$48,450	17	3.2%	0	• Expands community access • Reduces emissions
🟡	🟢	🟢	Solar PV Roof & Carport System, TPO Roof Replacement Police Dept	$1,864,045	$512,820	25	13.5%	234	• Savings over decades of output • Enhanced output with roof reflectivity
🟡	🟢	🟢	Solar PV Carport Systems City Hall	$1,058,271	$423,308	19	8.4%	127	• Savings over decades of output • Shaded parking
🟡	🟢	🟢	Solar PV Carport & Battery System Ehlers Event Ctr	$2,471,407	$988,563	20	17.9%	209	• Power and energy savings • Provides for a level of resiliency
🟢	🟡	🔴	Window Film City Hall, City Yard, Comm Ctr, Ehlers Event Ctr, Peak Park	$303,944	$26,876	17	4.0%	40	• Occupant comfort, Savings • Secures maximum SoCalREN incentive
			Totals	**$11,485,223**	**$2,193,992**	**23**	**100%**	**958**	

🟢 Exceeds Objective 🟡 Somewhat Meets Objective 🔴 Does Not Meet Objective

* Incentives & Rebates are estimates and are not guaranteed by NORESCO.

Scenario 2 Financed Energy Savings Project Cash Flow

Year	Utility Savings	O&M Savings	Guaranteed Total Savings	Repayment of Financing	M&V Service	O&M Service*	Total Cost	Net Cash Flow
0	$151,365	$7,333	$129,941	$129,941	$0	$0	$129,941	$0
1	$2,445,044	$30,619	$2,330,543	$2,631,200	$15,217	$35,564	$2,681,981	-$351,438
2	$431,635	$31,614	$418,113	$717,246	$15,674	$36,631	$769,550	-$351,438
3	$444,593	$32,642	$430,744	$728,308	$16,144	$37,730	$782,181	-$351,438
4	$457,941	$33,702	$443,756	$739,704	$16,628	$38,861	$795,194	-$351,438
5	$471,689	$34,798	$457,162	$751,446	$17,127	$40,027	$808,600	-$351,438
6	$485,851	$35,929	$470,974	$763,543	$17,641	$41,228	$822,412	-$351,438
7	$500,437	$37,096	$485,202	$776,005	$18,170	$42,465	$836,640	-$351,438
8	$515,461	$38,302	$499,861	$788,845	$18,715	$43,739	$851,299	-$351,438
9	$530,937	$39,547	$514,963	$802,074	$19,277	$45,051	$866,401	-$351,438
10	$546,877	$40,832	$530,522	$815,702	$19,855	$46,403	$881,959	-$351,438
11	$563,295	$42,159	$546,550	$860,190	$20,450	$17,347	$897,988	-$351,438
12	$580,207	$43,529	$563,063	$875,570	$21,064	$17,867	$914,501	-$351,438
13	$597,627	$44,944	$580,077	$891,415	$21,696	$18,403	$931,515	-$351,438
14	$615,569	$46,405	$597,603	$907,739	$22,347	$18,955	$949,041	-$351,438
15	$634,050	$47,913	$615,660	$924,557	$23,017	$19,524	$967,098	-$351,438
16	$653,086	$49,470	$634,262	$941,883	$23,708	$20,110	$985,700	-$351,438
17	$672,694	$51,078	$653,428	$959,734	$24,419	$20,713	$1,004,866	-$351,438
18	$692,891	$52,738	$673,173	$978,125	$25,152	$21,334	$1,024,611	-$351,438
19	$713,694	$54,452	$693,514	$997,072	$25,906	$21,974	$1,044,952	-$351,438
20	$735,121	$56,221	$714,470	$1,016,591	$26,683	$22,634	$1,065,908	-$351,438
Totals	$13,440,064	$851,323	$12,983,579	$18,996,890	$408,889	$606,559	$20,012,337	-$7,028,757

Project Turnkey Price:	**$**	**11,485,223**
Savings During Construction:	**- $**	**129,941**
City's Capital Contribution (Avoided Cost):	**- $**	**-**
Utility Incentives & Rebates*:	**- $**	**269,301**
Other Cost:	**+ $**	**-**
Capitalized Construction Interest:	**+ $**	**861,560**
Total Lease Balance when Repayment Commences:	**$**	**11,947,541**
Finance Rate:		**5.000%**
Effective Savings Escalation Rate:		**-5.83%**
NPV of Cash Flow:		**($4,171,136)**
IRR:		**1.00%**

***Solar Direct Pay Tax Credit ($1.9mil) Paid in Yr 1**

A City contribution of $4mil makes this scenario cash neutral over a 20-Year financing term

* Incentives & Rebates are estimates and are not guaranteed by NORESCO EV Charger station O&M bundled into ECM total cost Includes 10 years of O&M and 10 years of Network costs. Costs do not include replacement of the charger after end of 10-year coverage

Scenario 3 Project Impact Worksheet

Buena Park priorities

Cash Flow	Sustainability	Risk Mitigation	Measure	75% ROM Pricing	Incentives & Rebates*	Yrs Net Simple Payback	% of Project Guaranteed Savings	Metric Tons of CO2 Avoided	Benefits to City & Community
●	●	●	Int & Ext LED Retrofits City Hall, Police Dept, City Yard, Comm Ctr, Ehlers. Boisseranc, Brenner, Peak & Bellis Parks	$1,808,408	$113,189	14	41.3%	162	• Savings, Reduced energy consumption • Reduced maintenance
●	●	●	Solar PV Roof & Carport System, TPO Roof Replacement Police Dept	$2,148,376	$512,820	30	18.1%	234	• Savings over decades of output • Enhanced output with roof reflectivity
●	●	●	Solar PV Carport Systems City Hall	$1,176,912	$423,308	22	11.3%	127	• Savings over decades of output • Shaded parking
●	●	●	Solar PV Carport & Battery System Ehlers Event Ctr	$2,742,853	$988,563	24	24.0%	209	• Power and energy savings • Provides for a level of resiliency
●	●	●	Window Film City Hall, City Yard, Comm Ctr, Ehlers Event Ctr, Peak Park	$425,296	$26,876	25	5.3%	40	• Occupant comfort, Savings • Secures maximum SoCalREN incentive
			Totals	$8,301,845	$2,064,755	21	100%	772	

● Exceeds Objective ● Somewhat Meets Objective ● Does Not Meet Objective

* Incentives & Rebates are estimates and are not guaranteed by NORESCO.

Scenario 3 Financed Energy Savings Project Cash Flow

Year	Utility Savings	O&M Savings	Guaranteed Total Savings	Repayment of Financing	M&V Service	O&M Service*	Total Cost	Net Cash Flow
0	$114,440	$7,333	$107,578	$107,578	$0	$0	$107,578	$0
1	$2,576,755	$11,041	$2,441,180	$2,598,706	$12,036	$12,904	$2,623,647	-$182,466
2	$335,781	$11,400	$312,080	$468,858	$12,398	$13,292	$494,547	-$182,466
3	$345,854	$11,770	$321,471	$477,477	$12,769	$13,690	$503,937	-$182,466
4	$356,230	$12,153	$331,145	$486,358	$13,153	$14,101	$513,611	-$182,466
5	$366,917	$12,548	$341,110	$495,505	$13,547	$14,524	$523,576	-$182,466
6	$377,924	$12,956	$351,374	$504,927	$13,954	$14,960	$533,841	-$182,466
7	$389,262	$13,377	$361,948	$514,634	$14,372	$15,409	$544,414	-$182,466
8	$400,940	$13,811	$372,839	$524,631	$14,803	$15,871	$555,306	-$182,466
9	$412,968	$14,260	$384,059	$534,931	$15,247	$16,347	$566,525	-$182,466
10	$425,357	$14,724	$395,617	$545,541	$15,705	$16,837	$578,083	-$182,466
11	$438,118	$15,202	$407,522	$556,470	$16,176	$17,343	$589,988	-$182,466
12	$451,261	$15,696	$419,785	$567,727	$16,661	$17,863	$602,251	-$182,466
13	$464,799	$16,207	$432,419	$579,325	$17,161	$18,399	$614,885	-$182,466
14	$478,743	$16,733	$445,431	$591,271	$17,676	$18,951	$627,898	-$182,466
15	$493,105	$17,277	$458,836	$603,577	$18,206	$19,519	$641,302	-$182,466
16	$507,899	$17,839	$472,645	$616,255	$18,752	$20,105	$655,112	-$182,466
17	$523,136	$18,418	$486,869	$629,312	$19,315	$20,708	$669,335	-$182,466
18	$538,830	$19,017	$501,521	$642,764	$19,894	$21,329	$683,987	-$182,466
19	$554,995	$19,635	$516,614	$656,620	$20,491	$21,969	$699,081	-$182,466
20	$571,644	$20,273	$532,161	$670,893	$21,106	$22,628	$714,627	-$182,466
Totals	$11,124,958	$311,670	$10,394,202	$13,373,360	$323,424	$346,747	$14,043,531	-$3,649,329

Project Turnkey Price:	**$**	**8,301,845**
Savings During Construction:	**- $**	**107,578**
City's Capital Contribution (Avoided Cost):	**- $**	**-**
Utility Incentives & Rebates*:	**- $**	**140,064**
Other Cost:	**+ $**	**-**
Capitalized Construction Interest:	**+ $**	**625,942**
Total Lease Balance when Repayment Commences:	**$**	**8,680,145**
Finance Rate:		**5.000%**
Effective Savings Escalation Rate:		**-7.47%**
NPV of Cash Flow:		**($2,165,652)**
IRR:		**2.25%**

***Solar Direct Pay Tax Credit ($1.9mil) Paid in Year 1**

A City contribution of $2mil makes this scenario cash neutral over a 20-Year financing term

* Incentives & Rebates are estimates and are not guaranteed by NORESCO EV Charger station O&M bundled into ECM total cost Includes 10 years of O&M and 10 years of Network costs. Costs do not include replacement of the charger after end of 10-year coverage

Scenario 4 Project Impact Worksheet

	Cash Flow	Sustainability	Risk Mitigation	Measure	75% ROM Pricing	Incentives & Rebates*	Yrs Net Simple Payback	% of Project Guaranteed Savings	Metric Tons of CO2 Avoided	Benefits to City & Community
Buena Park priorities	●	●	●	Int & Ext LED Retrofits City Hall, Police Dept, City Yard, Comm Ctr, Ehlers. Boisseranc, Brenner, Peak & Bellis Parks	$2,144,053	$113,189	16	58.5%	162	• Savings, Reduced energy consumption • Reduced maintenance
	●	●	●	Solar PV Carport & Battery System Ehlers Event Ctr	$3,198,985	$1,279,594	26	34.0%	209	• Power and energy savings • Provides for a level of resiliency
	●	●	●	Window Film City Hall, City Yard, Comm Ctr, Ehlers Event Ctr, Peak Park	$589,741	$26,876	35	7.5%	40	• Occupant comfort, Savings • Secures maximum SoCalREN incentive
				Totals	$5,932,779	$1,419,658	21	100%	411	

● Exceeds Objective ● Somewhat Meets Objective ● Does Not Meet Objective

* Incentives & Rebates are estimates and are not guaranteed by NORESCO.

Scenario 4 Financed Energy Savings Project Cash Flow

Year	Utility Savings	O&M Savings	Guaranteed Total Savings	Repayment of Financing	M&V Service	O&M Service*	Total Cost	Net Cash Flow
0	$105,066	$7,333	$100,079	$100,079	$0	$0	$100,079	$0
1	$1,573,638	$11,041	$1,493,634	$1,603,541	$8,326	$6,582	$1,618,449	-$124,815
2	$233,497	$11,400	$236,384	$345,843	$8,576	$6,780	$361,199	-$124,815
3	$240,502	$11,770	$243,503	$352,502	$8,834	$6,983	$368,318	-$124,815
4	$247,717	$12,153	$250,838	$359,362	$9,099	$7,193	$375,653	-$124,815
5	$255,149	$12,548	$258,394	$366,429	$9,372	$7,408	$383,209	-$124,815
6	$262,803	$12,956	$266,177	$373,709	$9,653	$7,631	$390,992	-$124,815
7	$270,687	$13,377	$274,195	$381,208	$9,942	$7,859	$399,010	-$124,815
8	$278,808	$13,811	$282,453	$388,933	$10,241	$8,095	$407,269	-$124,815
9	$287,172	$14,260	$290,961	$396,891	$10,548	$8,338	$415,777	-$124,815
10	$295,787	$14,724	$299,726	$405,089	$10,864	$8,588	$424,542	-$124,815
11	$304,661	$15,202	$308,755	$413,534	$11,190	$8,846	$433,570	-$124,815
12	$313,801	$15,696	$318,056	$422,234	$11,526	$9,111	$442,871	-$124,815
13	$323,215	$16,207	$327,637	$431,196	$11,872	$9,385	$452,453	-$124,815
14	$332,911	$16,733	$337,506	$440,427	$12,228	$9,666	$462,321	-$124,815
15	$342,898	$17,277	$347,673	$449,937	$12,595	$9,956	$472,488	-$124,815
16	$353,185	$17,839	$358,147	$459,735	$12,972	$10,255	$482,962	-$124,815
17	$363,781	$18,418	$368,935	$469,827	$13,362	$10,562	$493,751	-$124,815
18	$374,694	$19,017	$380,049	$480,223	$13,762	$10,879	$504,865	-$124,815
19	$385,935	$19,635	$391,498	$490,933	$14,175	$11,206	$516,314	-$124,815
20	$397,513	$20,273	$403,292	$501,965	$14,601	$11,542	$528,108	-$124,815
Totals	$7,543,420	$311,670	$7,537,892	$9,633,597	$223,735	$176,866	$10,034,197	-$2,496,305

Project Turnkey Price:	**$**	**5,932,779**
Savings During Construction:	**- $**	**100,079**
City's Capital Contribution (Avoided Cost):	**- $**	**-**
Utility Incentives & Rebates*:	**- $**	**140,064**
Other Cost:	**+ $**	**-**
Capitalized Construction Interest:	**+ $**	**442,410**
Total Lease Balance when Repayment Commences:	**$**	**6,135,047**
Finance Rate:		**5.000%**
Effective Savings Escalation Rate:		**-6.78%**
NPV of Cash Flow:		**($1,481,404)**
IRR:		**1.97%**

***Solar and Battery Direct Pay Tax Credit ($1.2mil) Paid in Year 1**

A City contribution of $1.4mil makes this scenario cash neutral over a 20-Year financing term

* Incentives & Rebates are estimates and are not guaranteed by NORESCO EV Charger station O&M bundled into ECM total cost Includes 10 years of O&M and 10 years of Network costs. Costs do not include replacement of the charger after end of 10-year coverage

Scenario 5 Project Impact Worksheet

Buena Park priorities

Cash Flow	Sustainability	Risk Mitigation	Measure	75% ROM Pricing	Incentives & Rebates*	Yrs Net Simple Payback	% of Project Guaranteed Savings	Metric Tons of CO2 Avoided	Benefits to City & Community
🟢	🟢	🟢	Int & Ext LED Retrofits City Hall, Police Dept, City Yard, Comm Ctr, Ehlers. Boisseranc, Brenner, Peak & Bellis Parks	$1,960,630	$113,189	15	51.1%	162	• Savings, Reduced energy consumption • Reduced maintenance
🔴	🟢	🟡	Level 3 Fleet EV Charger City Hall	$371,381	$19,891	374	0.4%	6	• Compliance with CARB mandates • Reduced fleet fuel costs
🟢	🟢	🟡	Level 2 Fleet EV Chargers City Hall, Police Dept	$592,594	$4,974	19	12.3%	72	• Compliance with CARB mandates • Rapid Fleet EV charging
🟡	🟢	🟢	Solar PV Carport & Battery System Ehlers Event Ctr	$2,984,807	$1,193,923	25	29.7%	209	• Power and energy savings • Provides for a level of resiliency
🟢	🟡	🔴	Window Film City Hall, City Yard, Comm Ctr, Ehlers Event Ctr, Peak Park	$449,952	$26,876	26	6.6%	40	• Occupant comfort, Savings • Secures maximum SoCalREN incentive
			Totals	$6,359,365	$1,358,853	20	100%	489	

🟢 Exceeds Objective 🟡 Somewhat Meets Objective 🔴 Does Not Meet Objective

* Incentives & Rebates are estimates and are not guaranteed by NORESCO

Scenario 5 Financed Energy Savings Project Cash Flow

Year	Utility Savings	O&M Savings	Guaranteed Total Savings	Repayment of Financing	M&V Service	O&M Service*	Total Cost	Net Cash Flow
0	$113,225	$7,332	$106,450	$106,450	$0	$0	$106,450	$0
1	$1,506,726	$21,284	$1,439,042	$1,543,452	$9,150	$20,754	$1,573,356	-$134,314
2	$257,464	$21,976	$270,660	$374,173	$9,425	$21,377	$404,975	-$134,314
3	$265,188	$22,690	$278,835	$381,424	$9,707	$22,018	$413,149	-$134,314
4	$273,144	$23,427	$287,257	$388,894	$9,999	$22,679	$421,571	-$134,314
5	$281,338	$24,189	$295,933	$396,590	$10,299	$23,359	$430,247	-$134,314
6	$289,778	$24,975	$304,871	$404,518	$10,608	$24,060	$439,186	-$134,314
7	$298,471	$25,787	$314,080	$412,687	$10,926	$24,782	$448,394	-$134,314
8	$307,425	$26,625	$323,567	$421,102	$11,254	$25,525	$457,881	-$134,314
9	$316,648	$27,490	$333,340	$429,772	$11,591	$26,291	$467,654	-$134,314
10	$326,148	$28,383	$343,409	$438,705	$11,939	$27,080	$477,723	-$134,314
11	$335,932	$29,306	$353,782	$466,958	$12,297	$8,842	$488,097	-$134,314
12	$346,010	$30,258	$364,469	$477,010	$12,666	$9,107	$498,783	-$134,314
13	$356,390	$31,242	$375,479	$487,367	$13,046	$9,380	$509,793	-$134,314
14	$367,082	$32,257	$386,821	$498,037	$13,437	$9,661	$521,135	-$134,314
15	$378,095	$33,305	$398,507	$509,029	$13,840	$9,951	$532,821	-$134,314
16	$389,437	$34,388	$410,545	$520,354	$14,256	$10,250	$544,859	-$134,314
17	$401,120	$35,505	$422,947	$532,020	$14,683	$10,557	$557,261	-$134,314
18	$413,154	$36,659	$435,724	$544,041	$15,124	$10,874	$570,038	-$134,314
19	$425,549	$37,851	$448,888	$556,425	$15,578	$11,200	$583,203	-$134,314
20	$438,315	$39,081	$462,449	$569,182	$16,045	$11,536	$596,763	-$134,314
Totals	$8,086,639	$594,010	$8,357,056	$10,458,190	$245,869	$339,282	$11,043,341	-$2,686,285

Project Turnkey Price:	**$**	**6,359,365**
Savings During Construction:	**- $**	**106,450**
City's Capital Contribution (Avoided Cost):	**- $**	**-**
Utility Incentives & Rebates*:	**- $**	**164,930**
Other Cost:	**+ $**	**-**
Capitalized Construction Interest:	**+ $**	**473,135**
Total Lease Balance when Repayment Commences:	**$**	**6,561,120**
Finance Rate:		**5.000%**
Effective Savings Escalation Rate:		**-5.94%**
NPV of Cash Flow:		**($1,594,145)**
IRR:		**2.05%**

***Solar and Battery Direct Pay Tax Credit ($1.2mil) Paid in Year 1**

A City contribution of $1.5mil makes this scenario cash neutral over a 20-Year financing term

* Incentives & Rebates are estimates and are not guaranteed by NORESCO EV Charger station O&M bundled into ECM total cost Includes 10 years of O&M and 10 years of Network costs. Costs do not include replacement of the charger after end of 10-year coverage

November 12, 2025
STUDY SESSION
Item No. 9B.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE CITY COUNCIL'S CERTIFICATE POLICY

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

DISCUSSION

The City Council has an established policy for issuing resolutions, proclamations, and certificates of commendation, congratulations, and recognition to honor individuals, organizations, and events that contribute positively to the Buena Park community.

At the City Council meeting of September 9, 2025, Mayor Ahn calendared a review of the City Council's policy. Mayor Ahn would like to review the policy to ensure:

1. Certificates of recognition are not limited to the examples listed in the policy;
2. All recognitions should benefit Buena Park residents, businesses, or organizations;
3. Requests for certificates be directed to both the Mayor and the City Clerk;
4. Certificates may include the signatures of City Council Members; and
5. A minimum one-week advance notice be required for all requests.

Additionally, the purpose of the certificate program is to encourage community involvement, engagement, and civic pride among residents, organizations, and local businesses.

The proposed red-line amendments to the policy promote transparency, consistency, and inclusivity in the recognition process while maintaining appropriate administrative oversight.

Attachments

Policy No 21 Certificates and Recognitions - Draft.pdf

No: 21

City of BUENA PARK

CITY COUNCIL POLICY STATEMENT

RESPONSIBLE DEPARTMENT:	CITY COUNCIL
CONTACT PERSON:	CITY CLERK
SUBJECT:	CERTIFICATES OF COMMENDATION, CONGRATULATIONS, AND RECOGNITION

It is the policy of the City Council to issue resolutions, proclamations, and certificates of commendation, congratulations, and recognition. The City Council also issues letters of welcome and messages from the Mayor for certain organizations and groups. These acknowledgements are intended to honor, celebrate, and encourage community involvement and engagement among Buena Park residents, businesses, and organizations whose contributions enhance the quality of life in the City. Recognitions for individuals or groups outside the City shall be limited to those with a direct and demonstrable connection to Buena Park.

The City Council may, by consensus, add or modify proclamations to reflect evolving community priorities.

Acknowledgements are issued on the following general guidelines:

RESOLUTIONS

- Americana Citizen of the Year
- Building Dedications
- Commissioners (upon retirement of appointment)
- Employees (upon retirement)
- Elva Liesch Hughes Laureate of the Arts Award
- Legislators and Elected Officials
- Memorial Grove

PROCLAMATIONS

- Arbor Day
- Asian American and Pacific Islander Heritage Month and Day Against Bullying and Hate
- ~~Airirang Festival~~
- Autism Acceptance Month
- Black History Month
- Cinco de Mayo
- City-Sponsored Special Events and Causes
- DMV / Donate Life California
- Ethnic Equality Month
- Father's Day
- Filipino American History Month
- Fire Prevention Week

Harvey Milk Day
Human Relations Awareness Month
Hunger Action Month
Juneteenth (June 19th)
Korean American Day
LGBTQ+ Pride Month
Memorial Day
Mental Health Awareness Month
Mother's Day
National Alzheimer's Awareness Month
~~National Boysenberry Day~~
National Boysenberry Day
National Bullying Prevention Month
National Child Abuse Prevention Month
National Day of Prayer
National Domestic Violence Awareness Month
National Drowning Prevention Awareness Month
National Fair Housing Month
National Hispanic Heritage Month
National Library Week
National Public Works Week
National Read Across America Week
National Safety Month
Native American Heritage Month
Peace Officers' Memorial Month and Police Week
Pet Adoption Month/Clear the Shelter Month
Professional Municipal Clerks Week
School Board Recognition Month
Silverado Days
Universal Human Rights Month
Wildfire Awareness and Prevention Month
Women's History Month

CERTIFICATES OF RECOGNITION

Accomplishments of Citizens (one-time events)
Accomplishments of Organizations (one per organization/event)
Boys & Girls Club Youth of the Month/Year
Buena Park Cable Commission Scholarships
Buena Park Graduates From College
City-Sponsored Baseball/Softball Events (i.e. Little League Opening Day)
Love Buena Park Day
Special Events for Outside Agencies if event directly benefits Buena Park residents/businesses
YLOC Tutoring Program

Certificates of Recognition are not limited to the above list and may be issued for other achievements, contributions, or events that benefit Buena Park residents, businesses, or the community.

CERTIFICATES OF CONGRATULATIONS
- Anniversaries (special milestones)
- Award Recipients from Outside Agencies if event directly benefits Buena Park residents/businesses
- Birthdays (special milestones)
- Eagle Scouts / Girl Scout Silver Awards
- Employee Retirements
- Family Reunions
- Retirements from Outside Agencies

CERTIFICATES OF COMMENDATION
- Heroic Acts
- Special Service to the City of Buena Park (one per organization/event)

LETTERS OF WELCOME
- Conventions Held in Buena Park (one per organization/event)
- Large Groups Visiting Buena Park (one per organization/event)

MESSAGE FROM THE MAYOR
- Special Event Programs / Publications

PROCEDURES AND AUTHORIZATION

Certificates and acknowledgements should reflect the purpose of encouraging community engagement, and civic pride, in Buena Park.

For non–City-sponsored events and recognitions, one certificate shall be issued per organization rather than multiple individualized certificates.

Requests for recognition certificates, letters of welcome, or mayoral messages should be submitted to both the Mayor and the City Clerk at least one week in advance of the requested presentation date. ~~not in accordance with this policy may be issued at the Mayor's discretion~~,

The City Clerk is authorized to approve and prepare certificates and other recognitions in accordance with this policy.

All presentations are scheduled for City Council Meetings at the City Clerk's discretion based on available agenda time, event timing, and relevance to City priorities.

Requests not specifically outlined in this policy may be issued at the Mayor's discretion, provided they are consistent with the City's intent to recognize and benefit Buena Park residents, organizations, or businesses.

Acknowledgments will be issued upon the request of any City Councilmember in accordance with the above guidelines. For non-City sponsored events and recognitions, one certificate shall be issued per organization, instead of multiple certificates individualized for each participant.

SIGNATURES AND SUBMISSION REQUIREMENTS

~~So that requests for certificates, letters of welcome, and messages may be expedited, only the Mayor shall be required to sign these documents, but they will be issued on behalf of the City Council as a whole.~~

Certificates of recognition, appreciation, or congratulations for residents, businesses, and nonprofit organizations may be signed by the Mayor and/or City Council Members, in their respective names, representing issuance on behalf of the City Council as a whole.

Requests for recognition and certificates must be accompanied with detailed information about the event including names of recipients and reasons for recognition.

November 12, 2025
STUDY SESSION
Item No. 9C.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE NOVEMBER 13, 2025, CITY SELECTION COMMITTEE MEETING APPOINTMENTS

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

DISCUSSION

The next Orange County City Selection Committee Meeting is scheduled for November 13, 2025, at the City of Orange Council Chamber.

In accordance with City Council Policy No. 52, the City Council shall provide direction on the City's position for each item. The Mayor (Voting Delegate) will cast a vote based on this direction. If an item is amended during the meeting in a way that materially changes its intent, the delegate may use their discretion to vote but should strive to ensure their decision aligns with the principles discussed by the City Council.

Below are the available committee appointments for District 4:

OC Older Adults Advisory Commission
Individual to serve as representative and obtain four votes comprising a majority of the Fourth Supervisorial District cities (Anaheim, Brea, Buena Park, Fullerton, La Habra, Placentia, Stanton).

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)

- Orange County Representative: Must be a Mayor/Council Member, must represent a member city of the Orange County Division League of California Cities that borders the San Gabriel River or one of its tributaries (Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Placentia, and Seal Beach). Must obtain votes by majroty of City Selection Committee cities that are League members.

- Governor's Appointees (2 Seats): Must be a Mayor/Council Member must represent a member City of the Orange County Division of the League of California Cities that borders the San Gabriel River or one of its tributaries (Anaheim, Brea, Buena Park, Cypress, La Habra, La Palma, Los Alamitos, Placentia, and Seal Beach). Must obtain votes by a majority of the City Selection Committee.

Orange County Transportation Authority
Population weighted vote. Must obtain votes comprising a majority of the population weight from the cities within the 4th Supervisorial District (Anaheim, Brea, Buena Park, Fullerton, La Habra, Placentia and Stanton).

The application period for these positions closed on October 30th. The following indivudals have applied for the above positions:

OC Older Adults Advisory Commission: Marty Simonoff, City of Brea

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)

- Orange County Representative: Fred Jung, City of Fullerton
- Governor's Appointee: Joe Kalmick, City of Seal Beach

Orange County Transportation Authority: Carlos Leon, City of Anaheim

In addition, the City Selection Committee is considering amendments to the By-Laws as it relates to the Orange County Operational Area Executive Board, the Orange County Human Relations Commission, the California Coastal Commission, and minor cleanup language.

It would be appropritae for the City Council to discuss and provide direction to the Mayor (Voting Delegate).

Attachments

11-13-25 agenda.pdf
Policy No 52 Selection of Voting Delegates.pdf
CSC bylaws 2025 amendments track changes.pdf
OCTA 4th pop weight - Leon_Redacted.pdf
RMC - Jung_Redacted.pdf
RMC Gov - Kalmick_Redacted.pdf

Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, CA 92701
(714) 834-2206 ** FAX (714) 834-4439
Robin.Stieler@ocgov.com

Robin Stieler
Clerk of the Board

CITY SELECTION COMMITTEE
REGULAR MEETING
AGENDA

Thursday, November 13, 2025
5:00 P.M.

City of Orange
Orange City Council Chamber
300 E. Chapman Avenue, Orange CA 92866

This agenda contains a brief description of each item to be considered by the Committee. Except as provided by law, no action shall be taken on any item not appearing on the agenda. To address the Committee on any item appearing on the agenda, please submit a speaker request form identifying the item to the Clerk. To speak on a matter not appearing on the agenda, but under the jurisdiction of the City Selection Committee, you may do so by submitting a speaker form requesting to speak during Public Comments at the end of the meeting. Supporting documentation is available for review in the office of the Clerk of the Board located in the County of Orange Hall of Administration, 400 W. Civic Center Dr., 6th Floor, Santa Ana, CA 92701, Monday – Friday, 8:00 a.m. – 5:00 p.m.

- **CALL TO ORDER**
- **APPROVAL OF May 8, 2025, REGULAR MEETING MINUTES**
- **APPROVAL OF Revised City Selection Committee Bylaws**

- **APPOINTMENTS:**

a. CITY ENGINEERS FLOOD CONTROL ADVISORY COMMITTEE

- **(1) City Engineer or City Director of Public Works** to serve as **3rd District Member** on the City Engineers Flood Control Advisory Committee. To secure this seat, the candidate must be a City Engineer or City Director of Public Works and a member of The City Engineers Association of Orange County (CEAOC). The candidate must obtain four votes comprising a majority of the cities within the Third supervisorial district. Those cities are Irvine, Lake Forest, Mission Viejo, Rancho Santa Margarita, Villa Park and Yorba Linda. This appointment is for a three-year term that will begin date of appointment. This seat is currently held by Jamie Lai, Yorba Linda. CEAOC nominates Jamie Lai, Yorba Linda.

- **(1) City Engineer or City Director of Public Works** to serve as **4th District Member** on the City Engineers Flood Control Advisory Committee. To secure this seat, the candidate must be a City Engineer or City Director of Public Works and a member of The City Engineers Association of Orange County (CEAOC). The candidate must obtain four votes comprising a majority of the cities within the Fourth Supervisorial District. Those cities are Anaheim, Brea, Buena Park, Fullerton, La Habra, Placentia and Stanton. This appointment is for a three-year term that will begin date of appointment. This seat is currently held by Mina Mikhael, Buena Park. CEAOC nominates Mina Mikhael, Buena Park.

b. ORANGE COUNTY OPERATIONAL AREA EXECUTIVE BOARD

- **(1) City Manager** to serve as the **City Manager Representative** on the Board. This appointment is a joint appointment with the Orange County City Managers Association. To secure this seat, the candidate must obtain votes by the majority of the City Selection Committee. This appointment is for a two-year term that begins January 1, 2026, and expires December 31, 2027. This seat is currently held by Jim Sadro, La Habra. The Orange County City Managers Association nominates TBD.

- **(1) City Manager** to serve as the **City Manager Representative - Alternate** on the Board. This appointment is a joint appointment with the Orange County City Managers Association. To secure this seat, the candidate must obtain votes by the majority of the City Selection Committee. This appointment is for a two-year term that begins January 1, 2026, and expires December 31, 2027. This seat is currently Vacant. The Orange County City Managers Association nominates TBD.

c. ORANGE COUNTY OLDER ADULTS ADVISORY COMMISSION

- **(1) Individual** to serve as **1st District Representative 2** on the Commission. To secure this seat, the candidate must obtain five votes comprising a majority of the cities within the First supervisorial district. Those cities are Cypress, Fountain Valley, Garden Grove, Huntington Beach, La Palma, Los Alamitos, Seal Beach and Westminster. This appointment is for a two-year term that begins January 1, 2026, and expires December 31, 2027. This seat is currently Vacant.

- **(1) Individual** to serve as **2nd District Representative 2** on the Commission. To secure this seat, the candidate must obtain two votes comprising a majority of the cities within the second supervisorial district. Those cities are Orange, Santa Ana and Tustin. This appointment is for a two-year term that begins January 1, 2026, and expires December 31, 2027. This seat is currently held by Barbara Sloate, Newport Beach.

- **(1) Individual** to serve as **3rd District Representative 2** on the Commission. To secure this seat, the candidate must obtain four votes comprising a majority of the cities within the Third supervisorial district. Those cities are Irvine, Lake Forest, Mission Viejo, Rancho Santa Margarita, Villa Park and Yorba Linda. This appointment is for a two-year term that begins January 1, 2026, and expires December 31, 2027. This seat is currently held by Janice Lim, Yorba Linda City Council.

- **(1) Individual** to serve as **4th District Representative 2** on the Commission. To secure this seat, the candidate must obtain four votes comprising a majority of the cities within the Fourth supervisorial district. Those cities are Anaheim, Brea, Buena Park, Fullerton, La Habra, Placentia and Stanton. This appointment is for a two-year term that begins January 1, 2026, and expires December 31, 2027. This seat is currently held by Marty Simonoff, Brea City Council.

- **(1) Individual** to serve as **5th District Representative 1** on the Commission. To secure this seat, the candidate must obtain six votes comprising a majority of the cities within the Fifth supervisorial district. Those cities are Aliso Viejo, Costa Mesa, Dana Point, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Newport Beach, San Clemente and San Juan Capistrano. This appointment is for a two-year term that begins January 1, 2026, and expires December 31, 2027. This seat is currently held by Howard Hart, San Juan Capistrano City Council.

d. ORANGE COUNTY WASTE MANAGEMENT COMMISSION

- **(1) Mayor/Council Member** to serve as the **2nd District Representative** on the Commission. To secure this seat, the candidate must obtain two votes comprising a majority of the cities within the Second supervisorial district. Those cities are Orange, Santa Ana and Tustin. This appointment if for a three-year term beginning June 1, 2025 and expires May 31, 2028. This seat is currently held by Arianna Barrios, Orange City Council.

- **(1) Mayor/Council Member** to serve as the **5th District Representative** on the Commission. To secure this seat, the candidate must obtain six votes comprising a majority of the cities within the Fifth supervisorial district. Those cities are Aliso Viejo, Costa Mesa, Dana Point, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Newport Beach, San Clemente and San Juan Capistrano. This appointment if for a three-year term beginning June 1, 2025 and expires May 31, 2028. This seat is currently held by John Taylor, San Juan Capistrano City Council.

e. SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC)

- **(1) Mayor/Council Member** to serve as **Orange County's Representative** to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy. To be eligible for this seat, the mayor/council member must represent a city member of the Orange County Division of the League of California Cities (League) that borders the San Gabriel River or one of its tributaries; current division members in this area include Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Placentia and Seal Beach. To secure this seat, the candidate must obtain votes by the majority of the City Selection Committee cities that are members of the League. This is for a two-year term that begins January 1, 2026, and expires December 31, 2027. This seat is currently held by Fred Jung, Fullerton City Council.

- **(2) Mayors/Council members** to be nominated as the **Governor's Appointee** on the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy. To be eligible for this seat, the mayor/council member must represent a city member of the Orange County Division of the League of California Cities that borders the San Gabriel River or one of its tributaries; eligible cities are Anaheim, Brea, Buena Park, Cypress, La Habra, La Palma, Los Alamitos, Placentia, and Seal Beach. To secure this nomination, the candidates must obtain votes by a majority of the City Selection Committee. This term begins upon successful appointment of one (1) of the nominees by the Governor's Office and expires two years from date of appointment. This seat is currently held by Joe Kalmick, Seal Beach City Council.

f. ORANGE COUNTY TRANSPORTATION AUTHORITY BOARD OF DIRECTORS

- **(1) Mayor/Council Member** to serve as the **1st Supervisorial District Board Member** on the Orange County Transportation Authority's Board of Directors, to be appointed on a **one city/one vote** basis. The candidate must obtain votes comprising a majority of the cities within the First Supervisorial District. Those cities are Cypress, Fountain Valley, Garden Grove, Huntington Beach, La Palma, Los Alamitos, Seal Beach and Westminster. This appointment is for a two-year term that will begin January 1, 2026, and expire December 31, 2027. This seat is currently held by Stephanie Klopfenstein, Garden Grove City Council.

- **(1) Mayor/Council Member** to serve as the **2nd Supervisorial District Board Member** on the Orange County Transportation Authority's Board of Directors, to be appointed on a **population weighted vote** basis**.** To secure this seat, the candidate must obtain votes comprising a majority of the population weight from the cities within the Second Supervisorial District. Those cities are Orange, Santa Ana and Tustin. This appointment is for a two-year term that will begin January 1, 2026, and expire December 31, 2027. This seat is currently held by Valerie Amezcua, Santa Ana City Council.

- **(1) Mayor/Council Member** to serve as the **3rd Supervisorial District Board Member** on the Orange County Transportation Authority's Board of Directors, to be appointed on a **one city/one vote** basis. The candidate must obtain votes comprising a majority of the cities within the Third Supervisorial District. Those cities are Irvine, Lake Forest, Mission Viejo, Rancho Santa Margarita, Villa Park and Yorba Linda. This appointment is for a two-year term that will begin January 1, 2026, and expire December 31, 2027. This seat is currently held by Mark Tettemer, Lake Forest City Council.

- **(1) Mayor/Council Member** to serve as the **4th Supervisorial District Board Member** on the Orange County Transportation Authority's Board of Directors, to be appointed on a **population weighted vote** basis. To secure this seat, the candidate must obtain votes comprising a majority of the population weight from the cities within the Fourth Supervisorial District. Those cities are Anaheim, Brea, Buena Park, Fullerton, La Habra, Placentia and Stanton. This appointment is for a two-year term that will begin January 1, 2026, and expire December 31, 2027. This seat is currently held by Carlos Leon, Anaheim City Council.

- **(1) Mayor/Council Member** to serve as the **5th Supervisorial District Board Member** on the Orange County Transportation Authority's Board of Directors, to be appointed on a **population weighted vote** basis. To secure this seat, the candidate must obtain votes comprising a majority of the population weight from the cities within the Fifth Supervisorial District. Those cities are Aliso Viejo, Costa Mesa, Dana Point, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Newport Beach, San Clemente and San Juan Capistrano. This appointment is for a two-year term that will begin January 1, 2026, and expire December 31, 2027. This seat is currently held by John Stephens, Costa Mesa City Council.

- **OTHER MATTERS FROM COMMITTEE MEMBERS**
- **PUBLIC COMMENTS**
- **ADJOURNMENT**

No: 52

City of BUENA PARK

CITY COUNCIL POLICY STATEMENT

RESPONSIBLE DEPARTMENT:	CITY CLERK'S OFFICE
CONTACT PERSON:	DIRECTOR OF GOVERNMENT AND COMMUNITY RELATIONS/CITY CLERK
SUBJECT:	SELECTION OF VOTING DELEGATES

This policy establishes the procedure for selecting a voting delegate and an alternate voting delegate to represent the City Council at meetings or conferences when requested and ensures that their voting decisions reflect the collective direction of the full City Council.

SELECTION OF DELEGATES

- Designation of Delegates:
  The City Council shall appoint a voting delegate and an alternate voting delegate from its members to represent the City at meetings or conferences, when requested. The appointments shall be made during a regular City Council meeting.

- Eligibility:
  Any City Council member is eligible for selection as a voting delegate or alternate delegate. The appointed delegates must register and attend the meeting or conference and have a clear understanding of the responsibilities associated with representing the City. If the voting delegate is unable to fulfill their responsibilities, the alternate voting delegate will act in their absence.

PRE-MEETING COUNCIL DIRECTION

- Prior to each meeting or conference, the City Clerk, or her or his designee, shall include a Study Session agenda report to review and discuss the items to be voted on at the meeting or conference. The City Council shall provide direction on the City's position for each item (e.g., "support," "oppose," or "abstain" or any other appropriate direction).

- Delegates are required to vote on each item in accordance with the direction provided by the City Council.

- If an item is amended during the meeting or conference in a way that materially changes its intent, the delegate may use their discretion to vote but must strive to align their decision with the principles discussed by the City Council.

POST MEETING REPORTING

- Within 30 days of the meeting or conference, the delegates shall provide a report to the City Council summarizing the items voted on and the actions taken, during their City Council comments. The report shall include any deviations from the City Council's direction and an explanation for such deviations, if applicable.

CITY SELECTION COMMITTEE BYLAWS FOR THE COUNTY OF ORANGE

INCLUDES AMENDMENTS

THROUGH NOVEMBER 13, 2025~~MAY 30, 2019~~

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BYLAWS OF THE CITY SELECTION COMMITTEE
FOR THE COUNTY OF ORANGE

ARTICLE I – NAME

Section 1. This organization is the City Selection Committee for the County of Orange, California.

ARTICLE II – AUTHORITY

Section 1. This Committee shall function in accordance with authorization of sections 50270 through 50279.2 of the Government Code.

ARTICLE III – PURPOSE

Section 1. The City Selection Committee shall consist of representatives from each city in the County of Orange for purposes of the cities acting jointly to appoint city representatives to the following boards, committees, commissions and agencies as required by State and County law:

A. Orange County Local Agency Formation Commission
   1. Two members
   2. One alternate member

B. Orange County Airport Land Use Commission
   1. One at large member
   2. One airport area member

C. Cal-ID Orange County Local Board
   1. One member

D. Orange County Parks Commission
   1. One coastal city representative
   2. One inland city representative

E. Orange County Transportation Authority

1. Two members from the First Supervisorial District
2. Two members from the Second Supervisorial District
3. Two members from the Third Supervisorial District
4. Two members from the Fourth Supervisorial District
5. Two members from the Fifth Supervisorial District

F. South Coast Air Quality Management District

1. One member

G. Orange County Operational Area Executive Board

1. One member who is an Orange County city manager
2. One alternate member who is an Orange County city manager

H. Orange County Waste Management Commission

1. One member from the First Supervisorial District
2. One member from the Second Supervisorial District
3. One member from the Third Supervisorial District
4. One member from the Fourth Supervisorial District
5. One member from the Fifth Supervisorial District
6. One at large member
7. One member who is an Orange County city manager

I. Senior Citizens Advisory Council

1. Two members from the First Supervisorial District
2. Two members from the Second Supervisorial District
3. Two members from the Third Supervisorial District
4. Two members from the Fourth Supervisorial District
5. Two members from the Fifth Supervisorial District

~~J. Orange County Human Relations Commission~~

~~1. One member from the First Supervisorial District~~

~~2. One member from the Second Supervisorial District~~

~~3. One member from the Third Supervisorial District~~

~~4. One member from the Fourth Supervisorial District~~

~~5. One member from the Fifth Supervisorial District~~

~~K~~J. Emergency Medical Care Committee

1. One member

K~~L~~. City Engineers Flood Control Advisory Committee

1. One member from the First Supervisorial District
2. One member from the Second Supervisorial District
3. One member from the Third Supervisorial District
4. One member from the Fourth Supervisorial District
5. One member from the Fifth Supervisorial District

L~~M~~. Housing & Community Development Commission

1. Two members

M~~N~~. San Gabriel/Lower Los Angeles Rivers and Mountains Conservancy

1. One member
2. Two nominees for Governor Appointment

N~~O~~. Orange County Council of Governments

1. One member

O~~P~~. Orange County Housing Finance Trust

1. Two members, selected pursuant to the Orange County Housing Finance Trust Joint Powers Agreement and its adopted bylaws

P~~Q~~. Countywide Oversight Board of the Successor Agencies

1. One member

Q. California Coastal Commission

1. Two or more nominees for Senate Rules Committee Appointment

ARTICLE IV – MEMBERSHIP

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Section 1. Mayors as Members

The membership of the City Selection Committee shall consist of the mayor of each city within the County of Orange.

Section 2. Mayor's Representatives

When a mayor is unable to attend a Committee meeting, that mayor shall designate another member of the city's legislative body to attend and vote. The Mayor must designate in writing the identity of his or her designee and deliver the written designation the Secretary prior to any vote by the designee.

Should the mayor wish to designate a permanent alternate, he or she may do so in writing and deliver the permanent designation to the Secretary prior to the permanent designee's vote.

Section 3. Compensation

The members of the City Selection Committee shall serve without compensation.

ARTICLE V – OFFICERS

Section 1. Elected Officers

The elected officers of the Committee shall be a Chairman and a Vice Chairman. Both shall be mayors when elected.

Section 2. Secretary and Recording Officer

Pursuant to California Government Code section 50276, the Clerk of the Board of Supervisors of the County of Orange shall act as the permanent Secretary and Recording Officer for the Committee.

Section 3. Election of Chairman and Vice Chairman

The Chairman and Vice Chairman shall be elected at the May Committee meeting each year, or whenever a vacancy occurs. The election of officers shall be by majority vote of the members present. The Chairman, so long as that person remains an elected mayor or a city councilmember, from the prior year shall officiate at the May Committee meeting for the election of a new Chairman. Once the new Chairman has been elected, the prior Chairman's term will be deemed to have ended.

If the prior Chairman is no longer an elected official, the Vice Chairman shall preside over the election of a new Chairman.

If the Vice Chairman is no longer an elected Mayor or City Councilperson, or neither the Chairman nor Vice Chairman is present at the May

committee meeting or a meeting called due to vacancies having occurred, the Clerk of the Board representative at the meeting as the Secretary of the Committee shall preside over the election of the new Chairman.

Section 4. Terms of Chairman and Vice Chairman

The terms of the Chairman and Vice Chairman shall be for a period of one year or until such time as that person is no longer the mayor or a councilmember of a city, whichever occurs first. A person replacing a Chairman or Vice Chairman shall serve the remainder of the original one year term.

ARTICLE VI – MEETINGS

Section 1. Regular Meetings

The Committee shall conduct regular meetings in May and November of each year. All other meetings shall be considered special meetings. Meeting notices, agendas, and public comments procedures shall comply with the provisions of the Ralph M. Brown Act. The Secretary and Recording Officer shall prepare meeting agendas, minutes and handle noticing requirements.

Section 2. Special Meetings

By law, the Chairman may call a special meeting at any time or upon written request of 50 percent or more of the Committee's members. A special meeting shall be called within 60 days after the Chairman receives a written request of 50 percent or more of the Committee's members.

Section 3. Special Meetings for Vacancies

The Chairman shall call a special meeting whenever selections of city representatives need to be made. If the office of the Chairman is vacant, the Vice Chairman may call a special meeting. If both the offices of the Chairman and the Vice Chairman are vacant, the Clerk of the Board as the Secretary of the Committee may call a special meeting.

Section 4. Notice to Secretary

At least four weeks prior to the date of any meeting of the Committee, the Chairman of the Committee shall notify the Secretary of the date, time, and place of the meeting.

Section 5. Notice to Members

At least three weeks prior to the date of any meeting of the Committee, the Secretary shall give written notice to each member of the date, time and place of the meeting.

Section 6. Notice of Continued Meetings

The Secretary shall give reasonable notice to each member of the date, time and place to which any meeting of the Committee is continued.

Section 7. Public Meetings

All regular and special meetings of the Committee shall be open to the public.

Section 8. Quorum

Representatives of a majority of the cities in the county shall constitute a quorum. If a quorum is not present at any Committee meeting, the meeting shall be adjourned or postponed to a time and place determined by the Chairman.

Section 9. Conduct of Meeting

Unless otherwise specified herein, all meetings shall be conducted in accordance with prevailing parliamentary law.

ARTICLE VII – COMMITTEE PROCEDURE

Section 1. Order of Business.

The business of the Committee shall be taken up for consideration and disposition in the following order:

(a) Call to order and roll call

(b) Pledge of Allegiance

(c) Approval of Minutes

(d) New Business

(e) Committee Members Comments

(f) Public Comments

(g) Adjournment

Section 2. Preparation of Minutes

The Secretary shall have exclusive responsibility for preparation of the Minutes which shall become public record.

Section 3. Approval of Minutes

Unless the reading of the Minutes of the Committee meeting is ordered by a majority vote of the Committee, such minutes may be approved without a reading.

Section 4. Responsibilities of the Chairman and Vice Chairman

The Chairman shall preside at all meetings of the Committee, and perform all duties required by law or specified herein to facilitate the purposes of the Committee. The Vice Chairman shall act in the place of the Chairman in the Chairman's absence. If both the Chairman and Vice Chairman are absent from a meeting, a Chairman Pro Tem shall be selected from the members present to conduct the proceedings. The Secretary and Recording Officer for the Committee or designated deputy shall be present at all meetings. He or she shall maintain the records of the Committees and transmit to each member notices and minutes of all meetings.

ARTICLE VIII – SELECTION OF CITY REPRESENTATIVE

Section 1. Nominations

All nominations shall be made from the floor at a ~~meeting~~meeting, or a candidate can submit their Candidate Statement Form in advance of a meeting where a city representative is to be selected. A nomination may be made by any member. Nominees for any board, committee, commission, or agency must meet all requirements specified by applicable law.

Section 2. Voting Ballots

Selection of city representatives shall be by written ballots when there is more than one candidate for a position. The ballots shall show the name and city of the member voting and the name of the nominee for whom member casts a vote. The ballots for each appointment shall be prepared by the individual members and presented concurrently to the Secretary. When all

ballots are in the hands of the Secretary, each member's name and vote shall be read out and tallied. A separate balloting shall be held for each appointed position. When there is only one candidate for a position, voting may be done by acclamation.

Section 3. Appointment Requirements

Under Government Code section 50272, a majority vote of the representatives of the number of cities within the county entitled to representation on the Committee is necessary to appoint representatives to boards, committees, commissions or agencies. If there are three or more nominees and none receives a majority vote of the number of all eligible cities, not just a majority of the number of members present, then all but the two nominees with the greatest number of votes shall be removed and the balloting repeated. If neither receives the required majority vote of the number of eligible cities, after two additional ballots, the meeting shall be continued to a subsequent time for further consideration. This rule limiting the number of ballots to a total of three may be suspended upon a two-thirds vote of eligible cities present.

Section 4. Responsibilities of Appointed Representatives

All representatives appointed by this Committee are responsible for exercising the duties of their positions with diligence, integrity and the highest regard for the public trust and the joint interest of the citizens of the cities within Orange County. Each appointee is fully accountable to the Committee for actions taken as a city representative. Representatives are expected periodically to report to the Committee on matters of interest or concern to the member cities.

Section 5. Removal of an Appointed Representative

Representatives who fail to attend 50% of all duly noticed meetings of their board, committee, commission or agency in a calendar year or three consecutive meetings without being excused by said board, committee, commission or agency are subject to removal from office upon majority vote of the Committee. A statement that removal of a specific appointee is to be considered must be included in the written notice of the meeting at which the matter is brought before the Committee. When the appointment bylaws require an appointee to be an elected official, the appointee will be deemed removed when they are no longer an elected official unless otherwise stated in the board, commission or committee bylaws.

ARTICLE IX – BYLAW AMENDMENTS

Section 1. Authority

The Bylaws may be amended at a meeting of the Committee where two-third of the members are present, and then by majority vote of those members present. Proposed amendments to bylaws must first be submitted in writing to all members at least four weeks prior to meeting at which adoption is considered.

Certification of Adoption

Is it hereby certified that these revised By Laws for the Orange County City Selection Committee were duly adopted at the committee meeting held on November 13, 2025~~May 30, 2019~~.

ATTEST:

_____
Chairman of the City Selection Committee

_____
Robin Stieler, Orange County Clerk of the Board and
Secretary of the City Selection Committee

LOG OF AMENDMENTS TO CITY SELECTION COMMITTEE BYLAWS

Adopted January, 1979
Amended May 10, 1979
Amended April 11, 1991
Amended April 16, 1992
Amended May 12, 2011
Amended November 15, 2012
Amended November 5, 2015
Amended November 2, 2017
Amended May 30, 2019
November 13, 2025

Orange County City Selection Committee
Candidate Statement Form

Name: Carlos A. Leon

Specific Position Applying For: OCTA - 4th Supervisorial District Board Member - Population Weighted Vote

District: 4th Supervisorial District

Home address:

Mobile phone: E-mail:

City: Anaheim

Years as elected official: 3 Occupation: Councilmember/ Field Representative

Please list other positions held (both state and local service):

OCTA Board Member, 4th Supervisorial District - Population Weighted Vote Seat

City Council Member, City of Anaheim

Regional Council Member, Southern California Association of Governments

Board Member, Orange County Sanitation District

Board Member and Public Relations Committee Chair, Orange County Mosquito and Vector Control District

Please use a separate sheet to answer the following questions.

1) What would you hope to accomplish in your term as a member of this committee?

2) The Opportunity Notice lists the Objective and/or Responsibilities of this position; what qualifications or skills do you bring to the position you are seeking appointment?

10/08/25

Signature ***Date***

Orange County City Selection Committee Candidate Statement Form
(Page 2)

Name: Carlos A. Leon
Position Applying for: 4th Supervisorial District Board Member - Population Weighted Seat

1) What would you hope to accomplish in your term as a member of this committee?
As the current 4th Supervisorial District – Population Weighted Seat Board Member and Council Member representing Anaheim's District 2, I represent a large constituency that relies on public transportation in their daily lives. It's imperative for our community that we look for innovative ways to create new routes and optimize existing ones to ensure that we're meeting the needs of both visitors and residents- especially those without personal vehicles that rely on public transportation to access critical services like healthcare, education, and employment. In addition to exploring new programs and affordable transportation options, I would hope to work with board members and staff to better understand, address and improve:

- Accessibility and equity in our public transportation system
- Rider safety and security
- Community engagement and awareness
- Short-term and long-term infrastructure improvements
- Sustainability and alternative methods of transportation

2) The Opportunity Notice lists the Objective and/or Responsibilities of this position; what qualifications or skills do you bring to the position you are seeking appointment?
I am currently serving on the OCTA Board of Directors and have a proven track record of working together with fellow board members, colleagues, residents, community leaders, and staff to address both urgent problems in the short term while also strategically planning for the future, setting high but realistic expectations for long term improvements for the 4th supervisorial district that will directly benefit residents and commuters alike.

CITY OF ANAHEIM
COUNCIL MEMBER CARLOS LEON
DISTRICT 2

October 8, 2025

Orange County Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, CA 92701

RE: Application for the OCTA 4th Supervisorial District Board Member - Population Weighted Seat

To Whom it May Concern:

I write to express my interest in being considered as a candidate for the Orange County Transportation Authority (OCTA) 4th Supervisorial District Board Member - Population Weighted Seat.

With my experience as the current board member for the 4th Supervisorial District – Population Weighted Seat as well as the council member representing Anaheim's District 2, I have developed a deep understanding of the important role that public transportation has in the lives of my constituents. It is vital for essential access to healthcare, education, and employment opportunities. For those without personal vehicles, the availability and reliability of transit options directly affect their ability to engage fully in community life. It is imperative that we address these needs through innovative service models and community-focused solutions.

I am committed to ensuring that our transportation system serves all members of the community and that we are focusing on optimizing existing routes while exploring new services options that benefit our residents. I would hope to continue working with fellow board members and OCTA staff to take a collaborative approach and focus on:

- Accessibility and equity in our public transportation system
- Rider safety and security
- Community engagement and awareness
- Short-term and long-term infrastructure improvements
- Sustainability and alternative methods of transportation

Thank you for your consideration. Please let me know if there are any questions or if there is any additional information that I can provide in the meantime.

Sincerely,

Carlos A. Leon
Councilmember, District 2
City of Anaheim

200 South Anaheim Boulevard, Anaheim, California 92805
(714) 765-5162 • FAX (714) 765-5164 • www.anaheim.net

Orange County City Selection Committee
Candidate Statement Form

Name: Fred Jung

Specific Position Applying For: San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)

District: Orange County

Home address: [redacted]

Mobile phone: [redacted] E-mail: [redacted]

City: Fullerton

Years as elected official: 5 Occupation: retired

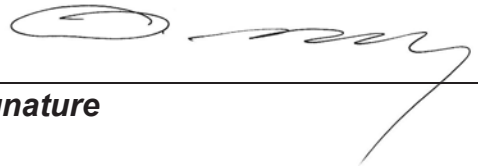
Please list other positions held (both state and local service):

Vice Chair of Orange County Power Authority, Chair of Transit Committee for County Transportation Authority, Metropolitan Water District, Orange County Water District, Member of the State Mining and Geology Board, and Vice Chair of the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency Board of Directors

Please use a separate sheet to answer the following questions.

1) What would you hope to accomplish in your term as a member of this committee?

2) The Opportunity Notice lists the Objective and/or Responsibilities of this position; what qualifications or skills do you bring to the position you are seeking appointment?



10/5/25

Signature ***Date***

1) What would you hope to accomplish in your term as a member of this committee? Continue to bring money home to Orange County, as I have done in my first term. I have brought home money to projects in Santa Ana, Anaheim and Fullerton.

2) The Opportunity Notice lists the Objective and/or Responsibilities of this position; what qualifications or skills do you bring to the position you are seeking appointment? Leadership and work ethic.

Orange County City Selection Committee
Candidate Statement Form

Name: Joe Kalmick

Specific Position Applying For: Nomination for the Governor's appointment to the RMC

District: NA

Home address: [redacted]

Mobile phone: [redacted] E-mail: [redacted]

City: Seal Beach

Years as elected official: 7 Occupation: Retired

Please list other positions held (both state and local service):

City Councilmember/two term mayor, City of Seal Beach

Current Vice Chair, RMC (Governor's appointment),Watershed Conservation Authority, current Vice Chair, Los Cerritos Wetlands Authority

Current Vice Chair, Board of Directors, Orange County Fire Authority

Region 20 Regional Council representative SCAG

Region 20 Regional Council representative OCCOG

Please use a separate sheet to answer the following questions.

1) What would you hope to accomplish in your term as a member of this committee?

2) The Opportunity Notice lists the Objective and/or Responsibilities of this position; what qualifications or skills do you bring to the position you are seeking appointment?

Signature Joe Kalmick ***Date*** 10/19/2025

Joe Kalmick

Answer to supplemental question 1:

I have been a four year board member of the RMC board. If I am reappointed, I will continue my efforts as a board member to fund and support the transformational projects the RMC executes throughout its jurisdiction. I always enjoy attending the groundbreaking ceremonies and then the ribbon–cutting ceremonies of the completed projects. It is always rewarding for me to see the positive reactions of the local residents as we open a new park or facility.

Answer to supplemental question 2:

As the current Vice Chair of the RMC, I have previously served as the 1st District Boardmember, and then as the Governor's appointee. I am an active participant in all of RMC board meetings as well as other activities, such as groundbreaking and ribbon-cutting ceremonies.

In addition, I serve on the board of the Watershed Conservation Authority, which funds RMC projects, and I am currently Vice Chair of the Los Cerritos Wetlands Authority. We break ground on October 24 on the restoration of almost 100 acres of the southern portion of the wetlands, which is located in the city of Seal Beach.