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

Tuesday, March 24, 2026, 5:00 PM
COUNCIL CHAMBER
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL
REGULAR MEETING AGENDA

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

1. GENERAL

1.A. CALL TO ORDER

1.B. ROLL CALL

1.C. INVOCATION

1.D. PLEDGE OF ALLEGIANCE
— Annabelle Navarro, Buena Terra Elementary School

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

2. PRESENTATIONS

2.A. PROCLAMATION RECOGNIZING APRIL 2026 AS FAIR HOUSING MONTH
— Presented to Martha Torres, Community Engagement Liaison, Fair Housing Foundation

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 City Council Meeting of February 19, 2026; Special City Council Meeting of March 3, 2026; and, Special and Regular City Council Meetings of March 10, 2026.

4.B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving Claims and Demands.

4.C. TREASURER'S REPORT FOR THE MONTH OF FEBRUARY 2026

— Recommended Action: Receive and file the reports.

4.D. PROCLAMATION RECOGNIZING APRIL 2026 AS FAIR HOUSING MONTH

— Recommended Action: Approve proclamation.

4.E. FINAL PAYMENT TO J&A ENGINEERING, DBA J&A FENCE, FOR THE EHLERS CENTER SECURITY FENCE PROJECT

— Recommended Action: 1) Accept the project as complete and approve a final payment to J&A Engineering, dba J&A Fence, in the amount of $69,200; and 2) Direct the Public Works Department to file a Notice of Completion.

4.F. PROFESSIONAL SERVICES AGREEMENTS WITH BKF ENGINEERS; COAST SURVEYING, INC.; HUNSAKER AND ASSOCIATES IRVINE, INC.; KDM MERIDIAN; MARK THOMAS & COMPANY, INC.; TOWILL, INC.; AND FUSCOE ENGINEERING, INC., FOR ON-CALL SURVEYING SERVICES

— Recommended Action: 1) Approve a Professional Services Agreement with BKF Engineers to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 2) Approve a Professional Services Agreement with Coast Surveying, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 3) Approve a Professional Services Agreement with Hunsaker and Associates Irvine, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 4) Approve a Professional Services Agreement with KDM Meridian to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 5) Approve a Professional Services Agreement with Mark Thomas & Company, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 6) Approve a Professional Services Agreement with Towill, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 7) Approve a Professional Services Agreement with Fuscoe Engineering, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 8) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to any of the agreements; and, 9) Authorize the City Manager and the City Clerk to execute the agreements.

4.G. PROFESSIONAL SERVICES AGREEMENTS WITH AESCO, INC.; MTGL, INC.; NV5, INC.; SMITH-EMERY LABORATORIES; AND, TWINING, INC., FOR ON-CALL GEOTECHNICAL SERVICES

— Recommended Action: : 1) Approve a Professional Services Agreement with AESCO, Inc. to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 2) Approve a Professional Services Agreement with MTGL, Inc. to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 3) Approve a Professional Services Agreement with NV5, Inc. to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 4) Approve a Professional Services Agreement with Smith-Emery Laboratories to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 5) Approve a Professional Services Agreement with Twining, Inc.. to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 6) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to any of the agreements; and, 7) Authorize the City Manager and the City Clerk to execute the agreements.

4.H. AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER PERMIT IMPLEMENTATION AGREEMENT WITH THE COUNTY OF ORANGE, ORANGE COUNTY FLOOD CONTROL DISTRICT

— Recommended Action: 1) Approve the Amended and Restated National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement ("Agreement") between the County of Orange, Orange County Flood Control District (District), and participating Orange County cities (collectively called Permittees), and; 2) Authorize the Mayor to execute the Agreement and any related documents necessary to implement the terms of the Agreement.

4.I. APPROVE A BUDGET ALLOCATION FOR THE NEIGHBORHOOD ACTION DAY PILOT PROGRAM

— Recommended Action: 1) Approve a budget allocation in the amount of $15,000 from the undesignated General Fund balance for this purpose.

5. NEW BUSINESS

5.A. RESOLUTION ADOPTING SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH GOLDEN COAST CONSTRUCTION FOR THE 25-26 ANNUAL WHEELCHAIR RAMP PROGRAM PROJECT

Presented by Jason Tran, Associate Engineer

— Recommended Action: 1) Adopt a resolution approving the specifications for the 25-26 Annual Wheelchair Ramp Program Project; 2) Award a contract to Golden Coast Construction in the amount of $79,966.53; 3) Authorize contingency funds in the amount of $12,033.47 in the same purchase order; 4) Authorize construction engineering in the amount of $8,000; 5) Authorize the City Manager and City Clerk to make any necessary, non-monetary changes to the contract; and, 6) Authorize the City Manager and City Clerk to execute the contract.

5.B. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MARIPOSA LANDSCAPES, INC. FOR CITYWIDE LANDSCAPING SERVICES AND APPROVE A BUDGET AMENDMENT

Presented by Joe Hunt, Public Works Manager

— Recommended Action: 1) Approve a Professional Services Agreement with Mariposa Landscapes, Inc. ("Mariposa") for citywide landscape maintenance services from April 1, 2026, through June 30, 2029, in the approximate amount of $4,208,830; 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 $24,000 for this purpose.

5.C. REORGANIZATION PLAN FOR THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT'S BUILDING DIVISION AND APPROVAL OF A BUDGET ALLOCATION TO ADD ONE ADDITIONAL SENIOR BUILDING INSPECTOR/PLAN CHECKER POSITION

Presented by Rebecca Valdez, Human Resources Manager

— Recommended Action: 1) Approve reclassifying one Building Inspector position to Senior Building Inspector/Plan Checker position in the Building Division of the Community and Economic Development Department; and 2) Appropriate funds in the amount of $30,000 annually from the undesignated general fund reserve to allocate funding for the reclassified Senior Building Inspector/Plan Checker position.

5.D. AMENDMENT NO. 3 TO THE PURCHASE AND SALE AGREEMENT FOR CITY OWNED PROPERTY AT 7860 BEACH BOULEVARD

Presented by Matt Foulkes, Director of Community and Economic Development

— Recommended Action: 1) Approve a Third Amendment to the Purchase and Sale Agreement with KB Acquisitions, LLC, for the sale of the City-owned property located at 7860 Beach Boulevard (the "Property"); 2) Authorize the City Manager and City Attorney to make non-monetary changes to the agreement and associated documents that are reasonably necessary to facilitate the transaction; and, 3) Authorize the City Manager and City Clerk to execute the Third Amendment and associated documents needed to facilitate the closing in a form approved by the City Attorney.

6. PUBLIC HEARING

Public Hearings are held at 6:00 PM

6.A. APPROVAL OF PROPOSED ACTIVITIES AND BUDGET FOR THE FISCAL YEAR (FY) 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Presented by Sarabeth Suarez, Housing and CDBG Analyst

— Recommended Action: 1) Review and approve the proposed activities and budget for the Fiscal Year (FY) 2026-2027 Community Development Block Grant (CDBG) Program; and 2) Authorize the Economic Development Division to incorporate the approved activities and budget into the FY 2026-2027 Annual Action Plan.

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

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

8. RECESS

8.A. RECESS

9. STUDY SESSION

9.A. DISCUSS AND PROVIDE DIRECTION REGARDING THE NORTH ORANGE COUNTY CHAMBER (NOCC) PARTNERSHIP PROPOSAL
Presented by Eddie Fenton, Assistant City Manager/Director of Human Resources

9.B. DISCUSS AND PROVIDE DIRECTION REGARDING THE INSTALLATION OF A LITERACY WALK AT HEROES PARK
Presented by Maddie Villapando, Community Services Supervisor

9.C. DISCUSS AND PROVIDE DIRECTION REGARDING THE CITY OF BUENA PARK CELBRATION OF AMERICA'S 250TH ANNIVERSARY
Presented by Jim Box, Director of Community Services

9.D. DISCUSS AND PROVIDE DIRECTION REGARDING ASSEMBLY BILL AB 2463 (PETRIE-NORRIS)
Presented by Jessica Fewer, Senior Management Analyst

10. CITY MANAGER REPORT

10.A. CITY MANAGER REPORT
— Aaron France, City Manager

11. COMMISSION & COMMITTEE UPDATES

11.A. COMMISSION & COMMITTEE UPDATES
— Adria M. Vicuna, MMC, Director of Government and Community Relations/City Clerk

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. Vicuña, 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. Vicuña, MMC
Director of Government and Community Relations
City Clerk

Date Posted: March 19, 2026

March 24, 2026
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 M. Vicuna, Director of Government and Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Approve the Minutes of the Special City Council Meeting of February 19, 2026; Special City Council Meeting of March 3, 2026; and, Special and Regular City Council Meetings of March 10, 2026.

Attachments

2026-02-19 M 6PM Special.pdf
2026-03-03 CC M 4PM.pdf
2026-03-10 CC M 330PM.pdf
2026-03-10 CC M 5PM.pdf

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD FEBRUARY 19, 2026

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, February 19, 2026, at 6:00 p.m., in the Community Center, 6688 Beach Boulevard, Buena Park, California, Mayor Traut presiding.

This meeting was conducted concurrently with the Joint Special Meeting of the Community Services and Cultural and Fine Arts Commission.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Franco, Sonne, Hoque, Traut
EXCUSED: Ahn

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

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Brian Carver, Community Services Commission.

2A. ORAL COMMUNICATIONS

It was announced that 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, oral communications was closed.

3. CITY PARK DESIGNS FOR DISTRICT 2 POCKET PARK & FRIENDSHIP PARK

FRIENDSHIP PARK

Jim Box, Director of Community Services, introduced Zachary Mueting, Principal Architect, and Erik Curran, Associate Architect, of RJM Design. Director Box stated that RJM Design would present preliminary design concepts for Friendship Park and the District 2 Pocket Park.

Mr. Mueting presented the preliminary design concepts and renderings for Friendship Park. Commissioners provided comments regarding several elements of the proposed Friendship Park design, including the location of the workout station, walking path and sidewalk alignment, community art tiles, crosswalk art design, the number and placement of trees, the existing picnic shelter pavilion, welcome lettering along the pathway, playground equipment, park lighting, and the possible installation of security cameras. Additional comments were made regarding the park walkway, traffic safety and congestion during school hours, incorporating community input into the design, and potential design measures to prevent birds from nesting on the pavilion. A suggestion was also made to include a small library in the park.

Paul Van Berkon, Buena Park resident, commented and asked questions regarding the project cost.

Allan Carmont, Buena Park resident, commented on funding for the park project.

Nayeli Figueroa, Buena Park resident, commented on the proposed color scheme and theme of the park design.

DISTRICT 2 POCKET PARK

Mr. Mueting presented the preliminary design concepts and renderings for the District 2 Pocket Park.

Adolfo Bishop, Buena Park resident, commented on the possible inclusion of chess tables, park safety, and park hours.

Robin Russell, Buena Park resident, commented on the bioswale design, plant requirements, and maintenance of the proposed vegetation.

Al Lee, Buena Park resident, commented on the inclusion of chess tables.

Alena (no last name provided), commented on potential involvement of local high school student clubs in utilizing the space and participating in park clean-up activities.

Khemren (no last name provided), commented on the name of the park and suggested the installation of a statue as a gathering feature.

Dominic Bendinelli, Buena Park resident, commented on the proposed use of concrete and gravel and suggested consideration of alternative materials.

Commissioners provided comments regarding several design elements, including the possible addition of a fountain and pocket library, shade structures, lighting, fragrant plant selections, incorporation of community survey feedback, potential future fencing to protect vegetation, traffic safety considerations, and educational elements that could be incorporated into the park design.

ADJOURNMENT

There being no further business, Mayor Traut adjourned the meeting at 7:28 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD MARCH 3, 2026

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, March 3, 2026, at 4:07 p.m., in the Buena Park Community Center, 6688 Beach Boulevard, Buena Park, California, Mayor Traut presiding.

1A. CALL TO ORDER

1B. ROLL CALL

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

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

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mina Mikhael, Director of Public Works/City Engineer.

2A. ORAL COMMUNICATIONS

Mayor Traut 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 no requests to speak, Mayor Traut closed oral communications.

3. ANAHEIM UNION HIGH SCHOOL DISTRICT UPDATE

Anaheim Union High School District provided an update on the following subjects:

- Hope School Property
- Walker Junior High School Bond Next Phase
- Redesign of Western High School and Orangeview Junior High School
- Internship Opportunities
- Immigration-student Walkouts

The City of Buena Park provided updates on the following subjects:

- Water Well Construction at Peak Park
- Measure R Sales Tax Measure Update
- OCPA Renter Power Backup
- Friendly Center and FoodMart Update
- ELOP Afterschool Program
- Construction Job Fair
- Youth in Government Day
- Immigration Legal Assistance
- Youth Microgrant Program
- Sister City Program
- Pump Track at Peak Park
- Park Renovations (Friendship, Beat and Pinchot pocket park)

Item pulled.

4. CLOSED SESSION

4A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Gov. Code Section 54956.9(d)(1); Name of Case: County of Orange vs. Dolly Investment Properties; Case No. 30-2025-01470145-CU-EI-CXC

ADJOURNMENT

There being no further business, Mayor Traut adjourned the meeting at 5:24 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD MARCH 10, 2026

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, March 10, 2026, at 3:30 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Traut presiding.

1A. CALL TO ORDER

1B. ROLL CALL

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

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

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Carlos Franco.

2A. ORAL COMMUNICATIONS

Mayor Traut 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 no requests to speak, Mayor Traut closed oral communications.

3. CLOSED SESSION

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

3A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Gov. Code Section 54956.9 (d)(1); Name of Case: Balubhai Patel (Balubhai Patel Separate Property Revocable Trust) vs. City of Buena Park; US District Court, Central District of California, Case No.: 8:25-cv-02608-JVS-KES

Mayor Traut reconvened the meeting in open session and it was announced that no reportable action was taken for Item No. 3A.

ADJOURNMENT

There being no further business, Mayor Traut adjourned the meeting at 4:16 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK
HELD MARCH 10, 2026

1. GENERAL

The City Council met in a regular session on Tuesday, March 10, 2026, at 5:00 p.m. in the City Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Traut presiding.

1A. CALL TO ORDER

1B. ROLL CALL

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

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

1C. INVOCATION

The Invocation was led by Pastor Ed Choi, Thanksgiving Church and BPPD Police Chaplain.

1D. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ethan Lopez, Beatty Middle School.

1E. CITY MANAGER REPORT

City Manager France reported on the following:

- Director of Government and Community Relations/City Clerk Vicuña informed the community of the recent reports regarding door-to-door collection of petition signatures. It was clarified that this is not a City-affiliated effort. Rather, an initiative petition is being circulated and signatures are being gathered to amend the zoning code to allow full-service grocery sales by discount super stores at the Buena Park Downtown Mall. Residents are encouraged to verify any petitions prior to signing. Please visit the City's official election page at www.buenapark.com/elections for more information, or contact the City Clerk's Office at (714) 562-3750 or cityclerk@buenapark.com for questions or concerns about the initiative process.
- 25th Annual Middle and High School Art Show Awards Reception, March 12, 2026, 6:00 p.m., in the Buena Park City Hall Council Chamber.
- 2026 Korean Resource Fair, March 14, 2026, 9:00 a.m. – 11:30 a.m., at the Buena Park Senior Center.
- OCFA Open House 2026, March 14, 2026, 10:00 a.m. – 3:00 p.m., at 1 Fire Authority Road, Irvine, CA 92602.
- Coloring with a Cop, March 18, 2026, 3:00 – 5:00 p.m. at the Buena Park Library.

2. PRESENTATIONS

2A. PRESENTATION BY ORANGE COUNTY BOARD OF SUPERVISORS CHAIR DOUG CHAFFEE ON THE GUN BUYBACK PROGRAM

OC Board of Supervisors Chair Chaffee presented certificates to the Buena Park Police Department officers who participated at the Gun Buyback Program event. Additionally, Chair Chaffee invited the Kids Fishing Derby that will be held on Saturday, March 14, 2026, 8:00 a.m. – 11:00 a.m. at 4442 Carbon Canyon Rd, Brea, CA 92823.

2B. PROCLAMATION RECOGNIZING MARCH 2026 AS WOMEN'S HISTORY MONTH

Vice Mayor Hoque and Council Member Sonne presented the Proclamation recognizing March 2026 as Women's History Month to WE LEAD BP. A video featuring women from WE LEAD BP and their contributions to the organization was presented to the City Council and meeting attendees.

3A. ORAL COMMUNICATIONS

Mayor Traut announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council.

Director of Government and Community Relations/City Clerk Vicuña acknowledged an email correspondence from Sam Giahi regarding implementing a City policy for use of AI to increase efficiency and speed of operations.

Art Brown, Buena Park resident and Buena Park Noon Lions member, spoke regarding the Buena Park Noon Lions' trip to San Clemente via the Metrolink train. An estimated 75 participants joined including members of the Climate Action Commission. Mr. Brown thanked Sustainability Manager Thai for coordinating the participation of the members of the Climate Action Commission.

Mr. Rodriguez, Buena Park resident, spoke regarding the issues raised concerning The Source property and ongoing illegal parking on Brenner Avenue.

Christine Marick, OC Commission on the Status of Women and Girls, spoke regarding the Commission's inaugural report on the status of women and girls in Orange County.

There being no additional requests to speak, Mayor Traut closed oral communications.

City Manager France provided an update on the issues raised by Mr. Rodriguez at last month's City Council meeting, and assured that City staff are working on resolving the matter.

4. CONSENT CALENDAR (4A – 4J)

Mayor Traut announced that Consent Calendar Item Nos. 4A through 4J would be acted upon by one motion affirming the actions as recommended on the agenda and agenda bills submitted and inquired if anyone present desired to have any item removed for separate consideration.. There being no requests for separate consideration, the following action was taken on Item Nos. 4A – 4J:

MOTION: Traut
SECOND: Ahn
AYES: Traut, Ahn, Franco, Hoque, Sonne
NOES: None

MOTION CARRIED that all actions recommended on Consent Calendar Item Nos. 4A – 4J be approved.

Minutes

4A. APPROVAL OF MINUTES
Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of February 24, 2026.

APPROVED the recommended action.

Finance 75

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS
Recommended Action: 1) Adopt Resolutions approving the Claims and Demands.

ADOPTED the following titled resolutions:

RESOLUTION NO. 15084
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $2,105,957.96 DEMAND NOS. 434671 THROUGH 434888 CANCELLED NOS. 431587, 431852, 431904, 433750, 434294, AND 434578

RESOLUTION NO. 15085
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,153,323.03 COVERING REGULAR PAYROLL ENDING FEBRUARY 13, 2026

Proclamations 119

4C. PROCLAMATION RECOGNIZING MARCH 2026 AS WOMEN'S HISTORY MONTH
Recommended Action: Approve Proclamation.

APPROVED the recommended action.

Contracts 70 C-3627 Public Works Proj. 125 PW-987

4D. FINAL PAYMENT TO LETNER ROOFING COMPANY FOR THE CITY YARD ROOF REPLACEMENT PROJECT
Recommended Action: 1) Accept the project as complete and approve a final payment to Letner Roofing in the amount of $4,400.91; and 2) Direct the Public Works Department to file a Notice of Completion.

APPROVED the recommended action.

Contracts 70 C-3656 Public Works Proj. 125 PW-992 Budgets 47

4E. APPROVE A CONTRACT WITH SQUARE SIGNS LLC FOR THE WILLIAM PEAK PARK MONUMENT SIGNS INSTALLATION PROJECT AND APPROVE AN ASSOCIATED BUDGET TRANSFER
Recommended Action: 1) Award a contract to Square Signs LLC in the amount of $37,000 for the William Peak Park Monument Signs Installation Project; 2) Authorize contingency funds in the amount of $4,000 in the same purchase order; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; 4) Authorize the City Manager and City Clerk to execute the contract; and, 5) Authorize a budget transfer in the amount of $45,000 from the Brenner Park Account (32-9806-290155) to the Park Monument Signs Account (11-9806-190065) for this purpose.

APPROVED the recommended action.

Budgets 47

4F. RESOLUTION APPROPRIATING FUNDS FOR PRIOR YEAR CAPITAL IMPROVEMENT PROJECTS, OTHER CARRYOVERS, AND MID-YEAR BUDGET ADJUSTMENTS
Recommended Action: 1) Adopt a resolution appropriating funds for prior year capital improvement projects, other carryovers, and mid-year budget adjustments.

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15086
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROPRIATING FUNDS FOR PRIOR YEAR CAPITAL IMPROVEMENT PROJECT CARRYOVERS, OTHER CARRYOVERS, AND MID-YEAR BUDGET ADJUSTMENTS

Purchasing 127

4G. PURCHASE AND INSTALLATION OF BATTERY BACKUP SYSTEM UPGRADES FOR VARIOUS TRAFFIC SIGNAL LOCATIONS FOR THE 25-26 ANNUAL BATTERY BACKUP UPGRADES PROJECT
Recommended Action: 1) Authorize the purchase of traffic signal battery backup upgrade equipment from Yunex, LLC for the 25-26 Annual Battery Backup Upgrades Project; and 2) Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080 (C).

APPROVED the recommended action.

Grants 185 Police Dept. 117 Budgets 185

4H. ACCEPT FUNDS ALLOCATED TO THE BUENA PARK POLICE DEPARTMENT BY THE COUNTY OF ORANGE UNDER THE PROP 69 DNA FINGERPRINT, UNSOLVED CRIME AND INNOCENCE PROTECTION ACT OF 2004, AND AUTHORIZE USE OF THE FUNDS FOR PURCHASING FORENSIC EQUIPMENT AND TRAINING
To accept funds allocated by the County under Prop 69 and expend those funds for a permissible purpose. The forensic equipment and tools approved by the County for procurement will enhance the collection and processing of DNA evidence at crime scenes.

Recommended Action: 1) Accept grant funds in the amount of $32,196, allocated by the County of Orange to the Buena Park Police Department, under the Proposition 69 DNA Fingerprint, Unsolved Crime and Innocence Protection Act of 2004 (“Prop 69”); 2) Authorize the purchase of one “FFLEX” Fuming Cabinet, one UV Kit for “FFLEX”, and “FFLEX” Product Training with these funds; and, 3) Authorize a budget appropriation in the amount of $32,200 for this purpose.

APPROVED the recommended action.

City Council 55

4I. APPROVAL OF BUENA PARK YOUTH MICROGRANT PROGRAM GUIDELINES
Recommended Action: 1) Approve the Buena Park Youth Microgrant Program guidelines.

APPROVED the recommended action.

Audits 40 Reports & Studies 129

4J. ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FOR THE YEAR ENDED JUNE 30, 2025
Recommended Action: 1) Receive and file the Annual Comprehensive Financial Report (ACFR) for the year ended June 2025.

APPROVED the recommended action.

END OF CONSENT CALENDAR

5. NEW BUSINESS (5A – 5B)

Contracts 70 C-3657 Public Works Proj. 125 PW-993 Budgets 47

5A. RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF A CONTRACT WITH HARDY AND HARPER, INC. FOR THE DALE STREET REHABILITATION PROJECT FROM CRESCENT AVENUE TO SR-91, AND APPROVING A COOPERATIVE AGREEMENT WITH THE CITY OF ANAHEIM
Presented by Jaden Miller, Principal Engineer

Recommended Action: 1) Adopt a resolution approving the plans and specifications for the Dale Street Rehabilitation Project from Crescent Avenue to SR-91; 2) Award a contract to Hardy and Harper, Inc. in the amount of $1,850,000; 3) Authorize contingency funds in the amount of $140,000 in the same purchase order; 4) Authorize construction engineering in the amount of $100,000; 5) Authorize a purchase order for the Solis Group in the amount of $6,000 for administration of the Community Workforce Agreement (CWA); 6) Authorize contingency funds in the amount of $1,000 for CWA administration; 7) Approve a cooperative agreement with the City of Anaheim for the Dale Street Rehabilitation Project; 8) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract and agreement; 9) Authorize the City Manager and City Clerk to execute the contract; 10) Authorize the Mayor, the Director of Public Works and the City Clerk to execute the agreement; and 11) Authorize a budget transfer in the amount of $700,000 from the Commonwealth Avenue Account (24-9806- 590190) for this purpose.

Principal Engineer Miller reported on the Dale Street Rehabilitation Project from Crescent Avenue to SR-91. The project will involve rehabilitating the asphalt pavement, removing and replacing damaged curb and gutter, cross gutters, sidewalks, and curb ramps that do not meet ADA compliance standards, as well as making necessary utility adjustments. Additionally, there would be installation of new Class II bike lanes from La Palma Avenue to the cul-de-sac near the SR-91 freeway, new enhanced visibility crosswalks, and additional signage in accordance with the CA MUTCD. The City notified the City of Anaheim that a small portion of the project lies within Anaheim's right-of-way at the intersection of Dale Street and Crescent Avenue, as well as along a segment of the cul-de-sac near the SR-91 freeway. City staff proposed a cooperative (CO-OP) agreement between Buena Park and Anaheim to rehabilitate the entire roadway, including the portions within Anaheim. Under the agreement, the City of Anaheim will reimburse the City of Buena Park for its proportionate share of the construction costs. The project was advertised for competitive bids on February 9, 2026 and six (6) bids were received and publicly opened on February 25, 2026. The lowest, responsible bid submitted by Hardy and Harper, Inc. of Lake Forest, California was in the amount of $1,850,000. Hardy and Harper, Inc. possesses the required contractor's license to complete the project and they have successfully completed similar pavement projects. It was recommended that the City Council award a contract to Hardy and Harper, Inc.; as well as approve contingency funds, construction engineering, and CWA administration services for a total project amount of $2,097,000. Staff also recommended entering into a cooperative agreement (CO-OP) with the City of Anaheim to receive reimbursement from Anaheim in the amount of $56,000. The original budget allocation for the project was $1,400,000; however, based on total project costs, an additional budget transfer of $700,000 from the Commonwealth account is required. Construction is anticipated to begin in April 2026 and be completed by June 2026. Finally, staff noted that they are preparing an "Art in Crosswalk" design to be incorporated into the crosswalk at Dale Street and Carnation Drive. The design will be developed in coordination with the City Council and the Cultural and Fine Arts Commission and will be implemented after the roadway rehabilitation work is completed.

MOTION: Sonne
SECOND: Franco
AYES: Sonne, Franco, Ahn, Hoque, Traut
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15087
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING PLANS AND SPECIFICATIONS FOR DALE STREET REHABILITATION PROJECT FROM CRESCENT AVENUE TO SR-91 IN SAID CITY

Grants 185 Budgets 47

5B. RESOLUTION ACCEPTING GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE 2026 COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY GRANT AND APPROVAL OF THE ASSOCIATED RESTRICTED GRANT AGREEMENT (RGA)
Presented by Lotus Thai, Sustainability Manager

Recommended Action: 1) Adopt a resolution accepting grant funds from the California Department of Transportation (Caltrans) for the Community Cleanup and Employment Pathway Grant in the total amount of $240,258; 2) Approve the Restricted Grant Agreement (RGA) with Caltrans for the grant; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 4) Authorize the City Manager and City Clerk to execute the RGA and other grant-related documents as necessary; and, 5) Approve a budget amendment in the amount of $240,300 for this purpose.

Sustainability Manager Thai indicated that the City submitted an application for the California Department of Transportation's (Caltrans) Community Cleanup and Employment Pathway Grant with the help of Townsend Public Affairs (TPA). The purpose of the grant is to support litter abatement and public right-of-way beautification efforts on locally owned property while providing workforce development opportunities for individuals facing barriers to employment. The City was awarded $240,258 to implement regular neighborhood cleanups from April 2026 through April 2027. The City intends to partner with Orange County Conservation Corps (OCCC) to provide at-risk young adults with training, employment, and educational programs through conservation-driven projects. Grant funds will also be used to pay for EDCO waste hauling fees, community engagement efforts, the reincorporation of the Fillmore/Jackson Owners' Association, and two part-time Code Enforcement Officers to maintain, report, and monitor the cleanup efforts. It was noted that cleanup efforts will be Citywide but the grant funds will mainly focus on three disadvantaged communities that receive a disproportionate number of illegal dumping calls for service: Fillmore/Jackson, Western/Fullerton, and Kingman/Franklin. "Free Declutter Days" will be hosted once a month to gather bulky items such as couches, refrigerators, and mattresses. Educational materials will be distributed highlighting EDCO's free bulky item pickup program, and this information will continue to be shared through the reestablished Fillmore/Jackson Owners' Association to encourage long-term proper disposal practices and reduce future illegal dumping. To sustain neighborhood cleanliness beyond the grant period, staff will continue providing education and outreach to residents.

Council Member Franco suggested the City partner with OC Apartments Association to take efforts further in ensuring the three neighborhoods identified stay clean.

Mayor Traut asked about the process taken to select areas to implement regular neighborhood cleanups.

Sustainability Manager Thai explained that the Code Enforcement Division provided the data of areas that the City receives disproportionate number of illegal dumping calls for service.

MOTION: Sonne
SECOND: Ahn
AYES: Sonne, Ahn, Franco, Hoque, Traut
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO.15088
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ACCEPTING GRANT FUNDS IN THE AMOUNT $240,258 FROM THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, COMMUNITY CLEANUP AND EMPLOYMENT PATHWAY GRANT AND DESIGNATING AND AUTHORIZING CERTAIN CITY OFFICIALS TO EXECUTE DOCUMENTS FOR THE PURPOSE OF ACCEPTING THE GRANT FUNDS

6. PUBLIC HEARING (6A)

Environmental Impact 179

6A. RESOLUTION ADOPTING FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE PEAK PARK WATER WELL PROJECT
Presented by Jason Tran, Associate Engineer

Recommended Action: 1) Adopt a resolution for the Initial Study/Mitigated Negative Declaration for the Peak Park Water Well project.

Mayor Traut stated that this was the time and place for a public hearing to consider the adoption of a resolution for the Initial Study/Mitigated Negative Declaration for the Peak Park Water Well project.

Associate Engineer Tran described the purpose of the Initial Study (IS) in pursuant to the California Environmental Quality Act (CEQA) and as it is associated with the construction and operations of the Peak Park Water Well Project. The Initial Study (IS) recommends mitigation measures that have been incorporated into the project to reduce potential significant environmental impacts. In accordance to CEQA guidelines, a Mitigated Negative Declaration (MND) is prepared to state that after incorporation of the mitigation measures, potentially significant environmental impacts would be eliminated or reduced to an insignificant level. Following completion of the study, staff and the consultant issued a Notice of Intent to Adopt the IS/MND, initiating a 30-day public review period between October and November 2025. Staff received comments during the review period, and the consultant prepared responses to those comments and incorporated them into the final IS/MND. As required by CEQA guidelines, the IS/MND will be implemented during the construction and operation of the Peak Park Water Well Project, which is expected to begin in Summer 2026 and be completed by Summer 2027.

Mayor Traut opened the public hearing and inquired if anyone present desired to speak. There being none, Mayor Traut closed the public hearing.

MOTION: Sonne
SECOND: Ahn
AYES: Sonne, Ahn, Franco, Hoque, Traut
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15089
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ADOPTING AN INITIAL STUDY / MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM FOR THE PEAK PARK WATER WELL PROJECT

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. REPORT

Council Member Ahn reported the following:
- February 25 BPPD Baker to Vegas Relay Running Team BBQ Fundraiser
- March 2 BP Community Academy
- March 3 AUHSD/City of Buena Park Liaison Meeting
- March 4 OC Sanitation District Operations Board Meeting
- March 6 Stakeholder Interview (Strategic Arts Master Plan)

Council Member Franco reported the following:
- City of Buena Park and Buena Park Noon Lions Trip to San Juan Capistrano
- Composting Workshop with FIT Committee and Cool OC

Council Member Franco requested a cleanup of the Beach Boulevard and 91 freeway off-ramp.

Council Member Sonne reported the following:
- March 2 BP Community Academy
- March 3 AUHSD/City of Buena Park Liaison Meeting
- March 9 OCPA Board Meeting

Council Member Sonne indicated that at its March 9, 2026 meeting, the OCPA Board reviewed the Renter Energy Efficiency Program which will roll out beginning March 12, 2026 with applications due by April 5, 2026. Council Member Sonne also calendared a review and consideration to support bills aimed at lowering energy costs.

Vice Mayor Hoque reported the following:
- February 25 OC Sanitation District Board Meeting
- March 1 4th Annual LA Grand Interfaith Event
- March 2 BP Community Academy
- March 3 AUHSD/City of Buena Park Liaison Meeting

Vice Mayor Hoque and Mayor Traut jointly calendared explore partnering with Knotts Berry Farm to host the first Summer Concerts in the Park at Independence Hall in celebration of America's 250th Birthday.

Mayor Traut reported the following:
- February 26 OCFA Board Meeting
- March 2 Stakeholder Interview (Strategic Arts Master Plan)
- March 2 BP Community Academy
- March 3 AUHSD/City of Buena Park Liaison Meeting
- March 3 Snacks and Sustainabili-Tea Workshop
- March 6 Read Across America at San Marino Elementary School
- March 6 North OC Ramadan Celebration
- March 7 Introductory City Meeting with an AI Plan Check System for ADUs

Mayor Traut indicated that at its February 26, 2026 meeting, the OCFA Board discussed supporting an item about enhancing the "Standards of Cover" for air operations.

8. RECESS/RECONVENE

Mayor Traut recessed the meeting at 6:03 p.m. and announced the meeting would be reconvened in the City Council Chamber. The meeting was reconvened at 6:15 p.m.

9. STUDY SESSION (9A – 9C)

9A. DISCUSS AND PROVIDE DIRECTION REGARDING FIFA WORLD CUP COMMUNITY VIEWING PARTIES AT THE SOURCE
Presented by Jessica Fewer, Senior Management Analyst

Senior Management Analyst Fewer discussed interest by Radio Korea about hosting community viewing parties at the Source OC (the Source) for the FIFA World Cup 2026 in June. Radio Korea has held similar events since 2006 in the Los Angeles area and is also in the process of planning a 2026 World Cup Los Angeles-area viewing party series. The proposed viewing parties at the Source will serve as the Orange County viewing destination being Buena Park as the Center of the Southland and the location of Koreatown. It was noted that Radio Korea proposed to host up to four community viewing parties at three locations within the Source – Main Plaza, Sunken Stairs, and Southwest Deck Area. The organizer's estimate that each viewing party at the three locations within the Source will attract approximately 1,000 to 1,500 attendees. Although the event is still in the planning stages, the organizers currently do not anticipate including alcohol sales, though they continue to explore that possibility. Attendees will also be encouraged to patronize existing eateries and restaurants onsite. The viewing parties would be free to the public and would not require a ticket. Radio Korea in partnership with OC Korean Chamber of Commerce, is requesting the City join the event as an official municipal planner. Showing the games in the aforementioned capacity requires a viewing license and the process would be easier and less expensive if the City agrees to be an official event partner. Radio Korea also understands that a Temporary Use Permit (TUP) from the Community and Economic Development Department will be required for these events. The TUP application process will provide detailed information on logistics, including security, traffic control, alcohol sales, parking, and other event-related considerations. Staff sought City Council direction on being an official partner of the viewing parties and authorization of the Mayor to sign the official partnership letter.

City Manager France spoke regarding requests to waive the $545 TUP fee and to acquire the payment of $6,000 – $8,000 in security costs for all four viewings.

Mayor Traut asked about a previous waiving of TUP fee for another event.

Director of Community and Economic Development Foulkes indicated that the City has previously waived a TUP fee for a state or regional legislator's event.

The City Council supported being an official partner of the viewing parties at the Source OC; waived the $545 TUP fee and security costs for all four viewings; and, authorized the Mayor to sign the official partnership letter.

9B. DISCUSS AND PROVIDE DIRECTION REGARDING THE NEIGHBORHOOD ACTION DAY PROGRAM
Presented by Jessica Fewer, Senior Management Analyst

Senior Management Analyst Fewer presented the proposed Neighborhood Action Day Program which aims to bring concentrated beautification efforts to targeted neighborhoods within the City to foster community pride and ownership. The proposal outlines a pilot program to carry out beautification efforts at two to three neighborhood sites prior to year-end. The locations must be geographically diverse throughout the City and no district may have more than one project. Senior Management Analyst Fewer described examples of small maintenance/upgrade projects similar to those done during Love Buena Park. This pilot program intends to quickly address minor neighborhood maintenance issues to prevent them from developing into more significant problems. While Public Works or other City staff will assist with project management, this program will call on neighbors, local non-profits, local churches, local organizations/businesses, scout troops, and school staff to complete the project. This is an effort to engage community members who have not previously participated in City programs or activities which is another goal of the program. Local businesses also have the opportunity to sponsor a project or provide in-kind volunteers on the day of the event. In return, they may have a banner displayed at the project site and be recognized in the City's social media posts about the event. Moreover, an ad hoc committee, comprised of two Council Members, a Public Works Department staff member and a staff member from any other relevant departments, will decide on site locations and scope of each project. Upon completion of a project, staff will report summary of the project details in the City Manager's Weekly. There is no budget allocated for the new, proposed program. Therefore, a budget allocation of $15,000 from the undesignated General Fund balance would be required to proceed with this item. Also, the City Council would need to appoint an ad-hoc committee to begin the discussion of potential project locations and details.

The City Council supported the pilot program budget allocation and established an ad-hoc committee comprised of Mayor Traut and Council Member Franco.

9C. DISCUSS AND PROVIDE DIRECTION REGARDING ALL PARKS PROJECTS TO BE SUBMITTED TO THE CLIMATE ACTION COMMISSION FOR REVIEW
Presented by Eddie Fenton, Assistant City Manager/Director of Human Resources

Assistant City Manager/Director of Human Resources Fenton discussed the roles and responsibilities of the Climate Action Commission as approved by the City Council through Ordinance No. 1720. At its February 24, 2026 meeting, Council Member Sonne requested discussion on all parks projects to be submitted to the Climate Action Commission for alignment with the Climate Action and Adaptation Plan (CAAP) and environmental excellence. Some benefits of the Climate Action Commission review of the CAAP include Strategic Plan alignment, climate resilience, and environmental justice. On the other hand, potential challenges may cause redundancy in the work of staff and consultants, authority exceed their intended advisory scope, project delays, and increased costs. Staff sought City Council direction on the intent to expand the Climate Action Commission's roles and responsibilities to include a review of all parks projects for alignment with the Climate Action and Adaptation Plan and environmental excellence; or an alternate direction.

Brandon Schooner, Climate Action Commissioner, spoke regarding the benefits of the Climate Action Commission review of parks projects to ensure that the plan is climate resiliency forward, and suggested the consideration of Climate Action Commission liaisons in the review of existing park projects.

The City Council discussed the importance to recognize the knowledge and expertise of the members of the Climate Action Commission in guiding the City Council make responsible decisions for the design of City parks; addition of the Climate Action Commission review of City parks as a form of input rather than sign off; allow the Climate Action Commission to provide feedback on park designs to designated Commission staff liaisons, City staff and the consultant; initiate a park redesign discussion between Climate Action Commission and City staff, and include the Climate Action Commission's recommendations with that of the Community Services and Cultural Engagement Commissions to be presented to the City Council for consideration; and, allow the Community Services Commission to seek feedback from other City Commissions as it relates to elements in the design of future park projects.

Council Member Sonne asked about a possibility that necessitates the Climate Action Commission make recommendations that is of significant cost to implement yet expedite to achieve the components set with the Climate Action and Adaptation Plan.

Director of Community Services Box and Director of Public Works Mikhael explained the status of certain parks projects and the potential incurred costs for the consultant to attend and present at another Commission meeting.

Assistant City Manager/Director of Human Resources Fenton spoke regarding possible alternatives of sharing the Climate Action Commission's input on park projects in alignment with the Climate Action and Adaptation Plan.

Sustainability Manager Thai indicated that there are components of the Climate Action and Adaptation Plan that require immediate attention or a more in-depth discussion while others could be deferred.

Director of Community and Economic Development Foulkes provided examples such as addition of EV parking in parking lots or installation of restroom facility fixtures, which align with the sustainability goals, are substantially less expensive to include during the design phase than to retrofit later. Additionally, as directed by the City Council, Director Foulkes and Sustainability Manager Thai acknowledged and accepted to relay the recommendations provided by the Climate Action Commission on park projects to Directors Box and Mikhael.

Brandon Schooner, Climate Action Commissioner, stated that the park designs were well-received and no major issues were noted. Mr. Schooner expressed concern on the minimal information received by the members of the Climate Action Commission compared to the information shared with the Cultural Engagement and Community Services Commissions. He stated the Climate Action Commission would like to be included in the process to be able to offer their perspectives; and, requested for the members of the Climate Action Commission be included, as Commissioners and not as audience members, in the discussion of park designs in the future.

For future parks, the City Council supported that information be forwarded through City staff to the Climate Action Commission for feedback and review, consistent with the Commission's stated purpose.

For Friendship Park and the District 2 Pocket Park, the City Council supported that information be forwarded through City staff to the Climate Action Commission for feedback and review consistent with the Commission's stated purpose.

10. CITY MANAGER REPORT

City Manager France reported on the following:

- Corey Elementary School College and Career Day, March 13, 2026, 9:00 a.m. – 12:00 p.m.
- Climate Action Commission Meeting to review and discuss Friendship Park design on April 7, 2026.
- City Council to hold a final review of Friendship Park on April 14, 2026.
- Climate Action Commission Meeting to review and discuss District 2 Pocket Park design on May 5, 2026.
- City Council Meeting to hold a final review of District 2 Pocket Park on May 12, 2026.
- St. Patrick's Day, March 17, 2026, 2:30 – 3:30 p.m., at the Mayor's Garden.

11. COMMISSION & COMMITTEE UPDATES

Director of Government and Community Relations/City Clerk Vicuña indicated that the City continuously accepts applications for commissions and committees. Interested residents may contact their District Council Member, submit an application online, or contact the City Clerk's Office for more information.

12. ADJOURNMENT

There being no further business, Mayor Traut adjourned the meeting at 7:15 p.m.

_____
Mayor

ATTEST:

_____
Assistant City Clerk

March 24, 2026
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 434889-435109 reso.pdf
Claims 434889-435109 att1of2 resolist.pdf
Claims 434889-435109 att2of2 voids.pdf
Claims PR022626 retiree reso.pdf
Claims PR022626 retiree att1of1 resolist.pdf
Claims PR030626 reso.pdf
Claims PR030626 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 $1,653,686.97 DEMAND NOS., 434889 THROUGH 435109 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. 434889 through 435109 the sum of $1,653,686.97 set forth on the 20-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 _____ 2026 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 _____ 2026

_____
City Clerk

SELECTION CRITERIA: transact.trans_date between '20260226 00:00:00.000' and '20260311 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	434889	03/11/26	10005077	JAVIER GOMEZ	731150	CFORMS/WEB APP/MAR26	0.00	450.00
1011	434890	03/11/26	10003794	A T & T	170670	9391054290 FEB-26	0.00	31.84
1011	434890	03/11/26	10003794	A T & T	126143	9391026115 FEB-26	0.00	31.85
1011	434890	03/11/26	10003794	A T & T	170670	9391050380 FEB-26	0.00	31.85
1011	434890	03/11/26	10003794	A T & T	170670	9391026113 FEB-26	0.00	31.85
1011	434890	03/11/26	10003794	A T & T	170670	9391026112 FEB-26	0.00	31.85
1011	434890	03/11/26	10003794	A T & T	170670	9391026056 FEB-26	0.00	31.85
1011	434890	03/11/26	10003794	A T & T	170670	9391026055 FEB-26	0.00	31.85
1011	434890	03/11/26	10003794	A T & T	126143	9391026070 FEB-26	0.00	62.12
1011	434890	03/11/26	10003794	A T & T	170670	9391026049 FEB-26	0.00	218.57
1011	434890	03/11/26	10003794	A T & T	660241	9391026088 FEB-26	0.00	243.77
1011	434890	03/11/26	10003794	A T & T	660241	9391031458 FEB-26	0.00	312.90
1011	434890	03/11/26	10003794	A T & T	170670	9391036465 FEB-26	0.00	462.46
1011	434890	03/11/26	10003794	A T & T	650302	9391050275 FEB-26	0.00	62.12
1011	434890	03/11/26	10003794	A T & T	650302	9391031455 FEB-26	0.00	209.10
1011	434890	03/11/26	10003794	A T & T	126143	9391026072 FEB-26	0.00	31.84
TOTAL CHECK							0.00	1,825.82
1011	434891	03/11/26	10004247	A T & T MOBILITY	170670	287261541007 FEB-26	0.00	91.22
1011	434892	03/11/26	10004247	A T & T MOBILITY	126143	287345550627 FEB-26	0.00	220.48
1011	434893	03/11/26	10004247	A T & T MOBILITY	275305	828554058 FEB-26	0.00	131.30
1011	434894	03/11/26	10004247	A T & T MOBILITY	731150	996095853 FEB-26	0.00	313.38
1011	434895	03/11/26	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL	0.00	95.00
1011	434896	03/11/26	10014897	ABUNDIS, LISA DEEANA	52	UB REFUND	0.00	85.24
1011	434897	03/11/26	00003929	AFLAC	73	FEB-26 BILLING	0.00	7,973.48
1011	434898	03/11/26	10014356	AIR CONDITIONING SOLUTIO	106131	HVAC REPAIR	0.00	4,284.00
1011	434899	03/11/26	10013157	AIRGAP LABS, LLC	650303	FAP-441K-A / FORTIAP-4	614.85	7,641.65
1011	434899	03/11/26	10013157	AIRGAP LABS, LLC	650303	FC-10-FP41K-247-02-36	0.00	2,593.60
1011	434899	03/11/26	10013157	AIRGAP LABS, LLC	650303	SHIPPING	0.00	193.08
TOTAL CHECK							614.85	10,428.33
1011	434900	03/11/26	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GRD 2/1-14/26	0.00	10,861.20
1011	434901	03/11/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW MO RET/NOV25	0.00	22,500.00
1011	434901	03/11/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW COSTS/NOV-26	0.00	1,877.80
1011	434901	03/11/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	SPEC.LEGAL SVC/NOV-26	0.00	3,051.50
1011	434901	03/11/26	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY CSE#2/NOV26	0.00	343.00
TOTAL CHECK							0.00	27,772.30
1011	434902	03/11/26	10014914	AMERICAN SUPREME ROOFING	11	REF/RF-36-32 WASTE	0.00	504.00
1011	434903	03/11/26	00005384	ANDY GUMP, INC	860810	RESTROOM SVC	0.00	60.50
1011	434903	03/11/26	00005384	ANDY GUMP, INC	860810	RESTROOM SVC	0.00	322.69

SELECTION CRITERIA: transact.trans_date between '20260226 00:00:00.000' and '20260311 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							0.00	383.19
1011	434904	03/11/26	10005858	APEX UNIVERSAL, INC.	560231	CALIFORNIA TYPE 2 GLAS	0.00	1,280.00
1011	434904	03/11/26	10005858	APEX UNIVERSAL, INC.	560231	SALES TAX	0.00	137.60
TOTAL CHECK							0.00	1,417.60
1011	434905	03/11/26	10014899	AUTOMOBILE CLUB OF SO. C	106118	PODCAST EPISODE	0.00	2,500.00
1011	434905	03/11/26	10014899	AUTOMOBILE CLUB OF SO. C	106117	PODCAST EPISODE	0.00	4,833.00
TOTAL CHECK							0.00	7,333.00
1011	434906	03/11/26	00001778	AYERS DISTRIBUTING CORP	275140	TOY FILLED PLASTIC EGG	0.00	894.00
1011	434906	03/11/26	00001778	AYERS DISTRIBUTING CORP	275140	CANDY FILLED PLASTIC E	0.00	894.00
TOTAL CHECK							0.00	1,788.00
1011	434907	03/11/26	00006700	B L WALLACE DISTRIBUTOR	352363	STOCK LID	0.00	63.51
1011	434908	03/11/26	10007722	SELF INSURED SERVICES CO	73	LTD & LIFE/FEB-26	0.00	3,907.31
1011	434908	03/11/26	10007722	SELF INSURED SERVICES CO	73	LTD & LIFE/FEB-26	0.00	6,275.31
TOTAL CHECK							0.00	10,182.62
1011	434909	03/11/26	10013139	CHRISTINA BELTRAN	650208	REIMB/UNCOVER OPER.	0.00	350.00
1011	434910	03/11/26	10006864	SELF INSURED SERVICES CO	73	DENTAL INVOICE/FEB-26	0.00	25,321.30
1011	434911	03/11/26	10007684	BEST LAWNMOWER, INC	860810	EQUIPMENT REPAIR	0.00	90.07
1011	434911	03/11/26	10007684	BEST LAWNMOWER, INC	860810	SUPPLIES	0.00	125.05
TOTAL CHECK							0.00	215.12
1011	434912	03/11/26	10010196	BKF ENGINEERS	490025	KNOTT DRAIN/FEB-26	0.00	5,823.00
1011	434913	03/11/26	10014704	BLACK KNIGHT INFOSERV, L	126128	SITEXPRO MO SUB/FEB26	0.00	300.00
1011	434914	03/11/26	10011115	BLANK ROME LLP	110105	AVD.BUTTERFLY/JAN-26	0.00	62,609.68
1011	434915	03/11/26	10002369	BRINK'S INCORPORATED	11	SERVICE FOR FEB-26	0.00	1,320.46
1011	434916	03/11/26	10011862	PETER JOSEPH BUCKNAM	560211	PAVEMENT PROG/JAN-26	0.00	8,709.30
1011	434917	03/11/26	00000015	BUENA PARK LOCK & KEY SH	170670	HARDWARE	0.00	63.02
1011	434917	03/11/26	00000015	BUENA PARK LOCK & KEY SH	170670	KEYS	0.00	29.31
TOTAL CHECK							0.00	92.33
1011	434918	03/11/26	00000407	CAMERON WELDING SUPPLY I	171710	MONTHLY RENTAL	0.00	27.50
1011	434918	03/11/26	00000407	CAMERON WELDING SUPPLY I	171710	MONTHLY RENTAL	0.00	278.10
TOTAL CHECK							0.00	305.60
1011	434919	03/11/26	10014128	ROBERT CARIGMA	11	REF/DEPOSIT#R12619	0.00	500.00
1011	434920	03/11/26	10014902	MARY CASTILLO	875805	REF DEPOSIT#R12984	0.00	264.00
1011	434920	03/11/26	10014902	MARY CASTILLO	11	REF DEPOSIT#R12984	0.00	500.00
TOTAL CHECK							0.00	764.00

SELECTION CRITERIA: transact.trans_date between '20260226 00:00:00.000' and '20260311 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	434921	03/11/26	10004469	CERRITOS DODGE CHRYSLER	171710	ORING, PUMP	0.00	585.41
1011	434921	03/11/26	10004469	CERRITOS DODGE CHRYSLER	171710	PAN, SHIELD	0.00	418.81
TOTAL CHECK							0.00	1,004.22
1011	434922	03/11/26	10014822	CERTIFIED TRAVEL MEDIA,	995100	MO.FULLFILLMENT	0.00	145.60
1011	434923	03/11/26	10012931	CHARTER COMMUNICATIONS	170670	188676301 FEB-26	0.00	694.08
1011	434924	03/11/26	10012931	CHARTER COMMUNICATIONS	170670	188676701 FEB-26	0.00	239.39
1011	434925	03/11/26	10012931	CHARTER COMMUNICATIONS	170670	188676901 FEB-26	0.00	400.00
1011	434926	03/11/26	10013748	YONG CHOI	275120	SUN DO TAE/WINTER-26	0.00	229.42
1011	434927	03/11/26	10011435	CLEAN DIESEL SPECIALISTS	171710	SMOG CHECKS	0.00	420.54
1011	434928	03/11/26	00001357	CM WASH EQUIPMENT INC.	171710	SERVICE REPAIR	0.00	588.42
1011	434928	03/11/26	00001357	CM WASH EQUIPMENT INC.	171710	SERVICE REPAIR	0.00	634.48
TOTAL CHECK							0.00	1,222.90
1011	434929	03/11/26	00005774	THE CODE GROUP, INC.	731150	DANNY RODRIGUEZ/FEB26	0.00	15,770.00
1011	434930	03/11/26	10012192	COSTAR REALTY INFORMATIO	632110	COSTAR MAR-26	0.00	460.41
1011	434931	03/11/26	10002389	COUNTY OF ORANGE TREASUR	550502	SURCHG/CITES/JAN-26	0.00	7,867.50
1011	434932	03/11/26	10002389	COUNTY OF ORANGE TREASUR	650302	ROUTER/JAN-26	0.00	1,129.32
1011	434933	03/11/26	10014763	COWBOYS ROOFING INC.	11	REF/RF-25-324 WASTE	0.00	323.10
1011	434934	03/11/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORM-CASTRO	0.00	176.65
1011	434934	03/11/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORM-SAUCEDA	0.00	190.49
1011	434934	03/11/26	10011541	L.N. CURTIS AND SONS	651612	UNIFORMS	0.00	76.06
1011	434934	03/11/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	150.62
1011	434934	03/11/26	10011541	L.N. CURTIS AND SONS	651612	UNIFORMS	0.00	195.45
1011	434934	03/11/26	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	312.54
TOTAL CHECK							0.00	1,101.81
1011	434935	03/11/26	10008234	CUSTOM INTERIORS BY SONN	171710	UPHOLSTERY	0.00	780.00
1011	434935	03/11/26	10008234	CUSTOM INTERIORS BY SONN	171710	UPHOLSTERY	0.00	780.00
TOTAL CHECK							0.00	1,560.00
1011	434936	03/11/26	00000711	CITY OF CYPRESS	560230	SHAR TRF SIG.MAINT.	0.00	200.62
1011	434936	03/11/26	00000711	CITY OF CYPRESS	560230	SHAR TRF SIG MAINT.	0.00	253.86
1011	434936	03/11/26	00000711	CITY OF CYPRESS	560230	SHAR TRF SIG MAINT.	0.00	479.39
1011	434936	03/11/26	00000711	CITY OF CYPRESS	560230	SHAR TRF SIG MAINT.	0.00	490.71
1011	434936	03/11/26	00000711	CITY OF CYPRESS	560230	SHAR TRF SIG MAINT.	0.00	984.61
TOTAL CHECK							0.00	2,409.19
1011	434937	03/11/26	00000741	DELL MARKETING L P	126143	DELL PRO MAX 16 PLUS M	0.00	6,700.00
1011	434937	03/11/26	00000741	DELL MARKETING L P	126143	DELL PRO THUNDERBOLT 5	0.00	1,305.00
1011	434937	03/11/26	00000741	DELL MARKETING L P	126143	TAX	0.00	629.98

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ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							0.00	8,634.98
1011	434938	03/11/26	00000492	DEPARTMENT OF JUSTICE	121110	FINGERPRINTS/JAN-26	0.00	170.00
1011	434939	03/11/26	10008875	THOMAS F. DONINI	275315	DJ SVC 03/07/26	0.00	400.00
1011	434940	03/11/26	10014203	DYNAMIC BUILDERS INC	11	REF/#E24-0185 PERMIT	0.00	6,030.00
1011	434941	03/11/26	10013105	EATON, GLENN	52	UB REFUND	0.00	208.23
1011	434942	03/11/26	00000039	ENTENMANN ROVIN COMPANY	650208	REFINISH/4 DOME BADGE	0.00	215.90
1011	434943	03/11/26	10014911	EPIC ROOF REPLACEMENT	11	REF/RF-26-12 WASTE	0.00	600.00
1011	434944	03/11/26	10008311	EVERETT DOREY, LLP	107420	GRACE, MICHAEL	0.00	1,129.15
1011	434944	03/11/26	10008311	EVERETT DOREY, LLP	107420	NAM, JI YEON	0.00	1,057.50
1011	434944	03/11/26	10008311	EVERETT DOREY, LLP	107420	REYNOLDS, MARION	0.00	1,810.50
1011	434944	03/11/26	10008311	EVERETT DOREY, LLP	107420	GRACE, MICHAEL	0.00	841.50
1011	434944	03/11/26	10008311	EVERETT DOREY, LLP	107420	REYNOLDS, MARION	0.00	2,116.01
1011	434944	03/11/26	10008311	EVERETT DOREY, LLP	107420	NAM, JI YEON	0.00	4,657.50
1011	434944	03/11/26	10008311	EVERETT DOREY, LLP	107420	REYNOLDS, MARION	0.00	4,080.00
1011	434944	03/11/26	10008311	EVERETT DOREY, LLP	107420	NAM, JI YEON	0.00	7,042.50
1011	434944	03/11/26	10008311	EVERETT DOREY, LLP	107420	NAM, JI YEON	0.00	6,595.50
1011	434944	03/11/26	10008311	EVERETT DOREY, LLP	107420	REYNOLDS, MARION	0.00	12,691.55
TOTAL CHECK							0.00	42,021.71
1011	434945	03/11/26	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	336.16
1011	434945	03/11/26	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	510.21
1011	434945	03/11/26	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	638.85
1011	434945	03/11/26	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	832.70
1011	434945	03/11/26	10013499	EWING IRRIGATION PRODUCT	860810	UNIFORMS	0.00	11.67
1011	434945	03/11/26	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	12.34
1011	434945	03/11/26	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	92.85
1011	434945	03/11/26	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	295.05
1011	434945	03/11/26	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	80.06
TOTAL CHECK							0.00	2,809.89
1011	434946	03/11/26	10004626	EXPEDIA, INC.	995100	EXPEDIA ADS	0.00	21,071.26
1011	434947	03/11/26	00008579	EXPERIAN INFORMATION SOL	650105	CIS ONLINE/JAN-26	0.00	77.96
1011	434948	03/11/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BRAKES, FILTERS	0.00	190.46
1011	434948	03/11/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FUEL INJECTOR	0.00	256.66
1011	434948	03/11/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTER, VALVE	0.00	61.48
1011	434948	03/11/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	40.00
1011	434948	03/11/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	DEF FLUID	0.00	53.66
1011	434948	03/11/26	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	130.91
TOTAL CHECK							0.00	733.17
1011	434949	03/11/26	10008558	BYRON FERGUSON	275135	YT OFFIC 2/19-3/4/26	0.00	924.00
1011	434950	03/11/26	00003881	FERGUSON ENTERPRISES, IN	170670	PLUMBING	0.00	392.66

SELECTION CRITERIA: transact.trans_date between '20260226 00:00:00.000' and '20260311 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	434950	03/11/26	00003881	FERGUSON ENTERPRISES, IN	170670	PLUMBING	0.00	302.80
TOTAL CHECK							0.00	695.46
1011	434951	03/11/26	00004661	FERGUSON, PRAET & SHERMA	107420	DAVID SULLIVAN	0.00	325.00
1011	434951	03/11/26	00004661	FERGUSON, PRAET & SHERMA	107420	DAVID SULLIVAN	0.00	637.15
TOTAL CHECK							0.00	962.15
1011	434952	03/11/26	10003190	FOOD 4 LESS	275405	BPCC SUPPLIES	0.00	10.75
1011	434952	03/11/26	10003190	FOOD 4 LESS	275605	WINGS AFTERSCHOOL	0.00	120.71
1011	434952	03/11/26	10003190	FOOD 4 LESS	275606	ELOP FOOD SUPPLIES	0.00	105.78
1011	434952	03/11/26	10003190	FOOD 4 LESS	275405	BPCC SUPPLIES	0.00	10.76
1011	434952	03/11/26	10003190	FOOD 4 LESS	275605	WINGS AFTERSCHOOL	0.00	13.56
1011	434952	03/11/26	10003190	FOOD 4 LESS	275605	WINGS AFTERSCHOOL	0.00	158.02
1011	434952	03/11/26	10003190	FOOD 4 LESS	732044	EMERGENCY FOOD SUPPLY	0.00	253.95
1011	434952	03/11/26	10003190	FOOD 4 LESS	275405	BPCC SUPPLIES	0.00	8.93
1011	434952	03/11/26	10003190	FOOD 4 LESS	275605	WINGS AFTERSCHOOL	0.00	22.43
TOTAL CHECK							0.00	704.89
1011	434953	03/11/26	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011	434954	03/11/26	10002147	FUJITEC AMERICA, INC.	170670	ELEVATOR MAINT	0.00	478.53
1011	434955	03/11/26	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO	0.00	312.11
1011	434955	03/11/26	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	495.90
1011	434955	03/11/26	00000046	FULLER ENGINEERING INC	352363	CL2 FOR BOISSERANC	0.00	1,301.74
1011	434955	03/11/26	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	326.25
1011	434955	03/11/26	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO	0.00	481.76
TOTAL CHECK							0.00	2,917.76
1011	434956	03/11/26	00004593	FUN ON THE FARM, INC.	275120	HORSE FUN/WINTER-26	0.00	166.24
1011	434957	03/11/26	00002221	MICHAEL GALOS	650409	REIMB/4 FARADAY BAGS	0.00	125.60
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	21.23
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	21.73
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	170670	PAINT	0.00	28.34
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	57.25
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	215.40
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	31.48
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	51.09
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	100.77
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	195.83
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	349.98
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	32.09
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	632110	PROPERTY MAINT SUPPLY	0.00	38.01
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	560640	STAKES	0.00	88.50
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	632110	PROPERTY MAINT SUPPLY	0.00	43.46
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	275150	MARSHAL SUPPLIES	0.00	43.48
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	352363	TRUCK STOCK	0.00	130.48
1011	434958	03/11/26	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	228.18
TOTAL CHECK							0.00	1,677.30

SELECTION CRITERIA: transact.trans_date between '20260226 00:00:00.000' and '20260311 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	434959	03/11/26	10014878	VANESSA GARCIA	275135	YT OFFIC 2/19-3/04/26	0.00	84.00
1011	434960	03/11/26	10013966	ICC CODIFICATION, INC	115110	SUPPLEMENT PAGES	0.00	3,219.50
1011	434961	03/11/26	10001832	GHD INC	11	8150 LA PALMA TRACT	0.00	2,495.50
1011	434961	03/11/26	10001832	GHD INC	11	8150 LA PALMA TRACT	0.00	101.00
1011	434961	03/11/26	10001832	GHD INC	11	6001 BEACH	0.00	129.98
1011	434961	03/11/26	10001832	GHD INC	11	6302 LOS ROBLES	0.00	267.38
1011	434961	03/11/26	10001832	GHD INC	11	7101 LINCOLN	0.00	445.63
1011	434961	03/11/26	10001832	GHD INC	11	8150 LA PALMA TRACT	0.00	485.75
1011	434961	03/11/26	10001832	GHD INC	11	7682 CRAIG	0.00	1,598.75
1011	434961	03/11/26	10001832	GHD INC	11	6685 NAOMI	0.00	283.01
1011	434961	03/11/26	10001832	GHD INC	11	6870 NAOMI AVE	0.00	178.25
TOTAL CHECK							0.00	5,985.25
1011	434962	03/11/26	10008749	GOOGLE INC.	995100	ADS/FEB-26	0.00	9,986.80
1011	434963	03/11/26	00000055	GRAINGER INC	171710	PAINT	0.00	87.95
1011	434964	03/11/26	10014912	HELEN GRAY	11	REF/RF-25-294 WASTE	0.00	502.20
1011	434965	03/11/26	10007358	GREEN ROCKET SECURITY IN	650303	GREEN RADIUS RENEW	0.00	3,382.13
1011	434965	03/11/26	10007358	GREEN ROCKET SECURITY IN	126143	GREEN RADIUS RENEW	0.00	3,382.13
TOTAL CHECK							0.00	6,764.26
1011	434966	03/11/26	10014407	MARIO HABCHI	126128	HIP202425 ROBLES	0.00	15,260.00
1011	434967	03/11/26	10000675	HARRELL & COMPANY ADVISO	997100	FY24-25 CDIAC DEBT	0.00	500.00
1011	434967	03/11/26	10000675	HARRELL & COMPANY ADVISO	196312	FY24-25 CONT.DISCLOSU	0.00	750.00
1011	434967	03/11/26	10000675	HARRELL & COMPANY ADVISO	196312	FY24-25 CONT.DISCLOSU	0.00	750.00
1011	434967	03/11/26	10000675	HARRELL & COMPANY ADVISO	196312	FY24-25 CDIAC DEBT	0.00	1,000.00
1011	434967	03/11/26	10000675	HARRELL & COMPANY ADVISO	352267	FY24-25 CDIAC DEBT	0.00	500.00
1011	434967	03/11/26	10000675	HARRELL & COMPANY ADVISO	11	FY24-25 CONT.DISCLOSU	0.00	2,000.00
1011	434967	03/11/26	10000675	HARRELL & COMPANY ADVISO	997100	FY24-25 CONT.DISCLOSU	0.00	2,200.00
TOTAL CHECK							0.00	7,700.00
1011	434968	03/11/26	10012288	HASA INC.	860820	CHEMICALS	0.00	33.40
1011	434968	03/11/26	10012288	HASA INC.	860820	CHEMICALS	0.00	190.51
1011	434968	03/11/26	10012288	HASA INC.	860820	POOL SERVICE	0.00	950.00
1011	434968	03/11/26	10012288	HASA INC.	860820	POOL SERVICE	0.00	1,150.00
TOTAL CHECK							0.00	2,323.91
1011	434969	03/11/26	10012247	THE HILLER COMPANIES, IN	106131	FIRE ALARM REPAIR	0.00	574.00
1011	434969	03/11/26	10012247	THE HILLER COMPANIES, IN	106131	FIRE ALARM MAINT	0.00	1,600.00
TOTAL CHECK							0.00	2,174.00
1011	434970	03/11/26	10001632	HERMAN WEISSKER INC	396825	CHG.ORD.#14	0.00	22,898.40
1011	434971	03/11/26	10013659	HI STANDARD AUTOMOTIVE,	650701	UPFITTING VEH/FEB-26	0.00	7,897.09
1011	434971	03/11/26	10013659	HI STANDARD AUTOMOTIVE,	171710	UPFITTING VEH/FEB-26	0.00	7,897.10
TOTAL CHECK							0.00	15,794.19

SELECTION CRITERIA: transact.trans_date between '20260226 00:00:00.000' and '20260311 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	860810	IRRIGATION	0.00	114.24
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	113.05
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	352363	WOOD FOR DUMP	0.00	42.33
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	352363	DRINKS MAIN BREAK	0.00	44.46
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	108.36
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	352363	LINDEN WELL	0.00	27.38
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	452410	TRAILER SUPPLIES	0.00	37.14
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	68.90
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	352363	CHAIN FOR GATE	0.00	10.02
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	352363	TRAILER FOR SAW STOCK	0.00	58.12
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	78.05
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	352363	WINDOW SCREEN	0.00	74.96
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	206.14
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	336.13
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	122.71
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	452410	SAFETY PPE	0.00	193.95
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	352363	PRE LUBE LINE	0.00	144.96
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	160.09
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	352363	LINDEN WELL	0.00	145.56
1011	434972	03/11/26	00000057	HOME DEPOT / GECF	632110	PROPERTY MAINT SUPPLY	0.00	82.87
TOTAL CHECK							0.00	2,169.42
1011	434973	03/11/26	00007685	ALEX HONG	650208	SLI #564 S7 4/2-4/26	0.00	384.00
1011	434974	03/11/26	10014891	SANDER HUANG	11	REF/B-25-1383 WASTE	0.00	555.00
1011	434975	03/11/26	10009091	HUE C LUU	731150	ENG SVCS/FEB-26 FINAL	0.00	3,740.00
1011	434976	03/11/26	00009858	HUNTINGTON BEACH HONDA I	171710	QUAD TIRE	0.00	344.76
1011	434977	03/11/26	10013205	CONNIE HURTADO	275145	REIMB/CPRS REG	0.00	375.00
1011	434978	03/11/26	10012742	INFOSEND, INC	352267	SVCS & MATERIAL/JAN26	0.00	1,372.26
1011	434978	03/11/26	10012742	INFOSEND, INC	352267	POSTAGE/JAN-26	0.00	5,168.52
TOTAL CHECK							0.00	6,540.78
1011	434979	03/11/26	10014909	KENNETH IVERSON	731105	REBATE ELECT.EQUIPMNT	0.00	150.00
1011	434980	03/11/26	00010018	JOSEPH M JACKSON	275405	BOXING/YOGA/WINTER-26	0.00	171.57
1011	434980	03/11/26	00010018	JOSEPH M JACKSON	275120	BOXING/YOGA/WINTER-26	0.00	595.84
TOTAL CHECK							0.00	767.41
1011	434981	03/11/26	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERY STOCK	0.00	237.49
1011	434981	03/11/26	00009561	TRADITIONAL AUTO SUPPLY	171710	OIL	0.00	384.72
1011	434981	03/11/26	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERY	0.00	197.95
1011	434981	03/11/26	00009561	TRADITIONAL AUTO SUPPLY	171710	WRONG PARTS	0.00	104.09
1011	434981	03/11/26	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-104.09
1011	434981	03/11/26	00009561	TRADITIONAL AUTO SUPPLY	171710	HUBCAP VENTS	0.00	27.86
1011	434981	03/11/26	00009561	TRADITIONAL AUTO SUPPLY	171710	LEAF SPRINGS	0.00	134.36
TOTAL CHECK							0.00	982.38
1011	434982	03/11/26	10014910	JAY'S ROOFING	11	REF/RF-26-4 WASTE	0.00	468.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	434983	03/11/26	10013958	HYUN S. KIM	650208	AXON CF26, 4/7-1/26	0.00	512.00
1011	434984	03/11/26	10014900	JUN KIM	11	REF DEPOSIT#R13099	0.00	500.00
1011	434985	03/11/26	10014913	SUN KIM	107420	GEN CLAIM STLMT#26-08	0.00	347.17
1011	434986	03/11/26	10014896	KIM, BONG HEE	52	UB REFUND	0.00	463.55
1011	434987	03/11/26	10012442	KIMLEY-HORN AND ASSOCIAT	190066	SAFE ROUTE/JAN-26	0.00	23,874.27
1011	434987	03/11/26	10012442	KIMLEY-HORN AND ASSOCIAT	190066	SAFE ROUTE/DEC-25	0.00	10,702.10
1011	434987	03/11/26	10012442	KIMLEY-HORN AND ASSOCIAT	190066	SAFE ROUTE/NOV-25	0.00	25,255.51
TOTAL CHECK							0.00	59,831.88
1011	434988	03/11/26	10014898	KING BROADCASTING COMPAN	995100	HOSTED MEDIA FEB-26	0.00	10,000.00
1011	434988	03/11/26	10014898	KING BROADCASTING COMPAN	995100	HOSTED MEDIA FEB-26	0.00	1,048.49
TOTAL CHECK							0.00	11,048.49
1011	434989	03/11/26	10006304	SCOTT KVENBO	352363	REIMB/BOOT PURCHASE	0.00	350.00
1011	434990	03/11/26	10007915	LANAIR GROUP, LLC	126143	365 RENEWAL/MAR-26	0.00	2,255.00
1011	434991	03/11/26	10014474	XUAN LAM HOANG LE	731105	REBATE ELECT EQUIPMNT	0.00	49.99
1011	434992	03/11/26	00000069	LESLIE'S POOL SUPPLIES I	860820	POOL SUPPLIES	0.00	634.38
1011	434992	03/11/26	00000069	LESLIE'S POOL SUPPLIES I	860820	POOL SUPPLIES	0.00	1,470.99
TOTAL CHECK							0.00	2,105.37
1011	434993	03/11/26	10012952	LOOPNET	632110	LOOPNET MAR-26	0.00	111.96
1011	434994	03/11/26	00000077	LU'S LIGHTHOUSE INC	171710	LED ROUND	0.00	27.66
1011	434994	03/11/26	00000077	LU'S LIGHTHOUSE INC	171710	FIRE EXTINGUISHER	0.00	351.57
1011	434994	03/11/26	00000077	LU'S LIGHTHOUSE INC	171710	LED LIGHTS	0.00	1,494.35
TOTAL CHECK							0.00	1,873.58
1011	434995	03/11/26	10014906	KAYLA MARION	11	REF/E26-0047/6882 ORE	0.00	100.00
1011	434996	03/11/26	10012134	CASEY MCDANIEL	275150	SCORKEEP 2/14-27/26	0.00	34.00
1011	434997	03/11/26	10011814	JULIAN MEDRANO	650208	REIMB/UNCOVER OPER.	0.00	350.00
1011	434998	03/11/26	10011642	STEVEN MENDOZA	107420	GEN CLAIM STLMT#26-09	0.00	500.48
1011	434999	03/11/26	00003714	METRO FLUID CONNECTORS I	171710	PRESSURE HOSE	0.00	356.16
1011	434999	03/11/26	00003714	METRO FLUID CONNECTORS I	860815	GRAFFITI	0.00	1,334.82
TOTAL CHECK							0.00	1,690.98
1011	435000	03/11/26	10007939	METROPOLITAN TRANSPORTAT	560211	STREETSAVER ANNUAL SUB	0.00	3,500.00
1011	435001	03/11/26	10005546	MID CITY'S ELECTRIC, INC	170670	LIGHTING REPAIR	0.00	2,402.00
1011	435001	03/11/26	10005546	MID CITY'S ELECTRIC, INC	170670	LIGHTING INSTALL	0.00	4,707.24
1011	435001	03/11/26	10005546	MID CITY'S ELECTRIC, INC	860810	ELECTRICAL REPAIR	0.00	1,254.37

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435001	03/11/26	10005546	MID CITY'S ELECTRIC, INC	170670	ELECTRICAL	0.00	1,365.00
TOTAL CHECK							0.00	9,728.61
1011	435002	03/11/26	10014917	ISIDRO MONROY	11	RF/E25-0327/6350 MARC	0.00	100.00
1011	435003	03/11/26	10004764	TIFFANEY DANIELLE MORENO	275120	YOGA/WINTER-26	0.00	351.78
1011	435004	03/11/26	10000151	MOST DEPENDABLE FOUNTAIN	160109	#10145 SMSS - ADA BO	0.00	4,960.00
1011	435004	03/11/26	10000151	MOST DEPENDABLE FOUNTAIN	160109	#PET FTN ATT.SMS- ATTA	0.00	1,100.00
1011	435004	03/11/26	10000151	MOST DEPENDABLE FOUNTAIN	160109	#TEMPLATE 10 NS - RING	0.00	295.00
1011	435004	03/11/26	10000151	MOST DEPENDABLE FOUNTAIN	160109	#SAND STRAINER - BOWL	0.00	240.00
1011	435004	03/11/26	10000151	MOST DEPENDABLE FOUNTAIN	160109	#SAND STRINER PF - SAN	0.00	120.00
1011	435004	03/11/26	10000151	MOST DEPENDABLE FOUNTAIN	160109	FREIGHT	0.00	925.00
1011	435004	03/11/26	10000151	MOST DEPENDABLE FOUNTAIN	160109	TAX	0.00	587.57
TOTAL CHECK							0.00	8,227.57
1011	435005	03/11/26	10014024	ANIL G. PATEL & KIRAN A.	732044	1 NIGHT/IRENE MUNSELL	0.00	100.00
1011	435005	03/11/26	10014024	ANIL G. PATEL & KIRAN A.	732044	1 NITE/NATHANIE HICKS	0.00	100.00
TOTAL CHECK							0.00	200.00
1011	435006	03/11/26	10014904	CHRISTINE NATIVIDAD	11	REF/DEPOSIT#R13101	0.00	500.00
1011	435007	03/11/26	10012790	OC RECON, INC.	171710	FENDER REPAIR	0.00	750.00
1011	435008	03/11/26	10014451	COUNTY OF ORANGE	490025	LABOR CHG.FE26-0018	0.00	259.54
1011	435009	03/11/26	00000099	OFFICE DEPOT, INC.	11	PAPER BOISE APSEN 30,	147.00	1,826.98
1011	435010	03/11/26	10009436	RYAN OLDHAM	190300	BELLIS YARD IMP/FEB26	0.00	33,995.00
1011	435011	03/11/26	10013771	ITZEL ANAHI OCAMPO	275140	FACE PAINT/SPR EGG-26	0.00	1,360.00
1011	435012	03/11/26	00007482	ORANGE COUNTY SANITATION	352567	Q2 FY25-26 FOG/BMP	0.00	72.92
1011	435013	03/11/26	00007324	ORANGE COUNTY UNITED WAY	732044	HOMELESS OUTREACH	0.00	200.00
1011	435014	03/11/26	10014887	ORANGEBEACH, LLC	52	UB REFUND	0.00	255.73
1011	435014	03/11/26	10014887	ORANGEBEACH, LLC	52	UB REFUND	0.00	252.23
TOTAL CHECK							0.00	507.96
1011	435015	03/11/26	10013968	ORKIN, LLC	170670	BED BUGS	0.00	695.00
1011	435015	03/11/26	10013968	ORKIN, LLC	170670	BED BUGS	0.00	3,950.00
TOTAL CHECK							0.00	4,645.00
1011	435016	03/11/26	10014894	KIMBERLY PATA	11	REF/DEPOSIT #R13082	0.00	500.00
1011	435017	03/11/26	00004215	PEST OPTIONS INC	560641	WEEDS/RODENTS	0.00	4,203.00
1011	435018	03/11/26	00001804	PETRA GEOSCIENCES, INC	731150	BLDG PLAN CHECK/FEB26	0.00	608.00
1011	435019	03/11/26	00005174	PETTY CASH/POLICE DEPART	650208	OCTMA LUNCH/DIERINGER	0.00	25.00
1011	435019	03/11/26	00005174	PETTY CASH/POLICE DEPART	650208	OCTMA LUNCH/LOVCHIK	0.00	25.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435019	03/11/26	00005174	PETTY CASH/POLICE DEPART	650208	2DAY PK CIV/MIKIEWICZ	0.00	31.16
TOTAL CHECK							0.00	81.16
1011	435020	03/11/26	00005788	PETTY CASH/PUBLIC WORKS	352363	VAC TRK PARTS/DEC-25	0.00	20.63
1011	435020	03/11/26	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE TRG MTG/DEC25	0.00	42.99
1011	435020	03/11/26	00005788	PETTY CASH/PUBLIC WORKS	352363	LINDEN REP PTS/NOV-25	0.00	44.57
1011	435020	03/11/26	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE TRG MT/JAN-26	0.00	37.23
1011	435020	03/11/26	00005788	PETTY CASH/PUBLIC WORKS	352363	SAP TRG REFRESH/JAN26	0.00	37.51
1011	435020	03/11/26	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE TRG MTG/JAN26	0.00	45.33
1011	435020	03/11/26	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE CREAMER/FEB-26	0.00	36.27
1011	435020	03/11/26	00005788	PETTY CASH/PUBLIC WORKS	352363	AC PTS REPAIR/FEB-26	0.00	32.57
1011	435020	03/11/26	00005788	PETTY CASH/PUBLIC WORKS	352363	EMG MEAL BRK/FEB-26	0.00	74.20
1011	435020	03/11/26	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE TRG MTG/NOV25	0.00	49.07
TOTAL CHECK							0.00	420.37
1011	435021	03/11/26	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROC/JAN-26	0.00	6,720.92
1011	435021	03/11/26	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROC/JAN-26	0.00	10.36
TOTAL CHECK							0.00	6,731.28
1011	435022	03/11/26	00002715	ROGER PLUMLEE	650208	POST MGT B 2/9-12/26	0.00	175.94
1011	435022	03/11/26	00002715	ROGER PLUMLEE	650407	SWAT LDR 3/221-27/26	0.00	780.00
TOTAL CHECK							0.00	955.94
1011	435023	03/11/26	00004569	PREMIER TOURISM MARKETIN	106117	TRV TRAD NEWSLETTER	0.00	995.00
1011	435024	03/11/26	10014886	PS BUSINESS PARKS	52	UB REFUND	0.00	21.99
1011	435025	03/11/26	00004049	PSOMAS CORP.	396859	PEAK PK WELL/JAN-26	0.00	58,551.67
1011	435026	03/11/26	10014903	ROGENE FERNANDEZ QUILALA	11	REF DEPOSIT#R13217	0.00	500.00
1011	435027	03/11/26	10013923	WILLIAM D. QUISTO	275120	TENNIS/WINTER-26	0.00	326.51
1011	435028	03/11/26	10014915	R.C. ROOFING COMPANY	11	REF/RF-26-33 WASTE	0.00	450.00
1011	435029	03/11/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	1,435.50
1011	435029	03/11/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	119.62
1011	435029	03/11/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	1,353.94
1011	435029	03/11/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	386.06
1011	435029	03/11/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	108.75
1011	435029	03/11/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	59.81
1011	435029	03/11/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	168.56
1011	435029	03/11/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	652.50
1011	435029	03/11/26	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	1,375.69
TOTAL CHECK							0.00	5,660.43
1011	435030	03/11/26	10014892	JOICE RHEE	11	REF#P25-038 OCT-25	0.00	3,915.00
1011	435031	03/11/26	10004138	RICHARD BRADY & ASSOCIAT	352363	SCADA SUPPORT SERVICE	0.00	1,974.00
1011	435032	03/11/26	00000246	RICHARDS, WATSON & GERSH	110105	CORAL MOTEL/LEGAL SVC	0.00	16,906.46

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435033	03/11/26	10000184	RJM DESIGN GROUP INC	190304	JOHN BEAT PARK/JAN-26	0.00	20,373.73
1011	435033	03/11/26	10000184	RJM DESIGN GROUP INC	190305	CARL BRENNER PK/JAN26	0.00	17,292.69
1011	435033	03/11/26	10000184	RJM DESIGN GROUP INC	190306	POCKET PARK/JAN-26	0.00	22,451.78
1011	435033	03/11/26	10000184	RJM DESIGN GROUP INC	190140	FRIENDSHIP PK/JAN-26	0.00	47,318.85
TOTAL CHECK							0.00	107,437.05
1011	435034	03/11/26	10014548	ROOF4YOU INC.	11	REF/RF-26-23 WASTE	0.00	450.00
1011	435034	03/11/26	10014548	ROOF4YOU INC.	11	REF/RF-26-27 WASTE	0.00	288.00
1011	435034	03/11/26	10014548	ROOF4YOU INC.	11	REF/RF-26-39 WASTE	0.00	300.00
TOTAL CHECK							0.00	1,038.00
1011	435035	03/11/26	10005599	OANH ROSENTHAL	275120	SWARDSMANSHIP WNT26	0.00	456.19
1011	435036	03/11/26	00000114	SAFETY KLEEN SYSTEMS, IN	171710	PARTS WASHER SERVICE	0.00	637.96
1011	435037	03/11/26	00005016	SAN BERNARDINO COUNTY SH	650208	PIT UPDATE 3/27/26	0.00	1,200.00
1011	435038	03/11/26	10014885	SANGANI, SAMIR N	52	UB REFUND	0.00	556.18
1011	435039	03/11/26	10000713	MARK SAUCEDA	275205	REIM/CPRS CF 03/11/26	0.00	375.00
1011	435040	03/11/26	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL PD	0.00	24,896.11
1011	435041	03/11/26	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	307.65
1011	435041	03/11/26	00000462	THE SHERWIN WILLIAMS	170670	HARDWARE	0.00	53.57
TOTAL CHECK							0.00	361.22
1011	435042	03/11/26	00009792	PRISCILLA SILVA	275120	BELLY DANCE/WINTER-26	0.00	249.38
1011	435043	03/11/26	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,124.22
1011	435044	03/11/26	10001005	SOUTH COAST AIR QUALITY	160110	RULE 2202 ANN FILEFEE	0.00	1,087.20
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	ES VLYVW SO FWY/FEB26	0.00	21.98
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	MNCHSTR/ARTESIA/FEB26	0.00	32.85
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MALVERN/FEB-26	0.00	37.40
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/COMNWL/FEB-26	0.00	37.40
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	5600 MALVERN/FEB-26	0.00	37.40
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	8252 OR'THORPE/FEB-26	0.00	37.40
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	9TH/WESTERN/FEB-26	0.00	43.72
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	STANTON/MAPLE/FEB-26	0.00	43.72
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/FEB-26	0.00	43.72
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/FEB-26	0.00	43.72
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	8221 DALE ST/FEB-26	0.00	43.72
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	6801 LINCOLN/FEB-26	0.00	44.08
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	CRSNT X SANRIO/FEB-26	0.00	47.34
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	6248 CRESCENT/FEB-26	0.00	47.34
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	RT91 FY EO KNOT/FEB26	0.00	48.66
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 MNCHSTR/FEB-26	0.00	48.89
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	BEACH/DURANGO/FEB26	0.00	49.98
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	7550 STANTON/FEB-26	0.00	52.72
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/9TH/FEB-26	0.00	60.62

SELECTION CRITERIA: transact.trans_date between '20260226 00:00:00.000' and '20260311 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	RT91 FWY OFF RM/FEB26	0.00	64.75
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	5755 CRESENT/FEB-26	0.00	65.72
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/STAGE/FEB-26	0.00	77.45
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/CRESCENT/FEB26	0.00	88.63
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	SW CNR OR'THORP/FEB26	0.00	96.68
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	SAN REMO VLYVW/FEB-26	0.00	105.43
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	7582 COMNWLTH/JAN-26	0.00	105.43
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	6002 OR'THORPE/FEB-26	0.00	105.43
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	7201 ARTESIA/FEB-26	0.00	107.71
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/ARTESIA/FEB-26	0.00	108.33
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	5700 BRIDGEPORT/FEB26	0.00	113.88
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	BP LITING/FEB-26	0.00	4,288.63
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	170670	6640 BEACH/FEB-26	0.00	28,660.57
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	BP LIGHTING/FEB-26	0.00	69,653.73
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	7851 LA PALMA/FEB-26	0.00	16.14
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	7672 BEACH/FEB-26	0.00	26.14
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	7623 BEACH/FEB-26	0.00	33.36
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	170670	7733 BEACH/FEB-26	0.00	40.82
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	8491 DALE ST/FEB-26	0.00	89.32
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	8552 BEACH/FEB-26	0.00	179.06
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	6989 ARTESIA/FEB-26	0.00	335.32
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	352510	8242 LINDEN/FEB-26	0.00	24,656.99
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	7530 WESTERN/FEB-26	0.00	17.04
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	7002 BEACH/FEB-26	0.00	29.90
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	8681 BEACH/FEB-26	0.00	31.56
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	7711 LA PALMA/FEB-26	0.00	32.45
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	7550 STANTON/FEB-26	0.00	35.90
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	660240	7611 BEACH/FEB-26	0.00	69.43
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	860810	8081 OR'THORPE/FEB-26	0.00	107.62
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	560230	7051 PAGE/FEB-26	0.00	122.99
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	170670	6660 BEACH/FEB-26	0.00	3,909.78
1011	435047	03/11/26	00000226	SOUTHERN CALIFORNIA EDIS	170670	8001 VALLEY VW/FEB-26	0.00	25,410.33
TOTAL CHECK							0.00	159,609.18
1011	435048	03/11/26	00000336	SOUTHERN CALIFORNIA EDIS	632110	OPER.RT/9000000002308	0.00	260.58
1011	435049	03/11/26	00000328	SOUTHERN CALIFORNIA GAS	860810	7225 EL DORADO/FEB-26	0.00	14.79
1011	435049	03/11/26	00000328	SOUTHERN CALIFORNIA GAS	860810	7600 DALE ST/FEB-26	0.00	14.79
1011	435049	03/11/26	00000328	SOUTHERN CALIFORNIA GAS	170670	6660 BEACH/FEB-26	0.00	15.23
1011	435049	03/11/26	00000328	SOUTHERN CALIFORNIA GAS	170670	8150 KNOTT/FEB-26	0.00	107.89
1011	435049	03/11/26	00000328	SOUTHERN CALIFORNIA GAS	170670	8152 KNOTT/FEB-26	0.00	161.45
1011	435049	03/11/26	00000328	SOUTHERN CALIFORNIA GAS	170670	6601 BEACH/FEB-26	0.00	353.11
1011	435049	03/11/26	00000328	SOUTHERN CALIFORNIA GAS	170670	6650 BEACH/FEB-26	0.00	933.15
1011	435049	03/11/26	00000328	SOUTHERN CALIFORNIA GAS	170670	8150 KNOTT#D/FEB-26	0.00	1,161.64
1011	435049	03/11/26	00000328	SOUTHERN CALIFORNIA GAS	170670	6640 BEACH/FEB-26	0.00	4,272.05
TOTAL CHECK							0.00	7,034.10
1011	435050	03/11/26	10006963	SPEAKWRITE, LLC	650305	TRANSCRIPTION/FEB-26	0.00	2,150.19
1011	435051	03/11/26	00010381	SPOK INC	275305	PHONES	0.00	7.47
1011	435051	03/11/26	00010381	SPOK INC	860810	PHONES	0.00	7.47
1011	435051	03/11/26	00010381	SPOK INC	352363	PHONES	0.00	29.03

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							0.00	43.97
1011	435052	03/11/26	10006051	STANTEC CONSULTING SERVI	590193	WHITAKER PAVE/JAN-26	0.00	9,769.00
1011	435052	03/11/26	10006051	STANTEC CONSULTING SERVI	599793	DALE/WHITAKER/JAN-26	0.00	3,281.25
TOTAL CHECK							0.00	13,050.25
1011	435053	03/11/26	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	26.96
1011	435053	03/11/26	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	92.33
1011	435053	03/11/26	00001085	STAPLES CONTRACT & COMME	352267	OFFICE SUPPLIES	0.00	180.94
TOTAL CHECK							0.00	300.23
1011	435054	03/11/26	10008410	FULLERTON SIGNS, INC	731105	FLAGS/SUSTAIN EVENT	0.00	983.87
1011	435055	03/11/26	10009636	SIGNAL HILL AUTO ENTERPR	11	INSTANT ACTION FOAMING	129.41	1,608.41
1011	435055	03/11/26	10009636	SIGNAL HILL AUTO ENTERPR	11	MULTIFOLD PAPER TOWEL	223.91	2,782.91
1011	435055	03/11/26	10009636	SIGNAL HILL AUTO ENTERPR	11	LINER TRASH 30 GAL 40X	184.41	2,291.93
1011	435055	03/11/26	10009636	SIGNAL HILL AUTO ENTERPR	11	LINER TRASH 30 GAL 40X	189.39	2,353.87
TOTAL CHECK							727.12	9,037.12
1011	435056	03/11/26	10014890	SUPREME QUALITY ROOFING	11	REF/RF-26-29 WASTE	0.00	1,500.00
1011	435057	03/11/26	10013691	LOTUS THAI	731105	REIMB/SUSTAINABILITY	0.00	3,673.25
1011	435058	03/11/26	10010941	TYSON KOERPER	106117	PHOTO SIZING/DESIGN	0.00	385.00
1011	435059	03/11/26	10011938	T-MOBILE	650303	982979864 FEB-26	0.00	1,498.90
1011	435060	03/11/26	10011938	T-MOBILE	171710	974300786 FEB-26	0.00	37.10
1011	435061	03/11/26	10006419	MARTIN TOMSICK	650208	AXON CF26, 4/7-10/26	0.00	512.00
1011	435062	03/11/26	00004212	TOWNSEND PUBLIC AFFAIRS	352267	LOBBYIST MAR-26	0.00	2,018.75
1011	435062	03/11/26	00004212	TOWNSEND PUBLIC AFFAIRS	105105	LOBBYIST MAR-26	0.00	6,056.25
1011	435062	03/11/26	00004212	TOWNSEND PUBLIC AFFAIRS	731105	GRANT WRITING/MAR-26	0.00	5,000.00
TOTAL CHECK							0.00	13,075.00
1011	435063	03/11/26	10013495	TRANSTECH ENGINEERS, INC	11	5600 BEACH	0.00	220.00
1011	435063	03/11/26	10013495	TRANSTECH ENGINEERS, INC	11	5600 BEACH	0.00	1,540.00
1011	435063	03/11/26	10013495	TRANSTECH ENGINEERS, INC	11	6201 LINCOLN	0.00	2,620.00
TOTAL CHECK							0.00	4,380.00
1011	435064	03/11/26	10009554	TRUTH BE TOLD POLYGRAPH,	650105	2 POLY/BARAJAS, MUNOZ	0.00	600.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	115110	REF/CMCA CHG/JIMENEZ	0.00	-675.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	105105	CANCELED FLIGHT/FRANC	0.00	-538.80
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	RF/MICORWAVE/LIBUNAO	0.00	-347.98
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	REF/OFS CHAIR/LIBUNAO	0.00	-264.23
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	CREDIT RET/MIKHAEL	0.00	-33.42
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	HOTEL CARD-VS/JIMENEZ	0.00	0.01
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	MICROSOFT/VDPRGM/RV	0.00	0.99
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	MEDIA/HANSON/APARICIO	0.00	3.26
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/LOPEZ	0.00	4.29

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ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	4.34
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	4.79
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650402	23-22 KEYFOB BAILEY	0.00	6.84
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	BATTERIES/DIERINGER	0.00	7.23
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/ORTEGA	0.00	8.45
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	DOUBLESIDE STR/MIKIEW	0.00	8.68
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	115110	VALENTINES ITM/GUERRA	0.00	8.69
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEM/GUERRA	0.00	9.96
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	APWA EVENT MIKHAEL	0.00	10.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	115110	CITY CLK SUPL/GUERRA	0.00	10.65
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275205	ART SHO PRIZE/MARTINE	0.00	10.91
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGING/NGUYEN	0.00	11.27
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	PORTOS/POLICECPT/RV	0.00	11.60
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275205	SPOTIFY ACCT/MARTINEZ	0.00	11.99
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	14.12
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	115110	CITY CLK SUPL/GUERRA	0.00	14.86
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	CANVA SUBS/VICUNA	0.00	15.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	452410	PRINT/FLASH DR/MOORE	0.00	15.22
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	TAPE DISPENSR/LIBUNAO	0.00	15.51
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	CR.CRD.PROC/LIBUNAO	0.00	15.53
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	ZOOM ACCT/NGUYEN	0.00	15.99
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	115110	ZOOM ACCT/GUERRA	0.00	15.99
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	ZOOM SUBS/MIKHAEL	0.00	15.99
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	ZOOM ACCT/JIMENEZ	0.00	15.99
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275310	SR.DNC SUPL/MOMPELLER	0.00	16.31
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	115120	PASSPORT ITM/GUERRA	0.00	17.13
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	HDMI SPLITTER/LIBUNAO	0.00	17.41
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650302	CAN AIR/COLES-GUZMAN	0.00	17.51
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITMS/GUERRA	0.00	17.63
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650208	SEAT FEE/ESCAMILLA	0.00	19.34
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	DOOR STICKERS/LIBUNAO	0.00	19.38
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	105105	SEAT FEE NSPA/FRANCE	0.00	20.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	AI SUBS/DIERINGER	0.00	20.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	STARBUCKS/ASSTPLAN/GC	0.00	20.40
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGING/NGUYEN	0.00	20.60
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650402	WC KEYBRD BATT/BAILEY	0.00	21.74
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	STARBUCKS/POLICE/GC	0.00	22.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/ORTEGA	0.00	22.55
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/ORTEGA	0.00	22.59
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	DKSTOP CALEND/COLES-G	0.00	22.72
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRAF MOTOR/COLON	0.00	23.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGING/NGUYEN	0.00	23.09
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	126120	OFS SUPL/HYUN	0.00	23.91
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106132	WINDSCREEN/MEDINA	0.00	23.93
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	MOTORCYCLE FUEL/VU	0.00	24.02
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	NOCC LUN/J.AHN/LOPEZ	0.00	25.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	NOCC LUN/FRANCO/LOPEZ	0.00	25.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/LEE	0.00	25.71
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	STRBK/ADMASTBRK/DP	0.00	25.85
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	GOOGLE WKSP/COPPING	0.00	26.40
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	732044	RELOC/VICTORVIL/NIELS	0.00	27.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	PORTOS/CDENFLCH/DP	0.00	27.15

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRAF MOTOR/COLON	0.00	27.27
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275410	HOMELESS SUPL/PINEDO	0.00	28.05
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	FAB PROC SPRAY/GUERRA	0.00	28.26
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	EXT.CORDS/GUERRA	0.00	28.26
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	AMAZON/SUPPLIES/RV	0.00	29.06
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	AMAZON/SUPPLIES/RV	0.00	29.95
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	ASSOCPLNR/BKFST/JC	0.00	29.95
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	105105	ADOBE SUBS/MEDINA	0.00	29.99
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	AI MO.SVC FEE/BAILEY	0.00	30.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	STRBK/LDWTRTCHGFCD/DP	0.00	30.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	AI SUBS/NGUYEN	0.00	30.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650208	SEAT FEE/ESCAMILLA	0.00	30.09
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	ENVELOPES/COPPING	0.00	31.64
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650208	SEAT FEE/ESCAMILLA	0.00	32.24
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	STATRBRO/DEITRAING/RV	0.00	32.42
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	CASE/SCRIBE/DIERINGER	0.00	32.57
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650601	OBD READER/ESCAMILLA	0.00	32.61
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	33.42
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	SANITARY NAP/COLES-GU	0.00	33.64
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275135	BSKBAL BALL/ALARCON	0.00	33.66
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650208	SEAT FEE/ESCAMILLA	0.00	34.39
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	115110	CITY CLK SUPL/GUERRA	0.00	34.77
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275105	SUP.IN-SVC SPL/CHAVEZ	0.00	34.78
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650101	NAME PLT/GEYER/LOPEZ	0.00	34.99
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	NOCC MIXER/FRANCO/LOP	0.00	35.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	CARWASH CM/FRANCE	0.00	35.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	SMRTFNL/DEI.TRAING/RV	0.00	35.27
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/LOPEZ	0.00	35.38
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	STRBK/CDENFOFRBRK/DP	0.00	36.30
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEM/GUERRA	0.00	36.55
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	CAKE/COUNCIL/LOPEZ	0.00	37.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	FEDEX/DK	0.00	37.13
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	HDMI CABLES/LIBUNAO	0.00	37.71
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	HDMI CABLES/LIBUNAO	0.00	39.14
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275606	ELOP CONES/MARTNEZ	0.00	39.14
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	452410	HOSTED WDR MT/MOORE	0.00	41.01
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	42.25
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	115110	VALENTINES ITM/GUERRA	0.00	42.97
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	AMZN/EEAPPRECIATN/RV	0.00	43.45
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650208	OFS EQUIP/DIERINGER	0.00	43.49
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275305	SR.MOVIE SUPL/MOMPELL	0.00	43.97
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	STRBKCS/DEI.TRAING/RV	0.00	44.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	REFRS/DEITRAINING/JC	0.00	44.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	AMAZON/SUPPLIES/RV	0.00	44.55
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	115110	VALENTINES ITM/GUERRA	0.00	49.04
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	PCLE/CARD/MIKIEWICZ	0.00	50.12
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS COFFEE/MIKHAEL	0.00	51.98
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	732044	LYFT/HOMELESS/NIELSEN	0.00	53.09
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275405	WATER DISPENS/SAUCEDA	0.00	54.92
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	KYBRD/MOUSE/COLES-GUZ	0.00	59.20
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275205	ART SHO PRIZE/MARTINE	0.00	60.18
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275205	ART SHO PRIZE/MARTINE	0.00	60.18

SELECTION CRITERIA: transact.trans_date between '20260226 00:00:00.000' and '20260311 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275205	ART SHO PRIZE/MARTINE	0.00	62.12
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275205	ART SHO SUPL/MATINEZ	0.00	62.35
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/CM VEH/FRANCE	0.00	62.69
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275606	ELOP BSKTBAL/MORENO	0.00	63.73
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650208	SEAT UPGRADE/SHADDOW	0.00	64.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275305	WTR COOLERS/MOMPELLER	0.00	64.99
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650302	CHAIR MAT/COLES-GUZMA	0.00	65.25
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	REFRS/DEITRAINING/JC	0.00	66.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	STRBKCS/DEI.TRAING/RV	0.00	66.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	USB FLSH DR/MIKIEWICZ	0.00	67.32
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	STRBK/ADMASTBRK/DP	0.00	68.60
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	ADOBE SUBS/APARICIO	0.00	69.99
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SUPPLY/LOPEZ	0.00	70.90
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275606	ELOP SUPL/SAUCEDA	0.00	70.91
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	DNTEXP/DEI.TRAING/RV	0.00	72.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	452410	HOSTED WDR/MOORE	0.00	74.46
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEM/GUERRA	0.00	77.58
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275205	ART SHO PRIZE/MARTNEZ	0.00	79.16
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	452410	HOSTED WDR MT/MOORE	0.00	79.67
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	COFFEE/J.HUNT	0.00	80.97
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	352363	MAIN BRK MEAL/MCGEE	0.00	82.89
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275135	BSKTBAL CONES/ALARCON	0.00	86.96
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	89.52
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275305	VOL REC INVITE/MOMPEL	0.00	90.27
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	FACEBK AD/RECRUIT/FEW	0.00	91.41
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	AMAZON/SUPPLIES/RV	0.00	94.87
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650605	IAFCI MBR/ESCAMILLA	0.00	95.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	352363	REFRESHMENT/MCGEE	0.00	95.73
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/LOPEZ	0.00	98.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275606	ELOP SUPL/SAUCEDA	0.00	98.44
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	EV CONNECT/NGUYEN	0.00	99.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650302	REC MBRSHP/DIERINGER	0.00	100.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	MEDIA/HANSON/APARICIO	0.00	102.78
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	MEDIA/HANSON/APARICIO	0.00	102.78
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	SLS KITS/MEDIA/COPPIN	0.00	103.73
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275210	HALLOWEEN TRTS/COLES-	0.00	103.92
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275606	ELOP SUPL/SAUCEDA	0.00	110.04
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	FLOWER/LAUTERIO/LOPEZ	0.00	113.14
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL/NAME PLT/LOPEZ	0.00	117.40
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	352363	MAIN BRK MEAL/MCGEE	0.00	119.06
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEM/GUERRA	0.00	124.83
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275145	EMP SCHEDULE/HURTADO	0.00	128.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	126143	BLUEBEAM LIC/MIKIEWIC	0.00	130.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	105105	OC REG SUBS/MEDINA	0.00	130.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	ASSOCPLINR/PANELUN/JC	0.00	130.03
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275315	SNACKS/SR DNC/DAVIS	0.00	132.22
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTTSRST/ADMNASST/RV	0.00	136.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	LOG/WEBCAMS/MIKIEWICZ	0.00	144.16
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	MERCH/CONTEST/COPPING	0.00	144.95
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275160	VOL/BOUQUETS/MANCILLA	0.00	145.46
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275315	CUPID BALL/VILLAPANDO	0.00	146.41
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275105	ZOOM SUBS/BOX	0.00	149.90

SELECTION CRITERIA: transact.trans_date between '20260226 00:00:00.000' and '20260311 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	VIRTUALMTGSOFTWARE/EF	0.00	149.90
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	105105	ZOOM SUBS/MEDINA	0.00	149.90
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	USB FLASH DR/MIKIEWIC	0.00	150.30
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	126120	MBR/CSMFO/GARCIA/HYUN	0.00	155.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTTSRST/ASSTPLA/GC	0.00	155.12
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	190306	REFRESH/PK DES/CHAVEZ	0.00	155.16
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	156.68
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	KNTS/CDENFLCH/DP	0.00	158.90
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275145	CPRS MBRSHIP/MANCILLA	0.00	165.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275145	CPRS/ALEX A./MANCILLA	0.00	165.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275145	CPRS MBR/HURTADO	0.00	165.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275205	CPRS/MBR REG/MORENO	0.00	165.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	POLCAPTLNT/EF	0.00	165.59
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275315	VAL'S DAY SUPL/MOMPEL	0.00	166.67
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTTSRST/ADMNASST/RV	0.00	168.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	LINKEDIN/MRKTASST/RV	0.00	169.99
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	LINKEDIN/ADVERTISE/GC	0.00	169.99
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS CHAIR/LIBUNAO	0.00	170.77
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	SMSCLB/DEI.TRAING/RV	0.00	170.80
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275315	PRIZES/BINGO/DAVIS	0.00	173.64
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	560210	ST TRG MEAL BK/PORTER	0.00	191.77
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	352363	SAP TRG MEAL/MCGEE	0.00	195.22
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	105105	DROPBX SUBS/FEWER	0.00	203.88
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	SOAP DISPENSE/LIBUNAO	0.00	213.12
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	215.55
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	126152	ONLIN WTR GTWAY/HYUN	0.00	215.60
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650101	IACP ANN DUES/GEYER	0.00	220.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275135	BSKTBAL SUPL/ALARCON	0.00	220.71
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650303	ROCK MT POWER/MIKIEWI	0.00	221.84
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275205	ART SHO RECEP/SAUCEDA	0.00	228.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	OFS CHAIR/LIBUNAO	0.00	239.24
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	PLUMBING COMP/LIBUNAO	0.00	239.64
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	HANDSHAKE/BIOLAJOB/GC	0.00	250.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275606	ELOP DNC/MORENO	0.00	252.16
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	352363	CHAIR WATER DIV/MCGEE	0.00	253.21
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	105105	CAR RT CAL CITY/FRANC	0.00	254.44
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DINER/LOPEZ	0.00	268.61
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	560210	PRINT SIGNS/PORTER	0.00	280.17
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	126143	LOG/WEBCAMS/MIKIEWIC	0.00	288.32
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	105105	HOTEL/CAL CITY/FRANCE	0.00	297.85
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	HOTEL/FRANCO/LOPEZ	0.00	314.61
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275305	VALENTINE FOOD/VILLAP	0.00	326.25
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DINNER/LOPEZ	0.00	335.15
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	860810	BSKTBAL NET/LIBUNAO	0.00	347.60
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	HOTEL/FRANCO/LOPEZ	0.00	358.88
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	367.26
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275606	ELOP SUPL/SAUCEDA	0.00	417.52
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	FLY/DESTIN INT/COPPIN	0.00	446.80
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	732044	RECONNECT CLNT/PINEDO	0.00	460.89
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650302	OFS SUPLS/COLES-GUZMA	0.00	467.43
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	560641	ARBOR GUARDS/PORTER	0.00	486.44
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	WEBSCRIBBLE/PTMARK/GC	0.00	495.00

SELECTION CRITERIA: transact.trans_date between '20260226 00:00:00.000' and '20260311 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	CPRS/SUMHIRESJBAD/DP	0.00	500.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	352363	CHAIRS/WATER/MCGEE	0.00	511.13
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	SUBS/EMAIL/APARICIO	0.00	519.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650208	FLIGHT/IACP/ESCAMILLA	0.00	520.72
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	160105	OFS CHAIRS/LIBUNAO	0.00	528.46
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106132	CAMERA MOUNT/FEWER	0.00	532.68
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	105105	FLY NSPA 2/25 FRANCE	0.00	538.80
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650208	FLY TICK/AXON/SHADDOW	0.00	591.80
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121110	SCPLRC/HRCNF/DP	0.00	600.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	171710	LATCH/REP KIT/MACIAS	0.00	625.32
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	2 HALL RUGS/JIMENEZ	0.00	669.91
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	115110	ACCIDENT CHG/JIMENEZ	0.00	675.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	ELEVATOR PMT/LIBUNAO	0.00	675.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	121135	CAPPO CF/AVERELL	0.00	686.02
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	105105	CAPIO BRIDGET/FRANCE	0.00	750.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650208	LDRSHIP CLS/ESCAMILLA	0.00	795.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	101101	CIVICWELL/FRANCO/LOPE	0.00	800.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275145	AQUATIC PROD/COLES-GU	0.00	862.95
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	FLY/SM.MKT MT/COPPING	0.00	878.41
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	115110	NOTARY ASSOC/VICUNA	0.00	899.18
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	126120	RENEW/GFOA/HYUN	0.00	1,000.00
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	105105	CONSTANT SUBS/FRANCE	0.00	1,055.60
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	170670	OFS REMODEL/GONZALEZ	0.00	1,089.44
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	650208	TRG/HOLSTER/DIERINGER	0.00	1,384.38
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	DEST.MKT.MBR/COPPING	0.00	1,556.50
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	275105	INK CARTRIDES/COLES-G	0.00	2,046.69
1011	435076	03/11/26	00010474	U.S.BANK CORPORATE PAYME	106117	REG/SM.MKT MT/COPPING	0.00	4,500.00
TOTAL CHECK							0.00	44,667.27
1011	435077	03/11/26	10008373	UC REGENTS	650402	CASE#26-4843 2/09/26	0.00	1,025.00
1011	435078	03/11/26	10014905	UNITED DOMESTIC WORKERS	11	REF DEPOSIT#R13231	0.00	100.00
1011	435079	03/11/26	10011587	US BANK	997100	CUSTODY ACCT/JAN-26	0.00	12.34
1011	435080	03/11/26	10011587	US BANK	11	CUSTODY ACCT/JAN-26	0.00	987.66
1011	435081	03/11/26	00001911	JEFF VAN SICKLE	275135	YT OFFIC 2/19-3/4/26	0.00	84.00
1011	435082	03/11/26	10002102	MICHELLE VAN SICKLE	275605	REIMB SCH SUPL 25-26	0.00	110.91
1011	435083	03/11/26	10009230	VERIZON BUSINESS	170670	4123237 X26 FEB-26	0.00	452.02
1011	435084	03/11/26	10002032	VERIZON WIRELESS	352363	870083592-00001 FEB26	0.00	331.03
1011	435084	03/11/26	10002032	VERIZON WIRELESS	170670	870083592-00001 FEB26	0.00	1,070.59
TOTAL CHECK							0.00	1,401.62
1011	435085	03/11/26	10002032	VERIZON WIRELESS	860810	542021084-00001 FEB26	0.00	211.88
1011	435086	03/11/26	10002032	VERIZON WIRELESS	170670	561306915-00002 FEB26	0.00	549.85
1011	435086	03/11/26	10002032	VERIZON WIRELESS	105105	561306915-00002 FEB26	0.00	38.37
1011	435086	03/11/26	10002032	VERIZON WIRELESS	998100	561306915-00002 FEB26	0.00	38.37

SELECTION CRITERIA: transact.trans_date between '20260226 00:00:00.000' and '20260311 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	435086	03/11/26	10002032	VERIZON WIRELESS	352363	561306915-00002 FEB26	0.00	76.02
1011	435086	03/11/26	10002032	VERIZON WIRELESS	115110	561306915-00002 FEB26	0.00	102.34
1011	435086	03/11/26	10002032	VERIZON WIRELESS	101101	561306915-00002 FEB26	0.00	102.35
1011	435086	03/11/26	10002032	VERIZON WIRELESS	560210	561306915-00002 FEB26	0.00	38.37
TOTAL CHECK							0.00	945.67
1011	435087	03/11/26	10002032	VERIZON WIRELESS	275105	561306915-00007 FEB26	0.00	305.88
1011	435088	03/11/26	00002197	VERNE'S PLUMBING,INC.	170670	PLUMBING	0.00	2,657.35
1011	435088	03/11/26	00002197	VERNE'S PLUMBING,INC.	170670	PLUMBING	0.00	2,945.00
TOTAL CHECK							0.00	5,602.35
1011	435089	03/11/26	00008608	VISION SERVICE PLAN-(CA)	73	FEB-26 INVOICE	0.00	18.70
1011	435089	03/11/26	00008608	VISION SERVICE PLAN-(CA)	73	FEB-26 INVOICE	0.00	5,965.08
TOTAL CHECK							0.00	5,983.78
1011	435090	03/11/26	10004361	VORTEX INDUSTRIES, LLC	170670	PD DOOR REPAIR	0.00	7,427.36
1011	435091	03/11/26	10009561	WATER SOURCE SOLUTIONS I	170670	WATER FILTER SYSTEM	0.00	150.08
1011	435092	03/11/26	00000141	WEST COAST ARBORISTS INC	560641	TREE TRIMMING/DEC-25	0.00	2,460.00
1011	435092	03/11/26	00000141	WEST COAST ARBORISTS INC	560641	TREE TRIMMING/FEB-26	0.00	6,879.60
TOTAL CHECK							0.00	9,339.60
1011	435093	03/11/26	10009209	WEST GROVE VOLLEYBALL, L	275120	VOLLEYBALL/WINTER-26	0.00	1,130.50
1011	435094	03/11/26	10006770	WEST JUSTICE CENTER	11	BAIL REC NO.BP01490	0.00	250.00
1011	435095	03/11/26	10014893	JEREMY WHITTINGTON	11	REF DEPOSIT#R13110	0.00	500.00
1011	435096	03/11/26	10006857	YARDLEY ORGILL CO., INC.	352363	REPAIR CLAMPS	0.00	431.24
1011	435097	03/11/26	10011660	YUNEX, LLC	560230	EXTRA SIG MT/JAN-26	0.00	9,920.32
1011	435097	03/11/26	10011660	YUNEX, LLC	560230	TRF SIG MT/JAN-26	0.00	8,670.05
1011	435097	03/11/26	10011660	YUNEX, LLC	560230	EXTRA SIG MT/DEC-25	0.00	8,167.64
1011	435097	03/11/26	10011660	YUNEX, LLC	560230	EXTRA SIG MT/OCT-25	0.00	4,984.20
1011	435097	03/11/26	10011660	YUNEX, LLC	560230	EXTRA SIG MT/JAN-26	0.00	3,288.02
1011	435097	03/11/26	10011660	YUNEX, LLC	560230	EXTRA SIG MT/JAN-26	0.00	4,522.63
TOTAL CHECK							0.00	39,552.86
1011	435098	03/11/26	10014901	SOCORRO ZAVALA	11	REF DEPOSIT#R13229	0.00	500.00
1011	V435099	03/11/26	10014232	FIT KIT INC	650701	2026 TOYOTA CAMRY 2559	0.00	34,222.26
1011	V435100	03/11/26	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	705.00
1011	V435101	03/11/26	00000481	BUENA PARK POLICE ASSOCI	73	DED:0846 LTD PA/PMA	0.00	2,100.00
1011	V435101	03/11/26	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	8,943.61
TOTAL CHECK							0.00	11,043.61
1011	V435102	03/11/26	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	350.00
1011	V435102	03/11/26	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	30.00

SELECTION CRITERIA: transact.trans_date between '20260226 00:00:00.000' and '20260311 00:00:00.000'
ACCOUNTING PERIOD: 9/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							0.00	380.00
1011	V435103	03/11/26	00008482	JOHN SOTTEK	126128	HIP202418 LEWIS	0.00	562.50
1011	V435103	03/11/26	00008482	JOHN SOTTEK	126128	HIP/202425 ROBLES	0.00	750.00
1011	V435103	03/11/26	00008482	JOHN SOTTEK	732031	HSE REHAB TRAINING	0.00	937.50
TOTAL CHECK							0.00	2,250.00
1011	V435104	03/11/26	00000054	TED JONES FORD INC.	171710	BRACKET	0.00	202.54
1011	V435105	03/11/26	00009876	MUNICIPAL WATER DIST OF	352510	AWIA EMG RESPONSE PL	0.00	17,250.00
1011	V435105	03/11/26	00009876	MUNICIPAL WATER DIST OF	396848	REPORT REQUIRE/JAN-26	0.00	876.00
TOTAL CHECK							0.00	18,126.00
1011	V435106	03/11/26	00000913	ORANGE COUNTY FIRE AUTHO	640310	RET MED PROG/MAR-26	0.00	2,480.00
1011	V435107	03/11/26	00000222	EDCO/PARK DISPOSAL CORP.	460220	RES BILLING/JAN-2026	0.00	403,780.14
1011	V435108	03/11/26	10014025	PROCURE AMERICA LLC	660240	UTIL SAV JUNE-SEP-25	0.00	699.26
1011	V435108	03/11/26	10014025	PROCURE AMERICA LLC	660240	UTIL SAVE SEP-DEC-25	0.00	768.47
1011	V435108	03/11/26	10014025	PROCURE AMERICA LLC	660241	UTIL SAVE SEP-DEC-25	0.00	1,891.83
1011	V435108	03/11/26	10014025	PROCURE AMERICA LLC	352510	UTIL SAV8/29-11/30/25	0.00	3,179.27
1011	V435108	03/11/26	10014025	PROCURE AMERICA LLC	660241	UTIL SAV JUNE-SEP-25	0.00	1,329.79
1011	V435108	03/11/26	10014025	PROCURE AMERICA LLC	352510	UTIL SAV 5/30-8/28/25	0.00	6,362.76
1011	V435108	03/11/26	10014025	PROCURE AMERICA LLC	660240	UTIL SAV 8/1-10/31/25	0.00	6,037.86
1011	V435108	03/11/26	10014025	PROCURE AMERICA LLC	660240	UTIL SAVE 1/1-9/30/25	0.00	1,071.92
TOTAL CHECK							0.00	21,341.16
1011	V435109	03/11/26	10009496	T & G GLOBAL, LLC	170670	LED TREE MAINT/FEB-26	0.00	810.19
TOTAL CASH ACCOUNT							1,488.97	1,653,686.97
TOTAL FUND							1,488.97	1,653,686.97
TOTAL REPORT							1,488.97	1,653,686.97

Voided Check Numbers	Date Printed
435045	3/11/2026
435046	
435065	
435066	
435067	
435068	
435069	
435070	
435071	
435072	
435073	
435074	
435075	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $19,441.37 COVERING RETIREE PAYROLL ENDING FEBRUARY 28, 2026.

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 $19,441.37, 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 _____ 2026 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 _____ 2026.

_____
City Clerk

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

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

PAYRUN: NIR
DATE: 02/26/2026

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
396175	.00	148.00		DENNY, JOHNNIE	9440
396176	.00	148.00		GONZALES, ROBERT	9461
396177	.00	148.00		JACKSON, GARY	9482
396178	.00	148.00		KIMERY, ERIC	9012
396179	.00	148.00		MCCAY, DONALD	9517
396180	.00	38.00		ROBLES, AMPARO	9550
396181	.00	148.00		SCHWENGEL, LLOYD	9558
396182	.00	10.00		TRUJILLO, FRANK	9663
396183	.00	146.00		TUTHILL, LOREN	9581
396184	.00	38.00		WYMAN, GUADALUPE	9592
V396185	10.00	.00		AGUIRRE, RICHARD	9624
V396186	146.00	.00		BERRY, STEVE	9682
V396187	194.83	.00		BISBING, KRISTOPHER	9675
V396188	148.00	.00		BRANUM, TERRY	9418
V396189	148.00	.00		CARNEY, PATRICK	9014
V396190	38.00	.00		CIAMPA, LISA	9429
V396191	146.00	.00		CISNEROS, RUDY	9625
V396192	38.00	.00		CLARK, LAURENCE	9430
V396193	38.00	.00		COX, BARBARA	9435
V396194	148.00	.00		DASCENZI, PHILLIP	9438
V396195	38.00	.00		DESOUCY, DOLORES	9441
V396196	148.00	.00		DIXON, JAMES	9442
V396197	148.00	.00		DOCK, HENRY	9443
V396198	146.00	.00		FONCECA, ARTHUR	9456
V396199	890.89	.00		FORSYTH, RICHARD	9680
V396200	148.00	.00		FROST, FRANK	9458
V396201	435.00	.00		HAINLEY, LAWRENCE	9651
V396202	169.00	.00		HENEIN, NABIL	9662
V396203	148.00	.00		HESTER, KATHLEEN	9627
V396204	148.00	.00		HICKEN, GARY	9475
V396205	258.00	.00		HOLGUIN, ALEXANDER	9604
V396206	146.00	.00		JACKSON, TERESA	9628
V396207	148.00	.00		JONES, MICHAEL	9656
V396208	38.00	.00		JONES, SHIRLEY	9486
V396209	146.00	.00		JONES, WILLIAM	9485
V396210	38.00	.00		KELLY, ANDREA	9661
V396211	1,248.29	.00		KOHANEK, WILLIAM	9669
V396212	148.00	.00		LININGER, RODNEY	9497
V396213	10.00	.00		LITCHFIELD, WILLIAM	9630
V396214	146.00	.00		LOEHR, LOTHAR	9499
V396215	1,750.56	.00		LOVCHIK, MICHAEL	9684
V396216	38.00	.00		LOWRY, MARILYN	9501
V396217	148.00	.00		LUCENTI, THOMAS	9502
V396218	38.00	.00		MALOUFF, JOSEPHINE	9505
V396219	148.00	.00		MANNING, BRUCE	9506
V396220	38.00	.00		MARTIN, GLORIA	9508
V396221	38.00	.00		MARTINEZ, DAVID	9649
V396222	148.00	.00		MARTINEZ, MANUEL	9667
V396223	148.00	.00		MCNEILLY, MICHAEL	9522
V396224	10.00	.00		MEALER, JAMES	9523

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

V396225	148.00	.00	MONSON, THOMAS	9638
V396226	435.00	.00	MOTE, ROBERT	9600
V396227	2,546.00	.00	NUNES, FRANK	9701
V396228	2,357.53	.00	PELTON, GREGORY	9699
V396229	38.00	.00	PENA, RICHARD	9598
V396230	148.00	.00	POTTER, BRUCE	9541
V396231	148.00	.00	POWELL, ROGER	9672
V396232	38.00	.00	REDDICK, SUZANNE	9655
V396233	146.00	.00	RILEY, MARGARET	9681
V396234	38.00	.00	ROGERS, REGINA	9631
V396235	38.00	.00	ROONEY, MARIAN	9622
V396236	148.00	.00	SANDERS, DARYL	9553
V396237	148.00	.00	SCHOALES, JAMES	9555
V396238	38.00	.00	SELLS, ROBIN	9659
V396239	38.00	.00	SHEARN, WYNNETTE	9641
V396240	1,264.24	.00	SIANEZ, COREY	9690
V396241	148.00	.00	STEWARD, GREGORY	9572
V396242	148.00	.00	SWISHER, JOHN	9652
V396243	148.00	.00	SYLVESTER, DAVID	9574
V396244	10.00	.00	TEMPLETON, JOHN	9686
V396245	146.00	.00	TILTON, SHALICE	9683
V396246	148.00	.00	WADELL, VERN	9584
V396247	146.00	.00	WARSINSKI, RICKY	9645
V396248	588.00	.00	WHITESIDE, JOHN	9668
V396249	38.00	.00	WHITLOCK, JOHN	9633
V396250	780.03	.00	WILLIAMS, JUDITH	9700

PAYRUN TOTAL

CHECK:	76	18,321.37	1,120.00

TOTAL

CHECKS:	76	18,321.37	1,120.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,192,854.05 COVERING REGULAR PAYROLL ENDING FEBRUARY 27, 2026

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 $1,192,854.05 set forth on this 9-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2026 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 _____ 2026.

_____
City Clerk

SELECTION CRITERIA: checkhis.pay_run='NJ1'
ALL CHECKS

PAYRUN: NJ1
DATE: 03/06/2026

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V396813	2,094.62	.00		APARICIO, LESLIE	590
V396814	4,559.97	.00		COPPING, SARA	951
V396815	2,582.64	.00		ENGLEBRECHT, BRIDGET	261
V396816	3,298.88	.00		FEWER, JESSICA	580
V396817	11,009.26	.00		FRANCE, AARON	1650
V396818	154.05	.00		MCKINNEY, KENNETH	552
V396819	2,864.04	.00		MEDINA, YARETZA	8
V396820	1,187.02	.00		OWAKA, PASCHAL	615
V396821	844.48	.00		PERSI, MICHAEL	678
V396822	1,700.70	.00		STRONGMAN, BENJAMIN	681
V396823	154.05	.00		TEHRANI, AIDIN	551
V396824	2,914.76	.00		CASTRO, GWENDOLYNE	503
V396825	3,398.13	.00		CERDA, JUAN	831
V396826	6,927.19	.00		FENTON, EDWARD	1564
V396827	2,831.02	.00		GONZALEZ, VANESSA	866
V396828	987.92	.00		HICKMAN, AISHA	665
V396829	1,951.24	.00		KERN, DONNA	2574
V396830	2,873.77	.00		PREVO, DOREKA	390
V396831	3,857.67	.00		VALDEZ, REBECCA	5490
V396832	2,273.91	.00		BUENROSTRO, PATRICIA	227
V396833	1,730.82	.00		GALLENTINE, KAILEY	486
V396834	4,263.92	.00		GARCIA, ADRIAN	1700
V396835	1,347.96	.00		GLAVIN, BARBARA	1768
V396836	2,101.32	.00		HERNANDEZ, GLORIA	2092
V396837	7,322.16	.00		HYUN, SUNG	2248
V396838	2,377.41	.00		KIM, MIN	2584
V396839	2,310.86	.00		LOVEJOY, REBEKAH	76
V396840	944.81	.00		OZAKI, GRACE	3881
V396841	2,183.70	.00		PAK, TIMOTHY	3955
V396842	2,944.56	.00		PEREZ, JESSICA	4111
V396843	2,682.21	.00		TOMASSETTI, JEEVANI	5623
V396844	2,347.36	.00		TRAN, KRYSTLE	242
V396845	3,836.83	.00		AVERELL, MARK	272
V396846	2,496.83	.00		COLES-GUZMAN, MARY	950
V396847	2,477.13	.00		KENNEDY, SEAN	111
V396848	2,340.83	.00		FLORES, CHRISTOPHER	464
V396849	4,535.34	.00		HOPKINS, NICHOLAS	627
V396850	5,022.87	.00		IBARRA GENIZ, JOSE	882
V396851	2,930.33	.00		LESTER, ALEXANDER	2868
V396852	1,990.94	.00		MACIAS, JUDITH	2996
V396853	2,897.87	.00		TART, ANDRE	5235
V396854	1,896.34	.00		TELLEZ, ALMA	667
V396855	3,112.38	.00		ALVAREZ, JOSHUA	458
V396856	1,842.05	.00		CASTANEDA, GUADALUPE	280
V396857	3,033.69	.00		CRAVENS, ROBERT	658
V396858	758.86	.00		DINH, MICHELLE	433
V396859	6,439.68	.00		FOULKES, MATTHEW	9
V396860	1,017.83	.00		GUZMAN, FEDERICO	1918
V396861	1,974.39	.00		LI, CELINE	832
V396862	4,167.42	.00		LUNA, HARALD	264

SELECTION CRITERIA: checkhis.pay_run='NJ1'
ALL CHECKS

V396863	3,108.72	.00	MCALEESE, IAN	159
V396864	3,407.85	.00	NAVARRO, SANDRA	93
V396865	3,644.87	.00	PELAYO, RODRIGO	870
V396866	2,415.00	.00	SANTOS, RUTH	4640
V396867	1,905.76	.00	TAE, RAY	5196
V396868	4,296.24	.00	THAI, LOTUS	536
V396869	2,615.07	.00	ZAPIEN, ERNESTINE	5777
V396870	23.70	.00	BARRAZA, THOMAS	489
V396871	3,612.88	.00	DHAUW, MELISSA	1170
V396872	23.70	.00	GARCIA, ALEXANDRA	414
V396873	2,119.50	.00	GRIFFIN, CHEKESHA	865
V396874	970.85	.00	MARTINEZ, RICHARD	834
V396875	23.70	.00	SERRANO, CHLOE	423
V396876	23.70	.00	SOLORZANO, RODOLFO	404
V396877	3,304.36	.00	SUAREZ, SARABETH	5169
V396878	3,251.74	.00	YOON, JIWON	91
V396879	942.04	.00	AHN, JOYCE	263
V396880	992.20	.00	FRANCO-HERNANDEZ, CARLOS	566
V396881	888.57	.00	HOQUE, LAMIYA	412
V396882	772.03	.00	SONNE, SUSAN	5161
V396883	777.24	.00	TRAUT, CONNOR	5399
V396884	3,046.55	.00	ALMQUIST, ANNA PATRICIA	168
V396885	1,996.95	.00	GUERRA, SARAH	1470
V396886	909.46	.00	KIRK, RALPH	384
V396887	2,233.91	.00	LOPEZ, ANGELICA	2928
V396888	6,192.18	.00	VICUNA, ADRIA	2297
V396889	896.62	.00	YAM, DARLENE	867
V396890	1,975.84	.00	BARRAZA, TAYLOR	501
V396891	2,644.83	.00	COTA, LORRAINE	954
V396892	6,481.29	.00	DAVENPORT, JOSEPH	1094
V396893	6,806.10	.00	DIERINGER, RYAN	1145
V396894	6,306.00	.00	GEYER, BRADLEY	1692
V396895	9,554.97	.00	NGUYEN, NGHIA	3755
V396896	2,841.04	.00	SEMAAN, NADIA	4740
V396897	877.35	.00	CHARNES, LANCE	783
V396898	3,971.35	.00	JIMENEZ, ROBERT	352
V396899	3,188.27	.00	KIM, HYUN	328
V396900	3,354.37	.00	LAM, DAVID	2790
V396901	731.43	.00	LOVCHIK, MICHAEL	6
V396902	4,922.91	.00	MIKIEWICZ, SIMON	3360
V396903	2,369.25	.00	NOVOTNY, MARY	3705
V396904	2,193.26	.00	SAUCEDA, CATHLEEN	4645
V396905	5,825.28	.00	TOMSICK, MARTIN	5360
V396906	3,083.51	.00	ALCALA, BRITTANY	58
V396907	3,608.75	.00	ARIAS, KALEA	592
V396908	2,258.98	.00	BINYON, ERIC	506
V396909	4,536.52	.00	BRANDSTETTER, JAMES	629
V396910	5,973.35	.00	BUTH, CATHERINE	561
V396911	3,045.71	.00	CARPENTER, SCARLET	1663
V396912	908.09	.00	CASTRO, ISABELLA	883
V396913	783.34	.00	CIFUENTES MEDINA, DANNA	671
V396914	832.92	.00	CORTEZ TORRES, AMANDA	450
V396915	2,304.61	.00	DIERINGER, REGINA	1515
V396916	4,082.60	.00	ESCOBEDO, STACEY	1530
V396917	4,698.65	.00	ESQUETINI, MARIA	1536
V396918	953.51	.00	GONZALEZ, BAILEY	868

SELECTION CRITERIA: checkhis.pay_run='NJ1'
ALL CHECKS

V396919	2,390.49	.00	HERNANDEZ, ISABELLA	112
V396920	843.64	.00	MADHAE, DEEPINDER	555
V396921	3,259.66	.00	MAERKER, ELIZABETH	3017
V396922	4,263.82	.00	MCGRATH, CODY	3220
V396923	818.89	.00	MENDOZA ESPINOZA, MYA	532
V396924	819.44	.00	MONTANO, BRIANNA	816
V396925	1,026.48	.00	ONTIVEROS, STEVEN	342
V396926	2,689.72	.00	PALMA-RUBALCAVA, DIANA	3970
V396927	913.29	.00	RODRIGUEZ TZAJ, SANDY	604
V396928	2,155.60	.00	RODRIGUEZ VILLA, YARELI	205
V396929	4,885.88	.00	RYAN, JESSICA	887
V396930	4,690.49	.00	SHERIFF, SAMANTHA	2096
V396931	1,015.11	.00	SILVERIO, SAMANTHA	497
V396932	4,762.80	.00	TANIGUCHI, MELISSA	5230
V396933	825.36	.00	VELLANOWETH, KRISTINE	217
V396934	791.99	.00	WOOD, HUNTER	605
V396935	2,174.68	.00	BERMUDEZ, MYRA	884
V396936	.00	.00	CHAN, KARA	795
V396937	2,604.23	.00	FIORE, KATE	1560
V396938	2,416.87	.00	FLOHRA, KARAN	516
V396939	2,607.17	.00	FOX, CHARITY	1641
V396940	700.62	.00	KUHN, MICHELLE	2730
V396941	808.45	.00	KUHN, TARI	2747
V396942	2,447.60	.00	MAERTZ, DANA	3018
V396943	3,498.26	.00	MENDIVEL, CHRISTINA	3299
V396944	2,306.99	.00	NGO, CATHERINE	3752
V396945	2,260.83	.00	PENDLETON, SUN	4080
V396946	2,343.18	.00	TENG, LING-FEI	2871
V396947	2,377.43	.00	UMLAH, AMBER	5435
V396948	1,862.27	.00	YBARRA, DELIA	529
V396949	6,859.65	.00	BAILEY, JOHN	355
V396950	7,033.27	.00	BATES, PATRICK	378
V396951	5,870.49	.00	BELTRAN, CHRISTINA	13
V396952	4,406.58	.00	BLACKWOOD, PHALANN	550
V396953	5,355.26	.00	BOURNE, CLIFFORD	5612
V396954	5,450.08	.00	BOYD, ROBERT	584
V396955	4,302.96	.00	BOYER, CAMERON	585
V396956	5,825.18	.00	BRAVO, ISABEL	420
V396957	2,305.99	.00	CAMPOS, CARLOS	871
V396958	5,329.44	.00	CAMPOS, LOLANI	728
V396959	4,859.45	.00	CERDA, SERGIO	240
V396960	4,514.57	.00	CHAVEZ, ALEJANDRO	182
V396961	5,202.20	.00	CHAVEZ, ANTONY	246
V396962	2,288.30	.00	CHO, YOUNGVEEN	758
V396963	5,256.97	.00	CURATOLA, ANTHONY	350
V396964	5,285.99	.00	DAVIS, JONATHAN	1083
V396965	5,630.84	.00	ESCOBEDO, DOMINICK	1521
V396966	4,028.83	.00	ESTRELLA, CARL JOSEPH	415
V396967	5,165.71	.00	FRANKLIN, KEVIN	1649
V396968	6,854.93	.00	GALOS, MICHAEL	1680
V396969	5,459.36	.00	GANO, KEVIN	1742
V396970	4,211.34	.00	GARCIA, JONATHAN	514
V396971	5,371.27	.00	GENTNER, GEORGE	1765
V396972	5,305.74	.00	GONZALEZ, LUIS	164
V396973	4,811.15	.00	GONZALEZ, OSCAR	1785
V396974	6,076.47	.00	HERST, RYAN	2102

SELECTION CRITERIA: checkhis.pay_run='NJ1'
ALL CHECKS

V396975	3,931.97	.00	HOGAN, CHRISTIAN MICHAEL	138
V396976	6,398.64	.00	HONG, ALEX	2130
V396977	6,113.25	.00	JIMENEZ, GUSTAVO	2285
V396978	6,243.39	.00	JOHNSON, BRYAN	2300
V396979	3,961.84	.00	LAZARO, WILLIAM	872
V396980	8,046.38	.00	LEPE, SERGIO	2901
V396981	5,163.51	.00	LIRA, JOSEPH	133
V396982	4,298.34	.00	LOPEZ, GUILLERMO	2958
V396983	5,802.48	.00	LOVETERE, JOSEPH	2962
V396984	2,538.07	.00	LUCACI, KEVIN	874
V396985	5,106.40	.00	LUONG, AARON	577
V396986	4,812.80	.00	MARTINEZ, JESUS	117
V396987	5,020.64	.00	MEDRANO, JULIAN	3223
V396988	4,512.96	.00	MEKDARA, BOBBY	624
V396989	5,828.54	.00	MEONO, ROBIN	351
V396990	5,241.86	.00	MOELLER, SARAH	3590
V396991	7,000.39	.00	MORALES, FRANK	3489
V396992	4,895.08	.00	MORQUECHO, FERNANDO	510
V396993	6,822.48	.00	MUNOZ, OSCAR	3605
V396994	5,243.47	.00	MURILLO CASTRO, JULIAN	268
V396995	4,208.85	.00	NGUYEN, ANTHONY	258
V396996	6,790.28	.00	NYHUS, CHRISTOPHER	3808
V396997	6,207.41	.00	O'DETTE, DIRK	3823
V396998	3,553.33	.00	OH, WILLIAM	326
V396999	4,665.60	.00	OSORIO, STEVIE	573
V397000	5,034.15	.00	PADILLA, VALERIE	108
V397001	6,985.07	.00	PINO, RICHARD	4171
V397002	7,878.28	.00	PLUMLEE, ROGER	4180
V397003	7,884.00	.00	PROCEL, ANDY	4243
V397004	5,866.51	.00	RAMIREZ, ANGEL	4314
V397005	5,061.76	.00	RANGEL, PRISCILLA	4337
V397006	7,039.44	.00	REYES, HUGO	98
V397007	5,219.38	.00	RODRIGUEZ, CHRISTIAN	4476
V397008	5,501.35	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V397009	5,752.80	.00	SALAZAR, RYAN	4626
V397010	6,491.58	.00	SHADDOW, JON-MICHAEL	4837
V397011	4,956.66	.00	SOLIS, DANIEL	5000
V397012	4,517.66	.00	SOUSA, MATTHEW	596
V397013	4,416.17	.00	TEWELL, MELISSA	5282
V397014	5,935.65	.00	TRAN, TUYET	5424
V397015	2,498.31	.00	TUBBS, AUSTIN	873
V397016	4,129.57	.00	WILLIAMS-GIROUX, JACOB	499
V397017	7,538.82	.00	COLON, BOBBY	900
V397018	8,132.70	.00	LEE, CONNOR	2861
V397019	2,137.16	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V397020	5,229.03	.00	ORTEGA, MICHAEL	104
V397021	2,139.22	.00	PARRA, ANGEL	498
V397022	2,299.54	.00	RAMIREZ, ARIANNA	86
V397023	2,176.46	.00	SILVA, OSCAR	4886
V397024	2,397.33	.00	VAZQUEZ-CAMACHO, MARLENE	101
V397025	5,839.20	.00	VU, JEFFREY	5519
V397026	484.90	.00	BAIR, JOHN	284
V397027	594.40	.00	CASEY, DROUETT	771
V397028	1,057.27	.00	PATTON, DANA	4060
V397029	5,567.30	.00	BERNAL, DAVID	480
V397030	5,121.84	.00	BOUDREAU, CORY	583

SELECTION CRITERIA: checkhis.pay_run='NJ1'
ALL CHECKS

V397031	3,227.44	.00	BOUDREAU, LAURA	2192
V397032	5,107.97	.00	BOYINGTON, DEVIN	594
V397033	4,656.05	.00	CARNEY, THOMAS	751
V397034	5,049.83	.00	CHRISTIANSEN, ANDREW	97
V397035	4,288.79	.00	EK, CHRISTOPHER	1477
V397036	6,651.28	.00	ESCAMILLA, MARIO	1529
V397037	4,433.98	.00	KALAGIAN, BRYANT	2436
V397038	1,945.91	.00	LARA, KARON	103
V397039	4,952.00	.00	LOMELI, LISBETH	4516
V397040	3,474.62	.00	LOPEZ, VANESSA	2929
V397041	4,813.58	.00	LOPEZ, WILLYVALDO	2941
V397042	5,368.82	.00	LOWE, AUSTIN	2956
V397043	4,093.16	.00	MOON, DAVID	3479
V397044	1,801.19	.00	MORALES MALDONADO, IVETT	3490
V397045	1,939.80	.00	O'DETTE, NANCY	1920
V397046	5,220.50	.00	PANTOJA, DAVID	3986
V397047	3,710.43	.00	RUBALCAVA, EFRAIN	4590
V397048	2,440.30	.00	SULLIVAN, STACEY	5160
V397049	3,299.53	.00	TREADWAY, SARA	4210
V397050	4,378.40	.00	TURNER, JERAMIAH	291
V397051	4,190.53	.00	VU, KRISTINE	63
V397052	2,024.81	.00	CARDENAS, MARGARET	336
V397053	2,381.30	.00	IBARRA, KRISTI	88
V397054	6,704.35	.00	MIKHAEL, MINA	3359
V397055	4,628.31	.00	ALQAM, NADER	71
V397056	4,388.11	.00	ARABOLU, DEEPTHI	178
V397057	3,270.04	.00	CAPISTRANO, FRANCES	74
V397058	2,570.74	.00	COLES, CARINA	77
V397059	2,972.62	.00	ESPARZA-ALMARAZ, AARON	383
V397060	2,913.93	.00	GUZMAN, HECTOR	512
V397061	2,587.84	.00	LEE, HYANG SUN	430
V397062	3,905.37	.00	MILLER, JADEN	513
V397063	3,166.53	.00	QUINONES, FABIO	875
V397064	2,920.24	.00	RODRIGUEZ, JEREMY	877
V397065	3,422.09	.00	TRAN, JASON	96
V397066	3,784.42	.00	WRAY, NORMAN	5725
V397067	2,660.89	.00	ZARAGOZA, EDUARDO	5788
V397068	3,436.42	.00	AUBUCHON, LAURIE	250
V397069	2,225.17	.00	GENERA, ELIZABETH	1685
V397070	4,899.20	.00	HUNT, JOSEPH	2249
V397071	2,787.37	.00	LUX, ANDREA	2972
V397072	2,488.24	.00	VENEGAS MENDEZ, JAVIER	5491
V397073	2,485.14	.00	BACA, ANDREW	315
V397074	2,891.81	.00	BRITO, MICHAEL	642
V397075	1,243.59	.00	CASTRO, EFRAIN	641
V397076	712.58	.00	CASTRO, JOHN	540
V397077	1,340.32	.00	CISNEROS, STEVEN	855
V397078	1,032.80	.00	COLORADO, JARRETH	852
V397079	3,085.32	.00	ESCATEL-OROSCO, PEDRO	1537
V397080	1,032.80	.00	GARCIA, RYAN	851
V397081	470.01	.00	GONZALES, DERRICK	635
V397082	2,582.38	.00	GONZALEZ, ALEJANDRO	1783
V397083	1,641.90	.00	GONZALEZ, KONRAD	587
V397084	712.58	.00	HERNANDEZ, OSBALDO	863
V397085	677.80	.00	HERRERA, FELIX	856
V397086	731.87	.00	LARA, PAULO	849

SELECTION CRITERIA: checkhis.pay_run='NJ1'
ALL CHECKS

V397087	4,403.59	.00	LIBUNAO, NINO	2912
V397088	1,545.55	.00	LISCANO, CHRISTOPHER	850
V397089	1,787.60	.00	MARASCO, MATTHEW	289
V397090	1,419.88	.00	MORALES, LEONARDO	819
V397091	1,722.05	.00	MORENO, MARCOS	862
V397092	2,538.71	.00	MUNOZ, JOHNNY	144
V397093	2,141.10	.00	NAJERA, JESSE	3630
V397094	712.58	.00	NGUYEN, DUNG	858
V397095	1,187.82	.00	ORTIZ, RAYMOND	309
V397096	1,340.33	.00	PAPANIC, DENNIS	548
V397097	1,340.33	.00	PEREZ, ISAIAH	523
V397098	2,401.56	.00	RIVERA, JOE	4450
V397099	1,340.32	.00	RODRIGUEZ, MIGUEL	589
V397100	1,983.39	.00	RODRIGUEZ, OSCAR	131
V397101	712.58	.00	SANTANA, JESUS	860
V397102	1,710.51	.00	SERNA, JUAN	4728
V397103	879.36	.00	SESSION, DIMITRIAS	859
V397104	2,621.05	.00	TORREZ, JAVIER	69
V397105	712.58	.00	VILLANUEVA, RICHARD	854
V397106	3,732.35	.00	CARRILLO, EDWARD	765
V397107	1,769.68	.00	CHAVEZ, CAESAR	544
V397108	3,325.28	.00	ELLS, ZACHARY	1500
V397109	2,901.03	.00	ENNIS, JOSEPH	262
V397110	2,276.17	.00	ESPINO, KEVIN	517
V397111	3,759.85	.00	FINCH, BARRETT	1574
V397112	1,813.03	.00	GARCIA DEL TORO, JOSE	845
V397113	3,402.26	.00	HAGAN, KEVIN	1947
V397114	4,483.19	.00	KVENBO, SCOTT	2750
V397115	3,078.96	.00	MARTINEZ, MARCO	215
V397116	4,739.59	.00	MCGEE, MICHAEL	9306
V397117	4,272.15	.00	MILLER, DAVID	3390
V397118	4,150.37	.00	MOJARRO, ANDREW	3082
V397119	3,714.24	.00	MOORE, FRANK	3486
V397120	2,028.68	.00	MYLLES, JOSHUA	279
V397121	2,469.17	.00	PRECIADO, CAMDEN	134
V397122	2,829.12	.00	SANCHEZ, JUAN	4617
V397123	2,334.84	.00	SPEAR, ANTHONY	5011
V397124	3,386.64	.00	STEPHENSON, MARK	5122
V397125	2,990.79	.00	TAVARES, JAMEY	5231
V397126	1,935.81	.00	ALVAREZ, CARLOS	136
V397127	1,187.82	.00	AVILA, NICHOLAS	744
V397128	2,581.66	.00	DAHL, TERRY	1084
V397129	2,312.60	.00	DOMINGUEZ, KEVIN	565
V397130	1,187.85	.00	ESPINOSA, GUIDO	637
V397131	2,499.48	.00	GARCIA ORTEGA, JOSE	1636
V397132	2,125.72	.00	GRIMES, DAVID	1881
V397133	2,049.81	.00	GUZMAN, KEVIN	132
V397134	2,799.36	.00	KOSS, MICHAEL	2718
V397135	3,728.08	.00	MARTINEZ, GABRIEL	3139
V397136	2,514.23	.00	MELLADO, KIM	3289
V397137	2,860.12	.00	MERROW, MATTHEW	3316
V397138	2,436.53	.00	OTTEN, DAVID	3869
V397139	3,690.64	.00	PORTER, JEFFREY	4174
V397140	1,187.82	.00	RAMOS, NIKOLAS	815
V397141	2,896.77	.00	RODRIGUEZ, EDWARD	4479
V397142	1,962.30	.00	RUIZ, ALEJANDRO	416

SELECTION CRITERIA: checkhis.pay_run='NJ1'
ALL CHECKS

V397143	1,208.50	.00	SAILIATA, RAYMOND	648
V397144	2,449.20	.00	TORRES, SALVADOR	234
V397145	2,391.31	.00	WELLS, ANTHONY	5610
V397146	2,790.37	.00	CAMPIZTA, ADAM	225
V397147	2,928.31	.00	DE LA CRUZ, RICARDO	558
V397148	543.39	.00	GOMEZ, JASON	869
V397149	5,850.41	.00	MACIAS, RAYMOND	2998
V397150	2,742.71	.00	WEAR, JOHN	5606
V397151	2,391.01	.00	ALARCON, ALEXANDER	485
V397152	7,261.86	.00	BOX, JAMES	576
V397153	23.70	.00	CARVER, BRIAN	586
V397154	2,213.74	.00	CHAVEZ, ARIANA	788
V397155	23.70	.00	CHENCINSKI, COLETTE	487
V397156	2,001.55	.00	CONTRERAS, SAUL	95
V397157	12.70	.00	DE LA LUZ, ALICIA	408
V397158	.00	.00	FRUTOS, JERRY	488
V397159	23.70	.00	HOLGUIN, COURTNEY	394
V397160	3,107.85	.00	HURTADO, MARIA	353
V397161	2,129.81	.00	MANCILLA, JSSICA	451
V397162	23.70	.00	MARTINEZ, JUANITA	421
V397163	2,491.65	.00	MARTINEZ, SERENA	3147
V397164	2,125.42	.00	MOMPELLER, JUSTICE	443
V397165	2,437.11	.00	MORENO, ANDREW	161
V397166	23.70	.00	NEVAREZ, VERONICA	588
V397167	741.28	.00	SANCHEZ, CHRISTOPHER	236
V397168	3,517.44	.00	SAUCEDA, MARK	4642
V397169	8.70	.00	WALKER, SHARENA	524
V397170	23.70	.00	WALLACE, DEAN	402
V397171	23.70	.00	YUN, HYEWON	432
V397172	671.29	.00	ALVARADO, ADRIAN	89
V397173	329.33	.00	BAHENA, PEDRO	148
V397174	670.11	.00	BAKER, JAMISON	465
V397175	356.78	.00	BALENTI, TYLOR	846
V397176	91.48	.00	BARENG, KATHERINE	33
V397177	256.15	.00	CARBAJAL, MARCELO	848
V397178	64.04	.00	CARVENTE, GIANJAVIER	334
V397179	807.29	.00	CISNEROS, MICHELLE	812
V397180	320.18	.00	CONSTANTINE, NATALIE	837
V397181	279.02	.00	DURGIN, JAYLIND	186
V397182	228.70	.00	ESCAMILLA PATRICIO, DANIELLE	534
V397183	404.78	.00	GARCIA, MICHELE	171
V397184	290.80	.00	GONZALEZ, ISAAC	294
V397185	876.50	.00	GUERRA, ATHZIRI	141
V397186	961.05	.00	GUILLEN, JAYDEN	339
V397187	576.76	.00	GUTIERREZ, MICHELLE	1925
V397188	155.52	.00	GUTIERREZ, SABRINA	847
V397189	579.24	.00	HERNANDEZ, KATE	2091
V397190	237.85	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V397191	608.73	.00	HOLLOWAY, ELIZABETH	2185
V397192	109.78	.00	JUBRAN, NOAH	127
V397193	109.78	.00	LEOS LOPEZ, EVELYN	836
V397194	301.89	.00	LEWIS, ALEC	266
V397195	295.38	.00	MAGANA, ADAM	173
V397196	301.89	.00	MOLINA, LILLY	611
V397197	539.74	.00	NGHIEM, NATALIE	249
V397198	494.00	.00	OCHOA, ALAN	192

SELECTION CRITERIA: checkhis.pay_run='NJ1'
ALL CHECKS

V397199	146.37	.00	REYES, JETH	844
V397200	361.02	.00	RIVERA GOMEZ, YAMILEX	4432
V397201	576.33	.00	RODRIGUEZ, JACOB	839
V397202	429.96	.00	RODRIGUEZ, KAREN	538
V397203	320.18	.00	RODRIGUEZ, MIKAYLA	295
V397204	63.86	.00	RUIZ, JESUS	886
V397205	619.27	.00	RUIZ, LUIS	527
V397206	723.14	.00	RUSSELL, JEFFREY	150
V397207	475.70	.00	SANCHEZ, NATHAN	504
V397208	256.15	.00	SANTANA, JOZELYN	838
V397209	173.81	.00	SCOTT, EMANY	842
V397210	457.41	.00	SHRESTHA, SALIS	610
V397211	581.60	.00	SOLTERO, JESSE	177
V397212	329.33	.00	SORIA, NOAH	5004
V397213	579.81	.00	STRICKLER, LINDA	5135
V397214	530.58	.00	TAPIA, ANGELICA	306
V397215	306.47	.00	THANKESWARAN, HASHMITHAA	543
V397216	1,081.90	.00	THOMSEN, MATTHEW	194
V397217	311.04	.00	TUCKER, JOSEPHINE	843
V397218	2,829.88	.00	VAN SICKLE, MICHELLE	2076
V397219	376.81	.00	VAZQUEZ, OSCAR	152
V397220	558.04	.00	VELOZ, SABRINA	146
V397221	633.13	.00	WEBER, ISABELLA	614
V397222	945.54	.00	BUENROSTRO, ADRIAN	598
V397223	240.70	.00	SMITH, JOHN	210
V397224	644.63	.00	AGUILAR, KALVIN	23
V397225	498.61	.00	BARTOLO, BRYAN	338
V397226	661.45	.00	CABUSAO, NINA MARINELLA	729
V397227	881.80	.00	CARRERA ABAD, MARIA	864
V397228	775.86	.00	CHOATE, RACHAEL	511
V397229	878.60	.00	CORRALES, ISAAC	474
V397230	2,891.76	.00	DAVIS, TANIKKA	1082
V397231	1,338.80	.00	GRACIA, TONY	622
V397232	512.29	.00	KENDRIX, PERRY	741
V397233	1,181.00	.00	LARIZ RUBALCAVA, CARLOS	429
V397234	558.04	.00	LIZARRAGA, ERIK	483
V397235	2,207.52	.00	LOZANO, WILFREDO	621
V397236	2,560.18	.00	MARQUEZ PINEDO, ANALISA	3118
V397237	1,100.55	.00	MEGGINSON, MARK	562
V397238	703.98	.00	MENDOZA, GISELLE	522
V397239	2,773.77	.00	NIELSEN, ROSEMARY	3760
V397240	962.76	.00	ORTIZ, YAHAIRA	241
V397241	473.70	.00	ROJAS, ASHLEY	473
V397242	535.55	.00	RUIZ, GIANCARLO	466
V397243	709.67	.00	SALAZAR, NICHOLAS	661
V397244	923.17	.00	SANCHEZ, MARIA	818
V397245	594.63	.00	SANDOVAL, RYAN	663
V397246	466.55	.00	SINGH, YASMINE	479
V397247	396.83	.00	TILTON, ALEXANDRIA	879
V397248	824.79	.00	TOLEDO, ISAAC	742
V397249	109.78	.00	VEGA-MATA, PEDRO	278
V397250	2,784.57	.00	VILLAPANDO, MADELINNE	878
V397251	111.60	.00	WOODARD, DEMETRIC	885
V397252	499.20	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL

SELECTION CRITERIA: checkhis.pay_run='NJ1'
ALL CHECKS

CHECK:	440	1,192,854.05	.00
TOTAL CHECKS:	440	1,192,854.05	.00

March 24, 2026
CONSENT CALENDAR
Item No. 4C.

City Council Agenda Report

TREASURER'S REPORT FOR THE MONTH OF FEBRUARY 2026

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

RECOMMENDED ACTION

Receive and file the reports.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City of Buena Park's Investment Policy adopted by the City Council on February 24, 2026, requires the City Treasurer to submit a detailed investment report to the City Council. Attached for review are the Treasurer's Investment Reports for the month of February 2026. All of the investments listed meet the requirements of both the Government Code and the City Investment Policy.

BUDGET IMPACT

None.

Attachments

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

CITY OF BUENA PARK
Treasurer's Report of Monies on Deposit
Period Ending February 28, 2026

DESCRIPTION	City Book Balance	RDA Bond Proceeds Series B	Total
Union Bank - City Checking Account	8,313,627.06	-	8,313,627.06
Union Bank - Outstanding checks	(2,761,797.33)	-	(2,761,797.33)
Union Bank - Outstanding deposits	380,240.54	-	380,240.54
	5,932,070.27	-	5,932,070.27
Local Agency Investment Fund	37,464,298.71	-	37,464,298.71
Governmental Agency Securities	16,011,951.30	-	16,011,951.30
CMBS	13,507,646.49	-	13,507,646.49
Money Market Mutual	2,487,346.30	1,398,465.37	3,885,811.67
Supranational	3,383,135.00	-	3,383,135.00
Corporate	28,873,122.85	-	28,873,122.85
U S Treasury	47,661,666.05	-	47,661,666.05
Payables/Receivable	(2,142,477.78)	-	(2,142,477.78)
	147,246,688.92	1,398,465.37	148,645,154.29
Total	153,178,759.19	1,398,465.37	154,577,224.56

Fund Description	Cash Balance
11 - General Fund	56,770,083.09
12 - Economic Development Fund	13,982,743.59
13 - Measure R	12,832,487.77
17 - Opioid Settlement Fund	679,730.03
18 - Local Law Enforcement Fund	87,484.00
20 - Asset Forfeiture Fund	732,014.62
21 - Capital Project Fund	(78,626.29)
22 - Prop 172 PD Augment Fund	29,467.53
23 - State Law Enf Supp Fund	92,932.30
24 - State Gas Tax Fund	10,655,230.93
25 - Measure M2	2,663,463.39
28 - HOME Deferred Loan Fund	911,995.88
29 - Economic Development Fund (CDBG)	(82,589.03)
30 - State OCATT Fund	(118,897.41)
31 - Calhome Program	1,552,966.59
32 - Park In-Lieu Fund	-
33 - Traffic Congestion Relief Fund	117,300.51
40 - AB 2766 (AQMD) Fund	582,295.20
52 - Water Enterprise Fund	30,646,107.35
53 - Wastewater Enterprise Fund	(593,443.65)
54 - Water Impact Fund	11,990.58
55 - Sewer Impact Fund	10,767.56
62 - Workers' Comp Self-Ins Fund	5,075,674.25
63 - Public Liab Self-Ins Fund	138,962.87
65 - Accrued Leave Fund	540,408.74
71 - Equip Maint & Replacement Fund	8,528,858.35
73 - Payroll Revolving Fund	-
74 - Management Info Systems Fund	2,311,450.91
77 - Gov't Buildings Maintenance Fund	(182,911.85)
96 - Tourism & Marketing Dist	225,259.06
97 - Successor Fund to RDA	4,786,608.59
98 - Housing Successor Fund	1,667,409.10
Total Cash	154,577,224.56

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

PORTFOLIO SUMMARY

City of Buena Park Core | Account #405 | As of February 28, 2026

Portfolio Characteristics

Average Modified Duration	2.13
Average Coupon	3.67%
Average Purchase YTM	4.04%
Average Market YTM	3.64%
Average Credit Quality*	AA+
Average Final Maturity	2.36
Average Life	2.31

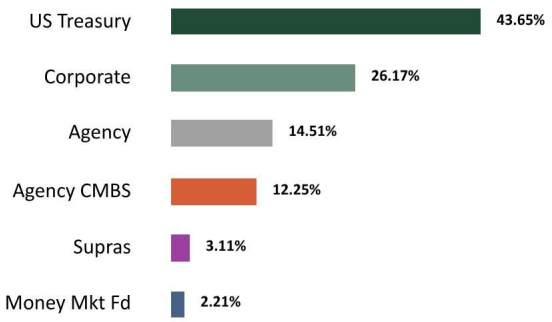
Account Summary

	End Values as of 01/31/2026	End Values as of 02/28/2026
Market Value	111,505,246.55	112,359,494.38
Accrued Interest	896,345.27	795,380.73
Total Market Value	**112,401,591.81**	**113,154,875.11**
Income Earned	225,192.90	412,936.51
Cont/WD	0.00	0.00
Par	111,323,893.41	111,879,868.52
Book Value	110,634,825.34	111,089,079.35
Cost Value	109,345,625.94	109,782,390.21

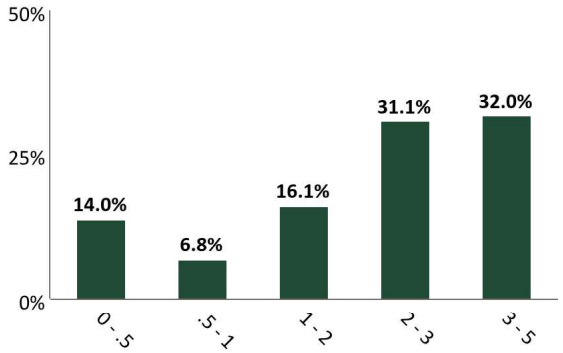
Top Issuers

United States	43.65%
Federal Home Loan Mortgage Corp	12.25%
Farm Credit System	8.37%
Federal Home Loan Banks	6.15%
Federated Hermes, Inc.	2.21%
Inter-American Development Bank	1.77%
Blackrock, Inc.	1.35%
American Express Company	1.35%

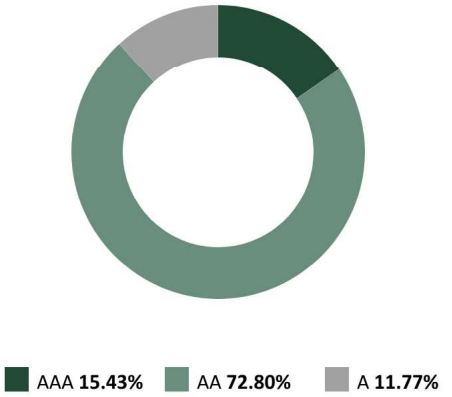
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Core	0.68%	1.17%	0.92%	5.25%	5.34%	5.09%	2.14%	2.09%	2.51%
Benchmark Return	0.68%	1.10%	0.87%	4.98%	5.14%	4.87%	1.97%	1.91%	2.33%

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

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of February 28, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	12.2	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	12.2	Compliant	
Max Maturity (Years)	5.0	4.9	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	26.2	Compliant	
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of February 28, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	14.5	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	12.2	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max % (MV)	35.0	0.0	Compliant	
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	2.2	Compliant	
Max % Issuer (MV)	20.0	2.2	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of February 28, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	3.1	Compliant	
Max % Issuer (MV)	10.0	1.8	Compliant	
Max Maturity (Years)	5	2	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	43.7	Compliant	
Max % Issuer (BV)	100.0	43.8	Compliant	
Max Maturity (Years)	5	5	Compliant	

RECONCILIATION SUMMARY

City of Buena Park Core | Account #405 | As of February 28, 2026

Maturities / Calls

Month to Date	**(3,500,000.00)**
Fiscal Year to Date	**(16,795,000.00)**

Principal Paydowns

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

Purchases

Month to Date	**10,824,265.06**
Fiscal Year to Date	**37,648,096.00**

Sales

Month to Date	**(3,363,311.43)**
Fiscal Year to Date	**(16,137,217.49)**

Interest Received

Month to Date	**492,604.90**
Fiscal Year to Date	**2,596,161.48**

Purchased / Sold Interest

Month to Date	**(15,010.09)**
Fiscal Year to Date	**(56,258.55)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	110,634,825.34	108,208,077.94
Maturities/Calls	(3,500,000.00)	(16,795,000.00)
Principal Paydowns	0.00	0.00
Purchases	10,824,265.06	37,648,096.00
Sales	(3,363,311.43)	(16,137,217.49)
Change in Cash, Payables, Receivables	(3,543,005.86)	(2,145,648.34)
Amortization/Accretion	36,306.24	310,771.23
Realized Gain (Loss)	0.00	0.00
Ending Book Value	111,089,079.35	111,089,079.35

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	111,505,246.55	108,723,158.16
Maturities/Calls	(3,500,000.00)	(16,795,000.00)
Principal Paydowns	0.00	0.00
Purchases	10,824,265.06	37,648,096.00
Sales	(3,363,311.43)	(16,137,217.49)
Change in Cash, Payables, Receivables	(3,543,005.86)	(2,145,648.34)
Amortization/Accretion	36,306.24	310,771.23
Change in Net Unrealized Gain (Loss)	399,993.83	755,334.82
Realized Gain (Loss)	0.00	0.00
Ending Market Value	112,359,494.38	112,359,494.38

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
AGENCY									
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00	03/16/2023 4.23%	997,070.00 999,967.80	100.01 3.70%	1,000,106.00 19,250.00	0.89% 138.20	Aa1/AA+ AA+	0.04 0.03
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	2,000,000.00	05/09/2023 3.90%	2,005,460.00 2,000,292.14	100.02 3.84%	2,000,338.00 27,333.33	1.78% 45.86	Aa1/AA+ AA+	0.16 0.15
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	1,000,000.00	08/24/2023 4.82%	998,180.00 999,816.04	100.28 3.69%	1,002,819.00 10,423.61	0.89% 3,002.96	Aa1/AA+ AA+	0.28 0.28
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	10/31/2023 5.06%	998,600.00 999,789.02	100.54 3.66%	1,005,357.00 4,305.56	0.89% 5,567.98	Aa1/AA+ AA+	0.42 0.41
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	2,000,000.00	07/22/2024 4.35%	2,014,366.00 2,006,371.25	101.25 3.61%	2,025,020.00 20,555.56	1.80% 18,648.75	Aa1/AA+ AA+	1.28 1.22
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,600,000.00	09/11/2023 4.50%	1,591,334.40 1,595,617.29	102.28 3.42%	1,636,528.00 33,638.89	1.46% 40,910.71	Aa1/AA+ AA+	2.53 2.32
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	2,500,000.00	11/14/2023 4.73%	2,488,100.00 2,493,557.70	102.87 3.50%	2,571,647.50 34,687.50	2.29% 78,089.80	Aa1/AA+ AA+	2.71 2.49
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	2,000,000.00	01/29/2024 4.05%	1,984,380.00 1,990,924.21	101.22 3.42%	2,024,412.00 9,256.94	1.80% 33,487.79	Aa1/AA+ AA+	2.89 2.69
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	1,750,000.00	04/10/2024 4.66%	1,727,792.50 1,736,146.23	102.78 3.42%	1,798,716.50 29,986.98	1.60% 62,570.27	Aa1/AA+ AA+	3.11 2.84
3130B1BC0	FEDERAL HOME LOAN BANKS 4.625 06/08/2029	1,200,000.00	06/11/2024 4.50%	1,206,668.40 1,204,373.62	103.64 3.44%	1,243,699.20 12,795.83	1.11% 39,325.58	Aa1/AA+ AA+	3.27 2.99
Total Agency		**16,050,000.00**	**4.44%**	**16,011,951.30** **16,026,855.29**	**101.63** **3.56%**	**16,308,643.20** **202,234.20**	**14.51%** **281,787.91**		**1.86** **1.72**
AGENCY CMBS									
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	1,000,000.00	01/29/2024 4.42%	961,171.88 984,262.15	99.24 3.67%	992,408.00 2,703.33	0.88% 8,145.85	Aaa/AA+ AA+	1.49 1.36
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	1,200,000.00	11/05/2025 3.86%	1,199,765.62 1,199,792.61	100.53 3.61%	1,206,337.20 3,926.00	1.07% 6,544.59	Aaa/AA+ AA+	2.41 2.24
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	1,250,000.00	06/10/2025 4.27%	1,234,960.94 1,238,298.69	100.52 3.62%	1,256,561.25 4,083.33	1.12% 18,262.56	Aa1/AA+ AAA	2.57 2.34
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	1,000,000.00	12/09/2024 4.34%	979,062.50 985,755.26	100.22 3.62%	1,002,170.00 3,150.00	0.89% 16,414.74	Aaa/AA+ AA+	2.66 2.43

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	1,000,000.00	04/17/2025 4.21%	981,015.63 985,406.38	99.99 3.63%	999,942.00 3,075.00	0.89% 14,535.62	Aaa/AA+ AA+	2.91 2.63
3137FL6P4	FHMS K-089 A2 3.563 01/25/2029	1,250,000.00	12/29/2025 3.74%	1,241,650.39 1,242,092.65	99.69 3.62%	1,246,090.00 3,711.46	1.11% 3,997.35	Aa1/AA+ AA+	2.91 2.67
3137FLN91	FHMS K-091 A2 3.505 03/25/2029	1,000,000.00	09/11/2025 3.75%	990,820.31 992,027.78	99.50 3.63%	994,985.00 2,920.83	0.89% 2,957.22	Aa1/AAA AA+	3.07 2.76
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	1,000,000.00	09/17/2024 3.74%	980,625.00 986,798.29	98.88 3.64%	988,818.00 2,748.33	0.88% 2,019.71	Aa1/AA+ AAA	3.15 2.88
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	1,000,000.00	10/30/2024 4.49%	939,101.56 955,760.50	97.80 3.70%	977,964.00 2,500.00	0.87% 22,203.50	Aa1/AA+ AAA	3.57 2.96
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	1,250,000.00	06/10/2025 4.35%	1,132,421.88 1,150,875.21	94.10 3.70%	1,176,262.50 2,155.21	1.05% 25,387.29	Aa1/AA+ AAA	3.91 3.65
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	1,500,000.00	03/26/2025 4.40%	1,498,710.94 1,498,951.38	102.12 3.74%	1,531,794.00 5,515.00	1.36% 32,842.62	Aaa/AA+ AA+	4.07 3.37
3137FXZ35	FHMS K-127 A2 2.108 01/25/2031	1,500,000.00	02/02/2026 4.08%	1,368,339.84 1,370,104.13	92.56 3.78%	1,388,382.00 2,635.00	1.24% 18,277.87	Aa1/AA+ AAA	4.91 4.53
Total Agency CMBS		**13,950,000.00**	**4.14%**	**13,507,646.49** **13,590,125.05**	**98.73** **3.67%**	**13,761,713.95** **39,123.50**	**12.25%** **171,588.90**		**3.21** **2.88**
CASH									
CCYUSD	Payable	(2,241,638.93)	--	(2,241,638.93) (2,241,638.93)	1.00	(2,241,638.93) 0.00	(2.00%) 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	99,161.15	--	99,161.15 99,161.15	1.00	99,161.15 0.00	0.09% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**(2,142,477.78)**		**(2,142,477.78)** **(2,142,477.78)**	**1.00**	**(2,142,477.78)** **0.00**	**(1.91%)** **0.00**		**0.00** **0.00**
CORPORATE									
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00	03/16/2023 4.64%	962,870.00 997,948.08	99.89 3.98%	998,859.00 10,980.56	0.89% 910.92	A2/A A	0.18 0.17
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	08/24/2023 5.47%	1,001,440.00 1,000,189.73	100.61 4.16%	1,006,125.00 1,995.50	0.90% 5,935.27	Aa2/A+ AA	0.47 0.37
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	1,000,000.00	10/31/2023 5.91%	999,160.00 999,813.25	101.21 4.00%	1,012,084.00 19,770.06	0.90% 12,270.75	Aa3/A+ AA-	0.67 0.56
09247XAN1	BLACKROCK FINANCE INC 3.2 03/15/2027	750,000.00	06/03/2022 3.36%	744,562.50 748,816.98	99.54 3.66%	746,529.00 11,066.67	0.66% (2,287.98)	Aa3/AA- NA	1.04 0.99

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	500,000.00	03/14/2022 2.73%	489,930.00 497,908.75	98.63 3.66%	493,131.50 5,302.78	0.44% (4,777.25)	Aa2/AA A+	1.04 1.00
857477CL5	STATE STREET CORP 4.993 03/18/2027	1,000,000.00	03/19/2024 5.00%	999,860.00 999,951.02	101.22 3.79%	1,012,197.00 22,607.19	0.90% 12,245.98	Aa3/A AA-	1.05 0.91
023135CF1	AMAZON.COM INC 3.3 04/13/2027	500,000.00	06/09/2022 3.59%	493,600.00 498,520.57	99.66 3.61%	498,288.50 6,325.00	0.44% (232.07)	A1/AA AA-	1.12 1.07
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	750,000.00	06/29/2022 3.91%	752,805.00 750,651.39	100.34 3.70%	752,555.25 9,250.00	0.67% 1,903.86	A2/A+ A+	1.19 1.06
931142EX7	WALMART INC 3.95 09/09/2027	750,000.00	09/08/2022 3.92%	751,140.00 750,334.62	100.53 3.59%	753,973.50 14,154.17	0.67% 3,638.88	Aa2/AA AA	1.53 1.36
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	12/28/2022 4.66%	695,400.00 731,498.40	98.85 3.68%	741,393.00 8,358.33	0.66% 9,894.60	A2/A+ A	1.63 1.55
037833DK3	APPLE INC 3.0 11/13/2027	1,000,000.00	01/27/2023 4.12%	951,990.00 982,906.57	99.23 3.47%	992,314.00 9,000.00	0.88% 9,407.43	Aaa/AA+ NA	1.71 1.62
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	500,000.00	01/27/2023 4.30%	506,670.00 502,512.80	101.76 3.61%	508,779.00 3,258.33	0.45% 6,266.20	A1/A+ NA	1.87 1.76
713448FL7	PEPSICO INC 3.6 02/18/2028	1,000,000.00	03/16/2023 4.29%	969,840.00 987,925.92	100.02 3.59%	1,000,179.00 1,300.00	0.89% 12,253.08	A1/A+ NA	1.97 1.88
57636QAW4	MASTERCARD INC 4.875 03/09/2028	1,000,000.00	03/16/2023 4.53%	1,015,050.00 1,005,979.57	102.19 3.74%	1,021,886.00 23,291.67	0.91% 15,906.43	Aa3/A+ NA	2.03 1.80
90331HPS6	US BANK NA 4.73 05/15/2028	1,250,000.00	05/12/2025 4.86%	1,250,475.00 1,250,345.78	100.99 4.20%	1,262,415.00 17,409.03	1.12% 12,069.22	A2/A+ A+	2.21 1.14
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,000,000.00	05/09/2023 4.07%	999,240.00 999,663.89	100.79 3.67%	1,007,949.00 11,700.00	0.90% 8,285.11	Aa3/A+ NA	2.22 2.00
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	535,000.00	07/11/2023 4.98%	534,202.85 534,622.15	102.82 3.69%	550,100.91 3,457.44	0.49% 15,478.76	A1/A A+	2.38 2.21
756109CW2	REALTY INCOME CORP 3.95 02/01/2029	1,500,000.00	09/29/2025 4.09%	1,493,835.00 1,494,576.43	100.22 3.87%	1,503,285.00 4,937.50	1.34% 8,708.58	A3/A- NA	2.93 2.65
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	1,250,000.00	02/12/2024 4.54%	1,247,675.00 1,248,626.95	102.27 3.68%	1,278,376.25 3,437.50	1.14% 29,749.30	Aa3/A+ NA	2.95 2.65
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/28/2024 4.81%	1,252,025.00 1,251,200.08	102.98 3.78%	1,287,282.50 842.01	1.15% 36,082.42	A1/AA- NA	3.00 2.69
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	1,250,000.00	05/16/2024 4.81%	1,251,912.50 1,251,199.70	103.23 3.70%	1,290,345.00 673.61	1.15% 39,145.30	A2/A A+	3.00 2.77
09290DAA9	BLACKROCK INC 4.7 03/14/2029	750,000.00	07/22/2024 4.65%	751,597.50 751,035.93	102.64 3.77%	769,798.50 16,352.08	0.69% 18,762.57	Aa3/AA- NA	3.04 2.68

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	750,000.00	06/11/2024 5.01%	744,682.50 746,509.39	103.24 3.79%	774,304.50 8,083.33	0.69% 27,795.11	A1/A A+	3.28 2.98
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/24/2024 4.81%	1,246,925.00 1,247,958.98	102.98 3.78%	1,287,283.75 10,885.42	1.15% 39,324.77	A2/A A	3.32 2.96
025816EJ4	AMERICAN EXPRESS CO 4.351 07/20/2029	1,500,000.00	07/22/2025 4.32%	1,501,260.00 1,501,007.08	100.94 4.09%	1,514,118.00 7,432.96	1.35% 13,110.92	A2/A- A	3.39 2.24
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	750,000.00	03/26/2025 4.75%	756,720.00 755,090.47	102.73 4.24%	770,505.75 3,967.83	0.69% 15,415.28	A1/A AA-	3.90 2.66
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	1,000,000.00	02/07/2025 4.92%	1,001,400.00 1,001,100.00	103.60 3.95%	1,036,042.00 3,300.00	0.92% 34,942.00	A2/NA A	3.94 3.48
194162AT0	COLGATE-PALMOLIVE CO 4.2 05/01/2030	1,000,000.00	05/01/2025 4.14%	1,002,580.00 1,002,144.49	101.54 3.80%	1,015,396.00 14,000.00	0.90% 13,251.51	Aa3/A+ NA	4.17 3.67
30303MAB8	META PLATFORMS INC 4.2 11/15/2030	1,250,000.00	11/17/2025 4.18%	1,251,350.00 1,251,272.41	100.88 3.99%	1,260,993.75 17,208.33	1.12% 9,721.34	Aa3/AA- NA	4.71 4.11
02079KAW7	ALPHABET INC 4.1 11/15/2030	1,250,000.00	11/17/2025 4.05%	1,252,925.00 1,252,756.88	100.91 3.89%	1,261,338.75 16,371.53	1.12% 8,581.87	Aa2/AA+ NA	4.71 4.12
Total Corporate		**29,035,000.00**	**4.50%**	**28,873,122.85** **28,994,068.25**	**101.30** **3.83%**	**29,407,828.41** **286,718.83**	**26.17%** **413,760.16**		**2.51** **2.16**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	2,487,346.30	-- 3.54%	2,487,346.30 2,487,346.30	1.00 5.17%	2,487,346.30 0.00	2.21% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**2,487,346.30**	**3.54%**	**2,487,346.30** **2,487,346.30**	**1.00** **5.17%**	**2,487,346.30** **0.00**	**2.21%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	1,500,000.00	07/24/2023 4.19%	1,454,115.00 1,478,133.13	100.21 3.40%	1,503,172.50 7,145.83	1.34% 25,039.37	Aaa/AAA NA	2.37 2.24
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	2,000,000.00	12/28/2023 3.96%	1,929,020.00 1,961,650.23	99.28 3.42%	1,985,698.00 28,298.61	1.77% 24,047.77	Aaa/AAA NA	2.56 2.39

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total				**3,383,135.00**	**99.68**	**3,488,870.50**	**3.11%**		**2.48**
Supranational		**3,500,000.00**	**4.06%**	**3,439,783.35**	**3.41%**	**35,444.44**	**49,087.15**		**2.32**
US TREASURY									
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	1,500,000.00	09/28/2021 0.93%	1,487,871.09 1,499,778.53	99.76 3.71%	1,496,454.00 4,697.80	1.33% (3,324.53)	Aa1/AA+ AA+	0.08 0.08
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	1,300,000.00	08/29/2022 3.36%	1,255,972.66 1,298,025.68	99.78 3.69%	1,297,158.20 10,320.10	1.15% (867.48)	Aa1/AA+ AA+	0.17 0.16
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	1,500,000.00	06/03/2022 2.94%	1,376,484.38 1,492,274.97	99.27 3.71%	1,489,078.50 2,812.50	1.33% (3,196.47)	Aa1/AA+ AA+	0.25 0.25
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	1,000,000.00	04/17/2025 3.95%	1,001,875.00 1,000,474.34	100.13 3.63%	1,001,330.00 8,612.64	0.89% 855.66	Aa1/AA+ AA+	0.29 0.29
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	1,500,000.00	06/03/2022 2.93%	1,364,414.06 1,486,405.63	98.76 3.63%	1,481,455.50 751.04	1.32% (4,950.13)	Aa1/AA+ AA+	0.42 0.41
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	1,600,000.00	10/04/2022 4.00%	1,457,250.00 1,583,092.73	99.02 3.66%	1,584,374.40 928.18	1.41% 1,281.67	Aa1/AA+ AA+	0.46 0.45
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	1,000,000.00	05/26/2022 2.73%	924,257.81 989,808.54	98.42 3.65%	984,238.00 3,653.85	0.88% (5,570.54)	Aa1/AA+ AA+	0.59 0.57
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	1,000,000.00	05/26/2022 2.72%	937,500.00 989,583.33	98.29 3.59%	982,875.00 3,125.00	0.87% (6,708.33)	Aa1/AA+ AA+	0.75 0.73
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	1,500,000.00	06/03/2022 2.95%	1,391,015.63 1,480,083.74	98.12 3.56%	1,471,858.50 3,107.73	1.31% (8,225.24)	Aa1/AA+ AA+	0.84 0.81
912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	1,500,000.00	06/09/2022 3.08%	1,397,578.13 1,479,708.87	98.17 3.55%	1,472,496.00 1,802.49	1.31% (7,212.87)	Aa1/AA+ AA+	0.92 0.90
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,700,000.00	10/04/2022 3.94%	1,585,050.78 1,674,688.09	98.79 3.54%	1,679,453.80 1,479.28	1.49% 4,765.71	Aa1/AA+ AA+	0.96 0.94
91282CMV0	UNITED STATES TREASURY 3.875 03/31/2027	1,500,000.00	06/17/2025 3.97%	1,497,421.88 1,498,435.70	100.38 3.51%	1,505,742.00 24,271.98	1.34% 7,306.30	Aa1/AA+ AA+	1.08 1.03
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	1,500,000.00	06/09/2022 3.07%	1,478,085.94 1,494,782.37	99.16 3.49%	1,487,344.50 13,787.98	1.32% (7,437.87)	Aa1/AA+ AA+	1.17 1.12
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	1,500,000.00	09/27/2022 4.20%	1,428,808.59 1,478,302.06	99.54 3.44%	1,493,145.00 127.38	1.33% 14,842.94	Aa1/AA+ AA+	1.50 1.45
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,150,000.00	12/28/2022 4.02%	1,060,560.55 1,118,681.13	98.08 3.42%	1,127,898.15 7,576.66	1.00% 9,217.02	Aa1/AA+ AA+	1.71 1.64
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	2,000,000.00	02/23/2023 4.15%	1,942,421.88 1,977,551.58	100.19 3.39%	2,003,828.00 5,607.73	1.78% 26,276.42	Aa1/AA+ AA+	1.92 1.84

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	2,000,000.00	05/31/2023 3.84%	1,981,171.88 1,991,882.04	100.46 3.39%	2,009,296.00 30,274.73	1.79% 17,413.96	Aa1/AA+ AA+	2.09 1.96
91282CMW8	UNITED STATES TREASURY 3.75 04/15/2028	750,000.00	05/01/2025 3.64%	752,314.45 751,664.52	100.73 3.39%	755,449.50 10,585.51	0.67% 3,784.98	Aa1/AA+ AA+	2.13 2.00
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	1,500,000.00	10/30/2024 4.11%	1,494,199.22 1,496,306.23	101.38 3.38%	1,520,742.00 9,944.75	1.35% 24,435.77	Aa1/AA+ AA+	2.34 2.20
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	2,250,000.00	08/19/2025 3.71%	2,259,843.75 2,258,051.44	101.10 3.39%	2,274,698.25 10,838.23	2.02% 16,646.81	Aa1/AA+ AA+	2.38 2.24
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	1,750,000.00	03/12/2024 4.20%	1,657,031.25 1,698,337.91	98.81 3.38%	1,729,218.75 1,945.79	1.54% 30,880.84	Aa1/AA+ AA+	2.46 2.35
91282CPP0	UNITED STATES TREASURY 3.5 12/15/2028	2,000,000.00	02/26/2026 3.45%	2,002,421.88 2,002,417.14	100.30 3.39%	2,005,938.00 14,615.38	1.79% 3,520.86	Aa1/AA+ AA+	2.80 2.62
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	1,000,000.00	07/23/2024 4.18%	937,929.69 958,421.30	97.97 3.42%	979,688.00 6,875.00	0.87% 21,266.70	Aa1/AA+ AA+	3.25 3.05
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/03/2024 3.69%	2,027,343.75 2,019,053.60	101.85 3.42%	2,037,032.00 6,408.84	1.81% 17,978.40	Aa1/AA+ AA+	3.42 3.17
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	09/17/2024 3.45%	1,971,093.75 1,979,551.39	98.99 3.43%	1,979,844.00 169.84	1.76% 292.61	Aa1/AA+ AA+	3.50 3.28
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	1,500,000.00	12/30/2024 4.38%	1,483,535.16 1,487,499.78	102.33 3.44%	1,534,921.50 20,681.98	1.37% 47,421.72	Aa1/AA+ AA+	3.67 3.34
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,500,000.00	12/30/2024 4.38%	1,499,589.84 1,499,685.30	103.28 3.45%	1,549,159.50 10,877.07	1.38% 49,474.20	Aa1/AA+ AA+	3.84 3.49
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	1,250,000.00	02/07/2025 4.34%	1,245,263.67 1,246,265.18	102.88 3.46%	1,285,937.50 4,255.87	1.14% 39,672.32	Aa1/AA+ AA+	3.92 3.58
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,000,000.00	03/26/2025 4.09%	1,991,875.00 1,993,406.06	101.98 3.47%	2,039,532.00 217.39	1.82% 46,125.94	Aa1/AA+ AA+	4.00 3.67
91282CNK3	UNITED STATES TREASURY 3.875 06/30/2030	1,000,000.00	12/29/2025 3.64%	1,009,648.44 1,009,290.22	101.56 3.48%	1,015,586.00 6,422.65	0.90% 6,295.78	Aa1/AA+ AA+	4.33 3.94
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	1,500,000.00	09/11/2025 3.57%	1,520,625.00 1,518,658.51	101.57 3.49%	1,523,554.50 4,656.42	1.36% 4,895.99	Aa1/AA+ AA+	4.42 4.02
91282CQD6	UNITED STATES TREASURY 3.5 02/28/2031	2,250,000.00	02/26/2026 3.59%	2,241,210.94 2,241,210.94	99.92 3.52%	2,248,242.75 427.99	2.00% 7,031.81	Aa1/AA+ AA+	5.00 4.54
				47,661,666.05	**100.12**	**49,047,569.80**	**43.65%**		**2.21**
Total US Treasury		**49,000,000.00**	**3.62%**	**48,693,378.88**	**3.49%**	**231,859.76**	**354,190.92**		**2.05**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
				109,782,390.21	100.16	112,359,494.38	100.00%		2.36
Total Portfolio		111,879,868.52	4.04%	111,089,079.35	3.64%	795,380.73	1,270,415.03		2.13
Total Market Value + Accrued						113,154,875.11			

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of February 28, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/02/2026	60934N104	1,417,833.33	FEDERATED HRMS GV O INST	1.000	3.54%	(1,417,833.33)	0.00	(1,417,833.33)	0.00
Purchase	02/03/2026	60934N104	1,621.83	FEDERATED HRMS GV O INST	1.000	3.54%	(1,621.83)	0.00	(1,621.83)	0.00
Purchase	02/05/2026	3137FXZ35	1,500,000.00	FHMS K-127 A2 2.108 01/25/2031	91.223	4.08%	(1,368,339.84)	(351.33)	(1,368,691.17)	0.00
Purchase	02/09/2026	60934N104	52,875.00	FEDERATED HRMS GV O INST	1.000	3.52%	(52,875.00)	0.00	(52,875.00)	0.00
Purchase	02/17/2026	60934N104	1,586,281.25	FEDERATED HRMS GV O INST	1.000	3.53%	(1,586,281.25)	0.00	(1,586,281.25)	0.00
Purchase	02/18/2026	60934N104	45,630.00	FEDERATED HRMS GV O INST	1.000	3.55%	(45,630.00)	0.00	(45,630.00)	0.00
Purchase	02/25/2026	60934N104	34,333.28	FEDERATED HRMS GV O INST	1.000	3.54%	(34,333.28)	0.00	(34,333.28)	0.00
Purchase	02/25/2026	60934N104	2,155.21	FEDERATED HRMS GV O INST	1.000	3.54%	(2,155.21)	0.00	(2,155.21)	0.00
Purchase	02/26/2026	60934N104	2,071,562.50	FEDERATED HRMS GV O INST	1.000	3.54%	(2,071,562.50)	0.00	(2,071,562.50)	0.00
Purchase	02/27/2026	91282CPP0	2,000,000.00	UNITED STATES TREASURY 3.5 12/15/2028	100.121	3.45%	(2,002,421.88)	(14,230.77)	(2,016,652.65)	0.00
Purchase	03/02/2026	91282CQD6	2,250,000.00	UNITED STATES TREASURY 3.5 02/28/2031	99.609	3.59%	(2,241,210.94)	(427.99)	(2,241,638.93)	0.00
Total Purchase			**10,962,292.40**				**(10,824,265.06)**	**(15,010.09)**	**(10,839,275.15)**	**0.00**
TOTAL ACQUISITIONS			**10,962,292.40**				**(10,824,265.06)**	**(15,010.09)**	**(10,839,275.15)**	**0.00**
DISPOSITIONS										
Maturity	02/15/2026	91282CGL9	(1,500,000.00)	UNITED STATES TREASURY 4.0 02/15/2026	100.000	4.17%	1,500,000.00	0.00	1,500,000.00	0.00

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of February 28, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Maturity	02/26/2026	3133EPLC7	(2,000,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	100.000	4.37%	2,000,000.00	0.00	2,000,000.00	0.00
Total Maturity			**(3,500,000.00)**				**3,500,000.00**	**0.00**	**3,500,000.00**	**0.00**
Sale	02/05/2026	60934N104	(1,368,691.17)	FEDERATED HRMS GV O INST	1.000	3.53%	1,368,691.17	0.00	1,368,691.17	0.00
Sale	02/10/2026	60934N104	(8,280.11)	FEDERATED HRMS GV O INST	1.000	3.52%	8,280.11	0.00	8,280.11	0.00
Sale	02/27/2026	60934N104	(1,986,340.15)	FEDERATED HRMS GV O INST	1.000	3.54%	1,986,340.15	0.00	1,986,340.15	0.00
Total Sale			**(3,363,311.43)**				**3,363,311.43**	**0.00**	**3,363,311.43**	**0.00**
TOTAL DISPOSITIONS			**(6,863,311.43)**				**6,863,311.43**	**0.00**	**6,863,311.43**	**0.00**
OTHER TRANSACTIONS										
Coupon	02/01/2026	3137H9D71	0.00	FHMS K-750 A2 3.0 09/25/2029		4.49%	2,500.00	0.00	2,500.00	0.00
Coupon	02/01/2026	3137FBBX3	0.00	FHMS K-068 A2 3.244 08/25/2027		4.42%	2,703.33	0.00	2,703.33	0.00
Coupon	02/01/2026	3137HA4B9	0.00	FHMS K-751 A2 4.412 03/25/2030		4.40%	5,515.00	0.00	5,515.00	0.00
Coupon	02/01/2026	3137FRUT6	0.00	FHMS K-106 A2 2.069 01/25/2030		4.35%	2,155.21	0.00	2,155.21	0.00
Coupon	02/01/2026	3137FJZ93	0.00	FHMS K-084 A2 3.78 10/25/2028		4.34%	3,150.00	0.00	3,150.00	0.00
Coupon	02/01/2026	3137FJKE8	0.00	FHMS K-082 A2 3.92 09/25/2028		4.27%	4,083.33	0.00	4,083.33	0.00
Coupon	02/01/2026	3137FKZZ2	0.00	FHMS K-088 A2 3.69 01/25/2029		4.21%	3,075.00	0.00	3,075.00	0.00
Coupon	02/01/2026	756109CW2	0.00	REALTY INCOME CORP 3.95 02/01/2029		4.09%	18,927.08	0.00	18,927.08	0.00

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of February 28, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	02/01/2026	3137FHPJ6	0.00	FHMS K-080 A2 3.926 07/25/2028		3.86%	3,926.00	0.00	3,926.00	0.00
Coupon	02/01/2026	3137FLN91	0.00	FHMS K-091 A2 3.505 03/25/2029		3.75%	2,920.83	0.00	2,920.83	0.00
Coupon	02/01/2026	3137FL6P4	0.00	FHMS K-089 A2 3.563 01/25/2029		3.74%	3,711.46	0.00	3,711.46	0.00
Coupon	02/01/2026	3137FLYV0	0.00	FHMS K-092 A2 3.298 04/25/2029		3.74%	2,748.33	0.00	2,748.33	0.00
Coupon	02/07/2026	63743HFX5	0.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		4.92%	24,750.00	0.00	24,750.00	0.00
Coupon	02/09/2026	532457CK2	0.00	ELI LILLY AND CO 4.5 02/09/2029		4.54%	28,125.00	0.00	28,125.00	0.00
Coupon	02/15/2026	9128284V9	0.00	UNITED STATES TREASURY 2.875 08/15/2028		4.20%	25,156.25	0.00	25,156.25	0.00
Coupon	02/15/2026	91282CGL9	0.00	UNITED STATES TREASURY 4.0 02/15/2026		4.17%	30,000.00	0.00	30,000.00	0.00
Coupon	02/15/2026	9128282A7	0.00	UNITED STATES TREASURY 1.5 08/15/2026		4.00%	12,000.00	0.00	12,000.00	0.00
Coupon	02/15/2026	912828V98	0.00	UNITED STATES TREASURY 2.25 02/15/2027		3.94%	19,125.00	0.00	19,125.00	0.00
Coupon	02/18/2026	06428CAA2	0.00	BANK OF AMERICA NA 5.526 08/18/2026		5.47%	27,630.00	0.00	27,630.00	0.00
Coupon	02/18/2026	713448FL7	0.00	PEPSICO INC 3.6 02/18/2028		4.29%	18,000.00	0.00	18,000.00	0.00
Coupon	02/26/2026	17275RBR2	0.00	CISCO SYSTEMS INC 4.85 02/26/2029		4.81%	30,312.50	0.00	30,312.50	0.00

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of February 28, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	02/26/2026	3133EPLC7	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026		4.37%	41,250.00	0.00	41,250.00	0.00
Coupon	02/27/2026	14913UAJ9	0.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		4.81%	30,312.50	0.00	30,312.50	0.00
Coupon	02/28/2026	91282CFH9	0.00	UNITED STATES TREASURY 3.125 08/31/2027		4.20%	23,437.50	0.00	23,437.50	0.00
Coupon	02/28/2026	91282CGQ8	0.00	UNITED STATES TREASURY 4.0 02/28/2030		4.09%	40,000.00	0.00	40,000.00	0.00
Coupon	02/28/2026	91282CFJ5	0.00	UNITED STATES TREASURY 3.125 08/31/2029		3.45%	31,250.00	0.00	31,250.00	0.00
Total Coupon			**0.00**				**436,764.32**	**0.00**	**436,764.32**	**0.00**
Dividend	02/27/2026	60934N104	0.00	FEDERATED HRMS GV O INST		3.54%	4,473.65	0.00	4,473.65	0.00
Total Dividend			**0.00**				**4,473.65**	**0.00**	**4,473.65**	**0.00**
Management Fee	02/10/2026	CCYUSD	(8,280.11)	Cash		0.00%	(8,280.11)	0.00	(8,280.11)	0.00
Total Management Fee			**(8,280.11)**				**(8,280.11)**	**0.00**	**(8,280.11)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(8,280.11)**				**432,957.86**	**0.00**	**432,957.86**	**0.00**

INCOME EARNED

City of Buena Park Core | Account #405 | As of February 28, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	2,487,346.30	638,365.33 5,212,292.40 (3,363,311.43) 2,487,346.30	0.00 1,621.83 0.00 1,621.83	0.00 0.00 0.00 1,621.83	1,621.83
CCYUSD	Payable	(2,241,638.93)	0.00 0.00 0.00 (2,241,638.93)	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
CCYUSD	Receivable	99,161.15	1,400,528.08 0.00 0.00 99,161.15	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**344,868.52**	**2,038,893.41** **5,212,292.40** **(3,363,311.43)** **344,868.52**	**0.00** **1,621.83** **0.00** **1,621.83**	**0.00** **0.00** **0.00** **1,621.83**	**1,621.83**
FIXED INCOME						
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	03/16/2023 03/20/2023 1,000,000.00	997,036.11 0.00 0.00 997,948.08	8,188.89 0.00 10,980.56 2,791.67	911.96 0.00 911.96 3,703.63	3,703.63
02079KAW7	ALPHABET INC 4.1 11/15/2030	11/17/2025 11/18/2025 1,250,000.00	1,252,802.58 0.00 0.00 1,252,756.88	12,100.69 0.00 16,371.53 4,270.83	0.00 (45.70) (45.70) 4,225.13	4,225.13
023135CF1	AMAZON.COM INC 3.3 04/13/2027	06/09/2022 06/13/2022 500,000.00	498,419.04 0.00 0.00 498,520.57	4,950.00 0.00 6,325.00 1,375.00	101.53 0.00 101.53 1,476.53	1,476.53
025816EJ4	AMERICAN EXPRESS CO 4.351 07/20/2029	07/22/2025 07/25/2025 1,500,000.00	1,501,039.41 0.00 0.00 1,501,007.08	1,994.21 0.00 7,432.96 5,438.75	0.00 (32.34) (32.34) 5,406.41	5,406.41

INCOME EARNED

City of Buena Park Core | Account #405 | As of February 28, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
037833DK3	APPLE INC 3.0 11/13/2027	01/27/2023 01/31/2023 1,000,000.00	982,137.09 0.00 0.00 982,906.57	6,500.00 0.00 9,000.00 2,500.00	769.48 0.00 769.48 3,269.48	3,269.48
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	08/24/2023 08/28/2023 1,000,000.00	1,000,227.94 0.00 0.00 1,000,189.73	25,020.50 27,630.00 1,995.50 4,605.00	0.00 (38.22) (38.22) 4,566.78	4,566.78
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	03/14/2022 03/16/2022 500,000.00	497,754.25 0.00 0.00 497,908.75	4,344.44 0.00 5,302.78 958.33	154.50 0.00 154.50 1,112.83	1,112.83
09247XAN1	BLACKROCK FINANCE INC 3.2 03/15/2027	06/03/2022 06/07/2022 750,000.00	748,729.58 0.00 0.00 748,816.98	9,066.67 0.00 11,066.67 2,000.00	87.40 0.00 87.40 2,087.40	2,087.40
09290DAA9	BLACKROCK INC 4.7 03/14/2029	07/22/2024 07/23/2024 750,000.00	751,062.76 0.00 0.00 751,035.93	13,414.58 0.00 16,352.08 2,937.50	0.00 (26.83) (26.83) 2,910.67	2,910.67
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	05/16/2024 05/20/2024 1,250,000.00	1,251,230.40 0.00 0.00 1,251,199.70	25,934.03 30,312.50 673.61 5,052.08	0.00 (30.71) (30.71) 5,021.38	5,021.38
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/28/2024 03/01/2024 1,250,000.00	1,251,231.72 0.00 0.00 1,251,200.08	26,102.43 30,312.50 842.01 5,052.08	0.00 (31.64) (31.64) 5,020.44	5,020.44
194162AT0	COLGATE-PALMOLIVE CO 4.2 05/01/2030	05/01/2025 05/02/2025 1,000,000.00	1,002,184.74 0.00 0.00 1,002,144.49	10,500.00 0.00 14,000.00 3,500.00	0.00 (40.25) (40.25) 3,459.75	3,459.75
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	07/11/2023 07/14/2023 535,000.00	534,609.93 0.00 0.00 534,622.15	1,250.56 0.00 3,457.44 2,206.88	12.22 0.00 12.22 2,219.09	2,219.09

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	06/11/2024 06/12/2024 750,000.00	746,427.81 0.00 0.00 746,509.39	5,052.08 0.00 8,083.33 3,031.25	81.58 0.00 81.58 3,112.83	3,112.83
30303MAB8	META PLATFORMS INC 4.2 11/15/2030	11/17/2025 11/18/2025 1,250,000.00	1,251,293.50 0.00 0.00 1,251,272.41	12,833.33 0.00 17,208.33 4,375.00	0.00 (21.09) (21.09) 4,353.91	4,353.91
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	03/16/2023 03/17/2023 1,000,000.00	999,892.67 0.00 0.00 999,967.80	15,812.50 0.00 19,250.00 3,437.50	75.13 0.00 75.13 3,512.63	3,512.63
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	08/24/2023 08/28/2023 1,000,000.00	999,766.03 0.00 0.00 999,816.04	6,465.28 0.00 10,423.61 3,958.33	50.01 0.00 50.01 4,008.34	4,008.34
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	09/11/2023 09/12/2023 1,600,000.00	1,595,484.19 0.00 0.00 1,595,617.29	27,805.56 0.00 33,638.89 5,833.33	133.10 0.00 133.10 5,966.43	5,966.43
3130B1BC0	FEDERAL HOME LOAN BANKS 4.625 06/08/2029	06/11/2024 06/12/2024 1,200,000.00	1,204,476.10 0.00 0.00 1,204,373.62	8,170.83 0.00 12,795.83 4,625.00	0.00 (102.48) (102.48) 4,522.52	4,522.52
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	07/22/2024 07/23/2024 2,000,000.00	2,006,753.25 0.00 0.00 2,006,371.25	12,847.22 0.00 20,555.56 7,708.33	0.00 (382.00) (382.00) 7,326.33	7,326.33
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	11/14/2023 11/15/2023 2,500,000.00	2,493,375.12 0.00 0.00 2,493,557.70	25,052.08 0.00 34,687.50 9,635.42	182.58 0.00 182.58 9,817.99	9,817.99
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	05/09/2023 05/10/2023 2,000,000.00	2,000,433.17 0.00 0.00 2,000,292.14	20,666.67 0.00 27,333.33 6,666.67	0.00 (141.03) (141.03) 6,525.63	6,525.63

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3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	06/07/2023 06/08/2023 0.00	1,999,691.80 0.00 (2,000,000.00) 0.00	35,520.83 41,250.00 0.00 5,729.17	308.20 0.00 308.20 6,037.37	6,037.37
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	01/29/2024 01/31/2024 2,000,000.00	1,990,683.11 0.00 0.00 1,990,924.21	2,798.61 0.00 9,256.94 6,458.33	241.10 0.00 241.10 6,699.44	6,699.44
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	10/31/2023 11/01/2023 1,000,000.00	999,749.90 0.00 0.00 999,789.02	138.89 0.00 4,305.56 4,166.67	39.12 0.00 39.12 4,205.79	4,205.79
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	04/10/2024 04/15/2024 1,750,000.00	1,735,804.76 0.00 0.00 1,736,146.23	23,606.77 0.00 29,986.98 6,380.21	341.47 0.00 341.47 6,721.67	6,721.67
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	01/29/2024 01/31/2024 1,000,000.00	983,411.46 0.00 0.00 984,262.15	2,703.33 2,703.33 2,703.33 2,703.33	850.69 0.00 850.69 3,554.02	3,554.02
3137FHPJ6	FHMS K-080 A2 3.926 07/25/2028	11/05/2025 11/10/2025 1,200,000.00	1,199,785.80 0.00 0.00 1,199,792.61	3,926.00 3,926.00 3,926.00 3,926.00	6.81 0.00 6.81 3,932.81	3,932.81
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	06/10/2025 06/13/2025 1,250,000.00	1,237,940.62 0.00 0.00 1,238,298.69	4,083.33 4,083.33 4,083.33 4,083.33	358.07 0.00 358.07 4,441.40	4,441.40
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	12/09/2024 12/12/2024 1,000,000.00	985,333.20 0.00 0.00 985,755.26	3,150.00 3,150.00 3,150.00 3,150.00	422.07 0.00 422.07 3,572.07	3,572.07
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	04/17/2025 04/23/2025 1,000,000.00	985,012.34 0.00 0.00 985,406.38	3,075.00 3,075.00 3,075.00 3,075.00	394.04 0.00 394.04 3,469.04	3,469.04

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3137FL6P4	FHMS K-089 A2 3.563 01/25/2029	12/29/2025 01/02/2026 1,250,000.00	1,241,879.15 0.00 0.00 1,242,092.65	3,711.46 3,711.46 3,711.46 3,711.46	213.51 0.00 213.51 3,924.97	3,924.97
3137FLN91	FHMS K-091 A2 3.505 03/25/2029	09/11/2025 09/16/2025 1,000,000.00	991,824.11 0.00 0.00 992,027.78	2,920.83 2,920.83 2,920.83 2,920.83	203.67 0.00 203.67 3,124.50	3,124.50
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	09/17/2024 09/20/2024 1,000,000.00	986,470.30 0.00 0.00 986,798.29	2,748.33 2,748.33 2,748.33 2,748.33	327.99 0.00 327.99 3,076.32	3,076.32
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	06/10/2025 06/13/2025 1,250,000.00	1,148,895.54 0.00 0.00 1,150,875.21	2,155.21 2,155.21 2,155.21 2,155.21	1,979.67 0.00 1,979.67 4,134.88	4,134.88
3137FXZ35	FHMS K-127 A2 2.108 01/25/2031	02/02/2026 02/05/2026 1,500,000.00	0.00 1,368,339.84 0.00 1,370,104.13	0.00 (351.33) 2,635.00 2,283.67	1,764.29 0.00 1,764.29 4,047.96	4,047.96
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	10/30/2024 11/04/2024 1,000,000.00	954,792.76 0.00 0.00 955,760.50	2,500.00 2,500.00 2,500.00 2,500.00	967.74 0.00 967.74 3,467.74	3,467.74
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	03/26/2025 03/31/2025 1,500,000.00	1,498,931.29 0.00 0.00 1,498,951.38	5,515.00 5,515.00 5,515.00 5,515.00	20.10 0.00 20.10 5,535.10	5,535.10
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/24/2024 06/25/2024 1,250,000.00	1,247,911.83 0.00 0.00 1,247,958.98	5,937.50 0.00 10,885.42 4,947.92	47.15 0.00 47.15 4,995.07	4,995.07
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	12/28/2023 12/29/2023 2,000,000.00	1,960,498.09 0.00 0.00 1,961,650.23	23,090.28 0.00 28,298.61 5,208.33	1,152.14 0.00 1,152.14 6,360.47	6,360.47

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459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 1,500,000.00	1,477,424.48 0.00 0.00 1,478,133.13	2,770.83 0.00 7,145.83 4,375.00	708.65 0.00 708.65 5,083.65	5,083.65
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	03/26/2025 03/27/2025 750,000.00	755,225.06 0.00 0.00 755,090.47	835.33 0.00 3,967.83 3,132.50	0.00 (134.59) (134.59) 2,997.91	2,997.91
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	02/12/2024 02/14/2024 1,250,000.00	1,248,591.22 0.00 0.00 1,248,626.95	26,875.00 28,125.00 3,437.50 4,687.50	35.73 0.00 35.73 4,723.23	4,723.23
57636QAW4	MASTERCARD INC 4.875 03/09/2028	03/16/2023 03/20/2023 1,000,000.00	1,006,215.39 0.00 0.00 1,005,979.57	19,229.17 0.00 23,291.67 4,062.50	0.00 (235.81) (235.81) 3,826.69	3,826.69
58933YBH7	MERCK & CO INC 4.05 05/17/2028	05/09/2023 05/17/2023 1,000,000.00	999,652.24 0.00 0.00 999,663.89	8,325.00 0.00 11,700.00 3,375.00	11.65 0.00 11.65 3,386.65	3,386.65
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	10/31/2023 11/02/2023 1,000,000.00	999,791.73 0.00 0.00 999,813.25	14,868.39 0.00 19,770.06 4,901.67	21.52 0.00 21.52 4,923.19	4,923.19
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	02/07/2025 02/10/2025 1,000,000.00	1,001,121.88 0.00 0.00 1,001,100.00	23,925.00 24,750.00 3,300.00 4,125.00	0.00 (21.88) (21.88) 4,103.13	4,103.13
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	06/29/2022 07/01/2022 750,000.00	750,696.43 0.00 0.00 750,651.39	6,750.00 0.00 9,250.00 2,500.00	0.00 (45.03) (45.03) 2,454.97	2,454.97
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	01/27/2023 01/31/2023 500,000.00	502,616.27 0.00 0.00 502,512.80	1,341.67 0.00 3,258.33 1,916.67	0.00 (103.47) (103.47) 1,813.20	1,813.20

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713448FL7	PEPSICO INC 3.6 02/18/2028	03/16/2023 03/20/2023 1,000,000.00	987,455.72 0.00 0.00 987,925.92	16,300.00 18,000.00 1,300.00 3,000.00	470.20 0.00 470.20 3,470.20	3,470.20
756109CW2	REALTY INCOME CORP 3.95 02/01/2029	09/29/2025 10/06/2025 1,500,000.00	1,494,434.23 0.00 0.00 1,494,576.43	18,927.08 18,927.08 4,937.50 4,937.50	142.19 0.00 142.19 5,079.69	5,079.69
857477CL5	STATE STREET CORP 4.993 03/18/2027	03/19/2024 03/21/2024 1,000,000.00	999,947.43 0.00 0.00 999,951.02	18,446.36 0.00 22,607.19 4,160.83	3.59 0.00 3.59 4,164.42	4,164.42
90331HPS6	US BANK NA 4.73 05/15/2028	05/12/2025 05/15/2025 1,250,000.00	1,250,358.26 0.00 0.00 1,250,345.78	12,481.94 0.00 17,409.03 4,927.08	0.00 (12.48) (12.48) 4,914.61	4,914.61
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	10/04/2022 10/05/2022 1,600,000.00	1,580,257.98 0.00 0.00 1,583,092.73	11,086.96 12,000.00 928.18 1,841.22	2,834.75 0.00 2,834.75 4,675.97	4,675.97
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	12/28/2022 12/29/2022 1,150,000.00	1,117,275.80 0.00 0.00 1,118,681.13	5,575.28 0.00 7,576.66 2,001.38	1,405.33 0.00 1,405.33 3,406.72	3,406.72
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	03/12/2024 03/13/2024 1,750,000.00	1,696,727.07 0.00 0.00 1,698,337.91	23,242.19 25,156.25 1,945.79 3,859.85	1,610.84 0.00 1,610.84 5,470.69	5,470.69
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	08/29/2022 08/31/2022 1,300,000.00	1,297,104.33 0.00 0.00 1,298,025.68	7,931.98 0.00 10,320.10 2,388.12	921.35 0.00 921.35 3,309.47	3,309.47
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/04/2022 10/05/2022 1,700,000.00	1,672,668.91 0.00 0.00 1,674,688.09	17,669.84 19,125.00 1,479.28 2,934.44	2,019.18 0.00 2,019.18 4,953.63	4,953.63

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912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	06/09/2022 06/10/2022 1,500,000.00	1,478,017.95 0.00 0.00 1,479,708.87	62.15 11,250.00 1,802.49 12,990.33	1,690.93 0.00 1,690.93 14,681.26	14,681.26
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	03/29/2021 03/31/2021 0.00	0.00 0.00 0.00 0.00	0.00 2,343.75 0.00 2,343.75	0.00 0.00 0.00 2,343.75	2,343.75
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	09/28/2021 09/30/2021 1,500,000.00	1,499,571.83 0.00 0.00 1,499,778.53	3,832.42 0.00 4,697.80 865.38	206.70 0.00 206.70 1,072.09	1,072.09
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,489,898.04 0.00 0.00 1,492,274.97	1,947.12 0.00 2,812.50 865.38	2,376.93 0.00 2,376.93 3,242.32	3,242.32
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,483,901.41 0.00 0.00 1,486,405.63	25.90 4,687.50 751.04 5,412.64	2,504.23 0.00 2,504.23 7,916.86	7,916.86
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	05/26/2022 05/31/2022 1,000,000.00	988,468.81 0.00 0.00 989,808.54	2,980.77 0.00 3,653.85 673.08	1,339.72 0.00 1,339.72 2,012.80	2,012.80
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	05/26/2022 05/31/2022 1,000,000.00	988,518.86 0.00 0.00 989,583.33	2,163.46 0.00 3,125.00 961.54	1,064.48 0.00 1,064.48 2,026.02	2,026.02
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,478,255.36 0.00 0.00 1,480,083.74	1,657.46 0.00 3,107.73 1,450.28	1,828.38 0.00 1,828.38 3,278.65	3,278.65
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	06/09/2022 06/10/2022 1,500,000.00	1,494,438.62 0.00 0.00 1,494,782.37	10,597.38 0.00 13,787.98 3,190.61	343.75 0.00 343.75 3,534.36	3,534.36

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91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	07/23/2024 07/24/2024 1,000,000.00	957,440.50 0.00 0.00 958,421.30	4,759.62 0.00 6,875.00 2,115.38	980.80 0.00 980.80 3,096.18	3,096.18
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	09/27/2022 09/28/2022 1,500,000.00	1,477,193.41 0.00 0.00 1,478,302.06	19,941.30 0.00 127.38 (19,813.92)	1,108.65 0.00 1,108.65 (18,705.27)	(18,705.27)
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	09/17/2024 09/18/2024 2,000,000.00	1,979,103.72 0.00 0.00 1,979,551.39	26,588.40 0.00 169.84 (26,418.56)	447.66 0.00 447.66 (25,970.90)	(25,970.90)
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	02/23/2023 02/28/2023 2,000,000.00	1,976,654.92 0.00 0.00 1,977,551.58	193.37 35,000.00 5,607.73 40,414.36	896.66 0.00 896.66 41,311.02	41,311.02
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	05/31/2023 06/01/2023 0.00	1,499,907.20 0.00 (1,500,000.00) 0.00	27,717.39 30,000.00 0.00 2,282.61	92.80 0.00 92.80 2,375.41	2,375.41
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	03/26/2025 03/27/2025 2,000,000.00	1,993,279.60 0.00 0.00 1,993,406.06	34,033.15 0.00 217.39 (33,815.76)	126.46 0.00 126.46 (33,689.30)	(33,689.30)
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	05/31/2023 06/01/2023 2,000,000.00	1,991,583.35 0.00 0.00 1,991,882.04	24,697.80 0.00 30,274.73 5,576.92	298.69 0.00 298.69 5,875.61	5,875.61
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	04/17/2025 04/22/2025 1,000,000.00	1,000,599.64 0.00 0.00 1,000,474.34	5,439.56 0.00 8,612.64 3,173.08	0.00 (125.30) (125.30) 3,047.78	3,047.78
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	10/30/2024 10/31/2024 1,500,000.00	1,496,184.84 0.00 0.00 1,496,306.23	5,303.87 0.00 9,944.75 4,640.88	121.39 0.00 121.39 4,762.28	4,762.28

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91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	09/03/2024 09/04/2024 2,000,000.00	2,019,481.09 0.00 0.00 2,019,053.60	220.99 40,000.00 6,408.84 46,187.85	0.00 (427.48) (427.48) 45,760.36	45,760.36
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	12/30/2024 12/31/2024 1,500,000.00	1,487,238.58 0.00 0.00 1,487,499.78	15,896.06 0.00 20,681.98 4,785.91	261.20 0.00 261.20 5,047.11	5,047.11
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	12/30/2024 12/31/2024 1,500,000.00	1,499,679.02 0.00 0.00 1,499,685.30	5,801.11 0.00 10,877.07 5,075.97	6.29 0.00 6.29 5,082.26	5,082.26
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	02/07/2025 02/10/2025 1,250,000.00	1,246,192.16 0.00 0.00 1,246,265.18	146.75 26,562.50 4,255.87 30,671.62	73.03 0.00 73.03 30,744.64	30,744.64
91282CMV0	UNITED STATES TREASURY 3.875 03/31/2027	06/17/2025 06/18/2025 1,500,000.00	1,498,324.82 0.00 0.00 1,498,435.70	19,800.82 0.00 24,271.98 4,471.15	110.89 0.00 110.89 4,582.04	4,582.04
91282CMW8	UNITED STATES TREASURY 3.75 04/15/2028	05/01/2025 05/02/2025 750,000.00	751,724.58 0.00 0.00 751,664.52	8,422.05 0.00 10,585.51 2,163.46	0.00 (60.06) (60.06) 2,103.40	2,103.40
91282CNK3	UNITED STATES TREASURY 3.875 06/30/2030	12/29/2025 12/30/2025 1,000,000.00	1,009,454.65 0.00 0.00 1,009,290.22	3,425.41 0.00 6,422.65 2,997.24	0.00 (164.43) (164.43) 2,832.81	2,832.81
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	08/19/2025 08/20/2025 2,250,000.00	2,258,311.47 0.00 0.00 2,258,051.44	4,094.44 0.00 10,838.23 6,743.78	0.00 (260.02) (260.02) 6,483.76	6,483.76
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	09/11/2025 09/12/2025 1,500,000.00	1,518,982.40 0.00 0.00 1,518,658.51	160.57 29,062.50 4,656.42 33,558.36	0.00 (323.89) (323.89) 33,234.46	33,234.46

INCOME EARNED

City of Buena Park Core | Account #405 | As of February 28, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CPP0	UNITED STATES TREASURY 3.5 12/15/2028	02/26/2026 02/27/2026 2,000,000.00	0.00 2,002,421.88 0.00 2,002,417.14	0.00 (14,230.77) 14,615.38 384.61	0.00 (4.74) (4.74) 379.88	379.88
91282CQD6	UNITED STATES TREASURY 3.5 02/28/2031	02/26/2026 03/02/2026 2,250,000.00	0.00 2,241,210.94 0.00 2,241,210.94	0.00 (427.99) 427.99 (0.00)	0.00 0.00 0.00 (0.00)	(0.00)
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	12/28/2022 12/30/2022 750,000.00	730,624.80 0.00 0.00 731,498.40	6,514.58 0.00 8,358.33 1,843.75	873.60 0.00 873.60 2,717.35	2,717.35
931142EX7	WALMART INC 3.95 09/09/2027	09/08/2022 09/12/2022 750,000.00	750,352.43 0.00 0.00 750,334.62	11,685.42 0.00 14,154.17 2,468.75	0.00 (17.81) (17.81) 2,450.94	2,450.94
Total Fixed Income		**111,535,000.00**	**108,595,931.93** **5,611,972.66** **(3,500,000.00)** **110,744,210.83**	**896,345.27** **475,972.98** **795,380.73** **375,008.45**	**39,135.53** **(2,829.29)** **36,306.24** **411,314.68**	**411,314.68**
TOTAL PORTFOLIO		**111,879,868.52**	**110,634,825.34** **10,824,265.06** **(6,863,311.43)** **111,089,079.35**	**896,345.27** **477,594.81** **795,380.73** **376,630.28**	**39,135.53** **(2,829.29)** **36,306.24** **412,936.51**	**412,936.51**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MARCH 2026							
03/02/2026	Coupon	91282CGQ8	0.00	UNITED STATES TREASURY 4.0 02/28/2030		40,000.00	40,000.00
03/02/2026	Coupon	91282CFJ5	0.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
03/02/2026	Coupon	91282CFH9	0.00	UNITED STATES TREASURY 3.125 08/31/2027		23,437.50	23,437.50
03/02/2026	Dividend	60934N104	0.00	FEDERATED HRMS GV O INST	4,473.65		4,473.65
03/09/2026	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
03/09/2026	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
03/09/2026	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
03/13/2026	Coupon	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		20,625.00	20,625.00
03/13/2026	Final Maturity	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00		1,000,000.00
03/16/2026	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
03/16/2026	Coupon	09247XAN1	750,000.00	BLACKROCK FINANCE INC 3.2 03/15/2027		12,000.00	12,000.00
03/16/2026	Coupon	09290DAA9	750,000.00	BLACKROCK INC 4.7 03/14/2029		17,625.00	17,625.00
03/18/2026	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
03/18/2026	Coupon	857477CL5	1,000,000.00	STATE STREET CORP 4.993 03/18/2027		24,965.00	24,965.00
03/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
03/25/2026	Coupon	3137FHPJ6	1,200,000.00	FHMS K-080 A2 3.926 07/25/2028		3,926.00	3,926.00
03/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
03/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
03/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
03/25/2026	Coupon	3137FL6P4	1,250,000.00	FHMS K-089 A2 3.563 01/25/2029		3,711.46	3,711.46
03/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
03/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
03/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
03/25/2026	Coupon	3137FXZ35	1,500,000.00	FHMS K-127 A2 2.108 01/25/2031		2,635.00	2,635.00
03/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
03/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
03/31/2026	Coupon	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026		5,625.00	5,625.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/31/2026	Final Maturity	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026	1,500,000.00		1,500,000.00
03/31/2026	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
03/31/2026	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
03/31/2026	Coupon	91282CMV0	1,500,000.00	UNITED STATES TREASURY 3.875 03/31/2027		29,062.50	29,062.50
March 2026 Total					**2,504,473.65**	**395,526.00**	**2,899,999.65**
APRIL 2026							
04/10/2026	Coupon	3133ERAK7	1,750,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		38,281.25	38,281.25
04/13/2026	Coupon	023135CF1	500,000.00	AMAZON.COM INC 3.3 04/13/2027		8,250.00	8,250.00
04/15/2026	Coupon	91282CMW8	750,000.00	UNITED STATES TREASURY 3.75 04/15/2028		14,062.50	14,062.50
04/15/2026	Coupon	91324PDE9	750,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		11,062.50	11,062.50
04/27/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
04/27/2026	Coupon	3137FHPJ6	1,200,000.00	FHMS K-080 A2 3.926 07/25/2028		3,926.00	3,926.00
04/27/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
04/27/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
04/27/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
04/27/2026	Coupon	3137FL6P4	1,250,000.00	FHMS K-089 A2 3.563 01/25/2029		3,711.46	3,711.46
04/27/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
04/27/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
04/27/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
04/27/2026	Coupon	3137FXZ35	1,500,000.00	FHMS K-127 A2 2.108 01/25/2031		2,635.00	2,635.00
04/27/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
04/27/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
04/28/2026	Coupon	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		40,000.00	40,000.00
04/28/2026	Final Maturity	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	2,000,000.00		2,000,000.00
04/30/2026	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		29,410.00	29,410.00
04/30/2026	Coupon	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026		15,437.50	15,437.50
04/30/2026	Final Maturity	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026	1,300,000.00		1,300,000.00
04/30/2026	Coupon	91282CEN7	1,500,000.00	UNITED STATES TREASURY 2.75 04/30/2027		20,625.00	20,625.00
04/30/2026	Coupon	91282CLR0	1,500,000.00	UNITED STATES TREASURY 4.125 10/31/2029		30,937.50	30,937.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
April 2026 Total					**3,300,000.00**	**247,189.75**	**3,547,189.75**
MAY 2026							
05/01/2026	Coupon	194162AT0	1,000,000.00	COLGATE-PALMOLIVE CO 4.2 05/01/2030		21,000.00	21,000.00
05/04/2026	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
05/04/2026	Final Maturity	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00		1,000,000.00
05/11/2026	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00
05/13/2026	Coupon	037833DK3	1,000,000.00	APPLE INC 3.0 11/13/2027		15,000.00	15,000.00
05/13/2026	Coupon	3133EPC45	2,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		57,812.50	57,812.50
05/15/2026	Coupon	02079KAW7	1,250,000.00	ALPHABET INC 4.1 11/15/2030		26,906.25	26,906.25
05/15/2026	Coupon	30303MAB8	1,250,000.00	META PLATFORMS INC 4.2 11/15/2030		28,000.00	28,000.00
05/15/2026	Coupon	90331HPS6	1,250,000.00	US BANK NA 4.73 05/15/2028		29,562.50	29,562.50
05/15/2026	Coupon	9128283F5	1,150,000.00	UNITED STATES TREASURY 2.25 11/15/2027		12,937.50	12,937.50
05/18/2026	Coupon	58933YBH7	1,000,000.00	MERCK & CO INC 4.05 05/17/2028		20,250.00	20,250.00
05/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
05/25/2026	Coupon	3137FHPJ6	1,200,000.00	FHMS K-080 A2 3.926 07/25/2028		3,926.00	3,926.00
05/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
05/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
05/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
05/25/2026	Coupon	3137FL6P4	1,250,000.00	FHMS K-089 A2 3.563 01/25/2029		3,711.46	3,711.46
05/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
05/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
05/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
05/25/2026	Coupon	3137FXZ35	1,500,000.00	FHMS K-127 A2 2.108 01/25/2031		2,635.00	2,635.00
05/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
05/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
May 2026 Total					**1,000,000.00**	**282,342.25**	**1,282,342.25**
JUNE 2026							
06/01/2026	Coupon	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026		5,625.00	5,625.00
06/01/2026	Final Maturity	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026	1,500,000.00		1,500,000.00
06/01/2026	Coupon	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026		6,250.00	6,250.00
06/01/2026	Coupon	91282CES6	1,000,000.00	UNITED STATES TREASURY 2.75 05/31/2029		13,750.00	13,750.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/08/2026	Coupon	3130B1BC0	1,200,000.00	FEDERAL HOME LOAN BANKS 4.625 06/08/2029		27,750.00	27,750.00
06/11/2026	Coupon	24422EXT1	750,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		18,187.50	18,187.50
06/11/2026	Coupon	3130B1EF0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.625 06/11/2027		46,250.00	46,250.00
06/12/2026	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
06/12/2026	Final Maturity	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	1,000,000.00		1,000,000.00
06/15/2026	Coupon	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026		20,625.00	20,625.00
06/15/2026	Final Maturity	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026	1,000,000.00		1,000,000.00
06/15/2026	Coupon	91282CPP0	2,000,000.00	UNITED STATES TREASURY 3.5 12/15/2028		35,000.00	35,000.00
06/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
06/25/2026	Coupon	3137FHPJ6	1,200,000.00	FHMS K-080 A2 3.926 07/25/2028		3,926.00	3,926.00
06/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
06/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
06/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
06/25/2026	Coupon	3137FL6P4	1,250,000.00	FHMS K-089 A2 3.563 01/25/2029		3,711.46	3,711.46
06/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
06/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
06/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
06/25/2026	Coupon	3137FXZ35	1,500,000.00	FHMS K-127 A2 2.108 01/25/2031		2,635.00	2,635.00
06/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
06/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
06/25/2026	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
06/30/2026	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
06/30/2026	Coupon	91282CHK0	1,500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		30,000.00	30,000.00
06/30/2026	Coupon	91282CMD0	1,500,000.00	UNITED STATES TREASURY 4.375 12/31/2029		32,812.50	32,812.50
06/30/2026	Coupon	91282CNK3	1,000,000.00	UNITED STATES TREASURY 3.875 06/30/2030		19,375.00	19,375.00
June 2026 Total					**3,500,000.00**	**357,561.00**	**3,857,561.00**
JULY 2026							
07/10/2026	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00
07/13/2026	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/14/2026	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
07/15/2026	Coupon	91282CNM9	2,250,000.00	UNITED STATES TREASURY 3.875 07/15/2028		43,593.75	43,593.75
07/20/2026	Coupon	025816EJ4	1,500,000.00	AMERICAN EXPRESS CO 4.351 07/20/2029		32,632.50	32,632.50
07/20/2026	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		23,025.00	23,025.00
07/20/2026	Effective Maturity	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00		1,000,000.00
07/20/2026	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00
07/23/2026	Coupon	46647PEB8	750,000.00	JPMORGAN CHASE & CO 5.012 01/23/2030		18,795.00	18,795.00
07/27/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
07/27/2026	Coupon	3137FHPJ6	1,200,000.00	FHMS K-080 A2 3.926 07/25/2028		3,926.00	3,926.00
07/27/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
07/27/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
07/27/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
07/27/2026	Coupon	3137FL6P4	1,250,000.00	FHMS K-089 A2 3.563 01/25/2029		3,711.46	3,711.46
07/27/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
07/27/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
07/27/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
07/27/2026	Coupon	3137FXZ35	1,500,000.00	FHMS K-127 A2 2.108 01/25/2031		2,635.00	2,635.00
07/27/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
07/27/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
07/30/2026	Coupon	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		25,000.00	25,000.00
07/30/2026	Final Maturity	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00		1,000,000.00
07/31/2026	Coupon	912828Z78	1,500,000.00	UNITED STATES TREASURY 1.5 01/31/2027		11,250.00	11,250.00
07/31/2026	Coupon	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026		4,687.50	4,687.50
07/31/2026	Final Maturity	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026	1,500,000.00		1,500,000.00
07/31/2026	Coupon	91282CGH8	2,000,000.00	UNITED STATES TREASURY 3.5 01/31/2028		35,000.00	35,000.00
07/31/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
07/31/2026	Coupon	91282CMG3	1,250,000.00	UNITED STATES TREASURY 4.25 01/31/2030		26,562.50	26,562.50
07/31/2026	Coupon	91282CNN7	1,500,000.00	UNITED STATES TREASURY 3.875 07/31/2030		29,062.50	29,062.50
July 2026 Total					**3,500,000.00**	**418,473.50**	**3,918,473.50**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
AUGUST 2026							
08/03/2026	Coupon	756109CW2	1,500,000.00	REALTY INCOME CORP 3.95 02/01/2029		29,625.00	29,625.00
08/07/2026	Coupon	63743HFX5	1,000,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		24,750.00	24,750.00
08/10/2026	Coupon	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029		28,125.00	28,125.00
08/17/2026	Coupon	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026		12,000.00	12,000.00
08/17/2026	Final Maturity	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026	1,600,000.00		1,600,000.00
08/17/2026	Coupon	9128284V9	1,750,000.00	UNITED STATES TREASURY 2.875 08/15/2028		25,156.25	25,156.25
08/17/2026	Coupon	912828V98	1,700,000.00	UNITED STATES TREASURY 2.25 02/15/2027		19,125.00	19,125.00
08/18/2026	Coupon	713448FL7	1,000,000.00	PEPSICO INC 3.6 02/18/2028		18,000.00	18,000.00
08/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
08/25/2026	Coupon	3137FHPJ6	1,200,000.00	FHMS K-080 A2 3.926 07/25/2028		3,926.00	3,926.00
08/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
08/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
08/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
08/25/2026	Coupon	3137FL6P4	1,250,000.00	FHMS K-089 A2 3.563 01/25/2029		3,711.46	3,711.46
08/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
08/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
08/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
08/25/2026	Coupon	3137FXZ35	1,500,000.00	FHMS K-127 A2 2.108 01/25/2031		2,635.00	2,635.00
08/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
08/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
08/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
08/27/2026	Coupon	14913UAJ9	1,250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		30,312.50	30,312.50
08/31/2026	Coupon	91282CFH9	1,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		23,437.50	23,437.50
08/31/2026	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
08/31/2026	Coupon	91282CGQ8	2,000,000.00	UNITED STATES TREASURY 4.0 02/28/2030		40,000.00	40,000.00
08/31/2026	Coupon	91282CQD6	2,250,000.00	UNITED STATES TREASURY 3.5 02/28/2031		39,375.00	39,375.00
August 2026 Total					**1,600,000.00**	**390,592.25**	**1,990,592.25**
SEPTEMBER 2026							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/08/2026	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
09/09/2026	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
09/09/2026	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
09/14/2026	Coupon	09290DAA9	750,000.00	BLACKROCK INC 4.7 03/14/2029		17,625.00	17,625.00
09/15/2026	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
09/15/2026	Coupon	09247XAN1	750,000.00	BLACKROCK FINANCE INC 3.2 03/15/2027		12,000.00	12,000.00
09/18/2026	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
09/18/2026	Coupon	857477CL5	1,000,000.00	STATE STREET CORP 4.993 03/18/2027		24,965.00	24,965.00
09/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
09/25/2026	Coupon	3137FHPJ6	1,200,000.00	FHMS K-080 A2 3.926 07/25/2028		3,926.00	3,926.00
09/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
09/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
09/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
09/25/2026	Coupon	3137FL6P4	1,250,000.00	FHMS K-089 A2 3.563 01/25/2029		3,711.46	3,711.46
09/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
09/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
09/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
09/25/2026	Coupon	3137FXZ35	1,500,000.00	FHMS K-127 A2 2.108 01/25/2031		2,635.00	2,635.00
09/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
09/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
09/30/2026	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		24,508.33	24,508.33
09/30/2026	Effective Maturity	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026	1,000,000.00		1,000,000.00
09/30/2026	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
09/30/2026	Final Maturity	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026	1,000,000.00		1,000,000.00
09/30/2026	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
09/30/2026	Coupon	91282CMV0	1,500,000.00	UNITED STATES TREASURY 3.875 03/31/2027		29,062.50	29,062.50
September 2026 Total					**2,000,000.00**	**299,096.83**	**2,299,096.83**
OCTOBER 2026							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/13/2026	Coupon	023135CF1	500,000.00	AMAZON.COM INC 3.3 04/13/2027		8,250.00	8,250.00
10/13/2026	Coupon	3133ERAK7	1,750,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		38,281.25	38,281.25
10/15/2026	Coupon	91282CMW8	750,000.00	UNITED STATES TREASURY 3.75 04/15/2028		14,062.50	14,062.50
10/15/2026	Coupon	91324PDE9	750,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		11,062.50	11,062.50
10/26/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
10/26/2026	Coupon	3137FHPJ6	1,200,000.00	FHMS K-080 A2 3.926 07/25/2028		3,926.00	3,926.00
10/26/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
10/26/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
10/26/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
10/26/2026	Coupon	3137FL6P4	1,250,000.00	FHMS K-089 A2 3.563 01/25/2029		3,711.46	3,711.46
10/26/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
10/26/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
10/26/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
10/26/2026	Coupon	3137FXZ35	1,500,000.00	FHMS K-127 A2 2.108 01/25/2031		2,635.00	2,635.00
10/26/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
10/26/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
October 2026 Total						**110,779.75**	**110,779.75**
NOVEMBER 2026							
11/02/2026	Coupon	194162AT0	1,000,000.00	COLGATE-PALMOLIVE CO 4.2 05/01/2030		21,000.00	21,000.00
11/02/2026	Coupon	91282CEN7	1,500,000.00	UNITED STATES TREASURY 2.75 04/30/2027		20,625.00	20,625.00
11/02/2026	Coupon	91282CLR0	1,500,000.00	UNITED STATES TREASURY 4.125 10/31/2029		30,937.50	30,937.50
11/10/2026	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00
11/13/2026	Coupon	037833DK3	1,000,000.00	APPLE INC 3.0 11/13/2027		15,000.00	15,000.00
11/13/2026	Coupon	3133EPC45	2,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		57,812.50	57,812.50
11/16/2026	Coupon	02079KAW7	1,250,000.00	ALPHABET INC 4.1 11/15/2030		25,625.00	25,625.00
11/16/2026	Coupon	30303MAB8	1,250,000.00	META PLATFORMS INC 4.2 11/15/2030		26,250.00	26,250.00
11/16/2026	Coupon	90331HPS6	1,250,000.00	US BANK NA 4.73 05/15/2028		29,562.50	29,562.50
11/16/2026	Coupon	9128283F5	1,150,000.00	UNITED STATES TREASURY 2.25 11/15/2027		12,937.50	12,937.50
11/17/2026	Coupon	58933YBH7	1,000,000.00	MERCK & CO INC 4.05 05/17/2028		20,250.00	20,250.00
11/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2026	Coupon	3137FHPJ6	1,200,000.00	FHMS K-080 A2 3.926 07/25/2028		3,926.00	3,926.00
11/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
11/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
11/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
11/25/2026	Coupon	3137FL6P4	1,250,000.00	FHMS K-089 A2 3.563 01/25/2029		3,711.46	3,711.46
11/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
11/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
11/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
11/25/2026	Coupon	3137FXZ35	1,500,000.00	FHMS K-127 A2 2.108 01/25/2031		2,635.00	2,635.00
11/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
11/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
11/30/2026	Coupon	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026		6,250.00	6,250.00
11/30/2026	Final Maturity	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026	1,000,000.00		1,000,000.00
11/30/2026	Coupon	91282CES6	1,000,000.00	UNITED STATES TREASURY 2.75 05/31/2029		13,750.00	13,750.00
November 2026 Total					**1,000,000.00**	**334,123.50**	**1,334,123.50**
DECEMBER 2026							
12/08/2026	Coupon	3130B1BC0	1,200,000.00	FEDERAL HOME LOAN BANKS 4.625 06/08/2029		27,750.00	27,750.00
12/11/2026	Coupon	24422EXT1	750,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		18,187.50	18,187.50
12/11/2026	Coupon	3130B1EF0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.625 06/11/2027		46,250.00	46,250.00
12/15/2026	Coupon	91282CPP0	2,000,000.00	UNITED STATES TREASURY 3.5 12/15/2028		35,000.00	35,000.00
12/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
12/25/2026	Principal Paydown	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027	825.86		825.86
12/25/2026	Coupon	3137FHPJ6	1,200,000.00	FHMS K-080 A2 3.926 07/25/2028		3,926.00	3,926.00
12/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
12/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
12/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
12/25/2026	Coupon	3137FL6P4	1,250,000.00	FHMS K-089 A2 3.563 01/25/2029		3,711.46	3,711.46
12/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
12/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
12/25/2026	Coupon	3137FXZ35	1,500,000.00	FHMS K-127 A2 2.108 01/25/2031		2,635.00	2,635.00
12/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
12/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
12/28/2026	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
12/31/2026	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
12/31/2026	Final Maturity	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026	1,500,000.00		1,500,000.00
12/31/2026	Coupon	91282CHK0	1,500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		30,000.00	30,000.00
12/31/2026	Coupon	91282CMD0	1,500,000.00	UNITED STATES TREASURY 4.375 12/31/2029		32,812.50	32,812.50
12/31/2026	Coupon	91282CNK3	1,000,000.00	UNITED STATES TREASURY 3.875 06/30/2030		19,375.00	19,375.00
December 2026 Total					**1,500,825.86**	**287,561.00**	**1,788,386.86**
JANUARY 2027							
01/11/2027	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00
01/12/2027	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00
01/14/2027	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
01/15/2027	Coupon	91282CNM9	2,250,000.00	UNITED STATES TREASURY 3.875 07/15/2028		43,593.75	43,593.75
01/19/2027	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00
01/20/2027	Coupon	025816EJ4	1,500,000.00	AMERICAN EXPRESS CO 4.351 07/20/2029		32,632.50	32,632.50
01/25/2027	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,701.10	2,701.10
01/25/2027	Principal Paydown	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027	2,092.23		2,092.23
01/25/2027	Coupon	3137FHPJ6	1,200,000.00	FHMS K-080 A2 3.926 07/25/2028		3,926.00	3,926.00
01/25/2027	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
01/25/2027	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
01/25/2027	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
01/25/2027	Coupon	3137FL6P4	1,250,000.00	FHMS K-089 A2 3.563 01/25/2029		3,711.46	3,711.46
01/25/2027	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
01/25/2027	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
01/25/2027	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
01/25/2027	Coupon	3137FXZ35	1,500,000.00	FHMS K-127 A2 2.108 01/25/2031		2,635.00	2,635.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/25/2027	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
01/25/2027	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
01/25/2027	Coupon	46647PEB8	750,000.00	JPMORGAN CHASE & CO 5.012 01/23/2030		18,795.00	18,795.00
January 2027 Total					**2,092.23**	**223,883.77**	**225,976.00**
Grand Total			**328,420,000.00**		**19,907,391.74**	**3,347,129.60**	**23,254,521.34**

PORTFOLIO SUMMARY

City of Buena Park Liquid | Account #406 | As of February 28, 2026

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	3.84%
Average Purchase YTM	3.86%
Average Market YTM	3.86%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

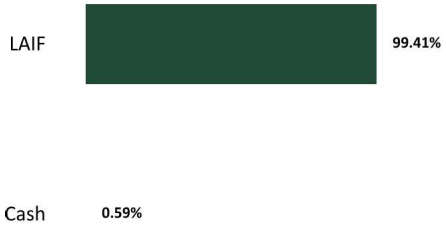
Account Summary

	End Values as of 01/31/2026	End Values as of 02/28/2026
Market Value	37,353,554.61	37,464,298.71
Accrued Interest	0.00	0.00
Total Market Value	**37,353,554.61**	**37,464,298.71**
Income Earned	266,288.63	0.00
Cont/WD	9,000,000.00	0.00
Par	37,353,554.61	37,464,298.71
Book Value	37,353,554.61	37,464,298.71
Cost Value	37,353,554.61	37,464,298.71

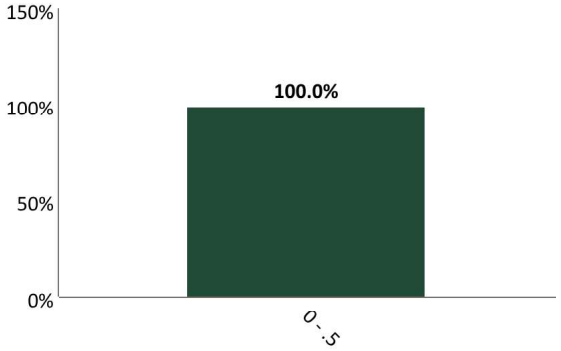
Top Issuers

LAIF	99.41%

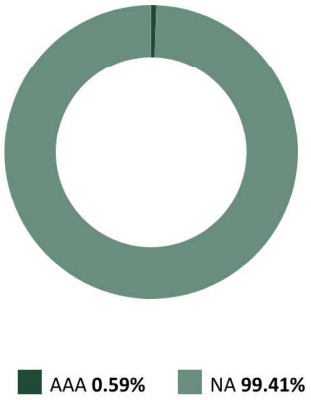
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Liquid	0.30%	0.99%	0.65%	4.38%	4.50%	4.24%	2.89%	2.27%	1.97%
Benchmark Return	0.27%	0.91%	0.56%	4.04%	4.57%	4.78%	3.28%	2.23%	1.72%

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

RECONCILIATION SUMMARY

City of Buena Park Liquid | Account #406 | As of February 28, 2026

Maturities / Calls

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

Principal Paydowns

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

Purchases

Month to Date	**0.00**
Fiscal Year to Date	**18,890,864.26**

Sales

Month to Date	**0.00**
Fiscal Year to Date	**(17,500,000.00)**

Interest Received

Month to Date	**0.00**
Fiscal Year to Date	**890,864.26**

Purchased / Sold Interest

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

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	37,353,554.61	36,168,804.65
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	0.00	18,890,864.26
Sales	0.00	(17,500,000.00)
Change in Cash, Payables, Receivables	110,744.10	(95,370.20)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	37,464,298.71	37,464,298.71

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	37,353,554.61	36,168,804.65
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	0.00	18,890,864.26
Sales	0.00	(17,500,000.00)
Change in Cash, Payables, Receivables	110,744.10	(95,370.20)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	37,464,298.71	37,464,298.71

HOLDINGS REPORT

City of Buena Park Liquid | Account #406 | As of February 28, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	219,668.66	--	219,668.66	1.00	219,668.66	0.59%	Aaa/AAA	0.00
				219,668.66		0.00	0.00	AAA	0.00
				219,668.66	**1.00**	**219,668.66**	**0.59%**		**0.00**
Total Cash		**219,668.66**		**219,668.66**		**0.00**	**0.00**		**0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	37,244,630.05	--	37,244,630.05	1.00	37,244,630.05	99.41%	NA/NA	0.00
			3.86%	37,244,630.05	3.86%	0.00	0.00	NA	0.00
				37,244,630.05	**1.00**	**37,244,630.05**	**99.41%**		**0.00**
Total LAIF		**37,244,630.05**	**3.86%**	**37,244,630.05**	**3.86%**	**0.00**	**0.00**		**0.00**
				37,464,298.71	**1.00**	**37,464,298.71**	**100.00%**		**0.00**
Total Portfolio		**37,464,298.71**	**3.86%**	**37,464,298.71**	**3.86%**	**0.00**	**0.00**		**0.00**
Total Market Value + Accrued						**37,464,298.71**			

TRANSACTION LEDGER

City of Buena Park Liquid | Account #406 | As of February 28, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
TOTAL OTHER TRANSACTIONS			**0.00**				**0.00**	**0.00**	**0.00**	**0.00**

INCOME EARNED

City of Buena Park Liquid | Account #406 | As of February 28, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
CCYUSD	Receivable	219,668.66	108,924.56 0.00 0.00 219,668.66	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			108,924.56 **0.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**219,668.66**	**219,668.66**	**0.00**	**0.00**	**0.00**
LAIF						
90LAIF$00	Local Agency Investment Fund State Pool	37,244,630.05	37,244,630.05 0.00 0.00 37,244,630.05	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			37,244,630.05 **0.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total LAIF		**37,244,630.05**	**37,244,630.05**	**0.00**	**0.00**	**0.00**
			37,353,554.61 **0.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**37,464,298.71**	**37,464,298.71**	**0.00**	**0.00**	**0.00**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MARCH 2026							
03/02/2026	Dividend	90LAIF$00	0.00	Local Agency Investment Fund State Pool	110,744.10		110,744.10
March 2026 Total					**110,744.10**		**110,744.10**
APRIL 2026							
04/15/2026	Dividend	90LAIF$00	37,244,630.05	Local Agency Investment Fund State Pool	108,924.56		108,924.56
April 2026 Total					**108,924.56**		**108,924.56**
Grand Total			**37,244,630.05**		**219,668.66**		**219,668.66**

PORTFOLIO SUMMARY

City of Buena Park RDA Series B Bond | Account #10033 | As of February 28, 2026

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	3.54%
Average Purchase YTM	3.54%
Average Market YTM	5.17%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

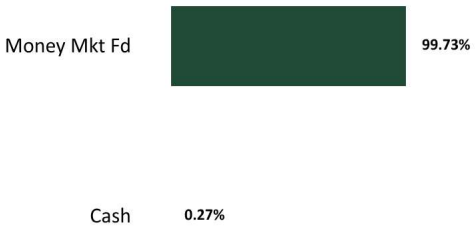
Account Summary

	End Values as of 01/31/2026	End Values as of 02/28/2026
Market Value	1,394,686.90	1,398,465.37
Accrued Interest	0.00	0.00
Total Market Value	**1,394,686.90**	**1,398,465.37**
Income Earned	4,320.72	4,206.88
Cont/WD	0.00	0.00
Par	1,394,686.90	1,398,465.37
Book Value	1,394,686.90	1,398,465.37
Cost Value	1,394,686.90	1,398,465.37

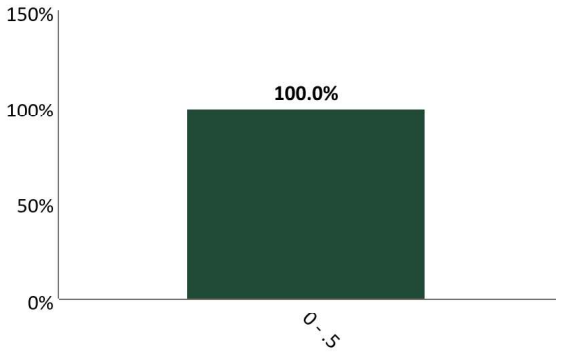
Top Issuers

Federated Hermes, Inc.	99.73%

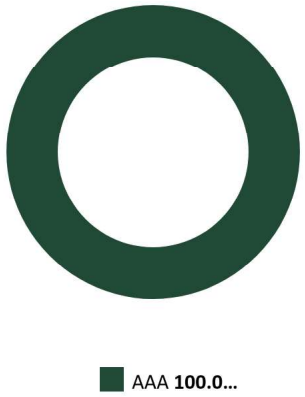
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (08/01/08)
Buena Park RDA Series B Bond	0.27%	0.89%	0.57%	4.06%	4.51%	4.70%	3.18%	2.10%	1.66%

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

STATEMENT OF COMPLIANCE

City of Buena Park RDA Series B Bond | Account #10033 | As of February 28, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
BANKERS' ACCEPTANCES				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	270.0	0.0	Compliant	
Min Rating (A-1+ by S&P & Moody's)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	0.0	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	99.7	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	100.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	0.0	Compliant	

RECONCILIATION SUMMARY

City of Buena Park RDA Series B Bond | Account #10033 | As of February 28, 2026

Maturities / Calls

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

Principal Paydowns

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

Purchases

Month to Date	**4,206.88**
Fiscal Year to Date	**36,499.12**

Sales

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

Interest Received

Month to Date	**4,206.88**
Fiscal Year to Date	**36,499.12**

Purchased / Sold Interest

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

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	1,394,686.90	1,362,839.12
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,206.88	36,499.12
Sales	0.00	0.00
Change in Cash, Payables, Receivables	(428.41)	(872.87)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	1,398,465.37	1,398,465.37

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	1,394,686.90	1,362,839.12
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,206.88	36,499.12
Sales	0.00	0.00
Change in Cash, Payables, Receivables	(428.41)	(872.87)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	1,398,465.37	1,398,465.37

HOLDINGS REPORT

City of Buena Park RDA Series B Bond | Account #10033 | As of February 28, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	3,778.47	--	3,778.47 3,778.47	1.00	3,778.47 0.00	0.27% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**3,778.47**		**3,778.47** **3,778.47**	**1.00**	**3,778.47** **0.00**	**0.27%** **0.00**		**0.00** **0.00**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	1,394,686.90	-- 3.54%	1,394,686.90 1,394,686.90	1.00 5.17%	1,394,686.90 0.00	99.73% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,394,686.90**	**3.54%**	**1,394,686.90** **1,394,686.90**	**1.00** **5.17%**	**1,394,686.90** **0.00**	**99.73%** **0.00**		**0.00** **0.00**
Total Portfolio		**1,398,465.37**	**3.54%**	**1,398,465.37** **1,398,465.37**	**1.00** **5.17%**	**1,398,465.37** **0.00**	**100.00%** **0.00**		**0.00** **0.00**
Total Market Value + Accrued						**1,398,465.37**			

TRANSACTION LEDGER

City of Buena Park RDA Series B Bond | Account #10033 | As of February 28, 2026

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/03/2026	60934N104	4,206.88	FEDERATED HRMS GV O INST	1.000	3.54%	(4,206.88)	0.00	(4,206.88)	0.00
Total Purchase			**4,206.88**				**(4,206.88)**	**0.00**	**(4,206.88)**	**0.00**
TOTAL ACQUISITIONS			**4,206.88**				**(4,206.88)**	**0.00**	**(4,206.88)**	**0.00**
OTHER TRANSACTIONS										
Dividend	02/27/2026	60934N104	0.00	FEDERATED HRMS GV O INST		3.54%	3,778.47	0.00	3,778.47	0.00
Total Dividend			**0.00**				**3,778.47**	**0.00**	**3,778.47**	**0.00**
TOTAL OTHER TRANSACTIONS			**0.00**				**3,778.47**	**0.00**	**3,778.47**	**0.00**

INCOME EARNED

City of Buena Park RDA Series B Bond | Account #10033 | As of February 28, 2026

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	1,394,686.90	1,390,480.02 4,206.88 0.00 1,394,686.90	0.00 4,206.88 0.00 4,206.88	0.00 0.00 0.00 4,206.88	4,206.88
CCYUSD	Receivable	3,778.47	4,206.88 0.00 0.00 3,778.47	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			1,394,686.90 **4,206.88** **0.00**	**0.00** **4,206.88** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**1,398,465.37**	**1,398,465.37**	**4,206.88**	**4,206.88**	**4,206.88**
			1,394,686.90 **4,206.88** **0.00**	**0.00** **4,206.88** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**1,398,465.37**	**1,398,465.37**	**4,206.88**	**4,206.88**	**4,206.88**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MARCH 2026							
03/02/2026	Dividend	60934N104	0.00	FEDERATED HRMS GV O INST	3,778.47		3,778.47
March 2026 Total					**3,778.47**		**3,778.47**
Grand Total			**0.00**		**3,778.47**		**3,778.47**

March 24, 2026
CONSENT CALENDAR
Item No. 4D.

City Council Agenda Report

PROCLAMATION RECOGNIZING APRIL 2026 AS FAIR HOUSING MONTH

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

RECOMMENDED ACTION

Approve proclamation.

Attachments

Fair Housing Month 2026.pdf

FAIR HOUSING MONTH
APRIL 2026

WHEREAS, *one of the greatest freedoms enjoyed by Americans is the freedom to live in a home of one's choice; and,*

WHEREAS, *this promise is made to us by the Nation's Fair Housing Law which requires that all people be treated equally in connection with sale or rental of housing, regardless of race, color, national origin, sex, gender identity, disability, sexual orientation, marital status, age, familial status or religion; and,*

WHEREAS, *this year marks the 58th Anniversary of the Federal Fair Housing Act, the original legislation targeting the elimination of housing discrimination in America; and,*

WHEREAS, *since the adoption of the fair housing legislation in April 1968, April has been designated Fair Housing Month throughout the nation. Each year, the U.S. Department of Housing and Urban Development and the Fair Housing Foundation organize events and activities during this month to focus attention on the issue of equal opportunity in housing; and,*

WHEREAS, *in support of Fair Housing Month, we are asking each resident of the City of Buena Park to support efforts to put into practice the principles of freedom, justice and equality upon which this great nation was founded.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby proclaim the month of April 2026, as "FAIR HOUSING MONTH."

PASSED AND ADOPTED this 24th day of March 2026.

Connor Traut
Mayor

Lamiya Hoque
Vice Mayor

Joyce Ahn
Council Member

Carlos Franco
Council Member

Susan Sonne
Council Member

March 24, 2026
CONSENT CALENDAR
Item No. 4E.

City Council Agenda Report

FINAL PAYMENT TO 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

RECOMMENDED ACTION

1) Accept the project as complete and approve a final payment to J&A Engineering, dba J&A Fence, in the amount of $69,200; and 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On November 12, 2025, the City Council approved a contract with J&A Engineering, dba J&A Fence, in the amount of $69,200 for the Ehlers Center Security Fence Project. The approved total construction project budget of $79,200 included a $10,000 construction contingency.

DISCUSSION

The Ehlers Center Security Fence Project has been completed. This project consisted of the installation of a black wrought iron fence along the perimeter of the facility, two (2) Americans with Disability Act (ADA) compliant double-pedestrian gates, one (1) ADA compliant single-pedestrian gate, one (1) service vehicle gate, a height extension of an existing facility side-gate, and installation of bird repellent spikes on the roof of the facility in certain areas.

Contract Dates

Advertisement:	October 9, 2025
Contract Awarded:	November 12, 2025
Notice to Proceed:	January 12, 2026
Work Completed:	February 25, 2026

The contractor has submitted a bill for work completed as of March 2026. 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 $69,200. The final contract cost for this project is $69,200. This amount is $10,000 (or 12.6%) under the approved construction project budget of $79,200. The total retention is in the amount of $3,460, 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 $69,200. This project was not included in the FY 2025-2026 budget and funded by the General Fund.

Attachments

Att 1 of 3 - Appendix A.pdf
Att 2 of 3 - Invoice 1 and Final.pdf
Att 3 of 3 - Finance Department Memorandum.pdf

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

Appendix "A" - Capital Improvement Project Final Report

EHLERS CENTER SECURITY FENCE PROJECT

CONTRACT

Original Construction Contract Amount	$69,200.00
Council Approved Construction Contingency Funds	$10,000.00
Approved Construction Contract Amount	**$79,200.00**

CONTRACT ADJUSTMENTS

Contract Change Orders

CCO#1	N/A	$0.00
CCO#2		
CCO#3		
Total Contract Adjustments		**$0.00**

CONTRACT EXPENDITURES

Previous Payments

Value of Work Done Previously	$0.00
Retention Held Previously	$0.00
Less Previous Payments	$0.00

Final Payment

Value of Work Done This Period	$69,200.00
Retention Held This Period	-$3,460.00
Total Amount Due This Payment	**$65,740.00**

PROJECT SUMMARY

Original Construction Contract Amount	$69,200.00
Total Construction Contract Adjustment	$0.00
Revised Construction Contract	**$69,200.00**
Approved Construction Contract Amount	**$79,200.00**
Amount Under the Approved Construction Contract Amount	**$10,000.00**
Percentage Under the Approved Construction Contract Amount	**12.6%**

INVOICE

J & A FENCE
824 N. Todd Ave.
Azusa, CA 91702

admin@jnafence.com
+1 (626) 334-3209

Bill to
City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90620

P. O. No. 260368

Invoice details
Invoice no.: 2002
Terms: Net 30
Invoice date: 02/26/2026
Due date: 03/28/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	02/25/2026	**Fencing**	Project Name & Number: Ehler's Center Security Fence ~ No. 154 P. O. No.: 260368 PER AGREEMENT MOBILIZE/DEMOBILIZE	1	$1,100.00	$1,100.00
2.		**Fencing**	FURNISH AND INSTALL 8 FT HIGH WROUGHT IRON FENCE WITH FINIALS	70	$200.00	$14,000.00
3.		**Gate**	FURNISH AND INSTALL WROUGHT IRON ADA COMPLIANT SINGLE PEDESTRIAN DOOR WITH METALIC MESH AND PUSH BAR	1	$7,000.00	$7,000.00
4.		**Gate**	FURNISH AND INSTALL WROUGHT IRON ADA COMPLIANT DOUBLE PEDESTRIAN DOOR WITH METALIC MESH AND PUSH BAR	1	$15,600.00	$15,600.00
5.		**Fencing**	FURNISH AND INSTALL WROUGHT IRON DECORATIVE ADA COMPLIANT DOUBLE PEDESTRIAN DOOR WITH METALLIC MESH AND PUSH BAR	1	$19,000.00	$19,000.00

6.	**Gate**	FURNISH AND INSTALL WROUGHT IRON SERVICE VEHICLE DOUBLE SWING GATES	1	$9,000.00	$9,000.00
7.	**Fencing**	EXTEND HEIGHT OF EXISTING FENCE AND GATE	1	$2,500.00	$2,500.00
8.	**Service**	PROCURE AND INSTALL BIRD REPELLANT SPIKES	50	$20.00	$1,000.00

Total **$69,200.00**

City of BUENA PARK

MEMORANDUM
Department of Public Works

DATE: March 24, 2026

TO: Adrian Garcia, Finance Manager

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

SUBJECT: Ehlers Center Security Fence Project

Amount: $69,200 Account No.: 11-9806-190143

Purchase Order: 260368

Contractor: J&A Engineering dba J&A Fence
924 N. Todd Avenue
Azusa, CA 91702

Date Warrants are to be Mailed: April 9, 2026

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 $69,200 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: Nader M. Alqam, P.E., Principal Engineer
Gloria Hernandez, Account Clerk

March 24, 2026
CONSENT CALENDAR
Item No. 4F.

City Council Agenda Report

PROFESSIONAL SERVICES AGREEMENTS WITH BKF ENGINEERS; COAST SURVEYING, INC.; HUNSAKER AND ASSOCIATES IRVINE, INC.; KDM MERIDIAN; MARK THOMAS & COMPANY, INC.; TOWILL, INC.; AND FUSCOE ENGINEERING, INC., FOR ON-CALL SURVEYING SERVICES

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

RECOMMENDED ACTION

1) Approve a Professional Services Agreement with BKF Engineers to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 2) Approve a Professional Services Agreement with Coast Surveying, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 3) Approve a Professional Services Agreement with Hunsaker and Associates Irvine, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 4) Approve a Professional Services Agreement with KDM Meridian to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 5) Approve a Professional Services Agreement with Mark Thomas & Company, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 6) Approve a Professional Services Agreement with Towill, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 7) Approve a Professional Services Agreement with Fuscoe Engineering, Inc. to provide on-call surveying services without a guaranteed minimum and a not-to-exceed amount of $200,000; 8) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to any of the agreements; and 9) Authorize the City Manager and the City Clerk to execute the agreements.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City has a robust capital improvement program. Professional services in the areas of surveying and construction staking are often required. Surveying services provide information regarding the existing and proposed ground elevations that are used for the construction of the City's Capital Improvement Projects. For the past several years, staff has been using the "on-call" firm list for surveying services and have been able to expedite the project schedules.

In an effort to streamline project delivery and provide readily available technical support, staff issued Request for Proposals (RFP) to provide On-Call Surveying Services on February 2, 2026. By February 26, 2026, staff had received 11 proposals from qualified firms.

Staff reviewed each firm's qualifications and availability, reviewed labor rate schedules and found them to be consistent with industry standards. At the time the services are required on a specific project, the City will request proposals from the on-call list of consultants, and based on qualifications and fee, a letter proposal will be agreed upon by the City and the selected consultants. No further City Council action will be required. Funds for these services will be expended from the applicable project budget.

Staff recommends approving three-year contracts to each firm without a guaranteed minimum and a not-to-exceed amount of $200,000. Due to the on-call nature of the agreements, work is not guaranteed to the consultant.

BUDGET IMPACT

The approval of the proposed on-call agreements does not directly appropriate or expend funds. Services will be used to the extent of available funding in the applicable project budget.

Attachments

Att 1 of 7 - Professional Services Agreement - BKF Engineers.pdf
Att 2 of 7 - Professional Services Agreement - Coast Surveying, Inc.pdf
Att 3 of 7 - Professional Services Agreement - Fuscoe Engineering, Inc.pdf
Att 4 of 7 - Professional Services Agreement - Husaker and Associates Irvine, Inc.pdf
Att 5 of 7 - Professional Services Agreement - KDM Meridian.pdf
Att 6 of 7 - Professional Services Agreement - Mark Thomas.pdf
Att 7 of 7 - Professional Services Agreement - Towill, Inc.pdf

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 26-XX

DATE: March 24, 2026

SERVICES: On-Call Surveying Services

PROJECT: On-Call Surveying Services FY 25/26 - FY 28/29

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.: 714-562-3670
Email: **MMikhael@buenapark.com**

"CONSULTANT": [BKF ENGINEERS], a [California Corporation]

Consultant Representative:
Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: **March 24, 2026**

End Date: **March 24, 2029**

Contract Value: **Not to Exceed $200,000; no guaranteed minimum**

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

Community Workforce Agreement: NO [___] YES [_X_] (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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and BKF ENGINEERS, 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 March 24, 2026 and shall remain in full force and effect until March 24, 2029 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 $200,000 with no guaranteed minimums ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **BKF ENGINEERS** **Name of Business**
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, Director of Government & Community Relations/
City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Provide surveying services on an on-call basis. Work may differ from task to task, but may include and is not limited to establishing survey controls and benchmarks, performing design and topographic surveys, conducting boundary surveys and analysis, providing construction staking with cut sheets, preparing legal documents such as Records of Survey and easements for County of Orange recording, and other survey-related tasks as necessary.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

This professional service agreement shall remain active for a period of three (3) years from contract execution date. The time allotment of each task will vary depending on scope and shall be clarified in each task's request for proposal and proposal fee approved by the City.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

This professional service agreement has a not-to-exceed contract value of $200,000 with no guaranteed minimum. The City is under no obligation to award tasks for job orders. Fees shall be paid per the approved task proposal in accordance with the consultant fee schedule.

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.

Date _____ Signature _____

EXHIBIT C

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

Date _____ Signature _____

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 26-XX

DATE: March 24, 2026

SERVICES: On-Call Surveying Services

PROJECT: On-Call Surveying Services FY 25/26 - FY 28/29

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.: 714-562-3670
Email: **MMikhael@buenapark.com**

"CONSULTANT": [Coast Surveying, Inc.], a [California Corporation]

Consultant Representative:
Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: **March 24, 2026**

End Date: **March 24, 2029**

Contract Value: **Not to Exceed $200,000; no guaranteed minimum**

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

Community Workforce Agreement: NO [___] YES [_X_] (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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and Coast Surveying, 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 March 24, 2026 and shall remain in full force and effect until March 24, 2029 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 $200,000 with no guaranteed minimums ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **Coast Surveying, Inc.**
	Name of Business
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, Director of Government & Community Relations/
City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Provide surveying services on an on-call basis. Work may differ from task to task, but may include and is not limited to establishing survey controls and benchmarks, performing design and topographic surveys, conducting boundary surveys and analysis, providing construction staking with cut sheets, preparing legal documents such as Records of Survey and easements for County of Orange recording, and other survey-related tasks as necessary.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

This professional service agreement shall remain active for a period of three (3) years from contract execution date. The time allotment of each task will vary depending on scope and shall be clarified in each task's request for proposal and proposal fee approved by the City.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

This professional service agreement has a not-to-exceed contract value of $200,000 with no guaranteed minimum. The City is under no obligation to award tasks for job orders. Fees shall be paid per the approved task proposal in accordance with the consultant fee schedule.

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.

Date _____ Signature _____

EXHIBIT C

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

Date _____ Signature _____

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 26-XX

DATE: March 24, 2026

SERVICES: On-Call Surveying Services

PROJECT: On-Call Surveying Services FY 25/26 - FY 28/29

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.: 714-562-3670
Email: **MMikhael@buenapark.com**

"CONSULTANT": Fuscoe Engineering, Inc., a California Corporation

Consultant Representative:
Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: **March 24, 2026**

End Date: **March 24, 2029**

Contract Value: **Not to Exceed $200,000; no guaranteed minimum**

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

Community Workforce Agreement: NO [___] YES [_X_] (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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and Fuscoe Engineering, 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 March 24, 2026 and shall remain in full force and effect until March 24, 2029 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 $200,000 with no guaranteed minimums ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **Fuscoe Engineering, Inc.** **Name of Business**
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, Director of Government & Community Relations/
City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Provide surveying services on an on-call basis. Work may differ from task to task, but may include and is not limited to establishing survey controls and benchmarks, performing design and topographic surveys, conducting boundary surveys and analysis, providing construction staking with cut sheets, preparing legal documents such as Records of Survey and easements for County of Orange recording, and other survey-related tasks as necessary.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

This professional service agreement shall remain active for a period of three (3) years from contract execution date. The time allotment of each task will vary depending on scope and shall be clarified in each task's request for proposal and proposal fee approved by the City.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

This professional service agreement has a not-to-exceed contract value of $200,000 with no guaranteed minimum. The City is under no obligation to award tasks for job orders. Fees shall be paid per the approved task proposal in accordance with the consultant fee schedule.

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.

Date _____ Signature _____

EXHIBIT C

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

Date _____ Signature _____

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 26-XX

DATE: March 24, 2026

SERVICES: On-Call Surveying Services

PROJECT: On-Call Surveying Services FY 25/26 - FY 28/29

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.: 714-562-3670
Email: **MMikhael@buenapark.com**

"CONSULTANT": Husaker & Associates Irvine, Inc., a California Corporation

Consultant Representative:
Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: **March 24, 2026**

End Date: **March 24, 2029**

Contract Value: **Not to Exceed $200,000; no guaranteed minimum**

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

Community Workforce Agreement: NO [___] YES [_X_] (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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and [Hunsaker & Associates Irvine, 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 March 24, 2026 and shall remain in full force and effect until March 24, 2029 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 $200,000 with no guaranteed minimums ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **Name of Business**
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, Director of Government & Community Relations/
City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Provide surveying services on an on-call basis. Work may differ from task to task, but may include and is not limited to establishing survey controls and benchmarks, performing design and topographic surveys, conducting boundary surveys and analysis, providing construction staking with cut sheets, preparing legal documents such as Records of Survey and easements for County of Orange recording, and other survey-related tasks as necessary.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

This professional service agreement shall remain active for a period of three (3) years from contract execution date. The time allotment of each task will vary depending on scope and shall be clarified in each task's request for proposal and proposal fee approved by the City.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

This professional service agreement has a not-to-exceed contract value of $200,000 with no guaranteed minimum. The City is under no obligation to award tasks for job orders. Fees shall be paid per the approved task proposal in accordance with the consultant fee schedule.

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.

Date _____ Signature _____

EXHIBIT C

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

Date _____ Signature _____

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 26-XX

DATE: March 24, 2026

SERVICES: On-Call Surveying Services

PROJECT: On-Call Surveying Services FY 25/26 - FY 28/29

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.: 714-562-3670
Email: **MMikhael@buenapark.com**

"CONSULTANT": KDM Meridian, a California Corporation

Consultant Representative:
Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: **March 24, 2026**

End Date: **March 24, 2029**

Contract Value: **Not to Exceed $200,000; no guaranteed minimum**

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

Community Workforce Agreement: NO [___] YES [_X_] (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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and KDM Meridian, 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 March 24, 2026 and shall remain in full force and effect until March 24, 2029 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 $200,000 with no guaranteed minimums ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **KDM Meridian**
	Name of Business
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, Director of Government & Community Relations/
City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Provide surveying services on an on-call basis. Work may differ from task to task, but may include and is not limited to establishing survey controls and benchmarks, performing design and topographic surveys, conducting boundary surveys and analysis, providing construction staking with cut sheets, preparing legal documents such as Records of Survey and easements for County of Orange recording, and other survey-related tasks as necessary.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

This professional service agreement shall remain active for a period of three (3) years from contract execution date. The time allotment of each task will vary depending on scope and shall be clarified in each task's request for proposal and proposal fee approved by the City.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

This professional service agreement has a not-to-exceed contract value of $200,000 with no guaranteed minimum. The City is under no obligation to award tasks for job orders. Fees shall be paid per the approved task proposal in accordance with the consultant fee schedule.

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.

Date _____ Signature _____

EXHIBIT C

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

Date _____ Signature _____

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 26-XX

DATE: March 24, 2026

SERVICES: On-Call Surveying Services

PROJECT: On-Call Surveying Services FY 25/26 - FY 28/29

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.: 714-562-3670
Email: **MMikhael@buenapark.com**

"CONSULTANT": Mark Thomas & Company, Inc., a California Corporation

Consultant Representative:
Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: **March 24, 2026**

End Date: **March 24, 2029**

Contract Value: **Not to Exceed $200,000; no guaranteed minimum**

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

Community Workforce Agreement: NO [___] YES [_X_] (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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and Mark Thomas & Company, 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 March 24, 2026 and shall remain in full force and effect until March 24, 2029 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 $200,000 with no guaranteed minimums ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **Mark Thomas & Company, Inc.**
	Name of Business
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, Director of Government & Community Relations/
City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Provide surveying services on an on-call basis. Work may differ from task to task, but may include and is not limited to establishing survey controls and benchmarks, performing design and topographic surveys, conducting boundary surveys and analysis, providing construction staking with cut sheets, preparing legal documents such as Records of Survey and easements for County of Orange recording, and other survey-related tasks as necessary.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

This professional service agreement shall remain active for a period of three (3) years from contract execution date. The time allotment of each task will vary depending on scope and shall be clarified in each task's request for proposal and proposal fee approved by the City.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

This professional service agreement has a not-to-exceed contract value of $200,000 with no guaranteed minimum. The City is under no obligation to award tasks for job orders. Fees shall be paid per the approved task proposal in accordance with the consultant fee schedule.

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.

Date _____ Signature _____

EXHIBIT C

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

Date _____ Signature _____

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 26-XX

DATE: March 24, 2026

SERVICES: On-Call Surveying Services

PROJECT: On-Call Surveying Services FY 25/26 - FY 28/29

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.: 714-562-3670
Email: **MMikhael@buenapark.com**

"CONSULTANT": Towill, Inc., a California Corporation

Consultant Representative:
Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: **March 24, 2026**

End Date: **March 24, 2029**

Contract Value: **Not to Exceed $200,000; no guaranteed minimum**

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

Community Workforce Agreement: NO [___] YES [_X_] (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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and Towill, 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 March 24, 2026 and shall remain in full force and effect until March 24, 2029 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 $200,000 with no guaranteed minimums ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **Towill, Inc.**
	Name of Business
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, Director of Government & Community Relations/
City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Provide surveying services on an on-call basis. Work may differ from task to task, but may include and is not limited to establishing survey controls and benchmarks, performing design and topographic surveys, conducting boundary surveys and analysis, providing construction staking with cut sheets, preparing legal documents such as Records of Survey and easements for County of Orange recording, and other survey-related tasks as necessary.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

This professional service agreement shall remain active for a period of three (3) years from contract execution date. The time allotment of each task will vary depending on scope and shall be clarified in each task's request for proposal and proposal fee approved by the City.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

This professional service agreement has a not-to-exceed contract value of $200,000 with no guaranteed minimum. The City is under no obligation to award tasks for job orders. Fees shall be paid per the approved task proposal in accordance with the consultant fee schedule.

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.

Date _____ Signature _____

EXHIBIT C

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

Date _____ Signature _____

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

March 24, 2026
CONSENT CALENDAR
Item No. 4G.

City Council Agenda Report

PROFESSIONAL SERVICES AGREEMENTS WITH AESCO, INC.; MTGL, INC.; NV5, INC.; SMITH-EMERY LABORATORIES; AND, TWINING, INC., FOR ON-CALL GEOTECHNICAL SERVICES

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

RECOMMENDED ACTION

1) Approve a Professional Services Agreement with AESCO, Inc. to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 2) Approve a Professional Services Agreement with MTGL, Inc. to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 3) Approve a Professional Services Agreement with NV5, Inc. to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 4) Approve a Professional Services Agreement with Smith-Emery Laboratories to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 5) Approve a Professional Services Agreement with Twining, Inc.. to provide on-call geotechnical services without a guaranteed minimum and a not-to-exceed amount of $200,000; 6) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to any of the agreements; and 7) Authorize the City Manager and the City Clerk to execute the agreements.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City has a robust capital improvement program. Professional services in the areas of geotechnical and material testing are often required. Geotechnical and material testing services provide information regarding the existing pavement thickness and sub-grade soil conditions as they relate to pavement thickness and sub-grade conditions. Geotechnical services also include material testing during construction to ensure the appropriate material is being placed in accordance with the project specifications.

In an effort to streamline project delivery and provide readily available technical support, staff issued Request for Proposals (RFP) to provide On-Call Geotechnical Services on February 2, 2026. By February 26, 2026, staff had received 22 proposals from qualified firms.

Staff reviewed each firm's qualifications and availability, reviewed labor rate schedules and found them to be consistent with industry standards. At the time the services are required on a specific project, the City will request proposals from the on-call list of consultants, and based on qualifications and fee, a letter proposal will be agreed upon by the City and the selected consultants. No further City Council action will be required. Funds for these services will be expended from the applicable project budget.

Staff recommends approving three-year agreements with each firm without a guaranteed minimum and a not-to-exceed amount of $200,000. Due to the on-call nature of the agreements, work is not guaranteed to the consultant.

BUDGET IMPACT

The approval of the proposed on-call agreements does not directly appropriate or expend funds. Services will be used to the extent of available funding in the applicable project budget.

Attachments

Att 1 of 5 - Professional Services Agreement - AESCO, Inc.pdf
Att 2 of 5 - Professional Services Agreement - MTGL, Inc.pdf
Att 3 of 5 - Professional Services Agreement - NV5, Inc.pdf
Att 4 of 5 - Professional Services Agreement - Smith-Emery Laboratories.pdf
Att 5 of 5 - Professional Services Agreement - Twining, Inc.pdf

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 26-XX

DATE: March 24, 2026

SERVICES: On-Call Geotechnical Services

PROJECT: On-Call Geotechnical Services FY 25/26 - FY 28/29

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.: 714-562-3670
Email: **MMikhael@buenapark.com**

"CONSULTANT": AESCO, Inc., a California Corporation

Consultant Representative:
Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: **March 24, 2026**

End Date: **March 24, 2029**

Contract Value: **Not to Exceed $200,000; no guaranteed minimum**

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

Community Workforce Agreement: NO [___] YES [_X_] (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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and AESCO, 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 March 24, 2026 and shall remain in full force and effect until March 24, 2029 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 $200,000 with no guaranteed minimums ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **AESCO, Inc.**
	Name of Business
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, Director of Government & Community Relations/
City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Provide geotechnical engineering services on an on-call basis. Work may differ from task to task, but may include and is not limited to field geotechnical investigations, obtaining field core samples, performing geotechnical laboratory tests, compiling results, preparing geotechnical reports and recommend pavement rehabilitation strategies and improvements.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

This professional service agreement shall remain active for a period of three (3) years from contract execution date. The time allotment of each task will vary depending on scope and shall be clarified in each task's request for proposal and proposal fee approved by the City.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

This professional service agreement has a not-to-exceed contract value of $200,000 with no guaranteed minimum. The City is under no obligation to award tasks for job orders. Fees shall be paid per the approved task proposal in accordance with the consultant fee schedule.

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.

Date _____ Signature _____

EXHIBIT C

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

Date _____ Signature _____

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 26-XX

DATE: March 24, 2026

SERVICES: On-Call Geotechnical Services

PROJECT: On-Call Geotechnical Services FY 25/26 - FY 28/29

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.: 714-562-3670
Email: **MMikhael@buenapark.com**

"CONSULTANT": MTGL, Inc., a California Corporation

Consultant Representative:
Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: **March 24, 2026**

End Date: **March 24, 2029**

Contract Value: **Not to Exceed $200,000; no guaranteed minimum**

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

Community Workforce Agreement: NO [___] YES [_X_] (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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and MTGL, 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 March 24, 2026 and shall remain in full force and effect until March 24, 2029 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 $200,000 with no guaranteed minimums ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **MTGL, Inc.**
	Name of Business
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, Director of Government & Community Relations/
City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Provide geotechnical engineering services on an on-call basis. Work may differ from task to task, but may include and is not limited to field geotechnical investigations, obtaining field core samples, performing geotechnical laboratory tests, compiling results, preparing geotechnical reports and recommend pavement rehabilitation strategies and improvements.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

This professional service agreement shall remain active for a period of three (3) years from contract execution date. The time allotment of each task will vary depending on scope and shall be clarified in each task's request for proposal and proposal fee approved by the City.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

This professional service agreement has a not-to-exceed contract value of $200,000 with no guaranteed minimum. The City is under no obligation to award tasks for job orders. Fees shall be paid per the approved task proposal in accordance with the consultant fee schedule.

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.

Date _____ Signature _____

EXHIBIT C

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

Date _____ Signature _____

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 26-XX

DATE: March 24, 2026

SERVICES: On-Call Geotechnical Services

PROJECT: On-Call Geotechnical Services FY 25/26 - FY 28/29

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.: 714-562-3670
Email: **MMikhael@buenapark.com**

"CONSULTANT": NV5, Inc., a California Corporation

Consultant Representative:
Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: **March 24, 2026**

End Date: **March 24, 2029**

Contract Value: **Not to Exceed $200,000; no guaranteed minimum**

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

Community Workforce Agreement: NO [___] YES [_X_] (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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and NV5, 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 March 24, 2026 and shall remain in full force and effect until March 24, 2029 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 $200,000 with no guaranteed minimums ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **NV5, Inc**
	Name of Business
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, Director of Government & Community Relations/
City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Provide geotechnical engineering services on an on-call basis. Work may differ from task to task, but may include and is not limited to field geotechnical investigations, obtaining field core samples, performing geotechnical laboratory tests, compiling results, preparing geotechnical reports and recommend pavement rehabilitation strategies and improvements.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

This professional service agreement shall remain active for a period of three (3) years from contract execution date. The time allotment of each task will vary depending on scope and shall be clarified in each task's request for proposal and proposal fee approved by the City.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

This professional service agreement has a not-to-exceed contract value of $200,000 with no guaranteed minimum. The City is under no obligation to award tasks for job orders. Fees shall be paid per the approved task proposal in accordance with the consultant fee schedule.

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.

Date _____ Signature _____

EXHIBIT C

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

Date _____ Signature _____

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 26-XX

DATE: March 24, 2026

SERVICES: On-Call Geotechnical Services

PROJECT: On-Call Geotechnical Services FY 25/26 - FY 28/29

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.: 714-562-3670
Email: **MMikhael@buenapark.com**

"CONSULTANT": Smith-Emery Laboratories, a California Corporation

Consultant Representative:
Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: **March 24, 2026**

End Date: **March 24, 2029**

Contract Value: **Not to Exceed $200,000; no guaranteed minimum**

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

Community Workforce Agreement: NO [___] YES [_X_] (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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and Smith-Emery Laboratories, 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 March 24, 2026 and shall remain in full force and effect until March 24, 2029 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 $200,000 with no guaranteed minimums ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **Smith-Emery Laboratories**
	Name of Business
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, Director of Government & Community Relations/
City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Provide geotechnical engineering services on an on-call basis. Work may differ from task to task, but may include and is not limited to field geotechnical investigations, obtaining field core samples, performing geotechnical laboratory tests, compiling results, preparing geotechnical reports and recommend pavement rehabilitation strategies and improvements.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

This professional service agreement shall remain active for a period of three (3) years from contract execution date. The time allotment of each task will vary depending on scope and shall be clarified in each task's request for proposal and proposal fee approved by the City.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

This professional service agreement has a not-to-exceed contract value of $200,000 with no guaranteed minimum. The City is under no obligation to award tasks for job orders. Fees shall be paid per the approved task proposal in accordance with the consultant fee schedule.

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.

Date _____ Signature _____

EXHIBIT C

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

Date _____ Signature _____

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT
PSA 26-XX

DATE: March 24, 2026

SERVICES: On-Call Geotechnical Services

PROJECT: On-Call Geotechnical Services FY 25/26 - FY 28/29

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.: 714-562-3670
Email: **MMikhael@buenapark.com**

"CONSULTANT": Twining, Inc., a California Corporation

Consultant Representative:
Name:
Title:
Tel.:
Email:

SUMMARY OF TERMS:

Start Date: **March 24, 2026**

End Date: **March 24, 2029**

Contract Value: **Not to Exceed $200,000; no guaranteed minimum**

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

Community Workforce Agreement: NO [___] YES [_X_] (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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and Twining, 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 March 24, 2026 and shall remain in full force and effect until March 24, 2029 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 $200,000 with no guaranteed minimums ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **Twining, Inc**
	Name of Business
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, Director of Government & Community Relations/
City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

Provide geotechnical engineering services on an on-call basis. Work may differ from task to task, but may include and is not limited to field geotechnical investigations, obtaining field core samples, performing geotechnical laboratory tests, compiling results, preparing geotechnical reports and recommend pavement rehabilitation strategies and improvements.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

This professional service agreement shall remain active for a period of three (3) years from contract execution date. The time allotment of each task will vary depending on scope and shall be clarified in each task's request for proposal and proposal fee approved by the City.

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

This professional service agreement has a not-to-exceed contract value of $200,000 with no guaranteed minimum. The City is under no obligation to award tasks for job orders. Fees shall be paid per the approved task proposal in accordance with the consultant fee schedule.

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.

Date _____ Signature _____

EXHIBIT C

COMMUNITY WORKFORCE AGREEMENT - REQUIREMENTS

If the Services, in whole or in part, include the services of a Building/Construction Inspector, or Field Soils and Materials Tester (Inspectors), as the scope of work for each craft is defined in the State of California Wage Determination for said craft, then to the extent of such services CONSULTANT shall be obligated to comply with Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions ("CWA"). The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Consultants, Contractors and Subcontractors that are awarded or perform work on covered projects. CONSULTANT and its Subcontractors of must agree to be bound by the CWA. A Letter of Assent (in the form attached to this Exhibit, must be submitted by CONSULTANT agreeing to be bound to the terms and conditions of the CWA.

Among other requirements, CONSULTANT, if not currently a signatory to a collective bargaining agreement with the unions that are a signatory to the CWA, must register CONSULTANT'S own workers ("Core Employees") with the appropriate union hall prior to performing work. CITY has retained a third-party CWA Administrator that will act on CITY's behalf and aid parties in administering the CWA. CONSULTANT must provide a listing of its Core Employees to CITY's CWA Administrator and the union prior to starting work.

To qualify as a Core Employee, the employee must have been on CONSULTANT'S active payroll for sixty (60) of the one hundred (100) working days prior to project award and have worked at least two thousand (2,000) hours in the craft that they are employed within the previous four (4) years. Core Employees are to be used in a one-to-one ratio with referred workers from the union hall until a maximum of five (5) total Core Employees are used, and any additional workers shall be referred from the union. A copy of the CWA is available in the Public Works Department located inside Buena Park City Hall (6650 Beach Blvd, Buena Park, CA 90621) and the terms and conditions of the CWA are incorporated fully into the Agreement if the Services include covered work.

Date _____ Signature _____

EXHIBIT D

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL
(OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than $500 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than $500 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than $500 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

   YES ___ NO ___

   If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

_____	_____
DATE	SIGNATURE OF AUTHORIZED OFFICIAL
_____	_____
NAME OF COMPANY	NAME, TITLE

March 24, 2026
CONSENT CALENDAR
Item No. 4H.

City Council Agenda Report

AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER PERMIT IMPLEMENTATION AGREEMENT WITH THE COUNTY OF ORANGE, ORANGE COUNTY FLOOD CONTROL DISTRICT

PREPARED BY	PRESENTED BY
Laurie Aubuchon, Senior Management Analyst	Laurie Aubuchon, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve the Amended and Restated National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement ("Agreement") between the County of Orange, Orange County Flood Control District (District), and participating Orange County cities (collectively called Permittees); 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 3) Authorize the Mayor and City Clerk to execute the Agreement and any related documents necessary to implement the terms of the Agreement.

PREVIOUS CITY COUNCIL ACTION

The City is a Permittee under the Municipal Separate Storm Sewer System (MS4) permits issued by the California Regional Water Quality Control Boards (Santa Ana and San Diego Regions). The original NPDES Stormwater Permit Implementation Agreement (D90-094), which was executed in 1990 and amended in 1993 and 2002 (D02-048), established a cooperative framework for implementing the Orange County Stormwater Program to meet MS4 permit requirements and improve surface water quality. The Agreement allowed for collaboration, consistency, and cost sharing of regional compliance strategies, municipal staff training, watershed monitoring and reporting efforts, and other MS4 program elements required of each of the Permittees.

While the current Agreement has achieved many significant water quality improvements to local beaches and inland waters, state regulatory requirements issued through the MS4 permits have changed significantly since the Agreement was last updated. Watershed-specific water quality priorities have become increasingly complex requiring targeted solutions, including structural treatment projects to meet ongoing and forthcoming compliance requirements. For this reason, the County has been working with Permittees over the last several months on an amended and updated form of the Agreement. This process is now complete and the updated Agreement is being presented to the City Council and other Permittees for approval.

DISCUSSION

The proposed Agreement restates and updates the original Agreement to reflect current regulatory requirements, administrative practices, and programmatic needs. It continues the collaborative approach among the Permittees to implement regional stormwater management strategies, but it also provides added flexibility in designing and developing watershed-specific strategies, programs, and projects using corresponding shared cost sub-budget scales. As part of the shared cost budget approval process, the amended and restated Agreement also formalizes the consultation process with the Orange County City Managers Association (OCCMA) each year, which updates and improves the existing annual budget collaboration process already implemented with OCCMA.

The shared cost budget that is developed annually for this Agreement maintains the existing cost sharing formula approach based on land area and population for the unincorporated County and 34 Orange County cities, with the District contributing 10% of the overall cost. For sub-budgets allowed under this Agreement that do not apply to all the Permittees, this same cost sharing formula approach would be applied for the participating Permittees. Examples of the types of geographic areas that a sub-budget could apply include: across an MS4 permit area, watershed level, or sub-watershed scales.

Key provisions of the amended and restated Agreement include:

- Continued designation of the County as the administrator of the regional Orange County Stormwater Program.
- Clarification of responsibilities for each Permittee, including compliance reporting, monitoring, and implementation of Best Management Practices (BMPs).
- Engagement with the OCCMA for strategic input on compliance and funding.
- Provision of an updated collaborative review process for annual operating budgets, including allowing for new sub-budgets to be established with smaller groups of Permittees to support development of targeted water quality projects and programs.
- Continuation of the existing cost sharing formula between Permittees based on land area and population, with the District contributing 10% and the County and Cities sharing the remaining 90% for the annual operating budget countywide. For new sub-budgets, the same approach will be used to share costs amongst those participating agencies.

The amended agreement primarily updates governance and budgeting procedures; it does not change Buena Park's underlying cost allocation method, though future regulatory requirements could affect the overall shared program budget. The agreement allows project-specific or watershed sub-budgets (e.g. water quality studies or regulatory compliance efforts). Buena Park would only pay for those sub-budgets if it elects to participate.

BUDGET IMPACT

The City's financial contribution will be calculated annually based on its proportional share of land area and population, as outlined in the Agreement. Costs will be included in the City's annual budget for stormwater compliance and are not expected to increase significantly. Funds are available in the current budget for this program. Historical costs for Buena Park's participation in the program are as follows:

Fiscal Year	**Cost**
2021-22	$102,442.10

2022-23	$119,734.80
2023-24	$150,514.32
2024-25	$123,223.95
2025-26	$129,749.20

The City Council approved 2026-27 fiscal-year budget for this agreement is $139,000.

Attachments

CLEAN 02.05.26 Revised Stormwater Implementation Agreement_1.28.26CoCoPropFinal - Updated.pdf
2002 Implementation Agreement restatement.pdf

AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

STORMWATER PERMIT IMPLEMENTATION AGREEMENT

This AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PERMIT IMPLEMENTATION AGREEMENT ("AGREEMENT"), for purposes of identification numbered [D02-048], and which may be alternatively referred to as the "OC Stormwater Program Implementation Agreement," is entered into this ____ day of _____, 2026, by the County of Orange, (herein called the COUNTY), the Orange County Flood Control District (herein called DISTRICT) and the cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, La Habra, La Palma, Los Alamitos, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (herein called CITIES). The COUNTY, DISTRICT, and CITIES may be referred to collectively as PERMITTEES or individually as PERMITTEE, COUNTY, DISTRICT, or CITY, respectively, in this AGREEMENT.

RECITALS

WHEREAS, the United States Congress in 1987, through the Water Quality Act, amended Section 402 of the Clean Water Act (33 U.S.C.A. 1342(p)) to require the United States Environmental Protection Agency ("EPA") to promulgate regulations for permitting stormwater discharges; and

WHEREAS, EPA regulations require National Pollutant Discharge Elimination System ("NPDES") permits for discharges from a municipal separate storm sewer system ("MS4")(herein after called MS4 permits), and further require MS4 permits to include requirements to control pollutants from stormwater discharges; and

WHEREAS, in 1927, the Orange County Flood Control Act created the DISTRICT

to provide for the control of flood and stormwater and protect from damage from those flood or stormwater, the harbors, waterways, public highways, and property within the DISTRICT's jurisdiction; and

WHEREAS, the powers granted to the DISTRICT include the authority to regulate discharges that threaten to impact its system and carry on technical and other investigations, examinations, or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water, both within and without the DISTRICT; and

WHEREAS, the California State Water Resources Control Board ("SWRCB"), as designee of the EPA, has delegated authority to the California Regional Water Quality Control Boards-Santa Ana Region ("RWQCB-SAR") and San Diego Region ("RWQCB-SDR")(collectively, the RWQCBs) for administration of MS4 permits within the boundaries of their regions; and

WHEREAS, the COUNTY, DISTRICT, and CITIES are PERMITTEES under MS4 permits issued by the RWQCBs; and

WHEREAS, the RWQCBs have designated the COUNTY as the Principal PERMITTEE or Principal Watershed Co-permittee, as defined in the MS4 permits; and

WHEREAS, the COUNTY, the DISTRICT and the CITIES previously entered into that certain agreement entitled National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement D90-094, on December 18, 1990, which was subsequently amended on October 26, 1993 by Amendment No. 1 and then on June 25, 2002 (the December 18, 1990 Agreement as Amended by Amendment No. 1 and the June 25, 2002 amendment will be referred to collectively hereinafter as the ORIGINAL AGREEMENT), to cooperatively develop, and did thereunder develop, an integrated stormwater runoff management program with the objective of fulfilling MS4 permit requirements and improving water quality in Orange County (program

referred to herein as the "OC Stormwater Program"); and

WHEREAS, Section X of the ORIGINAL AGREEMENT provides that the ORIGINAL AGREEMENT may be amended by consent of a majority of the PERMITTEES which represent a majority of the percentage contributions as described in Section IV of the ORIGINAL AGREEMENT; and

WHEREAS, continued cooperation between the CITIES, the COUNTY, and the DISTRICT to jointly implement the OC Stormwater Program to fulfill prior, new, and potential future MS4 permit requirements, to the extent feasible, is in the best interests of the CITIES, the COUNTY, and the DISTRICT; and

WHEREAS, the PERMITTEES now desire to restate and amend the ORIGINAL AGREEMENT, as reflected and set forth in this AGREEMENT.

NOW, THEREFORE, the PERMITTEES do mutually agree as follows:

I. FILING STATUS

The COUNTY, the DISTRICT, and each CITY have filed applications for MS4 permits as PERMITTEES. The COUNTY, the DISTRICT and each CITY is a PERMITTEE under each MS4 permit to which they are subject.

II. INCORPORATION OF FEDERAL GUIDELINES

All applicable federal and state water quality regulations and guidelines under the Federal Clean Water Act, as presently written or as changed during the term of this AGREEMENT, are hereby incorporated by reference and made a part of this AGREEMENT and take precedence over any inconsistent terms of this AGREEMENT.

III. DELEGATION OF RESPONSIBILITIES

The responsibilities of each of the parties shall be as follows:

A. The COUNTY shall be the administrator of the OC Stormwater Program and, on a cost-shared basis, perform the following functions:

1. Annual operating budgets.

a. Prepare the annual operating budget ("annual operating budget"), which shall include a work plan and associated financial plan and

budget. The annual operating budget is intended to provide for all programmatic functions and associated costs of the OC Stormwater Program, as outlined in this AGREEMENT and as generally described in Section V.A. Annual operating budgets and work plans may be based on RWQCB region (i.e., Santa Ana Region versus San Diego Region). The budget year shall coincide with the COUNTY's fiscal year, July 1 – June 30.

b. Consult with the Stormwater Program Representatives (as defined in Section III.C.8) when preparing annual operating budgets and major program elements therein.

c. A draft of the annual operating budget may be prepared for the PERMITTIES for review by February 15 each year. Annual operating budgets shall be submitted to the PERMITTEES for consideration and approval by May 15 of each year. Individual CITY approval shall be obtained from each CITY's city manager or designee thereof by July 30 of each year. CITY manager designations for annual operating budget approval shall be provided in writing to the County and shall remain in effect until revoked in writing by the CITY's city manager. An annual operating budget shall be deemed approved and adopted for the OC Stormwater Program by affirmative responses from PERMITTEES which represent a majority (50% or greater) of both the area and population percentage contribution as calculated in accordance with Section V.A (method for calculating approval percentage referred to as "Majority Approval"). The COUNTY and the DISTRICT shall represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section V.A.

d. An approved and adopted annual operating budget shall not be

exceeded without prior Majority Approval of the PERMITTEES.

2. Project or watershed-specific sub-budgets.

   a. In coordination with the PERMITTEES, prepare project-specific and/or watershed-specific budgets and associated work plans (collectively, "sub-budget(s)") for the design of water quality projects and/or responding to RWQCB enforcement orders and/or other orders (e.g., California Water Code 13267 or 13383 orders).

   b. Sub-budgets shall be prepared and proposed on an as-needed basis, at the discretion of the COUNTY, or as requested by interested PERMITTEES, subject to concurrence of the COUNTY.

   c. Each PERMITTEE willing to participate in a sub-budget will confirm participation to the COUNTY in writing. A PERMITTEE who confirms participation in a sub-budget shall be referred to herein as "PARTICIPATING PERMITTEE(s)." Sub-budgets will be subject to unanimous approval by all PARTICIPATING PERMITTEES, except that where a Participating Permittee fails to vote to approve a proposed sub-budget, such failure shall be deemed a withdrawal from the sub-budget and the withdrawing PERMITTEE shall no longer be considered a PARTICIPATING PERMITTEE and shall have no obligation to pay for or participate in the sub-budget.

   d. Project elements that go beyond design (e.g., construction, operation, and maintenance) shall not be provided for in sub-budgets and, instead, are subject to separate agreement between the Participating Permittees.

3. Represent the OC Stormwater Program in reviews of documents, comments, and discussions with EPA, SWRCB, and RWQCBs and/or other resource agencies regarding MS4 permit requirements and related policies, programs, and regulations. The COUNTY shall timely notify the

PERMITTEES of any decision reached during these discussions that, in the determination of the County, substantially impacts the OC Stormwater Program.

4. Implement approved annual operating budgets and sub-budgets.
5. Working in collaboration with PERMITTEES, prepare and submit regional compliance reports as the Principal PERMITTEE, as required under the MS4 permits, and/or as designated in the approved workplans.
6. Implement the regional monitoring and reporting program elements from approved workplans for the MS4 permits, including, but not limited to, tasks to monitor and measure the effectiveness of Best Management Practices ("BMPs"). This may include monitoring and modeling.
7. Obtain, as may be required by the annual operating budget and/or sub-budgets approved pursuant to this AGREEMENT, professional services, including, but not limited to, scientific, engineering, environmental, economic, and/or legal consultants to provide technical assistance for the work associated with the OC Stormwater Program. This work may include, but is not limited to, the preparation of technical or economic studies, legal analysis, watershed management plans, stormwater runoff management plans, water quality improvement plans, modeling, reasonable assurance demonstrations/reasonable assurance analyses, monitoring plans, technical reports, municipal staff training activities, and the design of structural and non-structural BMPs and strategies to prevent and/or reduce pollutants in stormwater runoff. Contracts for professional services to be funded under this AGREEMENT shall be made in conformance with the COUNTY's procurement policies, and, to the extent there is no conflict, the following:
    a. The COUNTY shall make efforts to stagger the date of issuance of new contracts for professional services, so that PERMITTEES may

better absorb increases in consultant fee rates.

b. For contracts for professional services that would require approval by the Orange County Board of Supervisors (as determined within the sole discretion of the COUNTY), one Stormwater Program Representative for every two designees of the COUNTY shall be allowed to participate in any panel formed for the purpose of evaluating responses to Requests for Proposals or similar competitive solicitations submitted by potential consultants. Where any contract subject to this provision is to be extended beyond the initial term, the COUNTY shall request feedback from the Stormwater Program Representatives, regarding the consultant's performance, prior to executing the extension. This process shall in no way impinge upon or limit the COUNTY's discretion to enter into, amend, extend, renew, or cancel any contract for professional services for the OC Stormwater Program.

c. The COUNTY shall notify the PERMITTEES of any changes in the COUNTY's procurement policies that significantly affect the thresholds for competitive procurement, scoring, or selection processes for contract services.

8. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities within the unincorporated areas of the County, at no cost to the CITIES.

9. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities on County-owned property used for COUNTY governmental purposes (i.e., property used for governmental functions) and located within a CITY, at no cost to the CITIES. For purposes of this section, the regional facility known as Dana Point Harbor shall be considered a County-owned property used for governmental purposes.

a. To avoid confusion in the implementation of each party's facility inspection programs, the COUNTY shall provide a list of those facilities, buildings and properties that it owns and are located within other jurisdictions (i.e. non-unincorporated properties) that the COUNTY has decided to monitor and regulate pursuant to this Section III.A.9. The County further agrees to notify the affected PERMITTEE of changes to the status of a facility.

B. The DISTRICT shall, on a cost-shared basis, except as set forth in subparagraph 2 below:

1. Perform or cause to be performed the water quality and hydrographic monitoring for compliance with MS4 permits and/or in accordance with RWQCB-approved monitoring plans and/or in the approved workplans.
2. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities located on District-owned and controlled property that is used for governmental purposes, at no cost to the CITIES.
3. Undertake or cause to be undertaken all activities required of the CITIES in Section III.C and applicable to the District.

C. The CITIES, at no cost to the Counties and the District, shall:

1. Implement a facility inspection program for its MS4 facilities, as required by the MS4 permit(s) and within the jurisdictional boundaries of that CITY.
2. Submit to the COUNTY storm drain system maps and/or data describing the type and location of its MS4 facilities with periodic revisions that reflect any modifications made as a result of land development/redevelopment. If possible, information shall be submitted as geographical information system ("GIS") data.
3. Support the COUNTY in the preparation of watershed characterizations and catchment prioritization efforts, including, but not limited to, by:

a. Identifying applicable zoning and land use designations.

b. Identifying areas where sources of specific pollutants are known.

4. Upon COUNTY request, review, comment on, consider approval of, and, if approved, implement regional strategies to prevent and reduce pollutants in stormwater runoff.

5. Implement an illegal discharge detection and elimination program as required by the MS4 permit(s) to which the CITY is subject. Demonstrate adequate legal authority to control discharges to its MS4 facilities as may be required by the relevant MS4 permit(s) to which the CITY is subject.

6. Provide, as requested by the COUNTY, copies of the CITY's jurisdictional reports, data, and any other information (in formats requested by the COUNTY, where such formats are reasonably available) to satisfy requirements in MS4 permits or other orders issued by a Regional Board or the State Board, to which the CITY is subject, provided the CITY has not otherwise challenged such order, and such challenge has not been resolved.

7. Participate in meetings convened by the COUNTY and respond to requests for information from the COUNTY, intended to obtain PERMITTEE input on matters related to this AGREEMENT and the implementation of the OC Stormwater Program.

8. Designate primary and secondary Stormwater Program Representative for matters related to this AGREEMENT and the implementation of the OC Stormwater Program. Designations shall be made by each CITY's city manager, or designee, in writing to the COUNTY. Each designation shall remain in effect until revoked by the CITY's city manager or designee. Stormwater Program Representatives are intended to provide subject matter input and facilitate communication between the COUNTY and each CITY. For purposes of this AGREEMENT, a Stormwater Program

Representative will not be deemed to have the authority to approve annual operating budgets on behalf of a CITY, as required in Section III.A.1, unless expressly stated in the written designation provided to the COUNTY.

D. In the unincorporated areas of the COUNTY, the COUNTY shall, at no cost to the CITIES or the DISTRICT, undertake or cause to be undertaken all activities required above of the CITIES in Section III.C that are not responsibilities of the DISTRICT as outlined in Section III.B.

IV. Orange County City Manager Association Engagement

A. In lieu of the activities of the Technical Advisory Committee under the ORIGINAL AGREEMENT, the COUNTY shall endeavor to create a working relationship with the Orange County City Manager Association ("OCCMA") or a sub-group thereof, to address issues such as MS4 permit requirements, MS4 permit compliance methods, and funding needs and strategies to facilitate regional and/or watershed-based, multi-jurisdictional project efforts.

B. At its discretion, the COUNTY, in coordination with the PERMITTEES as set forth in this AGREEMENT, may implement recommendations (or parts thereof) that OCCMA may give on OC Stormwater Program matters, including, but not limited to, potential strategies for compliance with current and anticipated future MS4 permit requirements; funding strategies and options for MS4 permit compliance efforts; and OC Stormwater Program budgeting. Recommendations that would result in unbudgeted costs shall be subject to Majority Approval of the PERMITTEES pursuant to III.A.1.d.

C. Under no circumstances shall this Section be interpreted as a replacement or substitute for any other responsibility of CITIES or the COUNTY under this Agreement. At the COUNTY's discretion, the Director of OC Public Works may enter into a memorandum of understanding with OCCMA to facilitate

procedures for OCCMA engagement under this Section. Under no circumstances shall this provision be interpreted to require any written agreement between the COUNTY and OCCMA.

V. PROGRAM COSTS

A. Annual Operating Costs.

Where not otherwise funded, the annual operating budget, including all costs of equipment, goods, COUNTY services (including, but not limited to, applicable COUNTY and COUNTY'S departmental overhead), and all professional services costs incurred by the COUNTY, and any cost of the MS4 permits, as determined by the COUNTY in its role as administrator of the OC Stormwater Program, shall be a shared cost and allocated among the COUNTY, DISTRICT, and CITIES, and paid for as follows:

Participants	Percentage Contribution
DISTRICT	10
CITIES + COUNTY	90

The individual percentage contributions from each CITY and the COUNTY shall be functions of their respective dry land areas and population relative to those of the entire County of Orange. Each area shall be calculated as one-half of the sum of the area and population fractions, multiplied by 90%. National forests, state parks, airports, landfills, oceans, harbors, tidal bays, and active military installations shall be excluded from area calculations (Exhibit A-1). The contribution of the COUNTY shall be calculated from unincorporated areas and their respective populations. Should any external or alternative sources of funding become available, those funds may be directly applied to the appropriate budget(s) before the shared cost percentages are applied to the PERMITTTEES or credited to a subsequent budget.

Share in percent for jurisdiction #1= $\{(X_1/X_{tot}) + (Y_1/Y_{tot})\}/2 \times (90)$

X = area

Y = population

tot = total population or area

90 = total percentage excluding the DISTRICT's contribution

The percentage share shall be calculated by the COUNTY from population and area data. The population data shall be the most recent annual population estimates produced by the California Department of Finance, and area is based on the most recent OC Public Works survey data available to the COUNTY. Percentage share calculations shall be updated by May of each budget year for the budget year following and shall be included in annual operating budget proposals. Annual operating budget proposals shall be prepared based on the following percentage share computation methods, as applicable, and subject to exclusions in Exhibit A-1:

1. Countywide costs will be calculated as described in the process and formula above and subject to Exhibit A-1 for the entire group of PERMITTEES.
2. Regional costs, specific to only one RWQCB permit (Santa Ana Region and San Diego Region), will be calculated based on the process and formula above for PERMITTEES within the respective permit geographic area. For PERMITTEES that have jurisdiction in both permit regions, the regional costs will be based on the land area and prorated population for that permit geographic area.
3. Sub-budgets shall be based on the PARTICIPATING PERMITTEES and their corresponding area and prorated population total within the geographic area subject to the specific sub-budget.
4. In the event of a regulatory directive issued to PERMITTEES requiring amendment of any approved budget, the COUNTY shall provide immediate

notice to the included PERMITTEES and hold discussions with respect to responding to the directive and funding the immediate response. Such budget amendments shall be subject to the Majority Approval referenced in Section III.A.1.d.

5. If at any time during a budget year costs exceed the sum of the deposits for any approved budget, and prior Majority Approval for such exceedance has been obtained, the COUNTY shall submit invoices to the involved PERMITTEES to recover the deficit. The share for each PERMITTEE shall be prorated according to the formula that was initially used to apportion budget costs. Each CITY shall pay the invoice within 45 calendar days of the billing date.
6. If at any time costs exceed the sum of the deposits for any approved budget, the COUNTY may propose a budget increase and request payment by the PERMITTEES, and PERMITTEES shall pay such amount, provided the budget increase is approved in accordance with sections III.A.1.c-d or III.A.2.c of this Agreement, as may be applicable. Until such approval is obtained and sufficient deposits received, the COUNTY may, at its sole discretion, cease carrying out approved budget components so as to limit or not incur costs in excess of deposits. Nothing in this AGREEMENT shall be construed as requiring PERMITTEES to approve budget increases.
7. The COUNTY shall prepare a budget year-end accounting within 120 calendar days of the end of the budget year and present the same to the involved PERMITTEES for review. If the budget year-end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits shall carry forward to reduce the obligation of the PERMITTEES for the following budget year and prorated to the CITIES consistent with the cost-sharing population and area data

calculation above.

8. The COUNTY shall invoice each CITY for its annual share of each approved budget by November 30 of each budget year. Each CITY shall pay their deposit(s) within 45 calendar days of the billing date or within 45 calendar days of November 30, whichever is later. Each CITY'S deposit(s) shall be based on their prorated share(s) of the approved budget(s), reduced for any carry forward amount identified in the prior budget year-end accounting.
9. The COUNTY shall hold each CITY's annual share of each approved budget in interest-bearing accounts and credit interest earned on each CITY's annual share against each CITY's share of the approved budget costs. The COUNTY shall maintain records regarding interest earned and credited on each CITY's annual share and provide the same to the CITIES within 120 calendar days of the end of the budget year.
10. Upon termination of this AGREEMENT, a final accounting shall be performed by the COUNTY and presented to the PERMITTEES for review. If the sum of the deposits exceeds the costs, the COUNTY shall reimburse to each CITY its prorated share of the excess, within 120 calendar days of the final accounting.

VI. LIFE OF THE AGREEMENT

The term of this AGREEMENT shall be indefinite, unless amended or terminated in accordance with this AGREEMENT.

VII. ADDITIONAL PARTIES

Any CITY which becomes incorporated after the effective date of this AGREEMENT, or requests to become a party to this AGREEMENT after previously withdrawing pursuant to Section VIII, shall be eligible to become a party to this AGREEMENT, subject to Majority Approval. In approving adding additional cities to this AGREEMENT, the PERMITTEES may

require such conditions of the added cities as they determine necessary or advantageous. The date of initiation, for determining costs for newly incorporated cities, shall be the date of incorporation. The costs for adding additional cities to this AGREEMENT and OC Stormwater Program including, but not limited to, permit and processing fees, as well as administrative costs incurred by the COUNTY and costs to reimburse the existing PERMITTEES for unreimbursed costs related to a previous withdrawal (if applicable), shall be calculated by the COUNTY, approved by Majority Approval of the PERMITTEES and, thereafter, invoiced by the COUNTY and paid by the added city(ies) within 45 calendar days of the billing date. Monies to be reimbursed to the existing PERMITTEES shall carry forward to reduce the billings for the following budget year.

VIII. WITHDRAWAL FROM THE AGREEMENT

A CITY may withdraw from this AGREEMENT by providing at least 60 calendar days written notice to the COUNTY. The COUNTY shall notify the PERMITTEES within 10 business days of receipt of any withdrawal notice. Neither the COUNTY nor any PERMITTEE shall be responsible for advising the withdrawing CITY of the legal, regulatory, or programmatic effects of withdrawing, nor have any continuing responsibility to the withdrawing CITY upon the effective date of the withdrawal. The withdrawing CITY shall be solely responsible for any costs the withdrawing CITY may incur related to its withdrawal, including, but not limited to, penalties assessed by RWQCBs, and or other resource agencies (e.g., EPA, CDFW, etc.) in connection with or related to its withdrawal. In addition, withdrawal shall constitute forfeiture of any deposits on hand from the withdrawing CITY, for the budget year in which the withdrawal is effective. If the effective date of a withdrawal is within 60 calendar days of the beginning of any budget year, the withdrawing CITY shall be responsible for paying its annual

share for the upcoming budget year as if it were still a PERMITTEE participating in this AGREEMENT but shall be eligible to receive a credit for any prospective carry forward amount of such annual share as may be contemplated by this AGREEMENT. The cost allocations to the remaining PERMITTEES participating in this AGREEMENT shall be recalculated and collected and/or credited as necessary in the budget year following the effective date of the withdrawal.

IX. NON-COMPLIANCE WITH PERMIT OR ORDER REQUIREMENTS

Each PERMITTEE shall remain solely responsible for its own acts and omissions with respect to compliance with requirements of an MS4 permit or other order of the RWQCBs or SWRCB to which it may be subject, and nothing herein shall be deemed to waive, release, or transfer any such responsibility to any other PERMITTEE. Nothing in this AGREEMENT shall be construed as an assumption by any PERMITTEE of any liability or obligation of another PERMITTEE, whether past, present, or future.

X. LEGAL ACTION/ COSTS/ ATTORNEY FEES

In the event of legal action to enforce any provision of this AGREEMENT, each party shall bear its own attorneys' fees and costs, and no party shall seek to recover the same from any other party through litigation or other legal proceedings.

XI. AMENDMENTS TO THE AGREEMENT

This AGREEMENT may be amended with Majority Approval. The COUNTY and the DISTRICT shall represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section V. No amendment to this AGREEMENT shall be effective unless it is in writing and signed by the duly authorized representatives of the COUNTY and the required Majority Approval of PERMITTEES.

XII. NOTICES

All notices required under Section VIII shall be deemed duly given if delivered by hand (with written confirmation of receipt); via electronic mail (with confirmation of transmission); or three (3) days after deposit in the U.S. Mail, postage prepaid.

XIII. GOVERNING LAW

This AGREEMENT shall be governed and construed in accordance with laws of the State of California. If any provision or provisions of this AGREEMENT is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not any way be affected or impaired hereby.

XIV. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the duly authorized representative of the PERMITTEE to have waived or consented. Any consent by any PERMITTEE to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XV. APPLICABILITY OF PRIOR AGREEMENTS

This AGREEMENT restates and amends the provisions in prior agreements and constitutes the entire AGREEMENT between the PERMITTEES with respect to the subject matter. All prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

XVI. EXECUTION OF THE AGREEMENT

This AGREEMENT may be executed in counterparts, and the signed counterparts shall constitute a single instrument. The parties agree that this AGREEMENT may be executed and delivered by electronic means, including via email or electronic signature platforms (e.g., DocuSign, Adobe Sign), and that such electronic signatures shall be deemed to have the same legal

effect as original signatures. Each party agrees that electronically signed documents shall be valid, enforceable, and admissible in any legal proceeding to the same extent as a manually signed original.

XVII. NO WAIVER OF PRIVILEGE AND/OR WORK PRODUCTION PROTECTION

Notwithstanding anything in this Agreement to the contrary, nothing in this AGREEMENT shall require a party to release or provide information (including any reports, communications, data, etc.) that has been deemed by that party to be subject to the attorney-client privilege, attorney work product doctrine, or any other relevant privilege and protection, including, but not limited to, any reports or information generated by a party's consultant that was prepared in consultation with, or at the direction of, such party's attorney or counsel of record. Nothing in this AGREEMENT shall prohibit the parties hereto from entering into future agreements, including joint defense agreements, common interest agreements, or other similar agreements to share such privileged or protected information subject to the terms and conditions of such an agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates opposite their respective signatures:

ORANGE COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

By _____
Chairman of the Board of Supervisors

COUNTY OF ORANGE
A body corporate and politic

Date: _____ By _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Date: _____ By _____
ROBIN STIELER
Clerk of the Board of Supervisors of
Orange County, California

APPROVED AS TO FORM COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____ Julia Woo, Senior Deputy

Date: _____

///

///

///

CITY OF ALISO VIEJO

Date: _____

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF ANAHEIM

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF BREA

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF BUENA PARK

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF COSTA MESA

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF CYPRESS

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF DANA POINT

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF FOUNTAIN VALLEY

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF FULLERTON

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF GARDEN GROVE

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF HUNTINGTON BEACH

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF IRVINE

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF LA HABRA

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF LA PALMA

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF LAGUNA BEACH

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF LAGUNA HILLS

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF LAGUNA NIGUEL

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF LAGUNA WOODS

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF LAKE FOREST

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF LOS ALAMITOS

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF MISSION VIEJO

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF NEWPORT BEACH

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF ORANGE

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF PLACENTIA

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF RANCHO SANTA MARGARITA

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF SAN CLEMENTE

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF SAN JUAN CAPISTRANO

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF SANTA ANA

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF SEAL BEACH

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF STANTON

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF TUSTIN

Date: _____ By: _____
Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____
City Clerk City Attorney

CITY OF VILLA PARK

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF WESTMINSTER

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF YORBA LINDA

Date: _____ By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

_____ _____
City Clerk City Attorney

EXHIBIT A - 1

DRY LAND AREA DEDUCTED FROM JURISDICTIONS

Landfills	Jurisdiction
Olinda	County
Santiago	County
Prima Deschecha	County
Bee Canyon	County
Coyote Canyon	County
State Parks	
Bolsa Chica State Beach*	Huntington Beach
Chino Hills State Park	County
Corona Del Mar State Beach	Newport Beach
Crystal Cove State Park**	County
Doheny State Beach	Dana Point
Huntington State Beach	Huntington Beach
San Clemente State Beach	San Clemente
Airports	
Fullerton	Fullerton
John Wayne	County
Military facilities	
Joint Forces Training Base - Los Alamitos	Los Alamitos
Former MCAS Tustin***	Tustin
Seal Beach Naval Weapons Station****	Seal Beach
National Forests	
Cleveland National Forest	County

*Includes Bolsa Chica Ecological Preserve
**Includes Laguna Laurel Ecological Preserve
***Active military areas
****Includes Seal Beach National Wildlife Refuge

AMENDMENT AND RESTATEMENT OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PERMIT IMPLEMENTATION AGREEMENT

This AGREEMENT, for purposes of identification numbered D02-048, entered into this 25th day of June, 2002, by the County of Orange, (herein called the COUNTY), the Orange County Flood Control District (herein called DISTRICT) and the cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, La Habra, La Palma, Los Alamitos, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (herein called CITIES) restates the agreement provisions made previously by the COUNTY, DISTRICT and CITIES with respect to compliance with the National Pollutant Discharge Elimination System (NPDES) municipal stormwater permits issued for Orange County and amends specified provisions to add three additional cities, revises participant share calculations and allows participant share calculations on a countywide and regional basis. The COUNTY, DISTRICT and CITIES may be referred to collectively as PERMITTEES or individually as a PERMITTEE in this AGREEMENT.

RECITALS

WHEREAS, Congress in 1987 through the Water Quality Act (herein called WQA) amended Section 402 of the Federal Clean Water Act (33 U.S.C.A. 1342(p)) to require the federal Environmental Protection Agency to promulgate regulations for applications for permits for stormwater discharges; and

WHEREAS, these permit regulations will require the control of pollutants from stormwater discharges by requiring a National Pollutant Discharge Elimination System permit which would allow the lawful discharge of stormwaters into waters of the United States; and

WHEREAS, these EPA regulations require NPDES permits for discharges from municipal storm sewers on a system-wide or jurisdiction-wide basis; and

WHEREAS, the Legislature, in enacting the Orange County Flood Control Act, created the Orange County Flood Control District to provide for the control of flood and storm waters; and

WHEREAS, the powers granted to the DISTRICT include carrying on technical and other investigations, examinations, or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water, both within and without the DISTRICT; and

WHEREAS, the COUNTY, the DISTRICT and the CITIES desire to develop an integrated stormwater discharge management program with the objective of improving water quality in the County of Orange; and

WHEREAS, the California State Water Resources Control Board (CSWRCB) as designee of the EPA has delegated authority to the Regional Water Quality Control Boards-Santa Ana Region (RWQCB-SAR) and San Diego Region (RWQCB-SDR)(collectively, the RWQCBs) for administration of the NPDES stormwater permit application process within the boundaries of their Regions; and

WHEREAS, the COUNTY, DISTRICT and CITIES have been designated as PERMITTEES by the RWQCBs; and

WHEREAS, the COUNTY has been designated as the Principal PERMITTEE on the permits; and

WHEREAS, cooperation between the CITIES, the COUNTY and the DISTRICT to jointly file applications for NPDES Stormwater permits and implement common programs, to the extent feasible, is in the best interests of the CITIES, the COUNTY and the District; and

WHEREAS, the COUNTY is willing to share the expertise of its staff with the CITIES so that they can join in seeking and implementing certain requirements of the NPDES Stormwater permits; and

WHEREAS, the PERMITTEES approved a Stormwater Permit Implementation Agreement to memorialize program cooperation based on the above recitals on December 18, 1990 which was subsequently amended on October 26, 1993 by Amendment No. 1 (the December 18, 1990 Agreement as Amended by Amendment No. 1 will be referred to collectively hereinafter as the ORIGINAL AGREEMENT); and

WHEREAS, Section X of the ORIGINAL AGREEMENT provided that the ORIGINAL AGREEMENT may be amended by consent of a majority of the PERMITTEES which represent a majority of the percentage contributions as described in Section IV of the ORIGINAL AGREEMENT; and

WHEREAS, Section VI of the ORIGINAL AGREEMENT states that any city which becomes signatory to this ORIGINAL AGREEMENT after the applications for the initial NPDES stormwater permits have been approved shall comply with all of the provisions of the ORIGINAL AGREEMENT; and,

WHEREAS, pursuant to Sections VI and X of the ORIGINAL AGREEMENT, the PERMITTEES approved Amendment No. 1 to the ORIGINAL AGREEMENT (herein called AMENDMENT NO. 1) on October 26, 1993 to add two newly incorporated cities, provide participant share calculations based on thirty-three PERMITTEES and establish a Technical Advisory Committee; and

WHEREAS, the PERMITTEES now desire to restate those provisions in the ORIGINAL AGREEMENT that remain unchanged and amend specified provisions to add three additional

cities, revise participant share calculations and allow participant share calculations on a countywide and regional basis.

NOW THEREFORE: The PERMITTEES hereto do mutually agree to add the cities of Aliso Viejo, Laguna Woods and Rancho Santa Margarita as PERMITTEES under this AGREEMENT, to restate those provisions in the ORIGINAL AGREEMENT that remain unchanged and amend Sections II, III.A., III.B., III.C., IV, VIII, IX, XI and XV in their entirety as follows:

I. FILING STATUS

The COUNTY, DISTRICT and CITIES will file the applications for stormwater permits as PERMITTEES. The COUNTY, the DISTRICT and each individual City will be a PERMITTEE.

II. INCORPORATION OF FEDERAL GUIDELINES

The terms of all applicable Federal and State water quality regulations and guidelines under the Clean Water Act and Water Quality Act, as presently written or as changed during the life of this agreement are hereby incorporated by reference and made a part of this AGREEMENT and take precedence over any inconsistent terms of this AGREEEMENT.

III. DELEGATION OF RESPONSIBILITIES

The responsibilities of each of the parties shall be as follows:

A. The COUNTY, on a cost-shared basis, shall administer system compliance by:

1. Preparing implementation and annual operating budgets. The budget year shall coincide with the fiscal year of the COUNTY, July 1 - June 30.

a. The participants shall be permitted to review and approve the annual operating budget and work plan for the forthcoming year. Criteria for approval shall be

affirmative responses from a majority of the PERMITTEES which represent a majority of the percentage contribution as described in Section IV. The COUNTY and the DISTRICT will represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section IV. The review period shall be from January 1 to January 31 of each year with approval of the final budget to be completed by February 15.

b. The annual operating budget shall not be exceeded without prior consent of the majority of the PERMITTEES which represent a majority of the percentage contribution.

2. Consulting with the city managers and any committees established by the city managers when preparing budgets and major program elements.

3. Preparing compliance reports to the Regional Board and providing copies to the PERMITTEES.

4. Preparing a model system-wide Best Management Practices (BMP) Program report.

5. Monitoring the implementation and ensuring the effectiveness of system-wide BMPs. This will include field reconnaissance to evaluate structural and procedural BMPs. An annual report to the RWQCBs will be prepared presenting the results of these evaluations.

6. The COUNTY as Principal PERMITTEE may retain the services of professional consultants and may fund, or contribute to

funding technical and/or economic studies conducted by professional organizations such as the American Public Works Association

B. The DISTRICT shall, to the maximum extent practicable, and on a cost-shared basis except as set forth in subparagraph 4 below:

1. Perform the water quality and hydrographic monitoring for permit compliance.

2. Administer the water pollution control program by enforcing the Orange County Water Quality Ordinance.

3. Develop uniform criteria for annual inspection of drainage facilities.

4. Perform inspections, at no cost to the CITIES or the COUNTY, on those facilities owned by the DISTRICT and on municipal separate storm sewers in unincorporated County. Contracts for such inspections within CITIES may be undertaken at the sole expense of the requesting city.

C. The CITIES shall, to the maximum extent practicable, and at no cost to COUNTY or DISTRICT:

1. Implement a facility inspection program in accordance with the uniform criteria developed by the DISTRICT, for all municipal separate storm sewers as defined by the stormwater permit and within the jurisdictional boundaries of that city.

2. Submit to the COUNTY stormwater drain maps with periodic revisions which reflect the modifications that were made to the storm drain system.

3. Prepare watershed characterizations, including:

a. Zoning designations, and

b. Identification of areas where hazardous materials presently are or are suspected to have been stored, manufactured, or disposed. This shall include sites at which a hazardous material spill has occurred.

4. Review, approve, and implement system-wide BMPs.

5. Eliminate, or have eliminated, illegal/illicit connections to the storm drain system.

6. Identify the legal authority for control of discharges to the storm drain system.

7. Provide to the COUNTY annual reports (on forms provided by the COUNTY) and any other information needed to satisfy annual reporting requirements of the RWQCBs.

8. Adopt and enforce, or name DISTRICT as enforcer of a water pollution control ordinance, which prohibits non-NPDES permitted discharges to the municipal separate storm sewer system.

D. The COUNTY shall, to the maximum extent practicable and at no cost to the CITIES or the DISTRICT, undertake in the unincorporated areas of the COUNTY all activities required above of the CITIES that are not responsibilities of the DISTRICT as outlined in Section III. B.

E. The PERMITTEES hereby establish a Technical Advisory Committee (herein called COMMITTEE) consisting of five members chosen by the Orange County City Engineers Association, and one member representing the COUNTY. The COMMITTEE shall prepare by-laws for the Technical Advisory Committee and submit same to PERMITTEES for approval. The COMMITTEE will act in an advisory role to the

PERMITTEES and implement policy previously established by the PERMITTEES.

IV. PROGRAM COSTS

The responsibilities for payment of all shared costs of equipment, services, contracted analytical services, and the cost of the Regional Board permits, shall be distributed among the COUNTY, DISTRICT, and CITIES as follows:

Participants	Percentage Contribution
DISTRICT	10
CITIES + COUNTY	90

The individual percentage contributions from each city and the COUNTY shall be functions of their respective areas and population relative to those of the entire County. Each area shall be calculated as one half of the sum of the area and population fractions, multiplied by 90%. Excluded are national forests, state parks, airports, landfills, oceans, harbors, tidal bays and military installations (Exhibit A-1). The contribution of the COUNTY shall be calculated from unincorporated areas and their respective populations.

Share in percent for City #1 = $\{(X_1/X_{tot}) + (Y_1/Y_{tot})\}/2 \times (90)$

X = area

Y = population

tot = total population or area

90 = total percentage excluding Flood Control District contribution

The percentage share shall be calculated by the COUNTY Public Facilities and Resources Department Environmental Resources Section from population and area data. These calculations shall be completed by January 1 of each year and shall be included in the annual budget proposal. The annual budget proposal shall be recomputed for the thirty-six PERMITTEES based on the following percentage share computation methods:

A. Countywide costs as provided in Exhibit B-1.

B. Regional costs specific to only one RWQCB permit as provided in Exhibits B-2A and B-2B.

C. In the event of a regulatory directive issued to PERMITTEES, the COUNTY shall provide immediate notice to the affected PERMITTEES and meet and confer with them with respect to responding to the directive and funding the immediate response.

Amended calculations and computation method for fiscal year 2002-03 are provided in Exhibits B-1, B-2A and B-2B, which are made a part hereof.

If at any time during a given fiscal year the program costs exceed the sum of the deposits, the COUNTY shall submit invoices to the CITIES to recover the deficit, following the approval process described in Section III.A.1.b. above. The share for each city shall be prorated according to the formula above. Each city shall pay the invoice within 45 days of the billing date.

The COUNTY shall prepare a fiscal year end accounting within 60 days of the end of the fiscal year. If the fiscal year end accounting results in costs (net of interest earnings) exceeding the sum of the deposits, the

COUNTY shall invoice each city for its prorated share of the excess cost. Each city shall pay the billing within 45 days of the date of the invoice. If the fiscal year end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits will carry forward to reduce the billings for the following year.

The COUNTY shall invoice each city for its annual deposit at the beginning (July 1) of each fiscal year. Each city shall pay the deposit within 45 days of the date of the invoice. Each city's deposit shall be based on their prorated share of the approved annual budget, reduced for any surplus identified in the prior fiscal year end accounting.

Interest earned on the CITIES' deposits will not be paid to the CITIES, but will be credited against the CITIES' share of the program costs.

Upon termination of the program a final accounting shall be performed by the COUNTY. If costs (net of interest earnings) exceed the sum of the deposits, the COUNTY shall invoice each city for its prorated share of the excess. Each city shall pay the invoice within 45 days of the date of the invoice. If the sum of the deposits exceeds the costs, the COUNTY shall reimburse to each city its prorated share of the excess, within 45 days of the final accounting. Interest earnings are used to offset the CITIES' share of program costs and will not be refunded to the CITIES.

Each city and the COUNTY shall bear the financial responsibility for implementing the Program, within its jurisdictional boundaries, as outlined in Section III. C. and D.

V. LIFE OF THE AGREEMENT

The life of the AGREEMENT shall be indefinite or as long as the WQA mandates compliance.

VI. ADDITIONAL PARTIES

Any city which becomes signatory to this AGREEMENT after the applications for the initial NPDES stormwater permits have been approved and any city which becomes incorporated shall become a PERMITTEE on the NPDES stormwater permit issued by its respective RWQCB and shall comply with all of the provisions of this AGREEMENT. The date of initiation, for determining participant costs for newly incorporated CITIES shall be the date of incorporation, and for a city signing after NPDES stormwater permit approval it shall be the date of the initial application for the NPDES Stormwater permit. The costs for adding the additional parties to the program, including additional permit and processing fees, shall be paid by the added party. Monies to be reimbursed to the existing PERMITTEES shall be credited to their respective annual program operating fees for the following budget year.

VII. WITHDRAWAL FROM THE AGREEMENT

A participant may withdraw from the AGREEMENT 60 days subsequent to written notice to the COUNTY. The COUNTY will notify the remaining PERMITTEES within 10 business days of receipt of the withdrawal notice. The withdrawing participant shall agree to file for a separate permit and to comply with all of the requirements established by the RWQCB(s). In addition, withdrawal shall constitute forfeiture of the withdrawing participant's deposit for the budget year of withdrawal. The withdrawing participant shall be responsible for all lawfully assessed penalties as a

consequence of withdrawal. The cost allocations to the remaining members will be recalculated in the following budget year.

VIII. NON-COMPLIANCE WITH PERMIT REQUIREMENTS

Any PERMITTEE found in non-compliance with the conditions of the permit within their jurisdictional responsibilities shall be solely liable for any lawfully assessed penalties, pursuant to Section 13385 of the Water Code and the Federal Clean Water Act. Common penalties shall be calculated according to the formula outlined in Section IV.

IX. LEGAL ACTION/ COSTS/ ATTORNEY FEES

Where any legal action is necessary to enforce any provision hereof for damages by reason of an alleged breach of any provisions of this AGREEMENT, the prevailing party shall be entitled to receive from the losing party all litigation and collection expenses, administrative costs, witness fees and court costs including reasonable attorneys fees.

X. AMENDMENTS TO THE AGREEMENT

This AGREEMENT may be amended by consent of a majority of the PERMITTEES which represent a majority of the percentage contributions as described in Section IV. The COUNTY and the DISTRICT will represent one voting PERMITTEE with a percentage contribution equal to the sum of the individual contributions of the COUNTY and DISTRICT as described in Section IV. No amendment to this AGREEMENT shall be effective unless it is in writing and signed by the duly authorized representatives of the majority of PERMITTEES.

XI. AUTHORIZED SIGNATORIES

The County Director of the Public Facilities and Resources Department and the respective City Managers, shall be authorized to execute the application(s) for NPDES municipal stormwater permit(s) and take all other

procedural steps necessary to file the application(s) for NPDES municipal stormwater permit(s).

XII. NOTICES

All notices shall be deemed duly given if delivered by hand; or three (3) days after deposit in the U.S. Mail, postage prepaid.

XIII. GOVERNING LAW

This AGREEMENT will be governed and construed in accordance with laws of the State of California. If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not any way be affected or impaired hereby.

XIV. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PERMITTEE to have waived or consented. Any consent by any PERMITTEE to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XV. APPLICABILITY OF PRIOR AGREEMENTS

This document restates and amends the provisions in prior agreements and constitutes the entire AGREEMENT between the PERMITTEES with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

XVI. EXECUTION OF THE AGREEMENT.

This AGREEMENT may be executed in counterparts and the signed counterparts shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates opposite their respective signatures:

ORANGE COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

By Cynthia P. Coad
Chairman of the Board of Supervisors

COUNTY OF ORANGE
A body corporate and politic

Date: 06-25-02

By Cynthia P. Coad
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Date: 06-25-02

By Robin Stieler for
DARLENE J. BLOOM 6/25/02 106
Clerk of the Board of Supervisors of
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By
Geoffrey K. Hunt, Deputy

Date: 6/12/02

///

///

///

CITY OF ALISO VIEJO

Date: October 25, 2002

By: Carmen J. Vali-Cave
Mayor

ATTEST:

Debra A. Lee
City Clerk

APPROVED AS TO FORM:

City Attorney

Agreement D02-043

CITY OF ANAHEIM

Date: 6-18-02, 2002

By: Tom Daly
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
JACK L. WHITE, CITY ATTORNEY

By: ALISON M. KOTT, DEPUTY CITY ATTORNEY

CITY OF BREA

Date: 6/19/02, 2002

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Agreement D02-048

CITY OF BUENA PARK

Date: June 25, 2002

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF COSTA MESA

Date: June 18, 2002

By: Linda W. Dixon
Mayor

ATTEST:

Kitty Delaney Actg
City Clerk

DEPUTY

APPROVED AS TO FORM:

Linda Nguyen, DCA
for City Attorney

CITY OF CYPRESS

Date: July 10, 2002

By: Lydia Swedo
Mayor

ATTEST:

Jill R. Ingram-Guertin
City Clerk

APPROVED AS TO FORM:

W. Wyle
City Attorney

CITY OF FOUNTAIN VALLEY

Date: June 4, 2002

By: Lauraann Cook
Mayor

ATTEST:

Jane Irvin
City Clerk - Deputy

APPROVED AS TO FORM:

Alan L. James
City Attorney

CITY OF FULLERTON

Date: June 19, 2002

By: Don Bankhead
Mayor

ATTEST:

Audrey K. Cotton
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

APPROVED AS TO CONTENT:

Robert Ledoux
Director of Engineering

CITY OF GARDEN GROVE

Date: June 24, 2002

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF HUNTINGTON BEACH

Date: June 21, 2002

By: Dellie Cook
Mayor

ATTEST:

Connie Brockway 6/24/02
City Clerk

APPROVED AS TO FORM:

P.L. Dan 6-7-02
City Attorney
6-6-02

Agreement D02-048

CITY OF IRVINE

Date: June 27 2002 2002

By: Larry Agran
Mayor

ATTEST:

Deputy
City Clerk

APPROVED AS TO FORM:

City Attorney

Agreement D02-048

CITY OF LA HABRA

Date: 6-17, 2002

By: _____
Mayor Pro Tem

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LA PALMA

Date: 7/8, 2002

By: Paul Walker
Mayor

ATTEST:

Yvonne Jakoyama
City Clerk
Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF LAGUNA BEACH

Date: 7/16, 2002

By: _____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAGUNA BEACH INCORPORATED JUNE 29, 1927 ORANGE COUNTY, CALIFORNIA

5-31-02 Final

CITY OF LAGUNA HILLS

Date: June 11, 2002

By: _____
Mayor R. Craig Scott

ATTEST:

_____
City Clerk Mary A. Carlson

APPROVED AS TO FORM:

_____
City Attorney Lois E. Jeffrey

CITY OF LAGUNA NIGUEL

Date: June 24, 2002

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

6/20/02

Agreement D02-048

CITY OF LAGUNA WOODS

Date: 6-20 02, 2002

By: Jan McLaughlin
Mayor

ATTEST:

Susan M Condon
City Clerk

APPROVED AS TO FORM:

City Attorney

Agreement D02-048

CITY OF LAKE FOREST

Date: _____, 2002

By: _____
Richard T. Dixon, Mayor

ATTEST:

_____
Sherry A.F. Wentz, City Clerk

APPROVED AS TO FORM:

_____
Thomas W. Allen, City Attorney

Agreement D02-048

CITY OF LOS ALAMITOS

Date: June 24, 2002

By: _____
Mayor Ronald Bates

ATTEST:

_____
City Clerk C. DeCordova

APPROVED AS TO FORM:

_____
City Attorney Fred Galante

CITY OF MISSION VIEJO

Date: 7-2-02, 2002

By: Susan Withrow
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Agreement D02-048

CITY OF NEWPORT BEACH

Date: 6/25, 2002

By: Tod W. Ridgeway
Mayor

ATTEST:

LaVonne M. Harkless
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF ORANGE

Date: _____, 2002

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Agreement D02-048

CITY OF PLACENTIA

Date: June 18, 2002

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Agreement D02-048

CITY OF RANCHO SANTA MARGARITA

Date: June 20, 2002

By: _____
Mayor James M. Thor

ATTEST:

_____
City Clerk Debbie Zaun

APPROVED AS TO FORM:

_____
City Attorney John E. Cavanaugh

Agreement D02-048

CITY OF SAN CLEMENTE

Date: JUNE 19, 2002

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SAN JUAN CAPISTRANO

Date: 6-18, 2002

By: Diane Bathgate
Mayor Diane Bathgate

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Agreement D02-048

CITY OF SANTA ANA

Date: July 1, 2002

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____ for
City Attorney

Agreement D02-043

CITY OF SEAL BEACH

Date: June 24, 2002

By: John H. Larson
Mayor

ATTEST:

Joanna M. Luna
City Clerk

APPROVED AS TO FORM:

City Attorney

Agreement D02-048

CITY OF STANTON

Date: June 25, 2002

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Agreement D02-048

CITY OF TUSTIN

Date: 7-1-02, 2002

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF VILLA PARK

Date: June 27, 2002

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Agreement D02-048

CITY OF WESTMINSTER

Date: June 24, 2002

By: Marjie L. Rice
Mayor

ATTEST:

Marian Contreras
City Clerk

APPROVED AS TO FORM:

City Attorney

Agreement D02-048

CITY OF YORBA LINDA

By: _____
Mayor Allen Castellano

Date: June 18, 2002

APPROVED AS TO FORM:

ATTEST:

_____
City Clerk

_____
City Attorney
Best, Best & Krieger, LLP

EXHIBIT A - 1

LAND AREA DEDUCTED FROM JURISDICTIONS

Landfills	Area sq miles	Jurisdiction
Olinda	0.89	County
Santiago	0.25	County
Prima Descheca	2.34	County
Bee Canyon	1.13	County
Coyote Canyon	1.09	County
State Parks		
Alamitos State Beach	0.002	Seal Beach
Bolsa Chica State Beach	0.27	Huntington Beach
Chino Hills State Park	4.09	County
Corona Del Mar State Beach	0.05	Newport Beach
Crystal Cove State Park	6.30	County
Doheney State Beach	0.40	Dana Point
Huntington State Beach	0.20	Huntington Beach
San Clemente State Beach	0.18	San Clemente
Airports		
Fullerton	0.11	Fullerton
John Wayne	0.78	County
Military facilities		
MCAS Tustin	2.40	Tustin
MCAS El Toro	6.25	County
Los Alamitos Armed Svs. Center	2.07	Los Alamitos
Seal Beach Weapons Station	2.17	Seal Beach
National Forests		
Cleveland National Forest	86.75	County

EXHIBIT B - 1
Cost Sharing For Region Specific Elements
NPDES Permittee Shares of Revenue
Fiscal Year 2002/2003

Permittee	Population *	Area (sq. mi.) **	Weighted Average Share of Revenue (%)	Budget Share FY 2002-2003
Aliso Viejo***	40,166	7.15	1.168548686	$70,114
Anaheim	336,300	49.761	9.005630974	$540,344
Brea	36,100	10.954	1.399038534	$83,943
Buena Park	80,100	10.064	2.007224432	$120,435
Costa Mesa	110,900	15.480	2.898146677	$173,891
Cypress	47,150	6.925	1.258634332	$75,519
Dana Point	35,800	6.440	1.046705013	$62,803
Fountain Valley	55,900	9.553	1.595652357	$95,740
Fullerton	129,200	22.536	3.723143526	$223,391
Garden Grove	169,200	17.900	3.981247954	$238,877
Huntington Beach	193,700	27.283	5.080656025	$304,855
Irvine	150,100	46.148	5.863460245	$351,811
La Habra	60,800	7.313	1.498466857	$89,909
La Palma	15,700	2.014	0.396615551	$23,797
Laguna Beach	24,150	7.820	0.973824935	$58,430
Laguna Hills	33,900	6.626	1.031809811	$61,909
Laguna Niguel	63,200	15.003	2.127750971	$127,666
Laguna Woods***	16,750	3.050	0.492569562	$29,554
Lake Forest	76,700	16.795	2.473428382	$148,407
Los Alamitos	11,750	4.256	0.508566627	$30,514
Mission Viejo	96,600	17.427	2.828184924	$169,693
Newport Beach	72,000	27.740	3.244247595	$194,657
Orange	132,800	23.329	3.839599305	$230,378
Placentia	47,600	6.606	1.240962586	$74,460
Rancho Santa Margarita***	48,350	13.080	1.751218729	$105,074
San Clemente	52,500	17.697	2.170701556	$130,243
San Juan Capistrano	34,600	14.054	1.614764803	$96,887
Santa Ana	348,100	27.349	7.460695499	$447,646
Seal Beach	24,500	10.660	1.197977061	$71,879
Stanton	38,300	3.131	0.830259739	$49,816
Tustin	69,200	10.992	1.911061605	$114,665
Villa Park	6,125	2.088	0.255047196	$15,303
Westminster	89,900	10.190	2.167659672	$130,061
Yorba Linda	60,000	19.918	2.45714216	$147,430
County of Orange	117,634	86.846	8.499136117	$509,953
OCFCD	0	0.000	10	$600,006
TOTALS	**2,925,775**	**584.178**	**100.00000**	**$6,000,063**

* Source: State of California, Department of Finance, *E-1 City/County Population Estimates with Annual Percent Change January 1, 2000 and 2001*, Sacramento, California, May 2001.

** Source: Public Facilities and Resources Department - Geomatics. Area was calculated in miles using the dry land area figures and subtracting areas in each jurisdiction for national forests, state parks, airports, landfills and military installations as determined in the NPDES Implementation Agreement.

*** Source: County of Orange will cover the program costs until the cities are added onto the Implementation Agreement.

EXHIBIT B - 2A
Santa Ana Region Water Quality Monitoring Element Cost Sharing
NPDES Permittee Shares of Revenue
Fiscal Year 2002/2003

Permittee	Population *	Area (sq. mi.) **	Weighted Average Share of Revenue (%)	Budget Share FY 2002-2003
Anaheim	336,300	49.761	11.50900704	$81,714
Brea	36,100	10.954	1.825103021	$12,958
Buena Park	80,100	10.064	2.553351287	$18,129
Costa Mesa	110,900	15.480	3.69761647	$26,253
Cypress	47,150	6.925	1.608166546	$11,418
Fountain Valley	55,900	9.553	2.047696569	$14,539
Fullerton	129,200	22.536	4.780735697	$33,943
Garden Grove	169,200	17.900	5.040702925	$35,789
Huntington Beach	193,700	27.283	6.484102882	$46,037
Irvine	150,100	46.148	7.651879999	$54,328
La Habra	60,800	7.313	1.903863349	$13,517
La Palma	15,700	2.014	0.504819924	$3,584
Laguna Hills (17.77% in SAR)	6,024	1.177	0.236215028	$1,677
Laguna Woods*** (51.97% in SAR)	8,705	1.585	0.329114592	$2,337
Lake Forest (68.68% in SAR)	52,678	11.535	2.195733065	$15,590
Los Alamitos	11,750	4.256	0.666605749	$4,733
Newport Beach	72,000	27.740	4.259213593	$30,240
Orange	132,800	23.329	4.931287387	$35,012
Placentia	47,600	6.606	1.583054937	$11,240
Santa Ana	348,100	27.349	9.374656128	$66,560
Seal Beach	24,500	10.660	1.577568779	$11,201
Stanton	38,300	3.131	1.044262359	$7,414
Tustin	69,200	10.992	2.447280658	$17,376
Villa Park	6,125	2.088	0.333769321	$2,370
Westminster	89,900	10.190	2.749617183	$19,522
Yorba Linda	60,000	19.918	3.213274703	$22,814
County of Orange (48.15% in SAR)	56,641	41.816	5.451300812	$38,704
OCFCD	0	0.000	10	$71,000
TOTALS	**2,409,472**	**428.304**	**100.00000**	**$710,000**

* Source: State of California, Department of Finance, *E-1 City/County Population Estimates with Annual Percent Change, January 1, 2000 and 2001*, Sacramento, California, May 2001.

** Source: Public Facilities and Resources Department - Geomatics. Area was calculated in miles using the dry land area figures and subtracting areas in each jurisdiction for national forests, state parks, airports, landfills and military installations as determined in the NPDES stormwater Implementation Agreement.

*** Source: County of Orange will cover the program costs until the cities are added onto the Implementation Agreement.

EXHIBIT B - 2B
San Diego Region Water Quality Monitoring Element Costs Sharing
NPDES Permittee Shares of Revenue
Fiscal Year 2002/2003

Permittee	Population *	Area (sq. mi.) **	Weighted Average Share of Revenue (%)	Budget Share FY 2002-2003
Aliso Viejo***	40,166	7.15	5.564958394	$70,675
Dana Point	35,800	6.440	4.979452958	$63,239
Laguna Beach	24,150	7.820	4.362458062	$55,403
Laguna Hills (82.23% in SDR)	27,876	5.449	4.002585974	$50,833
Laguna Niguel	63,200	15.003	9.839674834	$124,964
Laguna Woods*** (48.03% in SDR)	8,045	1.465	1.12410208	$14,276
Lake Forest (31.32% in SDR)	24,022	5.260	3.612339217	$45,877
Mission Viejo	96,600	17.427	13.45055257	$170,822
Rancho Santa Margarita***	48,350	13.080	7.990217078	$101,476
San Clemente	52,500	17.697	9.684824286	$122,997
San Juan Capistrano	34,600	14.054	7.072980193	$89,827
County of Orange (51.85% in SDR)	60,993	45.030	18.31585436	$232,611
OCFCD	0	0.000	10	$127,000
TOTALS	**516,303**	**155.874**	**100**	**$1,270,000**

* Source: State of California, Department of Finance, *E-1 City/County Population Estimates with Annual Percent Change, January 1, 2000 and 2001*, Sacramento, California, May 2001.

** Source: Public Facilities and Resources Department - Geomatics. Area was calculated in miles using the dry land area figures and subtracting areas in each jurisdiction for national forests, state parks, airports, landfills and military installations as determined in the NPDES stormwater Implementation Agreement.

*** Source: County of Orange will cover the program costs until the cities are added onto the Implementation Agreement.

March 24, 2026
CONSENT CALENDAR
Item No. 4I.

City Council Agenda Report

APPROVE A BUDGET ALLOCATION FOR THE NEIGHBORHOOD ACTION DAY PILOT PROGRAM

PREPARED BY	PRESENTED BY
Jessica Fewer, Senior Management Analyst	Jessica Fewer, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/Human Resources Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a budget allocation in the amount of $15,000 from the undesignated General Fund balance for this purpose.

PREVIOUS CITY COUNCIL ACTION

On March 10, 2026, the City Council directed staff to move forward with the Neighborhood Action Day Pilot Program, providing two to three neighborhood clean up days during 2026.

DISCUSSION

At the study session on March 10, 2026, the City Council discussed a new City program entitled, the Neighborhood Action Day Pilot Program. The pilot program will target two to three different neighborhood locations for a beautification project before the end of the calendar year. These locations will be geographically diverse with no district hosting more than one project. Similar to the annual Love Buena Park event, projects will be achievable during a three- to five-hour effort and be basic tasks that any resident can participate in. Sample projects include smaller maintenance/upgrade projects such as tree planting, litter clean up/disposal, parkway landscape maintenance or improvements, smaller paint-over graffiti removal, painting of faded fire hydrants or other fixtures, painting curb addresses or red curbs, or other visible beautification projects in that area. The projects do not need to be on public property but must be visible from the street. None of the aspects of the project will require additional, ongoing City maintenance. Following discussion by the City Council, the proposed program was approved.

As this is a new, proposed program, there is no existing budget. Staff recommends a budget allocation in the amount of $15,000 from the undesignated General Fund balance for this purpose.

BUDGET IMPACT

A budget allocation in the amount of $15,000 is required from the undesignated General Fund balance to fund this program.

March 24, 2026
NEW BUSINESS
Item No. 5A.

City Council Agenda Report

RESOLUTION ADOPTING SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH GOLDEN COAST CONSTRUCTION FOR THE 25-26 ANNUAL WHEELCHAIR RAMP PROGRAM 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) Adopt a resolution approving the specifications for the 25-26 Annual Wheelchair Ramp Program Project; 2) Award a contract to Golden Coast Construction in the amount of $79,966.53; 3) Authorize contingency funds in the amount of $12,033.47 in the same purchase order; 4) Authorize construction engineering in the amount of $8,000; 5) Authorize the City Manager and City Clerk 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

The 25-26 Annual Wheelchair Ramp Program Project will address accessibility issues for existing concrete ramps through the City. All work shall be in compliance with the requirements of the American with Disabilities Act. There will be 22 wheelchair ramps at 8 locations where improvements will be constructed. These locations include various intersections along Beach Boulevard, Stanton Avenue, the intersection of Western Avenue and Ninth Street, and the intersection of Holder Street and Ball Road. The scope of work will include removing non-compliant curb ramps, constructing new curb ramps, and installing detectable warning surfaces. This project will improve access for pedestrians, improve the overall quality of life for residents, and boost the reputation of the City.

The project was advertised for competitive bids on February 12, 2026. A total of eight bids were received and publicly opened on March 5, 2026. Bid amounts ranged from $79,966.53 to $122,420. The responsible bid was submitted by Golden Coast Construction of La Habra, CA., in the amount of $79,966.53. This contractor possesses the required license and has completed similar projects for other agencies such as the City of La Mirada, La Habra City School District, and Buena Park School District. Staff recommends awarding a contract to Golden Coast Construction in the amount of $79,966.53, approving construction engineering funds in the amount of $8,000, and approving contingency funds in the amount of $12,033.47. Construction is anticipated to begin in May 2026 and be completed in June 2026.

BUDGET IMPACT

Total cost for the project is in the amount of $100,000, as shown below:

Construction Contract: $79,966.53

Construction Contingency: $12,033.47

Construction Engineering: $8,000

Total Project Cost: $100,000

The project was budgeted for the 25-26 Fiscal Year as a Capital Improvement Project (CIP), and will be funded by the Gas Tax Fund (Account No. 24-9806-590021).

Attachments

Att 1 of 4 - Resolution.pdf
Att 2 of 4 - Contract - 25-26 Annual Wheelchair Ramp Program.pdf
Att 3 of 4 - Bid Results - 25-26 Annual Wheelchair Ramp.pdf
Att 4 of 4 - Bid Summary - 25-26 Annual Wheelchair Ramp.pdf
Wheelchair locatrions - 25-26 Annual Wheelchair Ramp Program.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA APPROVING SPECIFICATIONS FOR **25-26 ANNUAL WHEELCHAIR RAMP PROGRAM 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 for the construction of certain improvement(s).

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

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM 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. Vicuna, 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



CONTRACT

CONTRACT

CITY OF BUENA PARK CONTRACT FOR

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM
"Project"

Project Number: 517
Bid Number: 2026-09

This CONTRACT ("Contract") is made and entered this 24th day of March, 2026 ("Effective Date"), by and between the CITY OF BUENA PARK, a California municipal corporation ("City") and GOLDEN COAST CONSTRUCTION, a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 1074709. 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 February 12, 2026;
C. The Instructions to Bidders for the Project, dated February 12, 2026;
D. Contractor's Bid for the Project, dated March 5, 2026 (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 February 12, 2026 ("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 SEVENTY NINE THOUSAND NINE HUNDRED SIXTY SIX dollars and FIFTY THREE CENTS ($79,966.53) 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 **FIFTEEN (15) 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. Community Workforce Agreement. The City and contractor acknowledge that the project is covered by a Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions (the "CWA"). Contractor agrees to abide by the terms and conditions of the CWA.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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

Dated: _____
(City Clerk)

APPROVED AS TO FORM:

By: _____
City Attorney

_____
("CONTRACTOR")

By: _____

By: _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

Dollars ($_____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.* *DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

25-26 WHEELCHAIR RAMP PROGRAM

(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

_____

Dollars ($_____), this amount being not less than 100% of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under

this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE

WHEREAS, the City of Buena Park ("City") has required certain insurance to be provided by:

_____

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

This certificate is issued to:

City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

The insureds under such policy or policies are:

_____

Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

Policy Number	Effective Date	Expiration Date

_____

_____

_____

By: _____
Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of _____

_____

(Contractor)

are authorized to sign bills and/or receive checks.

NAME	TITLE	SIGNATURE

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: _____

(name and title)

For: _____

(Bidder)

ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Contractual Liability	□ Explosion Hazard
□ Owners/Landlords/Tenants	□ Collapse Hazard
□ Manufacturers/Contractors	□ Underground Property Damage
□ Products/Completed Operations	□ Pollution Liability
□ Broad Form Property Damage	□ Liquor Liability
□ Extended Bodily Injury	□ _____
□ Broad Form Comprehensive General Liability Endorsement	□ _____
	□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ _____*if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____
Signature of Authorized Representative *(Original signature only; no facsimile signature or initialed signature accepted)*

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

□ Any Automobiles
□ All Owned Automobiles
□ Non-owned Automobiles
□ Hired Automobiles
□ Scheduled Automobiles
□ Garage Coverage
□ Truckers Coverage
□ Motor Carrier Act
□ Bus Regulatory Reform Act
□ Public Livery Coverage
□ _____
□ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____applies to all coverage(s) except:_____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of insurance company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Buena Park
City Hall
6650 Beach Boulevard
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

□ Following Form
□ Umbrella Liability
□_____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A □ deductible or □ self-insured retention *(check one)* of $_____ _____applies to all coverage(s) except: _____ _____*(if none, so state)*. The deductible is applicable □ per claim or □ per occurrence *(check one)*.

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

I, _____*(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

_____

Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

City of Buena Park

BID RESULTS

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM

Project No. 517

Bid No. 2026-09

Bid Opening: 03/05/26- 2:00 P.M.

	Company Name		Bid Amount
1	Golden Coast Construction	$	79,966.53
2	Oppenheimer National	$	98,252.40
3	Gentry General Engineering	$	118,600.00
4	S&H Civilworks	$	105,800.00
5	TVR Construction Engineering	$	122,420.00
6	United Construction	$	116,100.00
7	Nobest Inc	$	99,050.00
8	Towo Enterprise	$	90,560.00

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM PROJECT
Project No. 517 - Bid No. 2026-09
Bid Summary
Bid Opening: March 5, 2026 - 2:00 P.M.

				Golden Coast construction		Oppenheimer National		Gentry General Engineering, Inc.		S&H Civilworks		TVR Construction Engineering LLC		United Construction		Nobest Inc		Towo Enterprise, Inc.		Engineer's Estimate		Average	
BASE BID																							
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	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	Traffic control including computerized message signs, construction information signs, and steel plates	$1,000.00	$1,000.00	$15,990.00	$15,990.00	$22,000.00	$22,000.00	$3,000.00	$3,000.00	$5,000.00	$5,000.00	$13,700.00	$13,700.00	$6,500.00	$6,500.00	$7,500.00	$7,500.00	$10,000.00	$10,000.00	$9,336.25	$9,336.25
2	1	LS	Implement best management practices (BMPs)	$393.26	$393.26	$6,150.00	$6,150.00	$3,800.00	$3,800.00	$2,000.00	$2,000.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00	$1,200.00	$1,200.00	$2,500.00	$2,500.00	$10,000.00	$10,000.00	$2,942.91	$2,942.91
3	11	EA	Install surface applied detectable warning surface (ocean blue) per Caltrans Std Plan A88A	$606.33	$6,669.63	$738.00	$8,118.00	$1,320.00	$14,520.00	$1,200.00	$13,200.00	$1,000.00	$11,000.00	$800.00	$8,800.00	$650.00	$7,150.00	$1,200.00	$13,200.00	$1,500.00	$16,500.00	$939.29	$10,332.20
4	4	EA	Install surface applied detectable warning surface (ocean blue) per Caltrans Std Plan A88A and modify as necessary to provide access to existing utility box	$3,124.71	$12,498.84	$1,107.00	$4,428.00	$1,890.00	$7,560.00	$1,500.00	$6,000.00	$1,250.00	$5,000.00	$2,000.00	$8,000.00	$650.00	$2,600.00	$1,200.00	$4,800.00	$2,000.00	$8,000.00	$1,590.21	$6,360.86
5	2,720	SF	Remove existing curb ramp and construct concrete curb ramp per Caltrans Std Plan A88A	$21.84	$59,404.80	$23.37	$63,566.40	$26.00	$70,720.00	$30.00	$81,600.00	$36.00	$97,920.00	$30.00	$81,600.00	$30.00	$81,600.00	$23.00	$62,560.00	$30.00	$81,600.00	$27.53	$74,871.40
			BID AMOUNT		**$79,966.53**		**$98,252.40**		**$118,600.00**		**$105,800.00**		**$122,420.00**		**$116,100.00**		**$99,050.00**		**$90,560.00**		**$126,100.00**		**$103,843.62**

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "GREEN BOOK"), LATEST EDITION, AND ALL SUBSEQUENT SUPPLEMENTS, CALTRANS STANDARD PLANS, LATEST EDITION, AND ALL SUBSEQUENT SUPPLEMENTS, CITY OF BUENA PARK STANDARD PLANS, LATEST REVISIONS, AND THE CONTRACT DOCUMENTS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPORT DISCREPANCIES IN THE BID DOCUMENTS AND/OR FIELD CONDITIONS IMMEDIATELY TO THE DESIGN ENGINEER FOR A RESOLUTION PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR DISCREPANCIES NOT REPORTED AND RESOLVED.

3. THE CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THE PROJECT, INCLUDING THE SAFETY OF ALL PERSONNEL AND PROPERTY, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT LIMITED TO NORMAL WORKING HOURS.

4. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF EXISTING UTILITIES, STRUCTURES, AND IMPROVEMENTS, AND SHALL TAKE ALL PRECAUTIONS TO PROTECT THEM EVEN WHEN NOT SHOWN ON THE BID DOCUMENTS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO, EXISTING UTILITIES, PAVEMENT, CURBS, GUTTERS, TRAFFIC STRIPING AND MARKERS, TRAFFIC SIGNAL DETECTOR LOOPS, STRUCTURES, SIGNS, TREES, LANDSCAPING, AND IRRIGATION LINES AS A RESULT OF THEIR OPERATIONS. THE CONTRACTOR WILL BE REQUIRED TO REPAIR OR REPLACE IN KIND TO THE SATISFACTION OF AND AS DIRECTED BY THE CITY, ENGINEER, UTILITY COMPANY, OR PROPERTY OWNER. THE CONTRACTOR SHALL REPLACE ENTIRE PANEL(S) IF SIDEWALK IS DAMAGED, SCORELINE TO SCORELINE. CONCRETE PATCH WORK IS NOT ALLOWED.

6. APPROXIMATE QUANTITIES ARE SHOWN ON THE BID DOCUMENTS AND FINAL QUANTITIES SHALL BE DETERMINED UPON COMPLETION OF CONSTRUCTION.

7. CONTRACTOR SHALL CONSTRUCT CURB RAMP PER CALTRANS STANDARD PLAN A88A. RAMP CASE SHOWN ON EXHIBITS IS FOR REFERENCE ONLY. FINAL CASE MAY VARY BASED ON FIELD CONDITIONS. CONTRACTOR SHALL ADJUST QUANTITIES, GRADES, AND GEOMETRY AS NECESSARY TO MEET ACCESSIBILITY COMPLIANCE.

CONSTRUCTION NOTES

(1) INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A

(2) INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A AND MODIFY AS NECESSARY TO PROVIDE ACCESS TO EXISTING UTILITY BOX

(3) REMOVE EXISTING AND CONSTRUCT CURB RAMP WITH CAST IN PLACE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM

GENERAL NOTES AND CONSTRUCTION NOTES

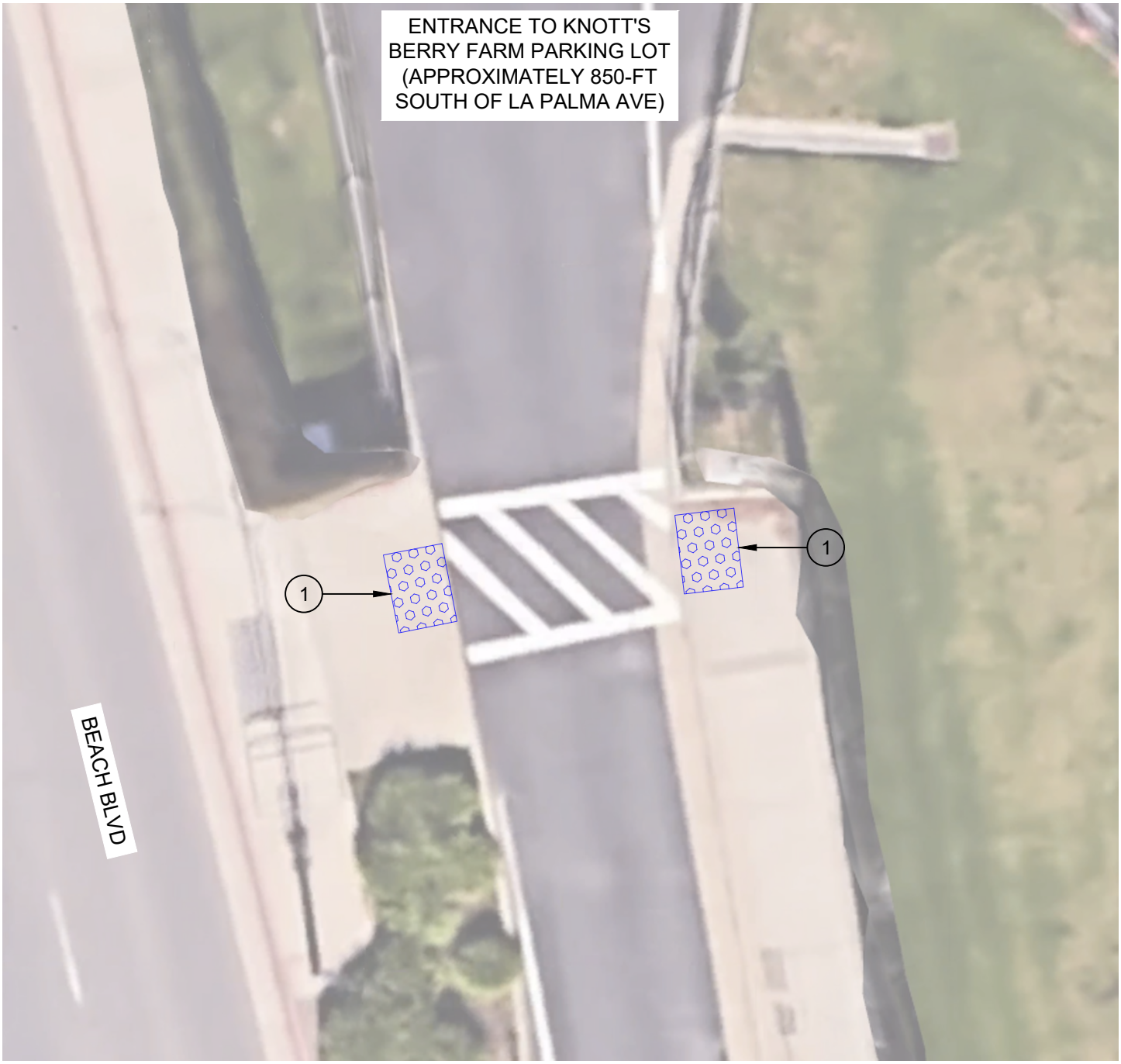
EXHIBIT NO.

1

DRAWN BY: JT

DATE: FEBRUARY 2026

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CONSTRUCTION NOTES

1. INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A

N

NOT TO SCALE

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM

CURB RAMP IMPROVEMENTS BEACH BLVD NEAR KNOTT'S BERRY FARM

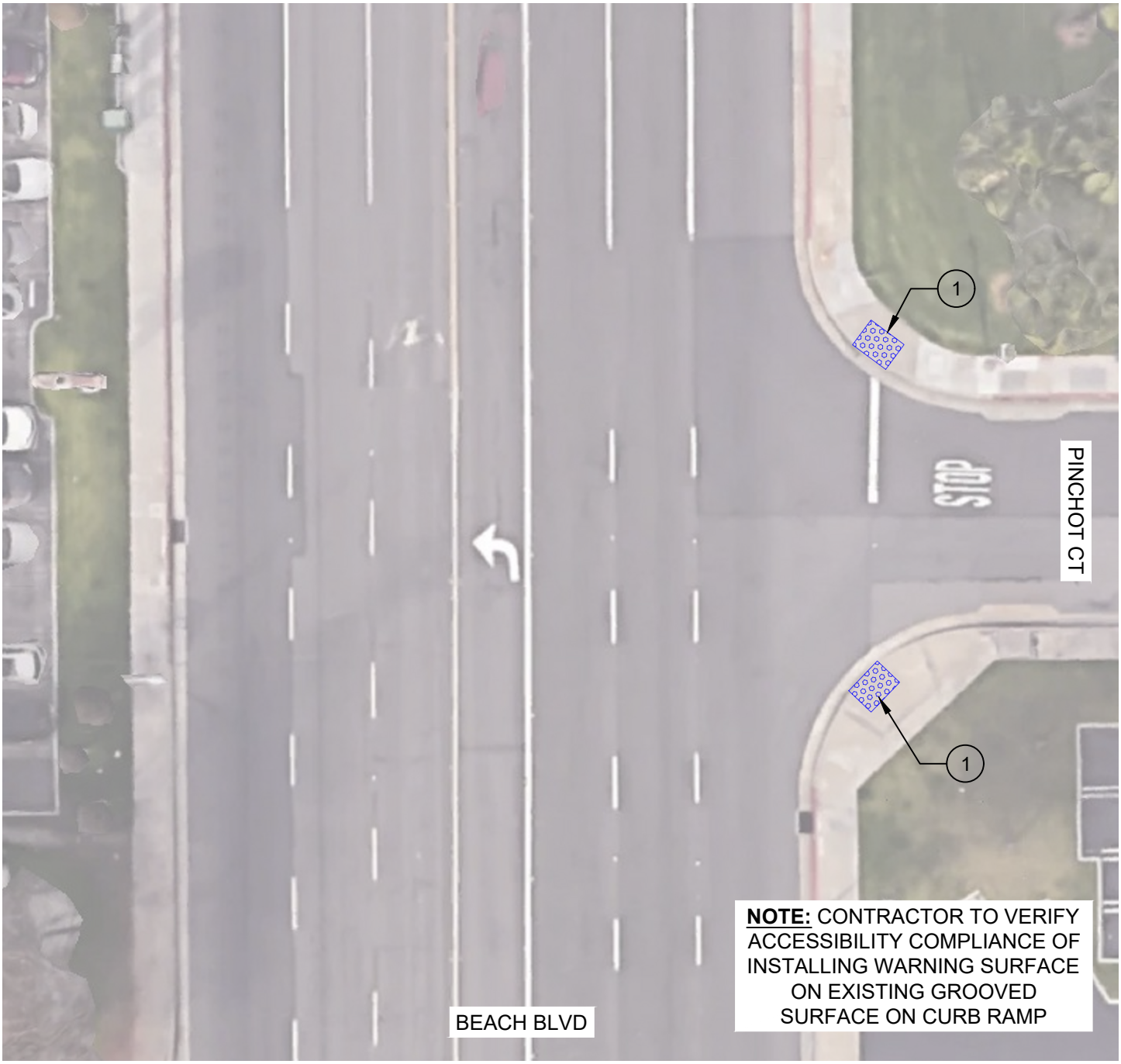
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DRAWN BY: JT

DATE: FEBRUARY 2026

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CONSTRUCTION NOTES

(1) INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A

N

NOT TO SCALE

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM

CURB RAMP IMPROVEMENTS BEACH BLVD AND PINCHOT CT

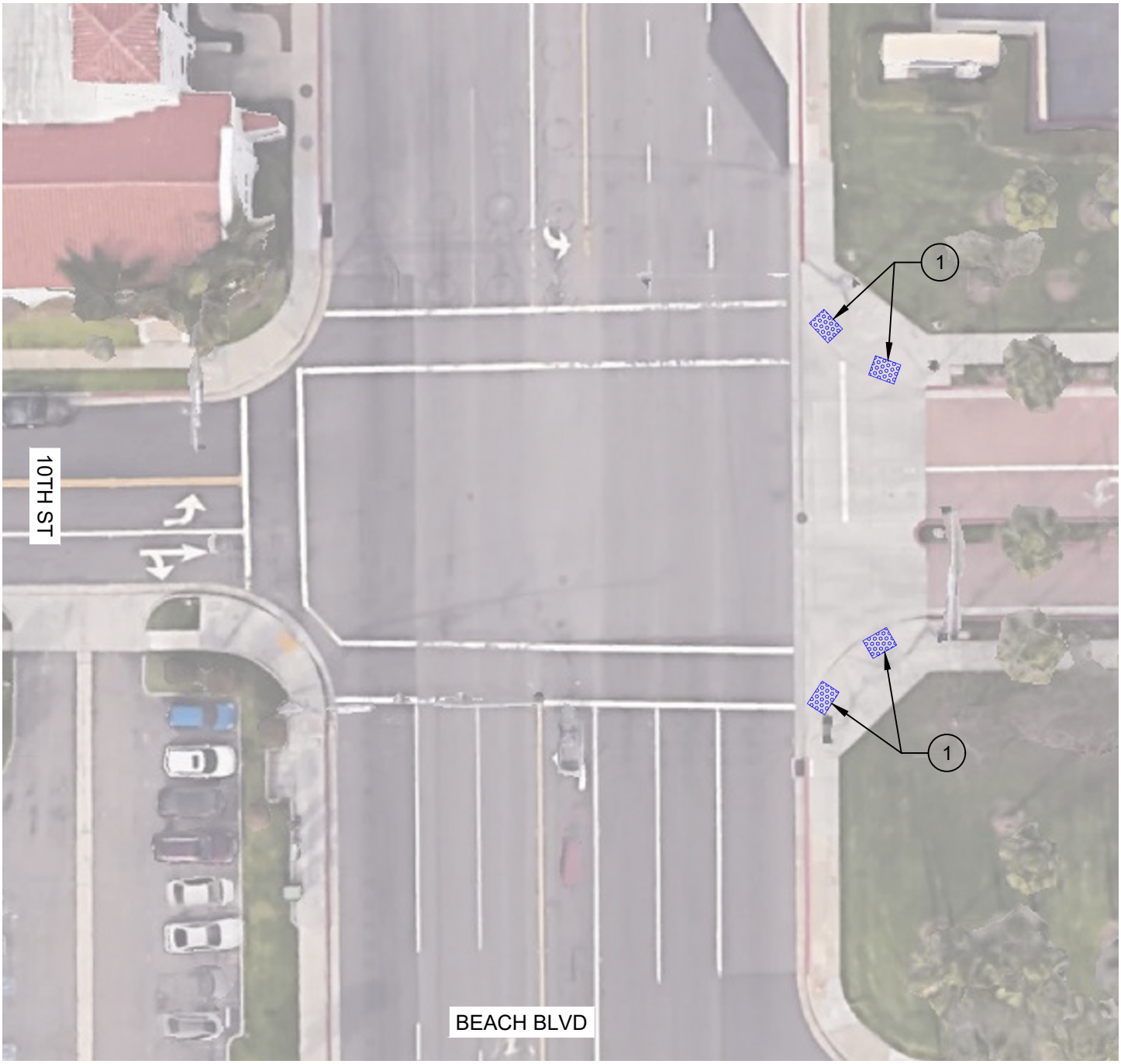
EXHIBIT NO.

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DRAWN BY: JT

DATE: FEBRUARY 2026

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CONSTRUCTION NOTES

1. INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A
3. REMOVE EXISTING AND CONSTRUCT CURB RAMP WITH CAST IN PLACE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A

N

NOT TO SCALE

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM

CURB RAMP IMPROVEMENTS BEACH BLVD AND 10TH ST

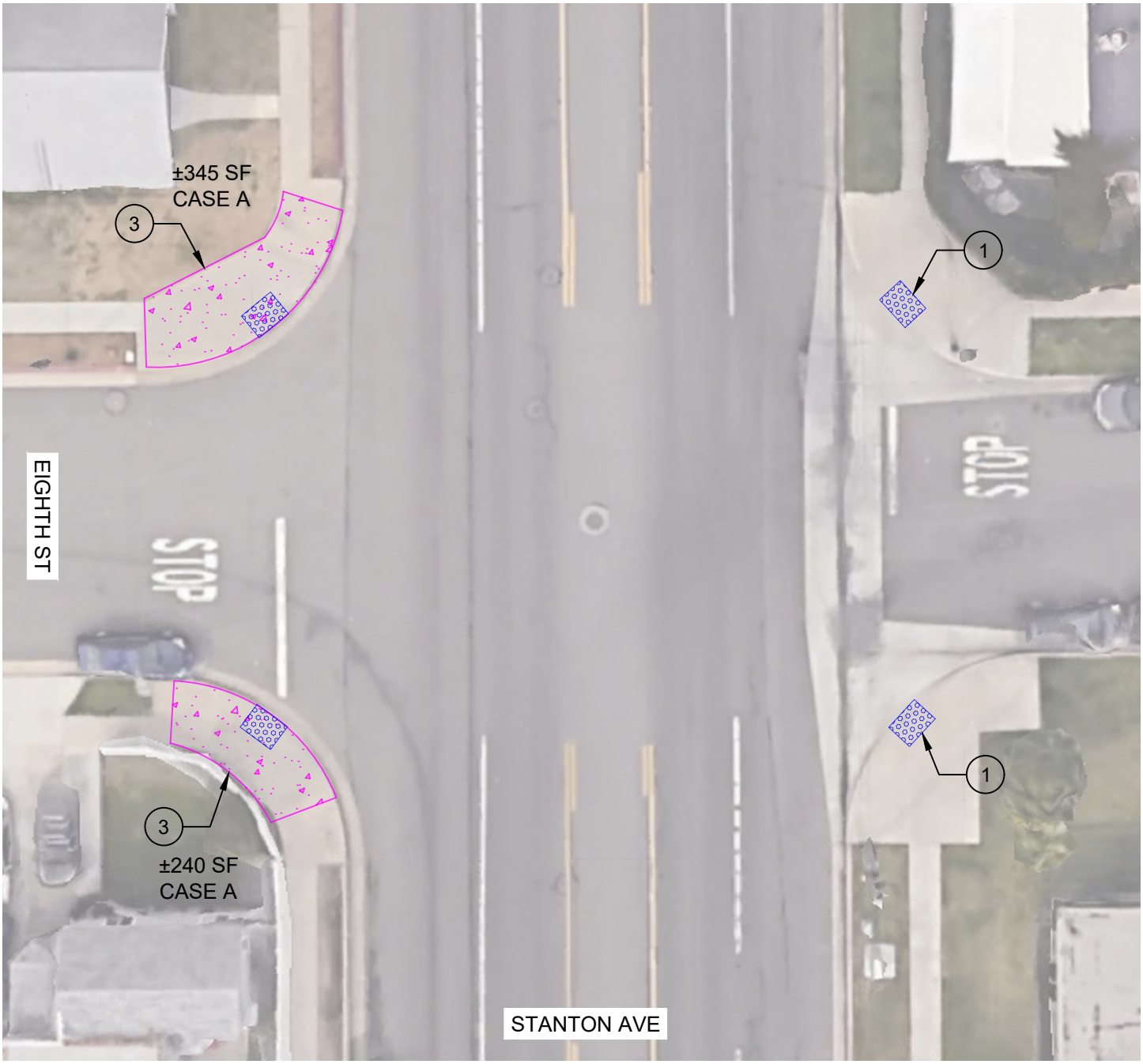
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4

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DATE: FEBRUARY 2026

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CONSTRUCTION NOTES

(1) INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A

(3) REMOVE EXISTING AND CONSTRUCT CURB RAMP WITH CAST IN PLACE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A

N

NOT TO SCALE

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM

CURB RAMP IMPROVEMENTS STANTON AVE AND EIGHTH STREET

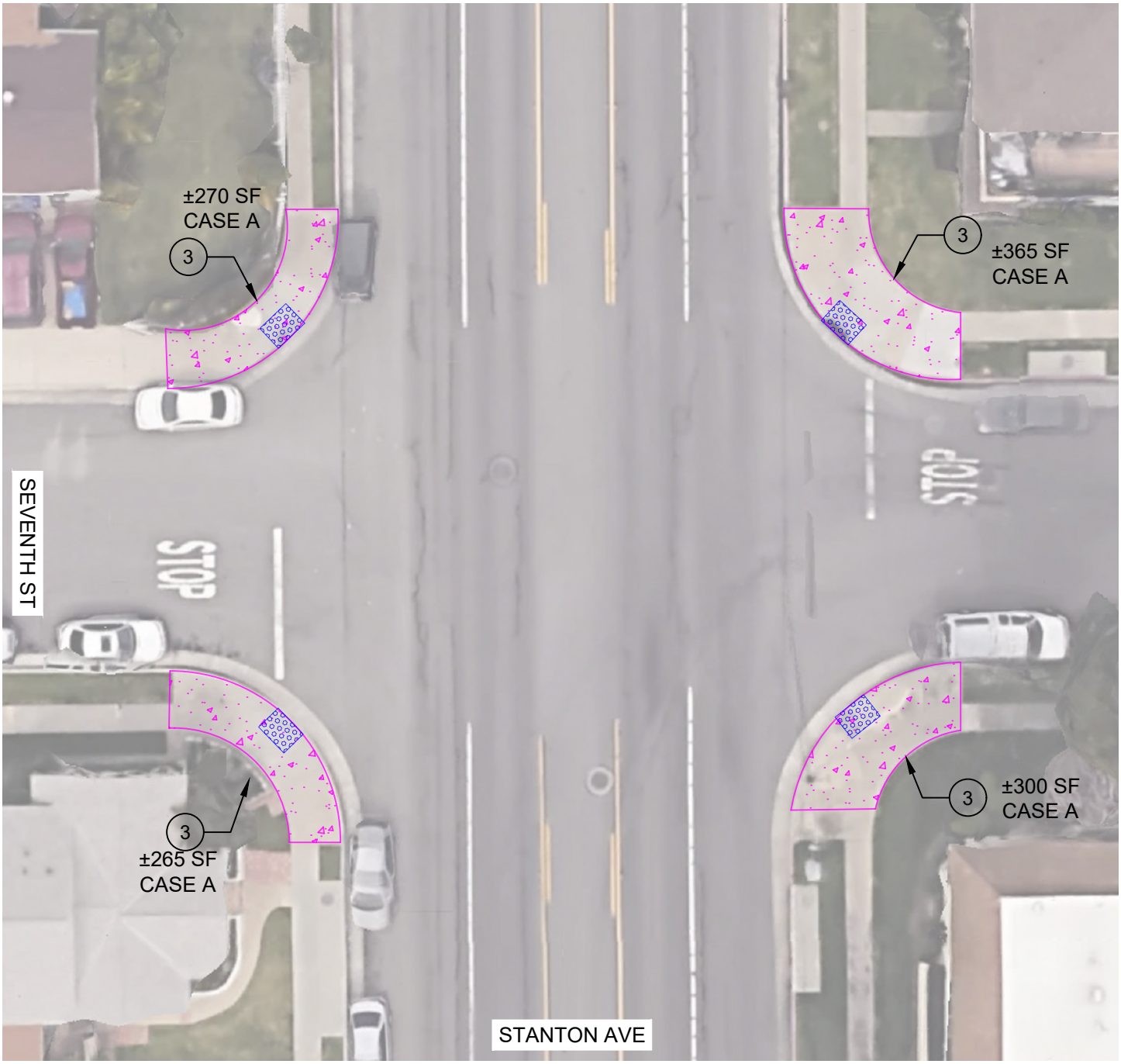
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5

DRAWN BY: JT

DATE: FEBRUARY 2026

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CONSTRUCTION NOTES

(3) REMOVE EXISTING AND CONSTRUCT CURB RAMP WITH CAST IN PLACE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A

N

NOT TO SCALE

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM

CURB RAMP IMPROVEMENTS STANTON AVE AND SEVENTH ST

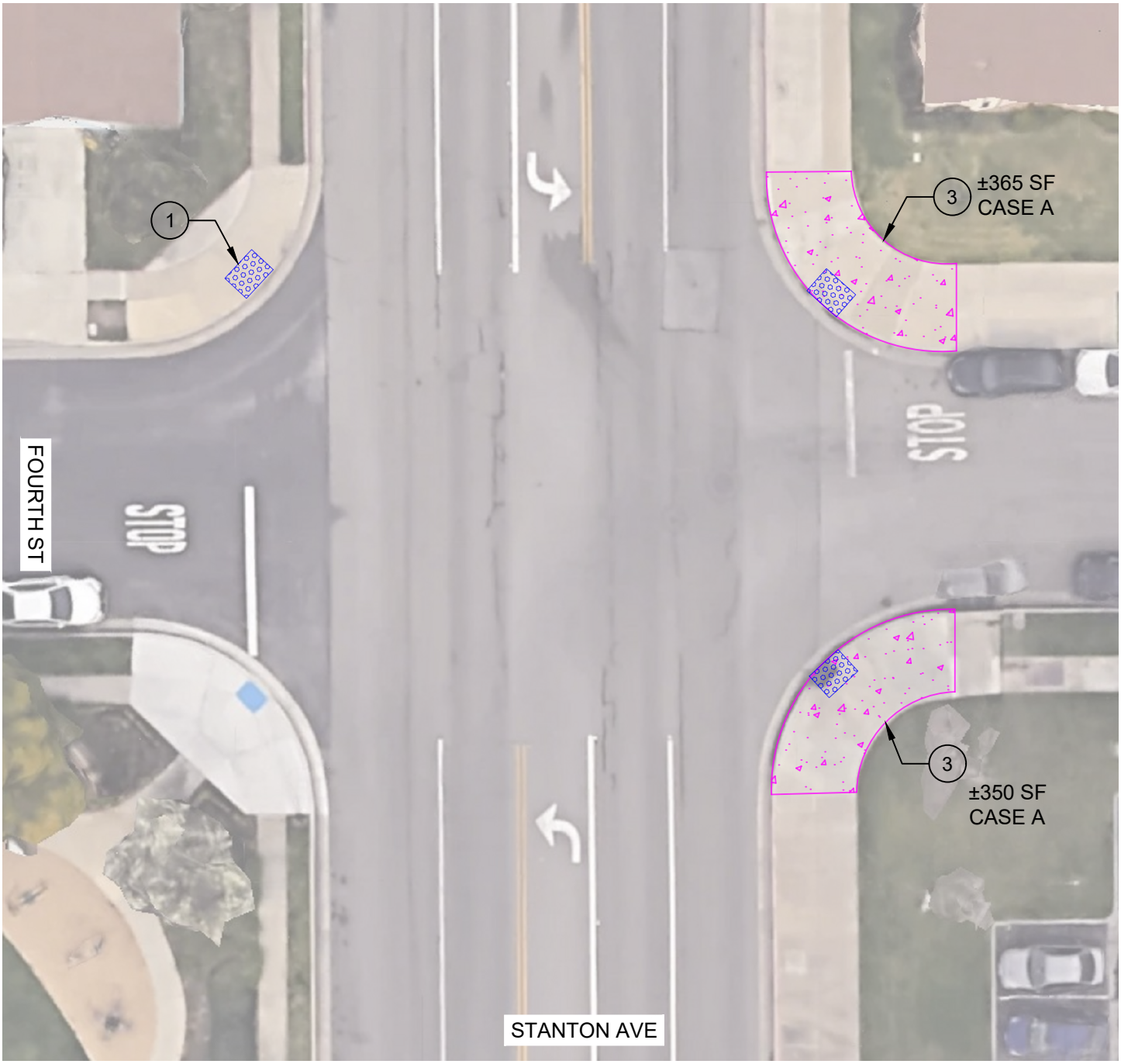
EXHIBIT NO.

6

DRAWN BY: JT

DATE: FEBRUARY 2026

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CONSTRUCTION NOTES

1. INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A
3. REMOVE EXISTING AND CONSTRUCT CURB RAMP WITH CAST IN PLACE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A

N

NOT TO SCALE

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM

CURB RAMP IMPROVEMENTS STANTON AVE AND FOURTH ST

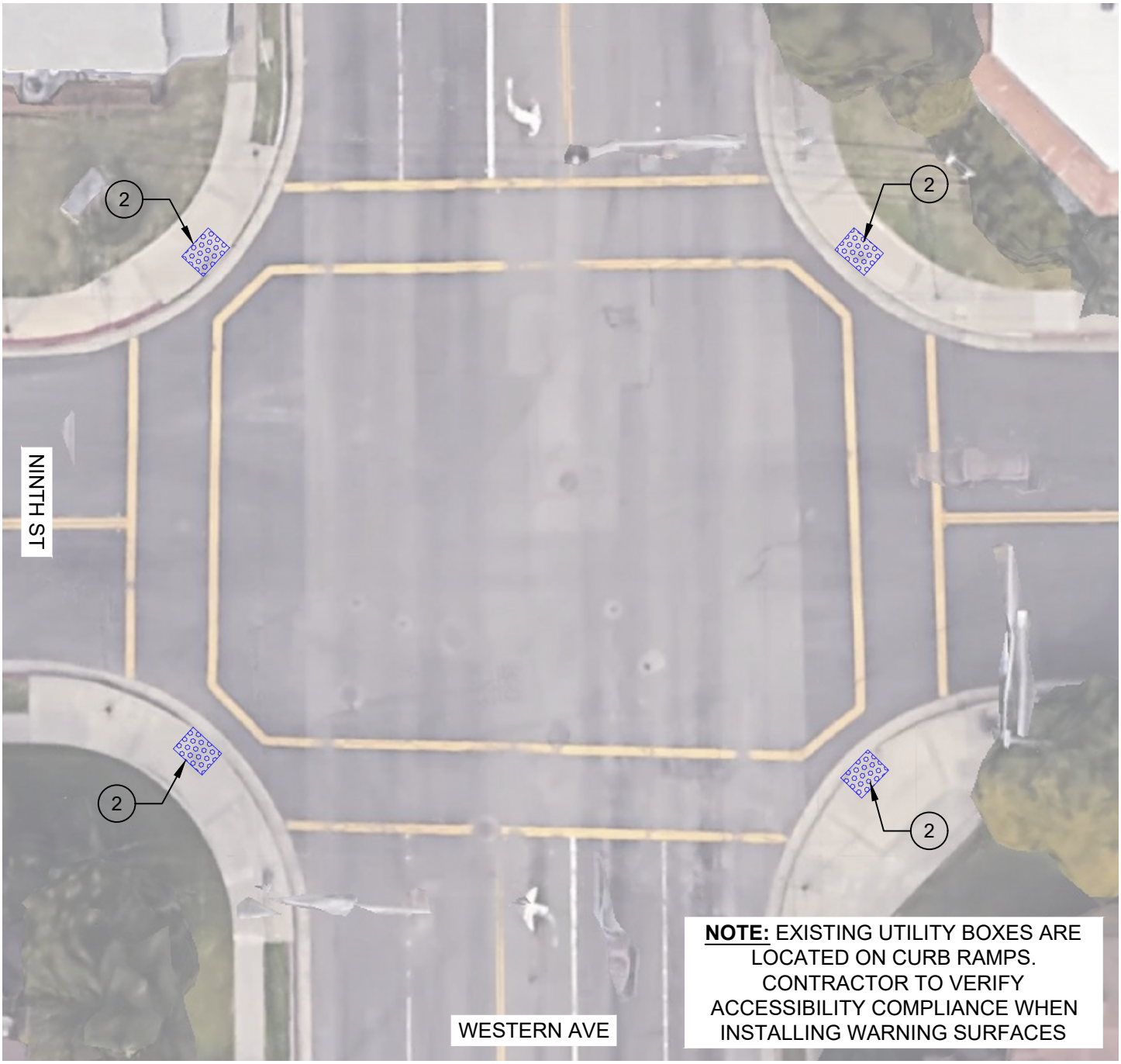
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DRAWN BY: JT

DATE: FEBRUARY 2026

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CONSTRUCTION NOTES

(2) INSTALL SURFACE APPLIED DETECTABLE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A AND MODIFY AS NECESSARY TO PROVIDE ACCESS TO EXISTING UTILITY BOX

N

NOT TO SCALE

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM

CURB RAMP IMPROVEMENTS WESTERN AVE AND NINTH ST

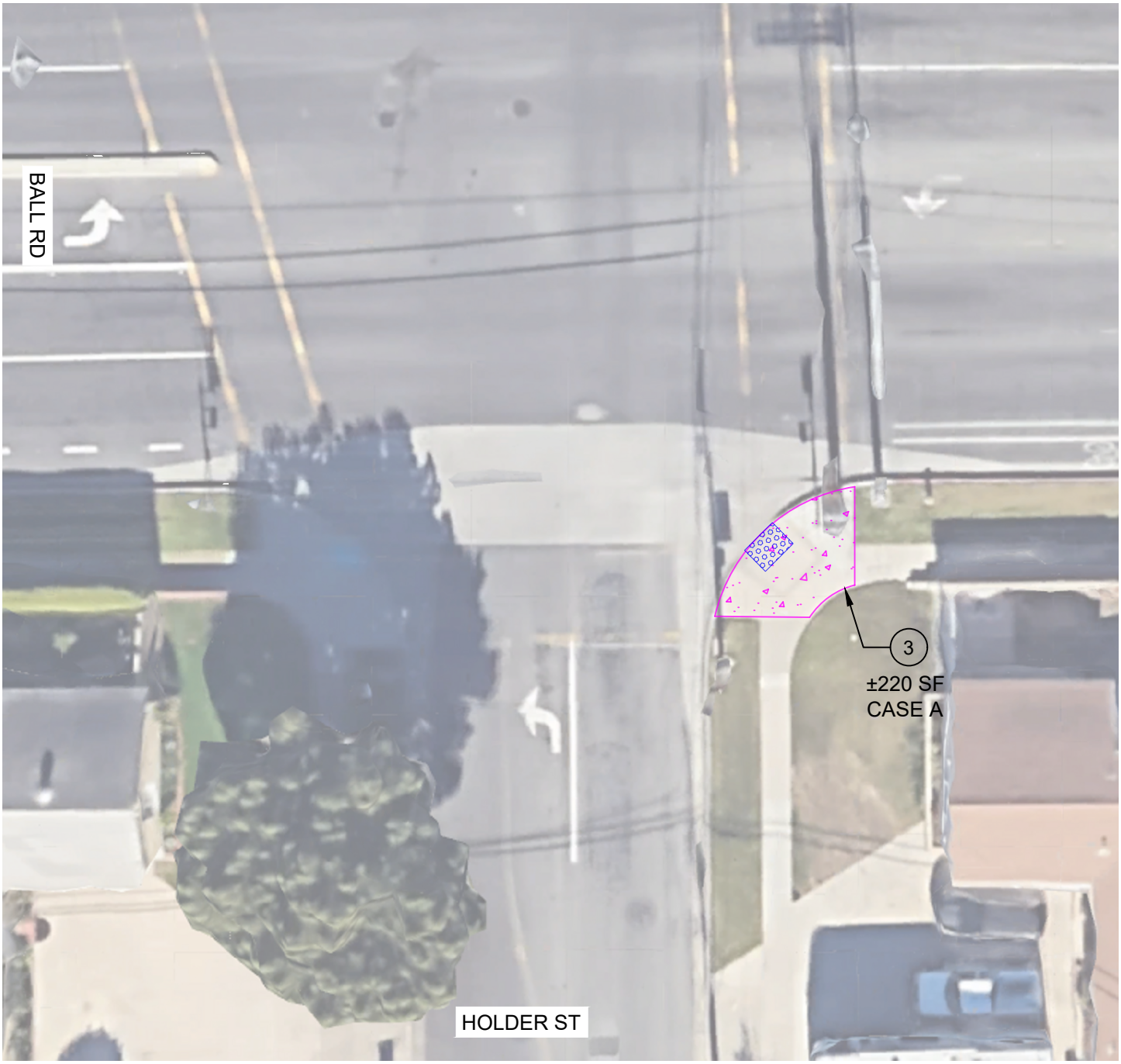
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8

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DATE: FEBRUARY 2026

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CONSTRUCTION NOTES

(3) REMOVE EXISTING AND CONSTRUCT CURB RAMP WITH CAST IN PLACE WARNING SURFACE (OCEAN BLUE) PER CALTRANS STD PLAN A88A

N

NOT TO SCALE

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

25-26 ANNUAL WHEELCHAIR RAMP PROGRAM

CURB RAMP IMPROVEMENTS BALL RD AND HOLDER ST

EXHIBIT NO.

9

DRAWN BY: JT

DATE: FEBRUARY 2026

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March 24, 2026
NEW BUSINESS
Item No. 5B.

City Council Agenda Report

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MARIPOSA LANDSCAPES, INC. FOR CITYWIDE LANDSCAPING SERVICES AND APPROVE A BUDGET AMENDMENT

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 a Professional Services Agreement with Mariposa Landscapes, Inc. ("Mariposa") for citywide landscape maintenance services from April 1, 2026, through June 30, 2029, in the approximate amount of $4,208,830; 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 $24,000 for this purpose.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

Citywide landscaping services are currently provided by Merchants Landscape Services, Inc. ("Merchants"). Merchants has provided these services to the City since 2013 with the current agreement set to expire on March 30, 2026. On January 20, 2026, the Purchasing Manager issued a formal Request for Proposals (RFP) for citywide Landscape Maintenance Services. The RFP opportunity was posted on the City's online bid portal PlanetBids and posted in the designated locations for public posting. Ten (10) proposal responses were received online via PlanetBids. The following companies submitted proposals:

- DMS Facility Services
- EMTS, Inc. / Elite
- Landscape West Mgmt. Svcs.
- Mariposa Landscapes, Inc.
- MCE Corporation
- Merchants Landscape Services, Inc.
- Nieves Landscape LLC.

- Parkwood Landscape Maint. Inc.
- SGD Enterprises-Four Seasons
- So Cal Land Maintenance

The proposals were initially reviewed by the Purchasing Manager for responsiveness. The proposals were then evaluated by an evaluation 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 as well as participate in an interview process. Reference checks were then performed and proof of financial stability was reviewed by the City's Director of Finance. Final ranking was completed and the committee presented a unanimous recommendation for award based on being the best value to the City.

Based on the evaluation criteria set forth in the RFP to determine the overall best value to the City, the committee recommends the award of agreement for the provision of Landscape Maintenance Services go to Mariposa Landscapes, Inc. (Committee finalist scoring summary attached.)

The scope of services for the agreement includes weekly service at all City facilities, parks, walking trails, center medians, frontage road medians, and City-maintained parkways. Services include but are not limited to: irrigation maintenance; pruning, hedging, and weeding of landscaped planters; weekly mowing and edging of all turf areas; and pest control, gopher mitigation, and trash picking of all City-maintained landscaping. Enhancements to the scope of services since the last agreement include:

- Exclusive use of battery-powered electric equipment, including zero-turn riding mowers
- Addition of landscaping services to all frontage road medians
- Annual fertilization of all turf areas citywide
- Enhanced turf maintenance at sports fields within Bellis Park, Boisseranc Park, San Antonio Park, and Peak Park
- Application of SB 1383 compliant mulch to all landscaped planters multiple times per year

The agreement with Mariposa Landscapes, Inc. will commence on April 1, 2026, and continue through June 30, 2029. Two, one-year extensions are available, if both parties desired to continue the agreement.

This report has been reviewed by the Purchasing Manager and the Director of Finance.

BUDGET IMPACT

The agreement spans 39 months, including the final three months of fiscal year 2025-26 and the entirety of fiscal years 2026-27, 2027-28, and 2028-29. Monthly costs are approximately $100,000 in year 1 (annual cost of $1,495,875), $104,000 in year 2 (annual cost of $1,240,020), and $107,000 in year 3 (annual cost of $1,272,516) for a grand total of $4,008,411. Staff recommends an additional 5% contingency to accommodate minor changes to scope or facilitate additional work such as turf restorations or plant replenishment as necessary.

The total cost of the agreement is $4,208,830, including the 5% contingency. There is adequate funding in the current budget for the remainder of the fiscal year, with $891,660 allocated from the General Fund and $208,340 allocated from the Measure R Fund. For fiscal year 2026-27, $1,004,980 is allocated from the General Fund and $231,020 is allocated from the Measure R Fund. Staff recommends a budget allocation of an additional $24,000 from the undesignated Measure R Fund balance to Account No. 13-160501-6240 to fund this agreement for fiscal year 2026-27.

Attachments

PSA for Landscaping with Mariposa.pdf
Landscaping RFP NO. 26-01.pdf
Landscaping Maintenance SOW EXHIBIT A.pdf
Addendum 1 RFP NO. PW 26-01.pdf
Mariposa Response.pdf
Finalist Notification.pdf
Intent to Award Documents.pdf

EXHIBIT B

CITY OF BUENA PARK
PROFESSIONAL SERVICES AGREEMENT

DATE: March 24, 2026

SERVICES: Citywide Landscape Maintenance

PROJECT: Citywide Landscape Maintenance

PARTIES TO THE AGREEMENT:

"CITY": City of Buena Park, a California Municipal Corporation

City Representative:
Name: Joe Hunt
Title: Public Works Manager
Tel.: (714)562-3652
Email: **jhunt@buenapark.com**

"CONSULTANT": [Mariposa Landscapes, Inc], a [California corporation]

Consultant Representative:
Name: **Michael Williams**
Title: **Area Manager**
Tel.: **(626)347-6238**
Email: **michael.williams@mariposa-ca.com**

SUMMARY OF TERMS:

Start Date: **April 1, 2026**

End Date: **June 30, 2029**

Contract Value: **$4,208,830**

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 March 24, 2026, between the City of Buena Park, a California charter city ("*CITY*"), and MARIPOSA LANDSCAPES, 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 April 1, 2026, and shall remain in full force and effect until June 30, 2029, 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*") and Exhibit "B" (the "*Landscaping Maintenance Scope of Work")*. 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 "B" ("*Landscaping Maintenance Scope of Work*"), 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 $4,208,830.00 ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

10.3 Indemnification for Services. Other than in the performance of design professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the

retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be $4,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

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

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

.4 Professional liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the “Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer’s Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively “*Additional Insureds*”). Additional Insured endorsements shall not: (a) be limited to “Ongoing Operations”; (b) exclude “Contractual Operations”; (c) restrict coverage to the “Sole” liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it.

.3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated “A:VIII” in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT’s operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. RECORDS. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

CITY OF BUENA PARK **a California municipal corporation**	**CONSULTANT*** **Name of Business**
Signature	Signature
Name:	Name:
Title:	Title:

***If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.**

Signature

Name: _____

Title: _____

ATTEST:

BY: _____
Adria M. Vicuna, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale, City Attorney

EXHIBIT A

1) SERVICES. CONSULTANT shall provide to CITY the following Services

See Exhibit B, Landscaping Maintenance Scope of Work.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

See Exhibit B, Landscaping Maintenance Scope of Work

3) COMPENSATION SCHEDULE. CONSULTANT shall be paid for performing the Services at the follow rates and times:

Monthly compensation from April, 2026 – June, 2027 is $99,725.00. Monthly compensation from July, 2027 – June, 2028 is $103,335. Monthly compensation from July, 2028 – June, 2029 is $106,043.

The City may increase the physical area covered in the scope of work for the following costs:

$0.015 hardscape per sq. ft per month

$0.015 turf per sq. ft per month

$0.025 planters per sq. ft per month

The City may request additional work/resources at the following rates:

$23,000 for one round of fertilization of turf at all parks and facilities (not including sports fields at Bellis, Peak, Boisseranc, and San Antonio parks).

$10,000 for one round of fertilization of turf at sports fields at Bellis, Peak, Boisseranc, and San Antonio parks.

$3,500 for one round of aeration of turf at sports fields at Bellis, Peak, Boisseranc, and San Antonio parks.

$3,500 for one round of vertical mowing/renovation of turf at sports fields at Bellis, Peak, Boisseranc, and San Antonio parks

$48 hourly rate per additional laborer

$58 hourly rate per additional foreman

$75 hourly rate per additional irrigator

REQUEST FOR PROPOSALS
FOR
LANDSCAPE MAINTENANCE SERVICES

RFP No. PW 26-01

ISSUED BY
THE CITY OF BUENA PARK

OFFICE OF THE CITY MANAGER -PURCHASING DIVISION

6650 Beach Blvd.
Buena Park, California 90621

PROPOSAL DUE

FEBRUARY 11, 2026 BEFORE 11:00 AM PDT

Mandatory Pre-Proposal Conference- January, 27, 2026 -10:30 a.m.
City Hall -Main Conference Room
- 6650 Beach Blvd., Buena Park, CA 90621

RFP Contact
Mark L. Averell, CPPO
Purchasing Manager
714-562-3740
maverell@BuenaPark.com

Request for Proposals

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Exhibit A – Landscape Maintenance Services Scope of Work (SOW)

Exhibit B - Sample Professional Services Agreement

Exhibit C – Statement of Acknowledgement

Exhibit D – Pricing Proposal Form

1. Introduction/Purpose

The City of Buena Park (City) is soliciting proposals from qualified contractors (hereinafter referred to as either "Proposer", "Contractor" or "Company") to provide regular citywide landscape maintenance services necessary to maintain the City's landscaping. The goal of the landscape maintenance program is to maintain City landscaping in a clean, safe, and attractive condition. The intent of the Request for Proposal is to solicit sealed proposals from highly qualified contractors with expertise in providing landscape maintenance services for public agencies. The City's intent is to award the contract to the most responsive and responsible contractor that will provide the best value to the City based upon the requirements included in this Request for Proposal.

All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference checks, cost and responsiveness and understanding of services to meet the needs and concerns of the City of Buena Park.
Specific terms of the agreement will be negotiated with the selected Contractor.

2. Schedule of Events

It is the goal of the City to select and retain a Contractor by April 2026. In preparation for that action, the following tentative schedule of events has been prepared:

Event	Date	Time
Request for Proposals Released	01/20/2026	N/A
Mandatory Pre-Proposal Conference	01/27/2026	10:30 a.m.-City Hall
Final Questions Due	01/29/2026	Before 11:00 a.m. PDT
Responses to Questions Released	02/5/2026	N/A
Proposals Due	**02/11/2026**	**No later than 11:00 a.m. PDT**
Finalist Interviews/Presentations	Week of 02/16/2026	To be determined
Notification of Tentative Selection	Week of 03/09/2026	N/A
Tentative City Council Meeting to Consider Awarding Contract	03/24/2026	5:00 p.m. PDT

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its proposal that the City finds ambiguous.

3. Background

Located in northwest Orange County, Buena Park is a Charter City operating under the Council-

Manager form of government. The City has approximately 400 employees with an annual budget of approximately $170 million (all funds). Buena Park is located 21 miles southeast of Los Angeles, and is referred to locally as the "Center of the Southland" due to its easy access to both the 91 and 5 freeways. With a diverse population of approximately 81,000, Buena Park offers quality residential areas, excellent cultural and recreational facilities, and a stable economy within its 10.3 square miles.

The City of Buena Park (City) Public Works Department maintains the City's buildings, facilities, parks, landscaping, and roadways described in this RFP. The City requires an experienced and reputable firm to provide landscape maintenance services for a variety of areas located throughout the City that require routine landscape maintenance services, as described in Exhibit A Scope of Work (SOW). The square footage is provided as an estimate only. It is the responsibility of the Contractor to inform themselves fully of the conditions relating to the work.

4. Administration

A. QUESTIONS TO RFP

All inquiries relating to this Request for Proposal 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.

All questions are due no later than 11:a.m. on Thursday, January 29, 2026.

B. BID PROPOSAL SUBMISSION REQUIREMENTS

Proposals will only be considered from companies that have registered as a "Prospective Bidder" on the City's electronic Current Prospective Bidders List. Companies that wish to appear on the Prospective Bidders List for this procurement solicitation may do so by registering online at:

https://pbsystem.planetbids.com/portal/39485/portal-home
(Google Chrome is the preferred browser.)

To become a registered vendor, please select New Vendor Registration from the agency's Vendor Portal. Enter the requested information and select Sign Up. A Verify email will be sent to you. By selecting Verify within the email you will be directed to the registration form. Complete the information requested and select Submit. All mandatory fields are denoted by a red asterisk. Registration is a multi-step process consisting of pre-registration, email verification and completion of the vendor profile. When you are done completing the vendor registration form, select Submit at the bottom right corner of the page to submit your profile. Registration is immediate; you do not need to wait for the confirmation email to log in or begin using the system depending upon the agency, you may have additional information/certifications to complete.

From the Vendor Profile page please review the left hand navigation pane to complete any additional information requested by the agency. Prospective proposers should register under the following commodity codes:

- 98800.. Roadside, Grounds, Recreational and Park Area Services
- 98836 Grounds Maintenance: Mowing, Edging, Planting Trimming, Etc.

After registering your company, click on the "Bid Opportunities" button from the Buena Park portal to view and download the Bid Documents. Companies that fail to specifically download this RFP will not appear on the Bidders' List and will be unable to participate for this RFP. Questions regarding the registration process may be directed to the City's online bid management provider, PlanetBids at 818-992-1771.

It is the responsibility of the Proposer to ensure their Proposal is received before the stated deadline. The RFP Administrator may be reached to verify receipt of proposals.

RFP Administrator: Mark L. Averell
Purchasing Manager
City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621
(714) 562-3740 phone
maverell@buenapark.com

Submission of a proposal indicates acceptance by the company of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Buena Park and the firm selected. The City of Buena Park reserves the right without prejudice to reject any or all proposals.

5. Prerequisites

Proposals will only be considered from Contractors that meet the following prerequisites:

- Minimum of five (5) years' experience under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Work (SOW) (Exhibit "A").
- Minimum of three (3) verifiable references of projects with similar scope and size. **(Please highlight specific experience with public agencies)**
- Have not filed for bankruptcy under any business name over the past five (5) years.
- Must have knowledge of electric landscaping equipment, including ride-on lawnmowers
- The selected Contractor will be required to be obtain a City business license.
- **Contractor must possess a valid C27 license at time of submission.**
- Contractor must have experience working in the public right of way.
- Contractor must comply with California Labor Codes including Sections 1720-1861.

6. Mandatory Proposers Meeting

A **MANDATORY** pre-proposal meeting and site-visits will be held on Tuesday, January 27, 2026 **DATE** at **10:30 a.m.** at the Buena Park City Hall, Main Conference Room, 6650 Beach Blvd., Buena Park, CA. for landscape maintenance service providers. A site visit will be held immediately following the meeting to tour some major parks and facilities included in this RFP. The purpose of this meeting will also be to clarify the contents of this RFP in order to prevent any misunderstandings. Any doubt as to the requirements of this RFP, or any apparent omission or discrepancy, may be presented to the City at this meeting and must also be submitted in writing via "Q & A" through the City's Electronic Bidding System PlanetBids Vendor Portal before the question submittal deadline. Should any omissions or discrepancies be identified, the City will determine the appropriate action necessary, if any, and may issue a written amendment to the RFP after the pre-proposal conference. Oral statements or instructions will not constitute an amendment to this RFP. Attendance at the pre-proposal meeting is **MANDATORY**.

Contractors should allow approximately 2 hours for the mandatory pre-proposal meeting and walk-through. Contractors should be familiar with this RFP and the Scope of Work prior to attending the pre-proposal meeting and walk-through.

7. Scope of Services

The City of Buena Park (City) is seeking proposals from qualified landscape maintenance services providers to provide landscape maintenance services for various landscaped areas throughout the City as defined in this RFP. The selected Contractor shall provide the services required in Exhibit A, Scope of Work, attached hereto and incorporated herein. Each Contractor bidding shall have the ability to perform all services as outlined in the Scope of Work.

As determined by the State of California Department of Industrial Relations (DIR), prevailing wages are required to be paid for each type of work needed to execute the contract, which will be awarded to the successful contractor.

8. General Terms and Conditions

The successful Contractor will be required to execute a Professional Services Agreement ("Agreement"). A sample is attached as Exhibit "B". The successful contractor must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Contractor must possess a valid City of Buena Park Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Contractors refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Contractor.

Contractor shall comply with all current state and federal statutes and regulations related to the services.

9. Performance Bond- N/A

10. Inquiries / RFP Q&A

If prior to the date fixed for submission of Proposals, a prospective Contractor discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Contractor shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Contractor fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Contractor, or an error that reasonably should have been known to the Contractor, the Contractor shall submit its Proposal at its own risk, and if the Contractor is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All inquiries relating to this Request for Proposal 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 **January 29, 2026 DATE before 11:00 a.m. PST**. To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted only in the format set forth above. Any verbal communication 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 to the City's website.

Changes to the RFP itself shall only be made by the City via a written addendum. Addenda will be published via PlanetBids. All addenda shall become part of the RFP document requiring response by the proposer where indicated.

Any communications regarding this solicitation whether written or verbal, with any City Councilmember or City staff other than the individuals indicated above, prior to award of a contract by City Council, is prohibited and the Proposer may be disqualified from consideration

11. Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the

City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Contractor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Contractor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Contractor and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Contractor responding to this RFP. The Contractor responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Contractor.

12. Delivery/Submission of Proposals

PROPOSAL SUBMITTAL INFORMATION:

All prospective Contractors submitting a proposal must appear on the City's Current Prospective Bidders List as a "Prospective Bidder." Contractors shall register on the City's Bidding System, PlanetBids Vendor Portal. Once registered, Contractors 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." Contractors 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 Contractor 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 before 11:00 AM on **FEBRUARY 11, 2026** via Planet Bids. Proposals shall be labeled as follows: **RFP NO. PW 26-01 for Landscape Maintenance Services**.

It is the responsibility of the Proposer to ensure their proposal is received before the stated deadline. The RFI Administrator may be reached at (714) 562-3740 to verify receipt of proposals.

13. Alternative Proposals

Only one proposal is to be submitted by each Contractor for this RFP. Multiple simultaneous

proposals will result in rejection of all Proposals submitted by Contractor. A Contractor may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

14. Proposal Format and Content

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Contractor's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

a) Cover Letter
b) Background and Summary
c) Statement of Understanding and Approach
d) Qualifications and Experience/References
e) Cost

a) Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP and Exhibit A – Scope of Work have been reviewed and understood. The letter shall include a brief summary of Contractor's qualifications and Contractor's willingness to enter into a contract under the terms and conditions prescribed by this RFP. This section shall also include the key contact(s) for the RFP coordination and their contact information.

b) Background and Summary

The Background and Summary Section should describe the Proposer's understanding of Buena Park, the work to be done pursuant to the proposed agreement, and the objectives to be accomplished by the Proposal

c) Statement of Understanding and Approach

This section shall demonstrate an understanding of the provision of Landscape Maintenance Services for the City of Buena Park. It shall describe the detailed approach, methodology, organization, and staffing required to meet or exceed the Scope of Work of this RFP and should include the following:

1. Describe, in detail, the Proposer's methods of approach to the Scope of Work as defined in Exhibit A. Address the manner in which the Proposer will meet specific requirements on the Scope of Work for the City of Buena Park. This will include how you would address or enhance the tasks in the Scope of Work and how you would partner with the City to implement the services.
2. List the names, titles, responsibilities, and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.
3. Provide information on whether any of the services in the agreement will be subcontracted out to another organization. If so, then describe the portion of work and who will be providing the service and on what terms.
4. Provide a detailed description of specific tasks the Proposer will require from CITY staff. Explain what the respective roles of CITY staff and the Proposer's staff would be to complete the tasks specified in the Scope of Work.
5. Describe the Proposer's policies and procedures for resolving complaints from the public, City staff. Provide name, qualifications and contact information for the person responsible for the receipt and resolution of complaints.
6. Describe the way the Proposer will inform the CITY of changes to procedures.
7. Describe any reporting enhancements the Proposer can provide.
8. Describe in detail Proposer's implementation plan for the takeover of the services/start-up, or resumption of services under the new contract.

Proposers are encouraged to provide any additional innovative or creative approaches for providing the required services which may increase performance capabilities.

d) Qualifications and Experience/References:

The information in this section should describe the qualifications of the Proposer, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. If the Proposer is a corporation, please provide: the name of the corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state and zip code, and the date the local office opened its doors for business

2. If the Proposer is partnership or joint venture, please provide: the name of the partnership or joint venture, principal office street address, city, state and zip code, state of organization, date of organization, first and last name of general

partner(s), local office address, city, state, and zip code, and date local office opened their doors for business.

3. List all businesses owned or controlled by the Proposer or its business manager doing similar business in California under another name. List Business name and address and specify who owns or controls the business (e.g. self, business manager, etc.).

4. List all businesses for which the Proposer or its business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title date(s) in position; specify who was in position (e.g., self, business manager, etc.).

5. List the number of years the Proposer has been in business under its present business name?

6. Provide a list of current and previous contracts similar to the requirements for the CITY to which the Proposer has been a party. Include all public agencies served. For each, provide a brief description of the scope of work, the length of time the Proposer has been providing services and the name, title, and telephone number of the person who may be contacted regarding the Proposer's service record.

7. Submit a description of the Proposer's qualifications, experience and abilities that make it uniquely capable of providing services under the proposed agreement.

8. Provide copies of the Proposer's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:

    a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.

    b. Membership in and/or good standing with a professional organization devoted to encouraging and maintain ethical or service standards.

    c. Evidence of training and education in customer service, maintaining quality standards and/or maintain quality standards received by the Proposer, its employees and its sub-contractors.

e) Equipment and Facilities

The information requested in this section should describe the Proposer's equipment and facilities to be used in fulfillment of the requirements specified in the Scope of Work.

f) Financial Capacity

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the CITY to reasonably formulate a determination about the financial capacity of the Proposer. The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Contractor has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Contractor or any of Contractor's key personnel within the past five years.

g) Contractor Personnel

It is essential that the Proposer provide experienced personnel, capable of and devoted to, the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions. Provide a list of staff who will be assigned under the agreement.

The information requested in this section should describe how the Proposer intends to fulfill staffing-related requirements specified in the Scope of Work.

h) Evidence of Insurance

The Proposer shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B).

i) Sample Professional Services Agreement

The Proposer selected by the City will be required to execute a Professional Services Agreement with the CITY. A sample of the Agreement is enclosed as **Exhibit B** but may be modified to suit the specific services and needs of the CITY. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

j) Exhibits

All Exhibits must be completed in full.

k) Pricing Proposal Form-

All Proposers shall use Exhibit D to be submitted with their proposal. Pricing proposals shall be valid for a minimum of 120 days following submission.

15. Addenda

Unless otherwise specified, any addenda issued during the time of proposal process will be issued via Planetbids must be acknowledged.

16. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

17. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Proposer must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Contractor may obtain. Note that under California law, price proposal to a public agency is not a trade secret.
The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

18. Evaluation of Proposals

This solicitation has been developed in the RFP best value format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements of the City. The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right

to request additional information about any and all Proposals that in City's opinion is necessary to assure that the Contractor's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services. An Evaluation Committee comprised of City of Buena Park staff and outside subject matter experts will review and score the proposals based on the criteria listed below. All Proposals shall be reviewed to verify that the Contractor has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Prior City Work-If your company has prior experience working with the City do not assume this prior work is known to all members of the evaluation committee. All proposers are evaluated on the information contained in their proposal, information obtained from references (including the City and past performance if applicable), and presentations if requested. All proposals should be prepared as if the evaluation committee members have no knowledge of the Contractor, their qualifications, or past projects.

Proposals shall be consistently evaluated and scored in accordance with the Proposal Evaluation Criteria Table 1:

Interviews/on-site presentations may be conducted by the same committee members as on the proposal evaluation panel. Dates and times will be coordinated at that time after the evaluation of responsive proposals is complete, and the highest scoring candidates are determined. Candidates who have submitted the highest scoring proposals within a competitive range as determined by the City may be invited to participate in the interview/on-site presentation process.
Interviews/on-site presentations, if applicable, will be tentatively scheduled during the week of 02/16/2026.
In addition to possibly conducting an oral interview the City may also contact and evaluate the Proposer's references, contact the Proposer to clarify any response or request additional information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent by the Committee to the evaluation process.

Following conclusion of this stage the evaluation process, the Committee will rank all Proposers according to the evaluation criteria set forth above and make a recommendation for award which will, upon successful contract negotiations, be presented to the City Council.

If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Contractor and begin negotiations with the next Contractor which best meets the needs of the City, and so on until the City and the Contractor reach agreement.

The City intends to select the Contractor that offers the best value to the City based on the criteria outlined above.

Proposal Evaluation Table 1
Proposer Scoring Process

The City intends to select the Contractor that offers the best value to the City and its citizens based on the criteria detailed below.

Evaluation Criteria	Maximum Points
Understanding / Approach	25
Demonstrated competence/ Experience	30
Personnel	20
Cost	25
Financial stability	Acceptable - Unacceptable
Local / DVBE Preference	5

19. Rejection of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Contractor from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the City that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

20. Local Vendor / DVBE Preference

For Request for Proposals (RFP), five points will be added to the potential proposal evaluation criteria for local vendors or State certified Disabled Veteran Business Enterprises (DVBE). Proposal must include proof of certification to be considered.

21. Protest Procedures

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP) process. Any protest of the award of the contract must be submitted in writing to the Purchasing Manager no later than seven (7) working days after the Intent to Award letter date.

22. Contract Term

The initial term of the Agreement shall be for approximately thirty-nine (39) months from the date that the Agreement is fully executed with the option to extend by two (2) additional one (1) year periods upon mutual written agreement of both parties and based upon acceptable performance by the Contractor, and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the first year of the contract term. Subsequent years will allow for price increases based on the Orange County Consumer Price Index and or minimum wage increases. The City shall reserve the right to negotiate all requests for price increases.

23. Contract Documents

In submitting a Proposal, the Contractor agrees to enter into an Agreement with the City. The City's standard agreement is attached hereto as Exhibit "B". In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Buena Park's Request For Proposals
- Contractor's Response to the Request For Proposals

24. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Contractor:

- Two (2) originals of the Agreement in the form included herein, properly executed by the Contractor.

- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.

- Confirmation of current business tax certificate.

No Agreement shall be binding upon the City until all documents are fully executed by the Contractor and the City.

25. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If the successful

Contractor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Contractor.

26. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals

EXHIBIT A

SPECIFICATIONS

GENERAL REQUIREMENTS:

- The contractor shall maintain an active and valid California C-27 Landscaping Contractor license for the duration of the project. All services performed under this scope of work shall conform to the licensing requirements of the California Contractors State License Board (CSLB) and applicable local regulations.

- Contractor shall provide grounds/landscape maintenance on a weekly basis unless instructed otherwise in the contract.

- Contractor shall provide all labor, materials/supplies, and equipment etc. necessary for the proper performance of grounds/landscape maintenance.

- Contractor will be required to mow and edge turf areas, provide litter control, provide weed control, rake planters, shrub beds and turf areas, prune and trim shrubs and trees and provide specified irrigation maintenance. The Contractor shall perform all necessary maintenance tasks as required herein.

- The premises shall be maintained with nothing but the highest standards at no less than the frequencies set forth herein. The frequencies indicated herein are general requirements for the purposes of identifying overall maintenance frequencies. The specific site evaluation frequencies shall govern. In the event of any conflict or inconsistency in the interpretation thereof, the Operations Manager shall resolve said conflict/inconsistency.

- The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

- All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

- All powered landscaping equipment utilized shall be corded or battery-powered electric equipment. This includes ride-on mowers, push mowers, edgers, trimmers, hedgers, blowers, sprayers, and other associated landscaping equipment.

- Contractor recognizes that during the course of this contract City personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape, refurbishment, modification of repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the Operations Manager or representative thereof.

- Contractor shall respond to all unscheduled maintenance requests within two (2) hours of notification by the City.

- The General Manager or representative is required to attend scheduled monthly meetings with the Operations Manager or representative thereof. Failure to attend will cause an assessment of one hundred dollars ($200.00).

RESPONSIBILITIES/SPECIFICATIONS

INTERPRETATION OF SPECIFICATIONS

- Should any discrepancy appear or any misunderstandings arise as to the meaning or interpretation of anything contained in these specifications, the matter shall be decided by the Director of Public Works. The interpretation of the Director shall be binding upon the Contractor.

SUPERVISION

- The contractor shall provide a responsible competent supervisor on the job site each workday during work hours, who can clearly communicate with the Operations Manager. The supervisor shall have experience and be technically trained in landscape maintenance work. The supervisor shall be equipped with a cell phone so they can be contacted at any time by the Operations Manager or representative thereof.

WORK SCHEDULE

- A schedule of work to be performed during each upcoming month shall be submitted to the Operations Manager or designated representative at least one (1) week prior to the beginning of the month. Work hours shall be established between 7:00 AM and 4:00 PM. Weekly notification to Cal Trans will be required when performing landscape median maintenance of Beach Boulevard. The Contractor shall be responsible for all necessary permits.

LABOR/EQUIPMENT/MATERIALS

- Contractor shall furnish at his own expense all labor, equipment, and materials necessary for the satisfactory performance of the work set forth in this agreement. Contractor shall use heavy-duty electric landscape equipment as is necessary to service parks, medians, parkway, service roads, horse trails, city entrance signs, and tree wells.

  Contractor must provide a Supervisor as a singular point of contact for the Operations Manager or representative thereof for all discussion related to contractor duties and performance

- Contractor must provide these specified minimum daily crews and staffing levels (8 hrs. per day) for routine maintenance. Each crew is to have transportation to operate independently. City will be credited daily for any shortfall of labor provided by the Contractor at the hourly rate of the employee specified by the Contractor:
  - Labor
    - 4 foremen
    - 11 laborers
    - 2 irrigators

- The Contractor must notify the City by the close of each day of any and all debris in the parks and medians which the contractor cannot pick up; i.e. – large rocks, downed tree limbs, etc.

- Mowers shall not run in excess of 4 m.p.h. while mowing to ensure adequate cutting of turf grass

- A complete list of equipment rental/lease rates shall be provided and approved prior to the signing of the contract.

- Certified payroll records may be requested at any time at no extra cost to the City.

- Equipment supplied and used by the Contractor shall be neat in appearance and well maintained. All landscape equipment must meet industry standards and be approved for use by the Director prior to starting work. The equipment shall be maintained in a mechanically safe and sound condition. The Contractor shall make arrangements for backup equipment so there will be a minimum of down time.

- Contractor shall provide training programs for all new employees and continue in-service training for all employees including, but not limited to, visual aids dealing with the diverse maintenance needs of a facility. Contractor must provide the Director with a summary of course materials and training schedules for its employees upon request.

- If the Contractor fails to perform his maintenance duties to the City's standards, the City reserves the right to perform all the necessary work and delete the costs from the Contractor's payments. Any call outs of City staff directly caused by the Contractor's action or inaction will be back charged to the Contractor.

- The Contractor shall list on his proposal all sub-contractors who will perform work, labor, or render service or fabricate and install a portion of the work in excess of one-half of one percent of the prime Contractor's total bid.

SAFETY

- Contractor shall comply with all established government regulations pertaining to safety and will be responsible for supplying and using safety equipment as necessary to protect personnel, property, and the general public. Contractor shall not drive landscape equipment on City streets. Landscape equipment shall me properly transported between median islands and/or parkways where work is to be performed. Contractor shall use both street cones and warning signs to inform the public of work being conducted in accordance with established OSHA, City and California State Codes and Standards. The Contractor shall prepare and submit to the Operations Manager a risk management plan for worker safety, chemical spill procedures, and public safety protection.

- All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment to be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

- 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. The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Contractor shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Contractor, which is not the result of his operations shall immediately be reported to the City.

PREVAILING WAGE

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 wage of per diem wages for work of a similar character in the locality in which the public work is performed and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director 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 general prevailing rate of per diem wages are on file in the office of the City Clerk, 6650 Beach Blvd., Buena Park, CA 90620, and are available to any interested party on request. The Agency shall also cause a copy of such determinations to be posted at the job site.

Pursuant to Labor Code Section 1775, the Contractor shall forfeit as penalty to the City of Buena Park, not more than fifty dollars ($50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, 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/her or by any subcontractor under him/her in violation of the provisions of said Labor Code.

The Contractor and any subcontractors under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-offico the Administrator of Apprenticeship, San Francisco, California or from the Division of Apprenticeship Standards and its branch offices.

Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this 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 as 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 penalty to the City, fifty dollars ($50.00) for each laborer, workman, or mechanic employed in the execution of the contract by him or any subcontractor under him upon any of the work hereinbefore mentioned for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

DAMAGED PROPERTY

- The Contractor shall report, without delay, to the Operations Manager any damage to City equipment or property and shall be held responsible for any and all such damage resulting from their actions.

- Plant materials, irrigation systems, and other equipment and/or facilities damaged or destroyed by the Contractor will be repaired or replaced with like kind and quality material at the Contractor's expense. Replacement is to be coordinated with the Operations Manager and performed as soon as possible.

- Plant materials, irrigation systems and other facilities damaged or destroyed by the City, the public, or by natural causes may be repaired or replaced at the City's expense.

- Property or facilities damaged or altered in any way during the performance of the work under this contract shall be reported in writing to the Operations Manager promptly and shall be promptly restored to its original condition.

- The Contractor shall report, at the end of each workday, any graffiti locations noticed during the crew's normal routine schedule. All locations shall be reported directly to the 24-hour Graffiti Removal Hotline.

STORAGE FACILITY

- No storage facility will be furnished by the City unless the Director of Public Works determines that such storage facility would be in the best interests of the City. Accordingly, a storage fee may be determined for use of such storage facility and the contractor will pay said fee.

IDENTIFICATION OF FIELD CREWS

- Contractor's employees and vehicles shall be readily identifiable by color, signs, and standard uniforms to the satisfaction of the Director. The uniform and vehicle colors shall be different than those of the City's Community Services and Public Works employees.

MAINTENANCE REPORTS

- Contractor shall submit with monthly invoice a report indicating the following maintenance completed. Said report shall include, but not be limited to, the following information:
    - List of all sprinklers replaced and sites
    - Quantity and label description of all grass seed used.
    - Quantity and complete description of all fertilizers used.
    - Quantity and complete description of all chemicals used.

LANDSCAPE, HARDSCAPE, PARKS AND MEDIAN SPECIFICATIONS

The list provided below identifies the Contractor's Scope of Work for Landscape, Hardscape, Parks and Median Services. This list should be considered illustrative of primary responsibilities and only partially complete. Along with insurance compliance and other duties and responsibilities, the Contractor shall provide:

- A fixed per staff hourly rate for special events and additional work.

- Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. In any case, no additional work shall commence without authorization from the Operations Manager.

- Storage of landscape refuse shall only be made at a site approved by the Operations Manager. Sites provided may include but are not limited to maintenance yards at Bellis Park, the City Yard, and 6494 Caballero. Such sites shall only be used for temporary collection or disposal to proper waste bins, subject to such time limits as the Operations Manager may impose. Clean up and disposal of all hazardous materials remain the responsibility of the Contractor. City will be responsible to provide waste hauling service and receptacles at the site designated by the Operations Manager.

- When a condition exists where there is imminent danger of injury to the public or damage to property, Contractor shall contact Operations Manager immediately. Contractor shall submit a written estimate within twenty-four (24) hours of approval. If the City decides to have contractor handle the repairs, the contractor shall submit an invoice to the Operations Manager.

- Bidders are instructed that this maintenance agreement shall continue in full force for a period of thirty-nine (39) months and may be extended for a period of twelve (12) months as long as the parties hereto mutually agree in writing to such extension at least sixty (60) calendar days prior to the date on which the contract or an extension thereof would otherwise have been terminated. This will coincide with the City's fiscal year calendar. (i.e. – July 1st thru June 30th each year). The first contract will be in effect from the award date thru June 30th of the fiscal year. Each additional contract will begin on July 1st and continue thru June 30th of the following year (i.e. – Award date thru June 30, 2013; then July 1, 2013 thru June 30, 2014, etc.).

At that time the City may decide to solicit new bids, extend or negotiate this service agreement, or take other action as the City may determine to be in its best interest.

TURF MAINTENANCE

MOWING, EDGING, AND TRIMMING

- January through March the turf height shall be maintained at one and one-half inch (1-1/2") to two inches (2")

- April through December the turf height shall be maintained at two inches (2") to two and one-half inches (2-1/2")

- Mowing operation shall be scheduled Monday through Friday unless revised by the Operations Manager

- Mowing shall be performed in a professional workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. No cuttings shall remain on medians, parkways or service roads. Cuttings on parks may be required to be vacuumed or blown from walkways as determined by the Operations Manager.

- All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened. Mowing heights may vary for special events and conditions as determined by the Operations Manager.

- Prior to mowing, all trash and foreign objects or material are to be removed from lawn and planter areas and properly disposed of with the lawn clippings.

- All edging shall be done weekly. Edging shall include grass and growth along walls, fences, curbs, sidewalks, handball courts, planters, tennis courts, pools, buildings, picnic shelters, sand lots, and around trees, shrubs, bushes, poles, guide wires, basketball courts, security lights, ball fields, and monuments. All turf areas shall be kept neatly edged and all grass invasions eliminated.

- Clean up all areas mowed, edged, trimmed, weeded shall be cleaned up the same day the work is performed. Sweeping, vacuuming, or blowing is permitted. Parkway areas adjacent to parks are to be vacuumed mowed. All debris, cuttings, trimming, and refused will be cleaned from street adjacent to park. All parking lot areas shall be vacuumed and cleaned weekly. No debris, cuttings, trimmings or refuse will be disposed or left in City streets, gutters, or intersection cross gutters. Each City park will be vacuumed or blown weekly. All sidewalks or other paved areas will be cleaned weekly.

- All planter areas will be maintained and kept weed and trash free. Maintenance is to be done on a weekly basis.

- All basketball courts, tennis courts, handball courts, and picnic shelters are to be blown off weekly.

- All parks, medians, tree wells, City entrance signs, and hardscape locations are to be maintained in a weed free manner at all times.

- All sand tot lot areas are to be level graded, raked, and cleaned a minimum of once per week.

- Contractor must provide, upon award of a contract, a complete schedule of weekly maintenance at each park site.

AERATION

- Aeration shall coincide with the fertilization application performed during the same period.

- Removal of all plugs will be Contractor's responsibility.

- Tagging or markings of all sprinkler heads will be the responsibility of the Contractor. Care shall be taken to avoid damage to sprinklers or valve boxes. In the event this occurs, Contractor shall be responsible for damage and repair.

- The sports fields at four parks (Bellis, Boisseranc, San Antonio, and Peak) will receive one aeration per calendar year. The Operations Manager shall be notified when this task is to be performed so that he may inspect and approve the finished product. In addition, a schedule of this maintenance must be provided to the Operations Manager upon award of contract.

RENOVATION/VERTICAL MOWING

- The sports fields at four parks (Bellis, Boisseranc, San Antonio, and Peak) will receive one vertical mowing renovation per calendar year. The Operations Manager shall be notified when this task is to be performed so that he may inspect and approve the finished product. In addition, a schedule of this maintenance must be provided to the Operations Manager upon award of contract.
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- Care shall be taken to avoid unnecessary or excessive injury to the turf grass. In the event this occurs, Contractor shall be responsible for turf damage and repair.

- Sweep or rake the dislodged thatch from turf areas and remove from site.

- Standard renovating or vertical mowing type equipment shall be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.

- Renovate to the soil line to encourage healthy growth and to maintain acceptable appearance.

- Reseeding, mulching or top dressing shall be required at all parks, parkways, medians and service roads. Mulching material must be approved by the Director prior to use.; 240 yards of mulching material and 200 yards of dressing required by the Contractor. All additional to be provide by the City. Contractor to provide monthly reports of locations and quantities of material used.

- Top dressing or mulching shall be spread evenly over the entire area to a uniform depth.

- Areas to be seeded will be seeded utilizing blends or mixtures at the rate of application recommended by the Director.

IRRIGATION

- Contractor shall provide two (2) fully trained personnel in all phases of landscape irrigation systems, five (5) days per week at eight (8) hours per day throughout the length of the contract. The City will provide all irrigation supplies and parts.

- Contractor shall provide two (2) vehicles as to allow weekly irrigation personnel to work independently of each other and landscape crews.

- These crews will work directly with the Operations Manager or representative thereof to coordinate which day to schedule, depending on weather, programs or special events.

- Contractor shall report to the Operations Manager any broken sprinklers, risers, lateral lines, missing valve boxes, caps, plugs, turf or shrub heads immediately.

CULTIVATING

- Frequency – as needed.

- Cultivate beds, planter areas at all locations to ensure a neat appearance and following industrial standards, using appropriate equipment designed to loosen soil to a depth of three inches (3”).

GROUND COVER AND SHRUB MAINTENANCE

PRUNING

Hedges: A hedge-like appearance of such plantings shall be maintained at all times within dimensions defined by the Operations Manager.

PLANTERS, VINES AND GROUND COVER

- Vines and ground cover shall be maintained within the confines of the planted areas and shall not be allowed to encroach onto walkways, roadways, up trees or walls, or onto other adjacent structures except where such encroachment is part of the intent of such plantings and specifically designated by the Operations Manager. All trimmings shall be in accordance with industry standards.

- Pruning methods for vines and ground covers shall result in a neat appearance that is normal for the species and to the satisfaction of the Operations Manager.

- Any and all diseased plants are to be removed from all planters and flowerbeds; then properly disposed. Labor to replace plants will be the Contractor's responsibility. City will be responsible for the cost of plants.

- Pruning plant material for vehicular and pedestrian visibility, dependent upon growth patterns of the plant species in question.

- Contractor shall provide staff and place mulching material as directed by the Operations Manager. Mulching material must be SB 1383 compliant and may be provided by the City upon request.

- All damage to shrubs, trees, turf, or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.

- Contractor shall provide staff for plant replacement as directed by the Operations Manager.

TREES

- All costs for stakes, both materials and labor, are Contractor's responsibility.

- Damaged trees shall be staked and tied within twenty-four (24) hours.

- Replace missing or damage stakes where the tree diameter is less than three inches (3") within five (5) days.

- Stake in those cases where tree has been damaged and requires staking for support.

- Stake new trees or recently planted trees that have not been previously staked.

- Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight feet (8') in length for five (5) gallon size trees; not less than ten feet (10') for fifteen (15) gallon size trees.

- Hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured.

- Stakes will not be placed closer than eight inches (8") from the trunk of the tree.

- Stakes and ties will be placed so no chafing of bark occurs.

- Maintain all trees to achieve an 8 foot (8') vertical clearance for all median, parkway and service road trees. Height may vary depending on type of tree, age of tree, and location.

- Contractor shall maintain all park trees to achieve a 10 foot (10') vertical clearance. Height may vary depending on type of tree, age of tree, and location.

- Remove volunteer tree and plant growth as it appears. Trim off tree branches as needed and directed. Remove tree water sprouts up to crown as they appear.

- Re-stake and re-tie trees as required. Supplies and materials to perform these tasks are to be provided by the Contractor.

WEED CONTROL

The Contractor shall possess a valid State of California Department of Food and Agriculture Qualified Applicator License for the application of herbicides. Additionally, contractor must provide a copy of this license to the Operations Manager.

Methods for removal of weeds, turf encroachment, and detailing shall incorporate chemical and/or mechanical means of eradication. Weed elimination control shall be continuously performed. All paved, planter areas will be maintained weed free. Removal of Bermuda grass and weeds in the landscaped areas shall be continuously performed. All medians, bulminite, parkways, and parks will be done on a rotating basis as defined by the Operations Manager. Contractor must provide a list of all chemicals prior to application to the Operations Manager.

After complete kill, all dead weeds shall be removed from the area edging where trees and shrubs occur in turf areas. All grass growth shall be limited to at least eighteen inches (18") from trunk of trees and away from drip line of shrubs by use of approved chemicals, manual, or mechanical devices.

Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve-inch (12") barrier width shall be considered normal.

Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location or a clean appearance. A six-inch (6") clearance shall be considered normal

RODENT CONTROL

All areas shall be maintained free of rodents including, but not limited to, rats, gophers, and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

Areas treated to be marked with ground flags if requested by the Director.

FERTILIZATION

Contractor shall provide fertilization. All parks and facilities turf areas will be fertilized 1 time per year with a slow-release granules type fertilizer. This must be a complete fertilizer with at least the following elements; 16-6-8 with a minimum 275 pounds per acre. The sports fields at four parks (Bellis, Boisseranc, San Antonio, and Peak) will receive one additional schedule of fertilizer to be determined by the Operations Manager, for a total of two applications per year. Fertilizer application schedule shall be presented to and approved by the Operations Manager.

All areas fertilized shall be thoroughly watered immediately after fertilization; areas shall be fertilized utilizing ratios and mixtures per manufacturer's recommendations.

SB 1383 PROCUREMENT COMPLIANCE

The Contractor shall, as practicable, use only California-derived mulch or compost materials that are compliant with the requirements of California Senate Bill 1383 (SB 1383). All compost and mulch shall be meet all applicable state regulations and specifications for physical contaminants, pathogen reduction, and metal concentrations as defined by SB 1383 regulations.

The City may procure and keep SB 1383 compliant mulch and compost available onsite at its Bellis Yard facility for Contractor to utilize free of charge.

Contractor shall distribute SB 1383 compliant mulch and compost evenly at approximately 1" thickness within all non-turf landscaped areas at a frequency of no less than every three (3) months. Contractor will keep a tracking log for record keeping of when SB 1383 compliant mulch and compost is distributed on a per-location basis.

SWEEPING/WASHING

Sweep around sidewalks, check concrete areas and hard-court surfaces for cracks, crevices, and deterioration and report any unsafe condition to the Operations Manager.

Sweep and/or wash the concrete areas and hard-court surfaces weekly.

LITTER CONTROL

Trash removal from all areas covered by this contract shall be pursued on a continuous basis to assure an acceptable appearance of park and median landscaped areas adjacent hardscape improvements. On medians and parkways, trash removal shall be twice per week. The Operations Manager shall approve schedule for trash removal.

Complete policing and litter pick up to remove paper, glass, trash, and undesirable materials. Other accumulated debris within the landscape areas to be maintained including, but not limited to, walkways, cat walks, between and around planted areas, planters, drains, sidewalks, parking lots, medians, parkways, service roads, tennis courts, ball fields, roadways, well sites, handball courts, basketball courts, and catch basins. Litter pickup shall be weekly and completed as early as the Operations Manager deems practical.

All litter, debris, and thatch occurring as a result of Contractor's operations shall be removed from the premises immediately following such operations.

On medians, parkways, and service roads litter removal shall be twice a week.

UNIFORMS AND VEHICLES

Contractor shall provide standard uniforms with shirt and trousers in coordinated colors for employees working under this contract. Such uniforms shall be easily recognizable so as to identify affiliation with the Contractor. The uniform and vehicle colors shall be different than those of City employees. The Contractor's employees shall maintain a neat professional appearance that can be maintained within the scope of this type of work. All vehicles utilized under the scope of this contract shall meet all requirements of the California Vehicle Code.

EQUIPMENT

All equipment, tools, and supplies necessary to perform the required work shall be furnished by the Contractor at their sole expense. All keys or access cards given to the Contractor shall be surrendered at the termination of this contract and no duplication of the keys shall be made.

The Contractor shall use materials and equipment that is safe for the environment and safe for use by the employee.

All powered landscaping equipment utilized shall be corded or battery-powered electric equipment. This includes ride-on mowers, push mowers, edgers, trimmers, hedgers, blowers, sprayers, and other associated landscaping equipment.

SIGNS

Contractor shall place signs approved by the City of Buena Park on the landscape maintenance vehicles used in the performance of the work; which signs shall be visible from both sides of the vehicle and shall read, "Under Contract to the City of Buena Park."

OFFICE

Contractor shall maintain an office within the City of Buena Park or within a reasonable distance as approved by the City, staffed by a responsible representative for receipt of requests and complaint. Said office shall be open from 8:00 AM to 5:00 PM, Monday through Friday, not including approved holidays.

STAFFING

- Employ, manage, and provide all necessary training of service personnel
- Maintain good working relationships
- Maintain safe working conditions at all times
- Ensure courteous and professional conduct of all personnel at all times
- Maintain neat, clean, and professional appearance of all personnel and equipment
- Maintain all Federal, State, County, and City permits, licenses, and personnel certifications and licenses at all times
- Maintain compliance with all applicable Federal, State, OSHA, and local laws and regulations
- Maintain continuous quality control program
- Maintain equipment in accordance with good maintenance practices and replace equipment in accordance with accepted equipment replacement policy
- Maintain cell phone communication
- Properly dispose of all trash and debris
- Provide park and median maintenance schedule so the irrigation can be coordinated prior to contract award
- Provide staff in order to make minor repairs to sprinkler heads as required on parkways, hardscape, medians, and parks.
- Maintain all State, County, and City vehicle permits, licenses, and personnel certifications and licenses
- Establish an ongoing “Continuous Quality Improvement” Program directed at but not limited to response time performance, driver performance, and other areas that affect quality of service.
- Contractor shall assign a sufficient number of employees to perform the required work. Contractor shall designate one (1) employee as principal landscaper with full responsibility for directing the entire crew on his/her shift. Each principal landscaper shall be authorized to act for Contractor in every detail and must speak and understand English.
- Contractor shall provide a full time contact project supervisor or designated alternate. City must have access to contract supervisor during all hours, 365 days per year. Contractor shall provide a cell phone number where supervisor may be reached on a twenty-four (24) hour per day basis.

In the event the Contractor is prevented from completing any landscape maintenance as provided in the schedule because of equipment breakdown or reasons other than inclement weather, the Contractor shall complete the landscape service so deferred prior to the next regular scheduled maintenance date or give the City a credit for each day’s work not performed. The monetary value of one (1) day’s work shall be defined as one twenty second (1/22) of the monthly contract price.

The standards described herein are the minimum acceptable levels within which all areas shall be maintained at all times. Any items referred to generally that may require more specialized consideration will be interpreted to the satisfaction of the Operations Manager. Any and all work performed by the contractor shall be subject to review and approval by the Operations Manager.

Thus, the City of Buena Park expects and requires professional and courteous conduct at all times from Contractor's personnel, dispatch center, middle management, and top executives. Management of stressful situations is part of the job and those who do not consistently perform with professional and courteous demeanor do not meet the required performance standard. The Contractor shall address and correct any departure from this standard of conduct.

"BAIT AND SWITCH" BIDDING PROHIBITED: The Contractor understands that the City of Buena Park shall award this bid based upon the qualifications of key personnel and the type/quality of equipment presented in the bidder's proposal. If awarded the proposed contract, the bidder shall furnish those personnel and equipment identified in the bidder's proposal and throughout the term of the proposed contract the bidder shall continue to furnish those same personnel and equipment or replacement personnel and equipment with equal or superior qualifications/quality. It is the specific intent of this provision to prohibit the practice of "bait-and-switch" bidding, intentional or not.

CONFLICT OF INTEREST: The bidder must certify that it is not, and will not be, violating either directly or indirectly, any conflict-of-interest statute, rule or regulation by its performance of this service. As such, the attached non-collusion affidavit shall be executed by the awarded Contractor and shall be submitted with the Contract.

QUALITY CONTROL

City may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used include:

A. Sampling
B. One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semi-annually, or annually).
C. Customer complaints or public complaints

ADDITIONAL WORK AND SPECIAL EVENTS

Additional work and special events landscaping shall be conducted under a separate purchase order upon direction of the Operations Manager or representative thereof. Contractor will be compensated therefore at the hourly rate specified in the proposal.

HOLIDAYS AND INCLEMENT WEATHER

- When inclement weather, in the opinion of the Operations Manager, prevents adherence to the regular landscape schedule for two or less days in a given week, the landscape areas so affected by the inclement weather shall be serviced within the following one (1) week period from the date of the scheduled service without interruption of the regular service/maintenance schedule. The Contractor shall perform all extra work required by such inclement weather without additional charge.

- Whenever any holiday or observance as specified in the Government Code of the State of California occurs on a regularly scheduled landscape maintenance day, said maintenance area

shall be performed within two (2) days from the regularly scheduled landscape day without interruption in the regular landscape maintenance schedule.

DESCRIPTION OF WORK SITE LOCATIONS

The following specifications are intended to serve as a guide and reference for acceptable execution of a contract agreement for maintenance activities associated with parks, medians, parkways, tree wells, slopes, and other landscaped areas within the boundaries of the City. The definitive descriptions are depicted in the Buena Park City GIS overlay entitled City-Wide Landscaping Map (updated map forthcoming). The areas to be included generally are:

PARKS/FACILITIES

Boisseranc Park
7520 Dale Ave.

Brenner Park
7373 San Rafael Dr.

City Hall/Police Dept./Community Center
6650 Beach Blvd.

Silverado Trail Phase 1
Valley View to East of Holder

George Bellis Park
7171 Eighth St.

Images Park
Stanford and Pacific

John Beat Park
6660 Mt. Shasta Cir.

Metrolink Station
8400 Lakeknoll Dr.

Tice House
6591 Beach Blvd.

Stage Stop Hotel
6601 Beach Blvd.

***Whitaker Park**
8401 Montana Ave.

Rick Gomez Park
7501 8th St.

SCE Parking Lot
Western to El Caney

Larwin Park
6150 Ball Road

Bessie Coleman Mini-Park
4th and Stanton

San Antonio Park
8810 San Antonio Dr.

Heroes Park
6200 San Rolando Cir.

Friendship Park
5290 Cameron Dr.

Ehlers Rec Center/Senior Center
8150 Knott Ave.

William Peak Park
7225 El Dorado Dr.

City Yard
6955 Aragon Circle

Jaynes Estate
6631 Beach Blvd.

First Congregational Church
6671 Beach Blvd.

Silverado Trail Phase 2
Stanton to East of Camellia

Silverado Trail Phase 3
Knott to El Monte

SCE Parking Lot
Stanton to Gardenia

***Whitaker Park** is shared with the Buena Park School District and access is prohibited during school hours, typically from 7am to 4pm Monday through Friday during the academic calendar. All maintenance activities must take place outside of these hours. Maintenance services may be scheduled on Saturdays at this location.

MEDIANS, PARKWAYS AND ALL OTHER LANDSCAPE/HARDSCAPE AREAS:

Medians

- Beach Blvd. – City limit south of Crescent Ave. to Rosecrans
- Commonwealth – West of Dale
- Dale – La Palma to Crescent
- Knott Ave. – Lincoln Ave. to Artesia (include parkways off service roads)
- La Palma Ave. – Stanton to Beach Blvd.
- La Palma Ave. – Beach Blvd. to Dale Ave.
- Lincoln Ave. – Valley View east to Knott Ave.
- Los Coyotes Dr. – Beach Blvd. to the Country Club Dr.
- Auto Center – City Limits
- Auto Center and Commonwealth
- Orangethorpe Ave. – east of Beach Blvd. to west of Knott Ave.
- Stanton – City Limits
- Valley View - Lincoln Ave. north to Orangethorpe, 91 freeway medians, east & west service roads, embankments and pedestrian enhancement to City's property lines
- La Mirada Blvd. – City Limits
- Alondra Blvd. – City Limits

Parkways, Service Roads, and Horse Trails

- Alondra and McComber
- Ball Road – Yosemite to Larwin Park – south side – north Holder to Yosemite – south side
- Beach Blvd. at 91 Freeway
- Beach Blvd. at Auto Center Dr. Triangle
- Beach Blvd. at Pacific Ave.
- Beach Blvd. east side – Country Club to Town homes
- Beach Blvd. enhancement areas – Stanton to Orangethorpe – east and west side parkways, pedestrian enhancement to property boundaries
- Beach Blvd. slopes
- Beach Blvd. and Rosecrans, west side
- Navigation Center parkway at 6494 Caballero
- Cerritos Avenue – Carlotta west to Miranda
- City Entrance Signs: Beach Blvd. at Stanton – Commonwealth west of Dale – and Artesia – Beach Blvd. and Country Club. West side of Beach Blvd. – sign and lot areas south of entrance sign – Crescent Ave. and Valley View
- Crescent Ave. – Dale to Los Amores – north and south side service roads
- Dale – Whitaker North to Halle west side
- Dale and Planetary – west side of street to Venus Dr.
- Dale Grade Separation at Metrolink Artesia to Dale – slopes and medians
- Dale – Crescent Ave. to Boisseranc Park, east & west side of street
- Grand Ave. – Adams to Jackson
- Holder at abandoned railroad crossing south of Mt. Whitney – east side
- Indiana east to Dale – north side
- Knott Ave. parkways – Crescent Ave. to La Palma Ave. – west side
- Knott Ave. Service roads/parkways from Monroe north to 91 Freeway – east side

- La Palma Ave. – Knott Ave. to Valley View – north and south side
- La Palma Ave. – Camelia east to Dale – north side
- La Palma Ave. – east of Dale – north and south parkways
- La Palma Ave. – Knott Ave. to El Monte – north side
- Malvern – Dale west to Cajon south side
- Malvern horse trail – Dale east to city limits
- Malvern – Dale west to Cajon south side
- Malvern north side – Meadowbrook to Tahoe
- Auto Center and Artesia to east of Stanton – parkways and tree wells
- Auto Center and Whitaker – easement behind bus stop
- Auto Center at Commonwealth Ave. (mini mall area)
- Ninth St. and California
- Orangethorpe and Kass Dr.
- Orangethorpe Ave. and Emerson
- Orangethorpe Ave. and Holder
- Orangethorpe Ave. at Knott Ave.
- Stanton and Auto Center triangle
- Stanton 91 Freeway south to La Palma – east and west sides
- Stanton and Pinchot – south corner
- Stanton Ave. – Crescent Ave. to La Palma
- Thelma – from Community Gardens east to Knott Ave.
- Valley View – Ball Rd. south to Cerritos – east side
- Walker – Thelma to Paraguay
- Western Ave. – Monroe north to 91 freeway – City properties east and west sides
- Whitaker – Verde to Dale
- Freeway Entrance/Exit Access Points
- 91 freeway at Knott Avenue and Beach Boulevard
- 91 freeway at Valley View and Beach Boulevard
- 5 freeway at Artesia and Beach Boulevard and Auto Center Drive
- Silverado Trail Phase 1 Valley View to Thelma
- Silverado Trail Phase 2 Stanton to Camellia
- SCE Parking Lot Western to El Caney
- SCE Parking Lot Stanton to Gardenia

<u>CATWALKS AND EASEMENTS</u>

- Holder to 91 freeway
- Los Amores and Crescent
- Los Palos easement – north and south sides
- Western and 8th Street – east side
- 6106 to 6107 La Canada
- 6344 to 6348 Sheridan Way
- 6347 to 6359 Arnold
- 6601 to 6602 Wyoming
- 6732 to 6742 San Diego
- 7214 to 7226 El Viento
- 7671 to 7781 Western
- 8149 to 8161 Maple

APPROXIMATE MOWING, EDGING, AND OVERALL CLEANUP FREQUENCY OF PARKS AND MEDIANS, CITY ENTRANCE SIGNS, AND TREE WELLS

- Parks — Once per week
- Medians — Once per week
- Tree Wells — Once per week
- City Entrance Signs — Once per week

FEBRUARY 5, 2026

NOTICE TO PROPOSERS

ADDENDUM NO. 1
For

LANDSCAPE MAINTENANCE SERVICES

REQUEST FOR PROPOSAL NO. PW 26-01

This addendum addresses language changes to EXHIBIT A – Specifications. – Page 2

GENERAL REQUIREMENTS

- **Current RFP language:** The General Manager or representative is required to attend scheduled monthly meetings with the Operations Manager or representative thereof. Failure to attend will cause an assessment of ~~one hundred~~ dollars ($200.00).

- **Revised Language should read:** Failure to attend will cause an assessment of two hundred dollars ($200.00).

SUPERVISION

- **Current RFP language:** The contractor shall provide a responsible competent supervisor ~~on the job site each workday~~ during work hours, who can clearly communicate with the Operations Manager. The supervisor shall have experience and be technically trained in landscape maintenance work. The supervisor shall be equipped with a cell phone so they can be contacted at any time by the Operations Manager or representative thereof.

- **Revised language should read:** The contractor shall provide a responsible competent supervisor ~~on the job site each workday~~ during work hours, who can clearly communicate with the Operations Manager. The supervisor shall have experience and be technically trained in landscape maintenance work. The supervisor shall be equipped with a cell phone so they can be contacted at any time by the Operations Manager or representative thereof. The supervisor will routinely review work to ensure that crews are performing to the level dictated in the scope of services.

The following companies were in attendance at the mandatory proposers' conference:

Company:
DMS Facility Services
Elite Maintenance & Tree Service
Greenfield Landscaping
Landscape West Mgmt. Services
Mariposa Landscapes, Inc.
MCE Corporation
Merchants Landscaping
Nieves Landscape LLC
Parkwood Landscape Maintenance Inc.
SGD Enterprises
So Cal Land Maintenance

REMINDER:

Proposals due Wednesday, February 11, 2026, before 11:00 AM PST

Proposers must be registered as a "Prospective Bidder" on PlanetBids.







MARIPOSA
LANDSCAPES INC

RESPONSE TO: RFP NO. PW 26-01

For

Landscape Maintenance Services, for City of Buena Park

February 11th, 2026

MARIPOSA
LANDSCAPES INC

Cover Letter

City of Buena Park
Attention: Mark Averell, Purchasing Manager
Ref: RFP NO. PW 26-01 Landscape Maintenance Services
Address: 6650 Beach Boulevard, Buena Park, CA 90621
Phone: (714) 562-3740
E-mail: maverell@Buenapark.com

Mariposa Landscapes, Inc. is pleased to submit our proposal to the City of Buena Park for comprehensive landscape maintenance services. We appreciate the opportunity to partner with the city in supporting the long-term health, appearance, and sustainability of its public landscapes. Mariposa Landscapes fully intends to perform all services as outlined, and we confirm that we have thoroughly reviewed and understand all elements of the Request for Proposals (RFP) and Exhibit A – Scope of Work.

As a premier landscape maintenance contractor with 45 years of experience servicing municipalities across Southern California, Mariposa Landscapes brings a proven track record of reliability, quality workmanship, and consistent communication. Our team specializes in full-service landscape maintenance for parks, streetscapes, medians, public facilities, assessment districts, and high-visibility community spaces. We employ certified professionals, including ISA-certified arborists, licensed irrigation technicians, and dedicated project management staff, ensuring that all services are delivered to the highest standards.

Mariposa Landscapes, Inc. is fully prepared to enter into a contract under the terms and conditions prescribed by the RFP. We have the staffing, equipment, and organizational capacity to commence services immediately upon award and to maintain the level of responsiveness, accountability, and service quality expected by the City of Buena Park.

We appreciate your consideration and look forward to the opportunity to serve the City of Buena Park. Should you require any additional information or clarification, please do not hesitate to contact us.

PREPARED BY:

Ricardo Escobedo, Sales & Marketing Manager
(626) 504-1590
Ricardo.escobedo@mariposa-ca.com

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Background and Summary

Statement of Understanding

Mariposa Landscapes, Inc. fully understands the requirements outlined in the City of Buena Park's RFP for Citywide Landscape Maintenance Services. It is our intention to perform all services in strict accordance with the specifications provided. Our proposal includes the appropriate level of labor, materials, equipment, and supervision necessary to maintain a high-quality standard of care for all landscaped areas, including turf, groundcover, planters, medians, and other designated public spaces throughout the duration of the contract.

Mariposa Landscapes, Inc. brings extensive, firsthand experience to this contract. For more than four decades, we have successfully delivered landscape maintenance services for hundreds of cities, public agencies, commercial properties, and government facilities across Southern California and Arizona. This long-term experience ensures we are fully prepared to meet the expectations of the City of Buena Park.

Key Qualifications:

- 45 years of stable, proven operational experience
- More than 100 awards for project excellence over the past four decades
- Licensed in both California and Arizona
- Workforce of over 1,000 trained employees
- Fully insured: $2 million aggregate general liability and $1 million workers' compensation
- Bonding capacity of $100 million

Main Objectives

Mariposa Landscapes, Inc. intends to provide the following to ensure superior service delivery for the City of Buena Park:

- Assign full-time, qualified employees to achieve professional and consistent maintenance results
- Supply adequate equipment and inventory to perform all required tasks efficiently
- Provide the necessary labor to deliver high-quality work, based on performance
- Deliver clear, timely, and accurate irrigation reports
- Meet all insurance requirements outlined by the City
- Immediately report hazards or unsafe conditions within contract areas
- Maintain accurate records of all City service requests, including date/time received and date/time completed
- Provide recommendations for landscape improvements and long-term enhancements
- Supply qualified labor, equipment, and materials for extra work or additional project requests
- Work collaboratively with the City to support the needs and expectations of Buena Park residents

Statement of Understanding and Approach

1. Methodology

Service	Description
General Requirements	• Contractor must maintain a valid C-27 license, follow all CSLB/local regulations, and provide all labor, materials, and electric-powered equipment needed for weekly landscape maintenance. • Required services include mowing, edging, pruning, trimming, weed and litter control, irrigation maintenance, and keeping all areas clean, safe, and professionally maintained. • Work must meet high-quality standards, follow site-specific maintenance frequencies, and avoid damage to turf/landscape especially during inclement weather. • Employees must be properly trained, use safe equipment, and follow OSHA requirements; operations must adjust as needed to accommodate City activities or directives.
Interpretation of Specifications	• Any discrepancies or misunderstandings in the specifications will be resolved by the Director of Public Works. • The Director's interpretation is final and binding on the contractor.
Supervision	• A qualified, experienced landscape maintenance supervisor must be onsite each workday, able to communicate clearly with the Operations Manager. • The supervisor must have a cell phone and be reachable at all times during work hours.
Work Schedule	• Contractor must submit a monthly work schedule at least one week before the month begins. • Work hours are set between 7:00 AM and 4:00 PM. • Weekly notifications to Caltrans are required for median maintenance on Beach Boulevard.
Labor/Equipment/Materials	• Contractor provides all labor, materials, and heavy-duty electric equipment, keeping all equipment clean, safe, and with backups available. • A single Supervisor must serve as the point of contact. • Contractor must supply minimum daily staffing • Report any large debris daily; keep mower speeds under 4 mph.

	• If work isn't performed to city standards, the city may complete the work and deduct costs; contractor-caused callouts will be back-charged.
Safety	• Contractor must follow all safety regulations, provide required safety equipment, and transport landscape equipment properly never driving it on city streets. • Use cones and warning signs during work and submit a safety/risk management plan covering worker safety, chemical spills, and public protection. • Work must meet CAL OSHA safety standards; the city may issue stop-work orders if unsafe conditions are observed. • Contractor must keep sites hazard-free and report any hazards not caused by their work immediately to the city.
Prevailing Wage	• Contractor acknowledges and will pay all employees no less than general prevailing wage
Damaged Property	• Contractor must immediately report any damage to City property and is responsible for repairing or replacing anything they damage. • Any plant material, irrigation, or facilities damaged by the contractor must be replaced with like-kind materials • Damage caused by the City, the public, or natural events is repaired at the City's expense. • Contractor must report all graffiti observed each day to the City's 24-hour Graffiti Removal Hotline.
Storage Facility	• The City will not provide a storage facility unless the Director of Public Works determines it is necessary.
Identification of Field Crews	• Contractor's employees and vehicles must be clearly identifiable with uniforms, colors, and signs approved by the Director. • Uniform and vehicle colors must differ from those of City Community Services and Public Works staff.
Maintenance Reports	• Contractor must submit a monthly report with their invoice detailing maintenance completed.
Turf Maintenance	• Turf Maintenance: Jan–Mar: 1.5–2"; Apr–Dec: 2–2.5"; smooth appearance, no scalping; remove clippings from medians, parkways, and parks. • Equipment & Prep: Properly adjust/sharpen equipment; remove trash and debris before mowing. • Edging & Cleaning: Weekly edging of all turf, courts, planters, shelters, monuments, and hardscape; clean all debris same day; vacuum or blow sidewalks, parkways, parking lots weekly.

Aeration/Vertical Mowing	• Sports Fields: Four parks (Bellis, Boisseranc, San Antonio, Peak) receive one aeration and one vertical mowing renovation per year; schedule and Operations Manager approval required. • Reseeding & Mulching: Required at all parks, parkways, medians, and service roads; materials provided by the City; monthly reports of materials used required.
Irrigation	• Two trained personnel for irrigation, 5 days/week, 8 hours/day; City provides parts. • Two vehicles for independent crews; coordinate schedule with Operations Manager. Report broken sprinklers, valve issues, or damaged heads immediately
Planters, Vines and Ground Cover	• Vines & Ground Cover: Maintain within planted areas; prevent encroachment unless approved; trim to industry standards for a neat appearance. • Pruning & Visibility: Prune for appearance and safe pedestrian/vehicle sightlines. • Plant Health: Remove diseased plants; contractor replaces labor, City provides cost of plants. • Damage & Replacement: Repair/replace any damage to shrubs, trees, turf, or ground cover within 5 working days; provide staff for plant replacement as directed.
Trees	• Tree Staking: Contractor provides all stakes, ties, and labor; stake damaged, new, or recently planted trees as needed. • Tree Maintenance: Maintain 8’ vertical clearance for median/parkway/service road trees, 10’ for park trees.
Weed Control	• Licensing: Contractor must have a valid California Qualified Applicator License for herbicides and provide a copy to the Operations Manager. • Weed & Turf Control: Continuously remove weeds and turf encroachment in all paved, planter, median, parkway, and park areas using chemical and/or mechanical methods. • Chemical Use: Provide a list of all chemicals to the Operations Manager before application.
Rodent Control	• Maintain all areas free of rodents (rats, gophers, ground squirrels) to protect turf, shrubs, ground cover, trees, and irrigation.
Fertilization	• All turf areas receive one annual application of slow-release 16-6-8 fertilizer

	• Four parks (Bellis, Boisseranc, San Antonio, Peak) receive a second application as scheduled by the Operations Manager. • Fertilizer schedule must be presented to and approved by the Operations Manager.
Uniforms and Vehicles	• Contractor provides standard uniforms with shirt and trousers in coordinated colors, clearly identifying employees' affiliation with the Contractor • Uniform and vehicle colors must differ from City employees • All vehicles must comply with California Vehicle Code requirements
Equipment	• Contractor provides all tools, equipment, and materials at their own expense • Return all keys/access cards at contract end; no duplicates allowed • All powered landscaping equipment must be corded or battery-powered
Additional Work and Special Events	• Additional work and special events landscaping performed under separate purchase order as directed by the Operations Manager • Contractor compensated at the hourly rate specified in the proposal
Holidays and Inclement Weather	• If inclement weather prevents scheduled work for two or fewer days, affected areas must be serviced within the following week at no extra charge • If a holiday falls on a scheduled maintenance day, the work must be completed within two days without interrupting the regular maintenance schedule

2. Emergency Contacts

Name	Title	Phone Number	Responsibilities
Irving Gallegos	Account Manager	(626) 392-3006	The City's primary point of contact. This individual oversees daily operations, coordinates maintenance schedules, communicates upcoming work, and ensures all tasks meet required frequencies and performance standards. The Account Manager conducts routine site inspections, documents landscape conditions, and provides regular updates to City staff.
Michael Williams	Area Manager – Santa Ana	(626) 347-6238	Provides operational oversight and supports the Account Manager in resolving performance concerns, scheduling additional resources, and ensuring contract compliance.
Luis Valenzuela	Division Manager	(626) 705-0622	Oversee regional service delivery and becomes directly involved in escalated items or matters requiring broader resource allocation.

3. Subcontractors

Mariposa Landscapes, Inc can confirm that no services from the City of Buena Parks RFP NO. PW 26-01 Landscape Maintenance Services will be subcontracted.

4. Requirements of City Staff

Mariposa Landscapes does not require any specific tasks or support from city staff to perform the services outlined in the Scope of Work. When it comes to materials as stated in the Scope of Work, City will provide the mulch, topdressing and seed. Our team is fully equipped and experienced in independently managing all operational, administrative, and field-related responsibilities associated with the contract. All execution, supervision, scheduling, reporting, and quality control will be handled entirely by Mariposa Landscapes personnel. What we value the most from the City is a spirit of partnership and open communication. By working collaboratively, we can ensure the highest level of service, while Mariposa Landscapes manages the day-to-day operations and responsibilities of the contract.

5. Policies and Procedures for Resolving Complaints

Mariposa Landscapes Inc. is committed to delivering the high level of customer service and responsiveness emphasized throughout the City of Buena Park's Landscape Maintenance Services RFP. We understand that the City places strong value on exceptional communication, proactive issue resolution, professionalism, and stewardship of public spaces. Our customer service model is designed to fully align with these expectations through structured communication, consistent follow-up, timely escalation, and a strong focus on accountability.

Follow-up Process

To maintain consistency and transparency, Mariposa follows a structured follow-up process for all City requests:

Acknowledgement	All requests receive a prompt response, including estimated timelines for completion.
Action Plan	The Account Manager assigns the request, schedules necessary work, and communicates next steps to the City.
Reporting	Once work is completed, Mariposa provides confirmation—often with photos or notes—to ensure the City has full visibility.
Feedback Loop	City staff are encouraged to confirm satisfaction or request additional follow-up as needed.

Internal Procedures

Mariposa tracks all interactions, work orders, and service requests using internal logs and management software designed to ensure full visibility throughout the contract term:

Customer Service Log	Documenting request dates, assigned personnel, status updates, and resolution details
Work Order and Route Management Systems	Supporting photo documentation, quality checks, and time-stamped completion records
Weekly Internal Coordination Meetings	Reviewing all open and pending City requests, inspection findings, and upcoming work

These systems ensure consistency, prevent issues from being overlooked, and support the City's need for reliable documentation.

Customer Service Contact

Name	Phone Number	Qualifications
Front Desk/Customer Service	(626) 960-0196	Our front desk team is bilingual and trained to deliver professional, friendly, and timely customer service by effectively managing phone, email, and in-person inquiries. They communicate clearly in both languages, listen carefully to understand customer needs, and provide accurate information or solutions with a positive and respectful demeanor. In addition to strong organizational and multitasking skills, they are trained in basic human resources functions, maintain accurate documentation, use necessary software efficiently, and collaborate with internal teams to support smooth operations and prompt resolution of customer concerns.

6. Changes to Procedure

Mariposa Landscapes will promptly inform the city of any changes to procedures through clear, documented communication and direct coordination with the designated city representative. All procedural updates will be provided in writing via email and will include a detailed explanation of the change, the reason for the adjustment, and any anticipated impacts on workflow, scheduling, or service levels.

For changes involving field operations—such as modifications to mowing practices, pruning cycles, staffing structure, or equipment usage—Mariposa will also outline how the adjustment improves efficiency, safety, or service quality. If the change requires city approval or may influence budget, service frequency, or access requirements, Mariposa will request written acknowledgment from the city prior to implementation.

In addition to written notifications, procedural updates will be reviewed during regular communication touchpoints, including on-site meetings, monthly reporting, or scheduled check-ins. This ensures full transparency, alignment with city expectations, and a consistent, collaborative approach to service delivery.

7. Report Enhancements

Mariposa Landscapes Inc. provides a structured and comprehensive reporting program designed to keep the City fully informed of all maintenance activities, irrigation performance, site conditions, and compliance with contract specifications. Our reporting approach prioritizes transparency, accuracy, and timely delivery, ensuring the City has complete visibility into ongoing work and any issues requiring attention. Below is an outline of the standard reports available, along with the information included, frequency, request procedures, and delivery methods.

All reports may be requested by emailing the **Account Manager**, who serves as the City's primary point of contact. Upon request, Mariposa can provide reports in multiple formats, including PDF, Excel, or shared-drive folders. Unless directed otherwise, all reports are delivered electronically to the City's designated staff members.

Quality Control Inspection Report

Information Provided:

- Results of supervisory inspections conducted by the Account Manager or Operations Manager
- Identified deficiencies with required correction timelines (8-hour, 24-hour, or 48-hour windows per RFP requirements)
- Verified completion of corrective actions
- Photo documentation, inspection notes, and recommended repairs

Frequency: Biweekly or monthly, depending on City preference and project needs.
Request Process: Inspection reports can be requested at any time via email; additional inspections may be requested following site concerns or seasonal conditions.
Delivery Process: Reports are transmitted electronically with accompanying photos and notes for full transparency.

Incident and Emergency Response Reports

Information Provided:

- Documentation of storm damage, fallen trees or limbs, irrigation breaks, vandalism, or other emergency conditions
- Location mapping and severity assessment
- Work performed, response timeline, and materials utilized
- Cost estimates when required for reimbursement or tracking

Frequency: As needed during weather events, emergencies, or at the City's request.
Request Process: Incident reports are generated automatically following any emergency response. Additional details may be requested through the Account Manager.
Delivery Process: Sent immediately upon completion of emergency work and compiled in a formal report to City representatives.

General Maintenance Activity Reports

Information Provided:

- Summary of all landscape maintenance activities completed (turf care, shrub and groundcover maintenance, hardscape cleaning, litter removal)
- Notes on current site conditions and any areas requiring enhanced focus
- Status of City-generated requests or corrective items
- Upcoming scheduled tasks and maintenance priorities

Frequency: Monthly or as specified in the contract.
Request Process: City staff may request additional site-specific or task-specific reports directly from the Account Manager.
Delivery Process: Reports are delivered electronically and reviewed during monthly walkthroughs or coordination meetings.

Irrigation Observation Report

Information Provided:

- Irrigation inspections and performance observations
- Runtime adjustments and controller programming changes
- Identified deficiencies such as leaks, malfunctions, or damaged components
- Corrective actions taken or recommended, with photo documentation

Frequency: Weekly, in accordance with the City requirement that irrigation observations be submitted by the first working day of the following week.
Request Process: Reports are automatically prepared and submitted; additional detail or system-specific reports may be requested via email to the Account Manager.
Delivery Process: Sent electronically to the City's designated project representatives in PDF format unless another format is preferred.

8. Job Start Up

1	*Notice to Proceed*	For new contracts, we need a signed agreement before buying trucks or equipment. During this time, we meet with the client, review the schedule, map the site, take measurements, and order materials like fertilizer and weed control products.
2	*Job Start*	On day one, crews arrive with maps, task lists, and a schedule. Management oversees logistics, and technicians inspect irrigation systems. Any issues are documented with repair costs and a completion timeline.
3	*30-Day Evaluation*	We will hold a review meeting with the customer to discuss progress, clarify any unclear scope items, and adjust timelines or site needs. An action plan and updated irrigation inspection are provided.
4	*60-Day Evaluation*	We expect smooth operations and will survey the customer on the proposal process, transition, and performance. Our goal is complete satisfaction and top ratings.
5	*90-Day Evaluation*	The customer will receive a survey with a single question: "Would you recommend Mariposa Landscapes to other customers right now?" Our goal is to receive an enthusiastic "Yes" response, confirming their satisfaction and confidence in our services.

Qualifications and Experience/References

1. Corporation

Name of Corporation	Mariposa Landscapes, Inc.
Corporate Address	6232 Santons Diaz St, Irwindale, CA 91702
State of Incorporation	California
Date of Incorporation	October 1981
Corporation Number	C1469653
Employee ID	368-4752-1
Names of Officers	Terry Noriega – President Antonio Valenzuela – VP of Operations Theresa Lu - Controller
Local Office Address	1107 E Walnut St, Santa Ana, CA 92701
Date of Local Office Incorporation	February 2008

2. Joint Venture

Mariposa Landscapes, Inc is not a joint venture or partnership

3. Owned Similar Businesses – Business Manager

Yes. Terry Noriega, President and Owner of Mariposa Landscapes, Inc., additionally owns Mariposa Tree Management, which operates in California under that name.

Corporation Name	Mariposa Tree Management Inc.
Corporate Address	6232 Santons Diaz St, Irwindale, CA 91702
Date of Incorporation	December 2019
Name of Officer	Terry Noriega – President

4. Partnered Similar Businesses – Business Manager

Yes. Terry Noriega, President and Owner of Mariposa Landscapes, Inc., additionally serves as President of Mariposa Tree Management, which operates in California under that name.

Corporation Name	Mariposa Tree Management Inc.
Corporate Address	6232 Santons Diaz St, Irwindale, CA 91702
Date of Incorporation	December 2019
Name of Officer	Terry Noriega – President

5. Years of Service

Mariposa Landscapes, Inc. has been shaping Southern California and Arizona's outdoor spaces since 1981. With **45 years of experience**, we specialize in Construction, Maintenance, and Tree Care. Our work has earned **over 100 industry awards** and reflects a longstanding commitment to quality, safety, and innovation.

6. Current and Previous Contracts

The first list represents our references, public agencies and clients who are willing and available to speak to our performance and service history. The second list outlines all current public works contracts actively maintained by Mariposa Landscapes, Inc.

References

City of Santa Ana			Term:	2024-2027
Grounds Landscape Maintenance services – Districts 2 and 3				
Landscape Maintenance - General operations including daily inspections, clearing of sidewalk areas, debris removal, emptying trash cans, clearing of drainage facilities, cleaning of park benches and tables, maintain dog bag dispensers daily, maintenance of sand court areas, hard surface areas, bicycle trails/AC walkways, DG, parking lots, bike trails and roads, irrigation maintenance. Duties include turf mowing, sport turf mowing, inspections, edging, detailing, ground cover, shrubs, vines, tree maintenance, lake maintenance, pest control, weed control, litter and debris management, pressure washing, planting,			$2,718,588	Per Yr.
Jorge Acevedo, Parks Service Superintendent	(714) 647-3324	jacevedo5@santa-ana.org		

City of Santa Monica			Term:	2019-Current
Landscape Maintenance at Designated City Sites				
Landscape Maintenance of various areas. Duties include litter control, watering, weed abatement, detailing, shrubs, groundcover, plants, fertilization, mulching, pruning, turf. Maint., mowing, edging, cleaning and maint.. of picnic and play equipment, irrigation maintenance.			$2,358,749	Per Yr.
Jose Aguilar, Maintenance Supervisor	(310) 458-2201 *2614	jose.aguilar@santamonica.gov		

City of Tustin			Term:	2015-Current
Landscape Maint. Services for General Fund and Landscape & Lighting Assessment District Areas				
Landscape Maintenance of LMD Areas, Parks, Medians and Facilities- Mowing, edging, turf maint., weed, rodent pest control, hardscape maint., trash pickup, Irrigation maintenance.			$2,048,246	Per Yr.
Forrest Locke, Land. Contract Supervisor	(714) 573-3357	flocke@tustinca.org		

City of Chino Hills	Term:	2022- Current	
Landscape Maintenance Services for North Service Area			
Landscape Maintenance of Medians, Facilities, Parks. Includes Turf maint., shrub/slope maint., ground cover maint., tree trimming, irrigation maint. and repairs, water management, infield maint., mowing, litter and trash control, pesticide application, weed abatement, rodent control, aeration, and fertilization.		$1,889,364	Per Yr.
Luther Martin, Parks & Open Space Supervisor	(909) 364-2849	lmartin@chinohills.org	

City of Fontana	Term:	2023-2027	
Landscape Maintenance Services Area 4			
Landscape Maintenance, Irrigation maintenance and Installation. Scope includes inspections, mowing, trimming, pruning, fertilization, aeration, weed abatement, cultivation, pest control, tree surgery, de-thatching, plant replacements, renovation, clean-up of park facilities and drainage facilities.		$1,761,115	Per Yr.
Brian Clements, Parks and Landscape Supervisor	(909) 350-6771	bclements@fontana.org	

City of Oceanside	Term:	2022-Current	
Landscape Maintenance Services for Parks, Beach Accesses, Facilities, Medians, Streetscapes, and Fire Stations			
Landscape Maintenance citywide covering 31 parks, 10 facilities and 5 beach accesses. Daily maintenance responsibilities for over 124 acres of landscaped areas. Strict integrated pest management protocols using organic control methods.		$3,910,770	Per Yr.
Christopher Keiter, Maintenance Specialist	(760) 435-5204	ckeiter@oceansideca.org	

City of Rancho Cucamonga	Term:	1989-Current	
Landscape Maintenance Contract			
Landscape Maintenance of Medians, Parkways and Libraries: Weed control, planting, tree maintenance, pest control, irrigation maintenance, hardscape maintenance, shrub, groundcover, vine and landscape mulch maintenance.		$1,602,650	Per Yr.
Steve Relph, Maintenance Supervisor	(909) 774-2730 x4116	steve.relph@cityofrc.us	

Current Public Work Contracts

CVWD Landscaping Services 2024
Indio Water Authority
CSUSB - Palm Desert
City of Desert Hot Springs Zone 2
City of Desert Hot Springs Zone 4
City of Palm Springs - Parks
City of Palm Desert - Area #9
Riverside County Sheriff (BDUN)
Valley Sanitary District Office 2023
IEHP-Bermuda Dunes
Riverside County Courts (BDUN)
City of Palm Desert - LMA 1 (2025)
City of Palm Desert - LMA 2
City of Banning - Parks Maintenance
City of Banning - Medians & Facilities
Town of Yucca Valley - Citywide
RIVCO Mayflower Park
RIVCO Lake Cahuila Park
Riverside County Facilities 2023 (BDUN)
City of Banning - LMD 1
City of Banning - On Call Weed Abatement
City of Indian Wells FAMD #1

Rancho Cucamonga LMD-4R
Rancho Cucamonga - LMDs 6,9,10
Rancho Haven (2024)
Rancho Parks (2024)
SBDO County Superintendent of Schools
SBCO Schools EV and West End
City of Corona - Area 2 Zone 10 Fwy
SBCO Regional Parks
City of Corona - Cajalco I-15 Interchange
IEHP- Fontana
DMV Redlands
City of Victorville- Animal Control & Wellness Center
SBCTA 1-10 Alabama
City of San Bernadino Water Sites
Riverside County Courts (FONT)
MWD - Etiwanda Reservoir
Fontana Housing Authority
City of Fontana - Area 4
West Valley Water District - Facilities
SBCO Housing Authority
Rancho Cucamonga LMD-2
City of Rancho Cucamonga - LMD 1 Parks
Rancho Cucamonga - PD-85 Parks
Chino Hills - North Area
SBCTA - SR60 Establish Planting
Riverside Utilities
Moreno Valley - Detention Basins
City of Riverside - Victoria Medians
City of Riverside - Facilities
City of Moreno Valley Zone E2 & E8
March Joint Powers Authority
MJPA - MIPAA Landscape Maintenance
Moreno Valley - District West
Moreno Valley - WQB (2025)
Riverside - Riverwalk Maintenance
Riverside Golf Course
Eastern Municipal Water District
LACI As-Needed Weed Abatement
LACOPW Medians - (G10) Gardena
LACOPW - (G11) Ladera Heights (GAR)
LACOPW Medians - (G13) Compton
West Basin MWD
City of Carson Medians South
George W. Potrero Canyon
LACOBH - Marina Del Rey
Venice Canals & Ballona Lagoon
City of Santa Monica - Citywide 2024
City of Signal Hill Citywide LS Maintenance
LACO LA Area Facilities
City of Lawndale - LS Maintenance
City of Gardena - 2022
LACO ISD Region 1 (GAR)
LACO ISD Region 3 (GAR)
City of Southgate - 2024
City of Inglewood - Citywide
Valle Lindo Schools
Mow Services East LACO Area
City of Irwindale
City of Baldwin Park - LS Maintenance
LACO Foothill Area Parks
LACOPW Medians (G5) Covina
LACOPW Medians (G6) Charter Oak Azusa
LACOPW Medians (G14) S. Whittier
Valley County Water District
Odyssey School
Bonelli Park Mowing
Monterey Park Medians - 2019
LACO Public Works HQ Alhambra 2022
Monterey Park - Water Sites - 2022
LACOPW Medians - Montebello
City of Duarte - Citywide 2023
LACOPW Medians - (G7) E. Pasadena
LACOPW Medians - (G8) Rosemead
LACOPW Medians - (G9) Altadena Montrose
City of Pico Rivera
City of Artesia - Medians, Fountains Facilities
La Habra Heights - LS Maintenance
City of Glendora - Citywide 2022
CDCR 233 N. Second Covina
LACO ISD Region 3 (IRW)
LACOPW Medians (G1) Avocado Heights
LACOPW Medians (G2) E. Hacienda Heights
LACOPW Medians (G4) Rowland Heights
City of Montebello - Citywide
LACO Belvedere Area Parks

City of Azusa - Citywide 2022
LACOPW Channel Maintenance (MLI)
LACOPW Medians (G12) Belvedere
City of Arcadia - Citywide 2023
City of Monrovia Citywide 2022
Industry Business Center Slopes
LACO Arboretum - Arcadia
City of Sierra Madre
City of Oceanside - Parks, Beaches, Facilities
City of Carlsbad - Water Facilities
City of Oceanside - Medians & Streetscapes
City of Placentia; Med., Pkwys, LMD, CC.
Newport Beach - Sport Field Renovation
Fullerton College (On Call)
Orange County Parks
Santa Ana Parks District 2
Santa Ana Parks District 3
City of Santa Ana - Yard and Water Sites
OC Sheriff - Coroner Division
City of Redondo Beach - Extra Work
SMWD - Headquarters
City of Tustin - Landscape & LLD (2024)
City of Tustin - General Fund (2024)
City of Brea SCH4 Facilities and Trails
SOCWA - Coastal Treatment Plant
SOCWA - JB Latham Plant
Laguna Beach USD
OC - Social Services Tustin
Santa Margarita Water District
Santa Margarita Water District - NWRP & CWRP
Transportation Corridor Agencies (On-Call
City of Oxnard PW24-24 LMD's 2023
City of Oxnard PW24-26 CFD 4 Westport 2023
County of Ventura Parks and GSA Sites
Ventura County Channel Harbor and Library
Harding Park - Santa Paula
LACO Santa Clarita Area Parks
UCLA Arminta Lab
Ventura College - Weed Control
LACO ISD Region 1 (SOM)
LACOPW - (G11) Ladera Heights (Somis)
LACI - Recreation and Park As-Needed (SOM)
Ventura County - Oak Park Area 4

7. Proposers Qualifications

About Us

Mariposa Landscapes, Inc. has been shaping Southern California and Arizona's outdoor spaces since 1981. What started in Rosemead as a small operation has grown into a leading name in the industry, with over 1,000 skilled professionals—including Certified Arborists, Irrigators, and Landscape Technicians. Licensed in both California and Arizona, we offer $100 million in bonding and carry extensive insurance coverage for total client confidence.



With nearly **45 years of experience**, we specialize in Construction, Maintenance, and Tree Care. Our work has earned over **100 industry awards** and reflects a longstanding commitment to quality, safety, and innovation.

Quick Facts

The following provides a complete overview of Mariposa Landscapes, Inc., highlighting our relevant information, areas of expertise, and operational capabilities:

Company	Mariposa Landscapes, Inc.
Founded	1981
Address	6232 Santos Diaz St, Irwindale, CA 91702
Telephone	(626) 960-0196
Corporation #	C1469653
Employer ID	368-4752-1
Insurance	$1M Workers Compensation $10M General Liability

Licensing and Certifications

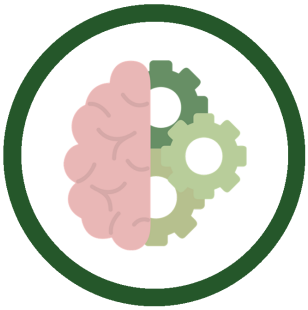
- California Contractor License 592268 C27, A, D49/C61, C31
- Certified Arborists on staff
- Certified Tree Workers on staff
- Tree Work – Line Clearance Certified/Instructor
- Certified Water Auditor
- Certified Backflow Inspectors
- Licensed Pest Control Company/Pest Control Advisor
- Certified Pest Control Applicators on staff

Why Choose Mariposa



Award Winning Excellence

We've earned over 100 industry recognitions for our landscape work, reflecting our commitment to quality and innovation. These awards highlight our ability to consistently deliver standout, high-performing projects. Our reputation for excellence sets us apart and reinforces trust with every client.



Comprehensive Knowledge & Expertise

Our team brings decades of experience across diverse project types, from public parks and commercial centers to complex restorations. We understand the unique demands of each setting and adapt accordingly. No matter the scale or scope, we have the skills and resources to deliver exceptional results.



Sustainability Leadership

We prioritize eco-friendly practices, including drought-resistant planting, smart irrigation, and sustainable materials. Our goal is to reduce environmental impact while enhancing long-term landscape value. Clients benefit from greener, lower-maintenance spaces that align with modern environmental standards.



Client Centered Approach

We tailor every project to the unique needs and vision of our clients. Our team listens first, communicates clearly, and follows through with precision. By building strong partnerships, we consistently exceed expectations and deliver lasting satisfaction.

Core Values



Safety

Our top priority—we are committed to maintaining safe worksites and take full responsibility for always ensuring a secure environment.

Teamwork

We foster a supportive, collaborative environment by valuing team input, communicating effectively, and following through to achieve positive results.

Quality

We are committed to delivering prompt, high-quality service and workmanship that exceeds expectations and provides exceptional value to our clients.

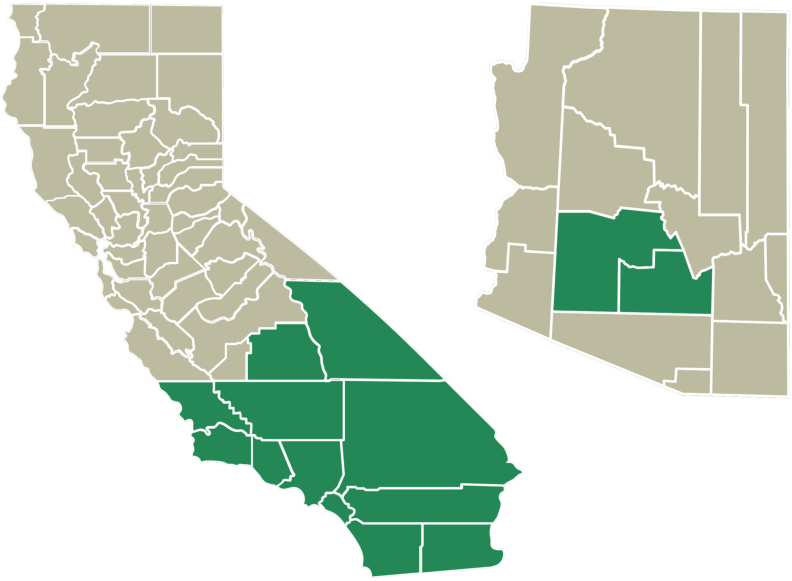
Integrity

We prioritize open communication, mutual respect, and trust to build strong, confident relationships within our team and with our clients.

Service Areas

Irwindale, CA
Santa Ana, CA
Fontana, CA
Chino, CA
Gardena, CA
Somis, CA
Bermuda Dunes, CA
Oceanside, CA

Glendale, AZ
Phoenix, AZ



Quality Control Program

At Mariposa Landscapes, quality control isn't just a process—it's part of our culture. Guided by the principle *"Plan your work and work your plan,"* our Quality Control Program ensures every project not only meets but exceeds expectations. By managing quality proactively and resolving issues quickly, we give client representatives—such as Public Works Inspectors or Property Managers—the confidence to focus on their higher priorities. The result: lasting partnerships and consistently high-quality outcomes.





Core Objectives

Our Quality Control Program is anchored in four key goals:

Consistency

Deliver uniform, high-quality results across every project and service area.

Proactive Problem-Solving

Identify and resolve potential issues before they become disruptions.

Client Satisfaction

Build trust through transparency, on-time delivery, and clear communication.

Continuous Improvement

Refine processes using feedback and data to raise performance over time.

Technology That Enhances Quality

We leverage advanced tools to improve precision and efficiency. **GIS Mapping Systems** provide accurate inventories of trees, irrigation systems, and other landscape assets, enabling smarter resource allocation and better service outcomes.

Implementation Process

A strong Quality Control Program, paired with consistent reporting, is essential to the success of any service contract. Quality control ensures that work is performed to the highest standard, reducing costly errors and avoiding disruptions. Active reporting keeps clients informed in real time, building transparency and trust. Together, these practices create accountability, strengthen client relationships, and ensure that every project not only meets but exceeds expectations ultimately supporting both the client's goals and the long-term success of the partnership.



Work-in-Process Inspections

Account Managers perform both initial and ongoing inspections to confirm that all tasks meet established quality standards. Any deviations are immediately documented and corrected to keep projects on track.

Systematic Problem Resolution

When issues arise, they are quickly contained and resolved through repair, replacement, or rework. All completed corrections are re-inspected to ensure the problem is fully resolved and does not reoccur.

Management Monitoring

Supervisors provide an added layer of accountability by monitoring operations and ensuring strict adherence to quality plans. Their oversight applies proven problem-solving methods and process controls to maintain consistency.

Client Feedback Integration

Open and regular communication with clients ensures expectations are clear, progress is transparent, and feedback is continuously integrated. This proactive approach builds trust and drives ongoing improvement.

Quality Control Form Sample

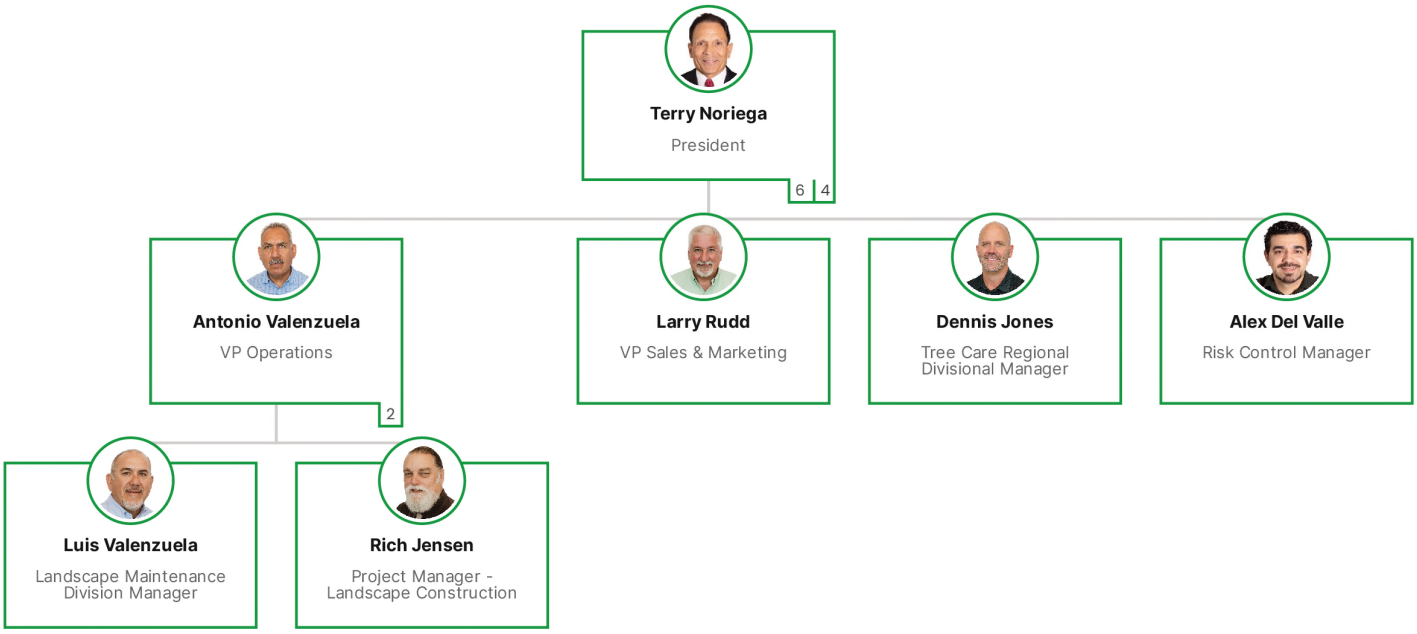
Inspected By: ***Inspection Date:***

Areas & Tasks:	***Current Quality?***			***Safety Hazards?***		***Site Name:***
						Acct. Mgr.:
Turf Areas	***Poor***	***Average***	***Excellent***	***Yes***	***No***	***Comments and Recommendations:***
Litter Control						
Turf Overall Health						
Mowing						
Edging & Detailing						
Chemical Edging and Detailing						
Broadleaf & Weed Control						
Irrigation System/Moisture Levels						
Soil compaction						
Fertilizations						
Pest Control						
Safety Clearance						
Shrubs & G.C Areas	***Poor***	***Average***	***Excellent***	***Yes***	***No***	***Comments and Recommendations:***
Shrubs & Hedges						
Ground-Covers						
Grasses & Sedges						
Roses						
Color Flowers						
Deadheading & Cleaning						
Weed Control						
Irrigation/Moisture Levels						
Mulching						
Pest Control						
Removal of Dead Plants						
Safety Clearance						
Litter Control						
Hardscapes, Playgrounds & Building	***Poor***	***Average***	***Excellent***	***Yes***	***No***	***Comments and Recommendations:***
Blowing						
Pressure Washing (If Applicable)						
Parking Lot Sweeping						
Weed Control						
High and Low Dusting						
Restroom Cleaning						
Gym Floor cleaning						
Ball Field prep.						
Safety Clearance						
Tot-Lot Maintenance						
D.G. and Concrete Areas						

SAMPLE

Corporate Organization and Experience

Mariposa Landscapes prides itself on a dynamic and experienced leadership team that drives operational efficiency and client satisfaction. Our organizational structure ensures streamlined communication and smooth project execution across all divisions, from operations to sales and maintenance. Below is our detailed organizational chart, followed by individual profiles of key leadership members, each presented in a concise and easy-to-reference format.



Leadership Profiles

Terry Noriega – President

Experience & Credentials



Terry has over 45 years of experience in landscaping, spanning installation, maintenance, and leadership. His relentless pursuit of knowledge and certification has shaped Mariposa's corporate culture.

- B.S. in Ornamental Horticulture: California State Polytechnic University, Pomona
- California Contractors Licenses: C-27, A, C61/D49, C-31
- Pest Control Advisor (6 Cat.) Qualified Pest Control Applicator (7 Cat.)
- Certified Landscape Technician in Ornamental and Turf Maintenance
- ISA Certified Arborist (WE-1182A)
- Arizona Contractor’s License (ROC178088 K-21)
- Pest Control Business License (8246)
- Member of the California Landscape Contractor’s Association
- Action Sales Training

Antonio Valenzuela – VP Operations

Experience & Credentials



Antonio has over 30 years of experience in landscape maintenance and irrigation. Rising from an Irrigation Technician to overseeing Mariposa's operations, he ensures the efficient execution of projects across all divisions. His expertise reinforces Mariposa's commitment to sustainability and operational excellence.

- Certified Landscape Technician in Ornamental and Turf Maintenance
- Pest Control Qualified Applicator (3 Categories)
- Certified Landscape Professional
- Backflow Certification – Los Angeles County
- Landscape Water Auditor – Cal Poly SLO

Larry Rudd – VP Sales & Marketing

Experience & Credentials



With over 45 years of experience in landscape installation, maintenance, and estimating, Larry has played a key role in Mariposa's business development. From laborer to VP, he has refined sales strategies and implemented profit-tracking systems that drive growth. He also contributes to the industry as an educator and certified professional across multiple disciplines.

- B.S. in Business Management – University of Phoenix
- Certified Landscape Technician
- Water Efficient Landscaper (WaterSense Certified)
- Arizona Certified Landscape Professional
- American Green Zone Alliance – Electric Equipment Certification
- Red Cross CPR Safety Trained
- Associate Instructor – Cal Poly Pomona, Cal State Fullerton

Dennis Jones – Tree Care Regional Divisional Manager

Experience & Credentials



With over 20 years in the landscape industry, Dennis specializes in arbor care and tree asset management. He leads Mariposa's tree division and GIS-based tree mapping projects, ensuring safe and efficient urban forestry management.

- B.S. in Urban Forestry – Cal Poly San Luis Obispo
- ISA Certified Arborist (WE-5700A)
- SA Qualified Tree Risk Assessment
- TCIA Certified Tree Safety Professional (843)
- Qualified Applicator License – Categories B, C & F
- Wildlife Protector Certification
- Notary Public

Luis Valenzuela – Landscape Division Manager

Experience & Credentials



Luis has over 25 years of experience in landscape and construction operations. Rising through the ranks at Mariposa, he now manages the maintenance division, ensuring high-quality service and operational efficiency. His expertise in irrigation, arboriculture, and business leadership plays a key role in the company's success.

- Qualified Applicator License – Category B
- Certified Landscape Technician – Irrigation
- ISA Certified Arborist (WE-8713A)
- Certification in Effective Business Leadership & Development – PDC/GCC

Alex Del Valle – Risk Control Manager

Experience & Credentials



Alex has over 13 years of experience in risk management and workplace safety. Since joining Mariposa, he has implemented training programs that have significantly improved safety metrics. His expertise ensures compliance and enhances overall workplace security.

- OSHA 30 Certified
- Certified Forklift Instructor
- Certified AHA CPR and First Aid Trainer

Rich Jensen – Project Manager, Landscape Construction

Experience & Credentials

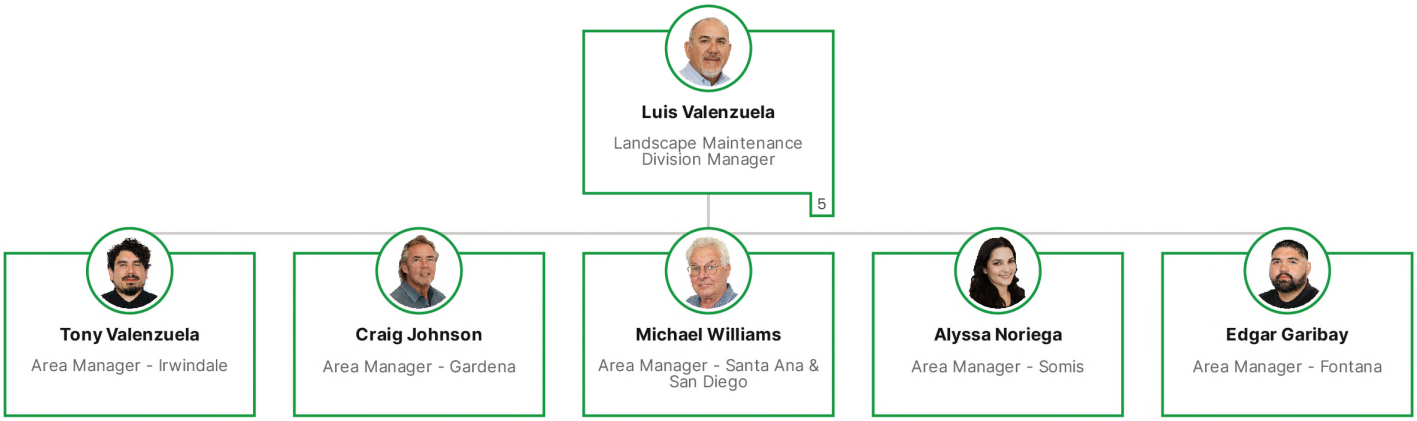


With over 30 years of experience in public works, commercial, and residential landscaping, Rich manages projects with a focus on safety, quality, and efficiency. He ensures successful project execution while upholding the highest industry standards.

- Qualified Applicator License – Category B
- Certified Landscape Technician – Ornamental Maintenance, Turf Maintenance
- Certified Arborist (WE-10222A)

Maintenance Division Organization & Experience

Mariposa Landscapes' Maintenance Division is led by a team of highly experienced professionals who ensure that every project is executed with precision, efficiency, and environmental responsibility. Our Area Managers bring decades of expertise in landscape maintenance, irrigation systems, and arbor care, providing leadership that upholds the company's reputation for excellence. Below are the profiles of our key maintenance personnel.



Area Manager Profiles

Alyssa Noriega – Area Manager Somis

Experience & Credentials



Alyssa Noriega has developed a deep understanding of landscape maintenance and client relations. Since transitioning from the estimating department to operations, she has excelled in customer service and project execution. She is currently pursuing her Pest Control Advisor certification to further enhance her expertise.

- B.S. in Business Administration, University of La Verne
- A.S. in Integrated Pest Management, Mt. San Antonio College
- Certified Qualified Water Efficient Landscaper
- Certified Level 1 - WeatherTRAK Basic Systems Training

Tony Valenzuela – Area Manager Irwindale



Experience & Credentials

Tony has over 12 years' experience in the landscape industry. As you can see from his certifications and training, Tony is always striving to add to his knowledge. He exemplifies Mariposa's key differentiator, horticultural knowledge and expertise. This is especially true when it comes to irrigation.

- Harvard Management Essentials Certified – Harvard Business School
- Qualified Applicator Certificate, Category B, C
- Pesticide IPM and Safety Schools Act trained
- Certified Landscape Technician, Exterior Maintenance
- Certified Landscape Manager, Exterior Maintenance
- EPA WaterSense – Qualified Water Efficient Landscape
- SDCWA San Diego – Recycled Water Site Supervisor Certified
- Irvine Ranch Water District Water Management Certified
- CIRT – Certified, Water Auditor, Installer & Repair Technician

Craig Johnson – Area Manager Gardena



Experience & Credentials

Craig Johnson brings over 40 years of experience in HOA and commercial landscape maintenance. His ability to manage large-scale operations with a customer-first approach ensures that clients receive the highest level of service. His extensive irrigation certifications enable him to implement cutting-edge water management solutions.

- Cal Poly Pomona – Ornamental Horticulture
- CPR Safety Trained
- Certified OSHA 8 & 10
- Certified in Basic WeatherTRAK System Introduction
- Certified in OptiFlow Installation and Programming
- WeatherTRAK Communication Training Completion
- Certified in OptiFlow Training – Level 2 OptiFlow Site Assessment

Michael Williams – Area Manager Santa Ana & San Diego

Experience & Credentials



Michael Williams brings over 45 years of experience in landscape management, irrigation design, and arbor care. His in-depth expertise allows him to oversee complex projects efficiently while ensuring high-quality service delivery.

- B.S. in Ornamental Horticulture, Cal Poly San Luis Obispo
- CPR Safety Trained
- Qualified Applicator License #133955
- San Diego County Water Authority (SDCWA) – Recycled Water Site Supervisor Certified

Edgar Garibay – Area Manager Fontana

Experience & Credentials



Edgar Garibay has over 15 years of experience in public works, commercial, and residential landscape maintenance and brings extensive expertise in all aspects of landscape operations to ensure consistent service quality and compliance.

- OSHA 30 Certified
- Qualified Applicator License
- CLP Certification
- NALP Certification
- CPR Safety Trained

Extra Work Pricing

At times, situations arise where work outside the original contract become necessary whether it's a client request for extra services or an unexpected emergency. **Our process is designed to ensure clarity and professionalism, founded on the principles of honesty with no surprises.** If any issue arises that changes the original scope, we will provide a revised proposal with clear explanations and supporting documentation (such as photos). No additional work will proceed until the client has reviewed and approved the updated scope and costs, ensuring full agreement before moving forward.

To handle these situations fairly and efficiently, Mariposa Landscapes follows a **simple and transparent process:**

4-Step Pricing Process

1. The scope of work is identified, and a "Not-to-Exceed" proposal is prepared.
2. The customer reviews and approves the proposal.
3. Work proceeds, with labor tracked and receipts documented.
4. Billing will **never** exceed the original proposal and will be either equal to or less than the proposed amount.

Before



After



8. Proposers Standards and Policies

Ethical Standards & Confidentiality Policies

Mariposa Landscapes adheres to strict ethical guidelines that emphasize honesty, transparency, and responsible decision-making. All employees are required to follow company policies that prohibit conflicts of interest, ensure compliance with local and state regulations, and maintain confidentiality regarding all city information, site data, and communications shared over the course of the contract. Proprietary city information is safeguarded through controlled access, staff training, and adherence to our internal Information Handling and Confidentiality Policy, which outlines expectations for data protection and professional conduct.

Managerial Philosophy

Our managerial approach is centered around proactive communication, accountability, and hands-on supervision. Each project is led by an experienced Project Manager and supported by a dedicated Foreman who provides daily oversight. We believe in maintaining open lines of communication with the city representative, consistently monitoring performance, and resolving issues quickly and effectively. Regular site walks, performance tracking, and monthly reporting help ensure transparency and alignment with city expectations.

Customer Service Standards

Mariposa Landscapes prioritizes exceptional customer service across all levels of our organization. We emphasize responsiveness, professionalism, and solution-focused communication. Our customer service standards include:

- Timely responses to service requests
- Clear and consistent communication with designated city staff
- Professional conduct by all field and administrative employees
- Prompt resolution of concerns and documented follow-up

These standards are incorporated into employee training, performance reviews, and operational procedures.

Service Quality Standards

Quality control is maintained through structured maintenance practices, routine inspections, and adherence to industry best management practices (BMPs). Each crew is trained to maintain landscapes safely, efficiently, and to the visual and horticultural standards expected by the city. Quality expectations are reinforced through:

- Weekly site inspections by the Foreman
- Monthly evaluations by the Project Manager
- Seasonal adjustments based on horticultural needs
- Documentation of completed work and corrective actions

Evaluation and Maintenance of Standards

Mariposa Landscapes maintains its standards through:

- Employee training and certifications (irrigation, equipment operation, safety, arboriculture)
- Internal quality audits conducted by management
- Performance metrics and reporting reviewed with the city
- Regular communication meetings with city staff
- Continuous improvement practices based on feedback and site conditions

Supporting Professional Memberships, Training, and Qualifications

a. Membership / Good Standing with Customer Service–Focused Organizations
Mariposa Landscapes maintains long-term good standing with the Better Business Bureau, reflecting our commitment to ethical business practices and strong customer service.

b. Membership / Good Standing with Professional Industry Organizations
We maintain membership in several professional organizations that promote ethical standards, training, and service excellence, including:

- California Landscape Contractors Association (CLCA)
- International Society of Arboriculture (ISA)
- Irrigation Association
- Public works and municipal-focused associations through which staff receive ongoing education

c. Employee Training and Education
Mariposa Landscapes invests heavily in continuous education to maintain high customer service and quality standards. Our workforce receives training in:

- Customer service and communication
- Irrigation management and water conservation
- Equipment operation and safety
- Horticultural practices and pruning standards
- Chemical application (as applicable)
- Quality control procedures
- OSHA safety standards and injury/illness prevention
- Certified arborist and irrigation technician programs

Training is documented and updated as needed to ensure that all employees, including subcontractors when used, meet the expectations set forth by the city and industry best practices.

Equipment and Facilities

Mariposa Landscapes Inc. operates a modern fleet of vehicles and equipment—**all less than five years old** and serviced regularly by our in-house mechanics to ensure peak reliability. We offer large capacity mowing equipment **that most competitors can't match,** giving us a unique edge in efficiently maintaining large sites. Every crew truck is outfitted with essential hand tools, a First Aid kit, water, and clear safety instructions in case of emergencies. **Our investment in top-tier equipment and quick-response support means we consistently meet or exceed city standards—delivering dependable, high-quality results, every time**

To ensure uninterrupted service:

- We staff a full team of experienced mechanics
- Maintain a stock of backup equipment, ready when needed
- Station mechanics within 30–60 minutes of every site

Anticipated Project Specific Equipment

The following list is a working outline and may be refined with approval from designated representatives. Any adjustments will be made thoughtfully to ensure alignment with operational needs and project goals.

Regular Vehicles		Periodic Vehicles	
QTY	**Vehicles**	**QTY**	**Vehicles**
2	Truck Chevy, Dbl Cab, Landscape body	**1**	Truck Chevy, Dbl Cab, Landscape body
2	Truck Toyota Tacoma w/Irrigation Setup	**1**	Truck Isuzu Crew Cab w/Lndskp Dump
2	Truck Chevy, ½ Ton		

Regular Equipment		Periodic Equipment	
QTY	**Equipment**	**QTY**	**Equipment**
5	Blower backpack, 2x battery powered	**1**	Tractor Kubota PTO HP-40
3	Trimmer String, 2x battery powered	**1**	Trailer Flat Bed, 9999 GVWR
3	Hedge Trimmer, 2x battery powered	**1**	Dethatched Combo, Puruzzu
3	Edger, 2x battery powered	**1**	Carbon Monoxide Generator
2	Trailer 82” x 16”		
2	Evo 74 Ztr - Ride-on mower		
1	Rival 60"- Ride-on mower		

Service Facility

Serviced by Mariposa Landscapes Inc. – **Santa Ana Branch**

Located 13 miles from your site!

Our Santa Ana location is strategically positioned to serve your project with responsiveness, efficiency, and trusted expertise. Backed by 45 years of experience, our team delivers high-quality landscape maintenance for commercial and municipal clients throughout Southern California. Our licensed professionals ensure consistent results, supported by proactive communication and a dedicated account manager to guarantee your satisfaction.

Branch Information

1107 E Walnut St,

Santa Ana, CA 92701

Tel: (714) 352-2297

Fax: (714) 352-2298

Primary Contact

Michael Williams, Area Manager

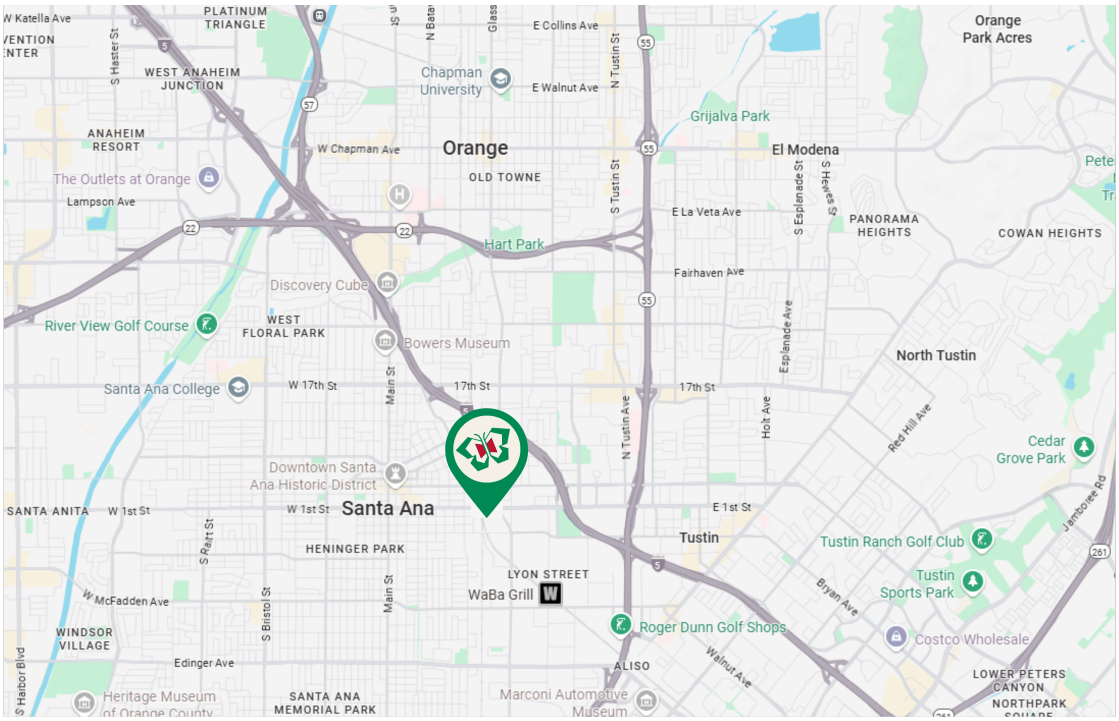
Phone: (626) 347-6238

Email: michael.williams@mariposa-ca.com

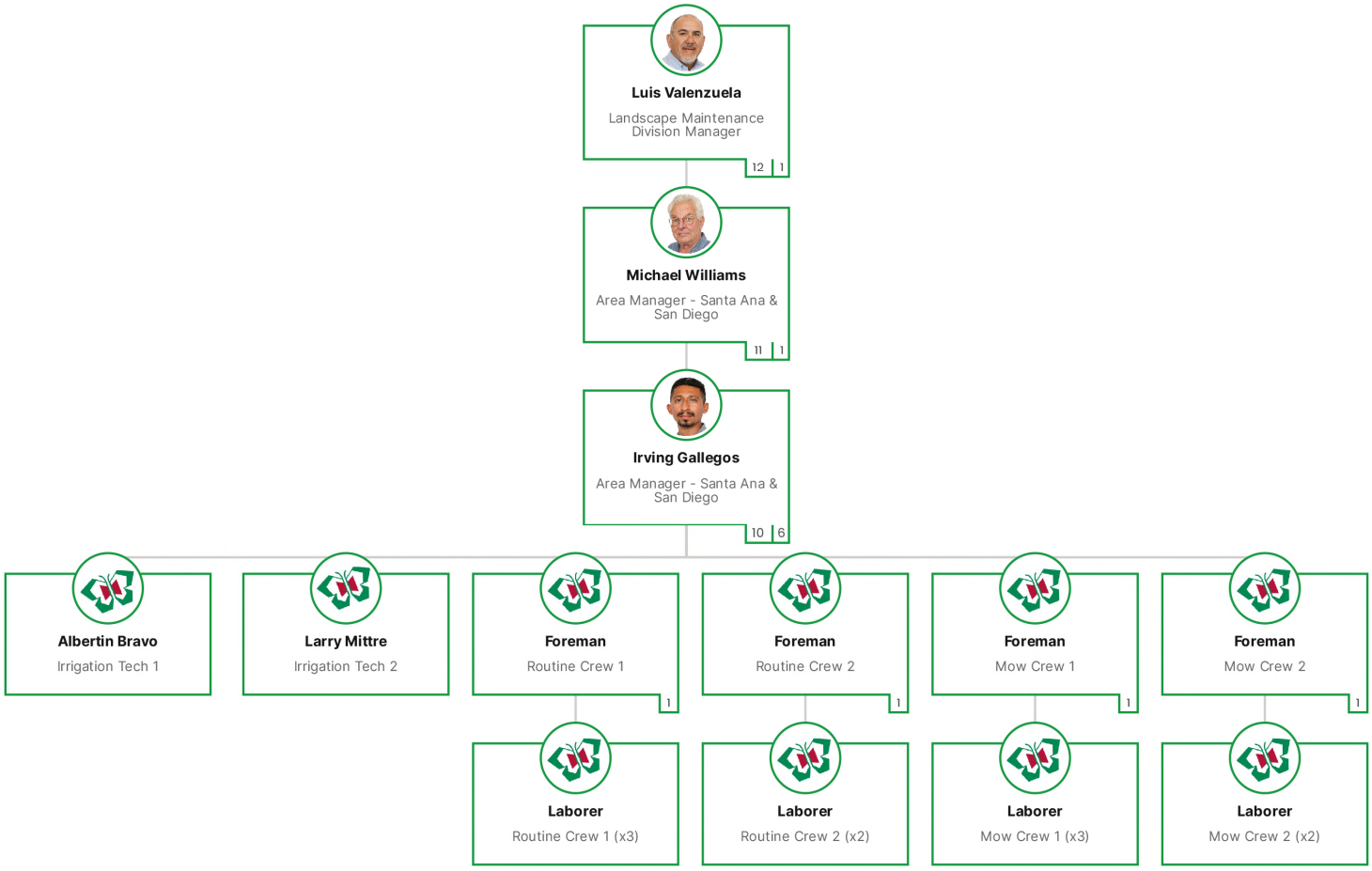
Irving Gallegos, Account Manager

Phone: (626) 392-3006

Email: irving.gallegos@mariopsa-ca.com



Contractor Personnel



Michael Williams – Area Manager Santa Ana & San Diego

Experience & Credentials



Michael Williams brings over 45 years of experience in landscape management, irrigation design, and arbor care. His in-depth expertise allows him to oversee complex projects efficiently while ensuring high-quality service delivery.

- B.S. in Ornamental Horticulture, Cal Poly San Luis Obispo
- CPR Safety Trained
- Qualified Applicator License #133955
- San Diego County Water Authority (SDCWA) – Recycled Water Site Supervisor Certified

Irving Gallegos – Account Manager Santa Ana & San Diego

Experience & Credentials



Irving has been dedicated to the landscape industry for over 17 years with the last 7 years with Mariposa Landscape. His design / build capabilities are second to none. Exemplary client and staff relationships are the key to his success. His commitment to Safety, Teamwork, Quality and Integrity is an asset to Clients and Mariposa

- Qualified Applicators License, B, # 144288
- Horticulture and Landscape design certificate, Saddleback College.
- California Friendly Landscape training program.
- Safe Work Zone, trained.
- CPR and Safety trained.
- OSHA 10 Hour – Construction Safety
- QWEL Qualified Water Efficient Landscaper, MWD of Southern California.
- CLCA / QWEL Water Efficient Landscape, Certified Water Manager
- Recycled Water Site Supervisor Certified, City of San Diego PUD
- Fluent in both English & Spanish
- AS Degree in Business Management, Saddleback College, 2025
- AS Degree, Sustainable Landscape Design. Saddleback College.

Ongoing Training

- Qualified Pesticide Applicators Professional program
- Irrigation Association – Water Auditor certification
- Weathertrack – Hydropoint controller management

Albertin Bravo – Irrigation Technician

Experience & Credentials

- Over 10 years of experience in the landscape industry with knowledge in landscape irrigation troubleshooting repair an maintenance
- CPR Safety Trained
- BTI Certified

Ongoing Training

- CLCA/Qwel Dual Certification
- CPR and Safety trained
- Safe Work Zone / Traffic Control

Larry Mittre – Irrigation Technician

Experience & Credentials

- Minimum 3 years of experience in the landscape industry with knowledge in landscape irrigation troubleshooting repair
- CPR Safety Trained

Ongoing Training

- CLCA/Qwel Dual Certification
- CPR and Safety trained
- Safe Work Zone / Traffic Control

Foreman - TBD

Experience & Credentials

- Minimum 3 years of experience in the landscape industry with knowledge in landscape maintenance
- CPR Safety Trained

Ongoing Training

- CPR and Safety trained
- Safe Work Zone / Traffic Control

Laborer - TBD

Experience & Credentials

- Minimum 1 year of experience in the landscape industry with knowledge in landscape maintenance
- CPR Safety Trained

Ongoing Training

- CPR and Safety trained
- Safe Work Zone / Traffic Control

Mariposa Landscapes, Inc. will provide landscape maintenance services in full compliance with the specifications and performance standards set forth in the City of Buena Parks' RFP. Our approach integrates experienced personnel, clear communication, consistent supervision, and a comprehensive quality assurance/quality control (QA/QC) program to deliver reliable, high-quality service throughout the contract term. In preparation for this proposal, the Sales & Marketing Manager, Landscape Maintenance Division Manager, Area Manager, and Account Manager reviewed the project specifications and conducted site visits to develop a detailed work plan that meets all requirements outlined by the city.

Proposed Staffing Breakdown & Duties

Position Title	Description of Work
Account Manager	The Account Manager is responsible for overseeing the entire project, ensuring crews consistently meet contract specifications and client expectations. They act as the contract expert, fully prepared to address questions regarding project details and requirements. In addition, the Account Manager develops proposed staffing plans and work schedules for client approval, and coordinates job walks as part of the Quality Control Program to verify performance and maintain high standards.
Irrigation	
Irrigation Tech	The Irrigation Technician is responsible for monitoring and maintaining irrigation systems, (when approved by city) performing minor repairs, and managing system operation during events. They report directly to the Account Manager.
Routine Crew	
Foreman *Routine Crew*	The Routine Crew Foreman is responsible for supervising daily landscape maintenance activities, including litter removal, annual color installations, pruning, trimming, and hardscape maintenance. The Foreman leads field crews, coordinates daily work assignments, and ensures all maintenance tasks are performed safely, efficiently, and in accordance with contract and company standards. Additional responsibilities include transporting crew members to assigned sites, documenting completed work, identifying and reporting hazardous conditions, and maintaining direct communication with the Account Manager to support consistent service quality and responsiveness.
Laborer *Routine Crew*	Routine Crew Laborers support daily landscape maintenance by performing routine and detail-oriented tasks, including litter removal, annual color installations, pruning, trimming, and upkeep of hardscape areas. Laborers work under the direction of the Foreman to ensure all assigned tasks are completed safely, efficiently, and in accordance with company standards.

Mow Crew	
Foreman *Mow Crew*	The Mow Crew Foreman is responsible for supervising weekly turf maintenance operations and leading the mow crew during scheduled service days. Duties include coordinating and executing mowing, edging, trimming, and related litter removal for all city locations. The Foreman ensures crew safety, productivity, and quality control while assisting with equipment operation and site cleanup as needed. They document completed work, identify and report hazardous conditions, and maintain clear communication with the Account Manager to ensure services are performed efficiently and in accordance with company and City standards.
Laborer *Mow Crew*	Mow Crew Laborers provide weekly landscape maintenance services focused on turf care. Duties include operating mowers, edging, trimming, and performing litter removal related to mowing activities. Additional responsibilities may include basic site cleanup and detail work necessary to leave all areas clean and well-maintained following service. Mow Crew Laborers work under the direction of the Foreman to ensure all tasks are completed safely, efficiently, and in accordance with company standards.
Seasonal Crew	
Laborer *Seasonal*	Seasonal Laborers support daily landscape maintenance by performing routine and supplemental tasks, including annual color installations or plantings, growing-season pruning, vine trimming, and tree safety clearance. Responsibilities may also include mowing-related duties such as operating mowers, edging, aeration, fertilization, and litter control as needed. Seasonal Laborers work under the direction of the Foreman to ensure all assigned tasks are completed safely, efficiently, and in accordance with company standards.

Evidence of Insurance

Please see following pages

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/01/2025

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
	INSURERS AFFORDING COVERAGE — NAIC #
	INSURER A: FEDERATED SERVICE INSURANCE COMPANY — 28304
INSURED MARIPOSA LANDSCAPES INC 6232 SANTOS DIAZ ST IRWINDALE, CA 91702-3267	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 616** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	6069499	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	6069499	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION	N	N	6069500	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

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

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER

A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS. 616 0

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nicholas R. Tower

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2025

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

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

PRODUCER
Venbrook Insurance Services
6320 Canoga Avenue, 12th Floor
Woodland Hills, CA 91367

www.venbrook.com CA Lic No. 0D80832

CONTACT NAME: Windy West
PHONE (A/C, No, Ext): 818-598-8942 **FAX (A/C, No):**
E-MAIL ADDRESS: WWest@venbrook.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mariposa Landscapes, Inc.
6232 Santos Diaz St.
Irwindale CA 91702

COVERAGES **CERTIFICATE NUMBER:** 84570250 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		JWC 9800084-10	4/1/2025	4/1/2026	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Proof of Insurance

CERTIFICATE HOLDER

Mariposa Landscapes, Inc.
15529 Arrow Highway
Irwindale CA 91706

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Windy West

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Sample Professional Services Agreement

Mariposa Landscapes, Inc. has no exceptions or conditions to the provided sample professional services agreement

Exhibits

Please see the following pages

Statement of Acknowledgement (Exhibit C)

Please see the following pages

EXHIBIT C

Statement of Acknowledgement

STATEMENT OF ACKNOWLEDGMENT

Proposer acknowledges that he/she has read and fully understands all aspects of the RFP process, including but not limited to evaluation standards as set forth in this RFP package, and further agrees and understands that the City Council retains sole discretion to pick the Proposer which in the City Council's judgment is best qualified to perform janitorial services for the City of Buena Park.

I, the proposer, declare under penalty of perjury, that the information presented in this proposal is accurate and true to the best of my knowledge. I am aware that should any information be found false, the City of Buena Park may pursue any and all remedies authorized by law, which shall include the right, at the option of the City of Buena Park, of declaring any Contract made as a result thereof void.

IF OWNER:

Not Applicable

Signature of Owner Date

IF PARTNERSHIP:

Not Applicable

Signature of Partner (General Partner) Date

IF CORPORATION:

2/9/2026

Signature of President Date Terry Noriega, President

2/9/2026

Signature of Secretary Date Theresa Lu, Chief Financial Officer

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On 02/09/2026 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

NRO1 TIMOTHY CHANG COMM. #2491150 Notary Public - California Los Angeles County My Comm. Expires May 25, 2028 NRO1

Signature _____ **(Seal)**

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On 02/09/2026 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

NRO1 TIMOTHY CHANG
COMM. #2491150
Notary Public - California
Los Angeles County
My Comm. Expires May 25, 2028 NRO1

Pricing Proposal Form (Exhibit D)

Please see the following pages

EXHIBIT D

Pricing

I.	Year 1 Monthly Cost:	$ 99,725.00
	*Total Cost: 4/1/26 thru 6/30/27:	$ 1,495,875.00
II.	Year 2 Monthly Cost:	$ 103,335.00
	Total Cost: 7/1/27 thru 6/30/28:	$ 1,240,020.00
III.	Year 3 Monthly Cost:	$ 106,043.00
	Total Cost: 7/1/28 thru 6/30/29:	$ 1,272,516.00

*Note: Landscaping services are scheduled to begin April 1, 2026. As such, the total duration and cost for services provided in Year 1 by the proposer will be extended to a period of 15 months from April 1, 2026, to June 30, 2027, the end of the 2026-27 fiscal year.

Cost Alternates

(Items already included in lump sum annual costs. City can increase/decrease at its discretion)

1. One round of fertilization of turf at all parks and facilities (not including sports fields at Bellis, Peak, Boisseranc, and San Antonio parks)
    a. $ 23,000 per fertilization
2. One round of fertilization of turf at sports fields at Bellis, Peak, Boisseranc, and San Antonio parks
    a. $ 10,000 per fertilization
3. One round of aeration of turf at sports fields at Bellis, Peak, Boisseranc, and San Antonio parks
    a. $ 3,500 per aeration
4. One round of vertical mowing/renovation of turf at sports fields at Bellis, Peak, Boisseranc, and San Antonio parks
    a. $ 3,500 per vertical mowing/renovation
5. Wage per laborer
    a. $ 48.00 per hour
    b. $ 99,840 per year
6. Wage per foreman
    a. $ 58.00 per hour
    b. $ 120,640 per year
7. Wage per irrigator
    a. $ 75.00 per hour
    b. $ 156,000 per year
8. Cost per sq. ft per month for weekly maintenance of items listed should the City increase/decrease landscape maintenance sq. footage temporarily (i.e. -due to construction)
    a. $ 0.015 hardscape per sq. ft per month
    b. $ 0.015 turf per sq. ft per month
    c. $ 0.025 planters per sq. ft per month

Addenda

Please see the following pages

FEBRUARY 5, 2026

NOTICE TO PROPOSERS

ADDENDUM NO. 1
For

LANDSCAPE MAINTENANCE SERVICES

REQUEST FOR PROPOSAL NO. PW 26-01

This addendum addresses language changes to EXHIBIT A – Specifications. – Page 2

GENERAL REQUIREMENTS

- **Current RFP language:** The General Manager or representative is required to attend scheduled monthly meetings with the Operations Manager or representative thereof. Failure to attend will cause an assessment of ~~one hundred~~ dollars ($200.00).

- **Revised Language should read:** Failure to attend will cause an assessment of two hundred dollars ($200.00).

SUPERVISION

- **Current RFP language:** The contractor shall provide a responsible competent supervisor ~~on the job site each workday~~ during work hours, who can clearly communicate with the Operations Manager. The supervisor shall have experience and be technically trained in landscape maintenance work. The supervisor shall be equipped with a cell phone so they can be contacted at any time by the Operations Manager or representative thereof.

- **Revised language should read:** The contractor shall provide a responsible competent supervisor ~~on the job site each workday~~ during work hours, who can clearly communicate with the Operations Manager. The supervisor shall have experience and be technically trained in landscape maintenance work. The supervisor shall be equipped with a cell phone so they can be contacted at any time by the Operations Manager or representative thereof. The supervisor will routinely review work to ensure that crews are performing to the level dictated in the scope of services.

The following companies were in attendance at the mandatory proposers' conference:

Company:
DMS Facility Services
Elite Maintenance & Tree Service
Greenfield Landscaping
Landscape West Mgmt. Services
Mariposa Landscapes, Inc.
MCE Corporation
Merchants Landscaping
Nieves Landscape LLC
Parkwood Landscape Maintenance Inc.
SGD Enterprises
So Cal Land Maintenance

REMINDER:

Proposals due Wednesday, February 11, 2026, before 11:00 AM PST

Proposers must be registered as a "Prospective Bidder" on PlanetBids.

Financial Capability

City of BUENA PARK

Procurement Division

February 26, 2026

The City of Buena Park has completed its phase #1 evaluation of Request for Proposals RFP No. PW 26-01 for Landscape Maintenance Services. Ten (10) proposals were received and evaluated.

Based on the evaluation criteria found on pages 8 to 12 in the RFP document and analysis of responses, the City has selected the top 3 scoring vendors to participate in the finalist interviews/on-site presentations to take place the week of March 2nd. Finalists will be notified of their interview date and time.

In alphabetical order, the following are the top 3 finalists selected to advance to the interviews / presentations phase:

Mariposa Landscapes, Inc. 6232 Santos Diaz Street Irwindale, CA 91702
Merchants Landscape Services, Inc. 1510 S. Lyon Street Santa Ana, CA 92705
Parkwood Landscape Maintenance, Inc. 16443 Hart Street Van Nuys, CA 91406

The City of Buena Park regards your firm as an important and valuable goods/services provider. We thank you for your participation in this process and appreciate the effort that goes into providing a response and proposal.

Sincerely,

Mark L. Averell, CPPO
Purchasing Manager
City of Buena Park
(714) 562-3740
maverell@buenapark.com

City of BUENA PARK

Purchasing Division

March 11, 2026

Subject: Landscape Maintenance Services- Request for Proposal (RFP) No. PW 26-01
Notice of Intent to Award

Dear Valued Proposer,

The purpose of this letter is to inform you that the final evaluation of proposals submitted in response to the subject RFP has been completed.

The Evaluation Committee has evaluated all proposals in accordance with the evaluation criteria set forth in the RFP, along with conducting interviews with all finalists. (See attached scoring sheet)

Pending City Council approval on Tuesday, March 24, 2026 the City will be entering into an agreement with Mariposa Landscapes, Inc to provide Landscape Maintenance Services for the City of Buena Park.

The City of Buena Park would like to thank you for your proposal and your interest in this engagement.

Should you have any questions regarding this letter, please feel free to contact me at directly at (714) 562-3740 or via email at maverell@buenapark.com.

Sincerely,

Mark L. Averell, CPPO
Purchasing Manager
City of Buena Park
(714) 562-3740
maverell@buenapark.com

Request for Proposals (RFP) PW 26-01
Landscape Maintenance Services

			Mariposa	Merchants	Parkwood
Evaluation Criteria	Possible Points		Committee Average Scores	Committee Average Scores	Committee Average Scores
Understanding / Approach	25		21.42	17.58	19.75
Demonstrated competence/ Experience	30		24.83	18.17	23.93
Personnel	20		15	14	15.33
Cost	25		23	25	22.1
LVP / DVBE	5			5	
Total Possible Points	105		**84.25**	79.75	81.11

March 24, 2026
NEW BUSINESS
Item No. 5C.

City Council Agenda Report

REORGANIZATION PLAN FOR THE COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT'S BUILDING DIVISION AND APPROVAL OF A BUDGET ALLOCATION TO ADD ONE ADDITIONAL SENIOR BUILDING INSPECTOR/PLAN CHECKER POSITION

PREPARED BY	PRESENTED BY
Rebecca Valdez, Human Resources Manager	Rebecca Valdez, Human Resources Manager
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/Human Resources Director	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve reclassifying one Building Inspector position to Senior Building Inspector/Plan Checker position in the Building Division of the Community and Economic Development Department; and 2) Appropriate funds in the amount of $30,000 annually from the undesignated General Fund balance to allocate funding for the reclassified Senior Building Inspector/Plan Checker position.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The Building Division requires senior-level technical expertise for complex multi-family residential, mixed use, commercial and industrial projects requiring advanced code interpretation; plan checking capacity to support permit counter operations; technical guidance for entry-level Building Inspector and Building Permit Technician staff; and departmental continuity and succession planning.

The addition of a second Senior Building Inspector/Plan Checker position will provide structural stability to the Building Division. As project complexity continues to increase, having adequate senior-level technical capacity ensures consistent code interpretation and reduces the City's exposure to risk in life-safety and structural compliance areas.

This addition will also improve operational resiliency. Currently, advanced plan review and complex field interpretation responsibilities are concentrated in a limited number of individuals. Expanding senior-level capacity reduces single-point dependency and ensures continuity of service during absences, peak workload periods, or emergency response situations.

From a service delivery standpoint, enhanced in-house plan checking capability supports timely permit issuance, reduces turnaround times, and helps maintain customer service standards. Maintaining this expertise internally also reduces reliance on external consultants and preserves institutional knowledge within the organization.

In addition, establishing additional senior-level capacity supports retention of experienced inspection staff and the preservation of institutional knowledge. Providing a defined advancement path helps maintain stability within the division, reduces turnover-related disruption, and protects the City's investment in training and professional development.

Finally, this action supports long-term succession planning. Building safety is a highly technical discipline, and developing senior-level staff strengthens leadership depth within the division while maintaining operational continuity.

The Human Resources Department recently completed a review of staff's succession plan, department goals, and priorities. As a result, staff recommends the reclassification of one Building Inspector to the upgraded position of Senior Building Inspector/Plan Checker position, ensuring the organizational structure provides for the delivery of exceptional services to the community.

The Human Resources Department recommends the Community and Economic Department staffing proposal listed below.

BUILDING DIVISION – CURRENT STAFFING

Building & Safety Manager (1)

Principal Plan Check Engineer (1)

Senior Building Inspector/Plan Checker (1)

Building Inspector (2)

Permit Technician (2)

Permit Technician P/T (1)

Total Current Positions – 8

BUILDING DIVISION – PROPOSED STAFFING

Building & Safety Manager (1)

Principal Plan Check Engineer (1)

Senior Building Inspector/Plan Checker (2)

Building Inspector (1)

Permit Technician (2)

Permit Technician P/T (1)

Total Current Positions – 8

BUDGET IMPACT

The new Senior Building Inspector will cost approximately $184,000 annually in salary and benefits, as illustrated below. Staff recommends reclassifying one current Building Inspector position to fund most of this request. Staff recommends a budget amendment in the amount of $30,000 annually from the undesignated General Fund balance for the difference in salary and benefit cost to reclassify the position.

Senior Building Inspector/Plan Checker: ($184,000)

Building Inspector: $154,000

Total Annual Amount Needed to Reclassify Building Inspector to Senior Building Inspector/Plan Checker: ($30,000)

March 24, 2026
NEW BUSINESS
Item No. 5D.

City Council Agenda Report

AMENDMENT NO. 3 TO THE PURCHASE AND SALE AGREEMENT FOR CITY OWNED PROPERTY AT 7860 BEACH BOULEVARD

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) Approve the Third Amendment to the Purchase and Sale Agreement with KB Acquisitions, LLC, for the sale of the City-owned property located at 7860 Beach Boulevard (the “Property”); 2) Authorize the City Manager and City Attorney to make non-monetary changes to the agreement and associated documents that are reasonably necessary to facilitate the transaction; and, 3) Authorize the City Manager and City Clerk to execute the Third Amendment and associated documents needed to facilitate the closing in a form approved by the City Attorney.

PREVIOUS CITY COUNCIL ACTION

The City Council approved the Purchase and Sale Agreement, Development Agreement and Variance for a new Home-2-Suite hotel on March 26, 2024.

DISCUSSION

The Project site consists of a 1.45-acre parcel on the east side of Beach Boulevard, north of La Palma Avenue. The property is within the Entertainment Corridor Specific Plan (ECSP), Sub-District C-1a and has a General Plan Land Use Designation of Tourist-Entertainment (TE). The site is currently vacant but was previously developed with a 70-room motel.

The Project consists of a six-story, 140-room Hilton (Home-2-Suites) hotel, parking, landscaping and supporting amenities. A lower lobby and entrance bag-drop are provided on the ground level while the main lobby, lounge, pool, meeting rooms and primary guest amenities are located on the second level. Floors three through six consist of guest rooms and back-of-house areas for hotel staff. The total building square footage is just over 100,000 square feet and the total building height is 75-feet. Vehicular access to the site is from Beach Boulevard via a driveway on the south side of the property.

Purchase and Sale Agreement Amendment

Pursuant to the Purchase and Sale Agreement, the Buyer has agreed to purchase the property for two million two hundred seventy-five thousand dollars ($2,275,000), with an initial deposit of one hundred thousand dollars ($100,000). The deposit was paid, and escrow was opened shortly after the City Council approval of the Purchase and Sale Agreement (PSA) in 2024; however, the developer experienced delays in working with the architect to finalize project costs, identifying and finalizing lending partners, and completing the documentation required by the City in order to close escrow. As a result, the parties identified the need to extend the closing date and, pursuant to the terms of the PSA, in March 2025 the City Manager authorized an initial extension of the outside closing date. Following the initial extension, the Developer continued to make substantial progress towards satisfying closing conditions and a second extension of the closing date was approved in October 2025.

As of the date of this report, the Developer has completed the majority of conditions to closing escrow (including financial commitments), with the final component being the construction plans which are in final stages of building plan check with the City. The City is currently reviewing the most recent plan check submittal and expects to wrap up the plan check process in the next few weeks. The PSA schedule of performance has been updated to reflect the new projected date for plan check completion.

To afford the parties time to finalize/approve the final building plans for the project, the Developer is requesting, and staff recommends, approval of a Third Amendment to the PSA; the sole purpose of which will be to approve a final extension of the outside closing date and corresponding revisions to the project schedule (Attachment 1). The City and Developer are confident that this final extension will allow the Developer to close escrow and, promptly thereafter, commence construction of the Project. In the unlikely event that the Developer is unable to perform, the City retains the ability to terminate escrow should closing conditions fail. In the unlikely event the Developer fails to pursue construction of the Project after the closing, the City has various remedies including the right to reacquire Developer's interest in the property.

BUDGET IMPACT

There is no budget impact associated with this action.

Attachments

Attachment 1 - 3rd Amendment to Kingsbarn PSA.pdf

THIRD AMENDMENT TO AGREEMENT FOR THE PURCHASE, SALE, AND DEVELOPMENT OF REAL PROPERTY
7860 BEACH BOULEVARD, BUENA PARK, CALIFORNIA

This THIRD AMENDMENT TO AGREEMENT FOR THE PURCHASE, SALE, AND DEVELOPMENT OF REAL PROPERTY (this "Amendment") is dated as of March 24 , 2026 (the "Effective Date"), and entered into by and between the CITY OF BUENA PARK, a California municipal corporation ("City"), and KB ACQUISITIONS, LLC, a Nevada limited liability company, or its Assigns ("Developer"). At times herein City and Developer are individually referred to as a "Party" and jointly as "Parties."

RECITALS

(A) City, as owner and seller, and Developer, as purchaser and developer, have heretofore entered into that certain AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY dated as of March 26, 2024, as amended by that certain FIRST AMENDMENT TO AGREEMENT FOR THE PURCHASE, SALE, AND DEVELOPMENT OF REAL PROPERTY dated March 2025, further amended by that certain SECOND AMENDMENT TO AGREEMENT FOR THE PURCHASE, SALE AND DEVELOPMENT OF REAL PROPERTY, dated October 17, 2025 (collectively the "Agreement") pursuant to which City agreed to sell and Developer agreed to purchase for development that certain real property located at 7860 Beach Boulevard, Buena Park, California (APN 136-231-35), as such real property is legally described in Exhibit "A" to the Agreement (the "Property").

(B) The Agreement includes a "Schedule of Performance" with deadlines for the Parties to complete performance of the various conditions precedent to the Closing detailed therein, and for Developer to commence and complete development of the Property after the Closing.

(C) Having made progress towards during satisfying certain conditions precedent to the Closing on or before the date required in the Schedule of Performance, Developer has requested that City approve an extension of certain other deadlines in the Schedule of Performance as outlined in Exhibit A attached hereto.

(D) City, having consulted with and obtained authorization from the Buena Park City Council, is willing to approve said extension pursuant to Section 5.C. of the Agreement, subject to the terms and conditions in this Amendment.

(E) This Amendment shall constitute "Additional Instructions" to Escrow for purposes of Section 4.A of the Agreement and a written amendment to the Agreement for purposes of Section 11.V. of the Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, City and Developer Buyer agree as follows:

AGREEMENT

1. Recitals Incorporated. The Parties agree that the foregoing recitals are true and correct and therefor incorporated as a substantive part of this Amendment.

2. Definitions. Except as modified herein, capitalized terms or phrases used in this Amendment shall have the meaning given in the Agreement.

3. Amended Schedule of Performance. The "Schedule of Performance" defined in Section 5.C of the Agreement and set forth in Exhibit "E" to the Agreement, is hereby replaced and superseded by the "Third Amended Project Schedule" that is attached as **Exhibit "A"** to this Amendment and incorporated fully herein by this reference.

4. Amended Outside Closing Date. Section 4.D. (Outside Closing Date) of the Agreement is hereby deleted and replaced in its entirety with the following:

> D. Outside Closing Date. Unless extended by the prior mutual written agreement of the Parties, the Closing shall occur no later than the date for such event set forth in the Schedule of Performance, after such date either Party may terminate this Agreement for convenience pursuant to Section 9.A. The Parties may extend deadlines associated with conditions to Closing listed in Section 4.G. upon mutual written agreement

5. Execution in Counterparts and by Fax/Email. This Amendment may be validly executed and delivered by electronic signatures, facsimile transfer/e-mail and/or portable document format (collectively, "*Electronic Copy").* Any signer who executes this document and transmits this document by Electronic Copy intends that the Electronic Copy of their signature is to be deemed an original signature for all purposes. Any such Electronic Copy printout and any complete photocopy of such Electronic Copy printout are hereby deemed to be an original counterpart of this document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Delivery to Escrow. Developer shall deliver a copy of this Amendment to Escrow upon full execution by the Parties.

7. Incorporation. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect and are incorporated into this Amendment by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date and year first-above written.

SELLER:

CITY OF BUENA PARK, a California municipal corporation and charter City

_____
Aaron France, City Manager

ATTEST:

_____
Adria Jimenez, City Manager

APPROVED AS TO FORM:
ALVAREZ-GLASMAN & COLVIN

_____
Christpoher Cardinale, City Attorney

DEVELOPER:

KB ACQUISITIONS, LLC, a Nevada limited liability company

_____
Jeffrey A. Pori, Manager

EXHIBIT A" – THIRD AMENDMENT
[Replacing and Superseding EXHIBIT "E" to Agreement]

THIRD AMENDED PROJECT SCHEDULE

	Item To Be Performed	**Time to Perform / Deadline**	**Agr. Reference**	**Status as of First Amendment**
1.	Execution of Purchase & Sale Agreement ("PSA") to trigger "Effective Date"	N/A	N/A	COMPLETE
2.	Opening Escrow	Effective Date + 5 business days	4.A.	COMPLETE
3.	City Files SLA Documents with HCD	Effective Date + 10 days	4.G(3)	COMPLETE
4.	City Discloses Property-Related Documents to Developer	Effective Date + 10 business days	4.G(2)(a)	COMPLETE
5.	City Discloses Preliminary Title Report	Effective Date + 15 days		COMPLETE
6.	Developer Submits Initial Sources and Uses Summary	Effective Date + 60 days	4.G(5)(b)	COMPLETE
7.	Developer's Contingency Date	Effective Date + 60 days	2	COMPLETE
8.	City's Issuance / Developer Obtain Project Entitlements	August 1, 2025	4.G(4)	COMPLETE
9.	Developer submits complete plans for construction of the project to building department.	On or before April 11, 2025	5.C	COMPLETE
10.	Developer submits finalized Financing Plan with selected lenders	January 5, 2026	4.G(5)(c)	COMPLETE Submitted 1/8/26
11.	Construction plan check complete; building permits ready to issue	April 15, 2026	5.C	INCOMPLETE
12.	Closing of Escrow (Outside Closing Date); Closing of Construction Financing	~~October 30, 2025~~ April 30, 2026	4.D	INCOMPLETE
13.	Building Permit Issuance	May 4, 2026	5.C.	PENDING CLOSING
14.	Construction Start	On or before June 1, 2026	5.C	PENDING CLOSING
15.	Construction Complete / Certificate of Completion Issued	June 1, 2029	5.C.	PENDING CLOSING

March 24, 2026
PUBLIC HEARING
Item No. 6A.

City Council Agenda Report

APPROVAL OF PROPOSED ACTIVITIES AND BUDGET FOR THE FISCAL YEAR (FY) 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

PREPARED BY	PRESENTED BY
Matt Foulkes, Director of Community and Economic Development	Sarabeth Suarez, Housing and CDBG Analyst
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Aaron France, City Manager	Aaron France, City Manager

RECOMMENDED ACTION

1) Review and approve the proposed activities and budget for the Fiscal Year (FY) 2026-2027 Community Development Block Grant (CDBG) Program; and 2) Authorize the Economic Development Division to incorporate the approved activities and budget into the FY 2026-2027 Annual Action Plan.

PREVIOUS CITY COUNCIL ACTION

On January 22, 2026, the CDBG Committee held a meeting to review the budget recommendations for the FY 2026-2027 Annual Action Plan. During the meeting, staff provided an overview of the 13 eligible funding requests the City received. CDBG Committee members selected at least two CDBG program applicants to conduct site visits to further evaluate their proposals/funding requests.

On February 23, 2026, the CDBG Committee held a public meeting to provide CDBG applicants with the opportunity to make a short presentation to the Committee and to consider the staff recommendation for the FY 2026-2027 CDBG budget. Following the presentations and discussions, the CDBG Committee voted to concur with the staff recommendation for funding allocations for each group/program (Attachment 1).

DISCUSSION

On November 21, 2025, the City published and posted a notice of CDBG funding availability to request proposals for FY 2026-2027. The deadline to submit the funding requests was Thursday, December 18, 2025, at 5:00 pm. The City received seven funding requests from City departments and five funding requests from non-profit agencies for a total amount of $1,146,885. An additional funding request was received for public infrastructure improvements; however, the request was withdrawn by the applicant due to potential project timeline delays and was removed from further consideration.

During the public meeting on January 22, 2026, the CDBG Committee discussed the funding requests, staff recommendations, and site visit assignments. Discussion ensued regarding the funding request from the Harm Reduction Circle Health Stabilization Program and its similarities to the City's Homeless Outreach Program. Staff reported that while partnerships with non-profit agencies remain an important component of the CDBG program, funding in-house service providers ensures fiscal responsibility, minimizes the risk of duplication of benefits, and maintains direct oversight of outreach strategies and service quality. After further discussion, it was the consensus of the Committee to not recommend funding for Harm Reduction Circle.

The Department of Housing and Urban Development (HUD) has not yet announced the City's CDBG allocation; however, HUD requires that all grantees proceed with the budget process using an estimated allocation. Based on the City's CDBG allocation for FY 2025-2026, staff estimates the FY 2026-2027 budget to include $751,385 in grant funds and $277,325 from prior years' unprogrammed funds for a total of $1,028,710. The approved budget recommendation complies with HUD's 20% administrative and planning funding cap and 15% public service funding cap. Once the City receives it's official CDBG allocation from HUD, staff will adjust the budget proportionately at the City Manager's discretion.

Attached to this report is the Draft FY 2026-2027 CDBG Budget Matrix containing the CDBG Committee's recommendation for City Council's review and consideration.

BUDGET IMPACT

The proposed FY 2026-2027 budget includes the CDBG allocation of $751,385 and an estimated $277,325 from prior years' unprogrammed funds for a total of $1,028,710. The approved FY 2026-2027 CDBG activities and budget will be incorporated into the FY 2026-2027 Annual Action Plan, which is due to HUD by May 15, 2026.

Attachments

FY 2026-2027 CDBG Funding Requests
DRAFT 26-27 CDBG Budget Matrix 2.23.26
2026.02.23 CDBG Committee Meeting Minutes

City of Buena Park
2026-2027 Community Development Block Grant (CDBG)

Funding Proposal Summary Sheet

Organization Name:	**City of Buena Park** **Community & Economic Development Department**
Program Name:	**CDBG Program Administration**
Estimated Goal:	**N/A**
Funding Request:	**$140,000**

Organization Purpose:

The City of Buena Park Community & Economic Development Department administers the CDBG Program and ensures that the City complies with the requirements set by the U.S. Department of Housing and Urban Development (HUD). City staff is responsible for the planning, development, submission, and implementation of the City's Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and other reports required by HUD. City staff also coordinate public meetings, subrecipient monitoring, budget preparation and management, attend HUD trainings, and perform other related tasks to meet HUD requirements.

Description of Request:

CDBG funds will be used for staff salaries and benefits, professional contractual services, publication fees, office supplies, and maintenance and operational costs to administer the program.

Analysis of Request:

CDBG Program Administration requires a significant amount of staff time to ensure the timely and successful implementation of its funded programs. Program Administration is essential to the City's continued eligibility for HUD funds.

Funding Recommendation:

Staff recommends funding in the amount of **$135,255**.

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☑ Completed FY 2026-2027 CDBG Grant Application
- ☐ Copy of current client intake form for proposed activity
  - ☑ N/A (only if activity is LMA)
- ☑ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☑ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☐ Proof of active nonprofit status (IRS determination letter)
- ☐ List of Board of Directors (board member names and titles)
- ☐ Copy of current organizational chart
- ☐ Copy of current lease (if CDBG funding request involves rental expenses)
- ☐ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: Community & Economic Development Department

Submitted By: Sarabeth Suarez, Housing & CDBG Analyst / _____ / 12/17/25
(Print Name, Title) (Sign) (Date)

RECEIVED
DEC 17 2025
ECONOMIC DEVELOPMENT

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027)
CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	Community & Economic Development Department
Activity/Program Name	CDBG Program Administration
Address	6650 Beach Blvd., Buena Park, CA 90621
Contact Person/Title	Sarabeth Suarez
Email Address	ssuarez@buenapark.com
Phone Number	(714) 562-3591
Activity Type (select one)	☐ Public Service Activity ☑ Other CDBG Eligible Activity
Organization Type (select one)	☑ City Department ☐ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$ 140,000

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

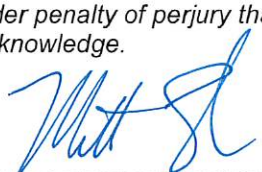
   Estimated Goal: N/A ☐ Individuals ☐ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: N/A ☐ Individuals ☐ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.



(Signature of authorized representative)

12/17/25
Date

Matt Foulkes, Community & Economic Development Director
(Print name and title of authorized representative)

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]	
	Describe the proposed activity, including services to be provided and goals to be accomplished. a) Why is there a need for this activity in the City of Buena Park? b) Identify the location of the activity and the service area boundaries. c) Describe specifically the intended use of the CDBG funds.	
	The City's Community & Economic Development Department is requesting funds to administer and plan all aspects of its Community Development Block Grant (CDBG) Program. CDBG Program staff prepares and submits the City's Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), Section 3 compliance reports, Davis Bacon Labor Standards Enforcement Reports, and other reports required by the Department of Housing and Urban Development (HUD). CDBG Program staff are also responsible for monitoring subrecipients' CDBG programs, reviewing subrecipient quarterly reports, processing invoices, conducting public meetings, budget preparation and management, and attending HUD trainings and meetings. CDBG funds will be used for staff salaries and benefits, maintenance and operation costs, and professional service fees. CDBG program staff includes the Community & Economic Development Director, Housing & CDBG Analyst, Management Analyst, and Housing Specialist. CDBG funds may also be utilized for a CDBG consultant to assist with preparing plans and reports. CDBG Program staff will ensure that the City and all contracted subrecipients are in compliance with HUD and CDBG program requirements.	
2	**TARGET POPULATION** [24 CFR 570.200(a), 570.201-570.208, 570.503]	
	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.	
	N/A - This section does not apply to CDBG program administration. CDBG program administration does not have a target population because it does not provide direct services to residents. The purpose of this activity is to ensure that the City is in compliance with HUD requirements so it may continue to receive CDBG funding.	

3

NATIONAL OBJECTIVES

[24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.

Select one then explain in the space below:

- ☐ Benefit low- and moderate-income persons in Buena Park;
- ☐ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☐ Meet a need having a particular urgency in Buena Park.

N/A - This section does not apply to CDBG program administration. CDBG program staff will ensure that all CDBG activities meet at least one national objective.

4

BUDGET

[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
Staff salaries and benefits	$ 100,000.00	$	$ 100,000.00
Maintenance & Operation/Prof. Services	$ 40,000.00	$	$ 40,000.00
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
Total	**$** 140,000.00	**$**	**$** 140,000.00

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	N/A- This section does not apply to CDBG program administration. CDBG program staff will ensure that subrecipients are fulfilling this requirement throughout the program year.
6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP.
	A. Select one Objective: ☐ Suitable Living Environment ☐ Decent Affordable Housing ☐ Economic Opportunities **B. Select one Outcome:** ☐ Availability/Accessibility ☐ Affordability ☐ Sustainability N/A- This section does not apply to CDBG program administration. CDBG program staff will rely on these objectives and outcomes to measure and track other CDBG funded activities.

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

4. Further, the prospective sub-recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective sub-recipient will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

6. It is further agreed that by submitting this proposal, the prospective sub-recipient will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: City of Buena Park

Address: 6650 Beach Blvd

City: Buena Park State: CA Zip: 90621

Unique Entity ID (UEI): NUK2QVHWF623 Expiration Date: 3/19/26

Active Exclusions (Select One): ☐ Yes ☑ No

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Organization Name: City of Buena Park

Address: 6650 Beach Blvd., Buena Park, CA 90621

Matt Foulkes, Comm. & Econ. Dev. Director		12/17/25
Name and Title of Authorized Representative	**Signature**	**Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
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 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 and/or debarment.

City of Buena Park
2026-2027 Community Development Block Grant (CDBG)

Funding Proposal Summary Sheet

Organization Name:	**Fair Housing Foundation**
Program Name:	**Fair Housing Services**
Estimated Goal:	**145 Households**
Funding Request:	**$16,000**

Organization Purpose:

Fair Housing Foundation has successfully provided fair housing services to Buena Park residents for over ten (10) years. The program's purpose is to monitor unlawful housing discrimination to protect tenants and landlords from potential State and Federal Civil Rights Law violations. Fair Housing Foundation also provides a variety of other services including landlord/tenant counseling, education, and outreach activities.

Description of Request:

CDBG funds will be used for staff salaries, facility rent, communications, travel, consultant fees, insurance costs, and office supplies.

Analysis of Request:

The project meets the national objective of benefiting low- and moderate- income individuals. Fair Housing Foundation documents client data through call sheets, and maintains a database containing client's income and demographic information.

Fair Housing Foundation staff have the training and experience to assist Buena Park tenants and landlords regardless of race, gender, language, etc. They provide in-person workshops as well as online assistance to meet residents' fair housing needs.

HUD requires each entitlement city to implement a Fair Housing Program; therefore, it is cost effective to fund Fair Housing Foundation to provide these services.

Funding Recommendation:

Staff recommends funding in the amount of **$15,000**.

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☑ Completed FY 2026-2027 CDBG Grant Application
- ☑ Copy of current client intake form for proposed activity
  - ☐ N/A (only if activity is LMA)
- ☑ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☑ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☑ Proof of active nonprofit status (IRS determination letter)
- ☑ List of Board of Directors (board member names and titles)
- ☑ Copy of current organizational chart
- ☑ Copy of current lease (if CDBG funding request involves rental expenses)
- ☑ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: Fair Housing Foundation

Submitted By: Stella Vanporppal, Executive Director / [signature] / 12/17/25
(Print Name, Title) (Sign) (Date)

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027)
CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	Fair Housing Foundation
Activity/Program Name	Fair Housing Services
Address	3605 Long Beach Bvd. Ste 302, Long Beach, CA 90807
Contact Person/Title	Stella Vanporppal / Executive Director
Email Address	svanporppal@fhfca.org
Phone Number	562-989-1206
Activity Type (select one)	☐ Public Service Activity ☑ Other CDBG Eligible Activity
Organization Type (select one)	☐ City Department ☑ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$16,000

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

   Estimated Goal: 5,870 ☑ Individuals ☐ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: 145 ☑ Individuals ☐ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.

(Signature of authorized representative)

12/17/25
Date

Stella Vanporppal, Executive Director
(Print name and title of authorized representative)

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the proposed activity, including services to be provided and goals to be accomplished. a) Why is there a need for this activity in the City of Buena Park? b) Identify the location of the activity and the service area boundaries. c) Describe specifically the intended use of the CDBG funds.
	The Fair Housing Foundation (FHF), a non-profit corporation, continuously providing fair housing services to multiple municipalities for 61 years. FHF is dedicated to eliminating discrimination in housing and promoting equal access to housing choices for everyone. FHF's Fair Housing Program includes: 1) Fair Housing Discrimination Intake, Investigations, and Resolutions; 2) Education and Outreach Activities and Services; 3) Landlord and Tenant Counseling; and 4) Activities to Affirmatively Further Fair Housing. All Education and Outreach Activities all conducted within the city limits and are promoted to ensure maximum participation including distribution 6,000 pieces of literature, 2 Fair Housing booths, 4 Fair Housing workshops, 2 community agency contacts, 8 community meetings, 3 community presentations, and social networking. FHF utilizes CDBG funds to accomplish the objectives and goals of the Fair Housing Program including: salaries, benefits, rent, communications, mileage, insurance, consultants, staff development, testing, general office supplies, printing, outreach expenses, and advertising.
2	**TARGET POPULATION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.
	FHF specifically targets, promotes, and addresses the needs of specific groups including: 1. Extremely low-and low-income households - 91 % of YTD clients 2. Those with physical, mental, and emotional disabilities - 19% of YTD clients 3. Non-English Speaking individuals - 16% of YTD clients 4. Female Headed Households - 45% of YTD Clients 5. Seniors - 20% of YTD Clients FHF will not limit the number of clients served although the goal is to provide a minimum of 145 unduplicated clients with direct services and another 500 individuals assisted through the outreach activities. Direct services include: 1) Fair Housing Discrimination Intake, Investigations, and Resolutions; 2) Education and Outreach Activities and Services; 3) Landlord and Tenant Counseling; and 4) Activities to Affirmatively Further Fair Housing. The 2026/2027 goals were estimates based on the averages of FY2022-23 through FY2024-25.

3 **NATIONAL OBJECTIVES**
[24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.
Select one then explain in the space below:

- ☑ Benefit low- and moderate-income persons in Buena Park;
- ☐ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☐ Meet a need having a particular urgency in Buena Park.

FHF's Fair Housing Program meets the U.S. Department of Housing and Urban Development (HUD requirement that CDBG recipients must Affirmatively Further Fair Housing. The following outlines this requirement:

- Title VIII of the Civil Rights Act of 1968
- Section 808(e)(5) of the Fair Housing Act
- Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended
- Section 105(b)(3) of the National Affordable Housing Action of 1990

FHF's Fair Housing Program meets the National Objective to benefit low and moderate-income persons, area wide, throughout the entire city limits. The program specifically provides for the provision of public and community services for very low and moderate-income persons and persons with special needs. The program provides services that benefit families and individuals by addressing general housing and fair housing issues in their living environment.

4 **BUDGET**
[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
Personnel & Fringe	$ 11,312	$ 409,081	$ 420,393
Rent	$ 1,957	$ 70,757	$ 72,714
Communications	$ 396	$ 14,319	$ 14,715
Mileage & Travel	$ 275	$ 9,959	$ 10,234
Consultants	$ 483	$ 17,465	$ 17,948
Insurance	$ 508	$ 18,376	$ 18,884
Supplies	$ 1,069	$ 38,662	$ 39,732
	$	$	$
	$	$	$
	$	$	$
Total	$ 16,000	$ 578,620	$ 594,620

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	All services provided within the Fair Housing Program are available to all residents, home-seekers, and housing providers in the City of Buena Park. However, FHF does receive and verify income as required. For Landlord/Tenant direct client services, this information is required and maintained in our Case Management database, including household size, income amount, and income level. The annual HUD income standards are changed on the back end of the database every year. For every bonafide fair housing case opened, a narrative of the income information provided by the client is included in the Complaint Narrative. The Complaint Narrative is a declaration of the alleged discrimination as well as the income information provided. The client is required to review and sign the Complaint Narrative as complete and accurate. If required, FHF will request and provide supporting documents. The data provided to the City for FY 24-25 represents 98% of those provided with direct client services were extremely-low, very-low, and low-income household.
6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP.
	A. Select one Objective: ☑ Suitable Living Environment ☐ Decent Affordable Housing ☐ Economic Opportunities **B. Select one Outcome:** ☐ Availability/Accessibility ☐ Affordability ☑ Sustainability

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

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6. It is further agreed that by submitting this proposal, the prospective sub-recipient will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: Fair Housing Foundation

Address: 3605 Long Beach Blvd. Ste 302

City: Long Beach State: CA Zip: 90807

Unique Entity ID (UEI): UPWKXNY53BL5 Expiration Date: 2/26/26

Active Exclusions (Select One): ☐ Yes ☑ No

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Organization Name: Fair Housing Foundation

Address: 3605 Long Beach Blvd. Ste 302, Long Beach, CA 90807

Stella Vanporppal, Executive Director		12/17/25
Name and Title of Authorized Representative	**Signature**	**Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/or debarment.
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4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier* Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
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 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 and/or debarment.

FHF Client Intake Form

Date: _____ Time: _____ A.M. P.M. Interviewer: _____

First Name: _____ Last Name: _____

Gender: ☐Female ☐Male ☐Unknown ☐Contract City Name: _____

Race: ☐Am Ind/ Alsk ☐Am Ind/Alsk & Black ☐Am Ind/Alsk & White ☐Asian ☐Asian & White ☐Blk/ Afr Am ☐Blk/Afr Am & White ☐Pacific Islander ☐White ☐Other _____

Ethnicity: ☐ Latino ☐ Non Latino National Origin: _____

Home Phone: (___) _____ Alternate Phone: (___) _____

Language Spoken: ☐Armenian ☐Cambodian ☐English ☐Indonesian ☐Khmer ☐Mandarin ☐Russian ☐Spanish ☐Vietnamese ☐Other _____

Type of Visit: ☐Email ☐Office ☐Telephone ☐Website ☐Other _____

Type of Caller: ☐Homebuyer ☐In-place Tenant ☐Landlord/Manager ☐Management Company ☐Realtor ☐Property Owner ☐Rental Home-seeker ☐Other

Referral: ☐City Hall ☐CBO ☐FH Council ☐FHF Activity ☐Friend ☐Newsprint ☐Radio ☐Television ☐Other _____

Council District: _____ Source of Income: _____ Income Level: ☐High ☐Medium ☐Low ☐Very Low Income Amnt: _____ No. of people in household_____

Street Address: _____ City: _____ Zip Code: _____

Comments: _____

Female Head: ☐Yes☐No Rent Control: ☐Yes☐No Disabled: ☐Yes☐No Senior Citizen: ☐Yes☐No

General Housing Issue

☐Eviction ☐G.H. Issue ☐Harassment ☐Illegal Entry ☐Late Fees ☐Lease Terms ☐Lockout
☐Notices ☐Parking ☐Pets ☐Ref. to Rent ☐Ref. to Sell ☐Rent Control ☐Rent Increase
☐Section 8 ☐Sec. Deposit ☐Habitability ☐Utilities ☐Other: _____

General Housing Action

☐Ref. to Attorney ☐Building and Safety ☐Code Enforcement ☐Consumer Affairs
☐Correspondence ☐County Assessor ☐Discrimination Department ☐Health Department
☐Housing Authority ☐Legal Aid ☐Mediation ☐Other FH Group
☐Resolved ☐Rent Stabilization ☐Small Claims Court ☐U.D. Assistance
☐Habitability Coordinator ☐Other: _____

Interviewer: _____ Time Spent: _____

Discrimination

☐Age ☐Ancestry ☐Color ☐Familial Status ☐Gender
☐Harassment ☐Marital Status ☐Mental Disability ☐National Origin ☐Physical Disability
☐Race ☐Religion ☐Sexual Orientation ☐Source of Income ☐Arbitrary: _____

Discrimination Action

☐Resolved ☐Other (Pending an action) ☐Case Opened: Case #_____

Interviewer: _____ Time Spent: _____

XEROX COPY

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE

DISTRICT DIRECTOR
P. O. BOX 231
LOS ANGELES, CALIFORNIA 90053

REC'D DEC 17 1965

December 15, 1965

IN REPLY REFER TO
Form L-178
Code 414:JFS
LA-EO-65-1039

PURPOSE	
Charitable	
ADDRESS INQUIRIES & FILE RETURNS WITH DISTRICT DIRECTOR OF INTERNAL REVENUE	
Los Angeles	
FORM 990-A REQUIRED	ACCOUNTING PERIOD ENDING
[X] YES [ ] NO	December 31

Fair Housing Foundation of Long Beach
903 Security Building
Long Beach, California

Gentlemen:

On the basis of your stated purposes and the understanding that your operations will continue as evidenced to date or will conform to those proposed in your ruling application, we have concluded that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code. Any changes in operation from those described, or in your character or purposes, must be reported immediately to your District Director for consideration of their effect upon your exempt status. You must also report any change in your name or address.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code, in which event you are required to file Form 990-T. Our determination as to your liability for filing the annual information return, Form 990-A, is set forth above. That return, if required, must be filed on or before the 15th day of the fifth month after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office, as should any questions concerning excise, employment or other Federal taxes.

This is a determination letter.

Very truly yours,

R. A. Riddell

R. A. Riddell
District Director

Department of the Treasury
Internal Revenue Service
P.O. Box 9941
Ogden UT 84409

In reply refer to: 2916808252
Oct. 31, 2000 LTR 252C
95-6122678 000000 00 000
00657

FAIR HOUSING FOUNDATION
200 PINE AVE STE 240
LONG BEACH CA 90802-3037008

Taxpayer Identification Number: 95-6122678

Dear Taxpayer:

Thank you for the inquiry dated Sep. 06, 2000.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you have any questions, please call us toll free at 1-800-829-1040. If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

Thank you for your cooperation.

Sincerely yours,

Georgia Warren
Chief, Research & Perfection Branch

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: December 20, 2000

Person to Contact:
Michael Dutcher 31-07421
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756

Fair Housing Foundation
200 Pine Ave Ste 240
Long Beach, CA 90802-3037

Dear Sir or Madam:

Enclosed is the information you requested in your letter dated October 20, 2000.

Please accept our apology for the delay in responding to your request and for any inconvenience this may have caused you or your organization.

Sincerely,

Michael C. Dutcher

Michael Dutcher 31-07421
Customer Service Specialist

Enclosure: Letter affirming exempt status, name change and Amended Articles of Incorporation

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: December 20, 2000

Person to Contact:
Michael Dutcher 31-07421
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
95-6122678

Fair Housing Foundation
200 Pine Ave Ste 240
Long Beach, CA 90802-3037

Dear Sir or Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on June 22, 2000. We have updated our records to reflect those changes and revised your name as indicated above.

Our records indicate that a determination letter issued in December 1965 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Fair Housing Foundation
95-6122678

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

STATE OF CALIFORNIA

FRANCHISE TAX BOARD
SACRAMENTO, CALIFORNIA 95867

April 16, 1985

In reply refer to
342:APP:RWN:ca:g

Fair Housing Foundation of Long Beach
c/o Robyn Polinar
2023 Pacific Avenue
Long Beach, CA 90806

Purpose	: Charitable
Form of Organization	: Corporation
Accounting Period Ending	: June 30
Organization Number	: 0483197

On the basis of the information submitted and provided your present operations continue unchanged or conform to those proposed in your application, you are exempt from state franchise or income tax under Section 23701d, Revenue and Taxation Code. Any change in operation, character or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

You are required to file Form 199 (Exempt Organization Annual Information Return) or Form 199B (Exempt Organization Annual Information Statement) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

This exemption effective as of December 30, 1964.

D. Hareid, Supervisor
Central Audit Section
Telephone (800) 852-5711

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

1025 P STREET
SACRAMENTO, CALIFORNIA 95814

December 28, 1964

Fair Housing Foundation of Long Beach
903 Security Building
110 Pine Avenue
Long Beach 2, California

Re: Exemption from franchise tax

Gentlemen:

It is the opinion of this office, based upon the evidence presented, that you are exempt from State franchise tax under the provisions of Section 23701f of the Revenue and Taxation Code.

Accordingly, you will not be required to file franchise tax returns unless you change the character of your organization, the purposes for which you were organized, or your method of operation. You are required to report any such changes immediately to this office in order that their effect upon your exempt status may be determined.

If in any year your gross income exceeds $25,000, you are required to file an information return on Form 199 on or before the 15th day of the 5th month following the close of your fiscal year. These forms will be mailed to you if you provide us with your current postal address.

If the organization is not yet incorporated or has not yet qualified to do business in California, this approval will expire unless incorporation or qualification is completed within thirty days.

Very truly yours,

James T. Philbin

James T. Philbin
Associate Tax Counsel

JTP:ef
cc: Secretary of State
(f)

FTB 4216 (10-64)

OFFICE OF THE SECRETARY OF STATE

Fair Housing Foundation
Board Roster

2025-2027

Executive Director

Stella Verdeja, ex-officio

Officers

Connie Haynes, Chair

Richard Hernandez, Vice-Chair

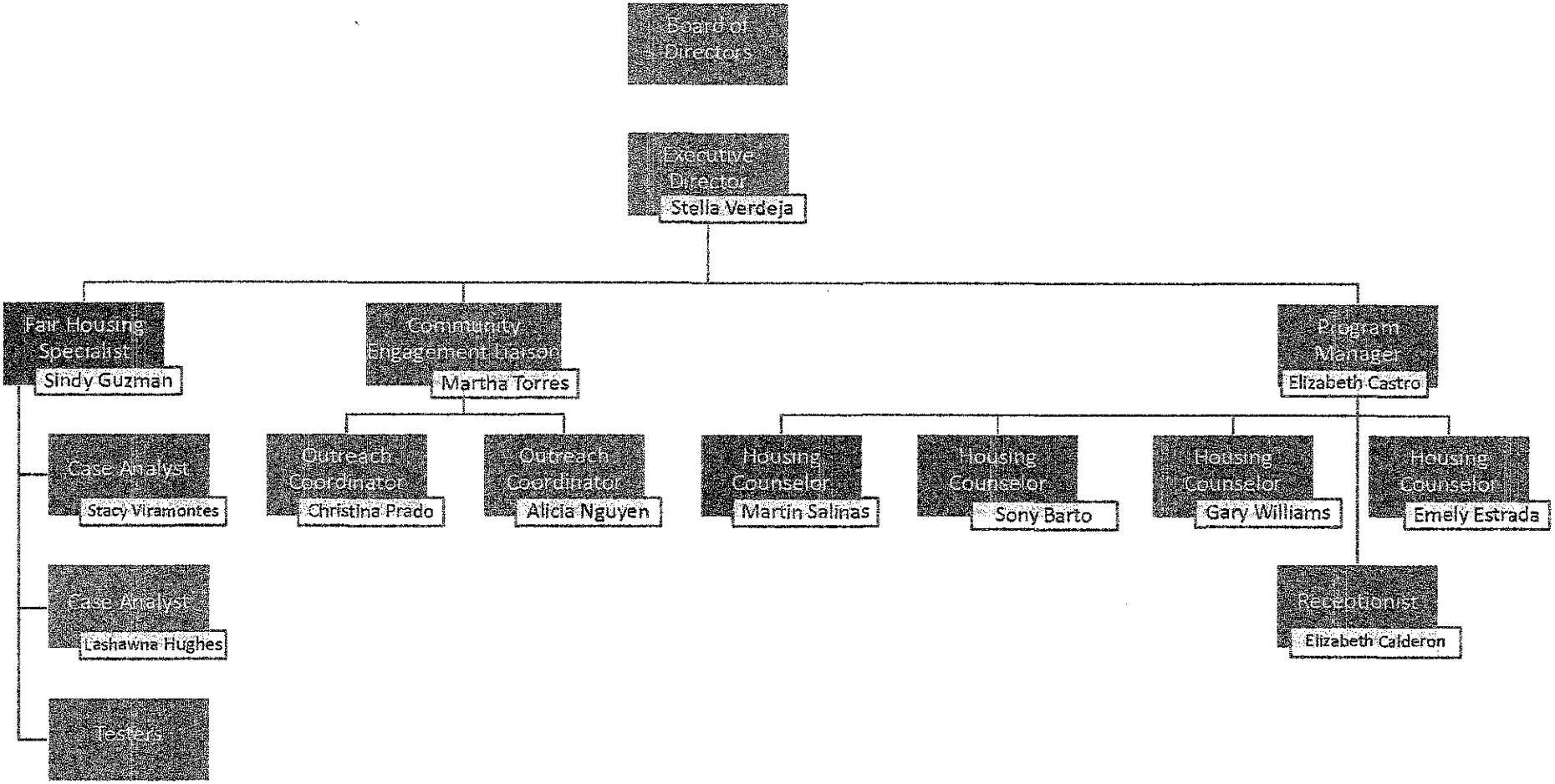
Julia Moore, Secretary

Ken Hasting, Treasurer

Members

Julien Willard
Beatriz Wade

Fair Housing Foundation Organziational Chart



FY 25-26

Docusign Envelope ID: 3BA42B73-379F-40BD-9856-73B528671F4C

DS
CL

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE, dated December 10, 2024
is attached to and becomes part of the Lease dated August 27, 2004, by and between
3605 Long Beach Blvd, LLC ("Lessor")
and
Fair Housing Foundation ("Lessee")
for the Premises located at 3605 Long Beach Blvd, Suite 302, Long Beach Ca 90807,
consisting of approximately 1,461 rentable square feet.

It is mutually agreed by and between Lessor & Lessee that:

1. **Lease Term** - Paragraph 1.3, the lease term shall be for sixty (60) months effective January 1, 2025 and expiring December 31, 2029.

2. **Base Monthly Rent** – Paragraph 1.5, notwithstanding anything to the contrary contained herein, the monthly base rent shall be as follows:

   January 1, 2025 through December 31, 2025 shall be $2,995.00 per month.

   January 1, 2026 through December 31, 2026 shall be $3,085.00 per month.

   January 1, 2027 through December 31, 2027 shall be $3,178.00 per month.

   January 1, 2028 through December 31, 2028 shall be $3,273.00 per month.

   January 1, 2029 through December 31, 2029 shall be $3,371.00 per month.

Initial
SV

3. **Security Deposit** – Lessor acknowledges security deposit on hand of $3,300.00. The security deposit shall be increased to $3,371.00. Lessee shall deposit an additional $71.00.

4. **Tenant Improvements** – Lessor, at Lessor's sole cost and expense, shall provide the following improvements to the premises.

   - Installation of new carpet throughout Suite. Carpet color, design and installation shall be of building standard quality.
   - Provide new paint on the walls throughout the Suite. Lessee has a choice of 1 paint color. Painting and application shall be of building standard quality and design. Lessee will be required to move all items at least three (3) feet away from wall prior to painting.

   Other than the aforementioned improvements, Lessor shall not be obligated to construct or install any improvements or facilities of any kind in the Premises and Lessee accepts the Premises in it's present, AS-IS condition. Lessee shall be solely responsible for the installation, rekeying, and/or maintenance of any interior door locks and deadbolts, with Lessor's prior approval. Lessee shall be solely responsible for the repair and maintenance of any non-standard fixtures, materials and finishes including, but not limited to, interior windows, interior window coverings and flooring. Upon move-out, Lessee shall return all suite and restroom keys to Lessor.

DS
DL

Initial
SV

5. **Right of Entry** – A request for repairs, written or verbal, submitted by Lessee will be considered permission for management or their agents to enter the premises during normal business hours to make the requested repairs, at a time convenient to the management with no further communication required. Any emergency gives Lessor the right-of-entry.

6. **Parking:** For Security purposes, no overnight parking is permitted without prior written authorization from the Lessor. If prior written authorization is given, parking overnight shall be at the Lessee Vehicle Owners risk. Lessee shall not park vehicles in other Tenant's reserved parking stalls. Lessee shall not store vehicles in any part of the parking lot. Any violation of the parking rules may result in in the Lessee's vehicle being towed at the vehicle Owner's sole expense. Parking spaces shall be reduced from 6 parking spaces to 3 assigned parking spaces, 1 single space and 1 tandem space.

7. **CASp** - Pursuant to California Civil Code Section 1938, the Property and Premises have not undergone an inspection by a CASp.

8. **Further Modifications:** Except as set forth in this Fourth Amendment, all of the terms and provisions of the Lease shall apply to the Premises and shall remain unmodified and in full force and effect. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this Third Amendment.

EXCEPT AS OTHERWISE AGREED TO HEREIN, ALL TERMS AND CONDITIONS OF SAID LEASE SHALL BE IN FULL FORCE AND EFFECT.

LESSOR:
3605 Long Beach Blvd, LLC

BY: DocuSigned by: Donald Lam 2DC8B64A912F4BD...

Donald Lam, Managing Member

Dated: 1/31/2025

LESSEE:
Fair Housing Foundation

BY: Signed by: Stella Verdeja 47A431A0F4A34FC...

Stella Verdeja, Executive Director

Dated: 12/10/2024

DS DL

LESSOR INITIALS

Initial SV

LESSEE INITIALS

AIRCRE

STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only March 19, 2021, is made by and between Cirsea O.C., Inc. a California corporation ("Lessor") and Fair Housing Foundation a Non Profit Corporation ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain Portion of the Project (as defined below), commonly known as (street address, suite, city, state): 1855 W. Katella Ave., Suite 355, Orange, CA 92867 ("Premises"). The Premises are located in the County of Orange, and consist of approximately 1,685 rentable square feet and approximately n/a useable square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of approximately ____ rentable square feet. (See also Paragraph 2)

1.2(b) **Parking:** 7 unreserved and 0 reserved vehicle parking spaces at a monthly cost of no charge per unreserved space and n/a per reserved space. (See Paragraph 2.6)

1.3 **Term:** five (5) years and zero (0) months ("Original Term") commencing May 1, 2021 ("Commencement Date") and ending April 30, 2026 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing April 20, 2021 ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $2,400.00 per month ("Base Rent"), payable on the first day of each month commencing May 1, 2021. (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph Addendum 1.

1.6 **Lessee's Share of Operating Expense Increase:** two,seven two percent (2.72 %) ("Lessee's Share"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification. ✕ CAPPED AT 10% of the current monthly rent

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $2,400.00 for the period May 2021.

(b) **Security Deposit:** $2,950.00 ("Security Deposit"). (See also Paragraph 5)

(c) **Parking:** $0 for the period ----.

(d) **Other:** $0 for ----.

(e) **Total Due Upon Execution of this Lease:** $5,350.00.

1.8 **Agreed Use:** offices. (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is 2021. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Lee & Associates - Orange, Inc License No. BRE 01011260 Is the broker of (check one): ☐ the Lessor; or ☑ both the Lessee and Lessor (dual agent).

Lessor's Agent Phil Fridd License No. CalDRE 01000952 Is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☑ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm n/a License No. ___ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent ____ License No. ___ Is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of per separate agreement or ---- % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by no guaranty required ("Guarantor"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 6:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and 7:00 a.m. to 1:00 p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and ____.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☐ Janitorial services

☐ Electricity

☑ Other (specify): phone /IT

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

INITIALS

INITIALS

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standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES, SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: ____
On: 3/24/21

By LESSOR:
Cirsea O.C., Inc. a California corporation

By: _____
Name Printed: Stephen Ferrari
Title: President
Phone: 805-612-3510
Fax: ____
Email: steveferrari@outlook.com

By: _____
Name Printed: ____
Title: ____
Phone: ____
Fax: ____
Email: ____

Address: 2045 Magple Ct.
Newbury Park, CA 91320
Federal ID No.: ____

BROKER
Lee & Associates - Orange, Inc

Attn: Phil Fridd

_____
INITIALS

Executed at: ____
On: 3/22/21

By LESSEE:
Fair Housing Foundation a Non Profit Corporation

By: _____
Name Printed: Stella Verdeja
Title: Executive Director

Phone: 562-989-1206 ext 1100
Fax: ____
Email: sverdeja@fhfca.org

By: _____
Name Printed: ____
Title: ____
Phone: ____
Fax: ____
Email: ____

Address: 3605 Long Beach Blvd., Suite 302
Long Beach, CA 90807
Federal ID No.: ____

BROKER
n/a

Attn: ____

_____
INITIALS

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AIRCRE

ADDENDUM

Date: March 19, 2021
By and Between
Lessor: Cirsea O.C., Inc. a California corporation
Lessee: Fair Housing Foundation a Non Profit Corporation
Property Address: 1855 W. Katella Ave., Suite 355, Orange, CA 92867
(street address, city, state, zip)

Paragraph: 1-5

1. Base Rent Schedule on a full service gross basis.

May 1, 2021 through April 30, 2022	$2,400.00 per month
May 1, 2022 through April 30, 2023	$ 2,550.00 per month
May 1, 2023 through April 30, 2024	$2,650.00 per month
May 1, 2024 through April 30, 2025	$2,800.00 per month
May 1, 2025 through April 30, 2026	$2,950.00 per month

2. Signage: Lessor, at Lessor's sole cost and expense, shall provide Lessee with standard suite entry signage and directory board signage

3. Tenant Improvements: Landlord, at Landlord's sole cost and expense, shall perform the following minor tenant improvements.

a) Repair all damaged, missing or stained ceiling tiles, ceiling T-bar, stained ceiling vents, lights, ceiling grid, blinds, electrical/data covers and perform a general office clean-up.

b) Install new building carpet, color to be chosen by Lessee and approved by Landlord.

c) Repaint entire suite, color to be chosen by Lessee and approved by Landlord.

d) Replace conference room window with a door to match existing door.

e) Add a Dutch split door from reception to back offices.

f) Clean tile flooring in reception area.

4. Parking:

So long as Lessee is not in default, beyond any period for cure, and subject to the rules and regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to use seven (7) parking spaces in the office-building project. Seven (7) parking spaces are non-exclusive and on a first-come, first-served basis. Parking passes will be issued to Lessee accordingly. If any additional parking spaces are required, Lessor reserves the right to charge a monthly fee for each car, at a commencement date of $22 per month per car, such to be directed to a designated parking area. By mentioning to the parking attendant, Lessee, its employees and visitors are exempt from paying for parking during such times as the parking concessionaire charges for parking.

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City of Buena Park
2026-2027 Community Development Block Grant (CDBG)

Funding Proposal Summary Sheet

Organization Name:	**City of Buena Park Community & Economic Development Department**
Program Name:	**Residential Rehabilitation Program Administration/Senior Outreach and Loans**
Estimated Goal:	**10 Households/2,000 Seniors**
Funding Request:	**$255,955 – Program Administration (includes the amount requested by the Senior Outreach Program)**
	$260,000 – Residential Rehabilitation Loans

Organization Purpose:

The City of Buena Park Residential Rehabilitation Program (Program) offers low interest loans to low- and moderate- income residents to rehabilitate their home and make necessary repairs to comply with local and State health and safety regulations. The proposal includes program administration, senior outreach, and funding for loans. City staff administers the program to ensure that projects adhere to City guidelines and the requirements set by the U.S. Department of Housing & Urban Development (HUD), provide loan servicing for outstanding loans, and provide senior outreach to facilitate the application process for participating seniors.

Description of Request:

CDBG funds will be used for Program administration and deferred loans. Program administration includes staff salaries and benefits, contractual services fees, operation costs, and supplies.

Funds will also be used to provide deferred home improvement loans of $60,000 at one percent (1%) to qualified residents. A forgivable loan up to $15,000 is also available to very low income seniors to abate outstanding code enforcement violations.

Analysis of Request:

The project meets the national objective of benefiting low- and moderate- income households. The majority of residential structures in Buena Park are over 50 years old and require new plumbing, electrical systems, roofs and other essential components of a structure that require maintenance and/or replacement to provide a safe and healthy living environment for its occupants. Many low- and moderate-income individuals are unable to fund these improvements and repairs without financial assistance. This program is effective in improving the quality of the City's housing stock and increasing its aesthetic appeal as a whole.

Funding Recommendation:

Staff recommends funding in the amount of **$255,955** for Program Administration/Senior Outreach and **$260,000** for Residential Rehabilitation Loans.

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☑ Completed FY 2026-2027 CDBG Grant Application
- ☑ Copy of current client intake form for proposed activity
  - ☐ N/A (only if activity is LMA)
- ☑ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☑ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☐ Proof of active nonprofit status (IRS determination letter)
- ☐ List of Board of Directors (board member names and titles)
- ☐ Copy of current organizational chart
- ☐ Copy of current lease (if CDBG funding request involves rental expenses)
- ☐ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: Community & Economic Development Department

Submitted By: Sarabeth Suarez, Housing & CDBG Analyst / _____ / 12/17/25
(Print Name, Title) (Sign) (Date)

RECEIVED
DEC 17 2025
ECONOMIC DEVELOPMENT

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027)
CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	Community & Economic Development Department
Activity/Program Name	Residential Rehabilitation Program Administration/Senior Outreach and Loans
Address	6650 Beach Blvd., Buena Park, CA 90621
Contact Person/Title	Sarabeth Suarez
Email Address	ssuarez@buenapark.com
Phone Number	(714) 562-3591
Activity Type (select one)	☐ Public Service Activity ☑ Other CDBG Eligible Activity
Organization Type (select one)	☑ City Department ☐ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$ 515,955

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

   Estimated Goal: 10 ☐ Individuals ☑ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: 10 ☐ Individuals ☑ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.

(Signature of authorized representative)

12/17/25
Date

Matt Foulkes, Community & Economic Development Director
(Print name and title of authorized representative)

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the proposed activity, including services to be provided and goals to be accomplished. a) Why is there a need for this activity in the City of Buena Park? b) Identify the location of the activity and the service area boundaries. c) Describe specifically the intended use of the CDBG funds.
	The City's Residential Rehabilitation Program offers deferred loans of $60,000 at one percent (1%) interest to qualified low-income Buena Park homeowners for eligible home improvements. The loan becomes due and payable after 30 years or upon transfer of title, sale, or cash-out refinance of the property. Eligible improvements may include replacing a dilapidated roof, installing new windows, lead paint abatement, ADA accessibility modifications, new flooring, plumbing repair, interior and exterior painting, and other health and safety upgrades to the home. In order to qualify for this loan, households must have a total gross annual income that does not exceed eighty percent (80%) of the Orange County Area Median Income (AMI). Attached are the current income limits (Attachment A), which are updated by The Department of Housing and Urban Development (HUD) on an annual basis. Senior residents (Age 55 and over) may also be eligible for a forgivable loan up to $15,000 through the Senior Code Enforcement Relief Program (SCERP) to rectify existing health and safety code violations in their home. In order to qualify, they must be referred to the program by Code Enforcement due to one or more outstanding code violations. Additionally, their annual gross income must not exceed fifty percent (50%) of the AMI. The funds being requested will be used to provide loans and finance program administration costs such as staff salaries and benefits, contractual services, office supplies, and other expenses directly related to the program. Program staff work closely with the homeowners to gather required documents and complete the program application, conduct site visits of the properties, develop their desired scope of work, prepare environmental reports, consult with the State Historic Preservation Office, coordinate with contractors for bids, prepare contracts and loan documents, maintain the program wait-list, provide loan servicing, attend trainings held by the Department of Housing & Urban Development (HUD), manage the program budget, and advertise the program through social media and outdoor signage. These programs are essential to the City of Buena Park because they make home improvement safe and affordable for low-income residents. The City facilitates the loan and construction process at every step so the homeowner can rest assured that their project will be completed to their satisfaction and HUD standards. The program not only helps low-income families in need but beautifies the city one project at a time.
2	**TARGET POPULATION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.
	The program goal is to assist ten (10) eligible low-income households in need of residential rehabilitation with deferred or forgivable loans. Program staff determined this goal by considering the average number of families the City has assisted in previous program years and the estimated funding available for Fiscal Year 2026-2027. The target population for this program are low-income owner-occupied households in Buena Park. In order to reach this target population, staff will continue to assess applicants that are on the program wait-list; advertise the program on the City website, social media accounts, and City events; collaborate with Code Enforcement to refer seniors to the program when they have outstanding code violations; and display program lawn signs on completed projects to advertise to the surrounding neighborhoods. Additionally, program staff are available to answer questions about the program in a variety of languages as needed. The Residential Rehabilitation Program is essential to the Buena Park community because it enables low-income families to make necessary interior and exterior modifications to their home, which improves their living conditions as well as the value of their surrounding neighborhoods. The loans are affordable compared to traditional loans due to the 1% annual interest rate and deferred payments for 30 years. These loan terms aim to encourage low-income homeowners to apply for a loan, which they may not be able to obtain from other lenders.

3

NATIONAL OBJECTIVES

[24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.

Select one then explain in the space below:

- ☑ Benefit low- and moderate-income persons in Buena Park;
- ☐ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☐ Meet a need having a particular urgency in Buena Park.

The Residential Rehabilitation Program meets the CDBG national objective of benefiting low-income persons in Buena Park. In order to qualify for a loan, homeowners must submit a completed program application and income documents such as bank statements, pay-stubs, and taxes to demonstrate that their total gross household income is under 80% of HUD's area median income (AMI) for Orange County. Program staff ensure that program beneficiaries are income qualified by thoroughly reviewing each application and supporting documents before approving a project. Applicants that are over the income limit are denied assistance but may reapply if their financial situation changes in the future.

4

BUDGET

[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
Residential Rehabilitation Loans	$ 260,000.00	$ 0	$ 260,000.00
Staff salaries and benefits	$ 218,100.00	$ 0	$ 218,100.00
Maintenance & Operation/Prof. Services	$ 37,855.00	$ 0	$ 37,855.00
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
Total	**$** 515,955.00	**$** 0	**$** 515,955.00

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	Program staff conduct preliminary screenings of interested applicants using the program pre-application (Attachment B). The pre-application asks for the applicant's home address and estimated gross annual income along with other important details. If the pre-application shows that the property is not located in the City of Buena Park or that the household income is well above HUD's income limit, the City will not move forward with this application. These procedures allow program staff to ensure that 100% of the people receiving assistance are low-income Buena Park residents. Applicants who pass the pre-application screening must submit a completed program application along with supplemental documents such as federal income tax returns, bank statements, pay-stubs, social security award letters, employment verification, property deeds, homeowner's insurance, etc. By collecting these documents, program staff can fully determine an applicant's eligibility.
6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP.
	A. Select one Objective: ☐ Suitable Living Environment ☑ Decent Affordable Housing ☐ Economic Opportunities **B. Select one Outcome:** ☐ Availability/Accessibility ☑ Affordability ☐ Sustainability

Fiscal Year 2025 HUD Income Limits

Household Size	1	2	3	4	5	6	7	8
Extremely Low Income (0%-30% AMI)	$35,550	$40,600	$45,700	$50,750	$54,850	$58,900	$62,950	$67,000
Very Low Income (30%-50% AMI)	$59,250	$67,700	$76,150	$84,600	$91,400	$98,150	$104,950	$111,700
Low income (50%-80% AMI)	$94,750	$108,300	$121,850	$135,350	$146,200	$157,050	$167,850	$178,700

HUD Income Limits effective as of April 1, 2025 for Orange County, CA

City of Buena Park
Home Improvement Program – "Pre-Application"

How did you hear about this program? ☐ Water Bill ☐ Newspaper ☐ Website ☐ Other _____

Name: _____ Are you under Code Enforcement: ☐ Yes ☐ No
First Name Middle Initial Last Name

Address: _____
Number Street Zip Code

Home Phone: _____ Cell Phone: _____ Email: _____

Marital Status: ☐ Married ☐ Divorced ☐ Separated ☐ Widowed ☐ Single

Race:
☐ White
☐ Black/African American
☐ Asian
☐ American Indian or Alaskan Native
☐ Asian & White
☐ Native Hawaiian/Other Pacific Islander
☐ American Indian or Alaskan Native & White
☐ Black/African American & White
☐ American Indian/Alaskan Native & Black/African American
☐ Other Multiracial (Specify):_____

Ethnicity: ☐ Hispanic ☐ Non-Hispanic

Household Composition

Household Member	Full Name	Relationship	Disabled	Veteran	Age	Sex
Applicant		Self				
2						
3						
4						
5						
6						
7						
8						

PROPERTY INFORMATION

Are you sole owner of this property? ☐ Yes ☐ No How long? ☐ Less than 1 year ☐ 1 to 5 years ☐ Over 5 years

EQUITY: Your property must have available equity to qualify for the program. Including the City loan, your property cannot have more than 95% Loan to Value ratio (LTV).

Do you have a Living Trust? ☐ Yes ☐ No Total loan balance (all mortgages): $_____

Do you have a 2nd mortgage? ☐ Yes ☐ No Do you have a 3rd mortgage? ☐ Yes ☐ No

Type of repairs needed: _____

INCOME INFORMATION

ASSETS: Total amount of your household assets: $_____. ***Please see the reverse side for the definition of assets.***

INCOME: Total annual GROSS income (before taxes) for **ALL** persons in your household over the age of 18: $_____

Income includes *(not limited to)*: Employment, Interest Earned, Aid to Totally Disabled, Child Support, Pension, AFDC, Alimony, Social Security, Rental Income, Foster Care, Social Security SSI, Room and Board, Aid to the Blind.

To the best of my knowledge, the above information is correct and accurate.

Date: _____ Signature: _____

PLEASE FILL OUT COMPLETELY, FOLD, SEAL THE EDGES AND MAIL

EQUAL HOUSING OPPORTUNITY

Attachment B

City of Buena Park
Home Improvement Program – "Pre-Application"

THE CITY OF BUENA PARK IS OFFERING LOW INTEREST LOANS TO OWNER OCCUPIED RESIDENCES FOR THE PURPOSE OF REPAIRING AND IMPROVING THEIR PROPERTIES. **YOU MUST BE <u>APPROVED</u> BY HOME IMPROVEMENT PROGRAM STAFF BEFORE PERFORMING ANY WORK.**

ELIGIBLE IMPROVEMENTS MAY CONSIST OF BUT NOT LIMITED TO:

INTERIOR/EXTERIOR PAINTING, SANDBLASTING AND RESTUCCO, WINDOW AND DOOR REPLACEMENT, ROOFING, PLUMBING, HEATING, ELECTRICAL UPGRADE, WEATHERIZATION, KITCHEN AND BATHROOM RENOVATIONS, FLOORS, ADA ACCESSIBILITY IMPROVEMENTS, ETC.

TO QUALIFY YOU MUST OWN AND OCCUPY A SINGLE FAMILY RESIDENCE AND NOT EXCEED THE ESTABLISHED HUD INCOME LIMITS AND HAVE AVAILABLE EQUITY IN YOUR HOME.

<u>DEFINITION OF ASSETS:</u>* *ASSETS DO NOT INCLUDE THE VALUE OF THE HOME TO BE IMPROVED OR ANY PERSONAL PROPERTY. TYPICALLY, ASSETS COUNTED TOWARDS THE INCOME CALCULATION INCLUDE STOCKS, BONDS, SAVINGS ACCOUNTS, CHECKING ACCOUNTS, CERTIFICATES OF DEPOSIT, RETIREMENT ACCOUNTS, AND RENTAL OR VACATION PROPERTIES.

TO APPLY COMPLETE THE REVERSE SIDE OF THIS FORM AND MAIL IT IN. IF YOU HAVE ANY QUESTIONS PLEASE CALL **(714) 562-3586**.

<u>APPLICANTS WILL BE ASSISTED ON A FIRST-COME, FIRST-SERVED BASIS</u>

HABLAMOS ESPANOL
한국어 서비스 가능합니다

HIP (Rev. 10.22.24)

Return Address:

_____
_____
_____

CITY OF BUENA PARK
HOME IMPROVEMENT PROGRAM
6650 BEACH BLVD.
BUENA PARK, CA 90621

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

4. Further, the prospective sub-recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective sub-recipient will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

6. It is further agreed that by submitting this proposal, the prospective sub-recipient will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: City of Buena Park

Address: 6650 Beach Blvd

City: Buena Park State: CA Zip: 90621

Unique Entity ID (UEI): NUK2QVHWF623 Expiration Date: 3/19/26

Active Exclusions (Select One): ☐ Yes ☑ No

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Organization Name: City of Buena Park

Address: 6650 Beach Blvd., Buena Park, CA 90621

Matt Foulkes, Comm. & Econ. Dev. Director — **Name and Title of Authorized Representative**

Signature

12/17/25 — **Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
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 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 and/or debarment.

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☑ Completed FY 2026-2027 CDBG Grant Application
- ☑ Copy of current client intake form for proposed activity
  - ☐ N/A (only if activity is LMA)
- ☑ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☑ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☐ Proof of active nonprofit status (IRS determination letter)
- ☐ List of Board of Directors (board member names and titles)
- ☐ Copy of current organizational chart
- ☐ Copy of current lease (if CDBG funding request involves rental expenses)
- ☐ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: City of Buena Park - Community Services

Submitted By: Rosemary Nielsen / Rosemary Nielsen / 12/17/25
(Print Name, Title) (Sign) (Date)

RECEIVED
DEC 18 2025
ECONOMIC DEVELOPMENT

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027)
CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	City of Buena Park - Community Services
Activity/Program Name	Senior Outreach Program
Address	8150 Knott Ave., Buena Park, CA 90620
Contact Person/Title	Rosemary Nielsen, Community Services Supervisor
Email Address	rnielsen@buenapark.com
Phone Number	714-236-3877
Activity Type (select one)	☑ Public Service Activity ☐ Other CDBG Eligible Activity
Organization Type (select one)	☑ City Department ☐ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$15,566

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

   Estimated Goal: 1,300 ☑ Individuals ☐ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: 1,300 ☐ Individuals ☐ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.

(Signature of authorized representative)

12/18/25
Date

Jim Box, Director, Community Services
(Print name and title of authorized representative)

Organization Name: City of Buena Park - Community Services Program Name: Senior Outreach Program

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the proposed activity, including services to be provided and goals to be accomplished. a) Why is there a need for this activity in the City of Buena Park? b) Identify the location of the activity and the service area boundaries. c) Describe specifically the intended use of the CDBG funds.
	The Senior Outreach program in Buena Park seeks continued funding to maintain and expand its vital community services to older adults. This comprehensive program serves as an essential lifeline for the senior population, with particular emphasis on supporting low-income older adults.. The Senior Outreach program is specifically tailored to meet the needs of seniors, many of whom are low-income individuals seeking valuable programs and services that improve their quality of life. We offer a comprehensive range of human services, including assistance with Medicare/Medical insurance, housing, mental health, hoarding, social interaction, education, and isolation prevention. Our mission is to build a bridge of education and resources, connecting the residents of Buena Park with the support they need to thrive.
2	**TARGET POPULATION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.
	The Senior Outreach Program serves as a vital lifeline for Buena Park residents aged 60 and above, providing essential guidance through the complex network of service agencies at county, state, and federal levels. Based on historical data analysis within our senior center, we project serving 1,200 Buena Park residents through outreach efforts and community events. This service has become increasingly critical as government agencies transition to online platforms, creating significant barriers for seniors attempting to access essential services. Many older adults find these digital systems challenging to navigate independently, making our program's personalized assistance invaluable. Beyond technical support, our program serves as a crucial safety net for vulnerable seniors, particularly those who have experienced the loss of a spouse or partner. We provide comprehensive support to help these individuals maintain stable housing and protect them from predatory scams that offen target the elderly population. Application Page

3

NATIONAL OBJECTIVES
[24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.
Select one then explain in the space below:

- ☑ Benefit low- and moderate-income persons in Buena Park;
- ☐ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☐ Meet a need having a particular urgency in Buena Park.

Our target population consists of residents aged 60 and older who need assistance in navigating the numerous services available through Orange County, the state, and federal programs. The Senior Outreach program aims to serve 1200 Buena Park seniors within our community. This target number is based on data collected from participation in exercise classes, lunch programs, transportation, and activities offered at the center. This program Is of great importance, as many seniors are unaware of the wide array of services they are eligible for. We are committed to ensuring that every senior feels heard, valued, and seen, and that they have the support they need to access these essential resources.

4

BUDGET
[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
	$ 15,566	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
FT Salary + Benefits	$	$ 58,490	$
	$	$	$
Total	**$** 15,566	**$** 58,490	**$** 74,056

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	The majority of clients served are over 60 years of age who meet the low/moderate income requirements. Most of the clients are Buena Park residents. Documentation consists of daily client contact tally sheets that define what type of services seniors are seeking (i.e. housing, legal assistance, etc.). Staff references the tally sheets when completing monthly reports for HUD.
6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP.
	A. Select one Objective: ☑ Suitable Living Environment ☐ Decent Affordable Housing ☐ Economic Opportunities **B. Select one Outcome:** ☐ Availability/Accessibility ☐ Affordability ☑ Sustainability

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

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Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: City of Buena Park- Community Services , Senior Center

Address: 8150 Knott Ave

City: Buena Park State: Ca Zip: 90620

Unique Entity ID (UEI): NUK2QVHWF623 Expiration Date: 3/17/26

Active Exclusions (Select One): ☐ Yes ☑ No

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Organization Name: City of Buena Park - Community Services

Address: 8150 Knott Ave., Buena Park, CA 90620

Jim Box, Director of Community Services		12/18/25
Name and Title of Authorized Representative	**Signature**	**Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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Intake Form

First Name:_____ Last Name:_____

Address:_____ Zip code:_____

Email: _____ Phone:_____

In- Person ☐ Over the Phone ☐

In-come Level:_____ Age:_____ Disabled Yes ☐ No ☐

Services Needed:_____

Resources Given:_____ Date: _____

Intake Form

First Name:_____ Last Name:_____

Address:_____ Zip code:_____

Email: _____ Phone:_____

In- Person ☐ Over the Phone ☐

In-come Level:_____ Age:_____ Disabled Yes ☐ No ☐

Services Needed:_____

Resources Given:_____ Date: _____

Tally In-take Form

DATE: LOCATION /EVENT:

WHITE	
AFRICAN AMERICAN	
ASIAN	
AMERICAN INDIAN	
NATIVE HAWAIIAN	
AMERICAN INDIAN	
ASIAN	
OTHER	
EXTREMELY LOW-INCOME	
VERY LOW- INCOME	
LOW- INCOME	
ABOVE MODERATE- INCOME	

City of Buena Park
2026-2027 Community Development Block Grant (CDBG)

Funding Proposal Summary Sheet

Organization Name:	**City of Buena Park** **Community & Economic Development Department**
Program Name:	**Neighborhood Improvement/Code Enforcement**
Estimated Goal:	**575 Households**
Funding Request:	**$279,490**

Organization Purpose:

The Neighborhood Improvement/Code Enforcement Program identifies and responds to building and safety issues in residential and commercial areas to protect residents from living in substandard and unsafe conditions. Code Enforcement Officers work with residents to rectify code violations through verbal and written communication, site visits, and by referring them to the City's Residential Rehabilitation Program and Senior Code Enforcement Relief Program.

Description of Request:

CDBG funds will be used for a portion of staff salaries and benefits for the Neighborhood Improvement/Code Enforcement Program, which includes the Code Enforcement Supervisor, four Code Enforcement Officers, an administrative assistant, and a part time office assistant. The amount of funding requested will maintain the current level of service needed to improve living conditions for those residing within the CDBG eligible census tracts.

Analysis of Request:

The project meets the national objectives of benefiting low- and moderate- income areas and aiding in the prevention or elimination of slums or blight. The program's funding is limited to staff time spent on code enforcement cases within the City's low- and moderate-income census tracts.

Code enforcement investigates cases involving garage conversions, overcrowding, substandard housing, hazardous buildings, illegal dumping, illegal structures, etc. The Neighborhood Improvement/Code Enforcement Program has been highly successful by proactively and reactively identifying and cleaning-up many blighted buildings in the low- and moderate-income areas. It is also an effective method of reducing and preventing the overall deterioration of Buena Park's neighborhoods.

Funding Recommendation:

Staff recommends funding in the amount of **$230,000**.

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☑ Completed FY 2026-2027 CDBG Grant Application
- ☐ Copy of current client intake form for proposed activity
  - ☑ N/A (only if activity is LMA)
- ☑ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☑ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☐ Proof of active nonprofit status (IRS determination letter)
- ☐ List of Board of Directors (board member names and titles)
- ☐ Copy of current organizational chart
- ☐ Copy of current lease (if CDBG funding request involves rental expenses)
- ☐ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: City of Buena Park, Community and Economic Development Depart

Submitted By: Matt Foulkes, Community and Economic Dev / [signature] / 12/18/25
(Print Name, Title) (Sign) (Date)

RECEIVED
DEC 18 2025
ECONOMIC DEVELOPMENT

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027) CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	City of Buena Park, Community and Economic Development Depart
Activity/Program Name	Neighborhood Improvement / Code Enforcement
Address	6650 Beach Blvd. Buena Park, CA 90621
Contact Person/Title	Robert Cravens, Code Enforcement Supervisor
Email Address	rcravens@buenapark.com
Phone Number	714-562-3642
Activity Type (select one)	☐ Public Service Activity ☑ Other CDBG Eligible Activity
Organization Type (select one)	☑ City Department ☐ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$ 279,489.67

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

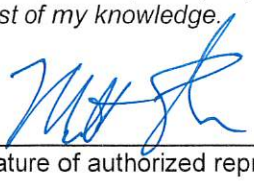
   Estimated Goal: 65,000 ☑ Individuals ☑ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: 575 ☐ Individuals ☑ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.



(Signature of authorized representative)

12/18/25
Date

Matt Foulkes - Community Development Director
(Print name and title of authorized representative)

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the proposed activity, including services to be provided and goals to be accomplished. a) Why is there a need for this activity in the City of Buena Park? b) Identify the location of the activity and the service area boundaries. c) Describe specifically the intended use of the CDBG funds.
	The Code Enforcement Division concentrates its efforts in the low-to-moderate income census tracts established by HUD, to protect residents from living in substandard and/or unsafe conditions. These substandard and/or unsafe conditions include improper occupancy (garage living), overcrowding, substandard housing, hazardous buildings, unsecured vacant or abandon buildings, vacant lots, illegal dumping, inoperative vehicles, and the accumulation of trash and debris. The existence of these conditions contributes to blight and slum-like conditions and negatively affects the property and surrounding neighborhood. Staff is also responsible for abating violations at properties that are declared a public nuisance. Code Enforcement also participates in the city's multi-jurisdictional Neighborhood Improvement Task Force (NITF) along with the Police Department, Public Works, Community Services and external organizations (Health Department, Fire Authority and homeless outreach). The NITF is responsible for improving the appearance of the community, improving the quality of life for residents and reducing crime through cooperative efforts between property owners, tenants, business owners and city staff. Community and Economic Development is requesting CDBG funds to support a portion of the salaries and benefits for Code Enforcement staff to maintain the current quality of service in eligible CDBG areas.
2	**TARGET POPULATION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.
	The proposed program will target properties that have been designated to be low to moderate-income areas and are within the Community Development Block Grant areas designated by the Department of Housing and Urban Development. The number of clients to be served is based on the 2020 Census and a proactive approach to eliminate blight, prevent substandard and slum like conditions within the CDBG area. Code Enforcement and the NITF will respond to calls for service and provide proactive inspections and services. Buena Park has a growing number of low to moderate-income areas with homeowner occupancy just above fifty percent. The increased number of rental properties along with a growing senior population and increased unemployment has resulted in an expansion of blight conditions within many residential neighborhoods. The proposed code enforcement efforts including proactive enforcement and assistance with code compliance will be crucial to preventing the growth of blight and slum-like conditions.

3

NATIONAL OBJECTIVES

[24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.

Select one then explain in the space below:

- ☑ Benefit low- and moderate-income persons in Buena Park;
- ☑ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☐ Meet a need having a particular urgency in Buena Park.

1. Benefit Low- and Moderate-Income Persons in Buena Park

Neighborhood Improvement/Code Enforcement serves approximately 65,000 residents who live in the low-to-moderate income areas. Code Enforcement staff also coordinates with the city's Senior Outreach Worker on cases involving seniors who are facing code violations but cannot abate them due to their low-income level. The Outreach Worker assists the clientele with completing the grant applications that ultimately provide the necessary funds to correct the violations. Owners and residents rely on the Neighborhood Improvement/Code Enforcement to improve the appearance, health, and safety of the CDBG areas within the community.

2. Aid in the prevention or elimination of slums or blight in Buena Park.

The Neighborhood Improvement/Code Enforcement Program is structured to be proactive in addressing the cause and effect of blight. This is accomplished by identifying issues affecting the area, and working with owners to maintain their property, reduce crime and assist property owners with applications for home improvement. The program also provides referral for tenants to fair housing and legal aid.

4

BUDGET

[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
Code Enforcement Supervisor	$ 16,850.66	$ 181,392.34	$ 198,243
Code Enforcement Officer	$ 92,953.47	$ 56,249.53	$ 149,203
Code Enforcement Officer	$ 44,770.43	$ 124,174.57	$ 168,945
Code Enforcement Officer	$ 50,761.05	$ 103,903.95	$ 154,665
Code Enforcement Officer P/T	$ 10,089.04	$ 28,714.96	$ 38,804
Code Enforcement Officer P/T	$ 12,374.96	$ 35,221.04	$ 47,596
Administrative Assistant	$ 23,859.06	$ 101,714.94	$ 125,574
Office Assistant P/T	$ 27,831	$ 0	$ 27,831
	$	$	$
	$	$	$
Total	**$ 279,489.67**	**$ 631,371.33**	**$ 910,861.00**

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	Code Enforcement will provide a quarterly report that lists the addresses identified within the Community Development Block Grant census tracts that include the low to moderate-income population. The number of properties inspected and the number of open and closed cases within the designated areas will be reported.
6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP.
	A. Select one Objective: ☑ Suitable Living Environment ☐ Decent Affordable Housing ☐ Economic Opportunities **B. Select one Outcome:** ☐ Availability/Accessibility ☐ Affordability ☑ Sustainability

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

4. Further, the prospective sub-recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective sub-recipient will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

6. It is further agreed that by submitting this proposal, the prospective sub-recipient will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: City of Buena Park, Community and Economic Development Department

Address: 6650 Beach Blvd.

City: Buena Park, CA 90621 State: CA Zip: 90621

Unique Entity ID (UEI): NUK2QVHWF623 Expiration Date: 3/19/26

Active Exclusions (Select One): ☐ Yes ☑ No

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Organization Name: City of Buena Park, Community and Economic Development Department

Address: 6650 Beach Blvd. Buena Park, CA 90621

Matt Foulkes, Community and Econ Dev		12/18/25
Name and Title of Authorized Representative	**Signature**	**Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
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 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 and/or debarment.

City of Buena Park
2026-2027 Community Development Block Grant (CDBG)

Funding Proposal Summary Sheet

Organization Name:	**City of Buena Park Public Works Department**
Program Name:	**Graffiti Removal Program**
Estimated Goal:	**57,785 Individuals within low-income census tracts/ 2,000 Graffiti Instances**
Funding Request:	**$24,750**

Organization Purpose:

Graffiti Removal Program staff proactively and reactively responds to graffiti incidents within the City's CDBG eligible census tracts. The program's purpose is to provide a suitable living environment for Buena Park residents by removing graffiti in residential and commercial areas.

Description of Request:

CDBG funds will be used for program staff salaries and benefits. CDBG funding is limited to staff responding to graffiti incidents within the City's CDBG eligible census tracts.

Analysis of Request:

The project meets the national objective of benefiting low- and moderate- income areas and aiding in the elimination of slums or blight within the City. Program staff estimate that 57,785 individuals living within the City's low-income census tracts will benefit from this service. Due to the anonymity of graffiti removal requests, program staff track their goal by the number of graffiti instances removed rather than individuals and households assisted.

Funding Recommendation:

Staff recommends funding in the amount of **$16,000**.

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☑ Completed FY 2026-2027 CDBG Grant Application
- ☐ Copy of current client intake form for proposed activity
  - ☑ N/A (only if activity is LMA)
- ☑ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☑ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☐ Proof of active nonprofit status (IRS determination letter)
- ☐ List of Board of Directors (board member names and titles)
- ☐ Copy of current organizational chart
- ☐ Copy of current lease (if CDBG funding request involves rental expenses)
- ☐ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: Buena Park Public Works Department

Submitted By: Mina Mikhael, P.E., Director of Public Works/City Engineer / _____ / 12/18/25
(Print Name, Title) (Sign) (Date)

RECEIVED
DEC 18 2025
ECONOMIC DEVELOPMENT

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027)
CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	Buena Park Public Works Department
Activity/Program Name	Graffiti Removal Program
Address	6650 Beach Boulevard, Buena Park, CA 90620
Contact Person/Title	Nino Libunao, Facilities and Parks Superintendent
Email Address	Nlibunao@buenapark.com
Phone Number	714-562-3661
Activity Type (select one)	☑ Public Service Activity ☐ Other CDBG Eligible Activity
Organization Type (select one)	☑ City Department ☐ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$ 24,750

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

   Estimated Goal: 57,785 ☑ Individuals ☐ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: 57,785 ☑ Individuals ☐ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.



(Signature of authorized representative)

12/18/25
Date

Mina Mikhael, P.E., Director of Public Works/City Engineer
(Print name and title of authorized representative)

Organization Name: Buena Park Public Works Department Program Name: Graffiti Removal Program

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the proposed activity, including services to be provided and goals to be accomplished. a) Why is there a need for this activity in the City of Buena Park? b) Identify the location of the activity and the service area boundaries. c) Describe specifically the intended use of the CDBG funds.
	The funds will be utilized to remove graffiti in low and moderate income areas as specified in the attached project location map. Funds will cover time and material spent for the project, such as staff salaries, in order to combat the vast majority of graffiti problems within the City of Buena Park. Residents can report graffiti via many ways, including our 24-hour graffiti removal hotline at (714) 821-8658; City's website; by e-mail (buenaparkgraffiti@buenapark.com); or by calling the Public Works Department during normal business hours at (714) 562-3755. The graffiti crew's goal is to respond and remove graffiti within 48 hours following receipt of the complaint. Our goal is to remove approximately 2,000 pieces of graffiti over the fiscal year.
2	**TARGET POPULATION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.
	All residents in tract 001801, 088601, 110110, 110201, 110202, 110302, 110303, 110401, 110402, 110500, 110603, 110604, 110606 and 110607 totaling 57,785 will be served. See attached project location map.

3 **NATIONAL OBJECTIVES**

[24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.

Select one then explain in the space below:

- ☑ Benefit low- and moderate-income persons in Buena Park;
- ☐ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☐ Meet a need having a particular urgency in Buena Park.

The Graffiti Removal Program meets the CDBG National Objective of Benefit to Low- and Moderate-Income Persons by providing graffiti removal services in areas where a majority of residents are low- and moderate-income. The program improves neighborhood conditions, enhances safety and quality of life, and helps maintain stable housing environments for LMI

4 **BUDGET**

[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
Staff salaries and benefits	$ 24,750	$	$ 24,750
Maintenance and operations	$	$ 40,100	$ 40,100
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
Total	**$** 24,750	**$** 40,100	**$** 64,850

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	All residents in tract 001801, 088601, 110110, 110201, 110202, 110302, 110303, 110401, 110402, 110500, 110603, 110604, 110606 and 110607 totaling 57,785 will be served. See attached project location map.
6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP.
	A. Select one Objective: ☑ Suitable Living Environment ☐ Decent Affordable Housing ☐ Economic Opportunities **B. Select one Outcome:** ☐ Availability/Accessibility ☐ Affordability ☑ Sustainability

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

4. Further, the prospective sub-recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective sub-recipient will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

6. It is further agreed that by submitting this proposal, the prospective sub-recipient will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: Buena Park Public Works Department

Address: 6650 Beach Boulevard

City: Buena Park State: CA Zip: 90621

Unique Entity ID (UEI): NUK2QVHWF62 Expiration Date: 4/16/26

Active Exclusions (Select One): ☐ Yes ☑ No

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

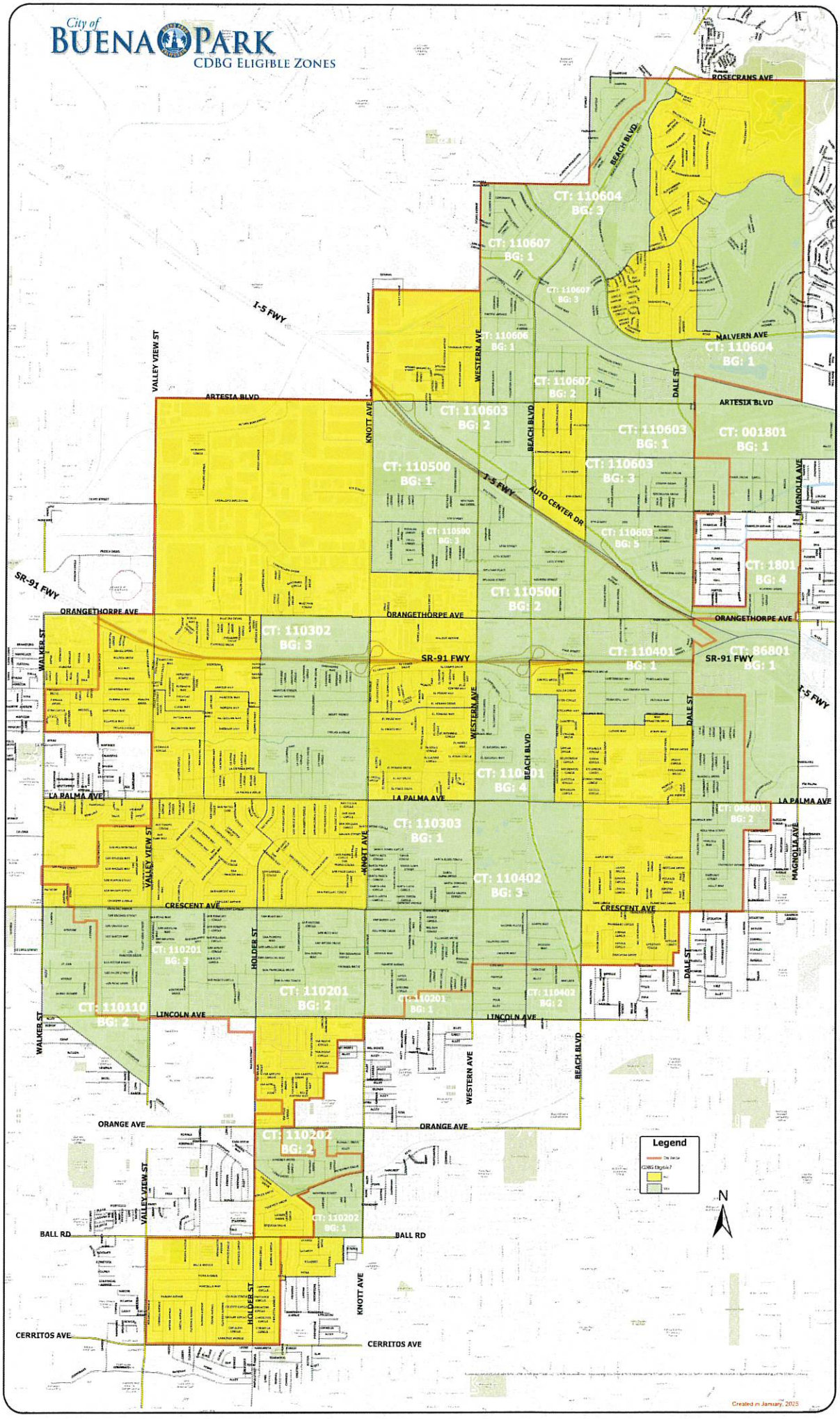
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name: Buena Park Public Works Department

Address: 6650 Beach Blvd, Buena Park, CA 90621

Mina Mikhael, P.E., Director of Public Works/City Engineer		12/18/25
Name and Title of Authorized Representative	**Signature**	**Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
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 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 and/or debarment.


City of
BUENA PARK
CDBG Eligible Zones
ROSECRANS AVE
BEACH BLVD
CT: 110604
BG: 3
CT: 110607
BG: 1
CT: 110607
BG: 3
I-5 FWY
VALLEY VIEW ST
CT: 110606
BG: 1
WESTERN AVE
CT: 110607
BG: 2
DALE ST
MALVERN AVE
CT: 110604
BG: 1
ARTESIA BLVD
CT: 110603
BG: 2
KNOTT AVE
BEACH BLVD
CT: 110603
BG: 1
CT: 001801
BG: 1
CT: 110500
BG: 1
I-5 FWY
AUTO CENTER DR
CT: 110603
BG: 3
MAGNOLIA AVE
CT: 110500
BG: 3
CT: 110603
BG: 5
CT: 1801
BG: 4
SR-91 FWY
CT: 110500
BG: 2
ORANGETHORPE AVE
ORANGETHORPE AVE
ORANGETHORPE AVE
CT: 110302
BG: 3
WALKER ST
SR-91 FWY
CT: 110401
BG: 1
CT: 86801
BG: 1
SR-91 FWY
I-5 FWY
WESTERN AVE
DALE ST
CT: 110401
BG: 4
BEACH BLVD
LA PALMA AVE
LA PALMA AVE
LA PALMA AVE
CT: 110303
BG: 1
CT: 086801
BG: 2
VALLEY VIEW ST
KNOTT AVE
CT: 110402
BG: 3
MAGNOLIA AVE
CRESCENT AVE
CRESCENT AVE
CT: 110201
BG: 1
HOLDER ST
DALE ST
CT: 110201
BG: 2
CT: 110110
BG: 2
CT: 110201
BG: 1
CT: 110402
BG: 2
LINCOLN AVE
LINCOLN AVE
WALKER ST
WESTERN AVE
BEACH BLVD
ORANGE AVE
ORANGE AVE
CT: 110202
BG: 2
Legend
CDBG Eligible?
N
VALLEY VIEW ST
CT: 110202
BG: 1
BALL RD
BALL RD
KNOTT AVE
HOLDER ST
CERRITOS AVE
CERRITOS AVE
Created in January, 2025

City of Buena Park
2026-2027 Community Development Block Grant (CDBG)

Funding Proposal Summary Sheet

Organization Name:	**City of Buena Park Community Services Department**
Program Name:	**Senior Transportation Program**
Estimated Goal:	**350 Individuals**
Funding Request:	**$33,690**

Organization Purpose:

The Senior Transportation Program provides senior Buena Park residents with transportation to non-emergency medical appointments, pharmacies, grocery stores, and the Buena Park Senior Center.

Description of Request:

CDBG funds will be used for three part-time drivers' salaries and benefits and cell phone expenses.

Analysis of Request:

The project meets the national objective of benefiting low- and moderate- income individuals, specifically low-income seniors. The program meets an underserved need within the City because many seniors are unable to access other public transportation, do not qualify for Orange County Transportation Authority (OCTA) access service, or drive their own vehicle.

Funding Recommendation:

Staff recommends funding in the amount of **$26,000**.

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☑ Completed FY 2026-2027 CDBG Grant Application
- ☑ Copy of current client intake form for proposed activity
  - ☐ N/A (only if activity is LMA)
- ☑ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☑ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☐ Proof of active nonprofit status (IRS determination letter)
- ☐ List of Board of Directors (board member names and titles)
- ☐ Copy of current organizational chart
- ☐ Copy of current lease (if CDBG funding request involves rental expenses)
- ☐ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: City of Buena Park/Community Services

Submitted By: Wilfredo Lozano, Drvier/Scheduler / [signature] / 12/1/20
(Print Name, Title) (Sign) (Date)

RECEIVED
DEC 18 2025
ECONOMIC DEVELOPMENT

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027)
CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	City of Buena Park/Community Services
Activity/Program Name	Senior and Non emergency medical transportation
Address	8150 Knott Ave, Buena Park, Ca 90620
Contact Person/Title	Wilfredo Lozano, Driver/Scheduler
Email Address	wlozano@buenapark.com
Phone Number	714-236-3874
Activity Type (select one)	☑ Public Service Activity ☐ Other CDBG Eligible Activity
Organization Type (select one)	☑ City Department ☐ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$33,690.00

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

   Estimated Goal: 350 ☑ Individuals ☐ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: 350 ☑ Individuals ☐ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.

Jim Box
(Signature of authorized representative)

12/1/20
Date

Jim Box, Director of Community Services
(Print name and title of authorized representative)

Organization Name: City of Buena Park/Community Services Program Name: Senior and Non emergency medical transportation

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the proposed activity, including services to be provided and goals to be accomplished. a) Why is there a need for this activity in the City of Buena Park? b) Identify the location of the activity and the service area boundaries. c) Describe specifically the intended use of the CDBG funds.
	The Senior and Non-Emergency Medical Transportation Program provides a driver and vehicle to transport Buena Park senior citizens from their home to the Buena Park Senior Center. The program also provides round-trip transportation to medical appointments and/or pharmacy for a fee of $1 each way; however, no one is denied transportation for inability to pay. The program is free to Buena Park residents 60 years of age and older. The location of the appointments (doctor, dentist, hospital or pharmacy) will be limited up to our miles outside of Buena Park.
2	**TARGET POPULATION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.
	The target population is Buena Park residents 60 years of age or older, who need assistance with transportation to and from doctors' appointments, pharmacy and essential grocery shopping with a targeted goal of 350 seniors within the fiscal year. The estimated number of clients was determined by averaging the number of ridership applications we receive weekly. We will reach our target by continuously advertising to promote the program. In addition, we will be delivered to senior living facilities, senior apartments and medical offices. Furthermore, the program is also advertised int he City's quarterly publication and a monthly newsletter. Many seniors do not have reliable transportation or the ability to drive and public transportation may not be appropriate as it can be confusing. The program operates with full accessibility to Buena Park seniors with trained courteous staff.

3

NATIONAL OBJECTIVES

[24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.

Select one then explain in the space below:

- ☑ Benefit low- and moderate-income persons in Buena Park;
- ☐ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☐ Meet a need having a particular urgency in Buena Park.

The Senior and Non-Emergency Medical Transportation Program provides a low cost, convenient and safe way for Buena Park senior citizens to receive medical care and treatment promoting their continued independence and well-being. As a result of a senior's inability or difficulty in obtaining transportation, seniors often delay or neglect to make necessary and critical appointments with their healthcare provider. This often results in turning a minor health problems into major costly ones. Transportation will also be provided for seniors to pick up prescriptions, attend dental appointments and receive flu shots.

Providing transportation for seniors to the Senior Activity Center ultimately enhances their quality of life, fosters social interaction, independence and self-determination for Buena Park residents over the age of 60. This includes trips to the grocery store, transportation to the Senior Center for special appointments such as Medicare counseling and support counseling and support counseling with outreach or support groups. The vast majority of participants are low to moderate income senior citizens. Many frail elderly residents are unable to access public transportation services, don't qualify for OCTA ACCESS service, and they do not drive or own a vehicle.

4

BUDGET

[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
1 part time driver salary	$ 32,516	$ 0	$ 32,516
Benefits	$ 2,276	$ 0	$ 2,276
Cell phone allowance	$ 900	$ 0	$ 900
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
Total	$ 35,692	$	$ 35,692

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	The majority of clients served are over 60 years of age, who meet the low/moderate income requirements. Most of the clients are Buena Park residents. Documentation consists of filling out the transportation application which requires the applicant to fill out their income. We only provide transportation to Buena Park residents which meets the 20% minimum residency requirement. Additionally a daily client contact tally sheets that define type of transportation (i.e. prescription pickup, doctors appointment, etc.)

6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP.
	A. Select one Objective: ☑ Suitable Living Environment ☐ Decent Affordable Housing ☐ Economic Opportunities **B. Select one Outcome:** ☑ Availability/Accessibility ☐ Affordability ☐ Sustainability

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

4. Further, the prospective sub-recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective sub-recipient will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

6. It is further agreed that by submitting this proposal, the prospective sub-recipient will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: City of Buena Park

Address: 8150 Knott Ave

City: Buena Park State: CA Zip: 90620

Unique Entity ID (UEI): NUK2QVHWF623 Expiration Date: 3/17/26

Active Exclusions (Select One): ☐ Yes ☑ No

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Organization Name: City of Buena Park

Address: 8150 Knott Ave, Buena Park, CA 90620

Jim Box Director of Community Services		12/18/25
Name and Title of Authorized Representative	**Signature**	**Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
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 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 and/or debarment.

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☑ Completed FY 2026-2027 CDBG Grant Application
- ☑ Copy of current client intake form for proposed activity
  - ☐ N/A (only if activity is LMA)
- ☑ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☑ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☐ Proof of active nonprofit status (IRS determination letter)
- ☐ List of Board of Directors (board member names and titles)
- ☐ Copy of current organizational chart
- ☐ Copy of current lease (if CDBG funding request involves rental expenses)
- ☐ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: City of Buena Park/Community Services

Submitted By: Wilfredo Lozano, Drvier/Scheduler / [signature] / 12/1/20
(Print Name, Title) (Sign) (Date)

RECEIVED
DEC 18 2025
ECONOMIC DEVELOPMENT

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027)
CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	City of Buena Park/Community Services
Activity/Program Name	Senior and Non emergency medical transportation
Address	8150 Knott Ave, Buena Park, Ca 90620
Contact Person/Title	Wilfredo Lozano, Driver/Scheduler
Email Address	wlozano@buenapark.com
Phone Number	714-236-3874
Activity Type (select one)	☑ Public Service Activity ☐ Other CDBG Eligible Activity
Organization Type (select one)	☑ City Department ☐ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$33,690.00

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

   Estimated Goal: 350 ☑ Individuals ☐ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: 350 ☑ Individuals ☐ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.

Jim Box
(Signature of authorized representative)

12/1/20
Date

Jim Box, Director of Community Services
(Print name and title of authorized representative)

Organization Name: City of Buena Park/Community Services Program Name: Senior and Non emergency medical transportation

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the proposed activity, including services to be provided and goals to be accomplished. a) Why is there a need for this activity in the City of Buena Park? b) Identify the location of the activity and the service area boundaries. c) Describe specifically the intended use of the CDBG funds.
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	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.
	The target population is Buena Park residents 60 years of age or older, who need assistance with transportation to and from doctors' appointments, pharmacy and essential grocery shopping with a targeted goal of 350 seniors within the fiscal year. The estimated number of clients was determined by averaging the number of ridership applications we receive weekly. We will reach our target by continuously advertising to promote the program. In addition, we will be delivered to senior living facilities, senior apartments and medical offices. Furthermore, the program is also advertised int he City's quarterly publication and a monthly newsletter. Many seniors do not have reliable transportation or the ability to drive and public transportation may not be appropriate as it can be confusing. The program operates with full accessibility to Buena Park seniors with trained courteous staff.

3 **NATIONAL OBJECTIVES**

[24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.

Select one then explain in the space below:

- ☑ Benefit low- and moderate-income persons in Buena Park;
- ☐ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☐ Meet a need having a particular urgency in Buena Park.

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Providing transportation for seniors to the Senior Activity Center ultimately enhances their quality of life, fosters social interaction, independence and self-determination for Buena Park residents over the age of 60. This includes trips to the grocery store, transportation to the Senior Center for special appointments such as Medicare counseling and support counseling and support counseling with outreach or support groups. The vast majority of participants are low to moderate income senior citizens. Many frail elderly residents are unable to access public transportation services, don't qualify for OCTA ACCESS service, and they do not drive or own a vehicle.

4 **BUDGET**

[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
1 part time driver salary	$ 32,516	$ 0	$ 32,516
Benefits	$ 2,276	$ 0	$ 2,276
Cell phone allowance	$ 900	$ 0	$ 900
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
Total	**$** 35,692	**$**	**$** 35,692

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	The majority of clients served are over 60 years of age, who meet the low/moderate income requirements. Most of the clients are Buena Park residents. Documentation consists of filling out the transportation application which requires the applicant to fill out their income. We only provide transportation to Buena Park residents which meets the 20% minimum residency requirement. Additionally a daily client contact tally sheets that define type of transportation (i.e. prescription pickup, doctors appointment, etc.)

6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP.
	A. Select one Objective: ☑ Suitable Living Environment ☐ Decent Affordable Housing ☐ Economic Opportunities **B. Select one Outcome:** ☑ Availability/Accessibility ☐ Affordability ☐ Sustainability

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

4. Further, the prospective sub-recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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6. It is further agreed that by submitting this proposal, the prospective sub-recipient will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: City of Buena Park

Address: 8150 Knott Ave

City: Buena Park State: CA Zip: 90620

Unique Entity ID (UEI): NUK2QVHWF623 Expiration Date: 3/17/26

Active Exclusions (Select One): ☐ Yes ☑ No

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Organization Name: City of Buena Park

Address: 8150 Knott Ave, Buena Park, CA 90620

Jim Box Director of Community Services		12/18/25
Name and Title of Authorized Representative	**Signature**	**Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/or debarment.
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4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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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 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 and/or debarment.

Buena Park Senior Activity Center

Senior Transportation (ST*R) Program Application

All sensitive information provided is confidential

The Buena Park Senior Transportation and Runabout (ST*R) Program offers both a non-emergency medical van for doctor visits and a Bus service that transports seniors to and from their residences to the Buena Park Senior Center. This program is available to seniors 60 and older.

This program is funded by the following:

- Orange County Transportation Authority (OCTA)
- Office on Aging (OoA)
- Community Development Block Grant (CDBG)
- **City of Buena Park.**

Rider Information

Full Name: _____ Birth Date: _____

Address: _____ Apt: _____

City: _____ Zip Code: _____

Cross Streets: _____ and _____

Home Phone: _____ Cell Phone: _____

Do you have access to transportation? (i.e. Family, Friends, Relatives) Yes No

Mobility Status (circle one):

Ambulatory Manual Wheelchair Power Wheelchair Cane Walker Oxygen Tank

Scooter Service Animal Other Disability (Please list): _____

Can the rider be left home alone? (Circle one): Yes No

ID and Proof of Address will be required at the time of application submittal.

☐ **Age** ☐ **Address**

_____ _____

Verified By: Staff Signature **Date**

Buena Park Senior Activity Center

Mark the days you wish to be picked-up for transportation

ST*R Program (To Senior Center) 8am-3pm	Non-Emergency ***Must call in advance** (Appointments Needed) 8am-12pm
☐ Monday	☐ Tuesday
☐ Tuesday	☐ Wednesday
☐ Wednesday	☐ Thursday
☐ Thursday	

Comments: _____

_____

_____

Emergency Contact Information

Contact #1

Name: _____ Relationship: _____

Phone: _____ City: _____

Contact #2

Name: _____ Relationship: _____

Phone: _____ City: _____

Primary Physician Information

Physician Name: _____ Physician Phone #: _____

Physician Address: _____ City: _____ Zip: _____

Basic Medical Information

Additional important medical information (Allergies, medical info, existing conditions):

_____

_____

_____

To be filled out by Staff: _____

_____

_____

_____

_____

Buena Park Senior Activity Center

Senior Transportation and Runabout

The program is funded by many supportive agencies. The following questions are required to participate in the program, answers will be held confidential. Your name will not be associated with this information. Please fill out to the best of your ability.

Are you the Head of Household (circle one): YES NO

Total Gross Household Annual Income (Print Here): _____

Number of People in the Household: _____

Please answer the following based upon what you consider yourself to be. It may be difficult to choose a single identity if you have a multicultural heritage; nevertheless, to comply with Federal law you must choose only one.

For the purposes of this survey, check only one of the following race/ethnic categories you identify with:

☐ **White (not of Hispanic origin)**: All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

☐ **Black/African American (not of Hispanic origin)**: All persons having origins in any of the Black racial groups of Africa.

☐ **Hispanic:** All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

☐ **Asian**: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

☐ **American Indian or Alaskan Native:** All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

☐ **Native Hawaiian/Pacific Islander:** All persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

☐ **American Indian/Alaskan Native & White:** All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition and origins in any of the original peoples of Europe, North Africa, or the Middle East.

☐ **Asian & White:** All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and origins in any of the original peoples of Europe, North Africa, or the Middle East.

☐ **Black/African American & White:** All persons having origins in any of the Black racial groups of Africa and origins in any of the original peoples of Europe, North Africa, or the Middle East.

☐ **American Indian/Alaskan Native & Black:** All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition and origins in any of the Black racial groups of Africa.

☐ **Other:** Indicate specific ethnic group or national origin with which you identify.
Please Specify: _____

CERTIFICATION: I hereby certify that, to the best of my knowledge, the provided information is true and accurate.

x_____
Signature Here

Buena Park Senior Activity Center

Release and Waiver of Liability and Indemnity Agreement

In consideration of my voluntary participation in the Buena Park Senior Center Transportation Program, the undersigned hereby agrees to the following:

The undersigned hereby releases, waives, discharges and covenants not to use the City of Buena Park, its officers and employees (hereinafter referred to as "releases") from all liability to the undersigned for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, caused by the negligence of the releases or a condition of City property, including City vehicles while the undersigned is using the Program.

The undersigned hereby assumes full responsibility and save and hold harmless the releases and each of them from any loss, liability, damage or cost they may incur due to the voluntary participation of the undersigned in the Program.

The undersigned hereby assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of the releases or condition of City property, including City vehicles while using the Program.

The undersigned further expressly agrees that the foregoing release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees that no oral representation, statements or inducement apart from the foregoing written agreement have been made.

Signature of Participant: _____

Buena Park Senior Activity Center

I, _____, agree to the following guidelines in order to be an active participant in the program.

Below is a review of the basic rules of utilizing the Transportation Program, initial each statement:

_____ I will call The Senior Center to schedule an appointment for my pick up days to and from The Senior Center and/or medical/non-medical appointments 2 weeks in advance. I understand all pickups and returns are on a first come, first served basis and availability.

_____ I understand that when using The Transportation Program for Medical purposes, and need on-going treatment that Transportation Program will "attempt" but not guarantee to accommodate my appointments for a 6-week period. After that period of time, I will need to make other arrangements for transportation.

_____ I understand that any cancellation with the ST*R transportation is my responsibility, and I will contact the Senior Activity Center in a 24hr notice. The Senior Activity Center is open Monday –Friday from 7:30 a.m. – 5:30 p.m.

_____ I will provide the transportation Coordinator with name, address and phone number of my doctor, dentist, pharmacy, and emergency contact information. I understand if this information is not provided, my ride will not be accommodated.

_____ I understand that the program assists Buena Park residents over the age of 60 who want to come to the senior activity center or for grocery shopping within the city limits, or for non-emergency medical transportation within three road miles (driving) of the city limits, and have no other means of transportation.

_____ I understand the non-compliance with these guide lines may jeopardize my continued participation in this program

_____ It is my responsibility to be ready for pick up at the arranged time. **Three strike rule – if the driver shows up three times and I am not ready or forgot to inform the senior activity center that I would not be coming – I will be put on probation. A fourth time and I will be off the program for four weeks. If it happens again, I will be out of the program.**

_____ There is a large waiting list to utilize the ST*R program to ride to and from the senior activity center and to doctor appointments. I will be prompt and on time for my pickups. The driver is not allowed to come back "later", if I am not ready at the time agreed.

Thank you for your interest in the Senior Mobility Program. It may take 2 weeks for new riders to be placed on the list.

City of Buena Park
2026-2027 Community Development Block Grant (CDBG)

Funding Proposal Summary Sheet

Organization Name:	**City of Buena Park Community Services Department**
Program Name:	**Homeless Outreach Program**
Estimated Goal:	**200 Individuals**
Funding Request:	**$20,000**

Organization Purpose:

The City's Homeless Outreach Program provides services to homeless individuals living in Buena Park. They collaborate with Mercy House at the Navigation Center, the Buena Park Police Department, and other homeless services providers to assist individuals experiencing homelessness. They provide emergency housing solutions, supplies such as food and clothing, assistance with applying for federal and state benefits, medical treatment referrals, and other services to cater to individual's needs. The Homeless Outreach Team also administers medication in emergency substance abuse cases.

Description of Request:

CDBG funds will be used for temporary shelter costs, relocation expenses, transitional housing fees, emergency/safety supplies, transportation, DMV/vital documentation fees, and program staff training.

Analysis of Request:

The Homeless Outreach Program meets the objective of benefitting low- and moderate-income residents in Buena Park. Homelessness continues to be a major concern in the City and this program will help decrease the issue by providing services that will propel homeless individuals into better living situations. CDBG funds are used to provide direct services to clients. Overall, this program helps meet the City's goal and HUD's requirement for continuum of care to assist the homeless population.

Funding Recommendation:

Staff recommends funding in the amount of **$19,500**.

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☑ Completed FY 2026-2027 CDBG Grant Application
- ☑ Copy of current client intake form for proposed activity
  - ☐ N/A (only if activity is LMA)
- ☑ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☑ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☐ Proof of active nonprofit status (IRS determination letter)
- ☐ List of Board of Directors (board member names and titles)
- ☐ Copy of current organizational chart
- ☐ Copy of current lease (if CDBG funding request involves rental expenses)
- ☐ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: Community Services, Homeless Outreach Services

Submitted By: Rosemary Nielsen / Rosemary Nielsen / 12/17/25
(Print Name, Title) (Sign) (Date)

RECEIVED
DEC 18 2025
ECONOMIC DEVELOPMENT

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027)
CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	Community Services, Homeless Outreach Services
Activity/Program Name	Homeless Outreach Services
Address	8150 Knott Ave, Buena Park, Ca 90620
Contact Person/Title	Rosemary Nielsen/Community Services Supervisor
Email Address	rnielesn@buenapark.com
Phone Number	(714) 236-3876
Activity Type (select one)	☑ Public Service Activity ☐ Other CDBG Eligible Activity
Organization Type (select one)	☑ City Department ☐ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$ 20,000

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

   Estimated Goal: 200 ☑ Individuals ☐ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: 200 ☑ Individuals ☐ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.

(Signature of authorized representative) Date 12/18/25

Jim Box Director of Community Services
(Print name and title of authorized representative)

Organization Name: Community Services, Homeless Outreach Services Program Name: Homeless Outreach Services

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the proposed activity, including services to be provided and goals to be accomplished. a) Why is there a need for this activity in the City of Buena Park? b) Identify the location of the activity and the service area boundaries. c) Describe specifically the intended use of the CDBG funds.
	As of the Point in Time count January, 2024 it is estimated that the City of Buena Park has a total of 379 people experiencing homelessness. The Homeless Outreach Team provides services to those who are experiencing homelessness and those at risk of becoming homeless. All CDBG funds will be used to assist clients in connecting to emergency shelter, transitional living, transportation and other critical services. The goal is to eliminate homelessness to functional zero. Homeless Outreach Services are located at Ehlers Event Center, 8150 Knott Ave, Buena Park, Ca 90620. We provide services to those experiencing homelessness from the City of Buena Park. These CDBG funds will be used for the following: Housing Emergency Shelter, Relocation Expenses/Storage and Emergency Supplies, Local Transportation/DMV Fee's, Documentation / ID fee's and Staff Training.
2	**TARGET POPULATION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.
	The proposed program is designed to serve individuals who face significant social, economic, and structural barriers to achieving stability and long-term success. Our primary target population is those experiencing homelessness or at risk of homelessness. This population is disproportionately impacted by limited access to quality educational, economic, and health-supportive resources. Many participants encounter multiple intersecting challenges, including; homelessness, underemployment, food insecurity, chronic health disparities, no transportation and feeling of helplessness. The program will prioritize outreach to individuals who identify as unhoused. to ensure equitable access to services. By addressing unmet needs and connecting participants with targeted support, the initiative aims to reduce homelessness and improve quality of life, and strengthen long-term community outcomes. The Program will target individual who live or work in the City of Buena Park. Historically 200 individuals have been assisted per year.

3 **NATIONAL OBJECTIVES**
[24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.
Select one then explain in the space below:

- ☑ Benefit low- and moderate-income persons in Buena Park;
- ☐ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☐ Meet a need having a particular urgency in Buena Park.

Benefits to the Community Investing in services for individuals experiencing homelessness strengthens the entire community by promoting stability, safety, and long-term sustainability. When the needs of the homeless population are effectively addressed, the community experiences measurable social and economic benefits, including:

1. Improved Public Health Access to shelter, improves overall community
2. Increased Public Safety Stable housing and supportive services reduce the likelihood of survival-based activities such as trespassing or loitering
3. Reduced Strain on Emergency Services Homelessness is closely linked to high utilization of emergency rooms, crisis intervention, and first-responder services.
4. Economic Savings and Efficient Use of Public Funds Evidence consistently shows that supportive housing and wraparound services are more cost-effective than repeated emergency interventions. Communities save money through reduced hospital visits, incarceration costs, and shelter turnover.
5. Enhanced Community Cohesion and Equity Addressing homeless demonstrates a commitment to compassion, fairness, and inclusion.

4 **BUDGET**
[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
Motels/Room Rentals	$ 5,000	$	$
Relocation/Storage Expenses	$ 2,000	$	$
Transitional Housing Fees	$ 2,000	$	$
Emergency/Safety Supplies	$ 2,500	$	$
Transportation	$ 5,500	$	$
DMV/Vital Documentation	$ 1,000	$	$
Staff Training Conference/Edu/Supplies	$ 2,000	$	$
Salaries/Benefits	$	$ 390,800.00	$
Educational Incentive	$	$ 4,200.00	$
Office Supplies/Special	$	$ 1,000	$
Total	**$**	**$** 396,000.00	**$**

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	Clients served by the Homeless Outreach Program must be extremely low income and unhoused or at risk of losing their housing. The participants will have significant ties to the City of Buena Park which include: renting or owning a home, going to school or working within the city. Documentation consists of intake sheets, hot line logs, drop-in logs and HMIS and Outreach Grid data.
6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP.
	A. Select one Objective: ☑ Suitable Living Environment ☐ Decent Affordable Housing ☐ Economic Opportunities **B. Select one Outcome:** ☑ Availability/Accessibility ☐ Affordability ☐ Sustainability

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

4. Further, the prospective sub-recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective sub-recipient will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

6. It is further agreed that by submitting this proposal, the prospective sub-recipient will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: Homeless Outreach Services

Address: 8150 Knott Ave

City: Buena Park State: Ca Zip: 90620

Unique Entity ID (UEI): NUK2QVHWF623 Expiration Date: 3/17/26

Active Exclusions (Select One): ☐ Yes ☑ No

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Organization Name: Buena Park Homeless Services

Address: 8150 Knott Ave, Buena Park Ca 90620

Jim Box, Director of Community Services		12/18/25
Name and Title of Authorized Representative	**Signature**	**Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
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 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 and/or debarment.

BUENA PARK
Center of the Southland

Community Services Department

HOMELESS OUTREACH PROGRAM

NEW CLIENT INTAKE FORM

Access ID No. _____ **Outreach Worker** _____

Interviewed By _____ **Date** _____

***Full Name** _____

***Birthdate**: _____ Gender: _____

***Race** _____ ***Hispanic**: _____

***Income Level**: _____ ***Type (Homeless or Other)** _____

Place of Origin: _____ What brought them to Buena Park? _____

Home / Mailing Address: _____

_____

Phone Number: _____

ID: Y / N Social Security Card: Y / N Birth Certificate: Y / N Medical Insurance: Y

What State? _____ What State? _____ What Group? _____

Do any of these conditions apply to you? Please check. ☐ Disability ☐ Mental Illness Provider: _____

☐ HIV/AIDs ☐ Substance Abuse ☐ Chronic Health Condition

***BP Resident** _____ ***Verified by** _____

Recent Residency (Previous lease. Previous utility service, Written confirmation of residency. School Records):

_____

Proof of Strong Ties: _____ PD / Fire Referral / Code Enforcement _____ Name of City Official _____

Medically Compromised / Age 60+ years : _____

Veteran: _____ Branch of Service: _____ DD214: _____

☐ High Vuln. ☐ Moderate Vuln. ☐ Low Vuln.

BP Resident Verification

I am certifying that the client has been homeless, and I have verified that the client is a *Buena Park Resic*

_____ _____ _____

Name of Outreach Worker **Signature of Outreach Worker** **Date**

Notes (Please describe how BP Residency was verified and any interview details)

BUENA PARK SENIOR ACTIVITY CENTER
8150 Knott Ave, Buena Park, CA 90620
(714) 236 - 3870
buenapark.com/seniors

City of Buena Park
2026-2027 Community Development Block Grant (CDBG)

Funding Proposal Summary Sheet

Organization Name:	**Mercy House Living Centers**
Program Name:	**Buena Park Navigation Center**
Estimated Goal:	**130 Individuals**
Funding Request:	**$30,000**

Organization Purpose:

Mercy House Living Centers administers the homeless services provided at the Buena Park Navigation Center. The program provides year-round shelter, hygiene facilities, meals, and intensive supportive services to homeless adults.

Description of Request:

The program offers a safe environment for homeless individuals accessing emergency housing at the Buena Park Navigation Center. Services include housing navigation, enrichment activities, health care resources, drug and alcohol treatment referrals, employment placement referrals, and much more.

CDBG funds will be used to cover a portion of the cost to provide meals to individuals living in the shelter. The shelter provides three meals per day including breakfast, lunch and dinner. The meals are prepared by an outside vendor and distributed by staff and volunteers at their on-site kitchen.

Analysis of Request:

This program is designed to benefit low-and moderate-income persons by providing shelter and supportive services to the most vulnerable homeless men and women living within City limits. Homelessness is a major concern in the City and this program provides services needed to assist in addressing these issues.

Funding Recommendation:

Staff recommends funding in the amount of **$26,000**.

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☑ Completed FY 2026-2027 CDBG Grant Application
- ☑ Copy of current client intake form for proposed activity
  - ☐ N/A (only if activity is LMA)
- ☑ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☑ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☑ Proof of active nonprofit status (IRS determination letter)
- ☑ List of Board of Directors (board member names and titles)
- ☑ Copy of current organizational chart
- ☐ Copy of current lease (if CDBG funding request involves rental expenses)
- ☑ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: Mercy House Living Centers

Submitted By: Cayman Beeman, Grants Specialist	/ Cayman Beeman	/11/26/2025
(Print Name, Title)	(Sign)	(Date)

RECEIVED
DEC 15 2025
ECONOMIC DEVELOPMENT

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027)
CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	Mercy House Living Centers
Activity/Program Name	Buena Park Navigation Center
Address	P.O. Box 1905, Santa Ana, CA 92702
Contact Person/Title	Cayman Beeman, Grants Specialist
Email Address	caymanb@mercyhouse.net
Phone Number	714-836-7188 ext. 364
Activity Type (select one)	☑ Public Service Activity ☐ Other CDBG Eligible Activity
Organization Type (select one)	☐ City Department ☐ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$30,000

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

   Estimated Goal: 300 ☑ Individuals ☐ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: 130 ☑ Individuals ☐ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.

(Signature of authorized representative) 11/26/2025 Date

Larry Haynes, Chief Executive Officer
(Print name and title of authorized representative)

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe the proposed activity, including services to be provided and goals to be accomplished.

a) Why is there a need for this activity in the City of Buena Park?
b) Identify the location of the activity and the service area boundaries.
c) Describe specifically the intended use of the CDBG funds.

The 2024 Homeless Point in Time Count found that as many as 7,322 people are homeless in Orange County. 3,227 of the homeless are in the North Service Planning Area, which includes the City of Buena Park. The City of Buena Park has an estimated 379 homeless people within the city, 186 are unsheltered and on the streets. The city saw a more than 42% increase in homelessness between 2022 and 2024. Furthermore, in comparing the 2022 PIT to 2024, the North Service Planning Area saw more than a 118% increase in the unsheltered homeless population and an increase of more than 6% in the sheltered population. As more people on the streets turn to our emergency shelters and navigation centers as reliable support networks on their way back to housing, initiatives like the Buena Park Navigation Center have played a crucial role in this additional support for the increased homeless population.

The Buena Park Navigation Center, located at 6494 Caballero Boulevard in Buena Park, provides homeless adults and couples with 149-beds of year-round shelter, access to showers and hygiene facilities, warm nutritious meals, and intensive supportive services focusing on housing search and placement to literally homeless adults living on the streets of and/or connected to Orange County's North Service Planning Area, including those on the streets of Buena Park. Clients of the Navigation Center have 24-hour access to shelter and ongoing supportive services. To reduce the impact on the surrounding communities, the Buena Park Navigation Center only allows entry into the program through a reservation system. The North Orange County Public Safety Task Force's Outreach Grid, an app that matches the efforts of designated street outreach teams and police departments in the North Orange County region to real-time bed vacancies at the shelter, is used to secure all reservations.

Mercy House addresses the needs and goals identified in the housing plan through the provision of the following services:

- ✓ **Housing Navigation** - Housing Navigators conduct CES assessments to connect shelter guests to housing resources available through the Orange County Coordinated Entry System (CES); Shelter guests are helped obtain necessary documents. Crisis intervention services focus on enhancing the guests' ability to independently problem solve, utilize effective coping skills, and manage and self -coordinate own care.

- ✓ **Enrichment Activities** - Life Skills classes and workshops as well as indoor and outdoor recreational activities are provided to shelter guests to improve their quality of life and encourage them to remain onsite during the day to take advantage of all services available to them.

- ✓ **Health Care Resources** – Shelter guests are connected to on and off-site health resources through KCS Health Center and various departments of the County of Orange.

- ✓ **Crisis Evaluation/Mental Health Resources** - Shelter guests are connected to on and off-site health resources through KCS Health Center and various departments of the County of Orange.

- ✓ **Drug and Alcohol Treatment Referrals** - Shelter guests are connected to on and off-site health resources through KCS Health Center and various departments of the County of Orange.

- ✓ **Employment/Job Placement Referrals** - Shelter guests are connected to on-site and off-site employment and job service partners providing job skills training, coaching and mentoring, financial assistance programs, and job placement services. Mercy House has partnerships with a number of employment specialist agencies including Chrysalis.

- ✓ **Benefits Enrollment** – Shelter guests are connected to Social Services, VA and Cal Optima to support benefits enrollment services. Mercy House has certified SOAR specialists who support Buena Park Navigation Center guests through the SSI and SSDI application process.

- ✓ **Rapid Rehousing Resources** - We have secured Rapid Rehousing and housing barrier resources specifically targeted to those in the North SPA area. Shelter clients may also have potential access to other Mercy House housing programs available through connection to the Coordinated Entry System.

Housing Navigators work with clients no less than weekly to check in on progress toward their plans. Upon entry into the program, every resident is supported to be placed on to the county- wide coordinated entry system which refers clients to housing programs based on need and availability.

Outside of the Housing Navigation and supportive services offered by Mercy House, the Navigation Center is also host to a number of County and non-profit agencies who provide regular on-site services at the shelter. Mercy House has partnered with KCS Health Center, based in Buena Park, to provide on-site primary care, behavioral/mental health, dental and drug and alcohol treatment on-site. Other providers provide employment skills and job coaching, benefits acquisition, veteran services, legal support, housing, and other supportive services. All of these valuable services are provided at no additional cost to the shelter. Despite COVID-19, we have still been able to actively coordinate with a number of on-site service providers to offer on-site services at our shelter or have developed ways to also offer teleservices as needed for health, housing and employment supports.

While the health and safety of shelter clients has been a priority, we still remain focused on the ultimate goal of the shelter to exit people successfully to housing.

During the 2024-2025 Fiscal Year, the shelter served 474 homeless individuals, including 215 with ties to the City of Buena Park. We exited 43 to permanent housing, and another 8 to temporary housing from the shelter. Of those that exited successfully, 51% were connected to a housing subsidy program through access to the Coordinated Entry System they gained while in the program. The other 49% self-resolved their homelessness. Self- resolved homelessness is another direct byproduct of the Housing Navigation case management we provide to program participants, establishing housing and employment goals, connections to benefits and assessing strengths and resources that the program participant may have to overcome their homelessness including reunification with family members.

During FY2025-2026 we anticipate serving at least 300 clients, 130 with ties to the City of Buena Park which includes those who are currently homeless within the city boundaries or once help permanent residence within the City. If awarded, CDBG funds will be used for the provision of client meals at the shelter. The shelter provides (3) meals a day including a warm dinner, light breakfasts and lunches provided by an outside vendor and snack items purchased from retailers such as Costco. Food is served from a commercial kitchen on site. Staff or volunteers serve the food to clients in the dining area during designated mealtimes. We serve 600 meals at the site on any given day. The total budget for this line item is $234,203.00.

2	**TARGET POPULATION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.
	The project serves homeless adults and it is estimated that 300 individuals will be served during the contract period, with 130 having ties to the City of Buena Park either through prior residency in the city or homeless in the City prior to entry into the shelter. The number of clients anticipated to be served is based on historical data since beginning operations in July 2020. Referrals to the program are provided by partner agencies including the Buena Park City Outreach Team, all North SPA police departments and the County of Orange's Outreach and Engagement Team. The project is necessary to protect the homeless of our community from morbidity on the streets. Emergency shelters, including those such as the Buena Park Navigation Center that allow for the provision of on-site health services contribute to an overall reduction in both emergency room visits and hospital readmissions by homeless people. Furthermore, emergency shelters offer advantages over other housing navigation service models that are solely based on street outreach or mobile services for homeless individuals. With the basic needs of shelter, food and hygiene met, homeless individuals can more easily focus on the goals identified in their housing support plans. Engagement in Care Coordination can more readily take place when transient populations are able to maintain consistency in their location. Regular availability and visibility of on-site health and supportive service providers reduces the barriers of connecting to services and reduces lengthy delays connecting to services. Local and national data suggest that outreach programs on their own leave homeless people on the streets longer and have a lower rate of positive housing outcomes than programs that have a shelter component. Outside of the benefits for program participants, the community at large benefits from this program model. Businesses, parks, recreational and residential spaces are less impacted by homeless encampments.

3	**NATIONAL OBJECTIVES** [24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.

Select one then explain in the space below:

- ☑ Benefit low- and moderate-income persons in Buena Park;
- ☐ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☑ Meet a need having a particular urgency in Buena Park.

Benefit low- and moderate-income persons in Buena Park:

The Buena Park Navigation Center program is designed to benefit extremely low to moderate- income persons by providing shelter and supportive services to the most vulnerable homeless men and women living on the streets of the Northern Service Planning Area (SPA), which includes the City of Buena Park. No walk-ups to the shelter are permitted. Referrals to the shelter will be made by the homeless liaison officers in the Police Department or the street outreach team led by personnel with City and the County of Orange's Outreach and Engagement Team. Outreach workers will verify homeless status at entry using a referral form that is kept in the client case file. (Please reference Attachment E: Intake Documentation to review referral form).

Meet a need having a particular urgency in Buena Park:

"Providing a continuum of supportive and housing services for the homeless and households at risk of homeless" continues to be a top 5 identified goal for the City of Buena Park in its 2025 Consolidated Plan. The Buena Park Navigation Center is an integral investment that the City has been to support its goals in this area.

4

BUDGET

[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
Salaries + Benefits	$	$1,560,224	$1,560,224
HR Expenses	$	$8,000	$8,000
IT Systems and Services - Indirect	$	$13,000	$13,000
Payroll Services	$	$9,649	$9,649
Communications	$	$3,000	$3,000
Audit Fees	$	$5,000	$5,000
Office Rent	$	$7,500	$7,500
Storage	$	$2,000	$2,000
Staff Training	$	$2,000	$2,000
Mileage	$	$1,000	$1,000
Volunteer Expenses	$	$1,000	$1,000
Office Supplies	$	$9,000	$9,000
IT Systems and Services - Direct	$	$10,000	$10,000
HMIS	$	$500	$500
Communications – Direct	$	$1,500	$1,500
Insurance Policies	$	$30,605	$30,605
Equipment Leases & Rentals	$	$2,000	$2,000
Utilities / Disposal	$	$102,000	$102,000
Repairs / Maintenance / Landscaping	$	$30,000	$30,000
Laundry Rental	$	$2,976	$2,976
Facility Fixtures, Equipment and Furniture	$	$5,000	$5,000
Animals/Veterinary	$	$18,000	$18,000
Supplies	$	$87,940	$87,940
Security (Guards)	$	$197,444	$197,444
Client Food and Snacks	$30,000	$204,203	$234,203
Transportation Assist	$	$2,000	$2,000
Client services / Barrier Fund	$	$8,000	$8,000
Shuttle, Fuel and Maintenance	$	$45,600	$45,600
Total	**$30,000**	**$2,369,140**	**$2,399,140**

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	The clients served at the Buena Park Navigation Center are considered a CDBG "presumed beneficiary" due to their homeless status. At entry a referral form is completed by the referring partner agency that verifies where the client was living (place not meant for human habitation, park, shelter, etc.) prior to referral. Additionally, a Declaration of Homelessness is completed and placed in the client's case file attesting to their homelessness. Mercy House uses a standardized intake form that captures all CDBG required demographic information, homelessness information as well as self-certified income information. Residency information is also collected on the intake form. Homeless individuals who are considered "residents of Buena Park" include those who self-report prior residency in the City of Buena Park or who spent the last night prior to shelter entry in the City of Buena Park. Data from these intake forms (as well as forms completed at exit from the program) is inputted by a dedicated Data Specialist into a secure Homeless Management Information System (HMIS) database. Standard and ad hoc reporting capabilities from the system enable us to complete all required quarterly CDBG reports as well as additional outcome reports. Please reference **Attachment E: Intake Form and Intake Documents** to review documents described in this section.
6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP. **A. Select one Objective:** ☑ Suitable Living Environment ☐ Decent Affordable Housing ☐ Economic Opportunities Mercy House is seeking CDBG funding from the City of Buena Park to provide a *suitable living environment* to the homeless men and women living on the streets of Buena Park or having connections to cities in the Northern Service Planning Areas. **B. Select one Outcome:** ☑ Availability/Accessibility ☐ Affordability ☐ Sustainability Through this funding, the Buena Park Navigation Center will increase availability and accessibility to shelter and housing for homeless adults living on the streets of or having connections to cities in the North Service Planning Areas. Participants will have access to showers and hygiene facilities, meals, laundry facilities, medical clinic, multi-service center and Housing Navigation services to connect them to housing through the coordinated entry system.

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

4. Further, the prospective sub-recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective sub-recipient will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

6. It is further agreed that by submitting this proposal, the prospective sub-recipient will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: Mercy House Living Centers

Address: 6494 Caballero Blvd.

City: Buena Park State: CA Zip: 90620

Unique Entity ID (UEI): DVJ5XQ7BMQ88 Expiration Date: 9/25/2026

Active Exclusions (Select One): ☐ Yes ☑ No

MERCY HOUSE

ATTACHMENT A
NONPROFIT STATUS

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 02
Aug. 18, 2011 LTR 416
33-0315864 000000 00

BODC

MERCY HOUSE LIVING CENTERS
PO BOX 1905
SANTA ANA CA 92702-1905

16430

Employer Identification Number: 33-0315864
Person to Contact: Tonya Morris
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Aug. 09, 2011, request for informa regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determinat letter issued in April 1989.

Our records also indicate that you are not a private foundatio the meaning of section 509(a) of the Code because you are desc section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section the Code. Bequests, legacies, devises, transfers, or gifts to for your use are deductible for Federal estate and gift tax pu if they meet the applicable provisions of sections 2055, 2106, 2522 of the Code.

Please refer to our website www.irs.gov/eo for information reg filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for consecutive years results in revocation of tax-exempt status a the filing due date of the third return for organizations requ file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our we beginning in early 2011.

Aug. 18, 2011 LTR 4
33-0315864 000000

MERCY HOUSE LIVING CENTERS
PO BOX 1905
SANTA ANA CA 92702-1905

If you have any questions, please call us at the telephone r
shown in the heading of this letter.

Sincerely yours,

S. A. Martin, Operations M
Accounts Management Operat

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	MERCY HOUSE LIVING CENTERS
Entity No.:	1439992
Registration Date:	06/29/1988
Entity Type:	Nonprofit Corporation - CA - Public Benefit
Formed In:	CALIFORNIA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of June 27, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 224054023

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

MERCY HOUSE

ATTACHMENT B
SAMS REGISTRATION

SAM.GOV®

MERCY HOUSE LIVING CENTERS

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
DVJ5XQ7BMQ88	**49VY8**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Sep 25, 2026**	
Physical Address	Mailing Address	
807 N Garfield ST **Santa Ana, California 92701-3821** **United States**	**P.O. Box 1905** **Santa Ana, California 92702-1905** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 46	**California / United States**	**www.mercyhouse.net**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Sep 29, 2025	**Sep 25, 2025**	**Jan 26, 2006**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 29, 1988	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure
Non-Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**49VY8**

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*********47**	**(blank)**

Financial Institution	Account Number
WELLS FARGO BANK NA	*********04**

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
9497567749	**(blank)**	**(blank)**

Fax
(blank)

Remittance Address

MERCY HOUSE
P.O. Box 1905
Santa Ana, California 92702
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*******5864**	**Applicable Federal Tax**	**MERCY HOUSE LIVING CENTERS**

Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2024	**Chief Impact Officer**	**Sep 25, 2025**

Address	Signature
807 N. Garfield ST. **Santa Ana, California 92701**	**Allison Davenport**

Points of Contact

Accounts Receivable POC

Mary Ellen Gross, Ms.
maryelleng@mercyhouse.net
7148367188

Electronic Business

Patti Long, Mrs.
PattiL@mercyhouse.net
7148367188

P.O. Box 1905
Santa Ana, California 92702
United States

Allison Davenport, Mrs.
Allisond@Mercyhouse.net
7148367188

P.O. Box 1905
Santa Ana, California 92702
United States

Government Business

Larry Haynes, Mr.
LarryH@Mercyhouse.net
7148367188

P.O. Box 1905
Santa Ana, California 92702
United States

Patti Long, Mrs.
PattiL@Mercyhouse.net
7148367188

P.O. Box 1905
Santa Ana, California 92702
United States

Past Performance

Allison Davenport, Mrs.
allisond@mercyhouse.net
7148367188

PO Box 1905
Santa Ana, California 92702
United States

Patti Long, Mrs.
pattil@mercyhouse.net
7148367188

PO Box 1905
Santa Ana, California 92702
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**813410**	**Civic And Social Organizations**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$64,000,000.00

Number of Employees (in accordance with 13 CFR 121)
705

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

MERCY HOUSE

ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Organization Name: Mercy House Living Centers

Address: 6494 Caballero Blvd., Buena Park, CA 90620

Larry Haynes, Chief Executive Officer		**11/26/2025**
Name and Title of Authorized Representative	**Signature**	**Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
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 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 and/or debarment.

MERCY HOUSE

ATTACHMENT D
ZONING/LAND USE APPROVAL

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FY 2026-2027 CDBG FUNDING APPLICATION

ZONING/LAND USE APPROVAL

This form shall only be used in City determination of eligibility for CDBG Grants and shall not constitute separate review for any other purpose.

Mercy House Living Centers
Name of organization

P.O. Box 1905, Santa Ana, CA 92702
Address of organization

Larry Haynes, Chief Executive Officer
Applicant name and title

714-736-7188 ext. 101, larryh@mercyhouse.net
Phone Number/Email

Describe business operation, including services provided and activities performed in sufficient detail to allow determination of eligibility to operate at property (use a separate page for additional information)

Mercy House Living Centers operates CDBG-eligible Public Service activities (emergency shelters for homeless individuals) at the Buena Park Navigation Center located at 6494 Caballero Blvd in the City of Buena Park. The shelter site is owned by the city of Buena Park, Mercy House Living Centers is a contracted operator of the City.

Applicant's Signature

11/26/2025
Date

To be completed by the City of Buena Park Planning Department

_____ Use classification
_____ Zoning

☐ Permitted Use

☐ Conditional Use Permit Required

Comments: _____

Signature of Planning Department Representative

Date

MERCY HOUSE

ATTACHMENT E
INTAKE FORM
&
INTAKE DOCUMENTS

MERCY HOUSE
Guest Casefile Summary

Intake

Date of Intake: _____

Program Name: Buena Park Navigation Center

Guest's Name: _____

Referred By: _____

Navigator: _____

Date of first Strength Assessment/Housing Plan: _____

CEHNA

Date CEHNA Completed: _____

Doc Ready Date: _____

Match Date: _____

(For Programs Using VI-SPDAT)

VI-SPDAT Score: _____

Matched Agency: _____

Match Type: _____

Exit Information

Exit Date: _____ Client Housed (Circle One): Yes No

Data Entry

HMIS Identifier: _____

HMIS Enrollment Completed on date: _____

HMIS Exit Completed on date: _____

MERCY HOUSE
Guest Casefile Check List : Section 1

Cover and Summary (Before Section 1)	Yes	N/A	I/C	Comments
Archive Cover Sheet *(Required at Exit)*				
Guest Casefile Summary Page				

	Intakes, Policies, & Vital Docs	Yes	N/A	I/C	Comments
1	Client Photo				
2	Referral Forms				
3	Proof of Eligibility *(NSOPW & Warrants)*				
4	Diversion Questionnaire				
5	HMIS Consent Form & ROI				
6	HMIS Intake Packet				
7	HMIS Current Living Situation				
8	HMIS Status Update/Annual Assessments				
9	CES Authorization Form				
10	CDBG Form				
11	Authorization for ROI and Participation				
12	Mercy House Release of Info Disclosure				
13	VA Release of Information Form *(if applicable)*				
14	Guest Expectations				
15	Guest Rights & Responsibilities				
16	ADL Agreement				
17	Bed Assignment Agreement				
18	Guest Storage Agreement				
19	Medical Equipment Agreement Form				
20	Grievance Policy				
21	Guest Exit Policy				
23	Outreach Grid Consent Form				
26	Copies of ID/Driver's License				
26	*ID Voucher/ID Reciept*				
27	Copies of Social Security Cards				
28	Copy of Birth Certificate				
28	*Birth Certificate Application*				

MERCY HOUSE
DIVERSION QUESTIONNAIRE

Entry Date: _____

Guest's Name: _____ Staff's Name: _____

Program Name: Buena Park Navigation Center

The goal at this point of your stay is to learn more about your specific current situation and what you need so that together we can identify the best possible way to find you safe permanent housing. This might mean staying in this shelter for a few days or longer, but we want to connect you with housing resources as quickly as possible. We will work with you to find a more stable alternative if we can.

1. **Where did you sleep last night?** **Name of City?** _____

- ☐ Place not meant for habitation (e.g., cars, park, bus station)
- ☐ Emergency shelter or safe haven
- ☐ Transitional housing program for homeless persons
- ☐ Permanent housing program for formerly homeless persons
- ☐ Hospital (non-psychiatric)
- ☐ Psychiatric hospital or other psychiatric facility
- ☐ Substance abuse treatment facility or detox center
- ☐ Jail, prison, or juvenile detention facility
- ☐ Foster care home or foster care group home
- ☐ Hotel or motel paid for without emergency shelter voucher
- ☐ Staying or living in a friend's room, apartment, or house
- ☐ Staying or living in a family member's room, apartment, or house
- ☐ Room, apartment, or house that you rent
- ☐ Apartment or house that you own
- ☐ Other - Please explain: _____

2. **If you were staying with someone is it possible or safe for you to continue staying there?**

Yes _____ No _____

If yes, how long can you stay? _____ Days _____ Weeks _____ Months

3. **What other housing options do you have for the next few days/weeks?**

_____

_____

4. **What are some issues that exist in your current housing situation that we can try to help you resolve?**

- ☐ Family/friends asked to leave
- ☐ No family/friends to stay with
- ☐ No/lack of employment or income
- ☐ No potential for increased income
- ☐ Drug/alcohol problem
- ☐ Disabled
- ☐ Fleeing from domestic violence/abuse
- ☐ Victim of human trafficking
- ☐ Just moved to the area
- ☐ Other – Please explain: _____

_____

For Mercy House Staff Use only:

_____ This person is ELIGIBLE to stay at this shelter while working toward their housing plan.

_____ This person is INELIGIBLE for diversion assistance (note reason below).

Staff Notes: _____

_____

_____

_____

_____

_____

_____

_____ _____

Guest's Signature Staff's Signature

Revised 10/2025

Orange County Continuum of Care
Homeless Management Information System Client Consent Form

Welcome to the Orange County Continuum of Care (CoC).

You are currently accessing services from a service provider/organization participating in the Orange County Homeless Management Information System (HMIS). HMIS is the secure database used to collect and store information about clients served through this service provider/organization. It also allows the sharing of information among HMIS participating service providers/organizations to streamline access to services and help them understand a client's history of homelessness or housing instability. HMIS is managed and operated by Orange County United Way's 2-1-1 Orange County (211OC).

In Orange County, service providers/organizations that participate in HMIS share data with each other to coordinate care and improve program outcomes. If you sign this consent form, you agree to allow information gathered by a participating service provider/organization to be shared in HMIS with other service providers/organizations that have access to HMIS. This allows other participating service providers/organizations to view and use your data to provide services to you. Additionally, the service provider/organization will also be able to see what kind of services you have received in the past in Orange County. Signing this consent form also means that your data may be included in data requests approved by the CoC Board for academic research purposes, analysis of the homeless system of care, or other purposes as deemed appropriate by the Board.

A complete list of all service providers/organizations that participate in the HMIS is maintained at http://ochmis.org/about-hmis/contributing-agencies/. You can also ask the service provider/organization you are receiving services from for a list of HMIS participating service providers/organizations. Please note that the list of service providers/organizations with access to HMIS can change frequently and without notice, and therefore the website should be consulted for the most recent list.

HMIS contains sensitive health and personal data. The Orange County CoC and HMIS participating service providers/organizations take your privacy very seriously and have implemented **the following protections to safeguard your data:**

- Individual client data is only viewable by trained staff at each participating service provider/organization.
- In order to participate in the HMIS, leaders at each agency must sign an Agency Agreement that includes a commitment to protecting client data and maintaining confidentiality.
- In order to use HMIS, service provider/organization staff must complete multiple trainings that examines privacy laws and the importance of client privacy.
- The HMIS is hosted on a secure server and data is encrypted.

What information is shared in the HMIS database?
We share Protected Personal Information (PPI), Protected Health Information (PHI), and general information obtained during your intake, assessment, and enrollment in the program. This may include, without limitation, the following:

- Your name and your contact information
- Your social security number and date of birth
- Your basic demographic information such as gender, race and ethnicity
- Your history of homelessness and housing (including your current housing status, and where and when you have accessed services)
- Your medical history and disabling conditions, including mental and physical health concerns, substance abuse history, and HIV/AIDS status
- Your case notes and services
- Your income sources and amounts
- Your non-cash benefits
- Your veteran status, service history and discharge status
- Information about other members of your household
- Your self-reported history of domestic violence
- Verification of history of homelessness and/or disabling conditions (including third-party verifications and/or self-attestations)
- Your photo (optional)

By signing this form, you understand the following:

If you feel any of your rights outlined in this document have been violated, please contact (714) 589-2360.

- You have the right to receive services even if you do not sign this consent form. Providers may not refuse to provide you with services based on your refusal to sign this form.
- You have the right to receive a copy of this consent form for your records.
- Your consent permits your data to be shared in HMIS and allows participating service providers/organizations to view your history of homelessness and service utilization. Service providers/organizations can also add to or update your information in HMIS without asking you to sign another consent form. Your consent also permits your data to be included in data requests approved by the CoC Board for academic research purposes, analysis of the homeless system of care, or other purposes deemed appropriate by the Board.
- This consent form expires seven (7) years after the signature or at any time you choose to revoke your consent. Please note, the Orange County CoC is required to retain all data stored in HMIS for seven (7) years after the data was created or last changed. However, data stored in HMIS will no longer be shared in HMIS or data requests upon the expiration of your consent, or if you revoke your consent.
- You may revoke your consent to share your information with other HMIS participating service providers/organizations at any time. Your revocation must be provided either in writing or by completing the Revocation of Consent form. The service provider/organization you are receiving services from must make this form available to you if you ask; it should be readily available to you and conspicuously posted at all participating service provider/organization locations. Upon receipt of your revocation, the HMIS Lead will ensure your record is no longer shared with service providers/organizations in the HMIS database. However, the PPI and PHI that you previously authorized to be shared cannot be entirely removed from the HMIS database. This information, as described previously, will remain accessible to the service providers/organizations that provided you with direct services.
- There are some situations where your data may be shared without consent. Participating agencies are required to post a Privacy Notice at each location where intakes are completed. The Privacy Notice contains more detailed information about how your information may be used and disclosed; it should be readily available to you and conspicuously posted at all participating service provider/organization locations. You have the right to receive a copy of this notice for your records.
- You have the right to request, in writing, the following pieces of information. This information is to be provided to you within five (5) business days of your request.
  - A correction of inaccurate or incomplete PPI and/or PHI
  - A copy of your consent form
  - A copy of your HMIS record (visit the Client Record Request page https://ochmis.org/hmis-client-record-requests/ for more information about this process)
- Aggregate or statistical data that is released from the HMIS database will not disclose any of your PPI or PHI
- You are not waiving any rights protected under Federal and/or California law.

SIGNATURE AND ACKNOWLEDGEMENT

Your signature indicates that you have read (or been read) this consent form, have received answers to your questions, and you freely consent to have your information, and that of your minor children (if applicable and/or if you choose to include them), entered into the HMIS database. You also consent to share your information with other participating organizations as described in this consent form.

Client Name:_____ Date Of Birth (DOB):__/_____/_____

Signature:_____ Date Signed:____/____/_____

Minor Children (if applicable and/or if you choose to include them):

Name:_____ DOB:____/____/_____ Name:_____ DOB:____/____/_____

Name:_____ DOB:____/____/_____ Name:_____ DOB:____/____/_____

Agency Staff Signature:

Agency Staff Name:_____ Agency Staff Signature:_____

Agency Name:_____ Date:____/____/_____

If you feel any of your rights outlined in this document have been violated, please contact (714) 589-2360.

Revised 10/2025

Orange County Continuum of Care
Homeless Management Information System Participating Service Providers/Organizations

Please note that the list of service providers/organizations with access to HMIS can change frequently and without notice, and therefore the website should be consulted for the most recent list – http://ochmis.org/about-hmis/contributing-agencies/.

The following service providers/organizations are participating in the Homeless Management Information System (HMIS). These service providers/organizations have the ability to enter data into HMIS and/or view the client's information previously entered by other HMIS participating service providers/organizations, including utilization of homeless services in Orange County.

1736 Family Crisis Center
211OC
A Community of Friends
Abrazar, Inc.
Advanced Healthcare Administration
AltaMed Health Services
American Family Housing
Anaheim Housing Authority
Anaheim Supportive Housing
APAIT
April Parker Foundation
Asian American Senior Citizens Service Center
Be Well OC
CalOptima
Casa Teresa
Casa Youth Shelter
Celebrating Life Community Health Center
CEO Outreach and Engagement
City Net
City of Buena Park
City of Costa Mesa
City of Dana Point
City of Fullerton
City of Garden Grove
City of Huntington Beach
City of Irvine
City of La Habra
City of Laguna Niguel
City of Lake Forest
City of Mission Viejo
City of San Clemente
City of San Juan Capistrano
City of Stanton
City of Westminster
Colette's Children's Home
Community Action Partnership of Orange County
County of Orange/Office of Care Coordination
Covenant House California
Encompass Housing
Families Forward
Families Together of Orange County
Family Assistance Ministries
Family Health Matters - North Orange County Regional Health Foundation
Family Promise of Orange County
Family Solutions Collaborative
Friendship Shelter
Grandma's House of Hope
Health Care Agency – Housing and Supportive Services
Healthcare In Action
Helping HandUps
HIS-OC
Hope Center of Orange County
Housing for Health California
Hub Resource Center
Illumination Foundation
Jamboree
JMh – Anaheim Foundation
Korean Community Services, Inc.
Last Is First Philanthropies
Lutheran Social Services of Southern California
Mariposa Women & Family Center
Mental Health Association
Mercy House
Mindful Living Center
Moving Forward Psychological Institute, Inc.
New Directions for Veterans
Nurturing Care LLC
OC Rescue Mission
Orange County Asian and Pacific Islander Community Alliance
Orange County Housing Authority
Orange County United Way
People Assisting the Homeless (PATH)
Pathways of Hope
Project Kinship
Radiant Health Centers
Salvation Army
Santa Ana Housing Authority
Share Our Selves
South County Outreach
Serving People In Need (SPIN)
StandUp for Kids
The Orangewood Foundation
Thomas House
US Veterans Initiative
VA Long Beach Healthcare System
Volunteers of America Los Angeles (VOALA)
Waymakers
We Care Los Alamitos
WISEPlace

The following service providers/organizations have restricted access in HMIS. This means that the service providers/organizations are limited to only entering data into HMIS are not able to view client's history, files, project enrollments, etc.

Santa Ana Police Department

BUENA PARK NAVIGATION CENTER
HMIS SUPPLEMENTAL ENTRY FORM

Effective Date: October 22, 2024

City participant lived in prior to becoming homeless (PRIOR CITY)

- o Brea
- o Buena Park
- o Cypress
- o Fullerton
- o Garden Grove
- o La Habra
- o La Palma
- o Los Alamitos
- o Orange
- o Placentia
- o Stanton
- o Villa Park
- o Yorba Linda
- o Anaheim
- o Orange County-outside the NSPA
- o Other County in California
- o Outside the State of California
- o Outside the United States

Type of setting participant lived in before becoming homeless?

- o Homeowner
- o Renting
- o Living with Family
- o Living with Friends
- o Mobile Home
- o Foster Home
- o Hotel
- o Incarcerated
- o Substance Abuse Treatment Facility or Detox Center
- o Other

Between the ages of 5-18, what city did the participant live the longest?

- o Brea
- o Buena Park
- o Cypress
- o Fullerton
- o Garden Grove
- o La Habra
- o La Palma
- o Los Alamitos
- o Orange
- o Placentia
- o Stanton
- o Villa Park
- o Yorba Linda
- o Anaheim
- o Orange County-outside the NSPA
- o Other County in California
- o Outside the State of California
- o Outside the United States
- o Client prefers not to answer

City where participant attended high school:

- o Brea
- o Buena Park
- o Cypress
- o Fullerton
- o Garden Grove
- o La Habra
- o La Palma
- o Los Alamitos
- o Orange
- o Placentia
- o Stanton
- o Villa Park
- o Yorba Linda
- o Anaheim
- o Orange County-outside the NSPA
- o Other County in California
- o Outside the State of California
- o Outside the United States
- o Client prefers not to answer

FY 2024 OC HMIS: PROJECT INTAKE FORM — GENERAL & CoC/ESG - ICES

CLIENT PROFILE

SOCIAL SECURITY NUMBER (SSN)	___ ___ ___ — ___ ___ — ___ ___ ___ ___

QUALITY OF SSN - Only required to collect the last four digits of the SSN, though are not prohibited from collecting all nine digits for new client records.

☐ Full SSN reported	☐ Approximate or partial SSN reported	☐ Client doesn't know	☐ Client prefers not to answer	☐ Data not collected

CLIENT'S NAME		N/A
Last		☐
First		☐
Middle		☐
Suffix		☐

QUALITY OF NAME

☐ Full name reported	☐ Partial, street name, or code name reported	☐ Client doesn't know	☐ Client prefers not to answer	☐ Data not collected

DATE OF BIRTH	___ ___ — ___ ___ — ___ ___ ___ ___ Age:
	Month Day Year

QUALITY OF DOB

☐ Full DOB reported	☐ Approximate or partial DOB reported	☐ Client doesn't know	☐ Client prefers not to answer	☐ Data not collected

GENDER (Select all that apply)

☐ Woman (Girl if child) ☐ Man (Boy if child) ☐ Non-Binary	☐ Transgender ☐ Questioning ☐ Culturally Specific Identity (e.g., Two-Spirit) ☐ Different Identity	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

If 'Different Identity' Please Specify	_____

RACE AND ETHNICITY (Select all that apply)

☐ American Indian, Alaska Native, or Indigenous ☐ Asian or Asian American ☐ Black, African American, or African	☐ Hispanic/Latina/e/o ☐ Middle Eastern or North African ☐ Native Hawaiian or Pacific Islander ☐ White	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

VETERAN STATUS

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

If 'YES' to Veteran Status	
Year entered military service (year)	_____

FY 2024 OC HMIS: PROJECT INTAKE FORM — GENERAL & CoC/ESG - ICES

Year separated from military service (year)	_____

Theater of Operations: World War II

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Theater of Operations: Korean War

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Theater of Operations: Vietnam War

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Theater of Operations: Persian Gulf War

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Theater of Operations: Afghanistan

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Theater of Operations: Iraq (Operation Iraqi Freedom)

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Theater of Operations: Iraq (Operation New Dawn)

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Theater of Operations: Other peace-keeping operations or military interventions (such as Lebanon, Panama, Somalia, Bosnia, Kosovo)

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Branch of the Military

☐ Army ☐ Air Force ☐ Navy	☐ Marines ☐ Coast Guard ☐ Space Force	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Discharge Status

☐ Honorable ☐ General under honorable conditions ☐ Other than honorable conditions (OTH)	☐ Bad Conduct ☐ Dishonorable ☐ Uncharacterized	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

OC OPTIONAL QUESTIONS

Alias	_____	
Pronouns(s)	☐ She/Her/Hers ☐ He/Him/His	☐ They/Them/Theirs ☐ Other: _____

FY 2024 OC HMIS: PROJECT INTAKE FORM — GENERAL & CoC/ESG - ICES

PROJECT ENROLLMENT

TRANSLATION ASSISTANCE NEEDED

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Preferred Language

☐ Spanish ☐ Vietnamese ☐ Chinese ☐ Cantonese ☐ Mandarin ☐ Korean ☐ Persian	☐ Farsi ☐ Arabic ☐ Russian ☐ French ☐ Ukrainian ☐ Different Preferred Language	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

If Different Preferred Language	
Please Specify	_____

RELATIONSHIP TO HEAD OF HOUSEHOLD

☐ Self (head of household) ☐ Head of household's child ☐ Head of household's spouse or partner	☐ Head of household's other relation member ☐ Other: non-relation member

PROJECT NAME	Buena Park Navigation Center
PROJECT START DATE	☐☐–☐☐–☐☐☐☐
HOUSING MOVE-IN DATE *(For PSH, PH with no disability requirement, and RRH Projects: Record the date a client or household moves into a permanent housing unit)*	☐☐–☐☐–☐☐☐☐

PRIOR LIVING SITUATION for *Street Outreach, Emergency Shelter, or Safe Haven* project types

Type of Residence 3.917A *(Type of living arrangement on the night before entering this project)*	
HOMELESS SITUATION	
☐ Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	
☐ Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter	
☐ Safe Haven	
INSTITUTIONAL SITUATION	
☐ Foster care home or foster care group home	☐ Long-term care facility or nursing home
☐ Hospital or other residential non-psychiatric medical facility	☐ Psychiatric hospital or other psychiatric facility
☐ Jail, prison or juvenile detention facility	☐ Substance abuse treatment facility or detox center
TRANSITIONAL HOUSING SITUATION	

FY 2024 OC HMIS: PROJECT INTAKE FORM — GENERAL & CoC/ESG - ICES

☐ Transitional housing for homeless persons (including homeless youth) ☐ Residential project or halfway house with no homeless criteria ☐ Hotel or motel paid for without emergency shelter voucher ☐ Host Home (non-crisis)	☐ Staying or living in a friend's room, apartment, or house ☐ Staying or living in a family member's room, apartment, or house

PERMANENT HOUSING SITUATION

☐ Rental by client, no ongoing housing subsidy ☐ Rental by client, with ongoing housing subsidy ☐ Owned by client, with ongoing housing subsidy ☐ Owned by client, no ongoing housing subsidy	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Rental Subsidy Type if Rental by client, with ongoing housing subsidy

☐ GPD TIP housing subsidy ☐ VASH housing subsidy ☐ RRH or equivalent subsidy ☐ HCV voucher (tenant or project based) (not dedicated) ☐ Public housing unit	☐ Rental by client, with other ongoing housing subsidy ☐ Housing Stability Voucher ☐ Family Unification Program Voucher (FUP) ☐ Foster Youth to Independence Initiative (FYI) ☐ Permanent Supportive Housing ☐ Other permanent housing dedicated for formerly homeless persons

Length of Stay in Prior Living Situation *(How long ago did the client start staying in that Type of Residence)*

☐ One night or less ☐ Two to six nights ☐ One week or more, but less than one month	☐ One month or more, but less than 90 days ☐ 90 days or more, but less than one year ☐ One year or longer	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

If Client's Type of Residence is any of the *Institutional Situation* options:

Length of Stay Less than 90 days? *(Indicate if the stay in the institutional setting they lived in immediately prior to project entry was less than 90 days)*	☐ No	☐ Yes

If 'Length of Stay Less than 90 days' is *YES*

On the night before – stayed on streets, ES or Safe Haven? *(On the night before the client's stay of less than 90 days in an institutional setting were they on the streets, in an Emergency Shelter, or in a Safe Haven?)*	☐ No	☐ Yes

Approximate Date Homelessness Started *(Approximate date the client's **current** episode of homelessness began)*

_____/_____/_____

Number of times the client has been on the streets, in ES, or Save Haven in the past three years including today
(Regardless of where they stayed last night)

☐ One time ☐ Two times	☐ Three times ☐ Four or more times	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Total number of months homeless on the streets, in ES, or SH in the past three years

☐ One month (this time is the first month) ☐ Two Months ☐ Three Months ☐ Four Months ☐ Five Months	☐ Six Months ☐ Seven Months ☐ Eight Months ☐ Nine Months ☐ Ten Months	☐ Eleven Months ☐ Twelve Months ☐ More than 12 months ☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

FY 2024 OC HMIS: PROJECT INTAKE FORM — GENERAL & CoC/ESG - ICES

PRIOR LIVING SITUATION for project types *other than* Street Outreach, Emergency Shelter, or Safe Haven

Type of Residence 3.917B *(Type of living arrangement on the night before the entry into the project)*

HOMELESS SITUATION

- ☐ Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)
- ☐ Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter
- ☐ Safe Haven

INSTITUTIONAL SITUATION

- ☐ Foster care home or foster care group home
- ☐ Hospital or other residential non-psychiatric medical facility
- ☐ Jail, prison or juvenile detention facility
- ☐ Long-term care facility or nursing home
- ☐ Psychiatric hospital or other psychiatric facility
- ☐ Substance abuse treatment facility or detox center

TRANSITIONAL HOUSING SITUATION

- ☐ Transitional housing for homeless persons (including homeless youth)
- ☐ Residential project or halfway house with no homeless criteria
- ☐ Hotel or motel paid for without emergency shelter voucher
- ☐ Host Home (non-crisis)
- ☐ Staying or living in a friend's room, apartment, or house
- ☐ Staying or living in a family member's room, apartment, or house

PERMANENT HOUSING SITUATION

- ☐ Rental by client, no ongoing housing subsidy
- ☐ Rental by client, with ongoing housing subsidy
- ☐ Owned by client, with ongoing housing subsidy
- ☐ Owned by client, no ongoing housing subsidy
- ☐ Client doesn't know
- ☐ Client prefers not to answer
- ☐ Data not collected

Rental Subsidy Type if Rental by client, with ongoing housing subsidy

- ☐ GPD TIP housing subsidy
- ☐ VASH housing subsidy
- ☐ RRH or equivalent subsidy
- ☐ HCV voucher (tenant or project based) (not dedicated)
- ☐ Public housing unit
- ☐ Rental by client, with other ongoing housing subsidy
- ☐ Housing Stability Voucher
- ☐ Family Unification Program Voucher (FUP)
- ☐ Foster Youth to Independence Initiative (FYI)
- ☐ Permanent Supportive Housing
- ☐ Other permanent housing dedicated for formerly homeless persons

Length of Stay in Prior Living Situation *(How long ago did the client start staying in that Type of Residence)*

- ☐ One night or less
- ☐ Two to six nights
- ☐ One week or more, but less than one month
- ☐ One month or more, but less than 90 days
- ☐ 90 days or more, but less than one year
- ☐ One year or longer
- ☐ Client doesn't know
- ☐ Client prefers not to answer
- ☐ Data not collected

If Client's Type of Residence is any of the *Homeless Situation* options:

Approximate Date Homelessness Started *(Approximate date the client's **current** episode of homelessness began)*

_____/_____/_____

Number of times the client has been on the streets, in ES, or Save Haven in the past three years including today *(Regardless of where they stayed last night)*

- ☐ One time
- ☐ Two times
- ☐ Three times
- ☐ Four or more times
- ☐ Client doesn't know
- ☐ Client prefers not to answer
- ☐ Data not collected

Total number of months homeless on the streets, in ES, or SH in the past three years

☐ One month (this time is the first month)	☐ Six Months	☐ Eleven Months
☐ Two Months	☐ Seven Months	☐ Twelve Months
☐ Three Months	☐ Eight Months	☐ More than 12 months
☐ Four Months	☐ Nine Months	☐ Client doesn't know
☐ Five Months	☐ Ten Months	☐ Client prefers not to answer
		☐ Data not collected

If Client's Type of Residence is any of the *Institutional Situation* options:

Length of Stay Less than 90 days? *(Indicate if the stay in the institutional setting they lived in immediately prior to project entry was less than 90 days)*	☐ No	☐ Yes

If Client's Type of Residence is any of the *Transitional and Permanent Housing Situation* options:

Length of Stay Less than 7 nights? *(Indicate if the stay in the transitional or permanent housing setting they lived in immediately prior to project entry was less than 7 nights)*	☐ No	☐ Yes

If 'Length of Stay Less than 90 days' is *YES*—OR— If 'Length of Stay Less than 7 nights' is *YES*

On the night before – stayed on streets, ES or Safe Haven? *(On the night before the client's stay of less than 90 days in an institutional setting, or less than 7 nights in a transitional/permanent housing setting, were they on the streets, in an Emergency Shelter, or in a Safe Haven?)*	☐ No	☐ Yes

If 'On the night before – stayed on streets, ES, or Safe Haven' is *YES*

Approximate Date Homelessness Started *(Approximate date the client's **current** episode of homelessness began)*

_____/_____/_____

Number of times the client has been on the streets, in ES, or Save Haven in the past three years including today *(Regardless of where they stayed last night)*

☐ One time	☐ Three times	☐ Client doesn't know
☐ Two times	☐ Four or more times	☐ Client prefers not to answer
		☐ Data not collected

Total number of months homeless on the streets, in ES, or SH in the past three years

☐ One month (this time is the first month)	☐ Six Months	☐ Eleven Months
☐ Two Months	☐ Seven Months	☐ Twelve Months
☐ Three Months	☐ Eight Months	☐ More than 12 months
☐ Four Months	☐ Nine Months	☐ Client doesn't know
☐ Five Months	☐ Ten Months	☐ Client prefers not to answer
		☐ Data not collected

DISABLING CONDITIONS AND BARRIERS

Do you have a disabling condition?

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Do you have a physical disability?

☐ No ☐ Yes		☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected
If yes for Physical Disability,	☐ No	☐ Client doesn't know ☐ Client prefers not to answer

Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?	☐ Yes	☐ Data not collected

Do you have a developmental disability?

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Do you have a chronic health condition?

☐ No ☐ Yes		☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected
If yes for Chronic Health Condition, **Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?**	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Have you been diagnosed with AIDS or have you tested positive for HIV?

☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Do you have a mental health problem?

☐ No ☐ Yes		☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected
If yes for Mental Health Problem, **Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?**	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Do you have a substance abuse problem?

☐ No ☐ Alcohol Abuse ☐ Drug Abuse ☐ Both Alcohol and Drug		☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected
If you have any Substance Abuse Problem, **Expected to be of long-continued and indefinite duration and substantially impairs ability to live independently?**	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

Are you a survivor of domestic or intimate partner violence?

☐ No ☐ Yes		☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected
If Yes for survivor of domestic or intimate partner violence		
When did this experience occur?	☐ Within the past three months ☐ Three to six months ago (excluding six months exactly) ☐ From six to twelve months ago (excluding one year exactly) ☐ More than a year ago	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected
Are you currently fleeing?	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

MONTHLY INCOME AND SOURCES

Income from Any Source	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

IF "YES" TO INCOME FROM ANY SOURCE – INDICATE ALL SOURCES THAT APPLY	
Income Source (Check all that apply)	**Monthly Amount**
☐ Earned Income	
☐ Unemployment Insurance	
☐ Worker's Compensation	
☐ Private Disability Insurance	
☐ VA Service-Connected Disability Compensation	
☐ Social Security Disability Income (SSDI)	
☐ Supplemental Security Income (SSI)	
☐ Retirement Income from Social Security	
☐ VA Non-Service-Connected Disability Pension	
☐ Pension or retirement income from a former job	
☐ Temporary Assistance for Needy Families (TANF)	
☐ General Assistance (GA)	
☐ Alimony or other spousal support	
☐ Child Support	
☐ Other Cash Income (Specify:_____)	

NON-CASH BENEFITS

Receiving Non-Cash Benefits?	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

IF "YES" TO RECEIVING NON-CASH BENEFITS– INDICATE ALL SOURCES THAT APPLY	
☐ Supplemental Nutrition Assistance Program (SNAP)	☐ TANF Transportation Services
☐ Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	☐ Other TANF-funded services
☐ TANF Childcare Services	☐ Other Non-Cash Benefits (Specify Source):_____

HEALTH INSURANCE

Covered by Health Insurance?	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

IF "YES" TO COVERED BY HEALTH INSURANCE– INDICATE ALL SOURCES THAT APPLY	
☐ MEDICAID	☐ Insurance Obtained through COBRA
☐ MEDICARE	☐ Private Pay Health Insurance
☐ State Children's Health Insurance Program	☐ State Health Insurance for Adults
☐ Veteran's Health Administration (VHA)	☐ Indian Health Services Program
☐ Employer-provided Health Insurance	☐ Other Health Insurance (Specify Source):_____

FY 2024 OC HMIS: PROJECT INTAKE FORM — GENERAL & CoC/ESG - ICES

LAST PERMANENT ADDRESS

Prior City *The last city in which the client was permanently housed prior to entry into this project*	_____

ADDITIONAL INFORMATION

Sexual Orientation	
☐ Heterosexual ☐ Gay ☐ Lesbian ☐ Bisexual ☐ Questioning/Unsure	☐ Other ☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

If Other	
Please Specify	_____

OC CUSTOM QUESTIONS

What city were you in immediately prior to entry into this project?
The city in which the client spent the night prior to entry into this project

☐ Aliso Viejo	☐ Huntington Beach	☐ Newport Beach	☐ Westminster
☐ Anaheim	☐ Irvine	☐ Orange	☐ Yorba Linda
☐ Brea	☐ La Habra	☐ Placentia	☐ Unincorporated Orange County
☐ Buena Park	☐ La Palma	☐ Rancho Santa Margarita	☐ Outside Orange County, but in California
☐ Costa Mesa	☐ Laguna Beach	☐ San Clemente	☐ Outside of California
☐ Cypress	☐ Laguna Hills	☐ San Juan Capistrano	☐ Client doesn't know
☐ Dana Point	☐ Laguna Niguel	☐ Santa Ana	☐ Client prefers not to answer
☐ El Modena	☐ Laguna Woods	☐ Seal Beach	☐ Data not collected
☐ Fountain Valley	☐ Lake Forest	☐ Stanton	
☐ Fullerton	☐ Los Alamitos	☐ Tustin	
☐ Garden Grove	☐ Mission Viejo	☐ Villa Park	

Phone Number *(Optional)*	
Email Address *(Optional)*	

Are you or your household member currently employed or go to school in the city of Anaheim, Garden Grove, and/or Santa Ana? *Select all that apply.*	☐ Anaheim ☐ Santa Ana ☐ Garden Grove

Household member with city tie (select all that apply)	☐ Self (Head of Household) ☐ Head of Household's child	☐ Head of Household's spouse or partner ☐ Head of Household's other relation member ☐ Other: non-relation member

FY 2024 OC HMIS: PROJECT INTAKE FORM — GENERAL & CoC/ESG - ICES

Which individual access point is serving this household?	_____

Have you or someone in your family ever been legally evicted?	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

How many legal evictions?	_____

What state were you born in?				
☐ AL - Alabama	☐ GA - Georgia	☐ MA - Massachusetts	☐ NM - New Mexico	☐ TN - Tennessee
☐ AL- Alaska	☐ HI - Hawaii	☐ MI - Michigan	☐ NY - New York	☐ TX - Texas
☐ AZ - Arizona	☐ ID - Idaho	☐ MN - Minnesota	☐ NC - North Carolina	☐ UT - Utah
☐ AR- Arkansas	☐ IL - Illinois	☐ MS - Mississippi	☐ ND - North Dakota	☐ VT - Vermont
☐ CA - California	☐ IN - Indiana	☐ MO - Missouri	☐ OH - Ohio	☐ VA - Virginia
☐ CO - Colorado	☐ IA - Iowa	☐ MT - Montana	☐ OK - Oklahoma	☐ WA - Washington
☐ CT- Connecticut	☐ KS - Kansas	☐ NE - Nebraska	☐ OR - Oregon	☐ WV - West Virginia
☐ DE - Delaware	☐ KY - Kentucky	☐ NV - Nevada	☐ PA - Pennsylvania	☐ WI - Wisconsin
☐ DC - District of Columbia	☐ LA - Louisiana	☐ NH - New Hampshire	☐ RI - Rhode Island	☐ WY - Wyoming
☐ FL - Florida	☐ ME - Maine	☐ NJ - New Jersey	☐ SC - South Carolina	☐ Client doesn't know
	☐ MD - Maryland		☐ SD - South Dakota	☐ Client prefers not to answer
				☐ Other

If 'Other' for State you were born, **Which country were you born in?**	_____

Employment Status	☐ Full-Time ☐ Part-Time ☐ Seasonal/Temporary Work	☐ Unemployed ☐ Disabled ☐ Retired	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected

CFCOC ENTRY QUESTIONS

Is this client receiving services funded by the Children and Families Commission Orange County?	☐ No ☐ Yes
CFCOC Bed Night Start Date *The client's first bed night funded by CFCOC*	___/___/_____
CFCOC Bed Night End Date *The client's last bed night funded by CFCOC*	___/___/_____

FY 2024 OC HMIS: PROJECT INTAKE FORM — GENERAL & CoC/ESG - ICES

I certify that the information above is correct to the best of my knowledge.

_____ _____

Client Signature Date

_____ _____

Agency Staff Signature Date

DO NOT ANSWER QUESTIONS BELOW – DATA ENTRY PERSONNEL ONLY (Optional):

Date entered into HMIS: ____/____/_____

Question	Answer	Comments
Was the hard copy intake form completely filled out correctly?	☐ No ☐ Yes	

Staff Name (verifying completion of Data Entry): _____

CURRENT LIVING SITUATION

For Head of Households and Adults in CoC, ESG, RHY, or PATH funded Street Outreach; PATH funded Services Only, ESG funded Night-by-Night Emergency Shelters, and Coordinated Entry Projects.

Street Outreach, Services Only, and Coordinated Entry: Record every contact made with each client by recording their Current Living Situation, including when the Project Start Date, Prior Living Situation or Date of Engagement is recorded on the same day. There may or may not be a contact made at project exit.

Night-by-Night Shelters: Only record a Current Living Situation if the interaction between the shelter personnel and the client goes beyond the basic provision of shelter services. A Current Living Situation for emergency shelter does not include activities of daily sheltering (e.g. bed registration, request for personal care items, dinner sign-up, meals, etc.)

PROJECT NAME	Buena Park Navigation Center
CLIENT NAME	
CURRENT LIVING SITUATION DATE	☐☐–☐☐–☐☐☐☐

Current Living Situation *(PATH funded projects are limited to the response options with an asterisk *)*	
HOMELESS SITUATION	
☐ Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)*	
☒ Emergency shelter, including hotel or motel paid for with emergency shelter voucher, or RHY-funded Host Home shelter*	
☐ Safe Haven*	
INSTITUTIONAL SITUATION	
☐ Foster care home or foster care group home	☐ Long-term care facility or nursing home
☐ Hospital or other residential non-psychiatric medical facility	☐ Psychiatric hospital or other psychiatric facility
☐ Jail, prison or juvenile detention facility	☐ Substance abuse treatment facility or detox center
TRANSITIONAL HOUSING SITUATION	
☐ Transitional housing for homeless persons (including Homeless Youth)	☐ Host Home (non-crisis)
☐ Residential project or halfway house with no homeless criteria	☐ Staying or living in a family member's room, apartment, or house
☐ Hotel or motel paid for without emergency shelter voucher	☐ Staying or living in a friend's room, apartment or house
PERMANENT HOUSING SITUATION	
☐ Rental by client, no ongoing housing subsidy	☐ Client doesn't know
☐ Rental by client, with ongoing housing subsidy	☐ Client prefers not to answer
☐ Owned by client, with ongoing housing subsidy	☐ Data not collected
☐ Owned by client, no ongoing housing subsidy	
☐ Worker unable to determine*	
☐ Other* :_____	
Rental Subsidy Type if Rental by client, with ongoing housing subsidy is selected	

☐ GPD TIP housing subsidy ☐ VASH housing subsidy ☐ RRH or equivalent subsidy ☐ HCV voucher (tenant or project based) (not dedicated) ☐ Public housing unit ☐ Rental by client, with other ongoing housing subsidy	☐ Housing Stability Voucher ☐ Family Unification Program Voucher (FUP) ☐ Foster Youth to Independence Initiative (FYI) ☐ Permanent Supportive Housing ☐ Other permanent housing dedicated for formerly homeless persons
(Only for Coordinated Entry System Projects) **Living Situation Verified by:** *(Agency/Project that verified living situation information)*	

If the client's Current Living Situation is any of the non-homeless situation responses: **Is client going to have to leave their current living situation within 14 days?**	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected
If the client has to leave their current living situation within 14 days: **Has a subsequent residence been identified?**	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected
If the client has to leave their current living situation within 14 days: **Does individual or family have resources or support networks to obtain other permanent housing?**	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected
If the client has to leave their current living situation within 14 days, **Has the client had a lease or ownership interest in a permanent housing unit in the last 60 days?**	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected
If the client has to leave their current living situation within 14 days, **Has the client moved 2 or more times in the last 60 days?**	☐ No ☐ Yes	☐ Client doesn't know ☐ Client prefers not to answer ☐ Data not collected
Location Details		

I certify that the information above is correct to the best of my knowledge.

_____ _____

Client Signature Date

_____ _____

Agency Staff Signature Date

DO NOT WRITE IN BOX BELOW – DATA ENTRY PERSONNEL ONLY (Optional):

Date entered into HMIS: ____/____/_____

Question	Answer	Comments
Was the current living situation assessment form completely and correctly filled out	☐ No ☐ Yes	

Staff Name (verifying completion of Data Entry): _____

COORDINATED ENTRY SYSTEM (CES)
AUTHORIZATION TO USE & DISCLOSE PROTECTED HEALTH INFORMATION

The Coordinated Entry System (CES) is designed to connect people at-risk of or experiencing homelessness with housing and supportive services. Your authorization will allow CES participating entities to have access to you and your care. Your authorization is required to enroll into CES. For more information about CES, please visit: ceo.ocgov.com/care-coordination/homeless-services/coordinated-entry-system.

PART 1: CLIENT/PATIENT INFORMATION

Client/Patient Last Name	Client/Patient First Name	Middle Initial	Date of Birth

Email	CIN#	MRN	Telephone Number with Area Code

Address	City	State	Zip
6494 Caballero Blvd	Buena Park	CA	90620

PART 2: PARTICIPATING ENTITIES WHO WILL **DISCLOSE** THIS INFORMATION

Participating Entities within Coordinated Entry System (CES)			Address
			601 N. Ross St., 5th Floor
City	**State**	**Zip**	**Telephone Number with area code**
Santa Ana	CA	92701	(714) 834-5000

PART 3: PARTICIPATING ENTITIES WHO WILL **RECEIVE** THIS INFORMATION

Participating Entities within Coordinated Entry System (CES)			Address
			601 N. Ross St., 5th Floor
City	**State**	**Zip**	**Telephone Number with area code**
Santa Ana	CA	92701	(714) 834-5000

PART 4: PURPOSE OF THIS AUTHORIZATION

Coordination of care with and between the Coordinated Entry System participating entities.

PART 5: INFORMATION THAT CAN BE RELEASED

A. The minimum amount of information to coordinate care between the Coordinated Entry System participating entities. This includes but is not limited to your history of homelessness, disabling conditions, housing preferences and other eligibility criteria.

PART 6: DATE YOUR AUTHORIZATION EXPIRES

Unless otherwise revoked in writing, this authorization expires upon termination of program, Orange County Coordinated Entry System.

FOR YOUR REVIEW

I have read the contents of this form. I understand, agree, and allow the Coordinated Entry System (CES) to use and release my information as I have stated above. I have the right to revoke this authorization at any time in writing by sending a notice to the CES Program Administrator. The revocation will not affect disclosures the CES participating entities have already made in reliance on the authorization. Information disclosed pursuant to this authorization may be re-disclosed by the recipient and no longer be protected by federal privacy law (HIPAA). Applicable State or other federal law may require the recipient to obtain your written authorization before re-disclosure unless otherwise permitted by such laws. I am entitled to a copy of this form. Fees may apply to certain requests. A copy of the original authorization is valid.

PART 7: **SIGNATURE** - PARTICIPANT OR DESIGNATED PERSONAL REPRESENTATIVE/GUARDIAN	PART 8: DATE
X	

Personal Representative (Print full name)	Personal Relationship to Client / Patient (e.g. conservator, parent, etc.)		
Personal Representative Street Address	**City**	**State**	**Zip**

Disclosures pursuant to this authorization are allowable only among Coordinated Entry System participating entities
All numbered items must be completed for authorization to be valid

FY25-26 CDBG Program Statistical Information and Income Self-Certification Form

Federally funded Community Development Block Program (CDBG) participants must disclose statistical information in order to participate. The information on this application is necessary for federal reporting purposes. Please print and answer all questions completely.

First Name_____ Last Name_____ Date_____

Address (residence) 6494 Caballero BLVD City Buena Park Zip Code 90620

Telephone Number ( )_____ E-mail Address _____

Date of Birth_____ Age_____ Gender: ❑Male ❑Female Did you participate in the program last year: ❑YES❑NO

Ethnicity (must check one):
❑ Hispanic ❑ Non-Hispanic

Disabled (must check one):
❑ Yes ❑ No

Race (must check one):
❑White
❑Black/African American
❑Asian
❑American Indian/Alaskan Native
❑Nat. Hawaiian/Other Pacific Islander
❑American Indian/Alaskan Nat & White
❑Asian & White
❑Black/African American & White
❑Amer. Ind./Alaskan Nat. & Black
❑Other Multi-Racial

FAMILY INCOME:
Income includes wages, salaries, tips; self-employment or business income, unemployment & disability income, retirement & insurance income, public assistance, interest & dividend income, alimony, child support, gift income, armed forces income for all family members 18 years of age and older.

FAMILY INCOME TABLE* (BELOW):

1. **FIRST circle the number of persons in your household**
2. **THEN go across and circle your household annual Income Category**

Household Size	Very Low Income 30% of Median Income	Low Income 50% of Median Income	Moderate Income 80% of Median Income
1 Person	$35,550	$59,250	$94,750
2 Persons	$40,600	$67,700	$108,300
3 Persons	$45,700	$76,150	$121,850
4 Persons	$50,750	$84,600	$135,350
5 Persons	$54,850	$91,400	$146,200
6 Persons	$58,900	$98,150	$157,050
7 Persons	$62,950	$104,950	$167,850
8 or More	$67,000	$111,700	$178,700

** Income limits effective 4/1/25*

Female Head of Household: ❑YES ❑ NO

Family Size Total:_____= Children (0-17 years of age):_____+ Adults (18+ years of age):_____

CERTIFICATION: (Please read before signing)

This organization is supported with Federal funding. According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statement to any department of the United States Government. By signing this Document, I certify under penalty of perjury, that all the information on this application is correct to the best of my knowledge and belief, and I acknowledge that such information is subject to verification. I also acknowledge that my failure to provide necessary documents within a reasonable period of time or falsification of this information shall be grounds for my termination from the program. I authorize the release of said information to local, State and/or Federal agencies within five years of this date.

Print Name (applicant)	Signature	Date
Print Name (parent/guardian if applicant is a minor)	Signature	Date
Staff Reviewer	Staff Signature	Date

MERCY HOUSE

AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION AND PARTICIPATION IN NAVIGATION CENTER SERVICES

Name:_____ **DOB:**_____ **Date:** _____

Aliases, Nicknames and Street Names:_____

Initial or X in each box on the left to demonstrate your consent to participate in services and or share information:

____ *I am requesting a bed and housing assistance services and agree to work toward the housing plan that will be created with me by my housing navigator. I also understand that this is not a permanent living situation, and that the purpose of this shelter is to help me become stably housed, and I will work both independently and with staff in achieving this outcome as rapidly as I am capable.*

____ *I agree to abide by all Shelter Expectations as they exist today and any amended expectations to come.*

____ *I agree that all staff may be involved in the shelter, housing and support process, and I understand that all staff may have access to information about me for this purpose.*

____ *I have had the Grievance Policy explained to me, and I understand that I am free to express my concerns about shelter, housing, and support services without negative impacts relating to my participation. I know that the Grievance Procedures and forms are freely available to me and are located in a binder at the service desk.*

____ *I understand the reasons why my participation in the shelter may be terminated, and that these reasons may be voluntary or involuntary. I understand that I have a right to appeal a termination decision if I feel I have been wrongfully terminated from the program and that I can appeal my exit by completing a Grievance Form.*

____ *I understand that participation in all shelter, housing, and supportive services is voluntary, and I may revoke my agreement to participate at any time of my choosing, in writing. I further understand and agree that any revocation will not apply to information that has already been released in response to this authorization.*

____ *I know that information about me and my shelter, housing and support history gathered by Mercy House may be shared with any other entity with the intent to help end my homelessness and ensure I am able to remain in stable housing. I hereby authorize the exchange of information between Mercy House and other agencies (public and non-profit agencies) such as shelters, medical providers, schools, landlords and Rapid Re-Housing Programs or other service providers, etc.*

____ *I understand and agree that Mercy House seeking or disclosing my information is solely for my benefit and will be kept confidential. I also understand that once I leave the program, this disclosure consent becomes invalid.*

____ *I certify under the penalty of perjury that all information I provide will be true and correct, and I have given my permission for verification.*

By signing on the line below, I am authorizing Mercy House to collect, store, and share information related to shelter, housing and support services, and to participate in housing and support services.

Guest: _____ Staff Witness: _____
Signature *Signature*

☐ Guest Refused ☐ Unable to Sign Staff Witness (Print): _____

MERCY HOUSE
Release of Information Disclosure

Name of Guest: _____ Date of Birth: _____

It may be necessary for Mercy House to collect or share your personal information in order to provide you with needed services. It is our goal to be as transparent in this process as possible. If consent is given, it shall remain in effect for the duration of services with Mercy House or until the consent is revoked in writing. You will receive a copy of this form once signed.

Please initial and indicate the Agency with whom an information exchange is being authorized.

_____ *I authorize Mercy House to exchange my personal information with <u>any</u> agency or partner that they deem appropriate or necessary for the successful coordination of my care and housing plan.*

_____ *I authorize the exchange of information between Mercy House and the following agencies, partners, or individuals, for the successful coordination of my care and housing plan:*

_____

_____

The entities listed above have my permission to disclose amongst themselves and with each other my personal information, both verbally and through written documentation, as pertinent to my case needs. Types of information that may be shared include, but are not be limited to:

- *General Identifying/Demographic Information*
- *Medical Health Information*
- *Rental History/Eviction History*
- *Mental Health Information*
- *Immigration Status Information*
- *Substance Abuse/Treatment History*
- *Criminal History/Information*
- *Personal Contact Information*
- *Employment History/Information*
- *Personal Finance Information*

By signing below, you acknowledge that you understand why this information is being shared, and that you authorize Mercy House to exchange your information as outlined in this disclosure. Further, you understand you have the right to revoke future sharing at any time but acknowledge that some information may be shared already by the time such revocation has been made.

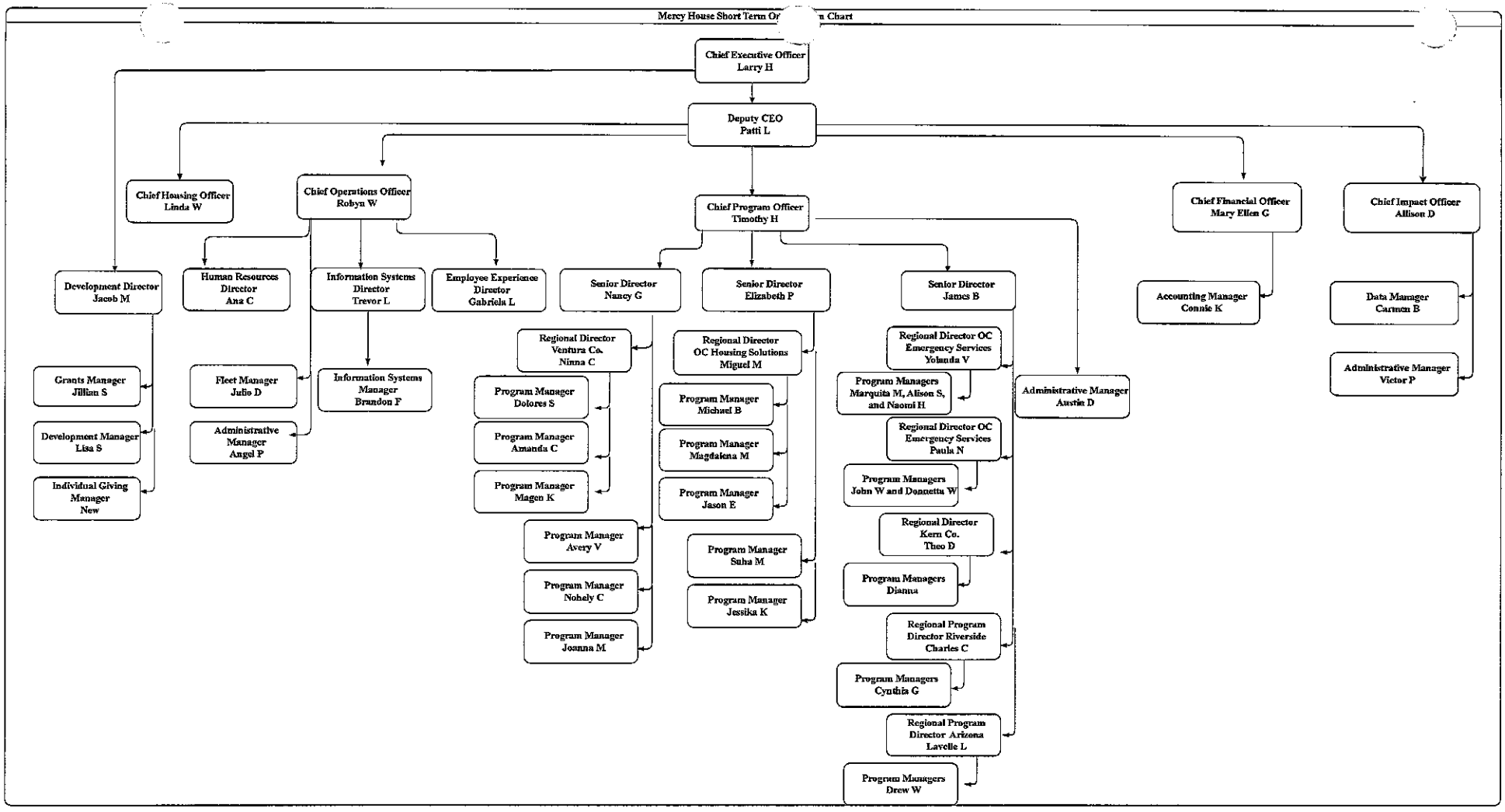
Guest: _____ _____
Signature Date

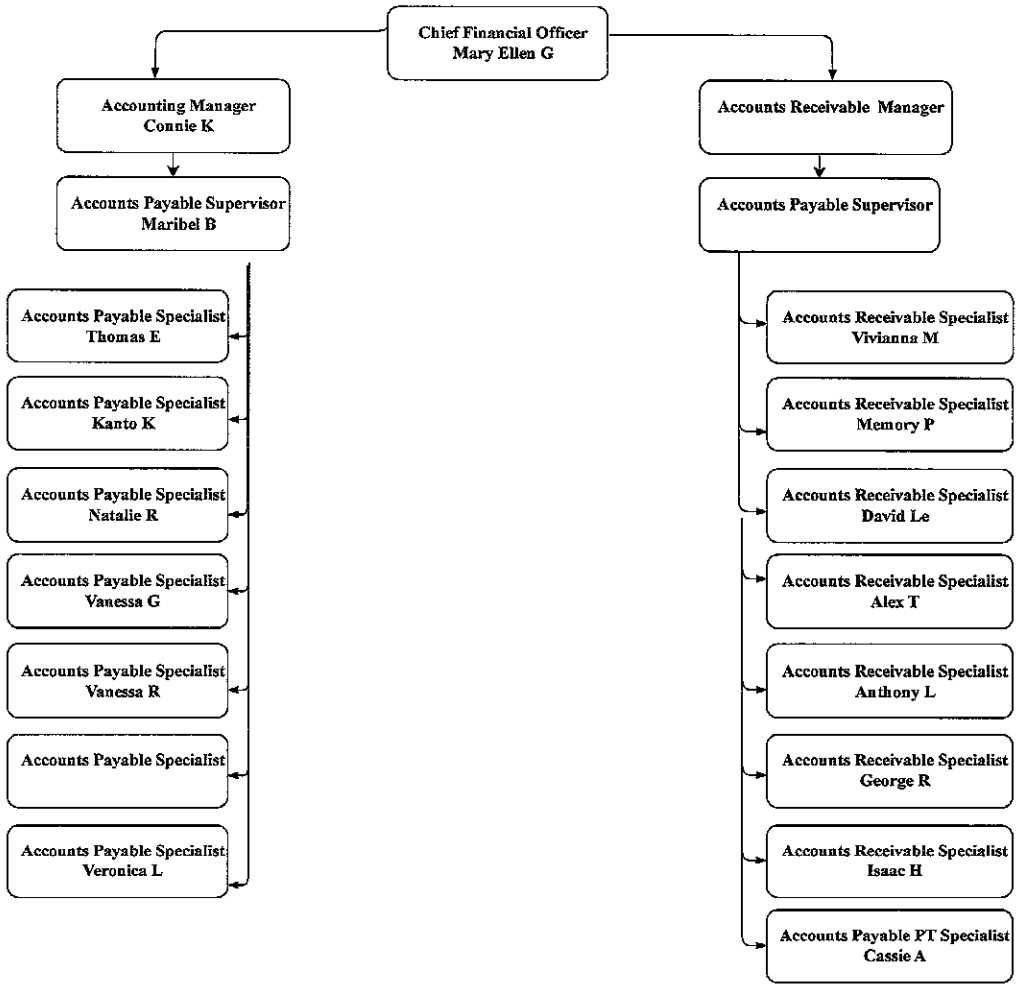
Parent or Representative *(if required)*: _____
Printed Name

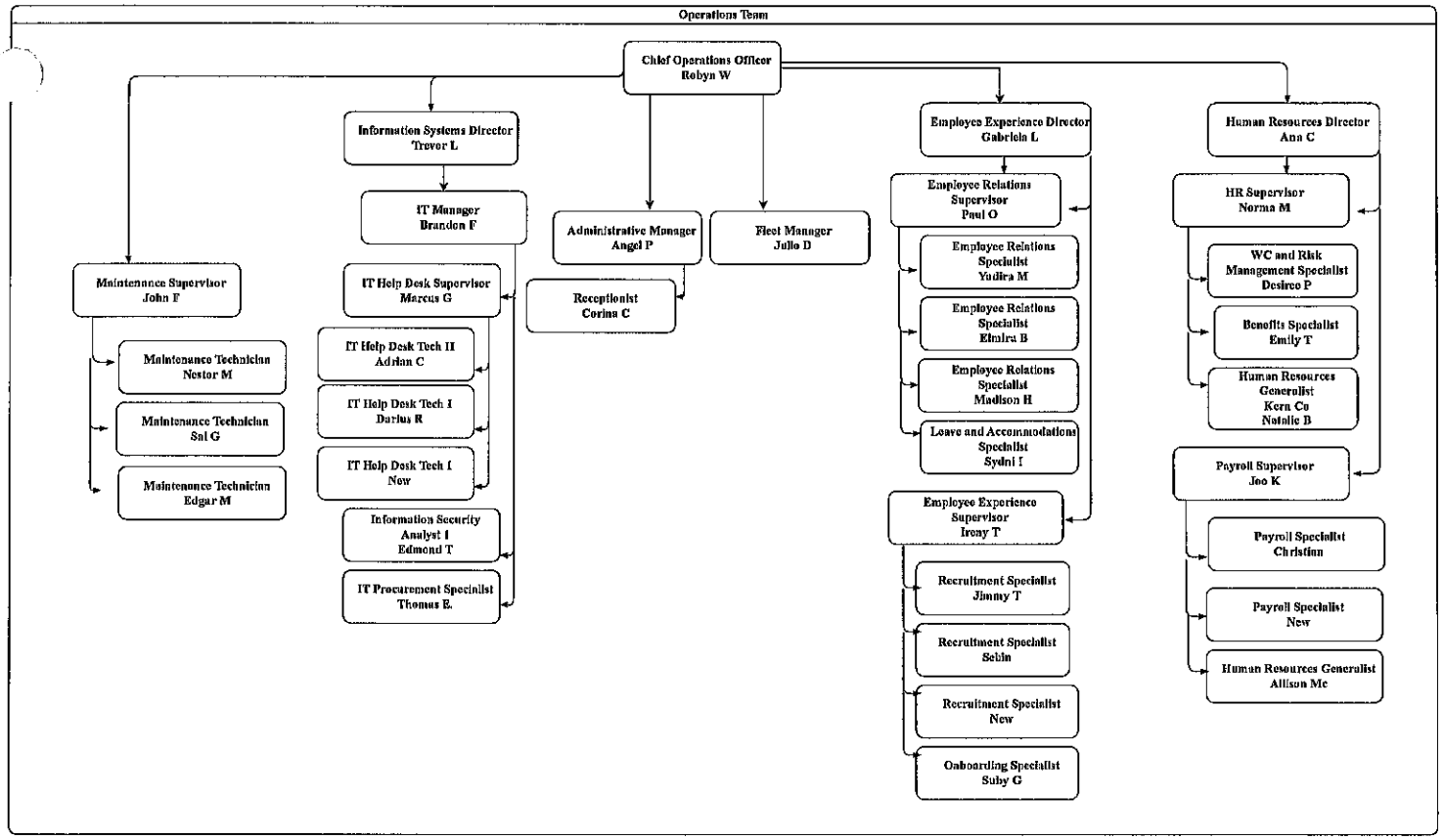
_____ _____
Signature Date

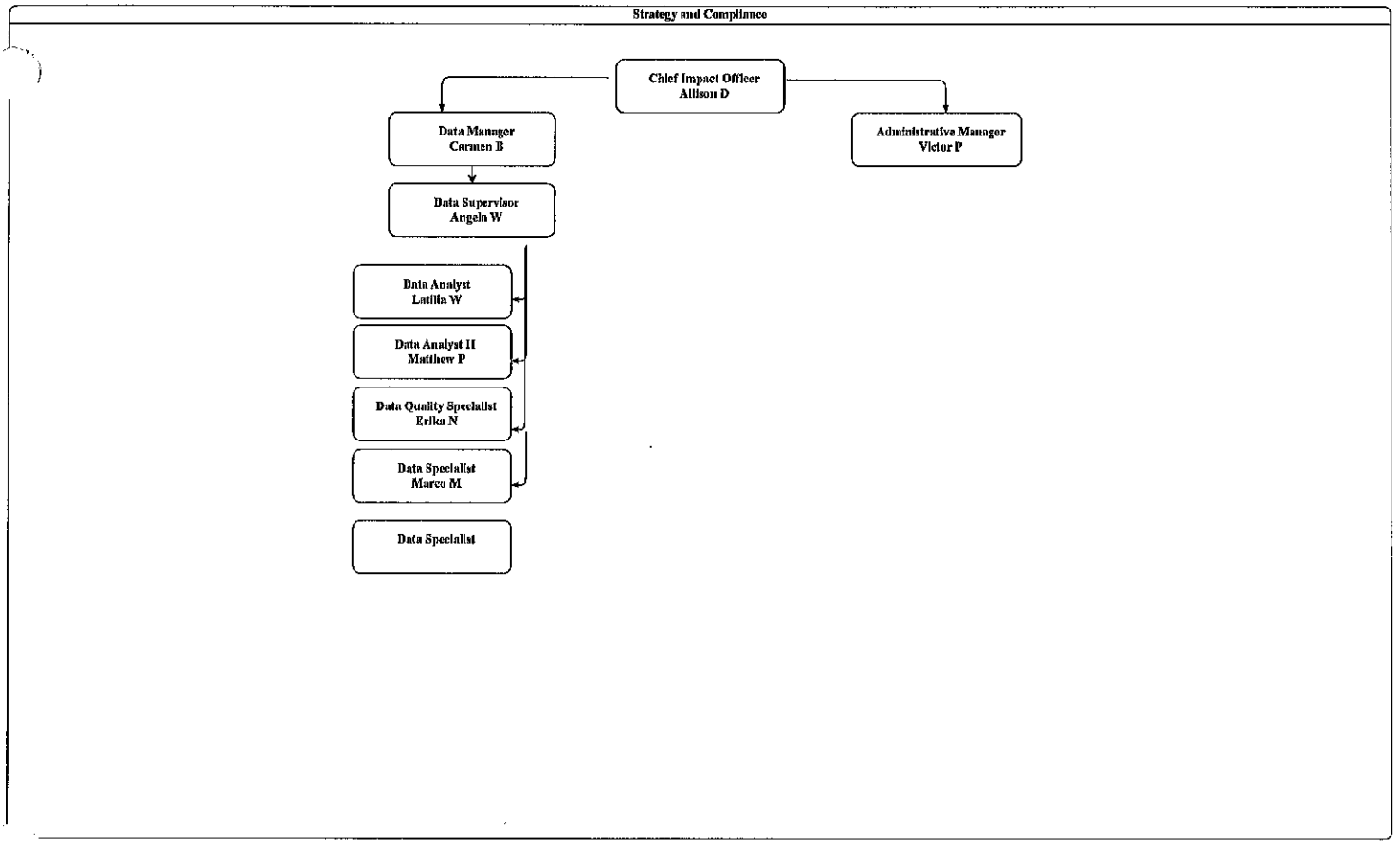
MERCY HOUSE

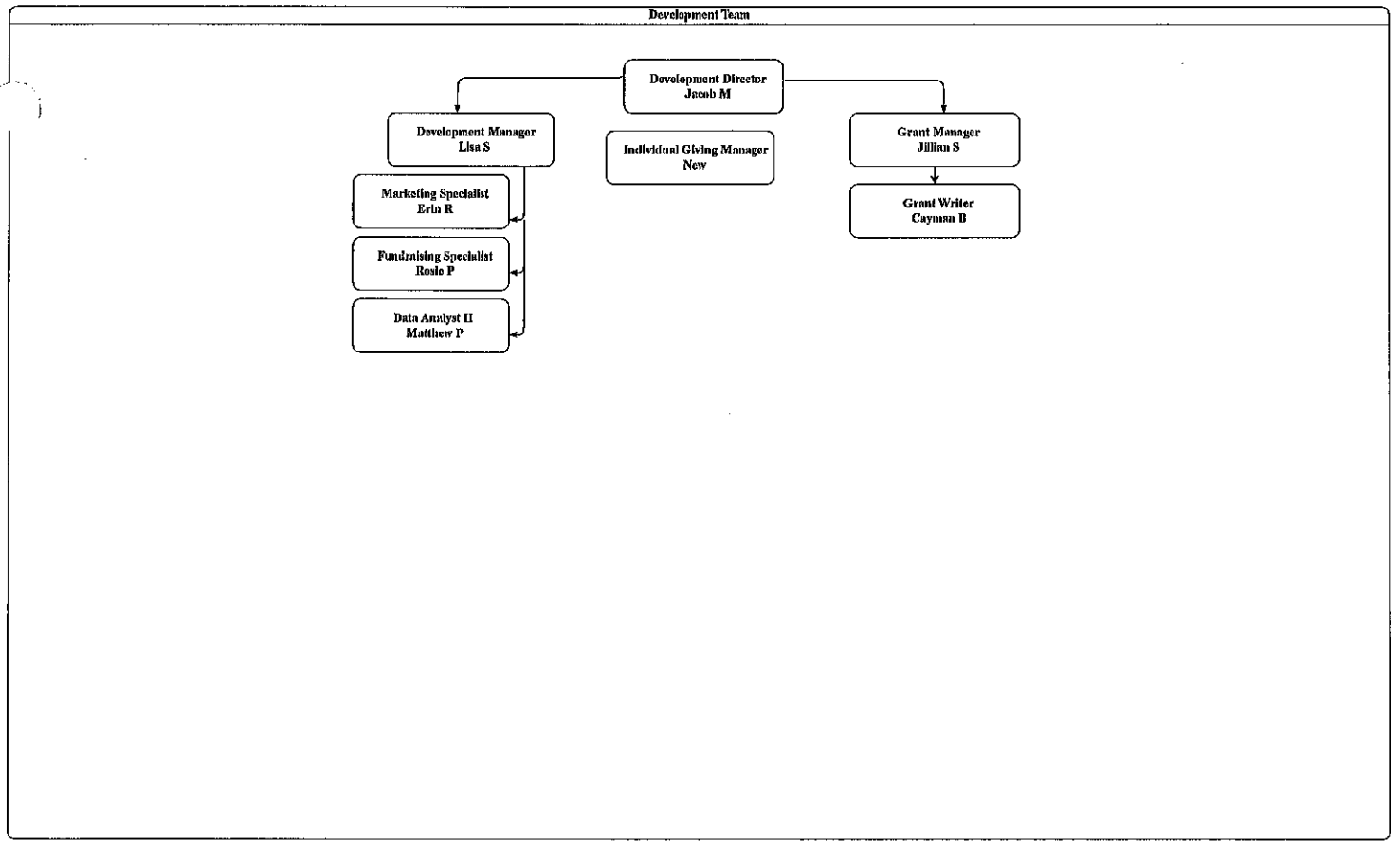
ATTACHMENT F
ORG CHART

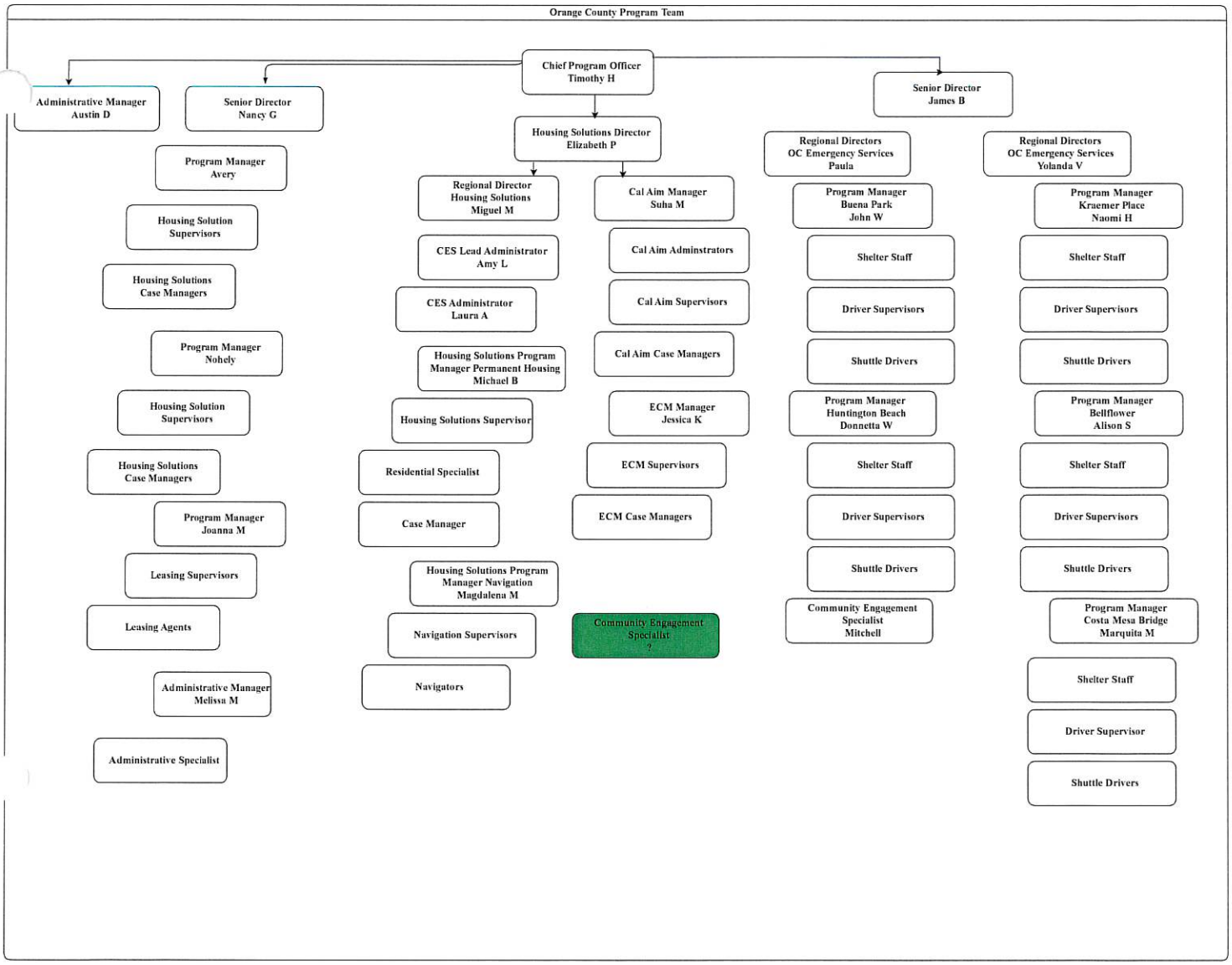

Mercy House Short Term Or n Chart
Chief Executive Officer
Larry H
Deputy CEO
Patti L
Chief Housing Officer
Linda W
Chief Operations Officer
Robyn W
Chief Program Officer
Timothy H
Chief Financial Officer
Mary Ellen G
Chief Impact Officer
Allison D
Development Director
Jacob M
Human Resources
Director
Ana C
Information Systems
Director
Trevor L
Employee Experience
Director
Gabriela L
Senior Director
Nancy G
Senior Director
Elizabeth P
Senior Director
James B
Accounting Manager
Connie K
Data Manager
Carmen B
Grants Manager
Jillian S
Development Manager
Lisa S
Individual Giving
Manager
New
Fleet Manager
Julio D
Administrative
Manager
Angel P
Information Systems
Manager
Brandon F
Regional Director
Ventura Co.
Ninna C
Program Manager
Dolores S
Program Manager
Amanda C
Program Manager
Magen K
Program Manager
Avery V
Program Manager
Nohely C
Program Manager
Joanna M
Regional Director
OC Housing Solutions
Miguel M
Program Manager
Michael B
Program Manager
Magdalena M
Program Manager
Jason E
Program Manager
Suha M
Program Manager
Jessika K
Regional Director OC
Emergency Services
Yolanda V
Program Managers
Marquita M, Alison S,
and Naomi H
Regional Director OC
Emergency Services
Paula N
Program Managers
John W and Donnetta W
Regional Director
Kern Co.
Theo D
Program Managers
Dianna
Regional Program
Director Riverside
Charles C
Program Managers
Cynthia G
Regional Program
Director Arizona
Lavelle L
Program Managers
Drew W
Administrative Manager
Austin D
Administrative Manager
Victor P

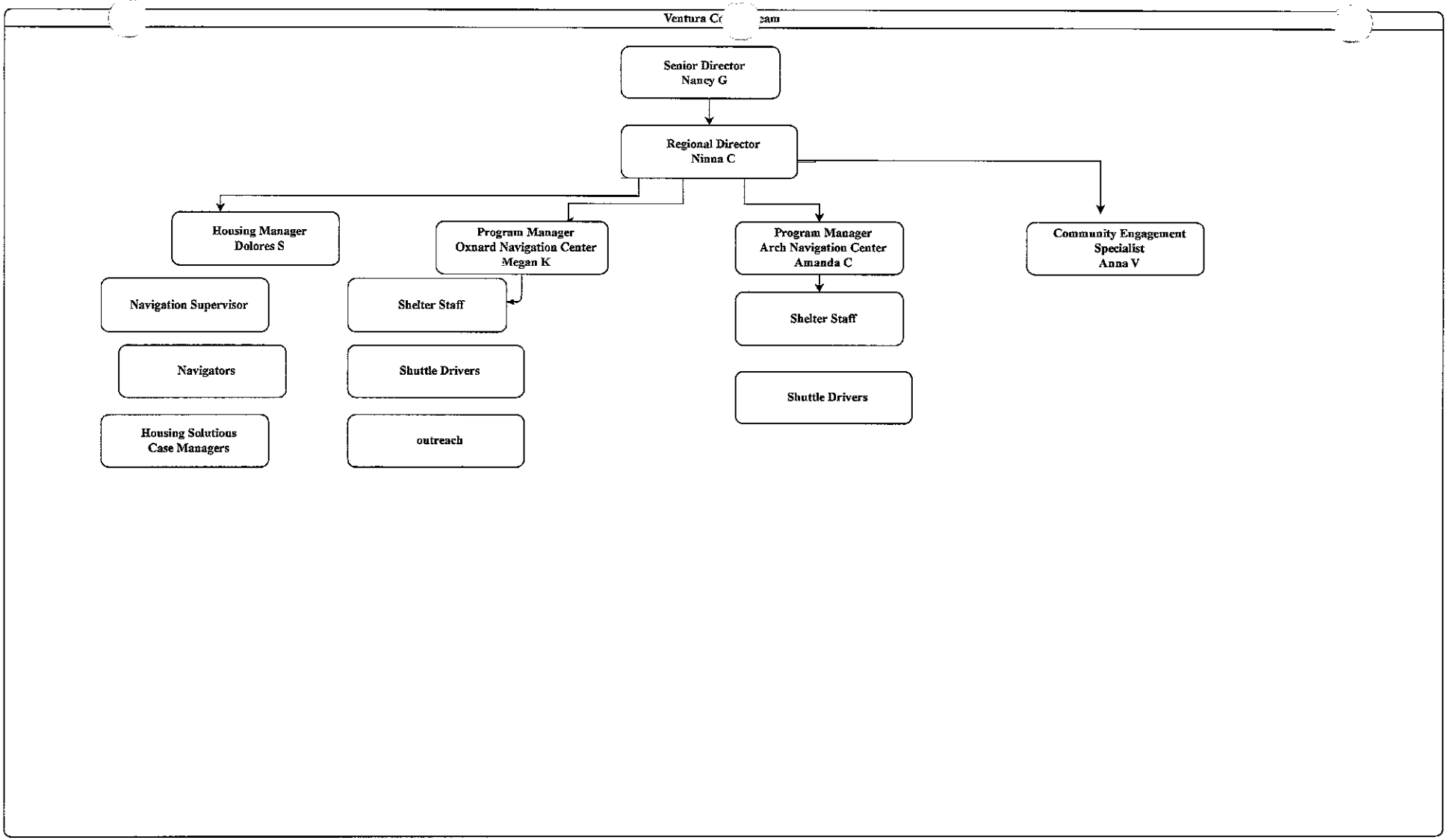

Chief Financial Officer
Mary Ellen G
Accounting Manager
Connie K
Accounts Payable Supervisor
Maribel B
Accounts Payable Specialist
Thomas E
Accounts Payable Specialist
Kanto K
Accounts Payable Specialist
Natalie R
Accounts Payable Specialist
Vanessa G
Accounts Payable Specialist
Vanessa R
Accounts Payable Specialist
Accounts Payable Specialist
Veronica L
Accounts Receivable Manager
Accounts Payable Supervisor
Accounts Receivable Specialist
Vivianna M
Accounts Receivable Specialist
Memory P
Accounts Receivable Specialist
David Le
Accounts Receivable Specialist
Alex T
Accounts Receivable Specialist
Anthony L
Accounts Receivable Specialist
George R
Accounts Receivable Specialist
Isaac H
Accounts Payable PT Specialist
Cassie A

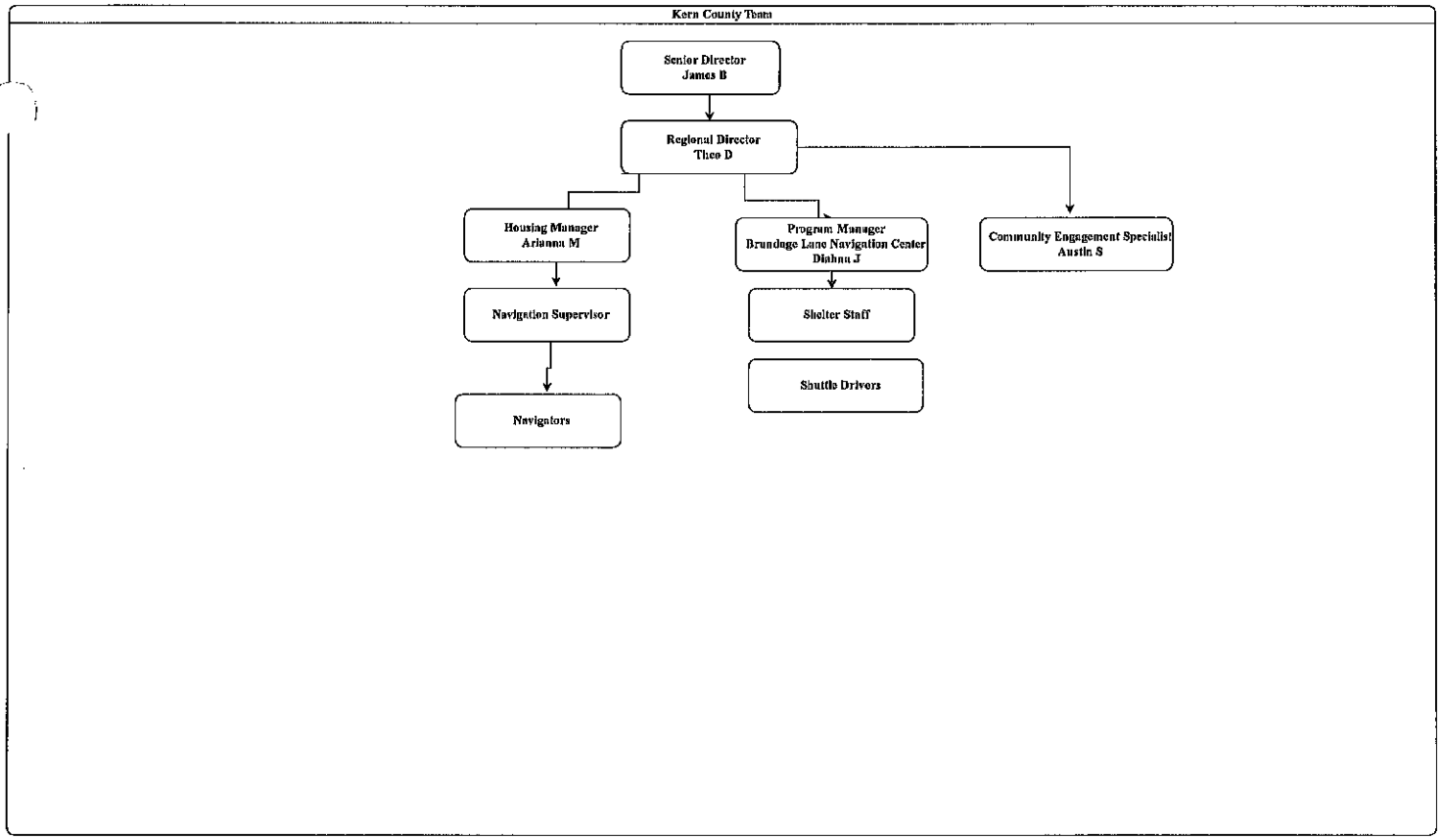

Operations Team
Chief Operations Officer
Robyn W
Maintenance Supervisor
John F
Maintenance Technician
Nestor M
Maintenance Technician
Sal G
Maintenance Technician
Edgar M
Information Systems Director
Trevor L
IT Manager
Brandon F
IT Help Desk Supervisor
Marcus G
IT Help Desk Tech II
Adrian C
IT Help Desk Tech I
Darius R
IT Help Desk Tech I
New
Information Security
Analyst I
Edmond T
IT Procurement Specialist
Thomas E.
Administrative Manager
Angel P
Receptionist
Corina C
Fleet Manager
Julio D
Employee Experience Director
Gabriela L
Employee Relations
Supervisor
Paul O
Employee Relations
Specialist
Yadira M
Employee Relations
Specialist
Elmira B
Employee Relations
Specialist
Madison H
Leave and Accommodations
Specialist
Sydni I
Employee Experience
Supervisor
Irony T
Recruitment Specialist
Jimmy T
Recruitment Specialist
Sebin
Recruitment Specialist
New
Onboarding Specialist
Suby G
Human Resources Director
Ana C
HR Supervisor
Norma M
WC and Risk
Management Specialist
Desiree P
Benefits Specialist
Emily T
Human Resources
Generalist
Kern Co
Natalie B
Payroll Supervisor
Joe K
Payroll Specialist
Christian
Payroll Specialist
New
Human Resources Generalist
Allison Mc

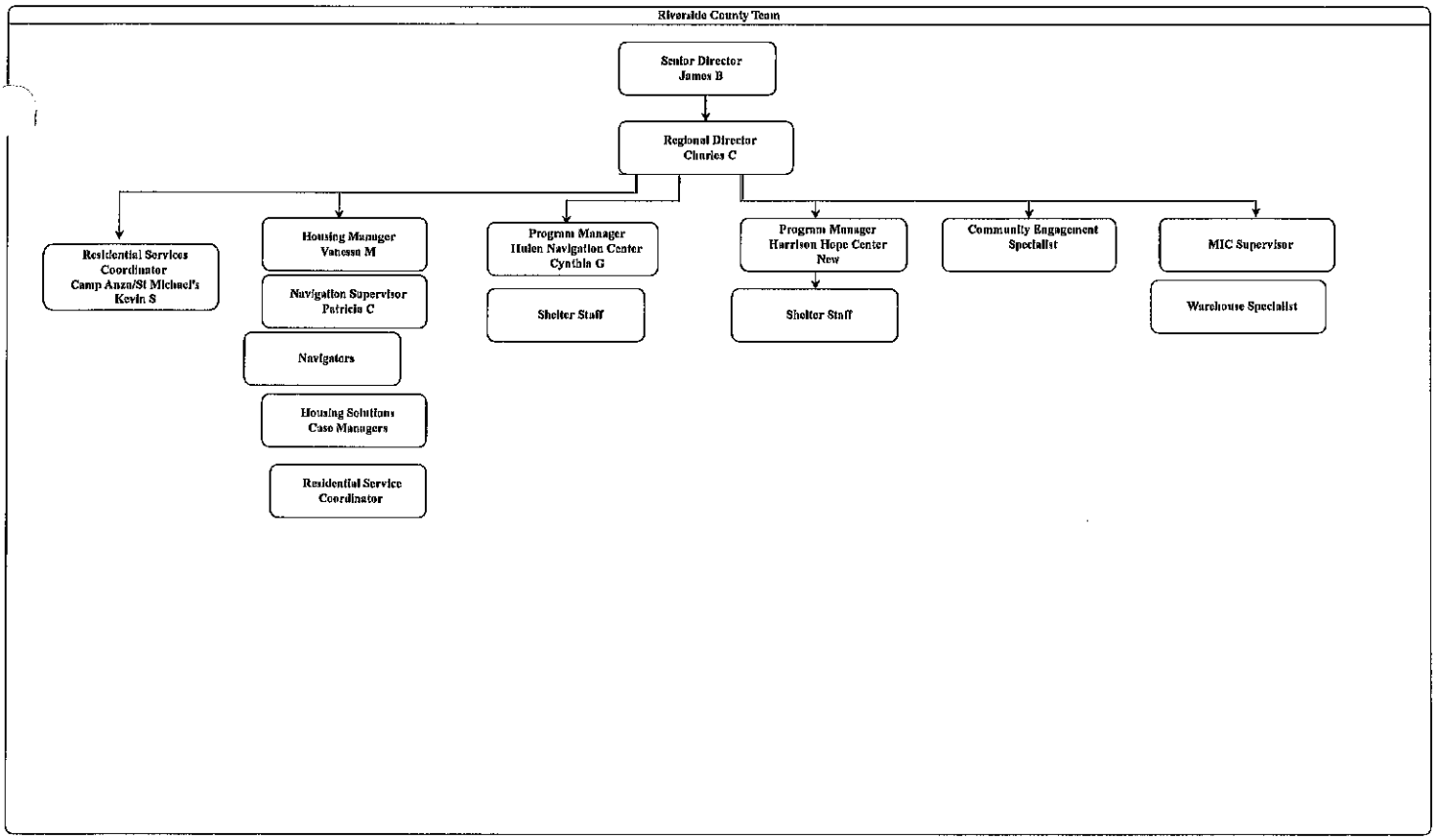

Strategy and Compliance
Chief Impact Officer
Allison D
Data Manager
Carmen B
Administrative Manager
Victor P
Data Supervisor
Angela W
Data Analyst
Latilia W
Data Analyst II
Matthew P
Data Quality Specialist
Erika N
Data Specialist
Marco M
Data Specialist

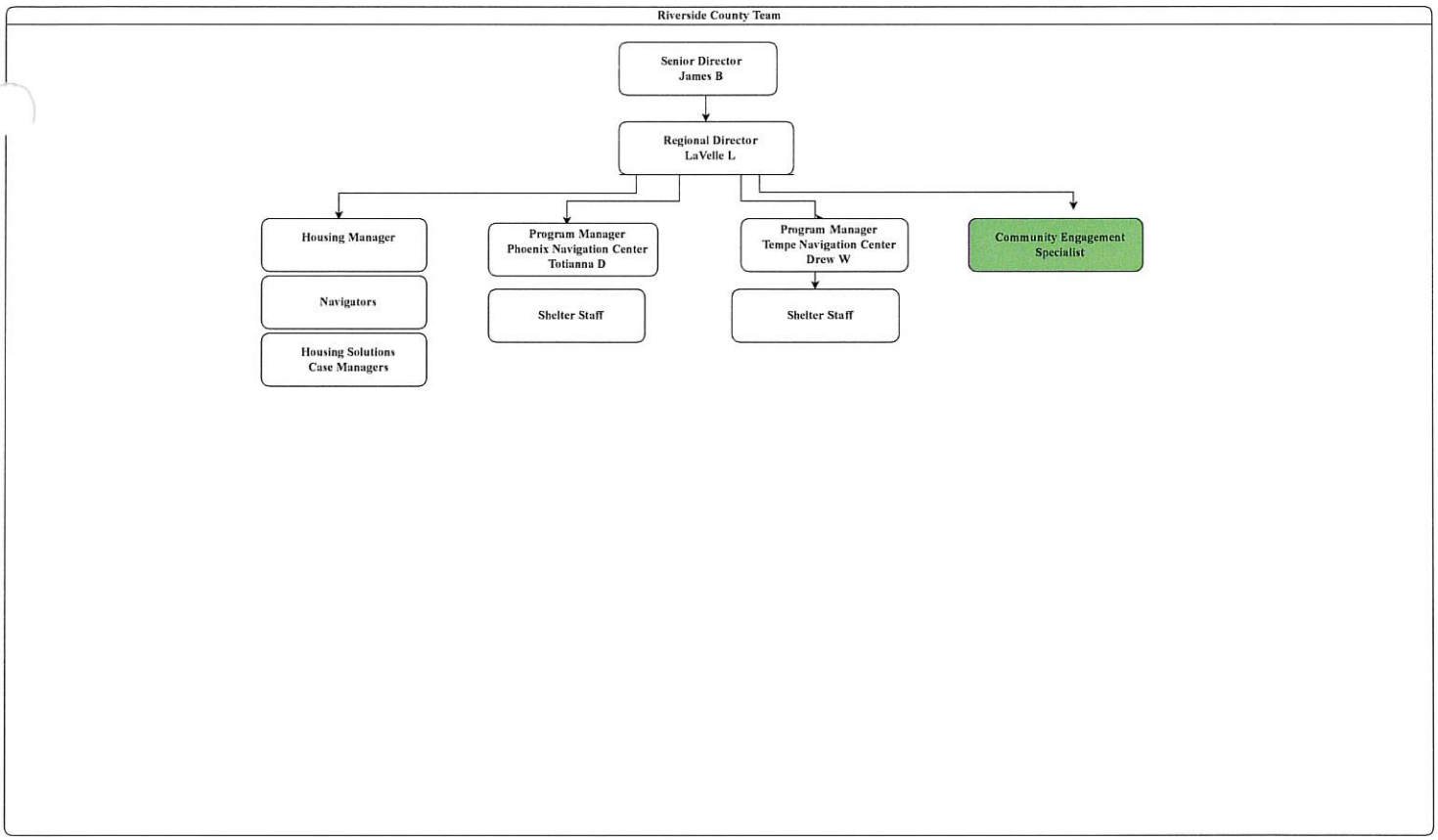

Development Team
Development Director
Jacob M
Development Manager
Lisa S
Individual Giving Manager
New
Grant Manager
Jillian S
Marketing Specialist
Erin R
Fundraising Specialist
Rosie P
Data Analyst II
Matthew P
Grant Writer
Cayman B


Orange County Program Team
Chief Program Officer
Timothy H
Administrative Manager
Austin D
Senior Director
Nancy G
Housing Solutions Director
Elizabeth P
Senior Director
James B
Program Manager
Avery
Housing Solution
Supervisors
Housing Solutions
Case Managers
Program Manager
Nohely
Housing Solution
Supervisors
Housing Solutions
Case Managers
Program Manager
Joanna M
Leasing Supervisors
Leasing Agents
Administrative Manager
Melissa M
Administrative Specialist
Regional Director
Housing Solutions
Miguel M
CES Lead Administrator
Amy L
CES Administrator
Laura A
Housing Solutions Program
Manager Permanent Housing
Michael B
Housing Solutions Supervisor
Residential Specialist
Case Manager
Housing Solutions Program
Manager Navigation
Magdalena M
Navigation Supervisors
Navigators
Cal Aim Manager
Suha M
Cal Aim Adminstrators
Cal Aim Supervisors
Cal Aim Case Managers
ECM Manager
Jessica K
ECM Supervisors
ECM Case Managers
Community Engagement
Specialist
?
Regional Directors
OC Emergency Services
Paula
Program Manager
Buena Park
John W
Shelter Staff
Driver Supervisors
Shuttle Drivers
Program Manager
Huntington Beach
Donnetta W
Shelter Staff
Driver Supervisors
Shuttle Drivers
Community Engagement
Specialist
Mitchell
Regional Directors
OC Emergency Services
Yolanda V
Program Manager
Kraemer Place
Naomi H
Shelter Staff
Driver Supervisors
Shuttle Drivers
Program Manager
Bellflower
Alison S
Shelter Staff
Driver Supervisors
Shuttle Drivers
Program Manager
Costa Mesa Bridge
Marquita M
Shelter Staff
Driver Supervisor
Shuttle Drivers


Ventura Cr eam
Senior Director
Nancy G
Regional Director
Ninna C
Housing Manager
Dolores S
Program Manager
Oxnard Navigation Center
Megan K
Program Manager
Arch Navigation Center
Amanda C
Community Engagement
Specialist
Anna V
Navigation Supervisor
Navigators
Housing Solutions
Case Managers
Shelter Staff
Shuttle Drivers
outreach
Shelter Staff
Shuttle Drivers


Kern County Team
Senior Director
James B
Regional Director
Theo D
Housing Manager
Arianna M
Program Manager
Brundage Lane Navigation Center
Dishna J
Community Engagement Specialist
Austin S
Navigation Supervisor
Shelter Staff
Shuttle Drivers
Navigators


Riverside County Team
Senior Director
James B
Regional Director
Charles C
Residential Services
Coordinator
Camp Anza/St Michael's
Kevin S
Housing Manager
Vanessa M
Navigation Supervisor
Patricia C
Navigators
Housing Solutions
Case Managers
Residential Service
Coordinator
Program Manager
Hulen Navigation Center
Cynthia G
Shelter Staff
Program Manager
Harrison Hope Center
New
Shelter Staff
Community Engagement
Specialist
MIC Supervisor
Warehouse Specialist


Riverside County Team
Senior Director
James B
Regional Director
LaVelle L
Housing Manager
Navigators
Housing Solutions
Case Managers
Program Manager
Phoenix Navigation Center
Totianna D
Shelter Staff
Program Manager
Tempe Navigation Center
Drew W
Shelter Staff
Community Engagement
Specialist

MERCY HOUSE

ATTACHMENT G
BOARD OF DIRECTORS

MERCY HOUSE

Board of Directors

Tim Clyde, Chair
Katzkin Automotive Leather
2 Hermosa
Irvine, CA 92620
714-544-7371 Home
714-813-9119 Mobile
timclyde63@gmail.com
Affiliation: CEO
Term: 15 Years

William E. Baker, Jr., Assistant Secretary
18301 Hillcrest Avenue
Villa Park, CA 92861
714-998-1232 Home
wbaker@lawbaker.com
Affiliation: Attorney
Term: 36 Years

Gary R. Belz
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Irvine, CA 92604
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714-978-1300 Office
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Affiliation: Certified Public Accountant
Term: 36 Years

Mia Bergman
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708-870-6475 Cell
Maria.m.bergman@gmail.com
Affiliation: CPA
Term: 3 Years

James Brooks
PO Box 1905
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jamesb@ymercyhouse.net
Affiliation: Homeless Advocate and
Formerly Homeless Individual
Term: 9 Years

Johnny Bryant
ASL Electric
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Lake Forest, CA 92630
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949-343-3018 Cell
JBryant@aslelectric.com
Term: 3 Years

Ariana Burris
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19291 Maynard Way
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arianaburris@gmail.com
Affiliation: Co-Founder/Principal
Term: 1 Year

Raymond M. Bukaty
1 Corona
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949-636-0939 Cell
ray.bukaty@gmail.com
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Term: 21 Years

Mladen Buntich
Mladen Buntich Const. Co., INC
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Mbjr@buntich.com
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Term: 8 Years

Daryl A. Cole, CFP
Cole & Company Wealth Management, Inc.
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Orange, CA 92866
714-750-3090 x101 Office
714-743-2220 Cell
darylcole@aol.com
Affiliation: Business Owner
Term: 16 Years

MERCY HOUSE

Board of Directors

Sean Chaffins
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29818 Santa Margarita Pkwy
Rancho Santa Margarita, CA 92688
949-750-1502 Direct
sean.chaffins@firstcitizens.com
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Jeremy Elkins
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jeremy.d.elkins@gmail.com
Jeremy.Elkins@stjoe.org
Affiliation: CEO
Term: 5 Years

Paul Julian
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15320 Barranca Pkwy, Ste 100
Irvine, CA 92618
949-294-8110 Cell
pjulian@advancedrealestate.com
Affiliation: President
Term: 1 Year

Phillip R. Kaplan
Umberg Zipser, LLP
1920 Main St #750
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949-679-0052 Cell
Pkaplan@umbergzipser.com
Affiliation: Attorney
Term: 12 Years

Marianne R. Koshar
The Boeing Company
3491 Aquarius Dr.
Huntington Beach, CA 92649
2201 Seal Beach Blvd.
MC 110-SB25
Seal Beach, CA 90740-1515
562-225-4780 Cell
marianne.l.koshar@boeing.com
Affiliation: HR Director
Term: 3 Years

Dana Kovach
Kovach Marketing
456 Gaviota
Newport Beach, CA 92660
714-757-2870 Cell
danakovach@kovachmarketing.com
Affiliation: Founder & CEO
Term: 1 Year

Richard Lopez
The Boeing Company
7159 Ridgecrest Ct Ventura, CA 93003
(714) 262-8811 Cell
Richard.Lopez@boeing.com
Affiliation: Attorney
Term: 8 Years

Richard K. Masterson
2 Corona
Irvine, CA 92603
949-394-9916 Cell
949-679-4122 Home
rkmasterson759@gmail.com
Affiliation: Retired
Term: 11 Years

Bryan Pavalko
RBA Builders
16490 Harbor Blvd
Fountain Valley, CA 92708
714-321-7606 Cell
bryan@rbabllc.com
Affiliation: President
Term: 1 Year

Jessica Petrillo
County of Ventura
435 South D Street
Oxnard CA, 93030
jessica.i.petrillo@gmail.com
805-385-8044 Office
Affiliation: Public Sector - Homeless Assistance Program Coordinator
Term: 2 Years

MERCY HOUSE

Board of Directors

Jim Righeimer
Arbor Capital Partners
4040 MacArthur Blvd, Suite 250
Newport Beach, CA 92660
714-404-7567 Home
Jim@RFComsites.com
Affiliation: CEO / Developer
Term: 3 Years

Michael Solo
Diversified Investment Services
3665 S. Bear St.
Santa Ana, CA 92704
714-390-0957 Cell
Msolo@disinc.com
Affiliation: CFP
Term: 2 Years

Julie Stark
CDC Designs
2915 Red Hill Avenue Costa Mesa,
CA 92626-5923
julies@cdcdesigns.com
Affiliation: President
Term: 1 Year

City of Buena Park
2026-2027 Community Development Block Grant (CDBG)

Funding Proposal Summary Sheet

Organization Name:	**Friendly Center, Inc.**
Program Name:	**Buena Park Friendly Mart**
Estimated Goal:	**500 Individuals**
Funding Request:	**$87,000**

Organization Purpose:

The Friendly Center offers stability programs, food distribution, case management, mental health counseling, utility and rental assistance, and other referral services to low income families in Buena Park. Additionally, they offer skill-building programs such as after-school tutoring, job development assistance, and financial literacy workshops.

Friendly Center has recently opened a new food distribution center called Friendly Mart located at William Peak Park in an effort to expand their food distribution services. Recent changes to federal food related benefits have led to a heightened need for community-based food services. By providing food distribution in this larger "market" setting, they strive to offer more clients the liberty to choose the foods that best meet their needs. The new location is also equipped with refrigerators, freezers, and a wider variety of foods that were not offered in their original food pantry location.

Description of Request:

CDBG funds will support a portion of Friendly Center's staff salaries, benefits, and insurance costs for personnel assigned to Friendly Mart. This includes one full-time staff member and one part-time staff member who will ensure services are available two to three days per week, a significant increase from the twice-monthly service schedule at the previous pantry location.

Analysis of Request:

The activity meets the national objective of benefiting low- and moderate- income individuals. The Friendly Center offers assistance that improves many residents' quality of life and promotes food security for low-income households. Friendly Center is a well-recognized resource center receiving many low-income resident referrals from Orange County Social Services, local schools, 2-1-1 Orange County, and other non-profit organizations, which demonstrates their experience and ability to provide these services to the community.

Funding Recommendation:

Staff recommends funding in the amount of **$15,000.**

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☑ Completed FY 2026-2027 CDBG Grant Application
- ☑ Copy of current client intake form for proposed activity
  - ☐ N/A (only if activity is LMA)
- ☑ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☑ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☑ Proof of active nonprofit status (IRS determination letter)
- ☑ List of Board of Directors (board member names and titles)
- ☑ Copy of current organizational chart
- ☐ Copy of current lease (if CDBG funding request involves rental expenses)
- ☑ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: Friendly Center, Inc.

Submitted By: Kenia Cueto, Ph.D., President/CEO / Kenia Cueto, Ph.D. / 12/15/25
(Print Name, Title) (Sign) (Date)

RECEIVED
DEC 18 2025
ECONOMIC DEVELOPMENT

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027)
CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	Friendly Center, Inc.
Activity/Program Name	Buena Park Friendly Mart
Address	7225 El Dorado Dr., Buena Park, CA 90620
Contact Person/Title	Jessica Ruelas
Email Address	2200 W. Orangewood Ave St 240 Orange Ca 92868
Phone Number	714-771-5300 ext 136
Activity Type (select one)	☐ Public Service Activity ☑ Other CDBG Eligible Activity
Organization Type (select one)	☐ City Department ☑ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$87,000

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

   Estimated Goal: 1,000 ☑ Individuals ☐ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: 500 ☑ Individuals ☐ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.

(Signature of authorized representative) 12/15/25 Date

Jessica Ruelas, Director of Community & Family Services
(Print name and title of authorized representative)

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the proposed activity, including services to be provided and goals to be accomplished. a) Why is there a need for this activity in the City of Buena Park? b) Identify the location of the activity and the service area boundaries. c) Describe specifically the intended use of the CDBG funds.
	Friendly Center recently opened a Friendly Mart in the City of Buena Park, located at William Peak Park (7225 El Dorado Dr., Buena Park, CA 90620). On September 24, 2025, we proudly opened our doors to our second market. Our markets are designed to preserve client dignity while offering choice, allowing individuals and families to select foods that best meet their needs. The City of Buena Park is home to many families experiencing food insecurity, and access to basic necessities, particularly nutritious food. The Friendly Mart is open to all Buena Park residents as well as individuals throughout Orange County. Through this market, we provide bi-monthly food distributions that help families maintain consistent access to healthy meals. If awarded this grant, funds would be used to support staffing, including the salaries of one full-time staff member and one part-time staff member. These positions are necessary to operate the market on a weekly basis and to provide services two to three days per week, ensuring consistent and reliable access to food for the community.
2	**TARGET POPULATION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.
	The Friendly Center Friendly Mart serves low-income families and individuals throughout Orange County, with a primary focus on Buena Park residents. While most clients live in Buena Park, services are available to any Orange County resident in need. For FY 2026–2027, Friendly Center anticipates serving 700 unduplicated individuals in Buena Park, with an estimated 10% increase based on year-over-year growth and expanded outreach efforts. Friendly Center collects ongoing client service data for grant reporting, program planning, and tracking unduplicated clients. Clients learn about the Friendly Mart through word-of-mouth, referrals from Orange County Social Services, schools, 2-1-1, and nonprofit partners. As a trusted organization, Friendly Center maintains strong collaborative partnerships across Orange County and continues to expand outreach through coordinated efforts by program leadership.The need for this program is confirmed by daily calls to Friendly Center's Community Resource Center, where food assistance is consistently the most requested service. This data underscores food insecurity as a critical need for residents of Buena Park and communities throughout Orange County, specifically after the government shut down and SNAP changes.

3

NATIONAL OBJECTIVES

[24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.

Select one then explain in the space below:

- ☑ Benefit low- and moderate-income persons in Buena Park;
- ☐ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☐ Meet a need having a particular urgency in Buena Park.

Friendly Center's Friendly Mart in Buena Park meets the "benefit low- and moderate-income persons in Buena Park" CDBG program national objective by providing free programs designed to meet the specific needs of low- and moderate-income households. These programs, and their specific benefits for low- and moderate-income individuals, are outlined below:

- Community Resource Center programs that alleviate food insecurity: bimonthly large-scale food distributions and emergency basic needs support.
- Community Resource Center programs that offer intervention in times of crisis: emergency basic needs support, diaper support, domestic violence intervention, case management, utility assistance, rental assistance, information and referral services, and legal services.
- Community Resource Center programs that offer access to vital healthcare services: mental health counseling, mobile medical, and dental care services.
-Community Resource Center programs that provide education resources that may otherwise be out of reach due to cost or other barriers: year-round after-school tutoring, financial literacy, parenting classes, and job development workshops.

4

BUDGET

[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
Staff Salaries and Benefits	$ 85,500	$ 341,773	$ 427,273
Program Expenses	$	$ 45,000	$ 45,000
Operation Expenses	$	$ 23,000	$ 23,000
Insurance	$ 1500	$ 11,500	$ 13,000
In-Kind Expense Value	$	$ 535,000	$ 535,000
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$
Total	$ 87,000	$ 956,273	$ 1,043,273

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	Included with this submission is the required registration form that is completed by any client participating in programs at Friendly Center's Community Resource Center in Buena Park. On this form, clients state their name, address, household size, gross annual income, and ethnicity/race. Cumulative data from this form can be used to report the unduplicated number served during a specific time period and prove that at least 70% of persons served are low- and moderate-income, and a minimum of 20% are Buena Park residents.
6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP.
	A. Select one Objective: ☑ Suitable Living Environment ☐ Decent Affordable Housing ☐ Economic Opportunities **B. Select one Outcome:** ☑ Availability/Accessibility ☐ Affordability ☐ Sustainability

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

4. Further, the prospective sub-recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective sub-recipient will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

6. It is further agreed that by submitting this proposal, the prospective sub-recipient will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: Friendly Center Inc.

Address: 2200 Beach Blvd

City: Buena Park State: CA Zip: 90621

Unique Entity ID (UEI): TVWNTG1TW14 Expiration Date: 2026

Active Exclusions (Select One): ☐ Yes ☐ No

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Organization Name: Friendly Center

Address: 2200 W. ORangewood Ave Ste 240

Kenia Cueto, PhD, President/ CEO	Kena Cueto	12/15/25
Name and Title of Authorized Representative	**Signature**	**Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
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 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 and/or debarment.

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FY 2026-2027 CDBG FUNDING APPLICATION

ZONING/LAND USE APPROVAL

This form shall only be used in City determination of eligibility for CDBG Grants and shall not constitute separate review for any other purpose.

Friendly Center
Name of organization

2200 W. Orangewood Suite 240 Orange Ca 92868
Address of organization

Jessica Ruelas- Director of Community and Family
Applicant name and title

714-771-5300 Jessica@friendlycenter.org
Phone Number/Email

Describe business operation, including services provided and activities performed in sufficient detail to allow determination of eligibility to operate at property (use a separate page for additional information)

Friendly Center has a license agreement with the City of Buena Park to operate at 7225 El Dorado Dr., Buena Park, CA 90621.

Applicant's Signature

12/15/25
Date

To be completed by the City of Buena Park Planning Department

_____Use classification
_____Zoning

☐ Permitted Use

☐ Conditional Use Permit Required

Comments:_____

Signature of Planning Department Representative

Date

City of Buena Park
Community Development Block Grant Program
Certificación del Cliente

Subrecipiente: Friendly Center, Inc.

Año Fiscal: FY 2025-2026 **Proyecto:** Community Food

Beneficiario: _____

Dirección: _____

Ciudad: _____, CA **Código Postal** _____

1. **Jefe de Familia** ☐ Masculino ☐ Femenino 2. **Desamparado** ☐ Sí ☐ No

3. **Marque uno.** **Tercera Edad (62+)** ☐
   (Si aplica) **Deshabilitado** ☐

4. **Primero verifique el número de personas en su hogar. Luego lea y marque la casilla en la misma fila que se aplica al ingreso anual bruto de su hogar.** (*El ingreso bruto anual es el ingreso de todas las fuentes antes de impuestos.*)

Límites de Ingresos				
Número de Personas	**Categoría 1**	**Categoría 2**	**Categoría 3**	**Categoría 4**
☐ 1	☐ $30,150 o menos	☐ $50,250 o menos	☐ $80,400 o menos	☐ $80,400 y más
☐ 2	☐ $34,450 o menos	☐ $57,400 o menos	☐ $91,850 o menos	☐ $91,850 y más
☐ 3	☐ $38,750 o menos	☐ $64,600 o menos	☐ $103,350 o menos	☐ $103,350 y más
☐ 4	☐ $43,050 o menos	☐ $71,750 o menos	☐ $114,800 o menos	☐ $114,800 y más
☐ 5	☐ $46,500 o menos	☐ $77,500 o menos	☐ $124,000 o menos	☐ $124,000 y más
☐ 6	☐ $49,950 o menos	☐ $83,250 o menos	☐ $133,200 o menos	☐ $133,200 y más
☐ 7	☐ $53,400 o menos	☐ $89,000 o menos	☐ $142,400 o menos	☐ $142,400 y más
☐ 8	☐ $56,850 o menos	☐ $94,750 o menos	☐ $151,550 o menos	☐ $151,550 y más

Nota: Los ingresos límites entraron en vigencia el 15 de mayo de 2023 y están sujetos a cambios.

5. **Etnicidad y Raza**

Etnicidad ***(Marque uno.)***
Hispano o Latino ☐ Sí ☐ No

Raza ***(Marque uno por cada miembro de su familia.)***

RAZA	Categorías de Raza Única					o Categorías de Raza Múltiple					TOTAL
	Blanco	Negro o Afro-americano	Asiático	Indio americano o Nativo de Alaska	Nativo Hawaiano o Isleño del Pacífico	Indio Americano o Nativo y Blanco de Alaska	Asiático y Blanco	Negro o Afroamericano y Blanco	Indio Americano o Nativo de Alaska y Negro o Afroamericano	Otra Raza Múltiple	
Residente de Buena Park											
No Residente de Buena Park											

De acuerdo con el Título 18, Sección 1001 de los Estados Unidos Código, es un delito grave para cualquier persona a sabiendas y voluntariamente hacer declaraciones falsas o fraudulentas a cualquier departamento del Gobierno de los Estados Unidos. Yo, el abajo firmante, certifico por la presente que todas las declaraciones contenidas en este documento, son verdaderas y correctas a mi mejor conocimiento y creencia. Entiendo que la información que proporciono en esta certificación está sujeta a verificación, y acepto proporcionar la documentación necesaria si así se solicita.

_____ _____
Firma del Solicitante Fecha

_____ _____
Aprobación de la Agencia Fecha

City of Buena Park
Community Development Block Grant Program - Client Eligibility Certification
Subrecipient Name: Friendly Center, Inc. **Fiscal Year:** 2025-2026 **Project/Program Name:** Community Food Orange

Beneficiary's Name: _____

Address: _____

City _____, CA **Zip Code** _____

1. Head of Household: ☐ Male ☐ Female 2. **Homeless:** ☐ Yes ☐ No

3. Check only one. ***(If Applicable)*** ☐ Elderly (62+) ☐ Disabled

4. First check your household size. Then read across and check the box on the same row that applies to your household's gross annual income. (*Gross annual income is income from all sources before taxes.*)

Household Size	Category 1	Category 2	Category 3	Category 4
☐ 1	☐ $33.150 or less	☐ $55, 250 or less	☐ $88,400 or less	☐ $90,300 and above
☐ 2	☐ $37,900 or less	☐ $63, 100 or less	☐ $101,000 or less	☐ $103,200 and above
☐ 3	☐ $42,650 or less	☐ $71,050 or less	☐ $113,650 or less	☐ $116,100 and above
☐ 4	☐ $47,350 or less	☐ $78,900 or less	☐ $126,250 or less	☐$129,000 and above
☐ 5	☐ $51,150 or less	☐ $85,250 or less	☐ $136,350 or less	☐ $139,300 and above
☐ 6	☐ $54,950 or less	☐ $91,550 or less	☐ $146,450 or less	☐ $149,650 and above
☐ 7	☐ $58,750 or less	☐ $97,850 or less	☐ $156,550 or less	☐ $159,950 and above
☐ 8	☐ $62,550 or less	☐ $104,150 or less	☐ $166, 650 or less	☐ $170,300 and above

Note: Income Limits as published on August 15, 2024, and are subject to change.

5. Ethnicity and Race

Ethnicity (Check one.) Hispanic or Latino ☐ Yes ☐ No

Race ***(Check one.)***

	White	Black or African American	Asian	American Indian or Alaska Native	Native Hawaiian or Other Pacific Islander	Middle Eastern or North African	American Indian or Alaska Native ***and*** White	Asian ***and*** White	Black or African American ***and*** White	American Indian or Alaska Native ***and*** Black or African American	Other Multiple Race	
Orange Resident												
Non-Orange Resident												

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested to do so.

_____ _____
Project/Program Participant's Signature Date

_____ _____
Subrecipient Agency's Approval Date

Internal Revenue Service

Date: April 3, 2007

FRIENDLY CENTER INC
147 W ROSE AVE
ORANGE CA 92867-6627

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Kim A. Chambers 31-07674
Customer Service Specialist
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
95-2479833

Dear Sir or Madam:

This is in response to your request of April 3, 2007, regarding your organization's tax-exempt status.

In June 1967 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

friendly center
EST. 1924

Chair

- Vito A. Canuso III | Intellectual Property Lawyer

Vice Chair

- Mark Richards | AWI Logistics
- Patty Barrios | United Business Bank

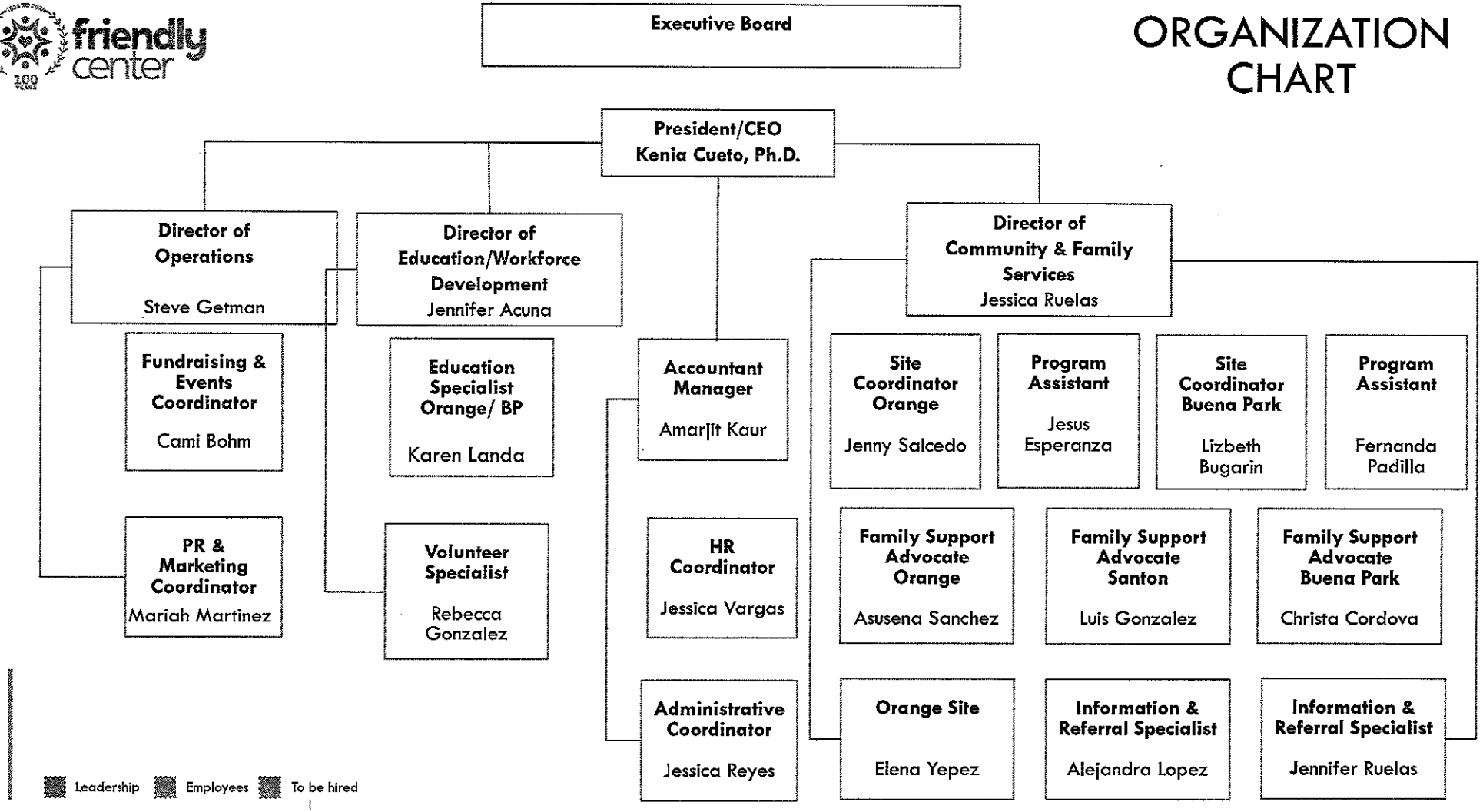
President/CEO

- Kenia Hernandez Cueto, Ph.D.

Board Members

- Marge Aguilar | Retired, Bank of America
- Dennis Corbett | Retired, Pacific Life Insurance Company
- Alisa Driscoll | Chapman University
- Kris Erickson | Law Offices of Kristin A. Erickson, Orange Unified School Board Trustee
- Ken Fisher | Pacific Life Insurance Company - Board Treasurer
- Gisela Meier | Philanthropist – Board Secretary
- Laura Rothafel, MA, MFT, LPCC | Marriage & Family Therapist
- Fred Whitaker | Cummins & White, LLP

ORGANIZATION CHART



City of Buena Park
2026-2027 Community Development Block Grant (CDBG)

Funding Proposal Summary Sheet

Organization Name:	**Giving Children Hope**
Program Name:	**We've Got Your Back (WGYB)**
Estimated Goal:	**80 Individuals**
Funding Request:	**$25,000**

Organization Purpose:

Giving Children Hope (GCH) provides weekly food support to low-income Buena Park families through the We've Got Your Back (WGYB) program. GCH partners with local schools to identify families that are in need of food assistance. Some families rely on school lunches as their main source of weekly food and struggle to meet their nutritional needs on weekends. Each week, WGYB program staff deliver backpacks containing a weekend's worth of food for the family to the children's school to meet those needs.

Description of Request:

Giving Children Hope is requesting CDBG funds to cover food and delivery costs related to their WGYB program. They are proposing to assist 20 families (approximately 80 children and parents) using this funding.

Analysis of Request:

WGYB meets the national objective of benefitting low-income Buena Park residents. Providing students with access to consistent nutritious food helps stabilize their household and supports community resilience. Investing CDBG funds in this program will provide more sustainable living conditions for children and families of Buena Park that are experiencing food insecurity.

Funding Recommendation:

Staff recommends funding in the amount of **$10,000**.

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☑ Completed FY 2026-2027 CDBG Grant Application
- ☑ Copy of current client intake form for proposed activity
  - ☐ N/A (only if activity is LMA)
- ☑ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☑ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☑ Proof of active nonprofit status (IRS determination letter)
- ☑ List of Board of Directors (board member names and titles)
- ☑ Copy of current organizational chart
- ☐ Copy of current lease (if CDBG funding request involves rental expenses)
- ☑ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: Community & Economic Development Department

Submitted By: Jacob Wilson, Grants & Systems Manager / _____ / 12/15/25
(Print Name, Title) (Sign) (Date)

RECEIVED
DEC 15 2025
ECONOMIC DEVELOPMENT

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027)
CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	Community & Economic Development Department
Activity/Program Name	We've Got Your Back
Address	8332 Commonwealth Ave. Buena Park, CA 90621
Contact Person/Title	Jacob Wilson, Grants & Systems Manager
Email Address	jwilson@gchope.org
Phone Number	714-686-3785
Activity Type (select one)	☑ Public Service Activity ☐ Other CDBG Eligible Activity
Organization Type (select one)	☐ City Department ☑ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$ 25,000

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

   Estimated Goal: 80 ☑ Individuals ☐ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: 80 ☑ Individuals ☐ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.



(Signature of authorized representative)

12/15/25
Date

Jacob Wilson, Grants & Systems Manager
(Print name and title of authorized representative)

Organization Name: Community & Economic Development Department Program Name: We've Got Your Back

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the proposed activity, including services to be provided and goals to be accomplished. a) Why is there a need for this activity in the City of Buena Park? b) Identify the location of the activity and the service area boundaries. c) Describe specifically the intended use of the CDBG funds.
	For 18 years, Giving Children Hope has partnered with Orange County schools to provide weekly food. Our We've Got Your Back program began in 2007 when Buena Park schools reached out to us because they needed food support for students who were struggling because of hunger. Since then, we've supported these students both through the delivery of food to their school in a backpack and during our weekly distributions hosted on our Buena Park campus. Our backpack delivery food assistance program is particularly important because, while food insecure children get free breakfast and lunch at school, during nights and weekends they are left hungry. During the 2025-26 school year, we had 12 Buena Park schools sign up to partner with us, 138 families who expressed they were experiencing hunger, and 57 families who preferred to have a backpack of food delivered to them because they lack time or transportation to get to our weekly distribution. The inability to get to a food distribution is a preventable failure of services that GCH's We've Got Your Back program will meet. With CDBG funds, we will provide 20 of these Buena Park families (approximately 80 children + parents), with food delivered to their school each week. Funds will cover food purchases and delivery costs and will be used to provide these services to families who are not currently receiving them. Each backpack delivered will provide 36 meals to a family every weekend.
2	**TARGET POPULATION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.
	Families are enrolled into WGYB because they have been identified as being food insecure, unstably housed, or living in poverty. This population is selected by school staff members who notice that these children are struggling and need assistance so they can achieve their full potential. Our incoming applications show 138 families who have been identified as such, and we estimate a similar number during the next fiscal year. GCH approximates this according to our history of serving the Buena Park community across the past 17 years. We will reach this population through our relationships with local schools. They refer families to us each year and sign them up through our application process. Generally, more than 90% of this population is Latino/a. According to our intake surveys this year, 75% of these families have felt high stress thinking they would run out of food some or all of the time. Nearly all of these families are low income (96%), 34% do not have a high school degree, and 57% are unstably housed. These factors leave children stuck in the cycle of need. Our food support gives them a foundation they can build upon, improving their educational outcomes, long term health, and providing stability.

3

NATIONAL OBJECTIVES
[24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.
Select one then explain in the space below:

- ☑ Benefit low- and moderate-income persons in Buena Park;
- ☐ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☐ Meet a need having a particular urgency in Buena Park.

GCH's We've Got Your Back program meets the "Benefit low- and moderate-income persons in Buena Park" objective. Every single person we serve falls into low-and-moderate income thresholds according to self-verified intake surveys. Our program gives these families breathing room, stability, and nourishment so they can work to break the cycle of need.

4

BUDGET
[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
Personnel	$ 0	$ 351,000	$ 351,000
Professional Fees	$ 0	$ 26,520	$ 26,520
Equipment & Warehouse expenses	$ 0	$ 18,720	$ 18,720
Occupancy expenses	$ 0	$ 48,360	$ 48,360
Shipping/Delivery expenses	$ 0	$ 29,640	$ 29,640
Office expenses	$ 0	$ 32,760	$ 32,760
Insurance expenses	$ 0	$ 24,000	$ 24,000
Food expenses	$ 25,000	$ 10,000	$ 35,000
	$	$	$
	$	$	$
Total	**$** 25,000	**$** 541,000	**$** 566,000

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	Each person receiving a backpack fills out an application where they verify their information including their income and address. This is self-verified and each person signs to attest the information is true. The application is typically filled out in the presence of a school staff member.
6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP.
	A. Select one Objective: ☑ Suitable Living Environment ☐ Decent Affordable Housing ☐ Economic Opportunities **B. Select one Outcome:** ☑ Availability/Accessibility ☐ Affordability ☐ Sustainability

In order to submit this form, you should open it with Adobe Acrobat Reader.

We've Got Your Back (WGYB) Family Application

Please review the following requirements before submitting an application:

- One application per family – not per individual student.
- Eligible children – Only list children between 0–17 years old. (18-year-olds are allowed if they are still in high school. College students are not eligible.)
- Program description – The Backpack Program provides non-perishable food items, primarily canned goods. Please ensure families understand this and are willing to consume canned foods.

Email *

example@example.com

Name of School Representative completing this form. *

First Name Last Name

Is the family receiving Medi-Cal, CalFresh or WIC? *

- ○ Yes
- ○ No

Backpack or Friday Distribution

We've Got Your Back Program Family Options

Giving Children Hope provides weekly nutrition support to families through two options:

1. Backpack Delivery

- We are currently securing food to launch our backpack delivery program.
- A start date has not yet been set, but we are working diligently to begin as soon as possible.
- If you select this option, you will be notified when backpack deliveries are ready to launch.

2. Friday Drive-Thru Distribution – Important Requirements

- Families may pick up food every Friday, 9:30 am – 11:30 am at our Buena Park warehouse (by vehicle or on foot). We will send out a flyer with details.
- You will receive weekly fresh produce, dairy, and protein items.
- By selecting this option, you agree to:

Participate in required classes and surveys (to be scheduled).
Drive safely and obey all on-site traffic instructions and staff directions while waiting or entering

the distribution area.
Keep your vehicle trunk clear of hazardous items and excessive clutter.
Maintain regular weekly attendance.
Complete and return all surveys or paperwork in a timely manner.
Note: If any of these expectations are violated or not met consistently, your family may be reassigned to the Backpack Delivery option for the duration of the program. This option allows families to begin receiving food support immediately.

Were you enrolled in the WGYB program last school year? *

- ○ Yes
- ○ No

Would you like to have your food delivered to your school in a backpack or would you like to participate in Friday Distribution? *

- ○ Backpack at school
- ○ Friday Distribution

Parent Backpack Agreement

Participation in the We've Got Your Back nutrition program requires you to contribute volunteer hours and/or participation in parent enrichment classes being offered. This will be determined by your school representative. *

- ○ I agree

You agree to complete any paperwork or surveys that are sent out to you. *

- ○ I agree

You agree to pick up your backpack on a weekly basis unless otherwise stated by your school representative. *

- ○ I agree

You agree to return the backpack to the school every week. If the backpack is not returned then you run the risk your delivery being interrupted. *

- ○ I agree

Friday Distribution Parent Agreement

You agree to participate in at least one series of classes that will be offered. You will be given more details after. *

○ I agree

You agree to have a trunk clear of chemicals and clutter. *

○ I agree

You agree to have regular weekly attendance. *

○ I agree

You agree to return any surveys or paperwork that is given to you. *

○ I agree

You agree to follow the driving laws while you wait to enter our driveway. If we receive complaints about your driving and lack of respect for others, you will be removed from Friday Distribution and be switched to a backpack. *

○ I agree

Food Access Survey

	Always	Sometimes	Rarely	Never
Have you felt high stress levels thinking you would run out of food?	○	○	○	○
Were you able to acquire fruits and vegetables for your family?	○	○	○	○
Have you ever worried about where the next day's food would come from?	○	○	○	○
Was there a time when you couldn't give your children a balanced meal?	○	○	○	○
Was there a time when your household ran out of food?	○	○	○	○

Home Address

Where are you and your family currently staying? *

○ Rent/Own my own home or apartment

○ Temporarily with another family because we cannot afford or find affordable housing (doubled up)

- ○ With an adult that is not a parent or legal guardian or alone without an adult (doubled up/ unaccompanied minor)
- ○ In a hotel/motel
- ○ In a vehicle of any kind, a campground, abandoned building, or substandard housing (unsheltered)
- ○ In an emergerncy/transitional shelter (sheltered)
- ○ A park or on the street.
- ○ Other

Address *

Street Address

Street Address Line 2

City | State / Province

Postal / Zip Code

Phone Number *

Please enter a valid phone number.

Cell Phone Number

Please enter a valid phone number.

May we text you about events, updates or news? *

- ○ Yes
- ○ No

Parent Email *

example@example.com

Do you own a vehicle and can drive to pick up food? *

- ○ Yes
- ○ No

CHILD #1

IMPORTANT REMINDER:The first student listed MUST BE the student that is at your school site. This students name will be used for all communication.

Please select your school. * Please note- this is to be the student that is responsible for the backpack at the appropriate school.** *

Please Select

Child #1 (Student must be at above selected school site) *

First Name Last Name

Grade Level *

- ○ Pre School
- ○ Transitional Kinder
- ○ Kindergarten
- ○ 1st
- ○ 2nd
- ○ 3rd
- ○ 4th
- ○ 5th
- ○ 6th
- ○ 7th
- ○ 8th
- ○ 9th
- ○ 10th
- ○ 11th
- ○ 12th

Gender *

- ○ Male
- ○ Female
- ○ Decline to state
- ○ Other

Date of Birth *

Month Day Year

Age *

Race *

- ○ American Indian/Alaska Native American
- ○ Asian
- ○ Black/African American
- ○ Native Hawaiian/Pacific Islander
- ○ White

Ethnicity *

- ○ Hispanic
- ○ Non Hispanic

Is this child disabled? If yes, what type of disability? *

Do you have more children? *

- ○ Yes
- ○ No

CHILD #2

Child #2 *

First Name Last Name

Grade Level *

- ○ Pre School
- ○ Transitional Kinder
- ○ Kindergarten
- ○ 1st
- ○ 2nd
- ○ 3rd
- ○ 4th
- ○ 5th
- ○ 6th
- ○ 7th

- ○ 8th
- ○ 9th
- ○ 10th
- ○ 11th
- ○ 12th
- ○ Not in School (newborn to toddler)

Gender *

- ○ Male
- ○ Female
- ○ Decline to state
- ○ Other

Date of Birth *

Month Day Year

Age *

Race *

- ○ American Indian/Alaska Native American
- ○ Asian
- ○ Black/African American
- ○ Native Hawaiian/Pacific Islander
- ○ White

Ethnicity *

- ○ Hispanic
- ○ Non Hispanic

Is this child disabled? If yes, what type of disability? *

Do you have more children? *

- ○ Yes
- ○ No

CHILD #3

Child #3 *

First Name Last Name

Grade Level *

- ○ Pre School
- ○ Transitional Kinder
- ○ Kindergarten
- ○ 1st
- ○ 2nd
- ○ 3rd
- ○ 4th
- ○ 5th
- ○ 6th
- ○ 7th
- ○ 8th
- ○ 9th
- ○ 10th
- ○ 11th
- ○ 12th
- ○ Not in School (newborn to toddler)

Gender *

- ○ Male
- ○ Female
- ○ Decline to state
- ○ Other

Date of Birth *

Month Day Year

Age *

Race *

- ○ American Indian/Alaska Native American
- ○ Asian

- ○ Black/African American
- ○ Native Hawaiian/Pacific Islander
- ○ White

Ethnicity *

- ○ Hispanic
- ○ Non Hispanic

Is this child disabled? If yes, what type of disability? *

Do you have more children? *

- ○ Yes
- ○ No

CHILD #4

Child #4 *

First Name Last Name

Grade Level *

- ○ Pre School
- ○ Transitional Kinder
- ○ Kindergarten
- ○ 1st
- ○ 2nd
- ○ 3rd
- ○ 4th
- ○ 5th
- ○ 6th
- ○ 7th
- ○ 8th
- ○ 9th
- ○ 10th
- ○ 11th
- ○ 12th
- ○ Not in School (newborn to toddler)

Gender *

- ○ Male
- ○ Female
- ○ Decline to state
- ○ Other

Date of Birth *

Month Day Year

Age *

Race *

- ○ American Indian/Alaska Native American
- ○ Asian
- ○ Black/African American
- ○ Native Hawaiian/Pacific Islander
- ○ White

Ethnicity *

- ○ Hispanic
- ○ Non Hispanic

Is this child disabled? If yes, what type of disability? *

Do you have more children? *

- ○ Yes
- ○ No

CHILD #5

Child #5 *

First Name Last Name

Grade Level *

- ○ Pre School
- ○ Transitional Kinder
- ○ Kindergarten
- ○ 1st
- ○ 2nd
- ○ 3rd
- ○ 4th
- ○ 5th
- ○ 6th
- ○ 7th
- ○ 8th
- ○ 9th
- ○ 10th
- ○ 11th
- ○ 12th
- ○ Not in School (newborn to toddler)

Gender *

- ○ Male
- ○ Female
- ○ Decline to state
- ○ Other

Date of Birth *

Month Day Year

Age *

Race *

- ○ American Indian/Alaska Native American
- ○ Asian
- ○ Black/African American
- ○ Native Hawaiian/Pacific Islander
- ○ White

Ethnicity *

- ○ Hispanic
- ○ Non Hispanic

Is this child disabled? If yes, what type of disability? *

Do you have more children? *

- ○ Yes
- ○ No

CHILD #6

Child #6 *

First Name Last Name

Grade Level *

- ○ Pre School
- ○ Transitional Kinder
- ○ Kindergarten
- ○ 1st
- ○ 2nd
- ○ 3rd
- ○ 4th
- ○ 5th
- ○ 6th
- ○ 7th
- ○ 8th
- ○ 9th
- ○ 10th

- ○ 11th
- ○ 12th
- ○ Not in School (newborn to toddler)

Gender *

- ○ Male
- ○ Female
- ○ Decline to state
- ○ Other

Date of Birth *

Month Day Year

Age *

Race *

- ○ American Indian/Alaska Native American
- ○ Asian
- ○ Black/African American
- ○ Native Hawaiian/Pacific Islander
- ○ White

Ethnicity *

- ○ Hispanic
- ○ Non Hispanic

Is this child disabled? If yes, what type of disability? *

Do you have more children? *

- ○ Yes
- ○ No

CHILD #7

Child #7 *

First Name Last Name

Grade Level *

- ○ Pre School
- ○ Transitional Kinder
- ○ Kindergarten
- ○ 1st
- ○ 2nd
- ○ 3rd
- ○ 4th
- ○ 5th
- ○ 6th
- ○ 7th
- ○ 8th
- ○ 9th
- ○ 10th
- ○ 11th
- ○ 12th
- ○ Not in School (newborn to toddler)

Gender *

- ○ Male
- ○ Female
- ○ Decline to state
- ○ Other

Date of Birth *

Month Day Year

Age *

Race *

- ○ American Indian/Alaska Native American
- ○ Asian
- ○ Black/African American
- ○ Native Hawaiian/Pacific Islander
- ○ White

Ethnicity *

- ○ Hispanic
- ○ Non Hispanic

Is this child disabled? If yes, what type of disability? *

Do you have more children? *

- ○ Yes
- ○ No

CHILD #8

Child #8 *

First Name Last Name

Grade Level *

- ○ Pre School
- ○ Transitional Kinder
- ○ Kindergarten
- ○ 1st
- ○ 2nd
- ○ 3rd
- ○ 4th
- ○ 5th
- ○ 6th
- ○ 7th
- ○ 8th
- ○ 9th
- ○ 10th

- ○ 11th
- ○ 12th
- ○ Not in School (newborn to toddler)

Gender *

- ○ Male
- ○ Female
- ○ Decline to state
- ○ Other

Date of Birth *

Month Day Year

Age *

Race *

- ○ American Indian/Alaska Native American
- ○ Asian
- ○ Black/African American
- ○ Native Hawaiian/Pacific Islander
- ○ White

Ethnicity *

- ○ Hispanic
- ○ Non Hispanic

Is this child disabled? If yes, what type of disability? *

Do you have more children? *

- ○ Yes
- ○ No

CHILD #9

Child #9 *

First Name Last Name

Grade Level *

- ○ Pre School
- ○ Transitional Kinder
- ○ Kindergarten
- ○ 1st
- ○ 2nd
- ○ 3rd
- ○ 4th
- ○ 5th
- ○ 6th
- ○ 7th
- ○ 8th
- ○ 9th
- ○ 10th
- ○ 11th
- ○ 12th
- ○ Not in School (newborn to toddler)

Gender *

- ○ Male
- ○ Female
- ○ Decline to state
- ○ Other

Date of Birth *

Month Day Year

Age *

Race *

- ○ American Indian/Alaska Native American
- ○ Asian
- ○ Black/African American
- ○ Native Hawaiian/Pacific Islander
- ○ White

Ethnicity *

- ○ Hispanic
- ○ Non Hispanic

Is this child disabled? If yes, what type of disability? *

Do you have more children? *

- ○ Yes
- ○ No

CHILD #10

Child 10 *

First Name Last Name

Grade Level *

- ○ Pre School
- ○ Transitional Kinder
- ○ Kindergarten
- ○ 1st
- ○ 2nd
- ○ 3rd
- ○ 4th
- ○ 5th
- ○ 6th
- ○ 7th
- ○ 8th
- ○ 9th
- ○ 10th

- ○ 11th
- ○ 12th
- ○ Not in School (newborn to toddler)

Gender *

- ○ Male
- ○ Female
- ○ Decline to state
- ○ Other

Date of Birth *

Month Day Year

Age *

Race *

- ○ American Indian/Alaska Native American
- ○ Asian
- ○ Black/African American
- ○ Native Hawaiian/Pacific Islander
- ○ White

Ethnicity *

- ○ Hispanic
- ○ Non Hispanic

Is this child disabled? If yes, what type of disability? *

Parent/Guardian #1

Parent/Guardian 1 Relationship to Children *

- ○ Mother
- ○ Father

- ○ Stepmother
- ○ Stepfather
- ○ Guardian
- ○ Foster

Parent/ Guardian #1 Name *

First Name Last Name

Date of Birth *

Month Day Year

Are you the head of household? *

- ○ Yes
- ○ No

What is your highest level of education? *

- ○ Elementary School
- ○ Junior High/ Middle School
- ○ High School
- ○ Some College
- ○ Trade School
- ○ College Graduate

Please read this question carefully: What is your gross monthly income? *

Are you a veteran? *

- ○ Yes
- ○ No

Do you have a work permit? *

- ○ Yes
- ○ No

Are you disabled? *

- ○ Yes
- ○ No

Is there another parent/ guardian living with the student/s? *

- ○ Yes
- ○ No

Parent/Guardian #2

Parent/Guardian 2 Relationship to Children *

- ○ Mother
- ○ Father
- ○ Stepmother
- ○ Stepfather
- ○ Guardian
- ○ Foster

Parent/ Guardian #2 Name *

First Name Last Name

Date of Birth *

Month Day Year

Are you the head of household? *

- ○ Yes
- ○ No

What is your highest level of education? *

- ○ Elementary School
- ○ Junior High/ Middle School
- ○ High School
- ○ Some College
- ○ Trade School
- ○ College Graduate

Please read this question carefully: What is your gross monthly income? *

Are you a veteran? *

- ○ Yes
- ○ No

Do you have a work permit? *

- ○ Yes
- ○ No

Are you disabled? *

- ○ Yes
- ○ No

Income

Please be as accurate as possible. Only check one option.

How many people are in your immediate family and how much is your gross YEARLY income?

	$19,720 and under	$19,721 to $24,860	$24,861 to $30,000	$30,001 to $35,140	$35,141 to $40,280	$40,281 to $45,420	$45,421 and over
2 family members	○	○	○	○	○	○	○
3 family members	○	○	○	○	○	○	○
4 family members	○	○	○	○	○	○	○
5 family members	○	○	○	○	○	○	○
6 family members	○	○	○	○	○	○	○
7 family members	○	○	○	○	○	○	○
8 or more family members	○	○	○	○	○	○	○

Goal Setting

With the nutritional support that you will be receiving from our program what financial goal/s do you hope to accomplish for this year? *

Additional Services

What additional services are you currently receiving? Select all that apply. *

- ☐ CalOptima
- ☐ Cash Aid
- ☐ Child Support
- ☐ Disability/SSI
- ☐ Food Stamps/Cal Fresh
- ☐ Medi-Cal
- ☐ WIC
- ☐ None

Signature

I hereby attest that all information provided is, to the best of my knowledge accurate and given in all honesty. Any falsified information is subject to immediate removal from Giving Children Hope's, We've Got Your Back program. As a participant of Giving Children Hope's (GCHope) We've Got Your Back: Weekend Nutrition Club, I consent and allow Giving Children Hope permission to be featured in publications or marketing material that are pertinent to the We've Got Your Back: Weekend Nutrition Club.
Por la presente doy fe de que toda la información proporcionada es, a mi leal saber y entender, precisa y proporcionada con toda honestidad. Cualquier información falsificada está sujeta a eliminación inmediata del programa We've Got Your Back de Giving Children Hope. Como participante de Giving Children Hope (GCHope) del club de nutricion, doy mi consentimiento y doy permiso a Giving Children Hope para aparecer en publicaciones o material de marketing que sean pertinentes para We've Got Your Back: Weekend Club de Nutrición.

*

☐ By checking here I agree with the above statement.

Parent Name

First Name Last Name

Submit

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

4. Further, the prospective sub-recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective sub-recipient will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

6. It is further agreed that by submitting this proposal, the prospective sub-recipient will include Certification of Subcontractor Regarding Debarment, Suspension, Inelgibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: Giving Children Hope

Address: 8332 Commonwealth Ave

City: Buena Park State: CA Zip: 90621

Unique Entity ID (UEI): ZEEXFTQCGH19 Expiration Date: 12/15/26

Active Exclusions (Select One): ☐ Yes ☑ No

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Organization Name: Giving Children Hope

Address: 8332 Commonwealth Ave.

Jacob Wilson		12/15/25
Name and Title of Authorized Representative	**Signature**	**Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
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 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 and/or debarment.

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
May 17, 2024
Employer ID number:
95-3464287
Form 990 required:
Yes
Person to contact:
Name: Ms. Zwick
ID number: 0195586

GIVING CHILDREN HOPE
8332 COMMONWEALTH AVE
BUENA PARK, CA 90621

Dear Sir or Madam:

We're responding to your request dated March 06, 2024, about your tax-exempt status.

We issued you a determination letter in July 1982, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Under IRC Section 170, donors may be eligible to deduct contributions they make to you exclusively for the charitable purposes specified in Section 501(c)(3). If you solicit contributions or gifts for non-501(c)(3) purposes, you must include a statement indicating that these payments aren't deductible as charitable contributions for federal income tax purposes.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Giving Children Hope
Board Members 2024

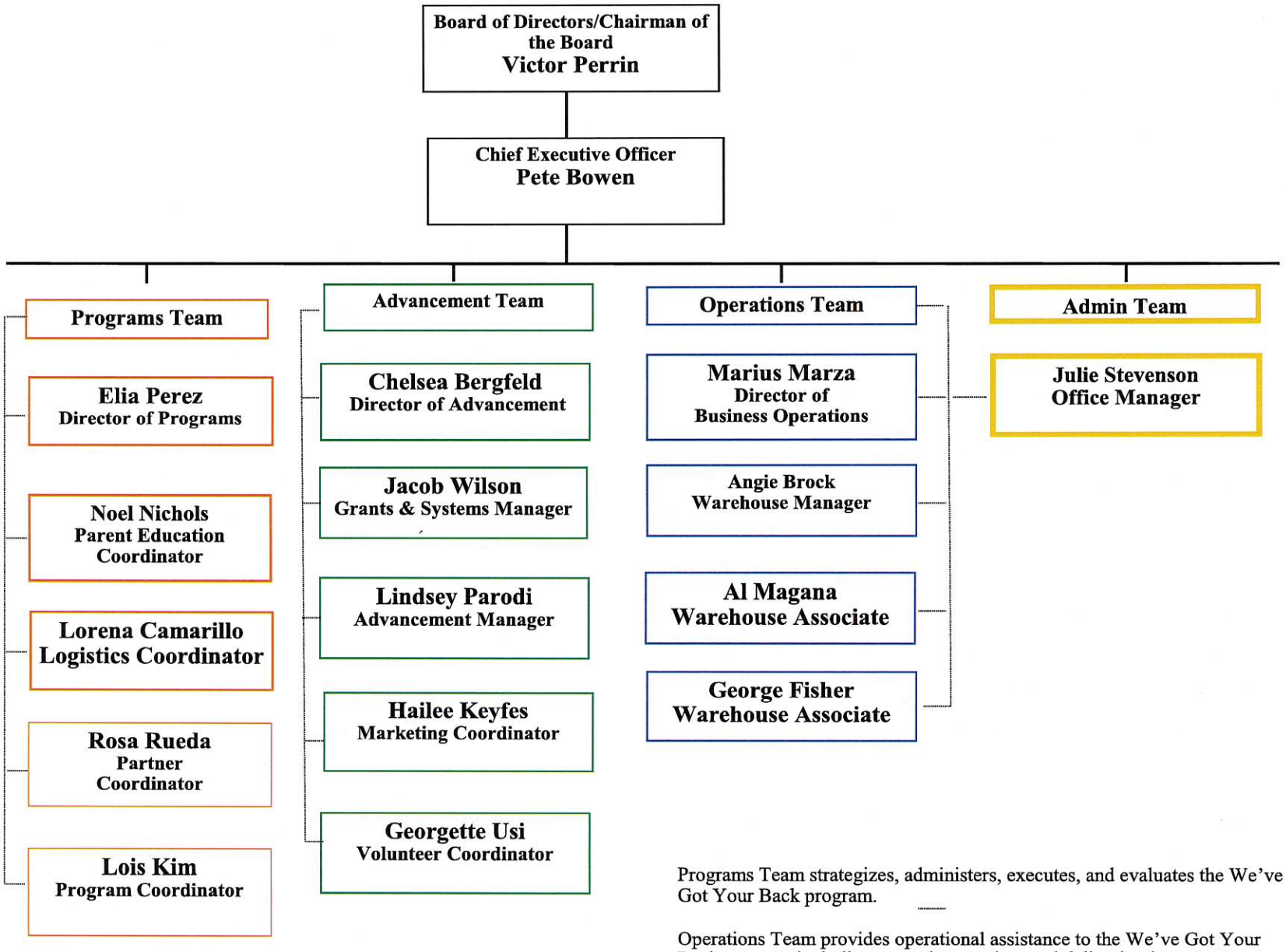
NAME:	BOARD TITLE COMMITTEE:	EMAIL:
Victor Perrin President of Lee and Perrin Real Estate, Inc.	Chairman Executive Committee Finance Committee	Perrinv64@gmail.com
James Wilcox President of Raymond Handling Solutions	Director Executive Committee	JWilcox@raymondhs.net
Heather Huarte CEO and Owner of Arizona Tile	Director Development Committee	Hshuarte@gmail.com
Carlos Franco Buena Park Councilman	Director NextGen Committee	be.culture.fluent@gmail.com
Carolyn Corbin Corp VP of Human Resources for Raymond Handling Solutions	Director Governance Committee	Carolyn.corbin@raymondwest.com
Mike Nanda Vice President of Global Operations at Amway	Director NextGen Committee	Mike.nanda@amway.com
Jolynn Mahoney Insurance Agent/Producer at Huggins Dreckman Insurance	Director (Chair) Development Committee	Jolynn@eletters.com
Ron Hodges Business Trial Lawyer at Goe Forsyth & Hodges, LLP	Director (Chair)Governance Committee	RHodges@goeforlaw.com

Erik Leggio Land Use Associate at Rutan & Tucker, LLP	Board Secretary Finance Committee NextGen Committee	ELeggio@rutan.com
Colin Tait Senior Associate at Tait & Associate, Inc.	Director NextGen Committee	Colintait@tait.com
Toni Tartamella Lending Advisor at Chase Home	Director	Tonitartamella@gmail.com
Gabriella Paladino Employee Benefit Consultant	Director NextGen Committee	Gpaladino@mcgriff.com

December 2025

Giving Children Hope

Staff Organizational Chart



Programs Team strategizes, administers, executes, and evaluates the We've Got Your Back program.

Operations Team provides operational assistance to the We've Got Your Back program including accepting, storing, and delivering inventory.

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FY 2026-2027 CDBG FUNDING APPLICATION

ZONING/LAND USE APPROVAL

This form shall only be used in City determination of eligibility for CDBG Grants and shall not constitute separate review for any other purpose.

Giving Children Hope
Name of organization

8332 Commonwealth Ave Buena Park, CA 90621
Address of organization

Jacob Wilson, Grants & Systems Manager
Applicant name and title

714-686-3785 / jwilson@gchope.org
Phone Number/Email

Describe business operation, including services provided and activities performed in sufficient detail to allow determination of eligibility to operate at property (use a separate page for additional information)

Giving Children Hope is a nonprofit (501c3) that hosts food distributions, parent/youth leadership classes, and basic needs distributions to food insecure, LMI, and unstably housed children and families. We receive, store, and distribute items from the address provided above.

Applicant's Signature

12/15/25
Date

To be completed by the City of Buena Park Planning Department

_____ Use classification
_____ Zoning

☐ Permitted Use

☐ Conditional Use Permit Required

Comments: _____

Signature of Planning Department Representative

Date

City of Buena Park
2026-2027 Community Development Block Grant (CDBG)

Funding Proposal Summary Sheet

Organization Name:	**Harm Reduction Circle**
Program Name:	**Harm Reduction Health Stabilization Program**
Estimated Goal:	**203 Individuals**
Funding Request:	**$22,750**

Organization Purpose:

Harm Reduction Circle is a non-profit organization based in Irvine that provides homeless outreach services to individuals in need. Their services include outreach in high-risk areas, overdose risk assessments, individualized safety planning, linkage to medical treatments, assistance with applying for federal and state benefits, and other stabilization services.

Description of Request:

Harm Reduction Circle is requesting CDBG funds to cover over 50% of their program costs including salaries, outreach supplies, communications, local travel, and insurance fees.

Analysis of Request:

The services proposed by Harm Reduction Circle are similar to those already provided by the City's Homeless Outreach Program. While partnerships with non-profit agencies remain an important component of the City's CDBG program, funding an in-house service provider ensures fiscal responsibility, minimizes the risk of a duplication of benefits, and maintains direct oversight of outreach strategies and service quality. In evaluating program options, the City also considered organizational familiarity and performance. The City has no prior contractual experience with Harm Reduction Circle and cannot ensure they will meet HUD's reporting and compliance requirements.

While the proposed program is generally eligible for CDBG funding, the City does not recommend changing from the City's Homeless Outreach Program to an outside provider.

Funding Recommendation:

Staff does not recommend funding for this activity.

City of Buena Park
FY 2026-2027 Community Development Block Grant (CDBG) Program
Application Checklist

Please complete, sign, and include this checklist with your application

Required For All Applicants:

- ☒ Completed FY 2026-2027 CDBG Grant Application
- ☒ Copy of current client intake form for proposed activity
  - ☐ N/A (only if activity is LMA)
- ☒ Signed Acknowledgement Regarding Bidder SAM Registration form (Attachment 4)
- ☒ Signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (Attachment 5)

Required For Nonprofit/Outside Organizations:

- ☒ Proof of active nonprofit status (IRS determination letter)
- ☒ List of Board of Directors (board member names and titles)
- ☒ Copy of current organizational chart
- ☐ Copy of current lease (if CDBG funding request involves rental expenses)
- ☒ Completed Zoning/Land Use Approval Form (Attachment 6), if located in the City of Buena Park

Organization/City Department Name: Harm Reduction Circle

Submitted By: Annastasia R. Beal, Executive Director /  / 12/06/2025
(Print Name, Title) (Sign) (Date)

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY 2026-2027 (July 1, 2026 – June 30, 2027)
CDBG FUNDING APPLICATION

DUE BY DECEMBER 18, 2025 AT 5:00 PM

Organization/City Department Name	Harm Reduction Circle
Activity/Program Name	Harm Reduction Health Stabilization Program - Buena Park
Address	PO Box 5564, Irvine, CA 92616
Contact Person/Title	Annastasia R. Beal, Executive Director
Email Address	annastasia@harmreductioncircle.org
Phone Number	(949) 659-8180
Activity Type (select one)	☒ Public Service Activity ☐ Other CDBG Eligible Activity
Organization Type (select one)	☐ City Department ☒ Nonprofit 501(c) (3) organization ☐ Other (i.e. public agency)
Amount of CDBG Funds Requested	$22,750.00

1. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including all persons regardless of residence)*:

   Estimated Goal: 225 ☒ Individuals ☐ Households

2. Estimated unduplicated individuals **or** households to be served by proposed activity during FY 2026-2027 *(including ONLY Buena Park residents)*:

   Estimated Goal: 203 ☒ Individuals ☐ Households

****

I certify under penalty of perjury that the information provided in this CDBG funding application is true to the best of my knowledge.

(Signature of authorized representative)

12/05/2025
Date

Annastasia R. Beal, Executive Director
(Print name and title of authorized representative)

Please answer each of the following questions. If any questions are left unanswered, your application will not be considered. You may attach additional sheets and/or supporting materials as needed.

1	**ACTIVITY DESCRIPTION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the proposed activity, including services to be provided and goals to be accomplished. a) Why is there a need for this activity in the City of Buena Park? b) Identify the location of the activity and the service area boundaries. c) Describe specifically the intended use of the CDBG funds.
	See attachment titled "ACTIVITY DESCRIPTION"
2	**TARGET POPULATION** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Describe the target population/demographic for this activity and the number of estimated unduplicated Buena Park residents to be served from July 1, 2026 through June 30, 2027. a) How was the estimated number of clients determined? b) How will you reach your target population? c) Explain why this activity is needed for this target population.
	a) 2024 PIT data (379 homeless in BP; 193 sheltered; ~40 motel residents nightly; ~70–100 annually), HOT reports (350–450 monthly contacts), HRC and Fentanyl Solution (FS) outreach volumes, Typical churn in Navigation Center → motel → street cycle, & These support the estimate of 225 total individuals served, including 203 Buena Park residents. b) Direct motel outreach, Coordination with HOT, Navigation Center referrals, Encampment rounds in Coyote Creek and parks, Evening/weekend coverage, Business corridor referrals, & Direct follow-up with individuals FS reaches but who require ongoing stabilization. c) High-risk LMI residents in Buena Park face: Elevated overdose risk, Barriers to accessing shelter, benefits, BH/SUD care, After-hours instability during times when FS and HOT are inactive, Frequent motel eviction cycles, & Lack of specialized peer-led stabilization. This program provides stabilization, health support, navigation, and continuity of care that do not currently exist in the City's funded service structure.

3

NATIONAL OBJECTIVES

[24 CFR 570.200(a), 570.201-570.208, 570.503]

Describe in detail how the activity meets at least one of the three CDBG Program national objectives.

Select one then explain in the space below:

- ☒ Benefit low- and moderate-income persons in Buena Park;
- ☐ Aid in the prevention or elimination of slums or blight in Buena Park;
- ☐ Meet a need having a particular urgency in Buena Park.

The program serves individuals who are categorically LMI, unhoused, or housing-unstable in motels. All LMI documentation requirements will be met, and all participants will be recorded according to CDBG standards. The activity supports a Suitable Living Environment by improving health, safety, and accessibility to essential services.

At least 70% of all persons served will be low- and moderate-income, and Harm Reduction Circle will document this through HUD-approved intake procedures.

Additionally, the activity directly improves access to essential health, behavioral health, and navigation services for LMI individuals who are not effectively reached by existing programs. By providing stabilization, harm reduction education, linkage to the Navigation Center and HOT, and benefits navigation, the program enhances availability and accessibility of critical services and reduces health and safety disparities affecting LMI residents.

4

BUDGET

[24 CFR 570.502-570.504, 570.506, 570.507, 570.610; 24 CFR Parts 84 or 85, and OMB Circular A-87, A-122, Treasury Circular No. 1075]

Provide the total administrative and/or operational costs for the proposed activity. Cost Category may include: staff salaries and benefits, rent/lease, supplies, utilities, etc.

Cost Category	CDBG Funding Request	Other Funding Sources	Total Cost
Peer Navigator Salaries	$ 12,000.00	$ 8,000.00	$20,000.00
Program Coordinator (PT)	$ 5,000.00	$ 5,500.00	$ 10,500.00
Outreach Supplies	$2,500.00	$ 1,500.00	$4,000.00
Communications/Data	$700.00	$300.00	$1,000.00
Local Travel	$ 800.00	$450.00	$1,250.00
Insurance/Admin	$ 1,750.00	$ 1,750.00	$3,500.00
	$	$	$
	$	$	$
	$	$	$
	$	$	$
Total	$22,750.00	$ 17,500.00	$40,250.00

5	**ELIGIBILITY DOCUMENTATION**
	Describe the form of documentation that is collected to demonstrate that at least 70% of persons served are low- and moderate-income, as required by HUD, and a minimum of 20% are Buena Park residents.
	Harm Reduction Circle will document eligibility using HUD-compliant Low/Moderate Income (LMI) Limited Clientele procedures. Because the program primarily serves individuals experiencing homelessness or at imminent risk of homelessness, most participants qualify under HUD's Presumed Benefit category (24 CFR 570.208(a)(2)), which automatically meets the 70% LMI requirement. To document eligibility, HRC will collect the following: 1. HUD-Approved Intake Documentation Client Intake & Service Record Form capturing: Full name or unique identifier, Date of service, Self-reported residence (Buena Park or other city), Demographic information (race, ethnicity, age, gender), Presumed Benefit or income status, & Service(s) provided and outcomes. Performance Indicators: - 225 unduplicated individuals served - 203 Buena Park residents documented - 150 overdose-prevention plans completed - 80 successful linkages to HOT, Navigation Center, BH/SUD services - 60 benefits applications completed - 50 stabilized clients receiving follow-up contacts

6	**OUTCOME PERFORMANCE MEASUREMENT SYSTEM** [24 CFR 570.200(a), 570.201-570.208, 570.503]
	Please indicate the activity's Objective and Outcome that will be used to measure and track the activity's performance. Refer to the definitions on Page 6 of the RFP.
	A. Select one Objective: ☒ Suitable Living Environment ☐ Decent Affordable Housing ☐ Economic Opportunities **B. Select one Outcome:** ☒ Availability/Accessibility ☐ Affordability ☐ Sustainability

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the proposal.

1. By submitting this proposal, the prospective sub-recipient certifies that it has an active registration is SAM that is not set to expire within the next 90 days.

2. By submitting this proposal, the prospective sub-recipient certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. 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 an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

4. Further, the prospective sub-recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective sub-recipient will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

6. It is further agreed that by submitting this proposal, the prospective sub-recipient will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: Harm Reduction Circle

Address: PO Box 5564

City: Irvine State: CA Zip: 92616

Unique Entity ID (UEI): CIJZU2PBUNXI Expiration Date: August 14, 2026

Active Exclusions (Select One): ☐ Yes ☒ No

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Organization Name: Harm Reduction Circle

Address: PO Box 5564, Irvine, CA 92616

Annastasia R. Beal, Executive Director		12/08/2025
Name and Title of Authorized Representative	**Signature**	**Date**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
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 and/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", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
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 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 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
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 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 and/or debarment.

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FY 2026-2027 CDBG FUNDING APPLICATION

ZONING/LAND USE APPROVAL

This form shall only be used in City determination of eligibility for CDBG Grants and shall not constitute separate review for any other purpose.

Harm Reduction Circle
Name of organization

PO Box 5564, Irvine, CA 92616
Address of organization

Annastasia R. Beal, Executive Director
Applicant name and title

(949) 659-8180 / annastasia@harmreductioncircle.org
Phone Number/Email

Describe business operation, including services provided and activities performed in sufficient detail to allow determination of eligibility to operate at property (use a separate page for additional information)

Describe business operation, including services provided and activities performed in sufficient detail to allow determination of eligibility to operate at property (use a separate page for additional information)

Applicant's Signature

12/09/2025
Date

To be completed by the City of Buena Park Planning Department

_____ Use classification
_____ Zoning

☐ Permitted Use

☐ Conditional Use Permit Required

Comments: _____

_____
Signature of Planning Department Representative

_____
Date

ACTIVITY DESCRIPTION

a) Describe the proposed activity.

The Harm Reduction Navigation & Health Stabilization Program delivers peer-led harm reduction outreach, overdose prevention, motel stabilization, and housing/benefits navigation for low- and moderate-income Buena Park residents experiencing homelessness, housing instability, or behavioral health challenges.

The program bridges existing gaps between:

- **The City's Homeless Outreach Team (general outreach),**
- **The Navigation Center (shelter services), and**
- **The FentanylSolution.org opioid settlement contract (naloxone/FTS distribution).**

Core services include:

- **Outreach in high-risk areas such as Beach Blvd motels, parks, and Coyote Creek**
- **Overdose risk assessment, safer-use counseling, and individualized safety planning**
- **Linkage to MAT, behavioral health care, SUD treatment, and primary care**
- **Benefits assistance (Medi-Cal, CalFresh, SSI/SSDI, CalWORKs)**
- **Street-to-shelter coordination with HOT and Navigation Center**
- **Evening/weekend outreach to fill critical after-hours gaps**
- **Stabilization for individuals declining or exiting shelter**

Program Goals:

1. **Reduce overdose risk and improve health outcomes among high-risk LMI residents.**
2. **Increase successful linkages to HOT, Navigation Center, and behavioral health care.**
3. **Reduce crises and calls-for-service in high-impact areas such as Beach Blvd motels.**
4. **Strengthen the City's homeless-response system through HUD-compliant data and reporting.**

---

b) Why is there a need for this activity in the City of Buena Park?

City documentation (Bright Paths, HOT reports, motel corridor assessments, and Navigation Center data) identifies persistent challenges:

- **Concentration of unsheltered and motel-based homelessness along Beach Blvd, parks, and Coyote Creek**
- **High behavioral health needs and escalating complexity of care**
- **Frequent instability in motel settings with repeated evictions and returns to homelessness**
- **Individuals who do not engage with enforcement-adjacent outreach**
- **Ongoing public safety concerns tied to crises in motels and encampments**
- **Minimal integration of overdose-prevention into HOT operations (e.g., only 10 Narcan distributions documented despite 386 contacts in October 2025)**
- **FentanylSolution.org provides supplies but not health stabilization, navigation, follow-up, or after-hours services**

Therefore, the City lacks a specialized harm reduction, health stabilization, and motel-based navigation program, and this activity directly fills that gap.

---

c) Identify the location of the activity and the service boundaries.

Services will occur within:

- **Beach Blvd motel corridor**
- **Buena Park parks (Boisseranc, Smith-Murphy, William Peak)**
- **Coyote Creek encampment zones**
- **Bus/transit corridors**
- **Areas surrounding the Navigation Center**
- **I-5 adjacent encampments**

These match City-identified hotspots and Bright Paths priority zones.

---

d) Intended use of CDBG funds.

Funds will support:

- **Peer Navigator salaries and benefits**
- **Program coordination**
- **Field supplies (hygiene, PPE)**
- **Communications and data systems**
- **Transportation mileage for outreach**
- **HUD-required documentation and evaluation**

CDBG will NOT be used to purchase naloxone or fentanyl test strips, ensuring no duplication with existing opioid-settlement funding.

HARM REDUCTION CIRCLE

Organizational Chart

Agency-wide

Annastasia Beal
EXECUTIVE DIRECTOR

Board of Directors

Program Management

Support Services

Annastasia Beal
PRESIDENT

Benjamin Cramer
VICE PRESIDENT

Trevor Bidstrup
SECRETARY

Levi Drinville
TREASURER

Devin Doss
INTERNAL COMMUNICATIONS COORDINATOR

Megan Murphy
GRANT WRITER

Angelica Mungia
COLLEGE INTERN MANAGER

Lilia Rodgers
NEVADA REGIONAL MANAGER

Caleb Murchie
UTAH REGIONAL MANAGER

Eliut Rincon
TEXAS REGIONAL MANAGER

Laurie Konikow
OREGON REGIONAL MANAGER

Annastasia Beal
CALIFORNIA REGIONAL MANAGER

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

HARM REDUCTION CIRCLE
8 SANTA LUZIA AISLE
IRVINE, CA 92606

Date:
03/22/2022
Employer ID number:
87-3878214
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 16, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053459007072

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Sunday, August 31st, 2025

Harm Reduction Circle | PO Box 5564 Irvine, CA 92616 | 949-659-8180
harmreductioncircle.org | @harmreductioncircle | info@harmreductioncircle.org
Non-Profit ID #87-3878214

****

Executive Director:
Annastasia Rose Beal
annastasia@harmreductioncircle.org
Board Member Since May 2021

Vice President:
Andy Carsh
andy@harmreductioncircle.org
Board Member Since June 2021

Secretary:
Trevor Bidstrup
trevor@harmreductioncircle.org
Board Member Since August 2021

Treasurer:
Levi Drinville
el.drinville@harmreductioncircle.org
Board Member Since January 2022

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Non-Profit ID #87-3878214

HARM REDUCTION CIRCLE — UNIVERSAL OUTREACH INTAKE FORM

HUD Limited Clientele Documentation + 2-1-1 GetHelpNow-Compatible

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SECTION 1 — CLIENT IDENTIFIER

(Full legal name NOT required for street-based outreach.)

Client Initials / Alias: _____
First Name: _____
Last Name: _____
Phone: _____
Email: _____
Date of Contact: ____ / ____ / ____
Outreach City: _____
Specific Location (park, corridor, motel, bus stop, encampment):

_____
_____

SECTION 2 — HUD ELIGIBILITY

A. HUD Presumed Benefit Category (24 CFR 570.208(a)(2))

(No income verification required.)

□ **Homeless Individual** (unsheltered, sheltered, motel, couch-surfing)
□ Battered Spouse
□ Abused Child
□ Severely Disabled Adult
□ Person Living with HIV/AIDS
□ Illiterate Person / Limited English
□ Migrant Farmworker

If NOT Presumed Benefit:

□ Low/Moderate-Income Household (self-certification)
□ Survivor of human trafficking
□ Other eligible special-needs population: _____

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harmreductioncircle.org | @harmreductioncircle | info@harmreductioncircle.org
Non-Profit ID #87-3878214

Coordinated Entry Pre-Screen

Do you have a safe place to stay tonight?"
□ Yes □ **No**

SECTION 3 — DEMOGRAPHICS (HUD + GetHelpNow Required)

Age Group:
□ Under 16 □ 16–17 □ 18–24 □ 25–44 □ 45–64 □ 65+

Gender:
□ Male □ Female □ Nonbinary □ Transgender □ Intersex
□ Declines to state □ Other: _____

Race:
□ American Indian/Alaska Native
□ Asian
□ Black/African American
□ Native Hawaiian/Pacific Islander
□ White
□ Multi-Race
□ Client declined

Ethnicity:
□ Hispanic/Latino □ Not Hispanic/Latino □ Declined

Preferred Language: _____

SECTION 4 — HOUSING / HEALTH / SAFETY INFORMATION

Current Living Situation:
□ Unsheltered – street, park, vehicle, encampment
□ Shelter (Emergency)
□ Transitional Housing
□ Motel (self-paid or voucher)
□ Staying with others / couch-surfing
□ Permanent housing but unstable / at-risk
□ Unknown

Behavioral Health / SUD Notes (optional):

Harm Reduction Circle | PO Box 5564 Irvine, CA 92616 | 949-659-8180
harmreductioncircle.org | @harmreductioncircle | info@harmreductioncircle.org
Non-Profit ID #87-3878214

SECTION 5 — SERVICES PROVIDED TODAY (Check all that apply)

Harm Reduction & Health Supports

- ☐ Naloxone distribution
- ☐ Fentanyl test strips + education
- ☐ Safer-use counseling
- ☐ Overdose prevention training
- ☐ Wound-care supplies / basic first aid
- ☐ Hygiene kit
- ☐ Safer sex supplies (condoms, lube)
- ☐ Hydration / nutrition support
- ☐ Heat/cold-relief items

Navigation & Linkage

- ☐ **GetHelpNow referral submitted**
- ☐ Documentation support (ID, birth cert, SS card)
- ☐ Benefits support (Medi-Cal, CalFresh)
- ☐ Behavioral health / SUD referral (Be Well OC, MAT provider)
- ☐ HB Navigation Center referral / warm handoff
- ☐ Shelter / Emergency Housing referral
- ☐ Street-to-Service Navigation
- ☐ Other referral: _____

Warm handoff completed? ☐ Yes ☐ No

SECTION 6 — NOTES / FOLLOW-UP

(For GetHelpNow narrative, referral status, safety notes)

_____
_____
_____
_____

SECTION 7 — CONSENT & PRIVACY

- ☐ Client provided **verbal consent** to receive services today.
- ☐ Client agrees to **non-identifying data collection** for HUD & city reporting.
- ☐ Client was informed they may decline services at any time.
- ☐ Client chooses initials/alias only — **no full name required.**

Staff Initials: _____
Date: ____ / ____ / ____

City of Buena Park
Fiscal Year (FY) 2026-2027 Community Development Block Grant (CDBG) Budget Matrix

Estimated FY 2026-2027 CDBG Allocation	$751,385
Estimated Unprogrammed Funds/Program Income	$277,325
TOTAL	**$1,028,710**

Administrative & Planning Cap 20%	$150,277
Public Service Cap 15%	$112,707

	FY 2025-2026 Approved Budget	FY 2026-2027 Sub-Recipient Requests	CDBG Committee Recommendation 2/23/2026	City Council Approved Budget 3/24/2026
Grant Administration (Sub-Total cannot exceed $150,277)				
Program Administration	$ 134,730	$ 140,000	$ 135,255	
Fair Housing Foundation	$ 15,530	$ 16,000	$ 15,000	
Sub-Total	**$ 150,260**	**$ 156,000**	**$ 150,255**	**$ -**
Housing Preservation				
Residential Rehabilitation Program Administration	$ 239,980	$ 255,955	$ 255,955	
Residential Rehabilitation Loans	$ 244,884	$ 260,000	$ 260,000	
Neighborhood Imp./Code Enforcement	$ 220,390	$ 279,490	$ 250,000	
Sub-Total	**$ 705,254**	**$ 795,445**	**$ 765,955**	**$ -**
Public Services (Sub-Total cannot exceed $112,707)				
Graffiti Removal Program	$ 16,700	$ 24,750	$ 16,000	
Senior Transportation Program	$ 26,790	$ 33,690	$ 26,000	
Homeless Outreach Program	$ 19,410	$ 20,000	$ 19,500	
Mercy House Living Centers	$ 26,790	$ 30,000	$ 26,000	
Friendly Center	$ 13,300	$ 87,000	$ 15,000	
Giving Children Hope	$ -	$ 25,000	$ 10,000	
Harm Reduction Circle	$ -	$ 22,750	$ -	
Boys and Girls Club	$ 9,710			
Sub-Total	**$ 112,700**	**$ 195,440**	**$ 112,500**	**$ -**
GRAND TOTAL	**$ 968,214**	**$ 1,146,885**	**$ 1,028,710**	**$ -**

DRAFT 2/23/2026

CITY OF BUENA PARK
COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE (CDBG)
MINUTES
FEBRUARY 23, 2026

A meeting of the Community Development Block Grant (CDBG) was called to order at 6:00 p.m. in the City Council Chambers of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Chairperson Serrano presiding.

1: GENERAL

1A. CALL TO ORDER

1B. ROLL CALL

Present: Barraza, Garcia, Serrano, Gilanpour (arrived at 6:06 p.m.), and Solorzano

Absent: None

Staff: Matt Foulkes, Director of Community and Economic Development
Melissa Dhauw, Senior Management Analyst
Sarabeth Suarez, Housing and CDBG Analyst
Lauren Yoon, Management Analyst
Kesha Griffin, Housing Specialist

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chairperson Serrano.

2: COMMUNICATIONS

2A. ORAL COMMUNICATIONS:

Chairperson Serrano announced the public may at this time address the members of the CDBG Committee on any matters within the jurisdiction of the CDBG Committee.

There being no requests to speak, Chairperson Serrano closed oral communications.

3: APPROVAL OF MINUTES:

3A. APPROVAL OF MEETING MINUTES: JANUARY 22, 2026

Motion was made by Committee Member Barraza and seconded by Committee Member Solorzano to approve the minutes of the Community Development Block Grant Committee Meeting of January 22, 2026.

Motion: Barraza
Second: Solorzano
Ayes: Barraza, Garcia, Serrano, Solorzano, Gilanpour
Noes: None
Absent: None

MOTION CARRIED.

4: STAFF REPORTS

4A. OVERVIEW OF FISCAL YEAR 2026-2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSALS

Sarabeth Suarez, Housing and CDBG Analyst, provided an overview of the proposals and stated that CDBG applicants will each have five minutes to present their funding request for the Committee's consideration. Ms. Suarez noted that the Buena Park Library District has withdrawn its request for funding.

5: COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING PROPOSALS

5A. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTRATION

Sarabeth Suarez presented the request of $140,000 for staff salaries and benefits, maintenance and operational costs, and contractual services for Community Development Block Grant (CDBG) Program Administration. CDBG Program Administration includes planning and submitting required reports to HUD, coordinating public meetings, working with grant sub-recipients, attending HUD trainings, communicating with HUD representatives, preparing for HUD audits, and monitoring the overall use of CDBG funds.

5B. RESIDENTIAL REHABILITATION PROGRAM ADMINISTRATION, SENIOR OUTREACH, AND LOANS

Sarabeth Suarez presented the request of $255,955 for Residential Rehabilitation Program Administration which includes staff salaries, benefits, and maintenance and operational costs. The amount of $260,000 is requested for Residential Rehabilitation loans. The Program makes it possible for low-income families to address necessary home repairs such as replacing a leaky roof, installing a new water heater, repairing unsafe electrical wiring, installing ADA accessibility features, and other improvements. The Program offers deferred Home Improvement loans of $60,000 at 1% interest for low-income homeowners.

The City also offers assistance through the Senior Code Enforcement Relief Program (SCERP), which is an extension of the Residential Rehabilitation Program, to assist very low-income senior residents to correct outstanding code violations. Seniors may be eligible to receive a forgivable loan up to $15,000 at 0% interest, if they are referred to the Program by Code Enforcement staff.

Program Administration includes maintaining the Program waitlist, advertising the Program, providing application assistance, construction management, and loan servicing. In order to make the Program accessible to Buena Park homeowners, they partner with the Senior Outreach Program Coordinator to assist senior applicants that are unable to navigate through the application process themselves. The funding request includes a portion of the Senior Outreach

Program Coordinator's salary to assist with Program Administration.

5C. NEIGHBORHOOD IMPROVEMENT / CODE ENFORCEMENT PROGRAM

Robert Cravens, Code Enforcement Supervisor, presented the request of $279,490 for a portion of staff salaries and benefits for the Neighborhood Improvement/Code Enforcement Program, which includes the Code Enforcement Supervisor, four (4) Code Enforcement Officers, administrative assistant, and a part time office assistant. The amount of funding requested will maintain the current level of service needed to improve living conditions for those residing within the CDBG eligible census tracts. The Program also assists seniors by referring them to the City's SCERP to rectify code violations.

5D. GRAFFITI REMOVAL PROGRAM

Nino Libunao, Facilities and Parks Superintendent, presented the request of $24,750 for the Graffiti Removal Program. These funds supplement program staff salaries and benefits and is limited to staff responding to graffiti incidents within the City's CDBG eligible census tracts. The goal is to remove most graffiti within 48 hours following a reported graffiti instance.

5E. SENIOR TRANSPORTATION PROGRAM

Wilfredo Lozano, Transportation Coordinator, presented the Program request of $33,690 to fund three (3) part-time bus drivers' salaries, benefits, and cell phone costs. He explained that the Senior Transportation Program provides round-trip transportation to non-emergency medical appointments for low-income senior residents. Participants must be over the age of 60 and there is a suggested donation of $1 each way, however, no one is denied transportation for the inability to pay. The Program also provides trips to the Senior Center, grocery store, and the pharmacy allowing seniors access to basic necessities and services.

5F. HOMELESS OUTREACH PROGRAM

Analisa Marquez, Homeless Outreach Coordinator, discussed the Homeless Outreach Program indicating that the funding amount requested of $20,000 will be used for temporary shelter costs, relocation expenses, transitional housing fees, emergency/safety supplies, transportation, DMV/vital documentation fees, and program staff training. The Program assists individuals by reuniting them with their families or referring them to available shelters.

5G. FAIR HOUSING FOUNDATION

Stella Vanporppal, Executive Director, Fair Housing Foundation, presented the request of $16,000 to provide Fair Housing services. The proposed funding will be used for their staff salaries, facility rent, communications, travel, consultant fees, insurance costs, and office supplies. Fair Housing Foundation's mission is dedicated to eliminating discrimination in housing and promoting access to housing choices for everyone. They offer a comprehensive fair housing program that meets the HUD requirements for affirmatively furthering fair housing.

5H. MERCY HOUSE LIVING CENTERS

Cayman Beeman, Grants Specialist, Mercy House Living Centers, presented the request of $30,000 to cover a portion of the cost to provide meal services at the Buena Park Navigation Center. The shelter provides three meals per day including breakfast, lunch and dinner. The meals

are prepared by an outside vendor and distributed by staff and volunteers at their on-site kitchen. The Navigation Center has 149 beds of year-round shelter for adults in the North Orange County Service Planning Area with 24-hour access to shelter and ongoing supportive services.

5I. FRIENDLY CENTER

Jessica Ruelas, Executive Director, Friendly Center, presented the request of $87,000 to support a portion of staff salaries, benefits and insurance costs for personnel assigned to its new food distribution center "Friendly Mart", which is located at William Peak Park. This includes one full-time staff member and one part-time staff member who will ensure services are available two to three days per week. By providing food in this larger "market" setting, their mission is to offer clients the liberty to choose the foods that best meet their needs.

5J. GIVING CHILDREN HOPE

Elia Perez, Director of Programs, Giving Children Hope, presented the request of $25,000 to cover food and delivery costs related to their We Got Your Back (WGYB) program. WGYB provides weekly food support to low-income Buena Park families by delivering backpacks containing a weekend's worth of food for the family to the children's school to meet their nutritional needs outside of school lunches, which may be their main source of weekly food. They are proposing to assist 20 families (approximately 80 children and parents).

6: RECESS

Recess was not held.

7: DISCUSSION AND ACTION ITEMS

7A. DISCUSSION OF THE FISCAL YEAR 2026-2027 CDBG FUNDING RECOMMENDATION:

Sarabeth Suarez explained that the budget matrix had been revised to reflect the Buena Park Library District's decision to withdraw their funding request for $80,000. As a result, staff recommended increasing Code Enforcement's funding recommendation by $20,000 and reserving the remaining $60,000 for unprogrammed CDBG funds to utilize for next year's budget. Staff's budget recommendation includes the estimated CDBG allocation of $751,385 and $277,325 from unprogrammed funds for a total of $1,028,710. The Committee may move to approve staff's recommendation as listed on the budget matrix, or make appropriate adjustments for their budget recommendation.

A motion was made by Committee Member Solorzano and seconded by Committee Member Gilanpour to approve the budget for Fiscal Year (FY) 2026-2027, as recommended by staff.

Motion:	Solorzano
Second:	Gilanpour
Ayes:	Barraza, Garcia, Serrano, Solorzano, Gilanpour
Noes:	None
Absent:	None

MOTION CARRIED.

8. ANNOUNCEMENTS

8A. ANNOUNCEMENTS:

Chairperson Serrano announced that the proposed activities and budget for the Fiscal Year (FY) 2026-2027 CDBG Program will be presented at the City Council Meeting on March 24, 2026.

9A. ADJOURNMENT:

There being no further business, Chairperson Serrano adjourned the CDBG Meeting at 8:11 p.m.

_____
Chloe Serrano, Chairperson

ATTEST:

_____
Sarabeth Suarez, Housing & CDBG Analyst

March 24, 2026
STUDY SESSION
Item No. 9A.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE NORTH ORANGE COUNTY CHAMBER (NOCC) PARTNERSHIP PROPOSAL

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/Human Resources Director	Aaron France, City Manager

DISCUSSION

BACKGROUND

PREVIOUS COUNCIL ACTION:

At the City Council meeting on September 23, 2025, Council Members Ahn and Franco jointly requested a discussion regarding a business proposal and partnership between the City of Buena Park and the North Orange County Chamber (NOCC). On January 13, 2026, the City Council received a staff report and provided direction to negotiate the terms and conditions of a scaled-down partnership program and bring the item to the City Council at a future Council meeting for consideration.

DISCUSSION

On September 10, 2025, the President of the NOCC, Mr. Andrew Gregson, proposed that the City Council consider a partnership between the City of Buena Park and the NOCC. In short, the full proposal (Plan 'A') suggested that the City partner with the NOCC in a way that would allow certain eligible, licensed small businesses in Buena Park to become members of the NOCC at no direct cost to those businesses, with their membership in the NOCC paid for with approximately $265,000 of City funds.

After meeting with NOCC staff, City staff requested that the NOCC propose an alternate Plan 'B' for City Council consideration. Plan 'B' maintains the same program structure, services, accountability, and operational readiness as the original proposal, while narrowing participation to neighborhood-serving small businesses that are not already supported through existing City programs which focus on the hotel and entertainment corridor. Under Plan 'B', program participation would be limited to licensed small businesses with ten or fewer employees operating in the restaurant and food service establishments, retail storefront businesses, and personal and professional service providers. Plan 'B' program would allow 1,000 eligible, licensed small businesses in Buena Park to become members of the NOCC at no direct cost to those businesses, with their membership in NOCC paid for with $100,000 of City funds.

At the study session on January 13, 2026, the City Council received a report and provided direction to negotiate the terms and conditions of the partnership outlined below and bring the item back to the City Council at a future Council meeting for consideration.

The majority of the City Council directed staff to discuss the following terms and conditions with the NOCC:

- One-Year Pilot Program: City Council will consider a one-year program with a sunset provision.
- Limited Funding: City Council will determine the maximum dollar amount.
- Progress Reporting/Ongoing Assessment: Deliverables = Attendance & participation. City-paid membership is contingent upon businesses creating their new website, joining several network mixers, participating in podcasts, and attending workshops and trainings.

The NOCC counter-proposed the following conditions:

- One Year Pilot Program: The NOCC contends its digital infrastructure has been fully functional and successful for over two years and therefore the program investment should not be a pilot program and should be funded continuously.
- The NOCC suggests a "Phase 1 Implementation" capped at an agreed-upon amount of $100,000 to demonstrate immediate return on investment through the first 1,000 businesses to participate.
- Opt-Out Model: To ensure the highest success rate, the NOCC recommends an opt-out model instead of the opt-in model. According to the NOCC, 'opt-in' initiatives historically suffer from low participation due to business owner "time-poverty," not from their lack of interest in the program. By automatically enrolling licensed businesses, the Chamber provides immediate value. Any business that does not wish to participate can be removed instantly upon request.
- Mandatory Reporting: City paid membership is contingent upon businesses creating their new website, joining several network mixers, participating in podcasts, and attending workshops and trainings.
- The City Council may consider whether this proposal applies to new NOCC members, or new and current. However, to address existing member equity, the NOCC proposed rolling existing member benefits forward or providing a credit/reimbursement for the subsidized portion for current dues-paying members.

THE PROPOSAL - STRENGTHENING BUSINESS, STRENGTHENING OUR CITY

Through an MOU and City-paid partnership with the NOCC, as proposed under Plan 'B', program participation would be limited to licensed small businesses in Buena Park with ten (10) or fewer employees operating in the following business categories:

- *Restaurants and food service establishments*
- *Retail storefront businesses*
- *Personal and professional service providers*

A total of 1,000 licensed small business in Buena Park will automatically gain free membership access to NOCC's suite of business services, online tools, and resources designed to grow visibility, credibility, and customer engagement. Under this proposal, the City would pay the NOCC to partner in their chamber program, which would subsidize 100% of NOCC membership benefits to certain eligible, licensed small businesses that operate in the City of Buena Park. This equates to a $100 subsidy for every small business.

Core NOCC Services Include:

- *Enhanced Online Visibility – Landing pages in the NOCC high-traffic directory (708,000+ annual visits) with search engine optimization (SEO) value*
- *Networking & Referrals – Access to 40,000 professionals, mixers, ribbon cuttings, workshops, and direct referrals*
- *Promotional Support – Newsletter features, social media promotion, podcast opportunities, and sponsorships*
- *Advocacy & Representation – Engagement at city, county, state, and federal levels*
- *Exclusive Resources – Workshops, training, and growth tools*

Online Advantage & Digital Reach

The Chamber helps address the primary challenge facing many local businesses: lack of an online presence.

- *80.4% of US consumers shop online (273M people), representing nearly 18% of all retail sales*
- *62% of consumers will not buy from a business they cannot find online*
- *40% of shoppers make purchases after discovering a product through video*
- *Regionally, 75% of small businesses lack a website (≈ 49,777 out of 65,986)*

Enhanced NOCC-hosted landing pages help businesses gain trust, visibility, and sales they would otherwise lose.

Digital Reach (July 1, 2024 – June 30, 2025):

- *Total Website Traffic: 708,891 visits*
- *Directory Searches: 198,553*
- *Member Landing Page Views: 167,329*
- *Event Calendar Searches: 109,825*
- *Job Searches: 12,639*
- *Hot Deals Viewed: 8,685*
- *Search Engine Visibility: 612,000 appearances in search results*
- *On average, each business profile received 130 monthly views (approx. 1,560 views annually)*

Proven Return on Investment (ROI) for Businesses

- *Current e-directory listings: 1,597 businesses & non-profits*
- *Average member ROI = $1,894 annually (74% return)*
- *Includes the waived $250 online directory hosting fee, a direct savings for every member*

According to the NOCC, the City's investment provides tangible value, not only through advocacy but also by equipping every licensed business with measurable digital tools and exposure.

What does the City receive in return for the $100,000 investment, as proposed by NOCC?

Accountability & Transparency

- Quarterly Key Performance Indicators (KPIs) reports delivered to City Council and staff.
- Clear metrics on business participation, advocacy wins, visibility outcomes, and measurable revenue impact.
- Shared leadership – City demonstrates its pro-business commitment, Chamber delivers execution.

Transparent, Accountable, Prosperous

With City Council support, the NOCC proposes to extend membership benefits to 1,000 licensed small businesses in Buena Park at a cost of $100 per business.

As detailed earlier, the NOCC has indicated an effective program requires a commitment of $100,000. Should the City Council be uncomfortable with this amount, it is unlikely the NOCC would be willing to move forward with their program. In addition, the NOCC is proposing an opt-out model rather than an opt-in model, with neither model discussed at length on January 13. Distribution of funds (full disbursement up front or periodic payments based on deliverables) and reporting requirement structure (written report vs. oral presentation, or both) are two other aspects that need to be finalized.

BUDGET IMPACT

For Plan 'B', preliminary estimates place the program in the $100,000 range, depending on narrowed neighborhood-serving businesses and final eligibility requirements. If City Council directs staff to pursue this proposed program Plan 'B' option, it will be necessary to appropriate funding from the Economic Development Fund balance to fund the new program for one year.

REQUEST OF THE CITY COUNCIL

The “Strengthening Business, Strengthening Our City” proposal presented by the NOCC is a new model that would require City Council policy direction, as it would involve a significant allocation of Economic Development Fund resources to subsidize approximately 1,000 private businesses' NOCC memberships. Additionally, the program being proposed by the NOCC has not been implemented in any of the cities currently in NOCC’s regional coverage area, which would make the City of Buena Park the first to implement this new program model.

Staff is seeking the City Council's direction regarding the “Strengthening Business, Strengthening Our City” program proposal in the amount of $100,000.

March 24, 2026
STUDY SESSION
Item No. 9B.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE INSTALLATION OF A LITERACY WALK AT HEROES PARK

PREPARED BY	PRESENTED BY
Maddie Villapando , Community Services Supervisor	Maddie Villapando , Community Services Supervisor
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Aaron France, City Manager	Aaron France, City Manager

DISCUSSION

At the request of Vice Mayor Hoque, this item is being brought forward for City Council discussion and consideration.

The proposed project would be installation of a Literacy Walk at Heroes Park to promote literacy, physical activity, and community engagement. The proposed Literacy Walk is intended to enhance the park experience by combining early literacy development with movement in an accessible outdoor setting.

This project is proposed as a pilot program to be implemented in District 4, beginning with installation at Heroes Park. As a pilot program, this will allow staff to evaluate community engagement, program effectiveness, and opportunities for potential expansion to additional park locations throughout the City.

Literacy Walks, also commonly referred to as Story Walks, have been successfully implemented in communities nationwide to promote reading engagement while encouraging outdoor activity and exercise.

While this concept has been implemented in parks across the country, this would be the first Literacy Walk located within a city park in Orange County. A similar Story Walk experience currently exists at O'Neill Regional Park along the Mesa Trail in the City of Rancho Santa Margarita, located within a regional park setting.

The proposed Literacy Walk would be installed around the playground area at Heroes Park, intentionally centering the experience within a highly utilized space frequented by families. By integrating reading and movement into a single activity, the project encourages children to remain physically active while engaging in age-appropriate literature.

The installation would promote early childhood literacy, encourage outdoor physical activity, and provide a free and accessible educational amenity for the community.

Staff has also coordinated with, and received support from, the Centralia Elementary School District. As part of this partnership, the City will partner with San Marino Elementary School to encourage the use of the Literacy Walk during school hours, providing teachers with an additional outdoor learning opportunity. This partnership would maximize utilization and community impact.

The proposed Literacy Walk would include a total of 20 signs consisting of one introductory sign explaining the purpose and function of the Literacy Walk, eighteen story display signs, and one concluding sign thanking participants and including a QR code to track usage and gather community feedback. The signs would be installed approximately 40 steps apart, guiding participants along a pathway that wraps around the playground area.

Sign specifications are as follows:

- Sign frame size: 24" x 18"
- Printed story insert size: 17" x 11"

Stories will be professionally printed and fitted into the display frames for durability and ease of replacement.

Stories featured along the Literacy Walk would be rotated every other month to maintain community interest and encourage repeat visits. During major holidays, selected stories would reflect seasonal themes such as Halloween, Thanksgiving, and Christmas to create a timely and engaging experience. Select stories may also incorporate prompts within the text encouraging physical activity, further reinforcing the integration of literacy and movement.

To complement the reading experience, stenciled physical activity prompts would be installed directly on the pathway between each sign. These prompts would encourage children to remain active as they progress through the story. Examples include stopping to complete 15 jumping jacks, hopping like a frog to the next sign, or marching to the next page. This design intentionally combines literacy with structured movement, supporting both cognitive development and physical wellness.

The concluding sign would include a QR code allowing participants to provide feedback, track usage of the installation, and vote on future story selections. This tool will assist staff in measuring community engagement, evaluating program success, and identifying opportunities for future enhancements.

BUDGET IMPACT

The total cost of the Literacy Walk, including materials and installation, is $28,808.50. There is currently no budget for this program. Therefore, staff recommends a budget allocation in the amount of $30,000 to Account No. 11-6240-275130 for this purpose. Staff is also currently working to secure a $10,000 grant from Providence St. Jude Medical Center to help offset project costs. Should City Council approve the concept, a formal budget allocation would be presented at a future City Council meeting.

Attachments

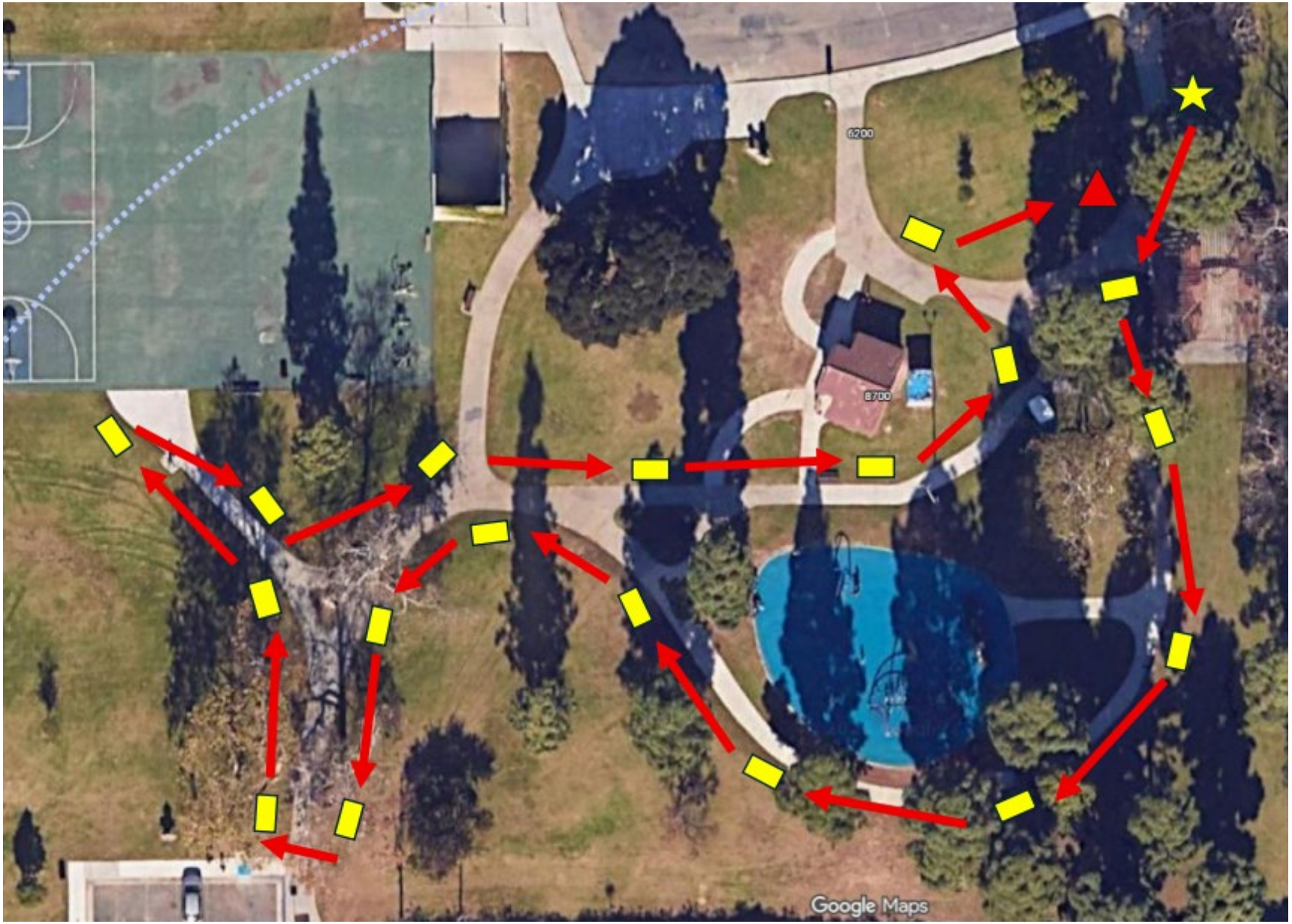
Literacy Walk Examples.pdf




STORYBOOK TRAIL STARTS HERE
Take Care, Good Knight
Suggested reading tips on each panel help bring the story to life for children.


WELCOME TO STORYWALK
Follow along this path to read the story.
Visit again next month to enjoy a different book.
This StoryWalk® is brought to you by OC Parks with a special contribution from the National Charity League, Canyon Chapter.
1
The StoryWalk® Project was created by Anne Ferguson of Montpelier, VT and developed in collaboration with the Kellogg-Hubbard Library. StoryWalk® is a registered service mark owned by Ms. Ferguson.
OC parks
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Proposed Literacy Walk Pathway



March 24, 2026
STUDY SESSION
Item No. 9C.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE CITY OF BUENA PARK CELBRATION OF AMERICA'S 250TH ANNIVERSARY

PREPARED BY	PRESENTED BY
Jim Box, Director of Community Services	Jim Box, Director of Community Services
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Aaron France, City Manager	Aaron France, City Manager

DISCUSSION

At the request of Vice Mayor Hoque and Mayor Traut, staff is exploring the opportunity to host a community celebration recognizing the upcoming 250th anniversary of the founding of the United States, which will be widely commemorated nationwide during 2026.

Staff proposes incorporating this celebration into the City's established Summer Concerts Program Series, utilizing the opening night of the series as a patriotic kickoff event.

Staff is currently coordinating with leadership at Knott's Berry Farm to secure the area in front of the historic replica of Independence Hall as the venue for the event. The location provides a unique and symbolic setting consistent with the theme of honoring America's founding.

Staff proposes hosting the event on Wednesday, July 1, 2026, from 6 pm to 9 pm, as the kickoff event for the 2026 Summer Concert Series. The event theme will be: "Celebrating America - 250 Years!". Activities and programming would center around this patriotic theme and may include: live musical entertainment (band costs already included in the Summer Concerts budget), children's craft area with patriotic-themed activities, community booths featuring local organizations and community groups, photo opportunities with themed backdrops and displays, food and merchandise areas provided by food services of Knott's Berry Farm. The event is intended to create a festive community atmosphere celebrating the nation's history while bringing residents and visitors together for the kickoff of the City's summer programming.

Parking and transportation logistics are currently being coordinated between Knott's Berry Farm and the nearby Buena Park Downtown located across Stanton Boulevard. Staff is exploring options that may include shared parking between both properties with a shuttle service transporting attendees between parking areas and the event site. Final parking and transportation details will be presented to the City Council once coordination with the property owners is finalized.

The proposed "Celebrating America... 250 Years!" event would serve as a unique and meaningful kickoff to the City's Summer Concert Series while commemorating a historic milestone for the nation. Hosting the event at Knott's Berry Farm in front of Independence Hall would provide an iconic setting that aligns with the patriotic theme and enhances the community experience. Staff is seeking City Council direction on proceeding with the planning and coordination of this event.

BUDGET IMPACT

The anticipated cost for the proposed event is approximately $15,000, which would cover the sound system, lighting equipment, rental of 10x10 booths tables and chairs. Band costs are already accounted for within the existing Summer Concerts Program budget and therefore would not require additional funding. Staff anticipates that the remaining event elements could be accommodated through existing departmental resources and partnerships.

March 24, 2026
STUDY SESSION
Item No. 9D.

City Council Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING ASSEMBLY BILL AB 2463 (PETRIE-NORRIS)

PREPARED BY	PRESENTED BY
Jessica Fewer, Senior Management Analyst	Jessica Fewer, Senior Management Analyst
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/Human Resources Director	Aaron France, City Manager

DISCUSSION

On March 10, 2026, Council Member Sonne calendared discussion about upcoming energy affordability legislation. Staff was provided a total of five energy affordability bills to review. After discussions with the City's legislative consultant, Townsend Public Affairs (TPA), it appears that AB 2338 (Ransom) and
SB 1098 (Perez) are spot bills that will make minor changes to existing code sections that will eventually become a substantive legislative proposal. TPA will continue to track these bills, but no further action is needed at this time.

Two other bills, SB 886 and SB 887 (both by Padilla), which regulate data centers and ensure that the cost of data center development is not passed on to residents, aligns with the City's legislative platform. A letters of support for both pieces of legislation were signed by the Mayor on March 10, 2026.

The final bill, AB 2463 (Petris-Norris), does not directly relate to City operations and oversight, and is therefore being brought before the City Council for further discussion. AB 2463 is a proposal to change the process used to determine how much profit electric and gas utilities are allowed to make. Right now, the California Public Utilities Commission (CPUC) sets profit levels based on financial models that estimate the risk utilities take when investing in infrastructure. This bill requires the CPUC to fully reevaluate those models and create a more consistent and transparent framework for determining what utilities should earn. The framework would ensure profits for utilities are based on real market conditions and the risk that each utility faces.

The bill also directs the CPUC to adjust utility profits when circumstances change. For example, if electricity demand grows, utilities may face less financial risk because they are selling more power. In those cases, the bill would require the CPUC to lower the allowed rate of return. It also calls for reviewing existing adjustment mechanisms to ensure they are working properly and for ensuring utilities don’t receive full profits on projects where they did not take on the full financial risk. Additionally, the bill encourages tying a portion of utility earnings to performance outcomes like reliability, safety, and timely service.

At its core, AB 2463 is about protecting ratepayers from paying more than necessary on their utility bills, while allowing utilities to still attract investment. By ensuring that utility profits are aligned with actual risk and performance, and reduced when conditions warrant, the bill aims to prevent over-earning by utilities.

The full bill text is attached to this report as well as legislation analysis of the bill.

Attachments

CBP Utility Bill Updates Mar 2026.pdf

AB 2463 Petrie-Norris (bill).pdf

TOWNSEND PUBLIC AFFAIRS
WWW.TOWNSENDPA.COM

PUBLIC UTILITY BILLS UPDATE

To: **City of Buena Park**

From **Townsend Public Affairs**

Date: **March 09, 2026**

Subject: **Public Utilities Bills Update**

LEGISLATION ANALYSIS

AB 2338 (Ransom) - *Track, no action needed*
Currently, this is a spot bill, meaning it has a minor change to existing language and will eventually be amended to become a substantive legislative proposal. TPA will track this bill, but no action is currently required.

AB 2463 (Petrie-Norris) - *Doesn't align cleanly with the City's legislative platform*
This bill requires the California Public Utilities Commission to open a rulemaking by April 1, 2027 to comprehensively review how the cost of capital and authorized return on equity (ROE) are determined for California's electrical and gas utilities. The bill directs the CPUC to create a baseline capital-market risk framework to guide ROE decisions, evaluate whether load growth should trigger downward adjustments to utility returns, review the existing cost-of-capital adjustment mechanism, and examine alternative incentive models that tie a portion of shareholder earnings to performance outcomes such as reliability, cost control, and timely interconnections. The goal of the bill is to ensure utility shareholder returns better reflect actual financial risk while protecting ratepayers from paying unnecessarily high returns.

SB 886 (Padilla) – *Aligns with platform, letter of support attached*
This bill requires the California Public Utilities Commission to create a new electricity tariff for very large electricity users (75 MW or more), such as large data centers or industrial facilities, to connect to the electric grid while ensuring those customers pay the full cost of the infrastructure upgrades and services they require. The bill requires these large-load customers to cover transmission upgrade costs, disclose if they are seeking interconnection in multiple locations, install onsite zero-carbon energy storage, participate in demand response programs, and pay early termination fees if they leave the system early so that other ratepayers are not left paying for stranded costs.

SB 887 (Padilla) – *Aligns with platform, letter of support attached*
This bill affects cities by changing how data center projects are reviewed under the California Environmental Quality Act (CEQA). The bill specifies that data center developments cannot be treated as ministerial projects exempt from CEQA and instead must undergo environmental review when approved by local governments. It also allows certain qualifying data center projects to use the state's Environmental Leadership Development Project program, which can streamline

CEQA review if the project meets strict environmental and operational requirements such as using zero-carbon energy, paying for grid upgrades, and meeting water-efficiency standards. For cities, this matters because they are often the CEQA lead agency for local development projects, meaning the bill increases their responsibility to conduct environmental review for data centers and sets new conditions that projects must meet to qualify for expedited state review.

SB 1098 (Perez) – *Track, no action needed*
This is another spot bill relating to public utilities. No action required right now, but TPA will continue to monitor.

ASSEMBLY BILL No. 2463

Introduced by Assembly Member Petrie-Norris

February 20, 2026

An act to add Sections 759.5, 759.6, 759.7, 759.8, 759.9, and 759.10 to the Public Utilities Code, relating to the Public Utilities Commission.

LEGISLATIVE COUNSEL'S DIGEST

AB 2463, as introduced, Petrie-Norris. Public Utilities Commission: rates: baseline capital-market risk framework: returns on equity.

Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations and gas corporations. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable.

This bill would require the commission, on or before April 1, 2027, to open a rulemaking to conduct a systemwide review of the methodologies used to determine the cost of capital and authorized return on equity for each electrical corporation and gas corporation. The bill would require the commission to establish and apply a baseline capital-market risk framework to serve as the analytical foundation for determining authorized returns on equity for electrical corporations and gas corporations, as provided. The bill would require the commission to develop and adopt a strategy for adjusting authorized returns on equity for each electrical corporation and gas corporation based on specified load growth or sales volume thresholds. The bill would require the commission to conduct a comprehensive review of the cost of capital adjustment mechanism applicable to each electrical corporation and gas corporation, evaluate the authorized return on equity applicable to

each electrical corporation's infrastructure that serves transmission-level customers, and to evaluate alternative incentive-based return models that link a portion of shareholder earnings to performance outcomes, as provided.

Under existing law, a violation of an order, decision, rule, direction, demand, or requirement of the commission is a crime.

Because a violation of a commission action implementing this bill's requirements would be a crime, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) Electrical corporations and gas corporations are entitled to a reasonable opportunity to earn a fair return on their invested capital, but ratepayers should not bear costs that exceed the level necessary to attract capital under prevailing market conditions.

(b) Rapid load growth, including from electrification and large transmission-level customers, can materially increase utility sale volumes, reduce per-unit revenue risk, and change the risk profile associated with authorized returns on equity.

(c) Gas and electrical utility operations are subject to materially different long-term demand trajectories, regulatory risks, and asset lives, and therefore should not be compensated using a uniform equity return.

(d) The cost of capital adjustment mechanism was designed to reflect changing capital market conditions but has not consistently produced downward adjustments when market conditions would support those reductions.

(e) Ratepayers should not pay full equity returns on infrastructure investments for which their utility did not provide initial capital or bear comparable financial risk.

(f) Aligning shareholder earnings with performance outcomes can better protect ratepayers while preserving safe and reliable utility service and can improve delivery of outcomes such as timely interconnections, cost containment, and risk mitigation.

SEC. 2. Section 759.5 is added to the Public Utilities Code, to read:

759.5. (a) On or before April 1, 2027, the commission shall open rulemaking to conduct a systemwide review of the methodologies used to determine the cost of capital and authorized return on equity for each electrical corporation and gas corporation.

(b) The rulemaking shall be a quasi-legislative proceeding and shall be scoped to consider broader structural reforms to cost of capital calculations, anchored by the establishment and application of a baseline capital-market risk framework, including all matters described in Sections 759.6 to 759.10, inclusive.

SEC. 3. Section 759.6 is added to the Public Utilities Code, to read:

759.6. (a) In the rulemaking opened pursuant to Section 759.5, the commission shall establish and apply a baseline capital-market risk framework to serve as the analytical foundation for determining authorized returns on equity for each electrical corporation and gas corporation.

(b) The framework shall identify the baseline business, financial, and regulatory risks faced by each electrical corporation and gas corporation, considering risk-mitigating features of cost-of-service regulation, including authorized cost recovery mechanisms, revenue stabilization tools, and regulatory oversight.

(c) The baseline capital-market risk framework shall be rebuttable only upon a showing by an electrical corporation or gas corporation that the electrical corporation or gas corporation faces materially greater risk than that reflected in the framework.

(d) A showing shall not be required for the commission to authorize a return on equity at or below the level indicated by the baseline capital-market risk framework based on evidence on the record.

(e) The commission shall use the baseline capital-market risk framework as the required analytical reference point for implementing Sections 759.5 and 759.7.

(f) Any upward departure from the baseline capital-market risk framework shall be supported by express findings, based on

substantial evidence, demonstrating that the electrical corporation or gas corporation faces materially greater risk than that reflected in the framework.

SEC. 4. Section 759.7 is added to the Public Utilities Code, to read:

759.7. (a) Applying the baseline capital-market risk framework established pursuant to Section 759.6, the commission shall develop and adopt a strategy for adjusting the authorized return on equity for each electrical corporation and gas corporation based on specified load growth or sales volume thresholds.

(b) The strategy shall recognize that sustained load growth may reduce per-unit revenue risk and shall include clear, prospective triggers that result in downward adjustments to an authorized return on equity when those thresholds are met.

(c) A strategy adopted pursuant to this section shall be transparent, predictable, and designed to balance ratepayer interests with the continued ability of an electrical corporation or gas corporation to attract capital.

SEC. 5. Section 759.8 is added to the Public Utilities Code, to read:

759.8. (a) Applying the baseline capital-market risk framework established pursuant to Section 759.6, the commission shall conduct a comprehensive review of the cost of capital adjustment mechanism applicable to each electrical corporation and gas corporation.

(b) The review shall evaluate whether the mechanism has operated symmetrically to reflect changes in capital market conditions in both upward and downward directions.

(c) The commission shall evaluate the ratepayer and shareholder impacts associated with the mechanism.

(d) The commission shall evaluate past instances in which the mechanism was not triggered or was suspended despite market conditions that would have supported a reduction in the authorized return on equity.

(e) The commission shall adopt any modifications necessary to improve the objectivity and credibility of the mechanism.

SEC. 6. Section 759.9 is added to the Public Utilities Code, to read:

759.9. (a) Applying the baseline capital-market risk framework established pursuant to Section 759.6, the commission shall

evaluate the authorized return on equity applicable to each electrical corporation's infrastructure that serves transmission-level customers.

(b) The evaluation shall apply to infrastructure projects in which the initial capital is provided, in whole or in part, by a transmission-level customer or other entity, other than an electrical corporation, including through advances, prepayments, or similar financing arrangements.

(c) For infrastructure projects described in subdivision (b), the commission shall ensure that the authorized return on equity reflects the electrical corporation's actual capital at risk and financial exposure.

(d) The commission shall not authorize the same return on equity for infrastructure projects described in subdivision (b) as for the electrical corporation-financed infrastructure unless it makes express findings that the electrical corporation has borne comparable financial risk.

(e) In implementing this section, the commission shall consider mechanisms to remove disincentives for timely interconnection or project delivery.

SEC. 7. Section 759.10 is added to the Public Utilities Code, to read:

759.10. (a) Applying the baseline capital-market risk framework established pursuant to Section 759.6, the commission shall evaluate alternative incentive-based return models that link a portion of shareholder earnings to performance outcomes.

(b) The commission may implement pilot programs, phased approaches, or incorporate incentive-based return models into its ratemaking determinations.

(c) For purposes of this section, the term "performance outcomes" includes, but is not limited to, cost control, timely interconnection, reliability, safety, and risk reduction.

SEC. 8. The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 9. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or

infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

O