

Tuesday, January 23, 2024, 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.

VIDEO CONFERENCE PARTICIPATION (Zoom)

<https://us06web.zoom.us/j/82795267478?pwd=eMGGaa9hPIVPjYoblo8FCcoT89pFFj.1>
MEETING ID: 827 9526 7478 PASSCODE: 931701

Conference Call: (669) 900-6833

SPECIAL NOTICE REGARDING PUBLIC MEETINGS

On September 13, 2022, Governor Newsom signed Assembly Bill 2449, which permits City Council Members to participate in City Council Meetings via teleconferencing for emergency circumstances or just cause reasons. Videoconferencing allows the City to continue to conduct essential business and comply with Public Health Administration recommendations to protect the public and City employees and limit exposure. Please be advised that some City Council Members may attend this meeting via videoconference. The public has the following options to provide comments during the meeting:

OPTION 1: IN-PERSON

The public may attend this meeting in-person. Those wishing to speak are asked to add your speaker information at the digital kiosk located at the Council Chamber entrance. Comments are limited to no more than three minutes each.

OPTION 2: VIA EMAIL

Members of the public may submit their comments in writing by sending them to the City Clerk's Office at comments@buenapark.com.

OPTION 3: VIRTUALLY (VIA ZOOM)

- **Zoom Conference Call: (669) 900-6833**

You may request to speak by dialing *9 from your phone when the designated public comment period, as listed on the agenda, has been opened. After City staff confirms the last three digits of the caller's phone number or Zoom ID and unmutes you, *the caller must press *6*. Callers are encouraged, but not required, to identify themselves by name. Each caller has three (3) minutes to speak.

- **Zoom Virtual Participation**

<https://us06web.zoom.us/j/82795267478?pwd=eMGGaa9hPIVPjYoblo8FCcoT89pFFj.1>
MEETING ID: 827 9526 7478 PASSCODE: 931701

Virtually "raise your hand" when the designated public comment period, as listed on the agenda has been opened. Wait to be called on by City staff, unmute your audio, your name and city of residency is requested, but not required. Each participant has three (3) minutes to speak.

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

All regular meetings of the City Council are available on the City's website at www.buenapark.com and the City's Cable Channel BPTV Channel 3/99. Please contact the City Clerk's Office at (714) 562-3750 for any questions.

1: GENERAL

1A. CALL TO ORDER

1B. ROLL CALL

1C. INVOCATION

— Rabbi Lawrence Goldmark

1D. PLEDGE OF ALLEGIANCE

— Jim Box, Director of Community Services

1E. CITY MANAGER REPORT

— Aaron France, City Manager

2: PRESENTATIONS

No Items

3: ORAL COMMUNICATIONS

3A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any matter within the jurisdiction of the City Council. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the City Council vote. Those wishing to speak are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber. Those wishing to speak using the videoconferencing feature are asked to raise your hand now by either dialing *9 or the raise hand feature.

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.

4A. APPROVAL OF MINUTES

Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of October 24, 2023, Special and Regular City Council Meetings of November 14, 2023, Special City Council Meeting of December 12, 2023, and Special and Regular City Council Meetings of January 9, 2024.

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

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

4C. TREASURER'S REPORT FOR THE MONTH OF DECEMBER 2023

— Recommended Action: Receive and file the reports.

4D. PROFESSIONAL SERVICES AGREEMENT WITH ON SEASON MEALS FOR FOOD SERVICE FOR BUENA PARK CITY JAIL
Authorize the Police Department to purchase meals that meet the nutritional requirements for persons being held at the Buena Park City Jail from February 1, 2024, through February 1, 2025. The previous vendor, Aramark, no longer provides meal services for jails.

— Recommended Action: 1) Approve a professional services agreement with On Season Meals for the purchase of meals for the Buena Park City Jail; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement and documents necessary for the purchase of meals; 3) Authorize the City Manager and City Clerk to execute the agreement.

4E. ADOPT A RESOLUTION CHANGING THE TITLE OF MAYOR PRO TEMPORE TO VICE MAYOR

— Recommended Action: 1) Adopt a Resolution changing the title of Mayor Pro Tempore to Vice Mayor.

4F. RESOLUTION FOR COMMUNITY-BASED TRANSIT/CIRCULATORS (PROJECT V) APPLICATION

— Recommended Action: Adopt a resolution approving the submittal of the Buena Park Project V application to the Orange County Transportation Authority (OCTA).

4G. APPROVE THE ANNUAL REPORT FOR THE BUENA PARK TOURISM MARKETING DISTRICT

— Recommended Action: Approve and file FY 2023-2024 Annual Report for the Buena Park Tourism Marketing District.

5: NEW BUSINESS

5A. REORGANIZATION PLAN FOR THE POLICE DEPARTMENT'S COMMUNICATIONS UNIT AND APPROVE BUDGET ALLOCATIONS TO ADD ONE ADDITIONAL POLICE LEAD DISPATCHER POSITION

— Recommended Action: 1) Approve reclassifying one Police Dispatcher position to Police Lead Dispatcher position in the 9-1-1 Police Communications Unit of the Police Department; and 2) Appropriate funds in the amount of \$9,000 for the remainder of the fiscal year from the undesignated general fund reserve to allocate funding for the reclassified Police Lead Dispatcher position.

6: PUBLIC HEARING

No Items

7: COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

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

8: RECESS

8A. RECESS

9: STUDY SESSION

9A. DISCUSS AND PROVIDE DIRECTION REGARDING A CALIFORNIA VOLUNTEERS GRANT APPLICATION WITH CONSERVATION CORP

9B. DISCUSS AND PROVIDE DIRECTION REGARDING JOINT USE AGREEMENTS (JUA) WITH THE LOCAL SCHOOL DISTRICTS AND THANKSGIVING CHURCH USE OF THE COMMUNITY GYMNASIUM

9C. DISCUSS AND PROVIDE DIRECTION ON THE EXPANSION OF THE STREET LIGHT BANNER PROGRAM FOR COLLEGE-BOUND HIGH SCHOOL GRADUATES TO INCLUDE ANAHEIM UNION HIGH SCHOOL DISTRICT

9D. DISCUSS AND PROVIDE DIRECTION REGARDING PARTICIPATION IN THE ORANGE COUNTY RECYCLING MARKET DEVELOPMENT ZONE (RMDZ) PROGRAM

9E. DISCUSS AND PROVIDE DIRECTION ON A CITY COUNCIL MEMBER APPOINTMENT AS THE REPRESENTATIVE ON THE BRIDGES AT KRAEMER PLACE COMMUNITY ADVISORY BOARD (consider COMMUNITY ADVISORY BOARD)

10: CITY MANAGER REPORT

10A. CITY MANAGER REPORT

11: COMMISSION & COMMITTEE UPDATES

11A. COMMISSION & COMMITTEE UPDATES

12: ADJOURNMENT

12A. 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, 스페니쉬, 타갈로에 대한 통역사가 필요하시면 시미팅 48 시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

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

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

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

Date Posted: January 18, 2024

APPROVAL OF MINUTES

Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of October 24, 2023, Special and Regular City Council Meetings of November 14, 2023, Special City Council Meeting of December 12, 2023, and Special and Regular City Council Meetings of January 9, 2024.

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	CONSENT CALENDAR Item: 4A
Presented By	Prepared By
Anna Badillo, Assistant City Clerk	Anna Badillo, Assistant City Clerk
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

Approve the Minutes of the Special and Regular City Council Meetings of October 24, 2023, and Special and Regular City Council Meetings of November 14, 2023.

Attachments

Minutes to be provided.pdf

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK

Special and Regular City Council Meetings of October 24, 2023, Special and Regular City Council Meetings of November 14, 2023, Special City Council Meeting of December 12, 2023, and Special and Regular City Council Meetings of January 9, 2024.

(TO BE PROVIDED)

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	CONSENT CALENDAR Item: 4B
Presented By	Prepared By
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

Attachments

Claims 422777-422882 reso.pdf

Claims 422777-422882 att2of2 voids.pdf

Claims 422777-422882 att1of2 resolist.pdf

Claims PR122923 reso.pdf

Claims PR122923 att1of1 resolist.pdf

Claims PR011224 reso.pdf

Claims PR011224 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 \$885,891.13 DEMAND NOS., 422777 THROUGH 422882 CANCELLED NO 422713, 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.422777 through 422882 the sum of \$885,891.13 set forth on the 8-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 _____ 2024 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

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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 _____ 2024

City Clerk

Voided Check Numbers
422778
422863

Date Printed
1/4/2024

SUNGARD PUBLIC SECTOR
DATE: 01/04/2024
TIME: 18:07:17

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20231221 00:00:00.000' and '20240104 00:00:00.000'
ACCOUNTING PERIOD: 7/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	422713	V 12/20/23	10007408	SOUTHERN COMPUTER WAREHO	126143	KEYBOARD	-10.88	-151.35
1011	422713	V 12/20/23	10007408	SOUTHERN COMPUTER WAREHO	126143	E-WASTE FEE	0.00	-4.00
1011	422713	V 12/20/23	10007408	SOUTHERN COMPUTER WAREHO	650303	KEYBOARD	0.00	-140.47
1011	422713	V 12/20/23	10007408	SOUTHERN COMPUTER WAREHO	650303	E-WASTE FEE	0.00	-4.00
1011	422713	V 12/20/23	10007408	SOUTHERN COMPUTER WAREHO	650303	MICROSOFT SURFACE PRO	-109.74	-1,525.83
TOTAL	CHECK						-120.62	-1,825.65
1011	422777	01/04/24	10005077	JAVIER GOMEZ	731150	CFORMS/WEB APP/JAN-24	0.00	250.00
1011	422779	01/04/24	10003794	A T & T	170670	9391026107 DEC-23	0.00	29.25
1011	422779	01/04/24	10003794	A T & T	170670	9391054290 DEC-23	0.00	29.25
1011	422779	01/04/24	10003794	A T & T	126143	9391026072 DEC-23	0.00	29.25
1011	422779	01/04/24	10003794	A T & T	126143	9391026070 DEC-23	0.00	56.96
1011	422779	01/04/24	10003794	A T & T	860810	9391026053 DEC-23	0.00	60.29
1011	422779	01/04/24	10003794	A T & T	170670	9391026055 DEC-23	0.00	60.34
1011	422779	01/04/24	10003794	A T & T	170670	9391026056 DEC-23	0.00	60.58
1011	422779	01/04/24	10003794	A T & T	170670	9391026112 DEC-23	0.00	60.58
1011	422779	01/04/24	10003794	A T & T	170670	9391026113 DEC-23	0.00	60.58
1011	422779	01/04/24	10003794	A T & T	126143	9391026115 DEC-23	0.00	60.58
1011	422779	01/04/24	10003794	A T & T	170670	9391050380 DEC-23	0.00	60.58
1011	422779	01/04/24	10003794	A T & T	170670	9391026068 DEC-23	0.00	67.51
1011	422779	01/04/24	10003794	A T & T	170670	9391026100 DEC-23	0.00	117.50
1011	422779	01/04/24	10003794	A T & T	660241	9391026088 DEC-23	0.00	223.17
1011	422779	01/04/24	10003794	A T & T	170670	9391031456 DEC-23	0.00	309.75
1011	422779	01/04/24	10003794	A T & T	660241	9391031458 DEC-23	0.00	309.75
1011	422779	01/04/24	10003794	A T & T	170670	9391026049 DEC-23	0.00	691.96
1011	422779	01/04/24	10003794	A T & T	170670	9391026051 DEC-23	0.00	804.63
1011	422779	01/04/24	10003794	A T & T	170670	9391050264 DEC-23	0.00	966.31
1011	422779	01/04/24	10003794	A T & T	170670	9391036465 DEC-23	0.00	913.46
1011	422779	01/04/24	10003794	A T & T	650302	9391026110 DEC-23	0.00	35.04
1011	422779	01/04/24	10003794	A T & T	650302	9391050275 DEC-23	0.00	56.96
1011	422779	01/04/24	10003794	A T & T	650302	9391031455 DEC-23	0.00	206.99
TOTAL	CHECK						0.00	5,271.27
1011	422780	01/04/24	10004247	A T & T MOBILITY	170670	287261541007X10172023	0.00	116.22
1011	422781	01/04/24	10012896	AGILE OCCUPATIONAL MEDIC	121110	HEP-B JACOB GIROUX	0.00	80.00
1011	422782	01/04/24	10012598	UNIVERSAL BUILDING MAINT	650306	PD JANITOR/DEC-23	0.00	7,341.51
1011	422783	01/04/24	10011634	UNIVERSAL PROTECTION SER	650308	2023 FUTA CR:REDUCTIO	0.00	299.27
1011	422784	01/04/24	10010053	AMPLEX GROUP SERVICES IN	650306	SAN/LOC/DEC-23	0.00	600.00
1011	422784	01/04/24	10010053	AMPLEX GROUP SERVICES IN	650306	SAN/LOC/DEC-23	0.00	600.00
TOTAL	CHECK						0.00	1,200.00
1011	422785	01/04/24	10013300	AQUATRAX LLC	560230	INVENTORY/EPA/NOV-23	0.00	21,450.00
1011	422786	01/04/24	10003008	ARC DOCUMENT SOLUTIONS,	731150	SCANNING/PLAN DIV	0.00	2,187.70
1011	422787	01/04/24	10002855	JOHN BAILEY	650208	REIMB ED/DEC-23	0.00	4,080.55

SUNGARD PUBLIC SECTOR
DATE: 01/04/2024
TIME: 18:07:17

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20231221 00:00:00.000' and '20240104 00:00:00.000'
ACCOUNTING PERIOD: 7/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	422788	01/04/24	10004429	BC TRAFFIC SPECIALIST, I	560231	TYPE III BARRICADE EXT	48.75	677.79
1011	422789	01/04/24	10000374	DEVIN BOYINGTON	650208	REIMB ED/NOV-23	0.00	459.00
1011	422790	01/04/24	00000011	MANHATTAN STITCHING COMP	275410	#054X- SHIRT W/2.5" LO	9.30	129.30
1011	422790	01/04/24	00000011	MANHATTAN STITCHING COMP	275410	#J717 - JACKET; COLOR:	6.20	86.20
1011	422790	01/04/24	00000011	MANHATTAN STITCHING COMP	275410	#K8000- COLOR: OXFORD	5.89	81.89
1011	422790	01/04/24	00000011	MANHATTAN STITCHING COMP	275410	#621K-BEANIE; COLOR: G	5.58	77.58
TOTAL	CHECK						26.97	374.97
1011	422791	01/04/24	10010674	BUILT RITE FENCE COMPANY	560211	REPAIR OF FENCING ON B	0.00	29,927.00
1011	422791	01/04/24	10010674	BUILT RITE FENCE COMPANY	560211	PHASE 1 TRAIL IMPROVEM	0.00	21,660.00
TOTAL	CHECK						0.00	51,587.00
1011	422792	01/04/24	00005992	MARIO CAMACHO	160110	TRAIN SUBSIDY/NOV-23	0.00	125.00
1011	422793	01/04/24	10012193	JANE M. CAMERON	106132	JANUARY-24 CRIMEWATCH	0.00	200.00
1011	422794	01/04/24	10011902	CASC ENGINEERING & CONSU	599798	GEN PLAN-LAND USE	0.00	1,420.00
1011	422794	01/04/24	10011902	CASC ENGINEERING & CONSU	731120	GEN PLAN/LAND USE	0.00	7,334.00
TOTAL	CHECK						0.00	8,754.00
1011	422795	01/04/24	10008346	CASITAS SECURITY	275140	SEC OV NITE/CCLAND-23	0.00	437.50
1011	422796	01/04/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400240089206	0.00	289.14
1011	422797	01/04/24	10007941	CHARTER COMMUNICATIONS H	650302	8448400230497971	0.00	12.53
1011	422798	01/04/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400240527841	0.00	111.47
1011	422799	01/04/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400231122990	0.00	819.49
1011	422800	01/04/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400231527743	0.00	199.99
1011	422801	01/04/24	10013237	JONATHAN CHOI	650407	CATO CF 12/3-6/2023	0.00	387.01
1011	422802	01/04/24	10011877	COLLIERS INTL VALUATION	632110	APPRAISAL OF AUTO DEAL	0.00	3,900.00
1011	422803	01/04/24	10006011	COMMERCIAL CONTROLS CORP	650303	PD ACCESS/DEC-23	0.00	2,400.00
1011	422804	01/04/24	10008395	DEVELOPMENT COUNSELLORS	995100	MO DIGITAL MKT/NOV-23	0.00	1,866.14
1011	422805	01/04/24	00000492	DEPARTMENT OF JUSTICE	121110	FINGERPRINT/NOV-23	0.00	207.00
1011	422806	01/04/24	00000492	DEPARTMENT OF JUSTICE	650302	FINGERPRINT/NOV-23	0.00	413.00
1011	422806	01/04/24	00000492	DEPARTMENT OF JUSTICE	11	FINGERPRINT/NOV-23	0.00	1,880.00
TOTAL	CHECK						0.00	2,293.00
1011	422807	01/04/24	10009520	THE ECOHERO SHOW, LLC	160109	VIRTURAL CLS RM/NOV23	0.00	600.00
1011	422807	01/04/24	10009520	THE ECOHERO SHOW, LLC	196916	VIRTURAL CLS RM/NOV23	0.00	600.00
TOTAL	CHECK						0.00	1,200.00

SUNGARD PUBLIC SECTOR
DATE: 01/04/2024
TIME: 18:07:17

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

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ACCOUNTING PERIOD: 7/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	422808	01/04/24	00006560	ENTERPRISE FM TRUST, INC	650603	LEASE 4 VEH/DEC-23	0.00	1,387.42
1011	422809	01/04/24	10012373	DOMINICK ESCOBEDO	650208	REIMB ED/NOV-23	0.00	675.00
1011	422810	01/04/24	10013361	EVOLVE FORENSICS,LLC	650208	DISTORT 10/21-25/24	0.00	650.00
1011	422811	01/04/24	10004626	EXPEDIA, INC.	995100	COOP OC/JAN-24	0.00	25,000.00
1011	422812	01/04/24	00004661	FERGUSON, PRAET & SHERMA	107420	DAVID SULLIVAN	0.00	1,525.00
1011	422812	01/04/24	00004661	FERGUSON, PRAET & SHERMA	107420	JENNY PEREZ	0.00	2,981.60
TOTAL CHECK							0.00	4,506.60
1011	422813	01/04/24	10012176	NAMEA FOLAU	11	RF/RENT DEPOSIT#R9580	0.00	500.00
1011	422814	01/04/24	10003190	FOOD 4 LESS	275140	CANDYCANE SUPPLIES	0.00	12.50
1011	422814	01/04/24	10003190	FOOD 4 LESS	275140	BRK RM SNACKS	0.00	140.90
TOTAL CHECK							0.00	153.40
1011	422815	01/04/24	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011	422816	01/04/24	00004867	FULLERTON JOINT UNION HI	101101	DECATHLON 10/6/23	0.00	436.31
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	275135	PAINT	0.00	84.03
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	275135	MISC. TAPES	0.00	30.13
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	275135	PAINT	0.00	84.62
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	275135	PAINT	0.00	84.03
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	860815	GRAFFITI SUPPLIES	0.00	49.24
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	275140	CANDYLANE SUPPLIES	0.00	97.63
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	860810	MISC SUPPLIES	0.00	214.84
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	860815	GRAFFITI SUPPLIES	0.00	195.24
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	860810	MISC. SUPPLIES	0.00	587.63
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	275140	CANDYCANE SUPPLIES	0.00	116.90
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	170670	MISC. HARDWARE	0.00	166.18
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	560640	MANIFOLD	0.00	4.30
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	560231	SIGN SHOP SUPPLIES	0.00	73.07
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	275150	FIELD SUPPLIES	0.00	12.92
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	170670	MISC HARDWARE	0.00	15.68
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	170670	MISC HARDWARE	0.00	22.48
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	352363	SECURITY HARDWARE	0.00	96.83
1011	422817	01/04/24	00002166	GANAHL LUMBER CO	860815	GRAFFITI SUPPLIES	0.00	296.95
TOTAL CHECK							0.00	2,232.70
1011	422818	01/04/24	10011838	GEORGE HILLS COMPANY, IN	107420	QT FLAT FEE JAN-MAR24	0.00	6,365.50
1011	422819	01/04/24	10008749	GOOGLE INC.	995100	MO ADS/DEC-23	0.00	29,052.85
1011	422820	01/04/24	00010631	GRANICUS, LLC	631140	PER PSA 23-5 CD, EFFEC	0.00	16,336.75
1011	422821	01/04/24	10013358	GUO, JINGHONG	52	UB REFUND	0.00	50.33
1011	422822	01/04/24	00000057	HOME DEPOT / GECF	275305	LUNCHEON SUPPLIES	0.00	16.72
1011	422822	01/04/24	00000057	HOME DEPOT / GECF	452410	HEARING PROTECTION	0.00	36.60

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	422822	01/04/24	00000057	HOME DEPOT /	275160	PICKLE BALL SUPPLIES	0.00	9.19
1011	422822	01/04/24	00000057	HOME DEPOT /	275160	PICKLE BALL SUPPLIES	0.00	113.39
1011	422822	01/04/24	00000057	HOME DEPOT /	275160	PICKLE BALL SUPPLIES	0.00	113.40
1011	422822	01/04/24	00000057	HOME DEPOT /	275305	LUNCHEON SUPPLIES	0.00	111.62
1011	422822	01/04/24	00000057	HOME DEPOT /	275305	CANDYCANE SUPPLIES	0.00	56.80
1011	422822	01/04/24	00000057	HOME DEPOT /	275140	CANDYCANE SUPPLIES	0.00	61.19
1011	422822	01/04/24	00000057	HOME DEPOT /	275215	TREE LIGHTING	0.00	235.28
TOTAL	CHECK						0.00	754.19
1011	422823	01/04/24	10009091	HUE C LUU	731150	ENGINEER SVC/JAN-24	0.00	7,350.00
1011	422824	01/04/24	10013205	CONNIE HURTADO	275305	REIMB LUNCH CTR PIECE	0.00	102.13
1011	422825	01/04/24	10013020	IDN WILCO	170670	#5021XS WL26D41 PUSH B	91.14	1,267.14
1011	422825	01/04/24	10013020	IDN WILCO	170670	#YPLO2 626 YALE IND LO	13.02	181.02
TOTAL	CHECK						104.16	1,448.16
1011	422826	01/04/24	10008985	INDEPENDENT	731120	LEGAL NOTICE/DEC-23	0.00	720.00
1011	422827	01/04/24	10013371	JL GROUP, LLC	121110	PERSONNEL INVESTIGATE	0.00	5,364.37
1011	422828	01/04/24	00000042	JOHN B EWLES INC	560210	DUMP LOADS	0.00	1,400.00
1011	422829	01/04/24	00000674	RICHARD D. JONES A	650402	PD MATTERS/NOV-23	0.00	4,086.00
1011	422829	01/04/24	00000674	RICHARD D. JONES A	631140	8732 WESTERN/OV-23	0.00	1,072.67
1011	422829	01/04/24	00000674	RICHARD D. JONES A	631140	CODE ENF/NOV-23	0.00	4,284.00
1011	422829	01/04/24	00000674	RICHARD D. JONES A	631140	6712 HIGHLAND/NOV-23	0.00	18.00
1011	422829	01/04/24	00000674	RICHARD D. JONES A	631140	6972 SAN DIEGO/NOV-23	0.00	90.00
1011	422829	01/04/24	00000674	RICHARD D. JONES A	631140	8442 4TH ST/NOV-23	0.00	144.00
1011	422829	01/04/24	00000674	RICHARD D. JONES A	631140	6002 DARLINGTON/NOV23	0.00	162.00
1011	422829	01/04/24	00000674	RICHARD D. JONES A	631140	6829 MT WATERMN/NOV23	0.00	267.20
1011	422829	01/04/24	00000674	RICHARD D. JONES A	631140	6211 SAN RAFAEL/NOV23	0.00	288.00
TOTAL	CHECK						0.00	10,411.87
1011	422830	01/04/24	00001657	LIEBERT CASSIDY WHITMORE	121110	GENERAL	0.00	523.50
1011	422831	01/04/24	00001657	LIEBERT CASSIDY WHITMORE	121110	OCERC MBRSHP 2024	0.00	3,830.00
1011	422832	01/04/24	10013369	ERICK LOPEZ	995100	HALLOWEEN KBF INFLUEN	0.00	2,100.00
1011	422833	01/04/24	10013366	MA JESUSA LUCENIO	11	RF/RENT DEPOSIT#R9068	0.00	500.00
1011	422834	01/04/24	10013368	ELIZABETH MANALAC	11	RF/RENT DEPOSIT#R8459	0.00	500.00
1011	422835	01/04/24	00007624	MIKE MCGEE	352363	REIMB/OT MEAL BREAK	0.00	101.75
1011	422836	01/04/24	10013370	ME CREATIVE	995100	KOREATOWN PHOTOS	0.00	1,200.00
1011	422837	01/04/24	10009389	MRC SMART TECHNOLOGY	731150	OVERAGE 6/27-9/26/23	0.00	100.00
1011	422837	01/04/24	10009389	MRC SMART TECHNOLOGY	997100	OVERAGE 6/27-9/26/23	0.00	310.00
1011	422837	01/04/24	10009389	MRC SMART TECHNOLOGY	631140	OVERAGE 6/27-9/26/23	0.00	380.00
1011	422837	01/04/24	10009389	MRC SMART TECHNOLOGY	352267	OVERAGE 6/27-9/26/23	0.00	497.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	422837	01/04/24	10009389	MRC SMART TECHNOLOGY	SOL 160105	OVERAGE 6/27-9/26/23	0.00	610.00
1011	422837	01/04/24	10009389	MRC SMART TECHNOLOGY	SOL 126120	OVERAGE 6/27-9/26/23	0.00	660.00
1011	422837	01/04/24	10009389	MRC SMART TECHNOLOGY	SOL 121110	OVERAGE 6/27-9/26/23	0.00	850.23
1011	422837	01/04/24	10009389	MRC SMART TECHNOLOGY	SOL 115110	OVERAGE 6/27-9/26/23	0.00	1,100.00
1011	422837	01/04/24	10009389	MRC SMART TECHNOLOGY	SOL 275105	OVERAGE 6/27-9/26/23	0.00	1,650.00
1011	422837	01/04/24	10009389	MRC SMART TECHNOLOGY	SOL 650302	OVERAGE 6/27-9/26/23	0.00	2,615.00
1011	422837	01/04/24	10009389	MRC SMART TECHNOLOGY	SOL 121135	OVERAGE 6/27-9/26/23	0.00	4,000.00
TOTAL	CHECK						0.00	12,772.23
1011	422838	01/04/24	10009389	MRC SMART TECHNOLOGY	SOL 275305	CPC SENIOR CTR.	0.00	368.45
1011	422839	01/04/24	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/NOV-23	0.00	28,586.42
1011	422840	01/04/24	00007824	MUSCO SPORTS LIGHTING	LL 860810	REPLACE OUTAGE ON POLE	0.00	4,100.00
1011	422840	01/04/24	00007824	MUSCO SPORTS LIGHTING	LL 860810	TAX	0.00	36.27
TOTAL	CHECK						0.00	4,136.27
1011	422841	01/04/24	00008568	NAFCO INC	160105	PPID:HANG TAGS:REGULAR	341.77	4,751.77
1011	422841	01/04/24	00008568	NAFCO INC	160105	PPID:HANG TAGS:HEFTY P	278.15	3,867.15
1011	422841	01/04/24	00008568	NAFCO INC	160105	PPID:OTHER/EXTRAS:COPY	37.20	517.20
1011	422841	01/04/24	00008568	NAFCO INC	160105	PPID:OTHER/EXTRAS:COLO	38.75	538.75
1011	422841	01/04/24	00008568	NAFCO INC	160105	PPID:OTHER/EXTRAS:NUMB	20.93	290.93
1011	422841	01/04/24	00008568	NAFCO INC	160105	SHIPPING	0.00	48.33
TOTAL	CHECK						716.80	10,014.13
1011	422842	01/04/24	10011719	NETSYNC NETWORK SOLUTION	126143	# FN-TRAN-SX FORTINET	39.15	544.35
1011	422843	01/04/24	00000506	FRANK NUNES	650208	REIMB/EXEC DEV MEAL	0.00	35.67
1011	422844	01/04/24	10005881	OCCSPECIALIST CORP. A ME	107410	1ST AID/ADRIAN PEREZ	0.00	240.41
1011	422845	01/04/24	10005163	OCEAN BREEZE PACIFIC, LL	275305	LINEN CLEANING	0.00	92.20
1011	422845	01/04/24	10005163	OCEAN BREEZE PACIFIC, LL	275305	FEES	0.00	9.86
TOTAL	CHECK						0.00	102.06
1011	422846	01/04/24	00000099	OFFICE DEPOT, INC.	11	PAPER XEROX WHITE 20#	139.47	1,939.07
1011	422847	01/04/24	10013365	ERIN ROYCE PANALIGAN	11	RF/RENT DEPOSIT#R8989	0.00	500.00
1011	422848	01/04/24	10013363	ANDREW PARK	11	RF/RENT DEPOSIT#R8590	0.00	500.00
1011	422849	01/04/24	00000222	EDCO/PARK DISPOSAL CORP.	460220	RES BILLING/DEC-23	0.00	372,743.41
1011	422850	01/04/24	00002715	ROGER PLUMLEE	650208	SLI#527 S1 12/7-9/23	0.00	382.61
1011	422851	01/04/24	10009974	QUADIENT FINANCE USA, IN	121135	MAIL MACHINE SUPPLIES	0.00	302.99
1011	422852	01/04/24	10008467	QUADIENT LEASING USA, IN	121135	MAIL MACHINE LEASE	0.00	351.76
1011	422853	01/04/24	10001203	R.V. NURSERIES INC	560641	SHRUBS	0.00	48.48
1011	422854	01/04/24	10012660	RECORDS CONTROL SERVICES	115110	RECORD RET/DEC-23	0.00	8,953.43

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1011	422855	01/04/24	10013160	RENTENIA, MANUEL & CHELS	52	UB REFUND	0.00	16.31
1011	422856	01/04/24	00000113	DMJ AND ASSOCIATES, INC.	860810	CLAY	0.00	700.35
1011	422857	01/04/24	00008298	RIGEL PRODUCTS & SERVICE	560231	#8318-0800-10: COBRA C	418.50	5,818.50
1011	422857	01/04/24	00008298	RIGEL PRODUCTS & SERVICE	560231	#9245-9922-01: 3.5" R	55.41	770.41
1011	422857	01/04/24	00008298	RIGEL PRODUCTS & SERVICE	560231	#9245-9921-81: 12" DR	9.30	129.30
TOTAL CHECK							483.21	6,718.21
1011	422858	01/04/24	10001125	ROADLINE PRODUCTS INC	560231	30" X 50YD - 3M SHEETI	98.81	1,373.81
1011	422858	01/04/24	10001125	ROADLINE PRODUCTS INC	560231	SHIPPING	0.00	50.00
TOTAL CHECK							98.81	1,423.81
1011	422859	01/04/24	00008623	NADIA SEMAAN	650208	REIMB/PASTRIES/SWEARI	0.00	70.00
1011	422860	01/04/24	00003272	SIRCHIE FINGER PRINT	650604	ANTI-PUTREFACTION MASK	37.80	525.39
1011	422861	01/04/24	10013345	SIX DEGREES, INC	126143	#CP-HAR-EC-ADV-EMAIL-1	0.00	10,929.60
1011	422861	01/04/24	10013345	SIX DEGREES, INC	126143	CPES-55-PREMIUM	0.00	765.07
TOTAL CHECK							0.00	11,694.67
1011	422862	01/04/24	10007741	DANIEL SOLIS	650208	REIMB ED/DEC-23	0.00	2,128.00
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7672 BEACH/DEC-23	0.00	1.68
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7002 BEACH/DEC-23	0.00	7.21
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7006 ARTESIA/DEC-23	0.00	12.69
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7711 LA PALMA/DEC-23	0.00	16.83
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7250 HOLDER/DEC-23	0.00	17.25
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8681 BEACH/DEC-23	0.00	23.54
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7623 BEACH/DEC-23	0.00	24.42
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8111 COMNWLTH/DEC-23	0.00	36.62
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7550 STANTON/DEC-23	0.00	43.85
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	7733 BEACH/DEC-23	0.00	58.88
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6581 BEACH/DEC-23	0.00	73.03
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	8491 DALE/DEC-23	0.00	77.54
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6190 AUTO CTR/DEC-23	0.00	90.31
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7051 PAGE/DEC-23	0.00	95.79
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7611 BEACH/DEC-23	0.00	109.33
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6680 KNOTT/DEC-23	0.00	117.88
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8081 OR'THORP/DEC-23	0.00	117.99
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8970 KNOTT/DEC-23	0.00	124.06
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7501 8TH/DEC-23	0.00	139.22
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8552 BEACH/DEC-23	0.00	192.20
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7700 WESTERN/DEC-23	0.00	306.00
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6603 BEACH/DEC-23	0.00	508.38
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	5600 MALVERN/DEC-23	0.00	1,042.81
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 660241	8400 LAKEKNOLL/DEC-23	0.00	2,346.00
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6660 BEACH/DEC-23	0.00	3,072.22
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6955 ARAGON/DEC-23	0.00	8,185.83
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	8001 VALLEY VW/DEC-23	0.00	22,198.57
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA	EDIS 352510	7520 DALE/DEC-23	0.00	24,256.10

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	422864	01/04/24	00000226	SOUTHERN CALIFORNIA EDIS	352510	8242 LINDEN/DEC-23	0.00	30,075.02
TOTAL	CHECK						0.00	93,371.25
1011	422865	01/04/24	10005691	JENNIFER CRAIG	107420	COURT REP/SULLIVAN/BP	0.00	645.00
1011	422866	01/04/24	10013323	KELLY STILWELL	995100	BP INFLUENCER	0.00	2,500.00
1011	422867	01/04/24	10012353	AIDIN TEHRANI	106132	COUNCIL MT OCT-DEC23	0.00	1,010.00
1011	422868	01/04/24	10013372	THE AUTISM PROJECT	121110	TRAINING 11/6-7/23	0.00	13,215.24
1011	422869	01/04/24	10013373	MAHESH TILOKANI	631140	REF/CITATION#BP-14729	0.00	120.00
1011	422870	01/04/24	10006419	MARTIN TOMSICK	650208	REIMB ED/NOV-23	0.00	675.00
1011	422871	01/04/24	10008262	TRI-TECH FORENSICS, INC	650208	SHOOT INCID 4/8-12/24	0.00	729.00
1011	422872	01/04/24	00000134	UNITED RENTALS INC	275215	LIGHTING TOWER	0.00	522.75
1011	422873	01/04/24	10002032	VERIZON WIRELESS	650303	54237315000001 DEC23	0.00	2,502.89
1011	422874	01/04/24	10002032	VERIZON WIRELESS	650303	94237317700001 DEC-23	0.00	40.01
1011	422875	01/04/24	10013367	TERRIE A VIADO	11	RF/RENT DEPOSIT#R9163	0.00	500.00
1011	422876	01/04/24	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	431.49
1011	422876	01/04/24	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	324.52
1011	422876	01/04/24	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	564.69
TOTAL	CHECK						0.00	1,320.70
1011	422877	01/04/24	00000142	WAXIE SANITARY SUPPLY, I	11	TISSUE FACIAL 2PLY WHI	16.95	235.65
1011	422877	01/04/24	00000142	WAXIE SANITARY SUPPLY, I	11	HANDLE MOP WET #26	11.04	153.54
1011	422877	01/04/24	00000142	WAXIE SANITARY SUPPLY, I	11	TOWEL WINDSHIELD 2 PLY	21.46	298.36
1011	422877	01/04/24	00000142	WAXIE SANITARY SUPPLY, I	11	WHITE TOWEL ROLL (6 PE	152.97	2,126.72
1011	422877	01/04/24	00000142	WAXIE SANITARY SUPPLY, I	11	DEODORANT AIR FRESHENE	18.11	251.84
TOTAL	CHECK						220.53	3,066.11
1011	422878	01/04/24	00000141	WEST COAST ARBORISTS INC	560641	TREE PRUNING/NOV-23	0.00	7,530.00
1011	422879	01/04/24	10011861	WILLDAN ENGINEERING	160105	PROFESSIONAL GRANT WRI	0.00	14,000.00
1011	422880	01/04/24	10004131	WM CURBSIDE, LLC	460220	HAZ WASTE/OCT-23	0.00	1,025.17
1011	422880	01/04/24	10004131	WM CURBSIDE, LLC	460220	HAZ WASTE/NOV-23	0.00	1,552.25
TOTAL	CHECK						0.00	2,577.42
1011	422881	01/04/24	10011660	YUNEX, LLC	560230	EXTRA SIG MT/OCT-23	0.00	1,800.00
1011	422881	01/04/24	10011660	YUNEX, LLC	560230	EXTRA SIG MT/OCT-23	0.00	10,754.44
1011	422881	01/04/24	10011660	YUNEX, LLC	560230	ROUTINE SIG MT/NOV-23	0.00	8,139.80
1011	422881	01/04/24	10011660	YUNEX, LLC	560230	ROUTINE SIG MT/OCT-23	0.00	8,139.80
1011	422881	01/04/24	10011660	YUNEX, LLC	560230	EXTRA SIG MT/OCT-23	0.00	6,049.59
1011	422881	01/04/24	10011660	YUNEX, LLC	560230	EXTRA SIG.MT/OCT-23	0.00	370.00
TOTAL	CHECK						0.00	35,253.63

SUNGARD PUBLIC SECTOR
DATE: 01/04/2024
TIME: 18:07:17

CITY OF BUENA PARK
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.trans_date between '20231221 00:00:00.000' and '20240104 00:00:00.000'
ACCOUNTING PERIOD: 7/24

FUND - 11 - GENERAL FUND								
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	422882	01/04/24	10013161	ZHANG, JUAN	52	UB REFUND	0.00	8.92
TOTAL CASH ACCOUNT							1,795.03	885,891.13
TOTAL FUND							1,795.03	885,891.13
TOTAL REPORT							1,795.03	885,891.13

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE
SUM OF \$926,466.51 COVERING REGULAR PAYROLL ENDING
DECEMBER 22, 2023

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 \$926,466.51 set forth on
this 8-page register attached to this resolution and made a part hereof have been
audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2024 by the following called
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
Page 2

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 _____ 2024.

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 01/02/2024
TIME: 12:25:03

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 1
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MI3'
ALL CHECKS

PAYRUN: MI3
DATE: 12/29/2023

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V369802	1,278.28	.00		CABRERA, AMBER	248
V369803	3,929.93	.00		COPPING, SARA	951
V369804	1,361.75	.00		DIAZ, MICHELLE	419
V369805	2,312.64	.00		DIEZ, KARINA	169
V369806	1,902.64	.00		ENGLEBRECHT, BRIDGET	261
V369807	3,180.41	.00		FEWER, JESSICA	580
V369808	10,915.96	.00		FRANCE, AARON	1650
V369809	2,381.92	.00		MEDINA, YARETZA	8
V369810	709.04	.00		MUNOZ, MICHELLE	440
V369811	565.13	.00		AHN, JOYCE	263
V369812	472.42	.00		BROWN, ARTHUR	655
V369813	561.00	.00		CASTANEDA, JOSE	277
V369814	565.13	.00		SONNE, SUSAN	5161
V369815	290.13	.00		TRAUT, CONNOR	5399
V369816	1,159.62	.00		AVITIA, LISA	114
V369817	2,623.24	.00		BADILLO, ANNA PATRICIA	168
V369818	1,869.75	.00		GUERRA, SARAH	1470
V369819	5,204.05	.00		JIMENEZ, ADRIA	2297
V369820	845.27	.00		KIRK, RALPH	384
V369821	1,716.94	.00		LOPEZ, ANGELICA	2928
V369822	5,666.04	.00		FENTON, EDWARD	1564
V369823	2,057.59	.00		GONZALEZ, JACQUELINE	157
V369824	1,631.45	.00		KERN, DONNA	2574
V369825	2,612.85	.00		PREVO, DOREKA	390
V369826	3,310.90	.00		VALDEZ, REBECCA	5490
V369827	1,737.67	.00		BUENROSTRO, PATRICIA	227
V369828	4,260.86	.00		GARCIA, ADRIAN	1700
V369829	1,668.34	.00		GLAVIN, BARBARA	1768
V369830	1,808.89	.00		HERNANDEZ, GLORIA	2092
V369831	6,013.10	.00		HYUN, SUNG	2248
V369832	1,698.33	.00		KIM, MIN	2584
V369833	1,762.27	.00		LOVEJOY, REBEKAH	76
V369834	2,302.88	.00		MENDOZA, MARIA	3293
V369835	905.52	.00		OZAKI, GRACE	3881
V369836	1,608.44	.00		PAK, TIMOTHY	3955
V369837	3,354.10	.00		PEREZ, JESSICA	4111
V369838	2,505.35	.00		TOMASSETTI, JEEVANI	5623
V369839	1,630.44	.00		TRAN, KRYSTLE	242
V369840	4,264.24	.00		AVERELL, MARK	272
V369841	2,284.58	.00		COLES-GUZMAN, MARY	950
V369842	5,242.69	.00		KENNEDY, SEAN	111
V369843	1,896.13	.00		BELTRAN, CINDY	467
V369844	1,124.19	.00		CARDENAS, MARGARET	336
V369845	3,901.38	.00		CULL, ROBERT	1012
V369846	3,238.19	.00		LESTER, ALEXANDER	2868
V369847	1,897.37	.00		MACIAS, JUDITH	2996
V369848	2,176.18	.00		MAYORQUIN, RAYMUNDO	221
V369849	2,514.97	.00		TART, ANDRE	5235
V369850	3,649.20	.00		CAMACHO, MARIO	731
V369851	1,167.84	.00		CASTANEDA, GUADALUPE	280

SUNGARD PUBLIC SECTOR
DATE: 01/02/2024
TIME: 12:25:03

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 2
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MI3'
ALL CHECKS

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V369854	2,030.22	.00	DAVIS-VALENTINE, SUZANNE	1085
V369855	2,058.09	.00	DE LA PAZ, TIANNA	297
V369856	1,068.45	.00	DINH, MICHELLE	433
V369857	5,839.26	.00	FOULKES, MATTHEW	9
V369858	3,133.03	.00	LUNA, HARALD	264
V369859	2,870.82	.00	MCALLEESE, IAN	159
V369860	3,882.53	.00	MESHRAM, SWATI	3321
V369861	2,732.42	.00	NAVARRO, SANDRA	93
V369862	628.56	.00	SANCHEZ, VIVIANA	4616
V369863	931.59	.00	SANTIAGO, MICHELLE	441
V369864	2,368.52	.00	SANTOS, RUTH	4640
V369865	2,335.74	.00	SCHAETZL, RANA	431
V369866	1,545.37	.00	TAE, RAY	5196
V369867	2,431.93	.00	ZAPIEN, ERNESTINE	5777
V369868	47.39	.00	CHOI, YONG	388
V369869	47.39	.00	DAVIS, MONIQUE	386
V369870	47.39	.00	DIEP, DEBORAH	1208
V369871	47.39	.00	JUDEH, MIRVAT	389
V369872	47.39	.00	PATINO ESCALONA, HECTOR	387
V369873	2,303.50	.00	ARDAIZ, LANA	190
V369874	3,453.17	.00	DHAUW, MELISSA	1170
V369875	2,652.49	.00	SUAREZ, SARABETH	5169
V369876	2,759.20	.00	YOON, JIWON	91
V369877	780.32	.00	BARR, LISA	366
V369878	2,209.48	.00	COTA, LORRAINE	954
V369879	5,769.11	.00	GEYER, BRADLEY	1692
V369880	5,053.10	.00	HONG, ALEX	2130
V369881	1,937.04	.00	MARTINEZ, JESSICA	2936
V369882	5,593.59	.00	NGUYEN, NGHIA	3755
V369883	6,996.19	.00	NUNES, FRANK	3813
V369884	2,089.55	.00	CHARNES, LANCE	783
V369885	7,353.99	.00	DIERINGER, RYAN	1145
V369886	3,466.01	.00	JIMENEZ, ROBERT	352
V369887	2,905.08	.00	KIM, HYUN	328
V369888	2,970.88	.00	LAM, DAVID	2790
V369889	560.09	.00	LOVCHIK, MICHAEL	6
V369890	4,008.26	.00	MIKIEWICZ, SIMON	3360
V369891	2,667.82	.00	NOVOTNY, MARY	3705
V369892	2,667.63	.00	SEMAAN, NADIA	4740
V369893	5,001.43	.00	WEAVER, CHAD	5577
V369894	2,310.24	.00	ALCALA, BRITTANY	58
V369895	2,340.71	.00	BARAJAS, MAYRA	357
V369896	1,870.96	.00	BINYON, ERIC	506
V369897	4,200.69	.00	BRANDSTETTER, JAMES	629
V369898	3,457.92	.00	BUTH, CATHERINE	561
V369899	3,362.01	.00	CARPENTER, SCARLET	1663
V369900	932.05	.00	CONN, SANDRA	961
V369901	1,148.13	.00	DIERINGER, REGINA	1515
V369902	3,420.79	.00	ESCOBEDO, STACEY	1530
V369903	3,665.05	.00	ESQUETINI, MARIA	1536
V369904	748.34	.00	ESTRELLA, CARL JOSEPH	415
V369905	1,702.65	.00	HERNANDEZ, ISABELLA	112
V369906	3,104.15	.00	MAERKER, ELIZABETH	3017
V369907	2,697.08	.00	MCGRATH, CODY	3220

SUNGARD PUBLIC SECTOR
DATE: 01/02/2024
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CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 3
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MI3'
ALL CHECKS

V369908	834.13	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V369909	815.87	.00	MEONO, ROBIN	351
V369910	1,858.33	.00	MORALES MALDONADO, IVETT	3490
V369911	1,782.52	.00	PALMA CARDENAS, DIANA	3970
V369912	825.55	.00	PARRA, ANGEL	498
V369913	768.89	.00	RAMIREZ, ARIANNA	86
V369914	884.48	.00	RODRIGUEZ VILLA, YARELI	205
V369915	2,025.32	.00	SAUCEDA, CATHLEEN	4645
V369916	3,007.42	.00	SHERIFF, SAMANTHA	2096
V369917	648.67	.00	SILVERIO, SAMANTHA	497
V369918	3,635.67	.00	TANIGUCHI, MELISSA	5230
V369919	684.14	.00	VELLANOWETH, KRISTINE	217
V369920	2,075.47	.00	FIGORE, KATE	1560
V369921	2,557.89	.00	FOX, CHARITY	1641
V369922	900.68	.00	KUHN, MICHELLE	2730
V369923	1,948.72	.00	LARA, KARON	103
V369924	1,748.27	.00	MEDINA, IVONNE	222
V369925	2,571.02	.00	MENDIVEL, CHRISTINA	3299
V369926	2,015.07	.00	NGO, CATHERINE	3752
V369927	2,425.16	.00	PENDLETON, SUN	4080
V369928	1,968.69	.00	TENG, LING-FEI	2871
V369929	1,872.25	.00	UMLAH, AMBER	5435
V369930	6,308.12	.00	BATES, PATRICK	378
V369931	3,833.08	.00	BELTRAN, CHRISTINA	13
V369932	5,646.37	.00	BERNAL, DAVID	480
V369933	4,787.81	.00	BOURNE, CLIFFORD	5612
V369934	4,392.20	.00	BOYD, ROBERT	584
V369935	4,108.78	.00	BOYER, CAMERON	585
V369936	4,630.13	.00	BOYINGTON, DEVIN	594
V369937	3,240.18	.00	BRAVO, ISABEL	420
V369938	3,189.29	.00	BURNETT, DEBORAH	110
V369939	3,070.76	.00	CAMPOS, LOLANI	728
V369940	4,123.13	.00	CARNEY, THOMAS	751
V369941	1,834.75	.00	CERDA, SERGIO	240
V369942	2,614.56	.00	CHAVEZ, ALEJANDRO	182
V369943	3,568.41	.00	CHAVEZ, ANTONY	246
V369944	4,127.82	.00	CHOI, JONATHON	827
V369945	4,233.22	.00	CHRISTIANSEN, ANDREW	97
V369946	1,834.78	.00	CURATOLA, ANTHONY	350
V369947	3,051.22	.00	DAVIS, JONATHAN	1083
V369948	2,861.49	.00	EK, CHRISTOPHER	1477
V369949	4,857.83	.00	ESCAMILLA, MARIO	1529
V369950	3,955.74	.00	ESCOBEDO, DOMINICK	1521
V369951	4,135.69	.00	FRANKLIN, KEVIN	1649
V369952	5,927.75	.00	GALOS, MICHAEL	1680
V369953	4,533.54	.00	GANO, KEVIN	1742
V369954	2,673.41	.00	GONZALEZ, LUIS	164
V369955	3,593.82	.00	GONZALEZ, OSCAR	1785
V369956	4,486.97	.00	HERST, RYAN	2102
V369957	1,710.44	.00	HOGAN, CHRISTIAN MICHAEL	138
V369958	5,423.13	.00	JIMENEZ, GUSTAVO	2285
V369959	5,889.60	.00	LEE, CONNOR	2861
V369960	5,211.08	.00	LEPE, SERGIO	2901
V369961	3,094.06	.00	LIRA, JOSEPH	133
V369962	2,851.49	.00	LOPEZ, GUILLERMO	2958
V369963	3,975.18	.00	LOVETERE, JOSEPH	2962

SUNGARD PUBLIC SECTOR
DATE: 01/02/2024
TIME: 12:25:03

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 4
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MI3'
ALL CHECKS

V369964	2,729.59	.00	MARTINEZ, JESUS	117
V369965	3,533.47	.00	MEDRANO, JULIAN	3223
V369966	4,117.18	.00	MOELLER, SARAH	3590
V369967	3,230.26	.00	MOON, DAVID	3479
V369968	3,267.04	.00	MUNOZ, OSCAR	3605
V369969	4,308.90	.00	MURILLO CASTRO, JULIAN	268
V369970	2,716.47	.00	NGUYEN, ANTHONY	258
V369971	6,521.70	.00	NYHUS, CHRISTOPHER	3808
V369972	4,922.69	.00	O'DETTE, DIRK	3823
V369973	4,261.83	.00	OH, WILLIAM	326
V369974	2,992.93	.00	PADILLA, VALERIE	108
V369975	6,639.43	.00	PINO, RICHARD	4171
V369976	4,435.60	.00	PROCEL, ANDY	4243
V369977	5,044.28	.00	RAMIREZ, ANGEL	4314
V369978	2,804.83	.00	RANGEL, PRISCILLA	4337
V369979	4,209.61	.00	REYES, HUGO	98
V369980	2,855.46	.00	RODRIGUEZ, CHRISTIAN	4476
V369981	2,622.76	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V369982	2,846.99	.00	RUBALCAVA, EFRAIN	4590
V369983	3,340.39	.00	TEWELL, MELISSA	5282
V369984	4,165.78	.00	TOMSICK, MARTIN	5360
V369985	2,128.46	.00	TRAN, JENNIFER	9666
V369986	4,092.51	.00	TRAN, TUYET	5424
V369987	2,799.17	.00	TURNER, JERAMIAH	291
V369988	4,068.46	.00	VU, JEFFREY	5519
V369989	5,187.71	.00	WILLIAMS, JUDITH	5660
V369990	1,875.69	.00	WILLIAMS-GIROUX, JACOB	499
V369991	3,452.09	.00	YO, DANIEL	5752
V369992	6,194.28	.00	COLON, BOBBY	900
V369993	3,937.96	.00	JOHNSON, BRYAN	2300
V369994	1,971.99	.00	MAERTZ, DANA	3018
V369995	1,597.30	.00	RANGEL, JENNY	283
V369996	6,375.95	.00	RICE, JAMES	4408
V369997	3,318.57	.00	SALAZAR, RYAN	4626
V369998	5,809.29	.00	SHADDOW, JON-MICHAEL	4837
V369999	1,641.32	.00	SILVA, OSCAR	4886
V370000	1,647.24	.00	VAZQUEZ-CAMACHO, MARLENE	101
V370001	116.46	.00	BAIR, JOHN	284
V370002	700.53	.00	PATTON, DANA	4060
V370003	5,256.52	.00	BAILEY, JOHN	355
V370004	3,555.44	.00	BOUDREAU, CORY	583
V370005	2,226.42	.00	BOUDREAU, LAURA	2192
V370006	1,903.88	.00	CHAN, KARA	795
V370007	5,059.94	.00	DAVENPORT, JOSEPH	1094
V370008	4,304.47	.00	GENTNER, GEORGE	1765
V370009	3,404.35	.00	KALAGIAN, BRYANT	2436
V370010	2,195.46	.00	LOMELI, LISBETH	4516
V370011	2,497.91	.00	LOPEZ, VANESSA	2929
V370012	4,495.30	.00	LOPEZ, WILLYVALDO	2941
V370013	3,303.50	.00	LOWE, AUSTIN	2956
V370014	4,799.93	.00	MORALES, FRANK	3489
V370015	2,010.26	.00	O'DETTE, NANCY	1920
V370016	3,736.71	.00	ORTEGA, MICHAEL	104
V370017	4,112.98	.00	PANTOJA, DAVID	3986
V370018	7,654.55	.00	PLUMLEE, ROGER	4180
V370019	3,689.08	.00	SOLIS, DANIEL	5000

SUNGARD PUBLIC SECTOR
DATE: 01/02/2024
TIME: 12:25:03

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 5
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MI3'
ALL CHECKS

V370020	2,234.29	.00	SULLIVAN, STACEY	5160
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V370022	3,491.79	.00	VU, KRISTINE	63
V370023	2,246.72	.00	CAPISTRANO, FRANCES	74
V370024	1,703.10	.00	IBARRA, KRISTI	88
V370025	5,913.88	.00	MIKHAEL, MINA	3359
V370026	1,771.34	.00	ALMANZA, MINERVA	79
V370027	3,735.17	.00	ALQAM, NADER	71
V370028	4,163.11	.00	ARABOLU, DEEPHI	178
V370029	2,377.48	.00	ESPARZA-ALMARAZ, AARON	383
V370030	2,684.20	.00	LANNAN, GREGORY	2791
V370031	2,646.19	.00	LEE, HYANG SUN	430
V370032	2,763.63	.00	PENA, MANUEL	2933
V370033	639.24	.00	SYFRITT, MATTHEW-WAYNE	428
V370034	2,629.71	.00	TRAN, JASON	96
V370035	3,675.73	.00	WRAY, NORMAN	5725
V370036	2,119.11	.00	ZARAGOZA, EDUARDO	5788
V370037	2,915.62	.00	AUBUCHON, LAURIE	250
V370038	2,160.55	.00	GENERA, ELIZABETH	1685
V370039	4,095.52	.00	HUNT, JOSEPH	2249
V370040	1,722.21	.00	LUX, ANDREA	2972
V370041	896.53	.00	ARREOLA, ERIK	223
V370042	2,444.66	.00	BACA, ANDREW	315
V370043	1,308.97	.00	BANUELOS, CHRISTOPHER	345
V370044	3,614.27	.00	BRITO, MICHAEL	642
V370045	3,421.55	.00	ESCATEL-OROSCO, PEDRO	1537
V370046	2,540.08	.00	GONZALEZ, ALEJANDRO	1783
V370047	1,267.60	.00	GUZMAN, KEVIN	132
V370048	3,672.87	.00	LIBUNAO, NINO	2912
V370049	1,570.49	.00	LISCANO, CHRISTOPHER	850
V370050	1,657.96	.00	MARASCO, MATTHEW	289
V370051	1,653.70	.00	MUNOZ, GENE	3600
V370052	1,612.68	.00	MUNOZ, JOHNNY	144
V370053	1,522.97	.00	ORTIZ, RAYMOND	309
V370054	1,317.19	.00	PRECIADO, CAMDEN	134
V370055	1,308.98	.00	REYNOLDS, BILLY	417
V370056	1,308.96	.00	RIOS, DANNY	282
V370057	2,997.91	.00	RIVERA, JOE	4450
V370058	1,073.64	.00	RODRIGUEZ, NATHANIAL	288
V370059	1,174.29	.00	RODRIGUEZ, OSCAR	131
V370060	1,553.89	.00	SERNA, JUAN	4728
V370061	2,997.67	.00	TORREZ, JAVIER	69
V370062	2,075.27	.00	VAZQUEZ, JOE	5473
V370063	2,900.07	.00	CARRILLO, EDWARD	765
V370064	2,017.39	.00	ELLS, ZACHARY	1500
V370065	1,868.42	.00	ENNIS, JOSEPH	262
V370066	2,429.87	.00	FINCH, BARRETT	1574
V370067	3,259.58	.00	HAGAN, KEVIN	1947
V370068	2,881.28	.00	KVENBO, SCOTT	2750
V370069	1,641.84	.00	MARTINEZ, MARCO	215
V370070	4,126.03	.00	MCGEE, MICHAEL	9306
V370071	1,954.85	.00	MENDOZA, JOHN	3292
V370072	2,466.27	.00	MILLER, DAVID	3390
V370073	2,420.38	.00	MOJARRO, ANDREW	3082
V370074	3,135.39	.00	MOORE, FRANK	3486
V370075	3,153.37	.00	ROMERO, FIDEL	4530

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SELECTION CRITERIA: checkhis.pay_run='MI3'
ALL CHECKS

V370076	2,092.45	.00	SANCHEZ, JUAN	4617
V370077	2,098.05	.00	SPEAR, ANTHONY	5011
V370078	2,865.33	.00	STEPHENSON, MARK	5122
V370079	1,888.07	.00	TAVARES, JAMEY	5231
V370080	2,431.49	.00	VENEGAS MENDEZ, JAVIER	5491
V370081	1,211.91	.00	ALVAREZ, CARLOS	136
V370082	2,192.19	.00	DAHL, TERRY	1084
V370083	2,421.06	.00	GARCIA ORTEGA, JOSE	1636
V370084	1,787.15	.00	GRIMES, DAVID	1881
V370085	2,904.35	.00	KOSS, MICHAEL	2718
V370086	2,902.92	.00	MARTINEZ, GABRIEL	3139
V370087	2,399.15	.00	MELLADO, KIM	3289
V370088	2,372.14	.00	MERROW, MATTHEW	3316
V370089	1,969.79	.00	OTTEN, DAVID	3869
V370090	1,652.96	.00	PEREZ, ADRIAN	257
V370091	3,268.59	.00	PORTER, JEFFREY	4174
V370092	2,584.73	.00	RODRIGUEZ, EDWARD	4479
V370093	1,384.42	.00	RUIZ, ALEJANDRO	416
V370094	1,810.44	.00	SOLOMAN, CARLOS	4891
V370095	1,644.99	.00	TORRES, SALVADOR	234
V370096	1,934.82	.00	WELLS, ANTHONY	5610
V370097	931.00	.00	AVERELL, ANDREW	349
V370098	2,927.55	.00	CAMPIZTA, ADAM	225
V370099	3,190.16	.00	MACIAS, RAYMOND	2998
V370100	1,862.14	.00	MILLER-SPARKS, WILLIAM	216
V370101	2,565.30	.00	WEAR, JOHN	5606
V370102	5,595.98	.00	BOX, JAMES	576
V370103	1,904.59	.00	CHAVEZ, ARIANA	788
V370104	23.70	.00	CHOI, EDWARD	438
V370105	1,535.10	.00	CONTRERAS, SAUL	95
V370106	23.70	.00	CRUMPLER, JOSEPH	437
V370107	23.70	.00	INNOCENTE, SHEENA	436
V370108	23.70	.00	JESSUP, LISA	496
V370109	3,054.00	.00	KURATA, DALE	2749
V370110	1,943.55	.00	MARTINEZ, SERENA	3147
V370111	1,594.00	.00	REYNOLDS, BRANDON	4384
V370112	948.60	.00	SANCHEZ, CHRISTOPHER	236
V370113	2,096.46	.00	SANCHEZ-REYES, KEVIN	83
V370114	2,907.06	.00	SAUCEDA, MARK	4642
V370115	1,026.71	.00	ALVARADO, ADRIAN	89
V370116	207.38	.00	BAHENA, PEDRO	148
V370117	389.87	.00	BARENG, KATHERINE	33
V370118	356.68	.00	BELCHER-HALL, JACOB	333
V370119	961.49	.00	CARNES, ALISSA	34
V370120	248.85	.00	CARVENTE, GIANJAVIER	334
V370121	972.98	.00	CISNEROS, MICHELLE	812
V370122	315.21	.00	DIEGO, NICOLE	331
V370123	758.38	.00	DOWDLE, JACKSON	1386
V370124	634.60	.00	FERNANDEZ, GISSEL	330
V370125	149.31	.00	GARCIA, MICHELE	171
V370126	248.85	.00	GONZALEZ, ISAAC	294
V370127	808.07	.00	GONZALEZ, LUIS	1780
V370128	439.64	.00	GRANADOS, REGINA	145
V370129	689.24	.00	GRANDE, DANIELLE	124
V370130	879.55	.00	GUERRA, ATHZIRI	141
V370131	406.45	.00	GUILLEN, JAYDEN	339

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SELECTION CRITERIA: checkhis.pay_run='MI3'
ALL CHECKS

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V370134	908.18	.00	HOLLOWAY, ELIZABETH	2185
V370135	398.16	.00	JUBRAN, NOAH	127
V370136	149.31	.00	LEWIS, ALEC	266
V370137	878.53	.00	MAGANA, ADAM	173
V370138	931.90	.00	MEZA, ADRIAN	122
V370139	868.97	.00	MOLAR, BARBARA	3449
V370140	1,097.83	.00	MORENO, ANDREW	161
V370141	612.23	.00	NGHIEM, NATALIE	249
V370142	364.98	.00	NGUYEN, KEVIN	299
V370143	732.16	.00	NUNEZ, HAZEL	3806
V370144	841.51	.00	ONTIVEROS, IZABELLA	3864
V370145	447.93	.00	RAY, SABRINA	286
V370146	1,035.03	.00	RIVERA GOMEZ, YAMILEX	4432
V370147	248.85	.00	RODRIGUEZ, MIKAYLA	295
V370148	381.57	.00	RONQUILLO, JAZZIE	172
V370149	634.60	.00	ROQUE, KATRINA	38
V370150	955.98	.00	RUSSELL, JEFFREY	150
V370151	501.66	.00	SALDANA, JONATHAN	4625
V370152	58.06	.00	SINGH, JAKOB	45
V370153	248.85	.00	SOLIMAN, MARSEL	322
V370154	248.85	.00	SOLTERO, JESSE	177
V370155	215.67	.00	SORIA, NOAH	5004
V370156	586.87	.00	STRICKLER, LINDA	5135
V370157	248.85	.00	TAPIA, ANGELICA	306
V370158	877.42	.00	THOMSEN, MATTHEW	194
V370159	215.67	.00	TOVAR, SOFIA	301
V370160	2,306.50	.00	VAN SICKLE, MICHELLE	2076
V370161	736.48	.00	VAZQUEZ, OSCAR	152
V370162	821.40	.00	VELOZ, SABRINA	146
V370163	567.53	.00	WONGSUPHAKPHAN, BRIANNA	337
V370164	411.25	.00	RODRIGUEZ, PERLA	4488
V370165	661.04	.00	SINGH, YASHPREET	48
V370166	582.42	.00	SMITH, JOHN	210
V370167	670.53	.00	ZAPATA, ALEXANDRIA	303
V370168	898.77	.00	AGUILAR, KALVIN	23
V370169	701.47	.00	BARTOLO, BRYAN	338
V370170	1,186.73	.00	BUSTAMANTE VALLADARES, DIANA	285
V370171	1,095.07	.00	CABUSAO, NINA MARINELLA	729
V370172	830.96	.00	CARDENAS, DIEGO	275
V370173	1,093.66	.00	CASTILLO, DARLENE	119
V370174	1,142.26	.00	CERVANTES, BRIANA	757
V370175	560.07	.00	CLARK-PRUDHOMME, MACKENZIE	206
V370176	2,309.42	.00	DAVIS, TANIKKA	1082
V370177	1,247.75	.00	DETERDING, CARSON	1132
V370178	1,842.42	.00	GILLIAM, VERONICA	218
V370179	1,119.32	.00	GUERRA, ROCCO	44
V370180	993.48	.00	HONG, YI	2189
V370181	3,300.31	.00	HURTADO, MARIA	353
V370182	932.02	.00	JIMENEZ, GLADIS	434
V370183	1,027.44	.00	LARIZ RUBALCAVA, CARLOS	429
V370184	1,846.18	.00	MARQUEZ PINEDO, ANALISA	3118
V370185	1,260.67	.00	MINIKEY, MOLLY	425
V370186	857.75	.00	MORISON, MATTHEW	243
V370187	2,078.44	.00	NIELSEN, ROSEMARY	3760

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CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

PAGE NUMBER: 8
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MI3'
ALL CHECKS

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V370189	636.08	.00	ONTIVEROS, STEVEN	342
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V370191	241.39	.00	RUIZ, ANA	4591
V370192	896.27	.00	SERRATOS, DARIAN	160
V370193	795.97	.00	SOSA, ELIANNA	341
V370194	1,500.28	.00	SOTO, JOSE	229
V370195	1,058.44	.00	TAILOR, DIYA	175
V370196	961.49	.00	VALDEZ, NATALIA	46
V370197	465.94	.00	VEGA-MATA, PEDRO	278
V370198	1,009.86	.00	ZAZUETA, RYAN	267
PAYRUN TOTAL				
CHECK:	397	926,466.51	.00	
TOTAL				
CHECKS:	397	926,466.51	.00	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE
SUM OF \$945,935.85 COVERING REGULAR PAYROLL ENDING
JANUARY 05, 2024

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 \$945,935.85 set forth on
this 7-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 _____ 2024 by the following called
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____
Page 2

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 _____ 2024.

City Clerk

SUNGARD PUBLIC SECTOR
DATE: 01/11/2024
TIME: 16:21:27

CITY OF BUENA PARK
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PAGE NUMBER: 1
PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MJ1'
ALL CHECKS

PAYRUN: MJ1
DATE: 01/12/2024

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V370200	4,052.38	.00		COPPING, SARA	951
V370201	374.34	.00		DIAZ, MICHELLE	419
V370202	2,454.84	.00		DIEZ, KARINA	169
V370203	2,033.90	.00		ENGLEBRECHT, BRIDGET	261
V370204	2,539.22	.00		FEWER, JESSICA	580
V370205	5,010.21	.00		FRANCE, AARON	1650
V370206	2,701.36	.00		MEDINA, YARETZA	8
V370207	316.54	.00		MUNOZ, MICHELLE	440
V370208	668.18	.00		AHN, JOYCE	263
V370209	654.44	.00		BROWN, ARTHUR	655
V370210	727.74	.00		CASTANEDA, JOSE	277
V370211	468.82	.00		SONNE, SUSAN	5161
V370212	505.56	.00		TRAUT, CONNOR	5399
V370213	422.04	.00		AVITIA, LISA	114
V370214	2,681.43	.00		BADILLO, ANNA PATRICIA	168
V370215	1,628.51	.00		GUERRA, SARAH	1470
V370216	5,018.10	.00		JIMENEZ, ADRIA	2297
V370217	343.20	.00		KIRK, RALPH	384
V370218	1,833.24	.00		LOPEZ, ANGELICA	2928
V370219	5,988.38	.00		FENTON, EDWARD	1564
V370220	1,506.92	.00		GONZALEZ, JACQUELINE	157
V370221	1,732.78	.00		KERN, DONNA	2574
V370222	2,226.56	.00		PREVO, DOREKA	390
V370223	3,169.81	.00		VALDEZ, REBECCA	5490
V370224	1,544.66	.00		BUENROSTRO, PATRICIA	227
V370225	3,874.11	.00		GARCIA, ADRIAN	1700
V370226	1,099.76	.00		GLAVIN, BARBARA	1768
V370227	1,854.88	.00		HERNANDEZ, GLORIA	2092
V370228	6,273.44	.00		HYUN, SUNG	2248
V370229	2,030.04	.00		KIM, MIN	2584
V370230	1,964.86	.00		LOVEJOY, REBEKAH	76
V370231	2,352.36	.00		MENDOZA, MARIA	3293
V370232	514.07	.00		OZAKI, GRACE	3881
V370233	1,818.14	.00		PAK, TIMOTHY	3955
V370234	2,553.83	.00		PEREZ, JESSICA	4111
V370235	2,331.66	.00		TOMASSETTI, JEEVANI	5623
V370236	1,981.99	.00		TRAN, KRYSTLE	242
V370237	4,066.62	.00		AVERELL, MARK	272
V370238	2,244.95	.00		COLES-GUZMAN, MARY	950
V370239	2,074.24	.00		KENNEDY, SEAN	111
V370240	1,726.03	.00		BELTRAN, CINDY	467
V370241	362.06	.00		CARDENAS, MARGARET	336
V370242	4,730.64	.00		CULL, ROBERT	1012
V370243	2,697.65	.00		LESTER, ALEXANDER	2868
V370244	1,745.39	.00		MACIAS, JUDITH	2996
V370245	2,171.27	.00		MAYORQUIN, RAYMUNDO	221
V370246	2,594.12	.00		TART, ANDRE	5235
V370247	3,967.75	.00		CAMACHO, MARIO	731
V370248	665.63	.00		CASTANEDA, GUADALUPE	280

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SELECTION CRITERIA: checkhis.pay_run='MJ1'
ALL CHECKS

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V370251	2,379.72	.00	DE LA PAZ, TIANNA	297
V370252	401.80	.00	DINH, MICHELLE	433
V370253	5,941.32	.00	FOULKES, MATTHEW	9
V370254	3,467.73	.00	LUNA, HARALD	264
V370255	2,475.39	.00	MCALLEESE, IAN	159
V370256	4,269.06	.00	MESHAM, SWATI	3321
V370257	3,063.12	.00	NAVARRO, SANDRA	93
V370258	393.38	.00	SANTIAGO, MICHELLE	441
V370259	2,427.20	.00	SANTOS, RUTH	4640
V370260	2,458.25	.00	SCHAETZL, RANA	431
V370261	1,556.10	.00	TAE, RAY	5196
V370262	2,108.30	.00	ZAPIEN, ERNESTINE	5777
V370263	2,182.81	.00	ARDAIZ, LANA	190
V370264	3,152.20	.00	DHAUW, MELISSA	1170
V370265	2,782.48	.00	SUAREZ, SARABETH	5169
V370266	2,917.57	.00	YOON, JIWON	91
V370267	450.93	.00	BARR, LISA	366
V370268	2,275.15	.00	COTA, LORRAINE	954
V370269	5,444.35	.00	GEYER, BRADLEY	1692
V370270	4,856.77	.00	HONG, ALEX	2130
V370271	2,478.39	.00	MARTINEZ, JESSICA	2936
V370272	8,125.12	.00	NGUYEN, NGHIA	3755
V370273	6,467.78	.00	NUNES, FRANK	3813
V370274	940.61	.00	CHARNES, LANCE	783
V370275	6,008.35	.00	DIERINGER, RYAN	1145
V370276	3,399.13	.00	JIMENEZ, ROBERT	352
V370277	2,646.77	.00	KIM, HYUN	328
V370278	2,612.28	.00	LAM, DAVID	2790
V370279	516.20	.00	LOVCHIK, MICHAEL	6
V370280	3,546.10	.00	MIKIEWICZ, SIMON	3360
V370281	2,582.73	.00	NOVOTNY, MARY	3705
V370282	2,004.00	.00	SEMAAN, NADIA	4740
V370283	5,007.63	.00	WEAVER, CHAD	5577
V370284	2,588.92	.00	ALCALA, BRITTANY	58
V370285	3,683.95	.00	BARAJAS, MAYRA	357
V370286	2,418.53	.00	BINYON, ERIC	506
V370287	4,699.93	.00	BRANDSTETTER, JAMES	629
V370288	4,050.39	.00	BUTH, CATHERINE	561
V370289	2,831.13	.00	CARPENTER, SCARLET	1663
V370290	421.37	.00	CONN, SANDRA	961
V370291	3,473.59	.00	ESCOBEDO, STACEY	1530
V370292	4,532.14	.00	ESQUETINI, MARIA	1536
V370293	751.50	.00	ESTRELLA, CARL JOSEPH	415
V370294	2,181.77	.00	HERNANDEZ, ISABELLA	112
V370295	3,453.22	.00	MAERKER, ELIZABETH	3017
V370296	4,572.16	.00	MCGRATH, CODY	3220
V370297	665.70	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V370298	893.59	.00	MEONO, ROBIN	351
V370299	2,214.64	.00	MORALES MALDONADO, IVETT	3490
V370300	2,510.84	.00	PALMA CARDENAS, DIANA	3970
V370301	768.67	.00	PARRA, ANGEL	498
V370302	687.31	.00	RAMIREZ, ARIANNA	86
V370303	874.18	.00	RODRIGUEZ VILLA, YARELI	205
V370304	2,101.39	.00	SAUCEDA, CATHLEEN	4645

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SELECTION CRITERIA: checkhis.pay_run='MJ1'
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V370308	687.31	.00	VELLANOWETH, KRISTINE	217
V370309	2,241.68	.00	FIGORE, KATE	1560
V370310	2,884.81	.00	FOX, CHARITY	1641
V370311	906.54	.00	KUHN, MICHELLE	2730
V370312	2,737.56	.00	LARA, KARON	103
V370313	2,800.29	.00	MEDINA, IVONNE	222
V370314	3,502.15	.00	MENDIVEL, CHRISTINA	3299
V370315	2,126.61	.00	NGO, CATHERINE	3752
V370316	2,301.16	.00	PENDLETON, SUN	4080
V370317	1,814.04	.00	TENG, LING-FEI	2871
V370318	2,445.65	.00	UMLAH, AMBER	5435
V370319	8,053.67	.00	BATES, PATRICK	378
V370320	4,445.17	.00	BELTRAN, CHRISTINA	13
V370321	7,244.09	.00	BERNAL, DAVID	480
V370322	4,192.28	.00	BOURNE, CLIFFORD	5612
V370323	5,917.04	.00	BOYD, ROBERT	584
V370324	5,113.20	.00	BOYER, CAMERON	585
V370325	4,421.91	.00	BOYINGTON, DEVIN	594
V370326	4,573.01	.00	BRAVO, ISABEL	420
V370327	4,121.68	.00	BURNETT, DEBORAH	110
V370328	4,430.74	.00	CAMPOS, LOLANI	728
V370329	5,126.71	.00	CARNEY, THOMAS	751
V370330	2,459.06	.00	CERDA, SERGIO	240
V370331	3,731.00	.00	CHAVEZ, ALEJANDRO	182
V370332	3,782.16	.00	CHAVEZ, ANTONY	246
V370333	3,806.45	.00	CHOI, JONATHON	827
V370334	4,466.26	.00	CHRISTIANSEN, ANDREW	97
V370335	3,871.59	.00	CURATOLA, ANTHONY	350
V370336	3,728.67	.00	DAVIS, JONATHAN	1083
V370337	3,763.44	.00	EK, CHRISTOPHER	1477
V370338	6,205.08	.00	ESCAMILLA, MARIO	1529
V370339	4,806.02	.00	ESCOBEDO, DOMINICK	1521
V370340	3,916.22	.00	FRANKLIN, KEVIN	1649
V370341	7,105.33	.00	GALOS, MICHAEL	1680
V370342	5,217.47	.00	GANO, KEVIN	1742
V370343	3,647.57	.00	GONZALEZ, LUIS	164
V370344	5,510.22	.00	GONZALEZ, OSCAR	1785
V370345	5,509.21	.00	HERST, RYAN	2102
V370346	2,152.74	.00	HOGAN, CHRISTIAN MICHAEL	138
V370347	5,890.27	.00	JIMENEZ, GUSTAVO	2285
V370348	6,358.64	.00	LEE, CONNOR	2861
V370349	6,297.15	.00	LEPE, SERGIO	2901
V370350	5,410.53	.00	LIRA, JOSEPH	133
V370351	3,990.23	.00	LOPEZ, GUILLERMO	2958
V370352	5,890.47	.00	LOVETERE, JOSEPH	2962
V370353	3,724.81	.00	MARTINEZ, JESUS	117
V370354	3,747.33	.00	MEDRANO, JULIAN	3223
V370355	4,937.37	.00	MOELLER, SARAH	3590
V370356	3,757.59	.00	MOON, DAVID	3479
V370357	4,512.75	.00	MUNOZ, OSCAR	3605
V370358	4,285.30	.00	MURILLO CASTRO, JULIAN	268
V370359	4,074.87	.00	NGUYEN, ANTHONY	258
V370360	5,845.23	.00	NYHUS, CHRISTOPHER	3808

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SELECTION CRITERIA: checkhis.pay_run='MJ1'
ALL CHECKS

V370361	7,674.88	.00	O'DETTE, DIRK	3823
V370362	4,649.59	.00	OH, WILLIAM	326
V370363	4,072.15	.00	PADILLA, VALERIE	108
V370364	8,039.67	.00	PINO, RICHARD	4171
V370365	5,351.69	.00	PROCEL, ANDY	4243
V370366	4,875.19	.00	RAMIREZ, ANGEL	4314
V370367	3,670.99	.00	RANGEL, PRISCILLA	4337
V370368	4,345.03	.00	REYES, HUGO	98
V370369	3,073.11	.00	RODRIGUEZ, CHRISTIAN	4476
V370370	4,709.57	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V370371	3,775.98	.00	RUBALCAVA, EFRAIN	4590
V370372	4,288.82	.00	TEWELL, MELISSA	5282
V370373	5,289.41	.00	TOMSICK, MARTIN	5360
V370374	2,128.46	.00	TRAN, JENNIFER	9666
V370375	7,613.49	.00	TRAN, TUYET	5424
V370376	3,806.91	.00	TURNER, JERAMIAH	291
V370377	4,941.87	.00	VU, JEFFREY	5519
V370378	5,941.37	.00	WILLIAMS, JUDITH	5660
V370379	2,523.26	.00	WILLIAMS-GIROUX, JACOB	499
V370380	4,097.35	.00	YO, DANIEL	5752
V370381	6,797.98	.00	COLON, BOBBY	900
V370382	6,978.67	.00	JOHNSON, BRYAN	2300
V370383	2,372.05	.00	MAERTZ, DANA	3018
V370384	1,927.63	.00	RANGEL, JENNY	283
V370385	7,495.75	.00	RICE, JAMES	4408
V370386	6,591.18	.00	SALAZAR, RYAN	4626
V370387	7,685.47	.00	SHADDOW, JON-MICHAEL	4837
V370388	2,263.34	.00	SILVA, OSCAR	4886
V370389	1,939.01	.00	VAZQUEZ-CAMACHO, MARLENE	101
V370390	258.80	.00	BAIR, JOHN	284
V370391	491.73	.00	CASEY, DROUETT	771
V370392	1,250.32	.00	PATTON, DANA	4060
V370393	5,315.51	.00	BAILEY, JOHN	355
V370394	4,044.77	.00	BOUDREAU, CORY	583
V370395	2,665.09	.00	BOUDREAU, LAURA	2192
V370396	2,112.64	.00	CHAN, KARA	795
V370397	4,931.44	.00	DAVENPORT, JOSEPH	1094
V370398	3,616.44	.00	GENTNER, GEORGE	1765
V370399	3,501.75	.00	KALAGIAN, BRYANT	2436
V370400	2,826.16	.00	LOMELI, LISBETH	4516
V370401	3,126.54	.00	LOPEZ, VANESSA	2929
V370402	4,375.85	.00	LOPEZ, WILLYVALDO	2941
V370403	3,999.69	.00	LOWE, AUSTIN	2956
V370404	5,372.71	.00	MORALES, FRANK	3489
V370405	1,694.16	.00	O'DETTE, NANCY	1920
V370406	3,288.41	.00	ORTEGA, MICHAEL	104
V370407	3,854.01	.00	PANTOJA, DAVID	3986
V370408	6,025.17	.00	PLUMLEE, ROGER	4180
V370409	4,133.36	.00	SOLIS, DANIEL	5000
V370410	2,155.94	.00	SULLIVAN, STACEY	5160
V370411	3,099.23	.00	TREADWAY, SARA	4210
V370412	4,332.09	.00	VU, KRISTINE	63
V370413	2,496.72	.00	CAPISTRANO, FRANCES	74
V370414	23.70	.00	FIGUEROA, NAYELI	403
V370415	23.70	.00	GARCIA, GABRIEL	407
V370416	1,749.50	.00	IBARRA, KRISTI	88

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ALL CHECKS

V370417	23.70	.00	JAMES, SAGIL	392
V370418	5,039.48	.00	MIKHAEL, MINA	3359
V370419	23.70	.00	SINGHAL, ANNIE	4893
V370420	1,815.55	.00	ALMANZA, MINERVA	79
V370421	3,639.57	.00	ALQAM, NADER	71
V370422	3,623.84	.00	ARABOLU, DEEPTHI	178
V370423	2,506.22	.00	ESPARZA-ALMARAZ, AARON	383
V370424	2,954.81	.00	LANNAN, GREGORY	2791
V370425	2,717.15	.00	LEE, HYANG SUN	430
V370426	2,638.51	.00	PENA, MANUEL	2933
V370427	434.79	.00	SYFRITT, MATTHEW-WAYNE	428
V370428	2,935.66	.00	TRAN, JASON	96
V370429	3,234.34	.00	WRAY, NORMAN	5725
V370430	2,141.98	.00	ZARAGOZA, EDUARDO	5788
V370431	2,717.70	.00	AUBUCHON, LAURIE	250
V370432	1,991.37	.00	GENERA, ELIZABETH	1685
V370433	3,879.96	.00	HUNT, JOSEPH	2249
V370434	1,704.79	.00	LUX, ANDREA	2972
V370435	797.78	.00	ARREOLA, ERIK	223
V370436	2,108.15	.00	BACA, ANDREW	315
V370437	1,216.91	.00	BANUELOS, CHRISTOPHER	345
V370438	2,310.85	.00	BRITO, MICHAEL	642
V370439	3,306.44	.00	ESCATEL-OROSCO, PEDRO	1537
V370440	2,254.60	.00	GONZALEZ, ALEJANDRO	1783
V370441	1,237.52	.00	GUZMAN, KEVIN	132
V370442	3,883.05	.00	LIBUNAO, NINO	2912
V370443	1,122.01	.00	LISCANO, CHRISTOPHER	850
V370444	1,143.79	.00	MARASCO, MATTHEW	289
V370445	1,351.56	.00	MUNOZ, GENE	3600
V370446	1,641.62	.00	MUNOZ, JOHNNY	144
V370447	1,078.63	.00	ORTIZ, RAYMOND	309
V370448	937.15	.00	PRECIADO, CAMDEN	134
V370449	1,216.90	.00	RIOS, DANNY	282
V370450	2,396.24	.00	RIVERA, JOE	4450
V370451	497.71	.00	RODRIGUEZ, NATHANIAL	288
V370452	1,263.45	.00	RODRIGUEZ, OSCAR	131
V370453	1,317.19	.00	SERNA, JUAN	4728
V370454	3,169.39	.00	TORREZ, JAVIER	69
V370455	1,887.23	.00	VAZQUEZ, JOE	5473
V370456	2,766.07	.00	CARRILLO, EDWARD	765
V370457	2,402.87	.00	ELLS, ZACHARY	1500
V370458	1,601.72	.00	ENNIS, JOSEPH	262
V370459	2,714.40	.00	FINCH, BARRETT	1574
V370460	3,734.40	.00	HAGAN, KEVIN	1947
V370461	2,678.37	.00	KVENBO, SCOTT	2750
V370462	1,695.51	.00	MARTINEZ, MARCO	215
V370463	3,990.71	.00	MC GEE, MICHAEL	9306
V370464	2,950.44	.00	MENDOZA, JOHN	3292
V370465	2,395.67	.00	MILLER, DAVID	3390
V370466	3,526.39	.00	MOJARRO, ANDREW	3082
V370467	3,145.90	.00	MOORE, FRANK	3486
V370468	4,016.61	.00	ROMERO, FIDEL	4530
V370469	2,098.45	.00	SANCHEZ, JUAN	4617
V370470	2,025.39	.00	SPEAR, ANTHONY	5011
V370471	2,582.70	.00	STEPHENSON, MARK	5122
V370472	1,948.72	.00	TAVARES, JAMEY	5231

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ALL CHECKS

V370473	3,166.50	.00	VENEGAS MENDEZ, JAVIER	5491
V370474	497.70	.00	ALVAREZ, CARLOS	136
V370475	2,302.88	.00	DAHL, TERRY	1084
V370476	2,302.87	.00	GARCIA ORTEGA, JOSE	1636
V370477	1,823.05	.00	GRIMES, DAVID	1881
V370478	2,532.70	.00	KOSS, MICHAEL	2718
V370479	2,887.99	.00	MARTINEZ, GABRIEL	3139
V370480	2,355.93	.00	MELLADO, KIM	3289
V370481	2,564.94	.00	MERROW, MATTHEW	3316
V370482	2,145.27	.00	OTTEN, DAVID	3869
V370483	2,388.88	.00	PEREZ, ADRIAN	257
V370484	3,258.69	.00	PORTER, JEFFREY	4174
V370485	2,634.01	.00	RODRIGUEZ, EDWARD	4479
V370486	497.70	.00	RUIZ, ALEJANDRO	416
V370487	743.23	.00	SOLOMAN, CARLOS	4891
V370488	1,674.19	.00	TORRES, SALVADOR	234
V370489	2,093.77	.00	WELLS, ANTHONY	5610
V370490	389.50	.00	AVERELL, ANDREW	349
V370491	3,248.95	.00	CAMPIZTA, ADAM	225
V370492	2,817.23	.00	MACIAS, RAYMOND	2998
V370493	1,945.05	.00	MILLER-SPARKS, WILLIAM	216
V370494	2,284.49	.00	WEAR, JOHN	5606
V370495	6,167.76	.00	BOX, JAMES	576
V370496	1,888.57	.00	CHAVEZ, ARIANA	788
V370497	1,706.84	.00	CONTRERAS, SAUL	95
V370498	3,359.60	.00	KURATA, DALE	2749
V370499	2,256.27	.00	MARTINEZ, SERENA	3147
V370500	1,102.37	.00	REYNOLDS, BRANDON	4384
V370501	378.09	.00	SANCHEZ, CHRISTOPHER	236
V370502	2,235.79	.00	SANCHEZ-REYES, KEVIN	83
V370503	3,213.50	.00	SAUCEDA, MARK	4642
V370504	411.76	.00	ALVARADO, ADRIAN	89
V370505	99.54	.00	BAHENA, PEDRO	148
V370506	378.09	.00	CARNES, ALISSA	34
V370507	584.41	.00	CISNEROS, MICHELLE	812
V370508	49.77	.00	GARCIA, MICHELE	171
V370509	165.90	.00	GRANADOS, REGINA	145
V370510	323.50	.00	GRANDE, DANIELLE	124
V370511	505.99	.00	GUERRA, ATHZIRI	141
V370512	597.91	.00	GUTIERREZ, MICHELLE	1925
V370513	227.18	.00	HERNANDEZ, KATE	2091
V370514	490.87	.00	HOLLOWAY, ELIZABETH	2185
V370515	406.45	.00	JUBRAN, NOAH	127
V370516	16.59	.00	LEWIS, ALEC	266
V370517	175.85	.00	MAGANA, ADAM	173
V370518	570.18	.00	MEZA, ADRIAN	122
V370519	617.49	.00	MORENO, ANDREW	161
V370520	398.16	.00	NGHIEM, NATALIE	249
V370521	123.10	.00	NUNEZ, HAZEL	3806
V370522	454.36	.00	ONTIVEROS, IZABELLA	3864
V370523	404.46	.00	RIVERA GOMEZ, YAMILEX	4432
V370524	356.68	.00	ROGERS, AKILI	37
V370525	.00	.00	ROQUE, KATRINA	38
V370526	141.99	.00	RUSSELL, JEFFREY	150
V370527	345.50	.00	STRICKLER, LINDA	5135
V370528	630.42	.00	THOMSEN, MATTHEW	194

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SELECTION CRITERIA: checkhis.pay_run='MJ1'
ALL CHECKS

V370529	2,543.31	.00	VAN SICKLE, MICHELLE	2076
V370530	364.98	.00	VAZQUEZ, OSCAR	152
V370531	431.34	.00	VELOZ, SABRINA	146
V370532	190.78	.00	WONGSUPHAKPHAN, BRIANNA	337
V370533	315.40	.00	RODRIGUEZ, PERLA	4488
V370534	527.56	.00	SINGH, YASHPREET	48
V370535	116.13	.00	SMITH, JOHN	210
V370536	360.51	.00	ZAPATA, ALEXANDRIA	303
V370537	457.22	.00	AGUILAR, KALVIN	23
V370538	298.62	.00	BARTOLO, BRYAN	338
V370539	383.94	.00	BUSTAMANTE VALLADARES, DIANA	285
V370540	175.85	.00	CABUSAO, NINA MARINELLA	729
V370541	265.44	.00	CARDENAS, DIEGO	275
V370542	609.18	.00	CASTILLO, DARLENE	119
V370543	694.63	.00	CERVANTES, BRIANA	757
V370544	91.24	.00	CLARK-PRUDHOMME, MACKENZIE	206
V370545	2,084.91	.00	DAVIS, TANIKA	1082
V370546	454.36	.00	DETERDING, CARSON	1132
V370547	1,925.77	.00	GILLIAM, VERONICA	218
V370548	648.67	.00	GUERRA, ROCCO	44
V370549	368.38	.00	HONG, YI	2189
V370550	3,063.88	.00	HURTADO, MARIA	353
V370551	351.71	.00	JIMENEZ, GLADIS	434
V370552	853.16	.00	MARQUEZ PINEDO, ANALISA	3118
V370553	466.69	.00	MINIKEY, MOLLY	425
V370554	273.73	.00	MORISON, MATTHEW	243
V370555	2,102.27	.00	NIELSEN, ROSEMARY	3760
V370556	1,729.78	.00	NORIEGA, MICHELLE	3782
V370557	207.38	.00	ONTIVEROS, STEVEN	342
V370558	61.56	.00	RUIZ, ANA	4591
V370559	165.90	.00	SERRATOS, DARIAN	160
V370560	364.98	.00	SOSA, ELIANNA	341
V370561	901.96	.00	SOTO, JOSE	229
V370562	527.56	.00	TAILOR, DIYA	175
V370563	369.29	.00	VALDEZ, NATALIA	46
V370564	157.61	.00	VEGA-MATA, PEDRO	278
V370565	431.34	.00	ZAZUETA, RYAN	267
PAYRUN TOTAL				
CHECK: 367	945,935.85	.00		
TOTAL				
CHECKS: 367	945,935.85	.00		

TREASURER'S REPORT FOR THE MONTH OF DECEMBER 2023

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	CONSENT CALENDAR Item: 4C
Presented By	Prepared By
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
Approved By	
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 14, 2023, 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 December 2023. 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 December 31, 2023

DESCRIPTION	City	RDA	Total
	Book Balance	Bond Proceeds Series B	
Union Bank - City Checking Account	5,059,068.29	-	5,059,068.29
Union Bank - Outstanding checks	(703,275.29)	-	(703,275.29)
Union Bank - Outstanding deposits	2,918,236.85	-	2,918,236.85
	<u>7,274,029.85</u>	<u>-</u>	<u>7,274,029.85</u>
Local Agency Investment Fund	16,560,634.83	-	16,560,634.83
Governmental Agency Securities	33,073,168.90	-	33,073,168.90
Commercial Paper	971,071.11	-	971,071.11
Money Market Mutual	125,429.15	1,263,915.42	1,389,344.57
Supranational	3,383,135.00	-	3,383,135.00
Corporate	21,668,531.85	-	21,668,531.85
U S Treasury	43,860,279.33	-	43,860,279.33
	<u>119,642,250.17</u>	<u>1,263,915.42</u>	<u>120,906,165.59</u>
Total	<u>126,916,280.02</u>	<u>1,263,915.42</u>	<u>128,180,195.44</u>
	103,081,615.34		

Fund Description	Cash Balance
11 - General Fund	47,140,826.27
12 - Economic Development Fund	8,094,154.04
17 - Opioid Settlement Fund	173,104.76
18 - Local Law Enforcement Fund	63,003.84
20 - Asset Forfeiture Fund	582,420.79
21 - Capital Project Fund	(567,103.84)
22 - Prop 172 PD Augment Fund	168,858.37
23 - State Law Enf Supp Fund	145,513.11
24 - State Gas Tax Fund	4,761,522.98
25 - Measure M2	2,877,325.99
28 - HOME Deferred Loan Fund	1,711,321.08
29 - Economic Development Fund (CDBG)	(112,741.53)
30 - State OCATT Fund	(4,470.00)
31 - Calhome Program	1,192,194.96
32 - Park In-Lieu Fund	1,063,780.51
33 - Traffic Congestion Relief Fund	41,034.11
40 - AB 2766 (AQMD) Fund	610,878.87
52 - Water Enterprise Fund	36,767,214.92
62 - Workers' Comp Self-Ins Fund	2,296,903.51
63 - Public Liab Self-Ins Fund	1,925,837.62
65 - Accrued Leave Fund	78,832.13
71 - Equip Maint & Replacement Fund	7,501,785.98
73 - Payroll Revolving Fund	-
74 - Management Info Systems Fund	1,716,242.73
77 - Gov't Buildings Maintenance Fund	719,212.26
96 - Tourism & Marketing Dist	456,354.77
97 - Successor Fund to RDA	5,809,640.11
98 - Housing Successor Fund	2,966,547.10
Total Cash	<u>128,180,195.44</u>

* 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 CHARACTERISTICS

Average Modified Duration	1.99
Average Coupon	2.43%
Average Purchase YTM	2.85%
Average Market YTM	4.51%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.14 yrs
Average Life	2.13 yrs

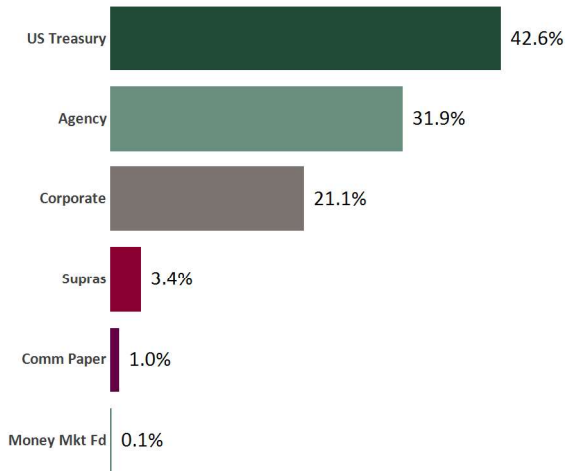
ACCOUNT SUMMARY

	Beg. Values as of 11/30/23	End Values as of 12/31/23
Market Value	100,394,799	101,547,565
Accrued Interest	591,458	654,994
Total Market Value	100,986,257	102,202,559
Income Earned	239,874	244,249
Cont/WD		-7,683
Par	104,295,274	104,505,429
Book Value	103,175,790	103,348,820
Cost Value	102,976,792	103,081,615

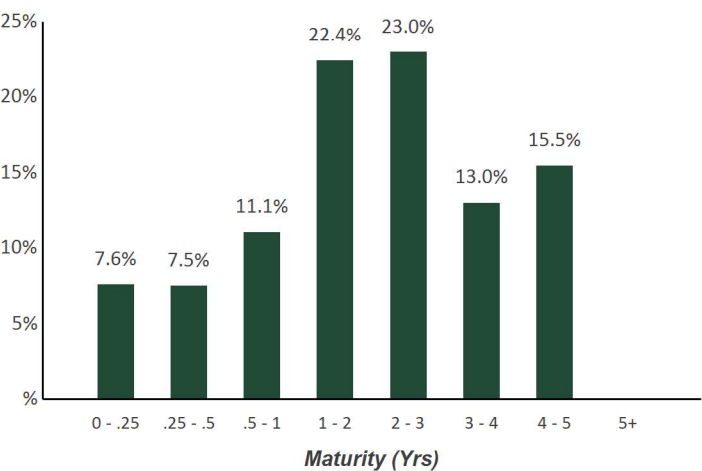
TOP ISSUERS

Government of United States	42.6%
Federal Home Loan Bank	11.3%
Federal Farm Credit Bank	8.9%
Federal National Mortgage Assoc	7.7%
Federal Home Loan Mortgage Corp	3.9%
Inter-American Dev Bank	1.9%
Intl Bank Recon and Development	1.5%
Paccar Financial	1.2%
Total	79.0%

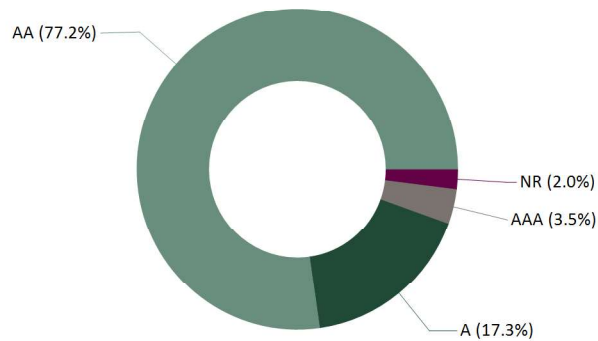
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	12/31/2005
City of Buena Park Core	1.21%	2.77%	4.71%	4.71%	0.36%	-0.03%	1.54%	1.32%	2.23%
ICE BofA 0-5 Yr US Treasury Index	1.26%	2.72%	4.49%	4.49%	0.19%	-0.15%	1.38%	1.19%	2.05%

Statement of Compliance

As of December 31, 2023



City of Buena Park

Assets managed by Chandler Asset Management are in full compliance with state law and with the Client's investment policy.

Category	Standard	Comment
U.S. Treasuries	No limitations; U.S. Treasury and other government obligations for which the full faith and credit of the U.S. are pledged for the payment of principal and interest.	<i>Complies</i>
Federal Agencies	30% max per U.S. Agency issuer; 20% max callable agency securities; Federal Agency or U.S. government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or U.S. government-sponsored enterprises.	<i>Complies</i>
Supranational Obligations	"AA" rating category or higher by a NRSRO; 30% max; 10% max per issuer; USD denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, or IADB	<i>Complies</i>
Municipal Securities	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; Include obligations of the City, the State of California and any local agency within the State of California; Any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.	<i>Complies</i>
Corporate Medium Term Notes	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	<i>Complies</i>
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% combined maximum; From issuers not defined in the U.S. Treasury Securities or U.S. Government Agency Obligations sections of the Authorized and Suitable Investments section of the investment policy.	<i>Complies</i>
Negotiable Certificates of Deposit (NCDs)	"A-1" short term rated or higher by a NRSRO; and/ or "A" long-term issuer rating category or higher by a NRSRO; 30% max; 5% max per issuer	<i>Complies</i>
FDIC Insured Time Deposits (Non-negotiable CD/TD)	Non-Negotiable Certificates of Deposit in state or federally chartered banks, savings and loans, or credit unions; The amount per institution is limited to maximum covered under FDIC; 20% max combined FDIC & Collateralized CD/TD; 5% max per issuer	<i>Complies</i>
Collateralized Time Deposits (Non-negotiable CD/TD)	Non-Negotiable Certificates of Deposit in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law; 20% max combined FDIC & Collateralized CD/TD; 5% max per issuer	<i>Complies</i>
Banker's Acceptances	"A-1" short term rated or higher by a NRSRO; and "A" long term debt rating category or higher by a NRSRO; 20% max; 5% max per issuer; 180 days max maturity	<i>Complies</i>
Commercial Paper	25% max; 5% max per issuer; 270 days maturity; 10% maximum of the outstanding commercial paper of any single issuer; Issued by an entity that meets all of the following conditions in either (a) or (b): a. Securities issued by corporations: (i) organized and operating within the U.S. with assets > \$500 million; (ii) "A-1" rated or better by a NRSRO; (iii) "A" rating or better by a NRSRO, if issuer has debt obligations. b. Securities issued by other entities: (i) organized within the U.S. as a special purpose corporation, trust, or limited liability company; (ii) must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond; (iii) rated "A-1" or better by a NRSRO.	<i>Complies</i>

Money Market Mutual Funds	Registered with SEC under Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria: (i) Highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience managing money market mutual funds with AUM >\$500 million; 20% max combined Money Market Mutual Funds and Mutual Funds	<i>Complies</i>
Mutual Funds	Invest in securities as authorized under CGC, Section 53601 (a) to (k) and (m) to (q) inclusive and meet either of the following criteria: (i) Highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience investing in securities authorized by CGC, Section 53601 and with AUM >\$500 million; 20% max combined Money Market Mutual Funds and Mutual Funds; 10% max per Mutual Fund	<i>Complies</i>
Local Agency Investment Fund (LAIF)	Maximum permitted amount in LAIF; 35% max of portfolio; Not used by investment adviser	<i>Complies</i>
Repurchase Agreements	15% max; 30 days max maturity; 102% Collateralized; Not used by investment adviser	<i>Complies</i>
Prohibited Securities	Any investments not specifically described in the policy; Futures and options; Inverse floaters; Ranges notes, Mortgage derived interest-only strips; Zero interest accrual securities if held to maturity; Trading securities for the sole purpose of speculating in the future direction of interest rates; Purchasing or selling securities on margin, Reverse Repurchase Agreements; Securities lending; Foreign Currency denominated securities	<i>Complies</i>
Socially Responsible Investing	No investments are to be made in companies: 1) whose primary business is the extraction, refining, processing, or distribution of fossil fuels; 2) that source the majority of their revenues from the production of tobacco-related products; 3) that source the majority of their revenues from the production of firearms, weapons, or nuclear power with the exception of those used for national defense of the U.S.; The City will strive to make investments in entities that support a clean and healthy environment, promote economic development, fair labor practices, and support equality of rights regardless of sex, race, age, disability, or sexual orientation	<i>Complies</i>
Max Per Issuer	5% max per single issuer, except U.S. Government, its agencies and enterprises, money market funds, local government pools, supranationals, or unless otherwise stated in the policy	<i>Complies</i>
Maximum Maturity	5 years	<i>Complies</i>
The City has sufficient resources to meet expenditures for the next six (6) months.	City's total General Fund operating budget for FY 2022-2023 is \$81.2 million.*	<i>Complies</i>

*Source: City of Buena Park.

Reconciliation Summary

As of December 31, 2023



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$103,175,789.58
<u>Acquisition</u>		
+ Security Purchases	\$1,929,020.00	
+ Money Market Fund Purchases	\$1,764,392.74	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$3,693,412.74
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$1,946,554.72	
- MMF Withdrawals	\$7,682.79	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$1,600,000.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$3,554,237.51
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$33,854.96	
		\$33,854.96
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$103,348,819.77

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$315,273.92
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$161,986.81	
Dividend Received	\$2,405.93	
Principal on Maturities	\$1,600,000.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$1,764,392.74	
<u>Dispositions</u>		
Withdrawals	\$7,682.79	
Security Purchase	\$1,929,020.00	
Accrued Interest Paid	\$17,534.72	
Total Dispositions	\$1,954,237.51	
ENDING BOOK VALUE		\$125,429.15

Holdings Report

As of December 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G0V34	FNMA Note 2.5% Due 2/5/2024	925,000.00	03/06/2019 2.58%	921,808.75 924,937.78	99.73 5.27%	922,544.13 9,378.47	0.91% (2,393.65)	Aaa / AA+ AA+	0.10 0.09
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	1,600,000.00	04/16/2019 2.47%	1,593,136.00 1,599,742.65	99.47 5.21%	1,591,523.20 11,927.78	1.57% (8,219.45)	Aaa / AA+ NR	0.19 0.18
3133EKNX0	FFCB Note 2.16% Due 6/3/2024	1,500,000.00	07/08/2019 1.94%	1,515,675.00 1,501,347.82	98.75 5.18%	1,481,254.50 2,520.00	1.45% (20,093.32)	Aaa / AA+ AA+	0.42 0.41
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	1,500,000.00	06/12/2019 2.00%	1,562,100.00 1,505,608.37	98.93 5.29%	1,483,933.50 2,036.46	1.45% (21,674.87)	Aaa / AA+ NR	0.45 0.44
3135G0V75	FNMA Note 1.75% Due 7/2/2024	1,300,000.00	07/23/2019 1.89%	1,291,602.00 1,299,148.57	98.33 5.15%	1,278,317.30 11,311.81	1.26% (20,831.27)	Aaa / AA+ AA+	0.50 0.49
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	1,400,000.00	09/13/2019 1.78%	1,472,646.00 1,410,195.93	98.60 4.93%	1,380,346.80 12,075.00	1.36% (29,849.13)	Aaa / AA+ NR	0.70 0.68
3133XVDG3	FHLB Note 4.375% Due 9/13/2024	1,500,000.00	10/04/2022 4.25%	1,503,525.00 1,501,272.78	99.52 5.07%	1,492,807.50 19,687.50	1.48% (8,465.28)	Aaa / AA+ NR	0.70 0.67
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,200,000.00	03/31/2020 0.53%	1,259,004.00 1,210,249.19	97.45 4.96%	1,169,424.00 4,116.67	1.15% (40,825.19)	Aaa / AA+ AA+	0.79 0.77
3137EAEPO	FHLMC Note 1.5% Due 2/12/2025	1,350,000.00	03/04/2020 0.87%	1,391,053.50 1,359,279.68	96.54 4.72%	1,303,302.15 7,818.75	1.28% (55,977.53)	Aaa / AA+ AA+	1.12 1.08
3130AUZC1	FHLB Note 4.625% Due 3/14/2025	1,000,000.00	03/16/2023 4.36%	1,004,960.00 1,002,984.18	100.02 4.61%	1,000,156.00 13,746.53	0.99% (2,828.18)	Aaa / AA+ NR	1.20 1.14
3135G03U5	FNMA Note 0.625% Due 4/22/2025	1,300,000.00	08/11/2020 0.43%	1,311,492.00 1,303,198.18	95.08 4.54%	1,236,014.00 1,557.29	1.21% (67,184.18)	Aaa / AA+ AA+	1.31 1.27
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	1,400,000.00	06/18/2020 0.52%	1,398,866.00 1,399,668.63	94.36 4.53%	1,321,089.00 272.22	1.29% (78,579.63)	Aaa / AA+ AA+	1.46 1.42
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	1,300,000.00	08/11/2020 0.43%	1,296,334.00 1,298,847.77	93.97 4.43%	1,221,646.40 2,166.67	1.20% (77,201.37)	Aaa / AA+ AA+	1.56 1.52
3135G05X7	FNMA Note 0.375% Due 8/25/2025	1,000,000.00	02/16/2021 0.52%	993,538.00 997,640.92	93.49 4.51%	934,917.00 1,312.50	0.92% (62,723.92)	Aaa / AA+ AA+	1.65 1.61
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	1,500,000.00	10/19/2020 0.47%	1,492,845.00 1,497,490.38	93.33 4.43%	1,399,992.00 1,531.25	1.37% (97,498.38)	Aaa / AA+ AA+	1.73 1.68
3135G06G3	FNMA Note 0.5% Due 11/7/2025	1,100,000.00	11/18/2020 0.52%	1,099,021.00 1,099,635.17	93.15 4.40%	1,024,596.10 825.00	1.00% (75,039.07)	Aaa / AA+ AA+	1.85 1.80

Holdings Report

As of December 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3130ATUC9	FHLB Note 4.5% Due 12/12/2025	895,000.00	05/31/2023 4.31%	899,072.25 898,130.13	100.23 4.37%	897,100.57 2,125.63	0.88% (1,029.56)	Aaa / AA+ NR	1.95 1.84
3133EPLC7	FFCB Note 4.125% Due 2/26/2026	2,000,000.00	06/07/2023 4.37%	1,987,746.00 1,990,297.89	99.89 4.17%	1,997,890.00 28,645.83	1.98% 7,592.11	Aaa / NR AA+	2.16 2.01
3130AUU36	FHLB Note 4.125% Due 3/13/2026	1,000,000.00	03/16/2023 4.23%	997,070.00 997,848.11	99.71 4.26%	997,136.00 12,375.00	0.99% (712.11)	Aaa / AA+ NR	2.20 2.06
3133EPHH1	FFCB Note 4% Due 4/28/2026	2,000,000.00	05/09/2023 3.90%	2,005,460.00 2,004,271.29	99.59 4.18%	1,991,868.00 14,000.00	1.96% (12,403.29)	Aaa / AA+ AA+	2.33 2.18
3130AWLZ1	FHLB Note 4.75% Due 6/12/2026	1,000,000.00	08/24/2023 4.82%	998,180.00 998,405.04	101.25 4.20%	1,012,528.00 2,506.94	0.99% 14,122.96	Aaa / AA+ NR	2.45 2.29
3133EPZY4	FFCB Note 5% Due 7/30/2026	1,000,000.00	10/31/2023 5.06%	998,600.00 998,685.23	102.09 4.14%	1,020,853.00 8,472.22	1.01% 22,167.77	Aaa / AA+ NR	2.58 2.39
3130AWTR1	FHLB Note 4.375% Due 9/8/2028	1,600,000.00	09/11/2023 4.50%	1,591,334.40 1,591,862.04	101.84 3.94%	1,629,505.60 28,583.33	1.62% 37,643.56	Aaa / AA+ NR	4.69 4.14
3133EPC45	FFCB Note 4.625% Due 11/13/2028	2,500,000.00	11/14/2023 4.73%	2,488,100.00 2,488,406.47	103.10 3.92%	2,577,422.50 15,416.67	2.54% 89,016.03	Aaa / AA+ NR	4.87 4.31
Total Agency		32,870,000.00	2.64%	33,073,168.90 32,879,154.20	4.57%	32,366,167.25 214,409.52	31.88% (512,986.95)	Aaa / AA+ AA+	1.78 1.65
COMMERCIAL PAPER									
62479LAR6	MUFG Bank Ltd Discount CP 5.66% Due 1/25/2024	1,000,000.00	07/24/2023 5.91%	971,071.11 971,071.11	97.11 5.91%	971,071.11 25,155.56	0.97% 0.00	P-1 / A-1 NR	0.07 0.07
Total Commercial Paper		1,000,000.00	5.91%	971,071.11 971,071.11	5.91%	971,071.11 25,155.56	0.97% 0.00	P-1 / A-1 NR	0.07 0.07
CORPORATE									
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	685,000.00	03/01/2021 0.47%	684,513.65 684,992.58	99.79 5.10%	683,583.42 1,404.25	0.67% (1,409.16)	A2 / A A+	0.05 0.04
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,000,000.00	05/26/2021 0.46%	1,007,730.00 1,000,372.53	98.97 5.60%	989,729.00 2,145.83	0.97% (10,643.53)	A2 / A- A	0.21 0.21
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	495,000.00	05/10/2021 0.50%	494,277.30 494,912.96	98.23 5.40%	486,252.36 303.19	0.48% (8,660.60)	A1 / AA AA-	0.36 0.36

Holdings Report

As of December 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
14913R2L0	Caterpillar Financial Service Note 0.45% Due 5/17/2024	750,000.00	05/10/2021 0.50%	748,995.00 749,874.38	98.16 5.41%	736,215.75 412.50	0.72% (13,658.63)	A2 / A A+	0.38 0.37
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	145,000.00	06/29/2021 0.64%	144,926.05 144,986.81	97.48 5.43%	141,344.84 417.88	0.14% (3,641.97)	A2 / A+ NR	0.54 0.52
69371RQ66	Paccar Financial Corp Note 1.8% Due 2/6/2025	750,000.00	06/09/2022 3.35%	720,862.50 737,912.00	96.79 4.84%	725,907.75 5,437.50	0.72% (12,004.25)	A1 / A+ NR	1.10 1.06
87612EBL9	Target Corp Callable Note Cont 4/15/25 2.25% Due 4/15/2025	700,000.00	03/14/2022 2.55%	693,847.00 697,431.70	96.96 4.70%	678,730.50 3,325.00	0.67% (18,701.20)	A2 / A A	1.29 1.24
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	750,000.00	08/12/2021 0.96%	774,285.00 758,716.77	95.88 5.09%	719,066.25 2,312.50	0.71% (39,650.52)	A2 / A- AA-	1.33 1.29
91159HHZ6	US Bancorp Callable Note Cont 4/11/2025 1.45% Due 5/12/2025	1,000,000.00	12/29/2021 1.33%	1,003,770.00 1,001,467.69	95.17 5.16%	951,707.00 1,973.61	0.93% (49,760.69)	A3 / A A	1.36 1.32
78015K7H1	Royal Bank of Canada Note 1.15% Due 6/10/2025	750,000.00	05/20/2021 0.95%	756,082.50 752,164.68	94.77 4.95%	710,755.50 503.13	0.70% (41,409.18)	A1 / A AA-	1.44 1.40
89114QCK2	Toronto Dominion Bank Note 0.75% Due 9/11/2025	1,000,000.00	05/26/2021 0.91%	993,120.00 997,282.25	93.31 4.91%	933,063.00 2,291.67	0.92% (64,219.25)	A1 / A AA-	1.70 1.64
89236TKK0	Toyota Motor Credit Corp Note 5.4% Due 11/10/2025	1,000,000.00	11/08/2022 5.36%	1,000,960.00 1,000,594.74	101.55 4.52%	1,015,454.00 7,650.00	1.00% 14,859.26	A1 / A+ A+	1.86 1.74
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	750,000.00	05/05/2021 1.14%	777,262.50 758,993.23	95.78 5.45%	718,386.75 2,994.31	0.71% (40,606.48)	A1 / A- AA-	2.31 1.26
00440EAV9	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 5/3/2026	1,000,000.00	03/16/2023 4.64%	962,870.00 972,217.64	97.29 4.58%	972,850.00 5,397.22	0.96% 632.36	A3 / A A	2.34 2.21
06428CAA2	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	1,000,000.00	08/24/2023 5.47%	1,001,440.00 1,001,272.93	101.85 4.74%	1,018,459.00 20,415.50	1.02% 17,186.07	Aa1 / A+ AA	2.63 2.31
61690U7W4	Morgan Stanley Bank NA Callable Note Cont 9/30/2026 5.882% Due 10/30/2026	1,000,000.00	10/31/2023 5.91%	999,160.00 999,206.11	102.82 4.77%	1,028,226.00 9,803.33	1.02% 29,019.89	Aa3 / A+ AA-	2.83 2.50
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	500,000.00	03/14/2022 2.73%	489,930.00 493,549.68	94.58 4.12%	472,898.50 3,386.11	0.47% (20,651.18)	Aa2 / AA A+	3.21 3.02

Holdings Report

As of December 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
09247XAN1	Blackrock Inc Note 3.2% Due 3/15/2027	750,000.00	06/03/2022 3.36%	744,562.50 746,351.07	96.86 4.26%	726,486.75 7,066.67	0.72% (19,864.32)	Aa3 / AA- NR	3.21 2.98
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	500,000.00	06/09/2022 3.59%	493,600.00 495,655.98	97.07 4.26%	485,353.00 3,575.00	0.48% (10,302.98)	A1 / AA AA-	3.28 3.05
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	750,000.00	06/29/2022 3.91%	752,805.00 751,922.00	98.65 4.44%	739,851.00 4,250.00	0.73% (12,071.00)	A2 / A+ A+	3.36 3.09
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	750,000.00	09/08/2022 3.92%	751,140.00 750,837.19	99.44 4.11%	745,827.00 9,216.67	0.74% (5,010.19)	Aa2 / AA AA	3.69 3.36
91324PDE9	United Health Group Inc Note 2.95% Due 10/15/2027	750,000.00	12/28/2022 4.66%	695,400.00 706,850.40	94.94 4.41%	712,024.50 4,670.83	0.70% 5,174.10	A2 / A+ A	3.79 3.51
037833DK3	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	1,000,000.00	01/27/2023 4.12%	951,990.00 961,196.27	95.96 4.14%	959,631.00 4,000.00	0.94% (1,565.27)	Aaa / AA+ NR	3.87 3.59
69371RS31	Paccar Financial Corp Note 4.6% Due 1/10/2028	500,000.00	01/27/2023 4.30%	506,670.00 505,432.08	100.86 4.37%	504,287.50 10,925.00	0.50% (1,144.58)	A1 / A+ NR	4.03 3.57
713448FL7	Pepsico Inc. Callable Note Cont 1/18/2028 3.6% Due 2/18/2028	1,000,000.00	03/16/2023 4.29%	969,840.00 974,659.55	97.89 4.16%	978,907.00 13,300.00	0.97% 4,247.45	A1 / A+ NR	4.14 3.74
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	1,000,000.00	03/16/2023 4.53%	1,015,050.00 1,012,632.90	103.07 4.05%	1,030,725.00 15,166.67	1.02% 18,092.10	Aa3 / A+ NR	4.19 3.65
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	1,000,000.00	05/09/2023 4.07%	999,240.00 999,335.26	99.56 4.16%	995,605.00 4,950.00	0.98% (3,730.26)	A1 / A+ NR	4.38 3.89
24422EXB0	John Deere Capital Corp Note 4.95% Due 7/14/2028	535,000.00	07/11/2023 4.98%	534,202.85 534,277.46	102.52 4.33%	548,484.68 12,284.94	0.55% 14,207.22	A2 / A A+	4.54 3.95
Total Corporate		21,810,000.00	3.14%	21,668,531.85 21,685,098.84	4.67%	21,409,812.05 159,579.31	21.10% (275,286.79)	A1 / A+ A+	2.48 2.24

Holdings Report

As of December 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
60934N104	Federated Investors Government Obligations Fund	125,429.15	Various 5.22%	125,429.15 125,429.15	1.00 5.22%	125,429.15 0.00	0.12% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		125,429.15	5.22%	125,429.15 125,429.15	5.22%	125,429.15 0.00	0.12% 0.00	Aaa / AAA AAA	0.00 0.00
SUPRANATIONAL									
459058KT9	Intl. Bank Recon & Development Note 3.5% Due 7/12/2028	1,500,000.00	07/24/2023 4.19%	1,454,115.00 1,458,139.11	97.91 4.01%	1,468,698.00 24,645.83	1.46% 10,558.89	Aaa / AAA NR	4.53 4.07
4581X0DC9	Inter-American Dev Bank Note 3.125% Due 9/18/2028	2,000,000.00	12/28/2023 3.96%	1,929,020.00 1,929,143.44	96.18 4.02%	1,923,500.00 17,881.94	1.90% (5,643.44)	Aaa / AAA NR	4.72 4.29
Total Supranational		3,500,000.00	4.06%	3,383,135.00 3,387,282.55	4.02%	3,392,198.00 42,527.77	3.36% 4,915.45	Aaa / AAA NR	4.64 4.19
US TREASURY									
912828V80	US Treasury Note 2.25% Due 1/31/2024	1,300,000.00	04/29/2019 2.33%	1,295,531.25 1,299,922.82	99.75 5.17%	1,296,765.60 12,240.49	1.28% (3,157.22)	Aaa / AA+ AA+	0.08 0.08
91282CEA5	US Treasury Note 1.5% Due 2/29/2024	1,100,000.00	06/29/2023 5.48%	1,071,640.63 1,093,142.61	99.39 5.19%	1,093,325.20 5,575.55	1.08% 182.59	Aaa / AA+ AA+	0.16 0.16
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	1,500,000.00	06/29/2021 0.42%	1,498,125.00 1,499,806.99	98.63 5.19%	1,479,375.00 1,198.77	1.45% (20,431.99)	Aaa / AA+ AA+	0.29 0.29
91282CEX5	US Treasury Note 3% Due 6/30/2024	2,000,000.00	05/31/2023 5.17%	1,954,921.88 1,979,343.95	98.95 5.15%	1,979,062.00 164.84	1.94% (281.95)	Aaa / AA+ AA+	0.50 0.49
912828YE4	US Treasury Note 1.25% Due 8/31/2024	1,500,000.00	05/26/2021 0.37%	1,542,773.44 1,508,719.75	97.55 5.04%	1,463,262.00 6,335.85	1.44% (45,457.75)	Aaa / AA+ AA+	0.67 0.65
912828YM6	US Treasury Note 1.5% Due 10/31/2024	1,500,000.00	10/04/2022 4.14%	1,422,187.50 1,468,751.65	97.29 4.86%	1,459,336.50 3,832.42	1.43% (9,415.15)	Aaa / AA+ AA+	0.84 0.81
912828YV6	US Treasury Note 1.5% Due 11/30/2024	1,500,000.00	08/26/2021 0.51%	1,547,988.28 1,513,457.67	96.99 4.90%	1,454,883.00 1,967.21	1.43% (58,574.67)	Aaa / AA+ AA+	0.92 0.89

Holdings Report

As of December 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CDN8	US Treasury Note 1% Due 12/15/2024	1,500,000.00	12/15/2021 0.97%	1,501,113.28 1,500,354.83	96.43 4.86%	1,446,504.00 696.72	1.42% (53,850.83)	Aaa / AA+ AA+	0.96 0.93
912828Z52	US Treasury Note 1.375% Due 1/31/2025	1,300,000.00	08/12/2021 0.55%	1,336,714.84 1,311,475.20	96.48 4.74%	1,254,246.50 7,480.30	1.23% (57,228.70)	Aaa / AA+ AA+	1.09 1.05
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	1,250,000.00	03/29/2021 0.61%	1,244,531.25 1,248,296.86	95.08 4.60%	1,188,525.00 1,588.11	1.16% (59,771.86)	Aaa / AA+ AA+	1.25 1.22
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	1,500,000.00	05/26/2021 0.57%	1,481,250.00 1,493,395.90	94.18 4.55%	1,412,637.00 327.87	1.38% (80,758.90)	Aaa / AA+ AA+	1.42 1.38
91282CFE6	US Treasury Note 3.125% Due 8/15/2025	2,000,000.00	05/31/2023 4.36%	1,948,281.25 1,962,013.03	98.01 4.41%	1,960,156.00 23,607.34	1.94% (1,857.03)	Aaa / AA+ AA+	1.62 1.54
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	1,000,000.00	02/16/2021 0.50%	988,398.44 995,477.01	92.89 4.33%	928,867.00 425.82	0.91% (66,610.01)	Aaa / AA+ AA+	1.84 1.79
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	1,250,000.00	01/11/2021 0.49%	1,243,017.58 1,247,190.10	92.68 4.23%	1,158,447.50 12.88	1.13% (88,742.60)	Aaa / AA+ AA+	2.00 1.95
91282CBH3	US Treasury Note 0.375% Due 1/31/2026	1,250,000.00	03/29/2021 0.85%	1,221,923.83 1,237,908.34	92.39 4.23%	1,154,882.50 1,961.62	1.13% (83,025.84)	Aaa / AA+ AA+	2.09 2.03
91282CGL9	US Treasury Note 4% Due 2/15/2026	1,500,000.00	05/31/2023 4.17%	1,493,437.50 1,494,856.06	99.54 4.23%	1,493,145.00 22,663.04	1.48% (1,711.06)	Aaa / AA+ AA+	2.13 1.99
91282CBT7	US Treasury Note 0.75% Due 3/31/2026	1,500,000.00	09/28/2021 0.93%	1,487,871.09 1,493,946.62	92.78 4.15%	1,391,659.50 2,858.61	1.36% (102,287.12)	Aaa / AA+ AA+	2.25 2.18
9128286S4	US Treasury Note 2.375% Due 4/30/2026	1,300,000.00	08/29/2022 3.36%	1,255,972.66 1,272,030.46	96.11 4.14%	1,249,371.50 5,258.93	1.23% (22,658.96)	Aaa / AA+ AA+	2.33 2.23
91282CCF6	US Treasury Note 0.75% Due 5/31/2026	1,500,000.00	06/03/2022 2.96%	1,376,484.38 1,425,211.50	92.31 4.13%	1,384,629.00 983.61	1.36% (40,582.50)	Aaa / AA+ AA+	2.42 2.35
91282CCP4	US Treasury Note 0.625% Due 7/31/2026	1,500,000.00	06/03/2022 2.95%	1,364,414.06 1,415,750.69	91.60 4.08%	1,373,965.50 3,923.23	1.35% (41,785.19)	Aaa / AA+ AA+	2.58 2.51
9128282A7	US Treasury Note 1.5% Due 8/15/2026	1,600,000.00	10/04/2022 4.02%	1,457,250.00 1,503,112.23	93.59 4.10%	1,497,500.80 9,065.22	1.47% (5,611.43)	Aaa / AA+ AA+	2.62 2.52
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	1,000,000.00	05/26/2022 2.74%	924,257.81 952,009.21	91.85 4.04%	918,477.00 2,223.36	0.90% (33,532.21)	Aaa / AA+ AA+	2.75 2.66
91282CDK4	US Treasury Note 1.25% Due 11/30/2026	1,000,000.00	05/26/2022 2.74%	937,500.00 959,549.88	92.45 4.02%	924,531.00 1,092.90	0.91% (35,018.88)	Aaa / AA+ AA+	2.92 2.81

Holdings Report

As of December 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CDQ1	US Treasury Note 1.25% Due 12/31/2026	1,500,000.00	06/03/2022 2.96%	1,391,015.63 1,428,497.37	92.30 4.00%	1,384,570.50 51.51	1.35% (43,926.87)	Aaa / AA+ AA+	3.00 2.89
912828Z78	US Treasury Note 1.5% Due 1/31/2027	1,500,000.00	06/09/2022 3.09%	1,397,578.13 1,432,000.57	92.82 4.00%	1,392,363.00 9,415.76	1.37% (39,637.57)	Aaa / AA+ AA+	3.09 2.94
912828V98	US Treasury Note 2.25% Due 2/15/2027	1,700,000.00	10/04/2022 3.95%	1,585,050.78 1,617,718.28	94.93 3.99%	1,613,804.90 14,447.69	1.59% (3,913.38)	Aaa / AA+ AA+	3.13 2.95
91282CEN7	US Treasury Note 2.75% Due 4/30/2027	1,500,000.00	06/09/2022 3.07%	1,478,085.94 1,485,083.71	96.19 3.98%	1,442,871.00 7,026.10	1.42% (42,212.71)	Aaa / AA+ AA+	3.33 3.13
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	1,500,000.00	09/27/2022 4.20%	1,428,808.59 1,447,022.19	97.19 3.96%	1,457,812.50 15,839.63	1.44% 10,790.31	Aaa / AA+ AA+	3.67 3.39
9128283F5	US Treasury Note 2.25% Due 11/15/2027	1,150,000.00	12/28/2022 4.02%	1,060,560.55 1,079,030.65	94.02 3.93%	1,081,269.10 3,341.00	1.06% 2,238.45	Aaa / AA+ AA+	3.88 3.64
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	2,000,000.00	02/23/2023 4.15%	1,942,421.88 1,952,253.07	98.42 3.92%	1,968,438.00 29,293.48	1.95% 16,184.93	Aaa / AA+ AA+	4.09 3.71
91282CGT2	US Treasury Note 3.625% Due 3/31/2028	2,000,000.00	05/31/2023 3.84%	1,981,171.88 1,983,454.72	98.91 3.90%	1,978,204.00 18,422.13	1.95% (5,250.72)	Aaa / AA+ AA+	4.25 3.86
Total US Treasury		45,200,000.00	2.69%	43,860,279.33 44,300,783.92	4.39%	43,282,887.10 213,321.99	42.56% (1,017,896.82)	Aaa / AA+ AA+	2.10 1.99
TOTAL PORTFOLIO		104,505,429.15	2.85%	103,081,615.34 103,348,819.77	4.51%	101,547,564.66 654,994.15	100.00% (1,801,255.11)	Aa1 / AA AA	2.14 1.99
TOTAL MARKET VALUE PLUS ACCRUED						102,202,558.81			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/01/2023	60934N104	2,405.93	Federated Investors Government Obligations Fund	1.000	5.22%	2,405.93	0.00	2,405.93	0.00
Purchase	12/03/2023	60934N104	16,200.00	Federated Investors Government Obligations Fund	1.000	5.22%	16,200.00	0.00	16,200.00	0.00
Purchase	12/08/2023	60934N104	27,000.00	Federated Investors Government Obligations Fund	1.000	5.22%	27,000.00	0.00	27,000.00	0.00
Purchase	12/08/2023	60934N104	1,600,000.00	Federated Investors Government Obligations Fund	1.000	5.22%	1,600,000.00	0.00	1,600,000.00	0.00
Purchase	12/10/2023	60934N104	4,312.50	Federated Investors Government Obligations Fund	1.000	5.22%	4,312.50	0.00	4,312.50	0.00
Purchase	12/12/2023	60934N104	40,193.06	Federated Investors Government Obligations Fund	1.000	5.22%	40,193.06	0.00	40,193.06	0.00
Purchase	12/14/2023	60934N104	21,562.50	Federated Investors Government Obligations Fund	1.000	5.22%	21,562.50	0.00	21,562.50	0.00
Purchase	12/15/2023	60934N104	7,500.00	Federated Investors Government Obligations Fund	1.000	5.22%	7,500.00	0.00	7,500.00	0.00
Purchase	12/17/2023	60934N104	3,500.00	Federated Investors Government Obligations Fund	1.000	5.22%	3,500.00	0.00	3,500.00	0.00
Purchase	12/29/2023	4581X0DC9	2,000,000.00	Inter-American Dev Bank Note 3.125% Due 9/18/2028	96.451	3.96%	1,929,020.00	17,534.72	1,946,554.72	0.00
Purchase	12/31/2023	60934N104	41,718.75	Federated Investors Government Obligations Fund	1.000	5.22%	41,718.75	0.00	41,718.75	0.00
Subtotal			3,764,392.74				3,693,412.74	17,534.72	3,710,947.46	0.00
TOTAL ACQUISITIONS			3,764,392.74				3,693,412.74	17,534.72	3,710,947.46	0.00
DISPOSITIONS										
Sale	12/29/2023	60934N104	1,946,554.72	Federated Investors Government Obligations Fund	1.000	5.22%	1,946,554.72	0.00	1,946,554.72	0.00
Subtotal			1,946,554.72				1,946,554.72	0.00	1,946,554.72	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	12/08/2023	3130A0F70	1,600,000.00	FHLB Note 3.375% Due 12/8/2023	100.000		1,600,000.00	0.00	1,600,000.00	0.00
Subtotal			1,600,000.00				1,600,000.00	0.00	1,600,000.00	0.00
Security Withdrawal	12/06/2023	60934N104	7,682.79	Federated Investors Government Obligations Fund	1.000		7,682.79	0.00	7,682.79	0.00
Subtotal			7,682.79				7,682.79	0.00	7,682.79	0.00
TOTAL DISPOSITIONS			3,554,237.51				3,554,237.51	0.00	3,554,237.51	0.00
OTHER TRANSACTIONS										
Interest	12/03/2023	3133EKNX0	1,500,000.00	FFCB Note 2.16% Due 6/3/2024	0.000		16,200.00	0.00	16,200.00	0.00
Interest	12/08/2023	3130A0F70	1,600,000.00	FHLB Note 3.375% Due 12/8/2023	0.000		27,000.00	0.00	27,000.00	0.00
Interest	12/10/2023	78015K7H1	750,000.00	Royal Bank of Canada Note 1.15% Due 6/10/2025	0.000		4,312.50	0.00	4,312.50	0.00
Interest	12/12/2023	3130ATUC9	895,000.00	FHLB Note 4.5% Due 12/12/2025	0.000		20,137.50	0.00	20,137.50	0.00
Interest	12/12/2023	3130AWLZ1	1,000,000.00	FHLB Note 4.75% Due 6/12/2026	0.000		20,055.56	0.00	20,055.56	0.00
Interest	12/14/2023	3130A1XJ2	1,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.000		21,562.50	0.00	21,562.50	0.00
Interest	12/15/2023	91282CDN8	1,500,000.00	US Treasury Note 1% Due 12/15/2024	0.000		7,500.00	0.00	7,500.00	0.00
Interest	12/17/2023	3135G04Z3	1,400,000.00	FNMA Note 0.5% Due 6/17/2025	0.000		3,500.00	0.00	3,500.00	0.00
Interest	12/31/2023	91282CBC4	1,250,000.00	US Treasury Note 0.375% Due 12/31/2025	0.000		2,343.75	0.00	2,343.75	0.00
Interest	12/31/2023	91282CDQ1	1,500,000.00	US Treasury Note 1.25% Due 12/31/2026	0.000		9,375.00	0.00	9,375.00	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	12/31/2023	91282CEX5	2,000,000.00	US Treasury Note 3% Due 6/30/2024	0.000		30,000.00	0.00	30,000.00	0.00
Subtotal			14,895,000.00				161,986.81	0.00	161,986.81	0.00
Dividend	12/01/2023	60934N104	0.00	Federated Investors Government Obligations Fund	0.000		2,405.93	0.00	2,405.93	0.00
Subtotal			0.00				2,405.93	0.00	2,405.93	0.00
TOTAL OTHER TRANSACTIONS			14,895,000.00				164,392.74	0.00	164,392.74	0.00

Income Earned

As of December 31, 2023



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
FIXED INCOME						
00440EAV9	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 05/03/2026	03/16/2023 03/20/2023 1,000,000.00	971,207.96 0.00 0.00 972,217.64	2,605.56 0.00 5,397.22 2,791.66	1,009.68 0.00 1,009.68 3,801.34	3,801.34
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 495,000.00	494,892.52 0.00 0.00 494,912.96	117.56 0.00 303.19 185.63	20.44 0.00 20.44 206.07	206.07
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 04/13/2027	06/09/2022 06/13/2022 500,000.00	495,543.57 0.00 0.00 495,655.98	2,200.00 0.00 3,575.00 1,375.00	112.41 0.00 112.41 1,487.41	1,487.41
037833DK3	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	01/27/2023 01/31/2023 1,000,000.00	960,344.34 0.00 0.00 961,196.27	1,500.00 0.00 4,000.00 2,500.00	851.93 0.00 851.93 3,351.93	3,351.93
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	08/12/2021 08/16/2021 750,000.00	759,272.78 0.00 0.00 758,716.77	1,156.25 0.00 2,312.50 1,156.25	0.00 556.01 (556.01) 600.24	600.24
06428CAA2	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 08/18/2026	08/24/2023 08/28/2023 1,000,000.00	1,001,314.03 0.00 0.00 1,001,272.93	15,810.50 0.00 20,415.50 4,605.00	0.00 41.10 (41.10) 4,563.90	4,563.90
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 03/15/2027	03/14/2022 03/16/2022 500,000.00	493,378.63 0.00 0.00 493,549.68	2,427.78 0.00 3,386.11 958.33	171.05 0.00 171.05 1,129.38	1,129.38
09247XAN1	Blackrock Inc Note 3.2% Due 03/15/2027	06/03/2022 06/07/2022 750,000.00	746,254.31 0.00 0.00 746,351.07	5,066.67 0.00 7,066.67 2,000.00	96.76 0.00 96.76 2,096.76	2,096.76
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	05/10/2021 05/17/2021 750,000.00	749,845.95 0.00 0.00 749,874.38	131.25 0.00 412.50 281.25	28.43 0.00 28.43 309.68	309.68

Income Earned

As of December 31, 2023



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
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 685,000.00	684,978.21 0.00 0.00 684,992.58	1,147.38 0.00 1,404.25 256.87	14.37 0.00 14.37 271.24	271.24
24422EXB0	John Deere Capital Corp Note 4.95% Due 07/14/2028	07/11/2023 07/14/2023 535,000.00	534,263.93 0.00 0.00 534,277.46	10,078.06 0.00 12,284.94 2,206.88	13.53 0.00 13.53 2,220.41	2,220.41
3130A0F70	FHLB Note Due 12/08/2023	12/14/2018 12/17/2018 0.00	1,600,132.34 0.00 1,600,000.00 0.00	25,950.00 27,000.00 0.00 1,050.00	0.00 132.34 (132.34) 917.66	917.66
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	06/12/2019 06/14/2019 1,500,000.00	1,506,662.07 0.00 0.00 1,505,608.37	20,005.21 21,562.50 2,036.46 3,593.75	0.00 1,053.70 (1,053.70) 2,540.05	2,540.05
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 1,400,000.00	1,411,430.59 0.00 0.00 1,410,195.93	8,720.83 0.00 12,075.00 3,354.17	0.00 1,234.66 (1,234.66) 2,119.51	2,119.51
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/16/2019 04/17/2019 1,600,000.00	1,599,623.57 0.00 0.00 1,599,742.65	8,761.11 0.00 11,927.78 3,166.67	119.08 0.00 119.08 3,285.75	3,285.75
3130ATUC9	FHLB Note 4.5% Due 12/12/2025	05/31/2023 06/01/2023 895,000.00	898,266.60 0.00 0.00 898,130.13	18,906.88 20,137.50 2,125.63 3,356.25	0.00 136.47 (136.47) 3,219.78	3,219.78
3130AUU36	FHLB Note 4.125% Due 03/13/2026	03/16/2023 03/17/2023 1,000,000.00	997,764.94 0.00 0.00 997,848.11	8,937.50 0.00 12,375.00 3,437.50	83.17 0.00 83.17 3,520.67	3,520.67
3130AUZC1	FHLB Note 4.625% Due 03/14/2025	03/16/2023 03/17/2023 1,000,000.00	1,003,195.38 0.00 0.00 1,002,984.18	9,892.36 0.00 13,746.53 3,854.17	0.00 211.20 (211.20) 3,642.97	3,642.97

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3130AWLZ1	FHLB Note 4.75% Due 06/12/2026	08/24/2023 08/28/2023 1,000,000.00	998,349.68 0.00 0.00 998,405.04	18,604.17 20,055.56 2,506.94 3,958.33	55.36 0.00 55.36 4,013.69	4,013.69
3130AWTR1	FHLB Note 4.375% Due 09/08/2028	09/11/2023 09/12/2023 1,600,000.00	1,591,714.68 0.00 0.00 1,591,862.04	22,750.00 0.00 28,583.33 5,833.33	147.36 0.00 147.36 5,980.69	5,980.69
3133EKNX0	FFCB Note 2.16% Due 06/03/2024	07/08/2019 07/09/2019 1,500,000.00	1,501,619.14 0.00 0.00 1,501,347.82	16,020.00 16,200.00 2,520.00 2,700.00	0.00 271.32 (271.32) 2,428.68	2,428.68
3133EPC45	FFCB Note 4.625% Due 11/13/2028	11/14/2023 11/15/2023 2,500,000.00	2,488,204.33 0.00 0.00 2,488,406.47	5,781.25 0.00 15,416.67 9,635.42	202.14 0.00 202.14 9,837.56	9,837.56
3133EPHH1	FFCB Note 4% Due 04/28/2026	05/09/2023 05/10/2023 2,000,000.00	2,004,427.44 0.00 0.00 2,004,271.29	7,333.33 0.00 14,000.00 6,666.67	0.00 156.15 (156.15) 6,510.52	6,510.52
3133EPLC7	FFCB Note 4.125% Due 02/26/2026	06/07/2023 06/08/2023 2,000,000.00	1,989,915.72 0.00 0.00 1,990,297.89	21,770.83 0.00 28,645.83 6,875.00	382.17 0.00 382.17 7,257.17	7,257.17
3133EPZY4	FFCB Note 5% Due 07/30/2026	10/31/2023 11/01/2023 1,000,000.00	998,641.92 0.00 0.00 998,685.23	4,305.56 0.00 8,472.22 4,166.66	43.31 0.00 43.31 4,209.97	4,209.97
3133XVDG3	FHLB Note 4.375% Due 09/13/2024	10/04/2022 10/05/2022 1,500,000.00	1,501,426.90 0.00 0.00 1,501,272.78	14,218.75 0.00 19,687.50 5,468.75	0.00 154.12 (154.12) 5,314.63	5,314.63
3135G03U5	FNMA Note 0.625% Due 04/22/2025	08/11/2020 08/12/2020 1,300,000.00	1,303,406.03 0.00 0.00 1,303,198.18	880.21 0.00 1,557.29 677.08	0.00 207.85 (207.85) 469.23	469.23

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3135G04Z3	FNMA Note 0.5% Due 06/17/2025	06/18/2020 06/19/2020 1,400,000.00	1,399,649.36 0.00 0.00 1,399,668.63	3,188.89 3,500.00 272.22 583.33	19.27 0.00 19.27 602.60	602.60
3135G05X7	FNMA Note 0.375% Due 08/25/2025	02/16/2021 02/18/2021 1,000,000.00	997,519.44 0.00 0.00 997,640.92	1,000.00 0.00 1,312.50 312.50	121.48 0.00 121.48 433.98	433.98
3135G06G3	FNMA Note 0.5% Due 11/07/2025	11/18/2020 11/19/2020 1,100,000.00	1,099,618.44 0.00 0.00 1,099,635.17	366.67 0.00 825.00 458.33	16.73 0.00 16.73 475.06	475.06
3135G0V34	FNMA Note 2.5% Due 02/05/2024	03/06/2019 03/08/2019 925,000.00	924,882.66 0.00 0.00 924,937.78	7,451.39 0.00 9,378.47 1,927.08	55.12 0.00 55.12 1,982.20	1,982.20
3135G0V75	FNMA Note 1.75% Due 07/02/2024	07/23/2019 07/24/2019 1,300,000.00	1,299,004.34 0.00 0.00 1,299,148.57	9,415.97 0.00 11,311.81 1,895.84	144.23 0.00 144.23 2,040.07	2,040.07
3135G0W66	FNMA Note 1.625% Due 10/15/2024	03/31/2020 04/01/2020 1,200,000.00	1,211,352.40 0.00 0.00 1,210,249.19	2,491.67 0.00 4,116.67 1,625.00	0.00 1,103.21 (1,103.21) 521.79	521.79
3137EAEPO	FHLMC Note 1.5% Due 02/12/2025	03/04/2020 03/05/2020 1,350,000.00	1,359,984.76 0.00 0.00 1,359,279.68	6,131.25 0.00 7,818.75 1,687.50	0.00 705.08 (705.08) 982.42	982.42
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	08/11/2020 08/12/2020 1,300,000.00	1,298,784.77 0.00 0.00 1,298,847.77	1,760.42 0.00 2,166.67 406.25	63.00 0.00 63.00 469.25	469.25
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	10/19/2020 10/20/2020 1,500,000.00	1,497,367.09 0.00 0.00 1,497,490.38	1,062.50 0.00 1,531.25 468.75	123.29 0.00 123.29 592.04	592.04

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4581X0DC9	Inter-American Dev Bank Note 3.125% Due 09/18/2028	12/28/2023 12/29/2023 2,000,000.00	0.00 1,929,020.00 0.00 1,929,143.44	0.00 (17,534.72) 17,881.94 347.22	123.44 0.00 123.44 470.66	470.66
459058KT9	Intl. Bank Recon & Development Note 3.5% Due 07/12/2028	07/24/2023 07/26/2023 1,500,000.00	1,457,354.54 0.00 0.00 1,458,139.11	20,270.83 0.00 24,645.83 4,375.00	784.57 0.00 784.57 5,159.57	5,159.57
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/05/2021 05/07/2021 750,000.00	759,577.70 0.00 0.00 758,993.23	1,692.44 0.00 2,994.31 1,301.87	0.00 584.47 (584.47) 717.40	717.40
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 03/09/2028	03/16/2023 03/20/2023 1,000,000.00	1,012,893.98 0.00 0.00 1,012,632.90	11,104.17 0.00 15,166.67 4,062.50	0.00 261.08 (261.08) 3,801.42	3,801.42
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 05/17/2028	05/09/2023 05/17/2023 1,000,000.00	999,322.36 0.00 0.00 999,335.26	1,575.00 0.00 4,950.00 3,375.00	12.90 0.00 12.90 3,387.90	3,387.90
61690U7W4	Morgan Stanley Bank NA Callable Note Cont 9/30/2026 5.882% Due 10/30/2026	10/31/2023 11/02/2023 1,000,000.00	999,182.29 0.00 0.00 999,206.11	4,901.67 0.00 9,803.33 4,901.66	23.82 0.00 23.82 4,925.48	4,925.48
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	06/29/2022 07/01/2022 750,000.00	751,971.86 0.00 0.00 751,922.00	1,750.00 0.00 4,250.00 2,500.00	0.00 49.86 (49.86) 2,450.14	2,450.14
69371RQ66	Paccar Financial Corp Note 1.8% Due 02/06/2025	06/09/2022 06/13/2022 750,000.00	736,979.84 0.00 0.00 737,912.00	4,312.50 0.00 5,437.50 1,125.00	932.16 0.00 932.16 2,057.16	2,057.16
69371RS31	Paccar Financial Corp Note 4.6% Due 01/10/2028	01/27/2023 01/31/2023 500,000.00	505,546.63 0.00 0.00 505,432.08	9,008.33 0.00 10,925.00 1,916.67	0.00 114.55 (114.55) 1,802.12	1,802.12

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713448FL7	Pepsico Inc. Callable Note Cont 1/18/2028 3.6% Due 02/18/2028	03/16/2023 03/20/2023 1,000,000.00	974,138.98 0.00 0.00 974,659.55	10,300.00 0.00 13,300.00 3,000.00	520.57 0.00 520.57 3,520.57	3,520.57
78015K7H1	Royal Bank of Canada Note 1.15% Due 06/10/2025	05/20/2021 05/24/2021 750,000.00	752,292.25 0.00 0.00 752,164.68	4,096.88 4,312.50 503.13 718.75	0.00 127.57 (127.57) 591.18	591.18
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 145,000.00	144,984.73 0.00 0.00 144,986.81	342.36 0.00 417.88 75.52	2.08 0.00 2.08 77.60	77.60
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	05/26/2021 05/28/2021 1,000,000.00	1,000,613.12 0.00 0.00 1,000,372.53	1,520.83 0.00 2,145.83 625.00	0.00 240.59 (240.59) 384.41	384.41
87612EBL9	Target Corp Callable Note Cont 4/15/25 2.25% Due 04/15/2025	03/14/2022 03/16/2022 700,000.00	697,262.30 0.00 0.00 697,431.70	2,012.50 0.00 3,325.00 1,312.50	169.40 0.00 169.40 1,481.90	1,481.90
89114QCK2	Toronto Dominion Bank Note 0.75% Due 09/11/2025	05/26/2021 05/28/2021 1,000,000.00	997,146.14 0.00 0.00 997,282.25	1,666.67 0.00 2,291.67 625.00	136.11 0.00 136.11 761.11	761.11
89236TKK0	Toyota Motor Credit Corp Note 5.4% Due 11/10/2025	11/08/2022 11/10/2022 1,000,000.00	1,000,621.90 0.00 0.00 1,000,594.74	3,150.00 0.00 7,650.00 4,500.00	0.00 27.16 (27.16) 4,472.84	4,472.84
91159HHZ6	US Bancorp Callable Note Cont 4/11/2025 1.45% Due 05/12/2025	12/29/2021 12/31/2021 1,000,000.00	1,001,565.32 0.00 0.00 1,001,467.69	765.28 0.00 1,973.61 1,208.33	0.00 97.63 (97.63) 1,110.70	1,110.70
9128282A7	US Treasury Note 1.5% Due 08/15/2026	10/04/2022 10/05/2022 1,600,000.00	1,499,973.76 0.00 0.00 1,503,112.23	7,043.48 0.00 9,065.22 2,021.74	3,138.47 0.00 3,138.47 5,160.21	5,160.21

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9128283F5	US Treasury Note 2.25% Due 11/15/2027	12/28/2022 12/29/2022 1,150,000.00	1,077,474.74 0.00 0.00 1,079,030.65	1,137.36 0.00 3,341.00 2,203.64	1,555.91 0.00 1,555.91 3,759.55	3,759.55
9128286S4	US Treasury Note 2.375% Due 04/30/2026	08/29/2022 08/31/2022 1,300,000.00	1,271,010.40 0.00 0.00 1,272,030.46	2,629.46 0.00 5,258.93 2,629.47	1,020.06 0.00 1,020.06 3,649.53	3,649.53
912828V80	US Treasury Note 2.25% Due 01/31/2024	04/29/2019 04/30/2019 1,300,000.00	1,299,843.07 0.00 0.00 1,299,922.82	9,776.49 0.00 12,240.49 2,464.00	79.75 0.00 79.75 2,543.75	2,543.75
912828V98	US Treasury Note 2.25% Due 02/15/2027	10/04/2022 10/05/2022 1,700,000.00	1,615,482.76 0.00 0.00 1,617,718.28	11,225.54 0.00 14,447.69 3,222.15	2,235.52 0.00 2,235.52 5,457.67	5,457.67
912828YE4	US Treasury Note 1.25% Due 08/31/2024	05/26/2021 05/27/2021 1,500,000.00	1,509,832.15 0.00 0.00 1,508,719.75	4,739.01 0.00 6,335.85 1,596.84	0.00 1,112.40 (1,112.40) 484.44	484.44
912828YM6	US Treasury Note 1.5% Due 10/31/2024	10/04/2022 10/05/2022 1,500,000.00	1,465,565.14 0.00 0.00 1,468,751.65	1,916.21 0.00 3,832.42 1,916.21	3,186.51 0.00 3,186.51 5,102.72	5,102.72
912828YV6	US Treasury Note 1.5% Due 11/30/2024	08/26/2021 08/27/2021 1,500,000.00	1,514,706.74 0.00 0.00 1,513,457.67	61.48 0.00 1,967.21 1,905.73	0.00 1,249.07 (1,249.07) 656.66	656.66
912828Z52	US Treasury Note 1.375% Due 01/31/2025	08/12/2021 08/13/2021 1,300,000.00	1,312,373.51 0.00 0.00 1,311,475.20	5,974.52 0.00 7,480.30 1,505.78	0.00 898.31 (898.31) 607.47	607.47
912828Z78	US Treasury Note 1.5% Due 01/31/2027	06/09/2022 06/10/2022 1,500,000.00	1,430,128.48 0.00 0.00 1,432,000.57	7,520.38 0.00 9,415.76 1,895.38	1,872.09 0.00 1,872.09 3,767.47	3,767.47

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912828ZF0	US Treasury Note 0.5% Due 03/31/2025	03/29/2021 03/31/2021 1,250,000.00	1,248,180.83 0.00 0.00 1,248,296.86	1,058.74 0.00 1,588.11 529.37	116.03 0.00 116.03 645.40	645.40
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	05/26/2021 05/27/2021 1,500,000.00	1,492,999.15 0.00 0.00 1,493,395.90	10.25 0.00 327.87 317.62	396.75 0.00 396.75 714.37	714.37
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/16/2021 02/18/2021 1,000,000.00	995,267.43 0.00 0.00 995,477.01	212.91 0.00 425.82 212.91	209.58 0.00 209.58 422.49	422.49
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	01/11/2021 01/12/2021 1,250,000.00	1,247,070.77 0.00 0.00 1,247,190.10	1,961.62 2,343.75 12.88 395.01	119.33 0.00 119.33 514.34	514.34
91282CBH3	US Treasury Note 0.375% Due 01/31/2026	03/29/2021 03/31/2021 1,250,000.00	1,237,415.77 0.00 0.00 1,237,908.34	1,566.75 0.00 1,961.62 394.87	492.57 0.00 492.57 887.44	887.44
91282CBT7	US Treasury Note 0.75% Due 03/31/2026	09/28/2021 09/30/2021 1,500,000.00	1,493,717.77 0.00 0.00 1,493,946.62	1,905.74 0.00 2,858.61 952.87	228.85 0.00 228.85 1,181.72	1,181.72
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	06/29/2021 06/30/2021 1,500,000.00	1,499,750.00 0.00 0.00 1,499,806.99	722.34 0.00 1,198.77 476.43	56.99 0.00 56.99 533.42	533.42
91282CCF6	US Treasury Note 0.75% Due 05/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,422,579.90 0.00 0.00 1,425,211.50	30.74 0.00 983.61 952.87	2,631.60 0.00 2,631.60 3,584.47	3,584.47
91282CCP4	US Treasury Note 0.625% Due 07/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,412,978.15 0.00 0.00 1,415,750.69	3,133.49 0.00 3,923.23 789.74	2,772.54 0.00 2,772.54 3,562.28	3,562.28

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91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	05/26/2022 05/31/2022 1,000,000.00	950,525.95 0.00 0.00 952,009.21	1,482.24 0.00 2,223.36 741.12	1,483.26 0.00 1,483.26 2,224.38	2,224.38
91282CDK4	US Treasury Note 1.25% Due 11/30/2026	05/26/2022 05/31/2022 1,000,000.00	958,371.35 0.00 0.00 959,549.88	34.15 0.00 1,092.90 1,058.75	1,178.53 0.00 1,178.53 2,237.28	2,237.28
91282CDN8	US Treasury Note 1% Due 12/15/2024	12/15/2021 12/16/2021 1,500,000.00	1,500,386.34 0.00 0.00 1,500,354.83	6,926.23 7,500.00 696.72 1,270.49	0.00 31.51 (31.51) 1,238.98	1,238.98
91282CDQ1	US Treasury Note 1.25% Due 12/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,426,473.10 0.00 0.00 1,428,497.37	7,846.47 9,375.00 51.51 1,580.04	2,024.27 0.00 2,024.27 3,604.31	3,604.31
91282CEA5	US Treasury Note 1.5% Due 02/29/2024	06/29/2023 06/30/2023 1,100,000.00	1,089,539.58 0.00 0.00 1,093,142.61	4,170.33 0.00 5,575.55 1,405.22	3,603.03 0.00 3,603.03 5,008.25	5,008.25
91282CEN7	US Treasury Note 2.75% Due 04/30/2027	06/09/2022 06/10/2022 1,500,000.00	1,484,703.13 0.00 0.00 1,485,083.71	3,513.05 0.00 7,026.10 3,513.05	380.58 0.00 380.58 3,893.63	3,893.63
91282CEX5	US Treasury Note 3% Due 06/30/2024	05/31/2023 06/01/2023 2,000,000.00	1,975,806.17 0.00 0.00 1,979,343.95	25,108.70 30,000.00 164.84 5,056.14	3,537.78 0.00 3,537.78 8,593.92	8,593.92
91282CFE6	US Treasury Note 3.125% Due 08/15/2025	05/31/2023 06/01/2023 2,000,000.00	1,960,023.84 0.00 0.00 1,962,013.03	18,342.39 0.00 23,607.34 5,264.95	1,989.19 0.00 1,989.19 7,254.14	7,254.14
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	09/27/2022 09/28/2022 1,500,000.00	1,445,794.75 0.00 0.00 1,447,022.19	11,847.53 0.00 15,839.63 3,992.10	1,227.44 0.00 1,227.44 5,219.54	5,219.54

Income Earned

As of December 31, 2023



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
91282CGH8	US Treasury Note 3.5% Due 01/31/2028	02/23/2023 02/28/2023 2,000,000.00	1,951,260.35 0.00 0.00 1,952,253.07	23,396.74 0.00 29,293.48 5,896.74	992.72 0.00 992.72 6,889.46	6,889.46
91282CGL9	US Treasury Note 4% Due 02/15/2026	05/31/2023 06/01/2023 1,500,000.00	1,494,650.57 0.00 0.00 1,494,856.06	17,608.70 0.00 22,663.04 5,054.34	205.49 0.00 205.49 5,259.83	5,259.83
91282CGT2	US Treasury Note 3.625% Due 03/31/2028	05/31/2023 06/01/2023 2,000,000.00	1,983,124.03 0.00 0.00 1,983,454.72	12,281.42 0.00 18,422.13 6,140.71	330.69 0.00 330.69 6,471.40	6,471.40
91324PDE9	United Health Group Inc Note 2.95% Due 10/15/2027	12/28/2022 12/30/2022 750,000.00	705,883.20 0.00 0.00 706,850.40	2,827.08 0.00 4,670.83 1,843.75	967.20 0.00 967.20 2,810.95	2,810.95
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 09/09/2027	09/08/2022 09/12/2022 750,000.00	750,856.91 0.00 0.00 750,837.19	6,747.92 0.00 9,216.67 2,468.75	0.00 19.72 (19.72) 2,449.03	2,449.03
			101,889,444.55	571,176.68	44,632.09	
			1,929,020.00	144,452.09	10,777.13	
			1,600,000.00	629,838.59	33,854.96	
Total Fixed Income			103,380,000.00	203,114.00	236,968.96	236,968.96
CASH & EQUIVALENT						
60934N104	Federated Investors Government Obligations Fund	Various Various 125,429.15	315,273.92 1,764,392.74 1,954,237.51 125,429.15	0.00 2,405.93 0.00 2,405.93	0.00 0.00 0.00 2,405.93	2,405.93



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
62479LAR6	MUFG Bank Ltd	07/24/2023	971,071.11	20,281.67	0.00	4,873.89
	Discount CP	07/25/2023	0.00	0.00	0.00	
	5.66% Due 01/25/2024	1,000,000.00	0.00	25,155.56	0.00	
			971,071.11	4,873.89	4,873.89	
			1,286,345.03	20,281.67	0.00	
			1,764,392.74	2,405.93	0.00	
			1,954,237.51	25,155.56	0.00	
Total Cash & Equivalent		1,125,429.15	1,096,500.26	7,279.82	7,279.82	7,279.82
			103,175,789.58	591,458.35	44,632.09	
			3,693,412.74	146,858.02	10,777.13	
			3,554,237.51	654,994.15	33,854.96	
TOTAL PORTFOLIO		104,505,429.15	103,348,819.77	210,393.82	244,248.78	244,248.78

Cash Flow Report

As of December 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/02/2024	Interest	3135G0V75	1,300,000.00	FNMA Note 1.75% Due 7/2/2024	0.00	11,375.00	11,375.00
01/10/2024	Interest	69371RS31	500,000.00	Paccar Financial Corp Note 4.6% Due 1/10/2028	0.00	11,500.00	11,500.00
01/12/2024	Interest	459058KT9	1,500,000.00	Intl. Bank Recon & Development Note 3.5% Due 7/12/2028	0.00	26,250.00	26,250.00
01/14/2024	Interest	24422EXB0	535,000.00	John Deere Capital Corp Note 4.95% Due 7/14/2028	0.00	13,241.25	13,241.25
01/15/2024	Interest	79466LAG9	145,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	453.13	453.13
01/17/2024	Maturity	24422EVN6	685,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	685,000.00	1,541.25	686,541.25
01/21/2024	Interest	3137EAEU9	1,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	2,437.50	2,437.50
01/25/2024	Maturity	62479LAR6	1,000,000.00	MUFG Bank Ltd Discount CP 5.66% Due 1/25/2024	971,071.11	28,928.89	1,000,000.00
01/30/2024	Interest	3133EPZY4	1,000,000.00	FFCB Note 5% Due 7/30/2026	0.00	12,500.00	12,500.00
01/31/2024	Interest	91282CCP4	1,500,000.00	US Treasury Note 0.625% Due 7/31/2026	0.00	4,687.50	4,687.50
01/31/2024	Interest	912828Z52	1,300,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	8,937.50	8,937.50
01/31/2024	Interest	912828Z78	1,500,000.00	US Treasury Note 1.5% Due 1/31/2027	0.00	11,250.00	11,250.00
01/31/2024	Interest	91282CBH3	1,250,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	2,343.75	2,343.75
01/31/2024	Interest	91282CGH8	2,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	35,000.00	35,000.00
01/31/2024	Maturity	912828V80	1,300,000.00	US Treasury Note 2.25% Due 1/31/2024	1,300,000.00	14,625.00	1,314,625.00
JAN 2024					2,956,071.11	185,070.77	3,141,141.88
02/05/2024	Maturity	3135G0V34	925,000.00	FNMA Note 2.5% Due 2/5/2024	925,000.00	11,562.50	936,562.50

Cash Flow Report

As of December 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/06/2024	Interest	69371RQ66	750,000.00	Paccar Financial Corp Note 1.8% Due 2/6/2025	0.00	6,750.00	6,750.00
02/12/2024	Interest	3137EAEPO	1,350,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	10,125.00	10,125.00
02/15/2024	Interest	91282CGL9	1,500,000.00	US Treasury Note 4% Due 2/15/2026	0.00	30,000.00	30,000.00
02/15/2024	Interest	912828V98	1,700,000.00	US Treasury Note 2.25% Due 2/15/2027	0.00	19,125.00	19,125.00
02/15/2024	Interest	9128282A7	1,600,000.00	US Treasury Note 1.5% Due 8/15/2026	0.00	12,000.00	12,000.00
02/15/2024	Interest	91282CFE6	2,000,000.00	US Treasury Note 3.125% Due 8/15/2025	0.00	31,250.00	31,250.00
02/18/2024	Call	808513BN4	1,000,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,000,000.00	3,125.00	1,003,125.00
02/18/2024	Interest	06428CAA2	1,000,000.00	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	0.00	27,630.00	27,630.00
02/18/2024	Interest	713448FL7	1,000,000.00	Pepsico Inc. Callable Note Cont 1/18/2028 3.6% Due 2/18/2028	0.00	18,000.00	18,000.00
02/25/2024	Interest	3135G05X7	1,000,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	1,875.00	1,875.00
02/26/2024	Interest	3133EPLC7	2,000,000.00	FFCB Note 4.125% Due 2/26/2026	0.00	41,250.00	41,250.00
02/29/2024	Interest	912828YE4	1,500,000.00	US Treasury Note 1.25% Due 8/31/2024	0.00	9,375.00	9,375.00
02/29/2024	Interest	91282CFH9	1,500,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	23,437.50	23,437.50
02/29/2024	Maturity	91282CEA5	1,100,000.00	US Treasury Note 1.5% Due 2/29/2024	1,100,000.00	8,250.00	1,108,250.00
FEB 2024					3,025,000.00	253,755.00	3,278,755.00
03/08/2024	Interest	3130AWTR1	1,600,000.00	FHLB Note 4.375% Due 9/8/2028	0.00	41,611.11	41,611.11
03/08/2024	Maturity	3130AB3H7	1,600,000.00	FHLB Note 2.375% Due 3/8/2024	1,600,000.00	19,000.00	1,619,000.00

Cash Flow Report

As of December 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/09/2024	Interest	931142EX7	750,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	14,812.50	14,812.50
03/09/2024	Interest	57636QAW4	1,000,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	24,375.00	24,375.00
03/11/2024	Interest	89114QCK2	1,000,000.00	Toronto Dominion Bank Note 0.75% Due 9/11/2025	0.00	3,750.00	3,750.00
03/13/2024	Interest	3133XVDG3	1,500,000.00	FHLB Note 4.375% Due 9/13/2024	0.00	32,812.50	32,812.50
03/13/2024	Interest	3130AUU36	1,000,000.00	FHLB Note 4.125% Due 3/13/2026	0.00	20,625.00	20,625.00
03/13/2024	Interest	3130A2UW4	1,400,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	20,125.00	20,125.00
03/14/2024	Interest	3130AUZC1	1,000,000.00	FHLB Note 4.625% Due 3/14/2025	0.00	23,125.00	23,125.00
03/15/2024	Interest	084664CZ2	500,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.00	5,750.00	5,750.00
03/15/2024	Interest	09247XAN1	750,000.00	Blackrock Inc Note 3.2% Due 3/15/2027	0.00	12,000.00	12,000.00
03/18/2024	Interest	4581X0DC9	2,000,000.00	Inter-American Dev Bank Note 3.125% Due 9/18/2028	0.00	31,250.00	31,250.00
03/23/2024	Interest	3137EAEX3	1,500,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	2,812.50	2,812.50
03/31/2024	Interest	91282CGT2	2,000,000.00	US Treasury Note 3.625% Due 3/31/2028	0.00	36,250.00	36,250.00
03/31/2024	Interest	912828ZF0	1,250,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	3,125.00	3,125.00
03/31/2024	Interest	91282CBT7	1,500,000.00	US Treasury Note 0.75% Due 3/31/2026	0.00	5,625.00	5,625.00
03/31/2024	Interest	91282CCZ2	1,000,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	4,375.00	4,375.00
MAR 2024					1,600,000.00	301,423.61	1,901,423.61
04/13/2024	Interest	023135CF1	500,000.00	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	0.00	8,250.00	8,250.00

Cash Flow Report

As of December 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2024	Interest	3135G0W66	1,200,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	9,750.00	9,750.00
04/15/2024	Interest	91324PDE9	750,000.00	United Health Group Inc Note 2.95% Due 10/15/2027	0.00	11,062.50	11,062.50
04/15/2024	Interest	87612EBL9	700,000.00	Target Corp Callable Note Cont 4/15/25 2.25% Due 4/15/2025	0.00	7,875.00	7,875.00
04/15/2024	Maturity	91282CBV2	1,500,000.00	US Treasury Note 0.375% Due 4/15/2024	1,500,000.00	2,812.50	1,502,812.50
04/22/2024	Interest	3135G03U5	1,300,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,062.50	4,062.50
04/22/2024	Interest	46647PBK1	750,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	7,811.25	7,811.25
04/28/2024	Interest	3133EPHH1	2,000,000.00	FFCB Note 4% Due 4/28/2026	0.00	40,000.00	40,000.00
04/30/2024	Interest	61690U7W4	1,000,000.00	Morgan Stanley Bank NA Callable Note Cont 9/30/2026 5.882% Due 10/30/2026	0.00	29,246.61	29,246.61
04/30/2024	Interest	91282CEN7	1,500,000.00	US Treasury Note 2.75% Due 4/30/2027	0.00	20,625.00	20,625.00
04/30/2024	Interest	9128286S4	1,300,000.00	US Treasury Note 2.375% Due 4/30/2026	0.00	15,437.50	15,437.50
04/30/2024	Interest	912828YM6	1,500,000.00	US Treasury Note 1.5% Due 10/31/2024	0.00	11,250.00	11,250.00
04/30/2024	Interest	91282CAT8	1,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	1,250.00	1,250.00
APR 2024					1,500,000.00	169,432.86	1,669,432.86
05/01/2024	Interest	06367WB85	750,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	6,937.50	6,937.50
05/03/2024	Interest	00440EAV9	1,000,000.00	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 5/3/2026	0.00	16,750.00	16,750.00
05/07/2024	Interest	3135G06G3	1,100,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	2,750.00	2,750.00
05/10/2024	Interest	89236TKK0	1,000,000.00	Toyota Motor Credit Corp Note 5.4% Due 11/10/2025	0.00	27,000.00	27,000.00

Cash Flow Report

As of December 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/10/2024	Interest	665859AW4	750,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	15,000.00	15,000.00
05/12/2024	Interest	91159HHZ6	1,000,000.00	US Bancorp Callable Note Cont 4/11/2025 1.45% Due 5/12/2025	0.00	7,250.00	7,250.00
05/12/2024	Maturity	023135BW5	495,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	495,000.00	1,113.75	496,113.75
05/13/2024	Interest	037833DK3	1,000,000.00	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	0.00	15,000.00	15,000.00
05/13/2024	Interest	3133EPC45	2,500,000.00	FFCB Note 4.625% Due 11/13/2028	0.00	57,812.50	57,812.50
05/15/2024	Interest	9128283F5	1,150,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	12,937.50	12,937.50
05/17/2024	Interest	58933YBH7	1,000,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	20,250.00	20,250.00
05/17/2024	Maturity	14913R2L0	750,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	750,000.00	1,687.50	751,687.50
05/31/2024	Interest	912828ZT0	1,500,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	1,875.00	1,875.00
05/31/2024	Interest	912828YV6	1,500,000.00	US Treasury Note 1.5% Due 11/30/2024	0.00	11,250.00	11,250.00
05/31/2024	Interest	91282CDK4	1,000,000.00	US Treasury Note 1.25% Due 11/30/2026	0.00	6,250.00	6,250.00
05/31/2024	Interest	91282CCF6	1,500,000.00	US Treasury Note 0.75% Due 5/31/2026	0.00	5,625.00	5,625.00
MAY 2024					1,245,000.00	209,488.75	1,454,488.75
06/03/2024	Maturity	3133EKNX0	1,500,000.00	FFCB Note 2.16% Due 6/3/2024	1,500,000.00	16,200.00	1,516,200.00
06/10/2024	Interest	78015K7H1	750,000.00	Royal Bank of Canada Note 1.15% Due 6/10/2025	0.00	4,312.50	4,312.50
06/12/2024	Interest	3130ATUC9	895,000.00	FHLB Note 4.5% Due 12/12/2025	0.00	20,137.50	20,137.50
06/12/2024	Interest	3130AWLZ1	1,000,000.00	FHLB Note 4.75% Due 6/12/2026	0.00	23,750.00	23,750.00

Cash Flow Report

As of December 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/14/2024	Maturity	3130A1XJ2	1,500,000.00	FHLB Note 2.875% Due 6/14/2024	1,500,000.00	21,562.50	1,521,562.50
06/15/2024	Interest	91282CDN8	1,500,000.00	US Treasury Note 1% Due 12/15/2024	0.00	7,500.00	7,500.00
06/17/2024	Interest	3135G04Z3	1,400,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	3,500.00	3,500.00
06/30/2024	Interest	91282CDQ1	1,500,000.00	US Treasury Note 1.25% Due 12/31/2026	0.00	9,375.00	9,375.00
06/30/2024	Interest	91282CBC4	1,250,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	2,343.75	2,343.75
06/30/2024	Maturity	91282CEX5	2,000,000.00	US Treasury Note 3% Due 6/30/2024	2,000,000.00	30,000.00	2,030,000.00
JUN 2024					5,000,000.00	138,681.25	5,138,681.25
07/02/2024	Maturity	3135G0V75	1,300,000.00	FNMA Note 1.75% Due 7/2/2024	1,300,000.00	11,375.00	1,311,375.00
07/10/2024	Interest	69371RS31	500,000.00	Paccar Financial Corp Note 4.6% Due 1/10/2028	0.00	11,500.00	11,500.00
07/12/2024	Interest	459058KT9	1,500,000.00	Intl. Bank Recon & Development Note 3.5% Due 7/12/2028	0.00	26,250.00	26,250.00
07/14/2024	Interest	24422EXB0	535,000.00	John Deere Capital Corp Note 4.95% Due 7/14/2028	0.00	13,241.25	13,241.25
07/15/2024	Maturity	79466LAG9	145,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	145,000.00	453.13	145,453.13
07/21/2024	Interest	3137EAEU9	1,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	2,437.50	2,437.50
07/30/2024	Interest	3133EPZY4	1,000,000.00	FFCB Note 5% Due 7/30/2026	0.00	25,000.00	25,000.00
07/31/2024	Interest	91282CGH8	2,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	35,000.00	35,000.00
07/31/2024	Interest	912828Z52	1,300,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	8,937.50	8,937.50
07/31/2024	Interest	912828Z78	1,500,000.00	US Treasury Note 1.5% Due 1/31/2027	0.00	11,250.00	11,250.00

Cash Flow Report

As of December 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/31/2024	Interest	91282CBH3	1,250,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	2,343.75	2,343.75
07/31/2024	Interest	91282CCP4	1,500,000.00	US Treasury Note 0.625% Due 7/31/2026	0.00	4,687.50	4,687.50
JUL 2024					1,445,000.00	152,475.63	1,597,475.63
08/06/2024	Interest	69371RQ66	750,000.00	Paccar Financial Corp Note 1.8% Due 2/6/2025	0.00	6,750.00	6,750.00
08/12/2024	Interest	3137EAEP0	1,350,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	10,125.00	10,125.00
08/15/2024	Interest	9128282A7	1,600,000.00	US Treasury Note 1.5% Due 8/15/2026	0.00	12,000.00	12,000.00
08/15/2024	Interest	91282CFE6	2,000,000.00	US Treasury Note 3.125% Due 8/15/2025	0.00	31,250.00	31,250.00
08/15/2024	Interest	912828V98	1,700,000.00	US Treasury Note 2.25% Due 2/15/2027	0.00	19,125.00	19,125.00
08/15/2024	Interest	91282CGL9	1,500,000.00	US Treasury Note 4% Due 2/15/2026	0.00	30,000.00	30,000.00
08/18/2024	Interest	06428CAA2	1,000,000.00	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	0.00	27,630.00	27,630.00
08/18/2024	Interest	713448FL7	1,000,000.00	Pepsico Inc. Callable Note Cont 1/18/2028 3.6% Due 2/18/2028	0.00	18,000.00	18,000.00
08/25/2024	Interest	3135G05X7	1,000,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	1,875.00	1,875.00
08/26/2024	Interest	3133EPLC7	2,000,000.00	FFCB Note 4.125% Due 2/26/2026	0.00	41,250.00	41,250.00
08/31/2024	Interest	91282CFH9	1,500,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	23,437.50	23,437.50
08/31/2024	Maturity	912828YE4	1,500,000.00	US Treasury Note 1.25% Due 8/31/2024	1,500,000.00	9,375.00	1,509,375.00
AUG 2024					1,500,000.00	230,817.50	1,730,817.50
09/08/2024	Interest	3130AWTR1	1,600,000.00	FHLB Note 4.375% Due 9/8/2028	0.00	35,000.00	35,000.00
09/09/2024	Interest	931142EX7	750,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	14,812.50	14,812.50

Cash Flow Report

As of December 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/09/2024	Interest	57636QAW4	1,000,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	24,375.00	24,375.00
09/11/2024	Interest	89114QCK2	1,000,000.00	Toronto Dominion Bank Note 0.75% Due 9/11/2025	0.00	3,750.00	3,750.00
09/13/2024	Interest	3130AUU36	1,000,000.00	FHLB Note 4.125% Due 3/13/2026	0.00	20,625.00	20,625.00
09/13/2024	Maturity	3133XVDG3	1,500,000.00	FHLB Note 4.375% Due 9/13/2024	1,500,000.00	32,812.50	1,532,812.50
09/13/2024	Maturity	3130A2UW4	1,400,000.00	FHLB Note 2.875% Due 9/13/2024	1,400,000.00	20,125.00	1,420,125.00
09/14/2024	Interest	3130AUZC1	1,000,000.00	FHLB Note 4.625% Due 3/14/2025	0.00	23,125.00	23,125.00
09/15/2024	Interest	084664CZ2	500,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.00	5,750.00	5,750.00
09/15/2024	Interest	09247XAN1	750,000.00	Blackrock Inc Note 3.2% Due 3/15/2027	0.00	12,000.00	12,000.00
09/18/2024	Interest	4581X0DC9	2,000,000.00	Inter-American Dev Bank Note 3.125% Due 9/18/2028	0.00	31,250.00	31,250.00
09/23/2024	Interest	3137EAXE3	1,500,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	2,812.50	2,812.50
09/30/2024	Interest	91282CBT7	1,500,000.00	US Treasury Note 0.75% Due 3/31/2026	0.00	5,625.00	5,625.00
09/30/2024	Interest	91282CGT2	2,000,000.00	US Treasury Note 3.625% Due 3/31/2028	0.00	36,250.00	36,250.00
09/30/2024	Interest	912828ZF0	1,250,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	3,125.00	3,125.00
09/30/2024	Interest	91282CCZ2	1,000,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	4,375.00	4,375.00
SEP 2024					2,900,000.00	275,812.50	3,175,812.50
10/13/2024	Interest	023135CF1	500,000.00	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	0.00	8,250.00	8,250.00
10/15/2024	Interest	87612EBL9	700,000.00	Target Corp Callable Note Cont 4/15/25 2.25% Due 4/15/2025	0.00	7,875.00	7,875.00

Cash Flow Report

As of December 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2024	Interest	91324PDE9	750,000.00	United Health Group Inc Note 2.95% Due 10/15/2027	0.00	11,062.50	11,062.50
10/15/2024	Maturity	3135G0W66	1,200,000.00	FNMA Note 1.625% Due 10/15/2024	1,200,000.00	9,750.00	1,209,750.00
10/22/2024	Interest	46647PBK1	750,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	7,811.25	7,811.25
10/22/2024	Interest	3135G03U5	1,300,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,062.50	4,062.50
10/28/2024	Interest	3133EPHH1	2,000,000.00	FFCB Note 4% Due 4/28/2026	0.00	40,000.00	40,000.00
10/30/2024	Interest	61690U7W4	1,000,000.00	Morgan Stanley Bank NA Callable Note Cont 9/30/2026 5.882% Due 10/30/2026	0.00	29,410.00	29,410.00
10/31/2024	Interest	91282CEN7	1,500,000.00	US Treasury Note 2.75% Due 4/30/2027	0.00	20,625.00	20,625.00
10/31/2024	Interest	9128286S4	1,300,000.00	US Treasury Note 2.375% Due 4/30/2026	0.00	15,437.50	15,437.50
10/31/2024	Interest	91282CAT8	1,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	1,250.00	1,250.00
10/31/2024	Maturity	912828YM6	1,500,000.00	US Treasury Note 1.5% Due 10/31/2024	1,500,000.00	11,250.00	1,511,250.00
OCT 2024					2,700,000.00	166,783.75	2,866,783.75
11/01/2024	Interest	06367WB85	750,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	6,937.50	6,937.50
11/03/2024	Interest	00440EAV9	1,000,000.00	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 5/3/2026	0.00	16,750.00	16,750.00
11/07/2024	Interest	3135G06G3	1,100,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	2,750.00	2,750.00
11/10/2024	Interest	89236TKK0	1,000,000.00	Toyota Motor Credit Corp Note 5.4% Due 11/10/2025	0.00	27,000.00	27,000.00
11/10/2024	Interest	665859AW4	750,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	15,000.00	15,000.00

Cash Flow Report

As of December 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/12/2024	Interest	91159HHZ6	1,000,000.00	US Bancorp Callable Note Cont 4/11/2025 1.45% Due 5/12/2025	0.00	7,250.00	7,250.00
11/13/2024	Interest	037833DK3	1,000,000.00	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	0.00	15,000.00	15,000.00
11/13/2024	Interest	3133EPC45	2,500,000.00	FFCB Note 4.625% Due 11/13/2028	0.00	57,812.50	57,812.50
11/15/2024	Interest	9128283F5	1,150,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	12,937.50	12,937.50
11/17/2024	Interest	58933YBH7	1,000,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	20,250.00	20,250.00
11/30/2024	Interest	91282CCF6	1,500,000.00	US Treasury Note 0.75% Due 5/31/2026	0.00	5,625.00	5,625.00
11/30/2024	Interest	91282CDK4	1,000,000.00	US Treasury Note 1.25% Due 11/30/2026	0.00	6,250.00	6,250.00
11/30/2024	Interest	912828ZT0	1,500,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	1,875.00	1,875.00
11/30/2024	Maturity	912828YV6	1,500,000.00	US Treasury Note 1.5% Due 11/30/2024	1,500,000.00	11,250.00	1,511,250.00
NOV 2024					1,500,000.00	206,687.50	1,706,687.50
12/10/2024	Interest	78015K7H1	750,000.00	Royal Bank of Canada Note 1.15% Due 6/10/2025	0.00	4,312.50	4,312.50
12/12/2024	Interest	3130ATUC9	895,000.00	FHLB Note 4.5% Due 12/12/2025	0.00	20,137.50	20,137.50
12/12/2024	Interest	3130AWLZ1	1,000,000.00	FHLB Note 4.75% Due 6/12/2026	0.00	23,750.00	23,750.00
12/15/2024	Maturity	91282CDN8	1,500,000.00	US Treasury Note 1% Due 12/15/2024	1,500,000.00	7,500.00	1,507,500.00
12/17/2024	Interest	3135G04Z3	1,400,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	3,500.00	3,500.00
DEC 2024					1,500,000.00	59,200.00	1,559,200.00
TOTAL					26,871,071.11	2,349,629.12	29,220,700.23



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	3.95%
Average Purchase YTM	3.95%
Average Market YTM	3.95%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

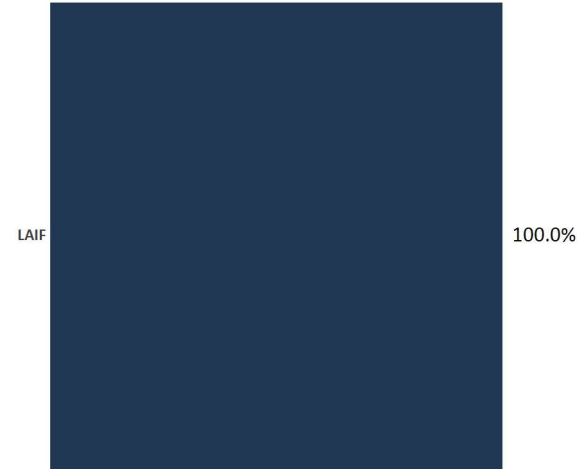
ACCOUNT SUMMARY

	Beg. Values as of 11/30/23	End Values as of 12/31/23
Market Value	18,060,635	16,560,635
Accrued Interest	121,798	177,733
Total Market Value	18,182,433	16,738,368
Income Earned	61,227	55,936
Cont/WD		-1,500,000
Par	18,060,635	16,560,635
Book Value	18,060,635	16,560,635
Cost Value	18,060,635	16,560,635

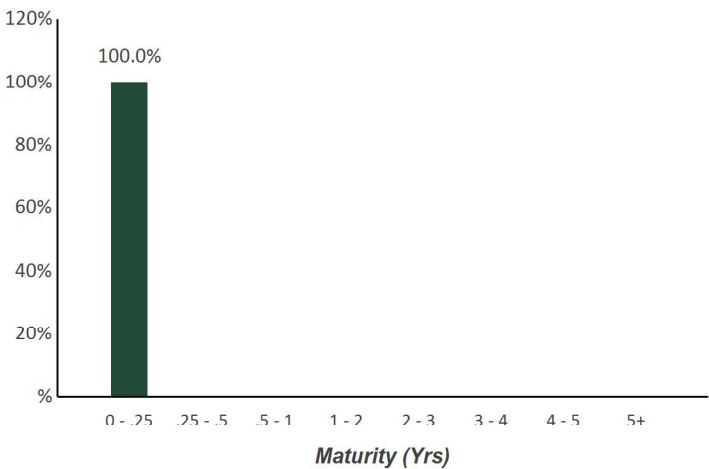
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

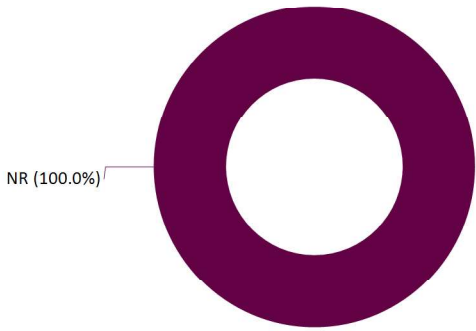
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	12/31/2005
City of Buena Park Liquid	0.33%	1.07%	3.44%	3.44%	2.28%	1.62%	1.71%	1.37%	1.68%
ICE BofA 3-Month US Treasury Bill Index	0.47%	1.37%	5.01%	5.01%	3.22%	2.15%	1.88%	1.25%	1.38%

Holdings Report

As of December 31, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	16,560,634.83	Various 3.95%	16,560,634.83 16,560,634.83	1.00 3.95%	16,560,634.83 177,733.37	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		16,560,634.83	3.95%	16,560,634.83	3.95%	16,560,634.83 177,733.37	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO				16,560,634.83 16,560,634.83	3.95%	16,560,634.83 177,733.37	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						16,738,368.20			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	12/07/2023	90LAIF\$00	1,500,000.00	Local Agency Investment Fund State Pool	1.000		1,500,000.00	0.00	1,500,000.00	0.00
Subtotal			1,500,000.00				1,500,000.00	0.00	1,500,000.00	0.00
TOTAL DISPOSITIONS			1,500,000.00				1,500,000.00	0.00	1,500,000.00	0.00



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
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund State Pool	Various	18,060,634.83	121,797.78	0.00	55,935.59
		Various	0.00	0.00	0.00	
		16,560,634.83	1,500,000.00	177,733.37	0.00	
			16,560,634.83	55,935.59	55,935.59	
			18,060,634.83	121,797.78	0.00	
			0.00	0.00	0.00	
			1,500,000.00	177,733.37	0.00	
Total Local Agency Investment Fund		16,560,634.83	16,560,634.83	55,935.59	55,935.59	55,935.59
			18,060,634.83	121,797.78	0.00	
			0.00	0.00	0.00	
			1,500,000.00	177,733.37	0.00	
TOTAL PORTFOLIO		16,560,634.83	16,560,634.83	55,935.59	55,935.59	55,935.59

Cash Flow Report

As of December 31, 2023



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Dividend	90LAIF\$00	1,702,767,601.31	Local Agency Investment Fund State Pool	0.00	177,371.01	177,371.01
JAN 2024					0.00	177,371.01	177,371.01
TOTAL					0.00	177,371.01	177,371.01



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	5.22%
Average Purchase YTM	5.22%
Average Market YTM	5.22%
Average S&P/Moody Rating	AAA/Aaa
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

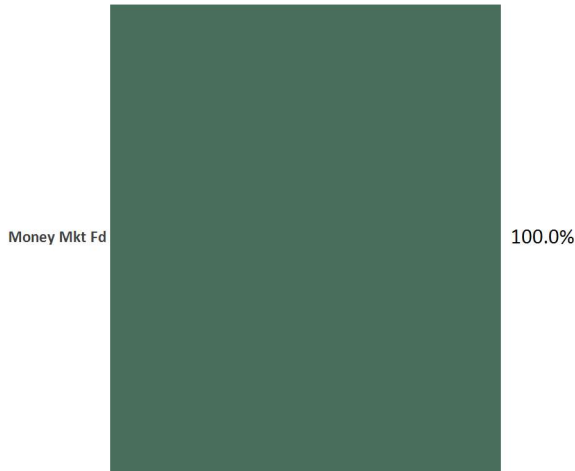
ACCOUNT SUMMARY

	Beg. Values as of 11/30/23	End Values as of 12/31/23
Market Value	1,258,517	1,263,915
Accrued Interest	0	0
Total Market Value	1,258,517	1,263,915
Income Earned	5,539	5,399
Cont/WD		0
Par	1,258,517	1,263,915
Book Value	1,258,517	1,263,915
Cost Value	1,258,517	1,263,915

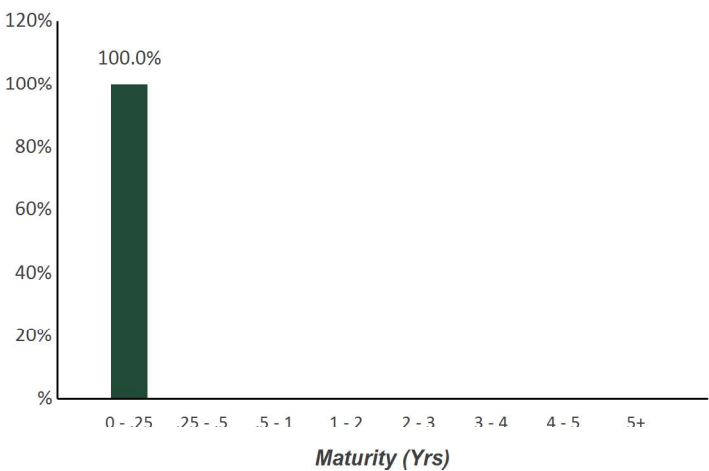
TOP ISSUERS

Federated GOVT Obligation MMF	100.0%
Total	100.0%

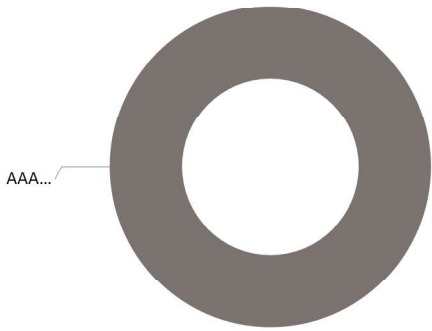
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	7/31/2008
City of Buena Park RDA Series B Bond	0.43%	1.30%	4.91%	4.91%	3.03%	2.02%	1.73%	1.12%	1.26%

Statement of Compliance

As of December 31, 2023



Buena Park 2008 Taxable Tax Allocation Bonds, Series B

Assets managed by Chandler Asset Management are in full compliance with state law and with the investment policy.

Category	Standard	Comment
U.S. Treasury Securities	No limitations	Complies
U.S. Gov't. Agency Issues	No limitations	Complies
Banker's Acceptances	No maximum; A-1	Complies
Negotiable CDs	No limitations; A-1	Complies
State Municipal Obligations	No maximum; A3/A	Complies
Commercial Paper	No maximum; A-1+/P-1	Complies
Repurchase Agreements	Currently not used by adviser	Complies
LAIF	Currently not used by adviser	Complies
Money Market Mutual Funds	Aam/Aam-G rated	Complies
Reverse Repurchase Agreements	Prohibited	Complies
Financial Futures & Options	Prohibited	Complies
Maximum Maturity	5 years	Complies

Reconciliation Summary

As of December 31, 2023



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$1,258,516.56
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$5,398.86	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$5,398.86
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$0.00	
		\$0.00
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$1,263,915.42

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$1,258,516.56
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$0.00	
Dividend Received	\$5,398.86	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$5,398.86	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$1,263,915.42



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
60934N104	Federated Investors Government Obligations Fund	1,263,915.42	Various 5.22%	1,263,915.42 1,263,915.42	1.00 5.22%	1,263,915.42 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		1,263,915.42	5.22%	1,263,915.42	5.22%	1,263,915.42 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL PORTFOLIO		1,263,915.42	5.22%	1,263,915.42	5.22%	1,263,915.42 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						1,263,915.42			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/01/2023	60934N104	5,398.86	Federated Investors Government Obligations Fund	1.000	5.22%	5,398.86	0.00	5,398.86	0.00
Subtotal			5,398.86				5,398.86	0.00	5,398.86	0.00
TOTAL ACQUISITIONS			5,398.86				5,398.86	0.00	5,398.86	0.00
OTHER TRANSACTIONS										
Dividend	12/01/2023	60934N104	1,258,516.56	Federated Investors Government Obligations Fund	0.000		5,398.86	0.00	5,398.86	0.00
Subtotal			1,258,516.56				5,398.86	0.00	5,398.86	0.00
TOTAL OTHER TRANSACTIONS			1,258,516.56				5,398.86	0.00	5,398.86	0.00



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENT						
60934N104	Federated Investors	Various	1,258,516.56	0.00	0.00	5,398.86
	Government Obligations Fund	Various	5,398.86	5,398.86	0.00	
	1,263,915.42	0.00	0.00	0.00		
		1,263,915.42	5,398.86	5,398.86		
			1,258,516.56	0.00	0.00	
			5,398.86	5,398.86	0.00	
			0.00	0.00	0.00	
			0.00	0.00	0.00	
Total Cash & Equivalent		1,263,915.42	1,263,915.42	5,398.86	5,398.86	5,398.86
			1,258,516.56	0.00	0.00	
			5,398.86	5,398.86	0.00	
			0.00	0.00	0.00	
			0.00	0.00	0.00	
TOTAL PORTFOLIO		1,263,915.42	1,263,915.42	5,398.86	5,398.86	5,398.86

Cash Flow - no data for this time period

PROFESSIONAL SERVICES AGREEMENT WITH ON SEASON MEALS FOR FOOD SERVICE FOR BUENA PARK CITY JAIL

Authorize the Police Department to purchase meals that meet the nutritional requirements for persons being held at the Buena Park City Jail from February 1, 2024, through February 1, 2025. The previous vendor, Aramark, no longer provides meal services for jails.

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	CONSENT CALENDAR Item: 4D
Presented By	Prepared By
Nghia Nguyen, Police Captain	Frank Nunes, Police Chief
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Approve a professional services agreement with On Season Meals for the purchase of meals for the Buena Park City Jail; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement and documents necessary for the purchase of meals; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

This expenditure has been budgeted and approved by the City Council for Fiscal Years 2023-2024 and 2024-2025.

DISCUSSION

The Buena Park City Jail is a Type 1 jail facility used for the detention of persons for not more than 96-hours as defined by the Board of State and Community Corrections (BSCC) Title 15. Type 1 jail facilities are required to serve food three times in a 24-hour period, with at least one meal being hot. On Season Meals (OSM) is a premium meal preparation company that has served over 200,000 meals across Southern California, catering to Orange County, LA County, and the Inland Empire. As a small local business, OSM maintains the proper infrastructure, efficient systems, and effective logistics to become the primary supplier for the Buena Park Police Department, specifically catering to the nutritional needs of inmates, starting in February, 2024. OSM will provide each inmate's daily meals with the nutritional requirements that meet or exceed BSCC Title 15 requirements.

BUDGET IMPACT

The cost for this agreement is \$8.00 per meal, not to exceed \$9,000 annually. This expenditure has been budgeted and approved for Fiscal Year 2023-2024 and 2024-2025 (Account No. 11-6360-650308).

Attachments

Professional Services Agreement with On Season Meals.pdf

PROFESSIONAL SERVICES AGREEMENT

NO. _____

DATE: January 10, 2024

PROJECT: Buena Park City Jail Nutritional Services

PARTIES TO THE AGREEMENT:

“CITY” The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: Aaron France
Title: City Manager
Telephone: 714-562-3551

Mailing Address: 6650 Beach Boulevard
P.O. Box 5009
Buena Park, CA 90622-5009

THE CONSULTANT On Season Meals
Name of Business

Representative: Name: Marcus Wright
Title: President & CEO
Telephone: 626-399-1462

Address:

Mailing Address: 3519 W. Commonwealth Avenue
Fullerton, CA 92833

TERM OF SERVICE:

Commencement Date: February 1, 2024

Completion Date: February 1, 2025

CONTRACT AMOUNT: \$9,000 (Not to Exceed)

APPROVED BY: () City Council (☒) City Manager () Director of Public Works

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BUENA PARK.

This Professional Services Agreement ("Agreement") is dated January 10, 2024, and is between ON SEASON MEALS, a business individual/sole proprietor (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). CONSULTANT and CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

RECITALS

A. CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to provide on demand meal services for individuals housed at the Buena Park City Jail in a manner that complies with the minimum nutritional requirements of Title 15 of the the Board of State Community Corrections (BSCC) standards (as such "Services" are further described herein).

B. CONSULTANT is fully qualified to perform the Services by virtue of its experience and the training, education and expertise of its principals and employees.

The Parties therefore agree as follows:

1.0 EMPLOYMENT OF CONSULTANT. CITY shall engage CONSULTANT and the CONSULTANT shall provide the Services on the terms set forth in this Agreement.

2.0 SCOPE OF SERVICES. As and only to the extent directed by CITY, CONSULTANT shall provide those Nutritional Meal Services described in Exhibit "A" to CITY's reasonable satisfaction. The CONSULTANT shall provide the services upon receipt of a written order by the Designated Official authorizing CONSULTANT to proceed, and only to the extent of such authorization.

3.0 TIME OF PERFORMANCE. CONSULTANT shall provide the Services within the time specified in CITY's order, or within such period of time otherwise is mutually agreed by the Parties, and at all times with reasonable diligence consistent with professional skill and care for like professionals under similar circumstances.

4.0 TERM. The term of this Agreement shall commence on **February 1, 2024**, and shall remain in full force and effect until February 1, 2025, unless sooner terminated as provided in Section 10 of this Agreement. This Agreement may be extended beyond the term only by the written agreement of both Parties.

5.0 COMPENSATION. CITY shall pay CONSULTANT at the rate of \$8.00 per meal served, as described in Exhibit A, provided that the total "NOT-TO-EXCEED" compensation that may be paid to CONSULTANT during the term of this Agreement is \$9,000.00. No claims for additional compensation shall be allowed unless authorized in advance by CITY in writing. Any additional work or expenses authorized by CITY shall be compensated at the rates set forth in Exhibit A. CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

6.0 PAYMENT. Each month, CONSULTANT shall submit invoices to CITY for the Services performed and any authorized reimbursable expenses incurred. The invoices shall describe in detail the services rendered during each day of the period, and shall show the days worked, personnel performing the services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. CONSULTANT shall remit the invoices to the address for CITY specified on page one of this Agreement. CITY

shall review all invoices and notify CONSULTANT in writing within ten (10) business days of any disputed amounts. CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

7.0 STANDARD OF SKILL. CONSULTANT warrants that it possesses the professional expertise necessary to perform the Services. CITY relies upon the skill of the CONSULTANT, and CONSULTANT's staff, if any, to do and perform the Services in a skillful, competent, and professional manner, and CONSULTANT and CONSULTANT's staff, shall perform the Services in such manner. CONSULTANT shall, at all times, meet or exceed any and all applicable professional standards of care. The acceptance of CONSULTANT's work by CITY shall not operate as a release of CONSULTANT from such standard of care and workmanship.

8.0 INDEPENDENT CONTRACTOR. The CONSULTANT is retained by CITY only to the extent set forth in this Agreement, and CONSULTANT's relationship to the CITY is that of an independent contractor. CONSULTANT shall be free to dispose of all portions of CONSULTANT's time and activities that CONSULTANT is not obligated to devote to CITY in such a manner, and to such persons, firms or corporations, as CONSULTANT sees fit except as expressly provided in this Agreement. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT shall not have the status of an employee 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. 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. 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 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 CONSULTANT's employees. CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY may offset against the amount of any compensation due to CONSULTANT under this Agreement any amount due to CITY from the as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section 8.0.

9.0 INDEMNIFICATION. To the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify CITY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, or its officers, agents, servants, employees, subcontractors, 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 professional services under this Agreement. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' 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 Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to CITY and Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement in the absence of the commitment of CONSULTANT to indemnify and protect CITY and Indemnitees.

9.1 The obligations of the CONSULTANT under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. The CONSULTANT's indemnity obligation set forth in this Section 9.0 shall not be limited by the limits of any policies of insurance required or provided by the CONSULTANT pursuant to this Agreement.

9.2 The CONSULTANT's covenant under this Section 9.0 shall survive the expiration or termination of this Agreement.

10.0 TERMINATION OF AGREEMENT. CITY may terminate this Agreement at any time by giving CONSULTANT not less than thirty (30) calendar days' prior written notice. CONSULTANT may only terminate this Agreement for cause, and by giving CITY prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is SO terminated, and provided CONSULTANT is not then in breach, CONSULTANT shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and CONSULTANT shall have no other claim against CITY by reason of such termination.

11.0 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, as well as all applicable standards of Title 15 of the the Board of State Community Corrections (BSCC) standards. The 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.

12.0 MANDATORY INSURANCE. CONSULTANT shall maintain the following insurance coverage throughout the term of this Agreement, and, upon CITY's request, shall provide CITY with evidence of such coverage. Insurance coverage shall be provided in the forms and coverage amounts set forth in this Section 12.0.

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

(a) Insurance Services Office Commercial General Liability insurance (occurrence Form Number CG 00 01).

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

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

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

(a) General Liability: \$1,000,000 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 specific 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.

12.3 Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY prior to the CONSULTANT commencing any work under this Agreement. At CITY's option, either: (i) the insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, its elected officials, officers, attorneys, agents, employees and designated volunteers; or (ii) the CONSULTANT shall provide a bond or other financial guarantee, satisfactory to the CITY, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

12.4 Required Endorsements. Each insurance policy required by this Section 12.0 shall be endorsed as follows:

(a) Except with respect to any employer's liability or professional liability/errors and omission liability policies required by this Section 12.0, CITY, its elected officials, officers, attorneys, agents, employees, independent contractors serving in the role of city officials and designated volunteers shall be named as additional insureds (collectively, "Additional Insureds" sometimes hereafter in this Section 12.0).

(b) Additional Insured Endorsements shall not:

(1) Be limited to "Ongoing Operations";

(2) Exclude "Contractual Operations";

(3) Restrict coverage to the "Sole" liability of the CONSULTANT; or

(4) Contain any other exclusion contrary to this Agreement.

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

(d) 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.

(e) Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and its officers, employees, agents, independent contractors serving in the role of city officials and designated volunteers.

12.5 Other Insurance Provisions. CONSULTANT and CITY further agree:

(a) 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.

(b) Requirements of specific coverage features or limits contained in this Section 12.0 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.

(c) All insurance coverage shall cover CONSULTANT's operations pursuant to the terms of this Agreement.

(d) 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.

(e) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the 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.

(f) 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.

12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 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.

12.7 Verification of Coverage. CONSULTANT shall furnish the CITY with evidence of such insurance consisting of original certificates of insurance and amendatory endorsements. The endorsements shall be on forms approved by CITY. CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, CONSULTANT shall 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. CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

12.8 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 such other party to carry the same insurance as required in this Section 12.0. 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 this Section 12.8. 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.

13.0 WORK PRODUCT.

13.1 Deliverables. CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of Services required under this Agreement. The CONSULTANT shall, upon request by the CITY and upon completion or termination of this

13.2 Confidentiality. Except as otherwise required by law, CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information to which CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3 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 Designated Official. 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 Designated Official, or his or her designees, and shall give the Designated Official, 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.

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign or subcontract 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 Designated Official. Any attempt at assignment or delegation by CONSULTANT in violation of this Section 14.0 shall be void and of no effect.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of Services.

15.2 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain all appropriate permits, licenses, and certificates that may be required in connection with the performance of Services.

15.3 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.*) and California Government Code Section 1090.

15.4 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.

15.5 Accomplishment of Project. 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.

15.6 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.

15.7 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.

15.8 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. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.9 Compliance with Laws. In the performance of the Services, the CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, including but not limited applicable requirements of Title 15 of the the Board of State Community Corrections (BSCC) standards, and with the CITY's Municipal Code, ordinances, regulations and policies.

15.10 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.

15.11 Governing Law. 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. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over CITY.

15.12 Integrated Agreement and Modificaiton 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, and supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. This Agreement may be modified only by a writing signed by both Parties.

15.13 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.

15.14 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, then CITY's request for proposals, if any, shall prevail.

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

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

CITY OF BUENA PARK
a California municipal corporation

CONSULTANT*
On Season Meals; Individual/sole Proprietor
Name of Business

Signature

Signature

Name: Aaron France

Name: Marcus Wright

Title: City Manager

Title: President & CEO

Signature

Name: _____

Title: _____

* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City**

EXHIBIT "A" SCOPE OF SERVICES



To: City of Buena Park

Fr: Marcus Wright, President & CEO

Date: December 5, 2023

On Season Meals (OSM) is a premium meal preparation company that has proudly served the City of Fullerton for the past eight years. Throughout our operations, we have successfully delivered over 200,000 meals to our valued customers. Our unwavering commitment to providing nutritionally balanced meals extends across Southern California, catering to Orange County, LA County, and the Inland Empire. OSM's passion for delivering excellence in meal preparation fuels our drive to continue serving our community for years to come.

As a small local business, we place great emphasis on establishing a strong foundation of proper infrastructure, efficient systems, and effective logistics. This allows us to operate with the efficiency and professionalism typically associated with larger corporations.

We are delighted to express our readiness to become the primary supplier for the Buena Park Police Department, specifically catering to the nutritional needs of inmates, starting January 1, 2024. We aim to ensure a seamless transition that guarantees the fulfillment of each inmate's daily nutritional requirements per the Board of State and Community Corrections (BSCC) Title 15 standards.

Following a comprehensive visit to the Buena Park Police Department, during which we thoroughly examined the menu options, assessed the capacity for food storage, explored meal reheating options, and evaluated the nutrition expectations, we are confident that our services will not only meet but exceed all expectations.

Below is an overview of the resources and tools we have utilized since our establishment:

1. **Food Supplier:** Our food supplier operates out of a spacious facility spanning 90,000 square feet and specializes in providing food in bulk quantities. To meet the standards set by the City of Buena Park and to reflect the same quality as those previously served to inmates, we ensure that all products are sourced from our supplier.
2. **Commercial Kitchen:** Our dedicated OSM team adheres strictly to health and safety guidelines established by the Orange County Health Department. Equipped with commercial-grade refrigerators, freezers, compartmental sinks, ovens, flat grills, and industrial boilers, we ensure proper food preparation, cooking, packaging, and storage processes.
3. **Culinary Team:** Our culinary operations are led by a skilled Executive Chef, Sous Chef, and a team of five additional prep employees.

4. Transportation: Our delivery services play a vital role in our day-to-day operations. We transport meals in insulated bags, accompanied by gel packs that maintain a temperature of 40 degrees Fahrenheit or lower, ensuring the freshness and quality of the food.
5. Orange County Health Department: We possess a valid Orange County Health Permit and undergo regular audits conducted by the OC Health Department to ensure compliance with health and safety regulations.

Again, we are excited to be in consideration for this unique opportunity. Serving the Buena Park Community would be a honor. The tools and resources that we use daily align with the business model and needs for this project. From a cost perspective, we have a few different nutrition packages to consider.

Option #1: Our chef can duplicate your menu and provide breakfast, lunch, and dinner as is. This plan would be \$8.00 per meal. This plan is subjected to price review as needed.

On Season Meals was built on a foundation to serve and change the world one meal at a time. I'm confident in my team's ability to deliver a high level of service weekly. My objective with this opportunity is to build a long-term relationship with your institution and continue to add value throughout Southern California. Please feel free to reach out if there are questions regarding the proposal or about our current business practices/capabilities. I appreciate you taking the time to read my proposal and look forward to hearing from you soon.

Best regards,

Marcus Wright
On Season Meals
President & CEO

© 626-399-1462

(E) marcus@onseasonmeals.org

ADOPT A RESOLUTION CHANGING THE TITLE OF MAYOR PRO TEMPORE TO VICE MAYOR

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	CONSENT CALENDAR Item: 4E
Presented By	Prepared By
Adria Jimenez, MMC, Director of Government and Community Relations/City Clerk	Adria Jimenez, City Clerk
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

- 1) Adopt a Resolution changing the title of Mayor Pro Tempore to Vice Mayor.

PREVIOUS CITY COUNCIL ACTION

At the City Council Meeting of January 9, 2024, the City Council received a study session report and directed staff to move forward with drafting a resolution for adoption.

DISCUSSION

In Buena Park, the Mayor Pro Tem is selected from amongst the City Council Members and might preside over meetings or undertake ceremonial responsibilities in the Mayor's absence. Upon City Council's direction at the meeting of January 9, 2024, the City Council directed staff to draft a resolution to formalize the title change of Mayor Pro Tempore to Vice Mayor. Attached for City Council's adoption is a resolution changing the Mayor Pro Tempore title to Vice Mayor.

BUDGET IMPACT

There is no budget impact with the adoption of this resolution.

Attachments

Reso - Mayor Pro Tempore to Vice Mayor.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BUENA PARK, CALIFORNIA, CHANGING THE TITLE OF
MAYOR PRO TEMPORE TO VICE MAYOR

WHEREAS, California Government Code Sections 34905 and 36801 refer to Mayor Pro Tempore, as do certain sections of the Buena Park Municipal Code and local policies; and,

WHEREAS, the City of Buena Park City Council desires to use the title Vice Mayor as a local preference; and,

WHEREAS, the Vice Mayor must exercise certain powers granted by the Mayor as prescribed in California Government Code Sections 36801 and 36802, and those powers and responsibilities prescribed in the Buena Park Municipal Code and local policies.

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

Section 1. The City of Buena Park hereby certifies that the local preference is to use the title Vice Mayor.

Section 2. The Vice Mayor shall have the duties and powers as a Mayor Pro Tempore as prescribed in the above referenced California Government Code Sections, the Buena Park Municipal Code, and any other applicable statute, rule, or policy setting forth the powers of the Mayor Pro Tempore.

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ATTEST:

Mayor

City Clerk

RESOLUTION NO. _____

Page 2

I, Adria M. Jimenez, MMC, City Clerk, 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

RESOLUTION FOR COMMUNITY-BASED TRANSIT/CICULATORS (PROJECT V) APPLICATION

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	CONSENT CALENDAR Item: 4F
Presented By	Prepared By
Mina Mikhael, P.E., Director of Public Works/City Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Adopt a Resolution approving the submittal of Buena Park Project V application to the Orange County Transportation Authority for funding under the Project V Community-Based Transit/Circulators Program.

PREVIOUS CITY COUNCIL ACTION

At the City Council meeting on November 14, 2023, the City Council directed staff to begin working on an application to the Orange County Transportation Authority (OCTA) for Measure V funding for a community-based transit/circulator program in the Entertainment Corridor.

At the City Council meeting on January 9, 2024, the City Council directed staff to submit an application for Project V funding through OCTA to establish a \$500,000 project within a delineated area of the City of Buena Park.

DISCUSSION

The OCTA Board approved a fifth round of M2 funding for Project V through the Comprehensive Transportation Funding Programs (CTFP), for which applications are due on January 25, 2024. Project V establishes a competitive program for local jurisdictions to develop local bus transit services such as community based circulators, shuttles, and bus trolleys that meet the needs in the areas not adequately served by regional transit. Projects will need to meet performance criteria for ridership, connection to bus and rail services, and financial viability to be considered for funding. All projects must be competitively bid and they cannot duplicate or compete with existing transit services. Projects must meet productivity standards for continued funding and require a minimum local match of 10% for traditional services and a minimum local match of 50% for on-demand services. Strength of applications are scored based on the following scoring criteria: Financial Commitment, Operations Plan/Service Type, and Community Benefit.

Staff is working with a grant writing consultant to prepare and submit an application for an on-demand service within the City. The service would delineate a service area of the City where an operator may provide service at a reduced cost to the customers. This service requires a 50% match from the City and will require formal bidding should the City receive the grant

funding. Applications for this grant opportunity are due on January 25, 2024. Part of the application requirements is an adopted resolution by City Council.

BUDGET IMPACT

Should the grant be awarded, a 50% or \$250,000 local match is required to establish and operate the program annually.

Attachments

240123_BP Project V Reso.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING THE SUBMITTAL OF BUENA PARK PROJECT V APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE PROJECT V COMMUNITY-BASED TRANSIT/CIRCULATORS PROGRAM

The City Council of the City of Buena Park hereby resolves, determines and orders as follows that:

WHEREAS, the Orange County Transportation Authority Community-Based Transit/Circulators program (Project V under Measure M2) establishes a competitive funding program to enable local jurisdictions to develop, test and provide community-based local transit services that complement regional transit services and meets needs in areas not adequately serviced by regional transit; and,

WHEREAS, the Orange County Transportation Authority intends to allocate Project V funds to the incorporated cities and the County of Orange, as applicable; and

WHEREAS, the Orange County Transportation Authority has established the procedures and criteria for selecting projects for funding through a competitive process as identified in the Comprehensive Transportation Funding Program (CTFP) Project V Guidelines; and

WHEREAS, the City of Buena Park desires to provide local community based transit services;

WHEREAS, the City of Buena Park authorizes the nomination of Buena Park Project V, including all understanding and assurances contained therein; and,

WHEREAS, the City of Buena Park has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive Measure M2 funds, including Project V funds; and,

WHEREAS, the City of Buena Park must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement; and

WHEREAS, the City of Buena Park authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and

WHEREAS, the City of Buena Park Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and

WHEREAS, the City of Buena Park will comply where applicable with provisions of the Americans with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City of Buena Park will consult with Orange County Transportation Authority regarding the need for ADA/paratransit services and/or plan prior to starting operations; and

WHEREAS, the City of Buena Park will provide a minimum 50% in matching funds, excluding non-Project V subsidies or net fares collected, as required by the Project V CTFP Guidelines and shall fund its share of the project costs and any additional costs over the identified programmed amount ; and

WHEREAS, the City of Buena Park will not use Measure M funds to supplant Developer Fees or other commitments; and

WHEREAS, the City of Buena Park will give the Orange County Transportation Authority's representatives access to and the right to examine all data, records, books, papers or documents related to the Project(s); and

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Buena Park hereby requests that the Orange County Transportation Authority allocate Project V funds in the amounts specified in the City's application to said City or County from the Project V Community-Based Transit/Circulators program through the Comprehensive Transportation Funding Program (CTFP). Said funds shall be matched by funds from the City of Buena Park as required and shall be used as supplemental funding to aid the City of Buena Park in the implementation of the proposed transit service.

PASSED AND ADOPTED this 23rd day of January 2024, by the following called vote:

AYES: COUNCILMEMBERS: Ahn, Brown, Castañeda, Traut, Sonne

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

Mayor

ATTEST:

City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 12th day of December 2023.

City Clerk

APPROVE THE ANNUAL REPORT FOR THE BUENA PARK TOURISM MARKETING DISTRICT

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	CONSENT CALENDAR Item: 4G
Presented By	Prepared By
Sara Copping, Visit Buena Park Director	Eddie Fenton, Assistant City Manager/Director of Human Resources
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

Approve and file FY 2023-2024 Annual Report for the Buena Park Tourism Marketing District.

PREVIOUS CITY COUNCIL ACTION

At the February 14, 2023, City Council Regular Meeting, City Council approved and filed the Buena Park Tourism Marketing District FY 2022-2023 Annual Report.

DISCUSSION

On September 27, 2016, the City Council approved the formation of the Buena Park Tourism Marketing District (BPTMD), which is a benefit assessment district proposed to help fund marketing and sales promotion efforts for Buena Park lodging businesses with 50 rooms or more within the City boundaries. The 2% assessment added to transient room night stays started on November 1, 2016, for a five-year term. On September 22, 2020, City Council approved renewing the BPTMD for another 10-year term.

As part of the BPTMD approval, the Buena Park Hotel Marketing Association (BPHMA) is a non-profit agency that was formed, which is comprised of six hoteliers and one attraction (Knott's Berry Farm). Primarily the Association implements marketing and sales programs to increase length of stay; drive measurable website traffic and increase hotel bookings through a mix of earned, paid and owned media; build greater awareness of Buena Park's assets and overall destination through B2B and B2C strategies. The Annual Report gives a detailed overview of how the funds are being utilized and highlights marketing achievements and organization accomplishments.

Some notable successes include hosting over a dozen members of media that have collectively reached over 1.17M from theme park enthusiasts to foodie fanatics. Proactive press pitching and content creation garnered over 615 million impressions and advertising value equivalency of over \$2.9M. Noteworthy publications and TV broadcasts include Eater Los Angeles, LA Family Travel, MSN, OC Register, Michelin Media, KLTA, PIX11 New York Morning News, Travel Now on Roku, KNBC, Military Families Magazine, Epoch Times, SoCAL Life Magazine, Orange Coast Magazine, Canadian Traveler, and US News & World Report. Staff attended several tradeshow to meet with prospective buyers including IPW, Go West Summit,

Visit California Mexico, Canada, and Korea events. Expedia campaigns generated over \$4.2M in gross hotel revenue and 30,000 booked room nights. Orange Coast Magazine completed the annual Buena Park Travel Guide. Visitors can request a guide be mailed to their home or download a digital version online. The guides are also distributed at select airports, military bases, AAA offices, and Buena Park hotels.

For FY 2022-2023, there were approximately 3.61 million visitors, spending over \$310M in Buena Park. 96% of visitors came for leisure and 4% came for business purposes. Marketing and sales initiatives generated over \$1.2M in tourism marketing district hotel collections, a 15.6% increase year-over-year. Hotel transient occupancy tax came in just under \$7.46M, an increase of 13.7% year-over-year.

The projected FY 22/23 collections were \$1,000,000. Estimated actual collections were more than anticipated, totaling \$1,215,040 with \$992,026 in carryover from the previous FY, for a total FY 22/23 budget of \$2,207,066. The anticipated collections for FY 23/24 is \$1,250,000 and \$596,824 in carryover from the previous years, for a total budget of \$1.84M. All budget category allocations are within the authorized fifteen percent (15%) adjustment of the total budget from the prior year.

Pursuant to the annual audit provision in the BPTMD, the Association hired Van Lant & Fankhanel, LLP, an independent external audit firm, to perform an audit every year. Van Lant reported that the financial statements of the BPTMD presented fairly and in accordance with accepted accounting principles.

BUDGET IMPACT

There is no budget impact.

Attachments

FY 2023-2024 Tourism Marketing District Annual Report.pdf

FY 2023/2024

ANNUAL MARKETING & FINANCIAL REPORT



MEET THE BUENA PARK HOTEL MARKETING ASSOCIATION BOARD MEMBERS & TEAM



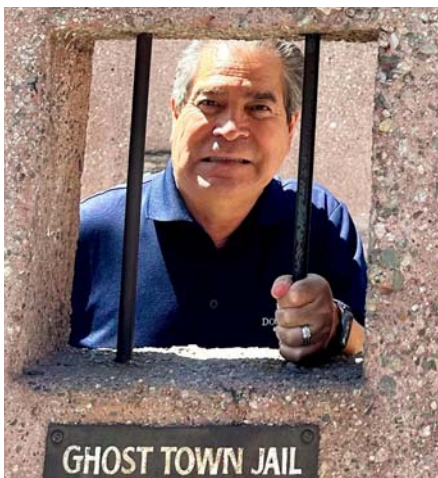
CHAIRMAN
DON PRESCOTT

General Manager
Knott's Hotel



SECRETARY
MARIAH FRITZGES

Marketing Manager
Knott's Berry Farm



TREASURER
JAVIER SOLIS

General Manager
DoubleTree by Hilton

MEET THE BUENA PARK HOTEL MARKETING ASSOCIATION BOARD MEMBERS & TEAM



BOARD MEMBER
CAMILO BRUCE

General Manager
Courtyard Marriott



BOARD MEMBER
JECKSTHER DELA CRUZ

General Manager
Fairfield Inn & Suites



ADVISOR
SARA COPPING

Executive Director
Visit Buena Park



ADVISOR
KARINA DIEZ

Marketing Specialist
Visit Buena Park

VISION

To be known as a fun, affordable destination that is minutes from and home to Southern California's most popular attractions.

MISSION

To become a recognized travel destination and increase visitors and overnight hotel stays to economically impact our city

A CELEBRATED HISTORY OF
FAMILY-FRIENDLY EXPERIENCES



AN ACCESSIBLE LOCATION AND A
GENUINE SENSE OF HOSPITALITY



A PLACE WHERE YOU CAN BE
UNAFRAID OF BEING WHOMEVER

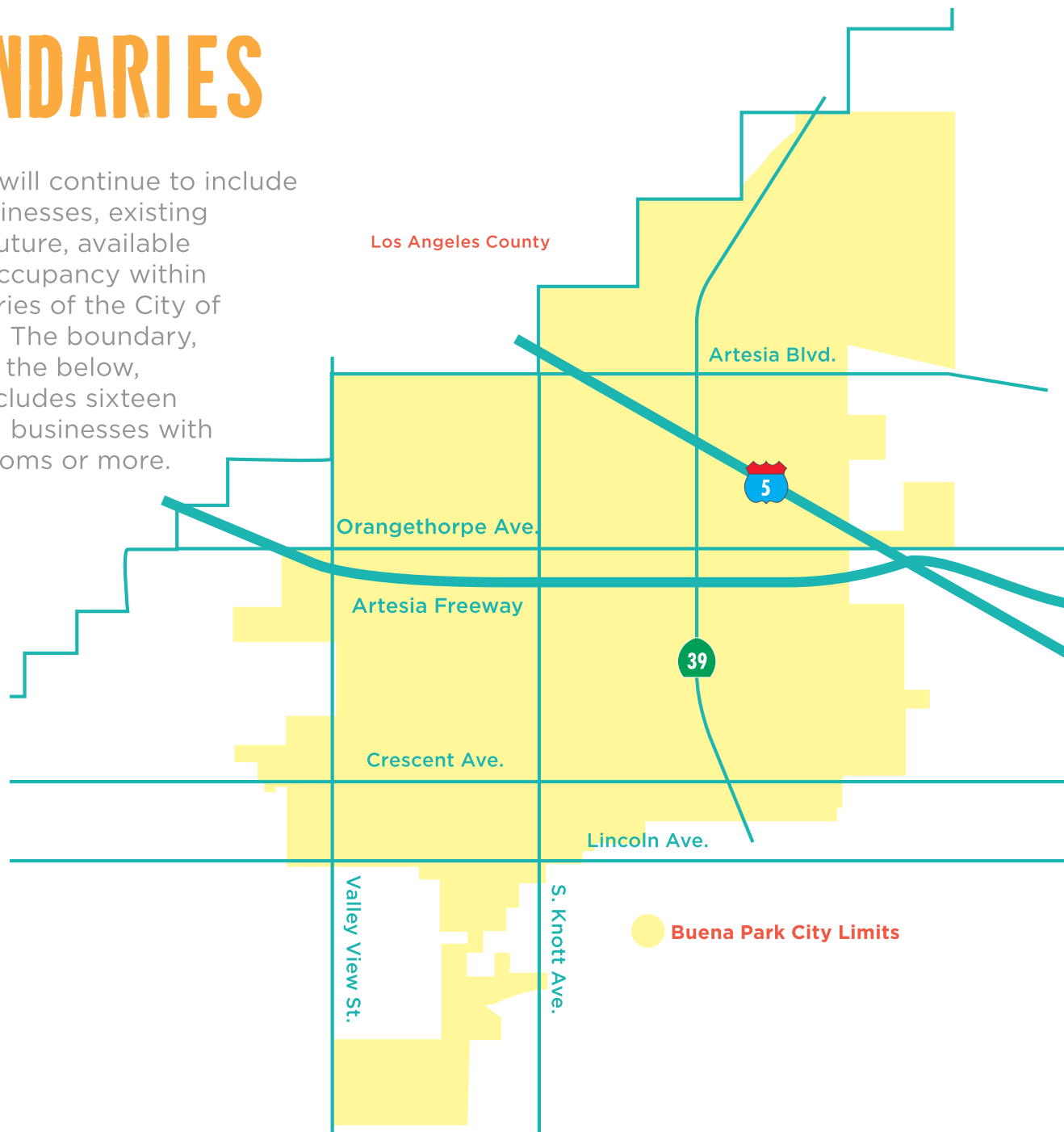


A CITY ROOTED IN **FUN**



BOUNDARIES

The district will continue to include lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Buena Park. The boundary, as shown in the below, currently includes sixteen (16) lodging businesses with fifty (50) rooms or more.



HOTEL OVERVIEW

BUENA PARK HOTEL INVENTORY: **2,575 ROOMS AT 22 HOTELS**

- Holiday Inn transitioned to DoubleTree by Hilton

HOTEL ANNUAL REVENUE: **OVER \$75 MILLION** (22% INCREASE YOY)

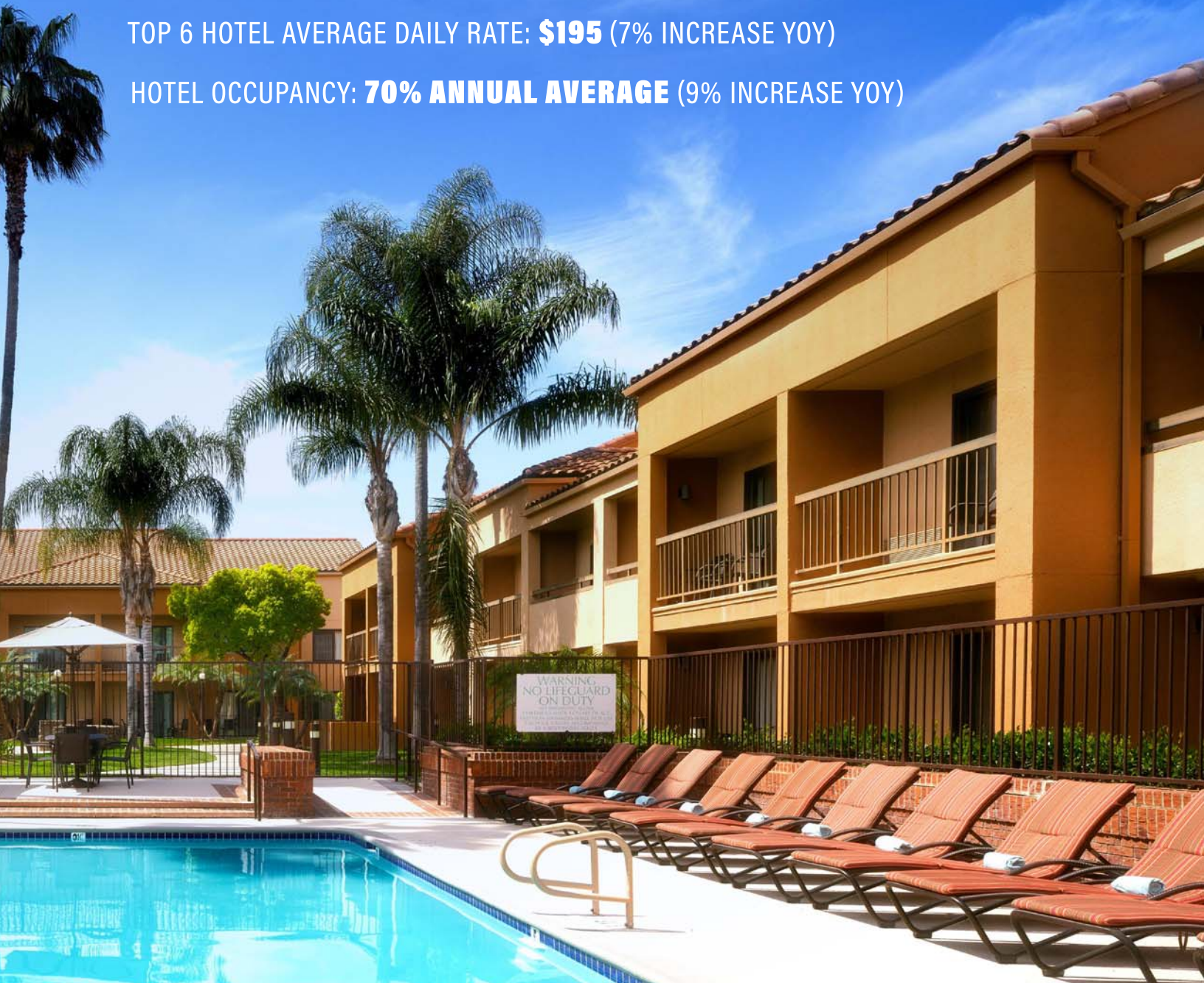
HOTEL TRANSIENT OCCUPANCY TAX: **14.9% INCREASE YOY**

TOURISM MARKETING DISTRICT COLLECTIONS: **15.6% INCREASE YOY**

HOTEL AVERAGE DAILY RATE: **\$124** (8% INCREASE YOY)

TOP 6 HOTEL AVERAGE DAILY RATE: **\$195** (7% INCREASE YOY)

HOTEL OCCUPANCY: **70% ANNUAL AVERAGE** (9% INCREASE YOY)



BUENA PARK HOTEL INVENTORY

Name	Location	# Rooms	Number of Rooms	Meetings Rooms
Knott's Berry Farm Hotel	7675 Crescent Ave	321	223 (2-queens), 51 kings, 16 Single Queen, 31 Oversized rooms	11 Rooms (1 divisible ballroom, 7 individual rooms) 20,000+ total square feet
DoubleTree by Hilton	7000 Beach Blvd	249	140 (2-queens), 109 kings	15 Rooms (4 divisible Ballrooms, 3 individual rooms) 15,000 total square feet
Buena Park Grand Hotel	7762 Beach Blvd	200	140 (2-doubles & sofa bed), 60 kings	5 Rooms (1 divisible Ballroom) 3663 total square feet
Motel 6	7051 Valley View St	187	75 (1-queen) 104 (2-full) 8 handicap accessible (1-full)	
Hilton at The Source <i>Q1 of 2024</i>	6979 Brenner Ave	179	86 Kings, 83 (2 Queen beds), 7 King Bedroom Suites, 1 Presidential Suite	5 Rooms, 6,600 total square feet, largest room is 1,596 square feet
Quality Inn & Suites	7555 Beach Blvd	177	119 (2-queens), 24 suites (2-queens & sofa bed), 34 kings	
Courtyard by Marriott	7621 Beach Blvd	145	45 (2-queens), 10 suites (2-doubles & sofa bed), 90 kings	2 Meeting Rooms (not divisible) 420 square feet each
Fairfield Inn and Suites	7828 Orangethorpe Ave	137	89 (2-queens), 48 kings	2 Meeting Rooms (not divisible) 725 square feet each
Good Nite Inn	7032 Orangethorpe Ave	132	75 (2-queens), 57 kings	
Days Inn	7121 Beach Blvd	131	86 (2-queens), 45 kings	
Howard Johnson	7039 Orangethorpe Ave	100	30 (2-doubles), 31 (2-queens), 39 kings	
Hampton Inn	7307 Artesia Blvd	102	40 - King Beds and 62 (2 Queen Beds)	1,100 Meeting Room square footage
Colony Inn	7800 Crescent Ave	89	70 (2-queens), 19 Kings	
Best Inn & Suites	8530 Beach Blvd	86	42 (2-queens), 24 mini suites (2-queens & Kitchen), 12 family suites (2-queens, bunk bed & kitchen), 8 kings	
The Berry Inn	7930 Beach Blvd	77	33 (2-queens), 11 (1-queen), 23 (king), 10 (1-twin)	
Buena Park Inn	8580 Stanton Ave	63	7 Kings, 7 (1-queen), 49 (2-queens)	
SureStay Hotel	7921 Orangethorpe Ave	50	33 (2-queens), 3 suites (2-queens & 1 king), 14 kings	
Coral Motel	7891 Whitaker St	47	5 kings, (15 2-doubles), 27 (1-queen)	
Travelodge	6532 Auto Center Dr.	33	8 Kings, 15 (2-queens), 10 (1-queen)	
Townhouse Inn	7402 Orangethorpe Ave	27	4 Kings, 20 (2-queens), 3 suites (2-queens)	
Century Motel	7412 Orangethorpe Ave	25	10 Kings, 15 (1-queen)	
Westward Wagon Inn	7830 Crescent Ave	20	15 kings, 5 (2-queens)	
Total		2,575		

2022-2023 ECONOMIC IMPACT OF TOURISM IN BUENA PARK



3.61 MILLION VISITORS



96.8% CAME FOR
LEISURE



3.2% CAME FOR
BUSINESS

81.4%

CAME FOR
THE DAY



18.6%

CAME FOR
THE NIGHT



97% DOMESTIC
TRAVELERS



3% INTERNATIONAL
TRAVELERS



VISITOR SPENDING

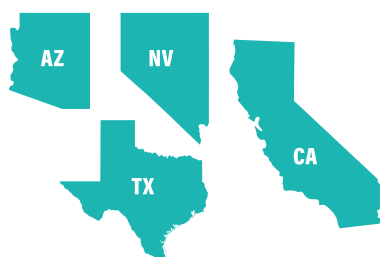
VISITORS
SPENT

\$310,000,000

AVERAGING

\$850K PER DAY

\$35K PER HOUR



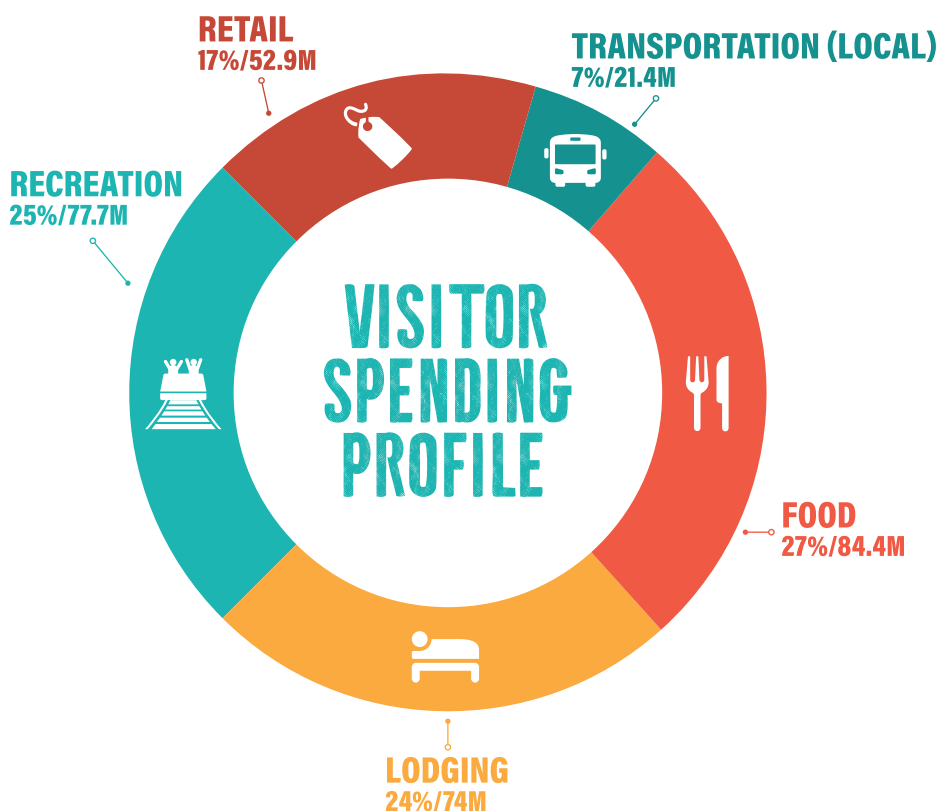
KEY REGIONS OVERNIGHT VISITORS

\$426 MILLION

TOTAL ECONOMIC IMPACT OF
TOURISM IN BUENA PARK

SUPPORTING

3,300 JOBS





DID YOU KNOW?

Visitors contributed a direct impact of \$310 million. This direct impact led to \$116 million in indirect and induced impacts. In total, visitors to Buena Park generated \$426 million in business sales.

SUMMARY ECONOMIC IMPACTS (FY2023)

Amounts in \$ millions



JOB IMPACTS

- Visitor activity sustained 2,696 direct jobs with an additional 598 jobs supported from the indirect and induced impacts of visitor activity. The total jobs impact recovered to 3,294.
- The tourism industry in Buena Park ranked as the 8th largest employer.
- Visitor spending supported the largest number of jobs in the recreation and entertainment industry (1,102) followed by food and beverage with 978 jobs and lodging with 464 jobs.

LABOR INCOME IMPACTS

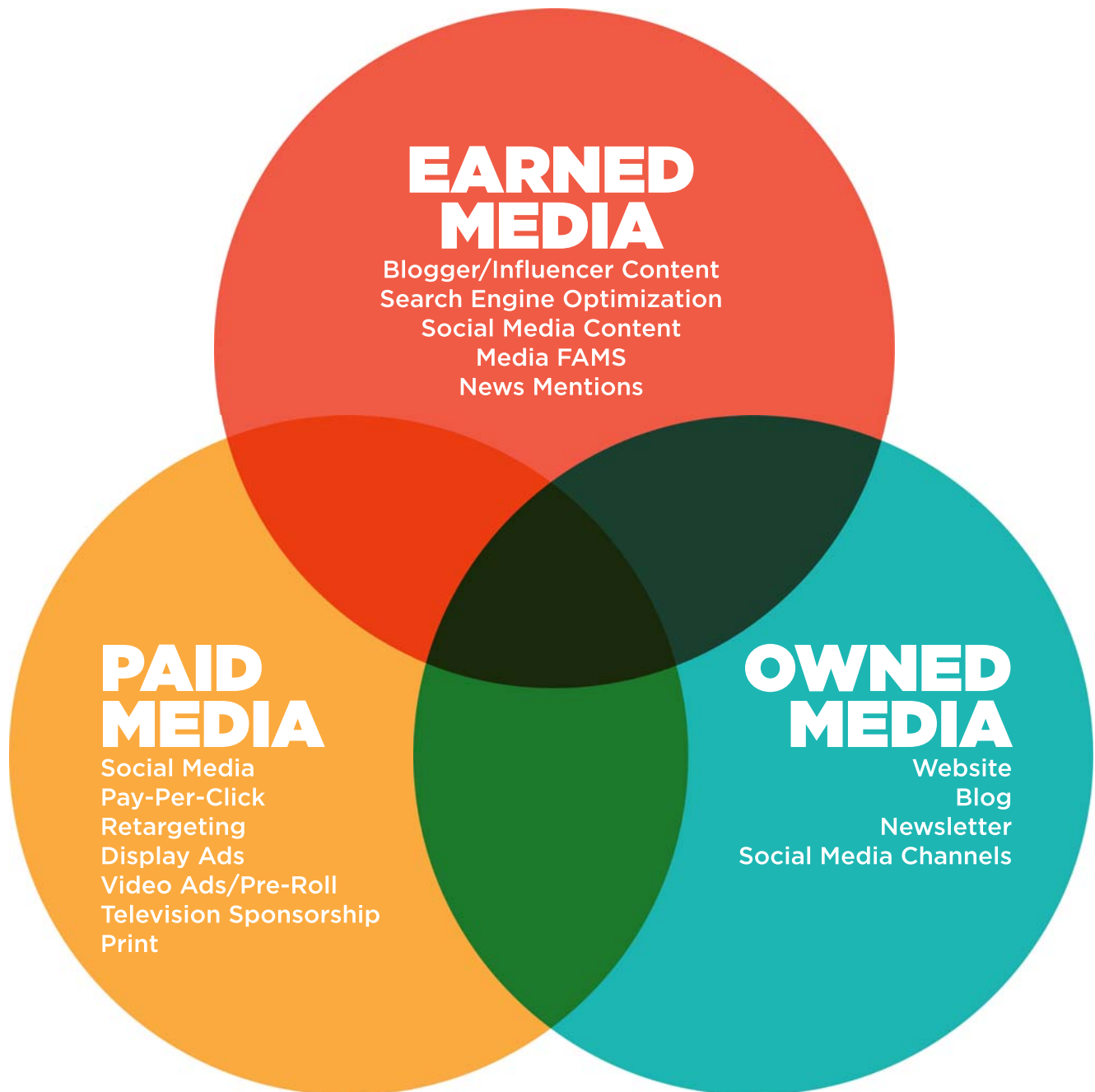
- Visitor activity generated \$120 million in direct labor income and a total of \$158 million when including indirect and induced impacts.

FISCAL (TAX) IMPACTS

- Visitor spending generated \$71.1 million in government revenues.
- State and local taxes alone tallied \$33.4 million.
- Each household in Buena Park would need to be taxed an additional \$1,389 to replace the visitor-generated taxes received by state and local governments.**



BUENA PARK MEDIA MIX





GOALS

- Build awareness of Buena Park's assets and destination by storytelling through video, imagery and content
- Drive measureable web traffic through a mix of earned, paid and owned media
- Increase hotel bookings by focusing on select drive centric geographic markets, high inbound air flight traffic locations and small market states.

STRATEGY

- Increase audience exposure to the brand across all touchpoints of the travel planning journey
- Develop creative marketing campaigns that drive awareness and bookings
- Implement a strategic marketing mix that drives conversions from target demographics
- Create seasonal campaigns that leverage key assets and events
- Test and track each marketing initiative to optimize performance
- Adjust campaigns on an ongoing basis to reach key performance metrics at the lowest cost

LEISURE TRAVELER PERSONAS

Using data from Google Analytics, campaign results, pixel tracking and third party data collection companies, staff developed a preliminary strategy based on personas that are booking and searching in the destination.



1 COUPONING FAMILIES

32-45 Years Old

Household Income: \$125,000+

Quick Facts:

- Typically multiple kids; kids tend to be younger
- Mom makes decisions, loves deals
- 6+ trips per year, 2 big vacations and 4 getaways; Fun break
- Lots of travel centered on kid's activities
- Looks for packages, "kids stay free" offers
- Desired Experience: family bonding

2 ADVENTURE SEEKERS

25-35 Years Old

Household Income: \$100,000+

Quick Facts:

- 6+ trips per year, 2-3 trips around authentic experiences
- No kids
- Frequently travels with other individual travelers
- Desired Experience: Activities and culinary interests



LEISURE TRAVELER PERSONAS



3 GO FOR IT FAMILIES

40-54 Years Old

Household Income: \$150,000+

Quick Facts:

- Teens or older kids at home
- Mom makes decision
- 7+ trips per year
- Desired Experience: Culture, adventure and unique experiences

NEWLY ADDED

4 MILITARY COMMUNITY

Ages: 30-54 Years Old

Household Income: \$75,000+

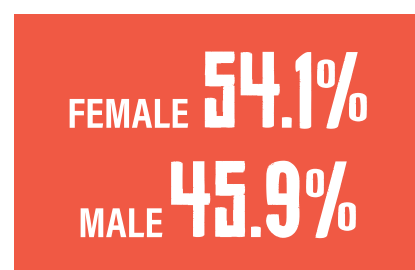
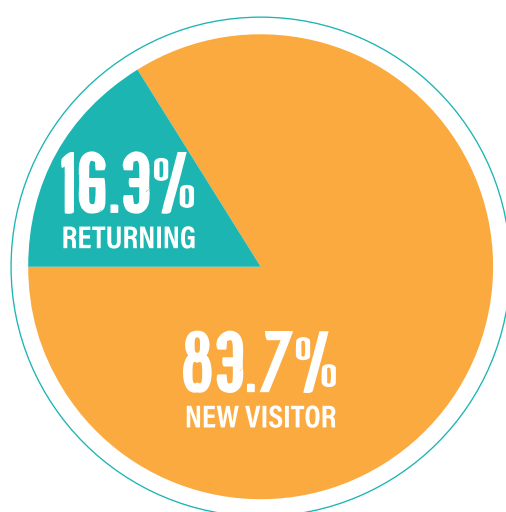
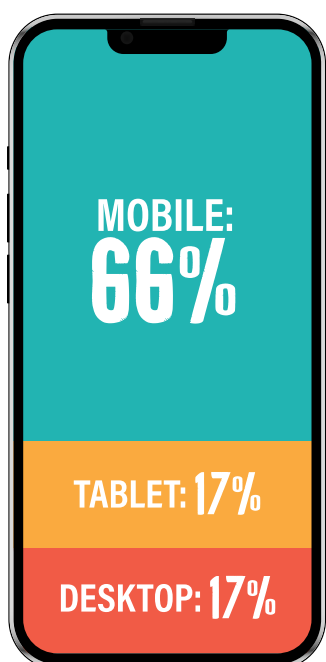
Quick Facts:

- 37 Million service members in US
- 90% use discounts/ 96% share offer
- 1.2T buying power
- Top Regions: CA, AZ, TX, GA, WA, VA, CO & AK

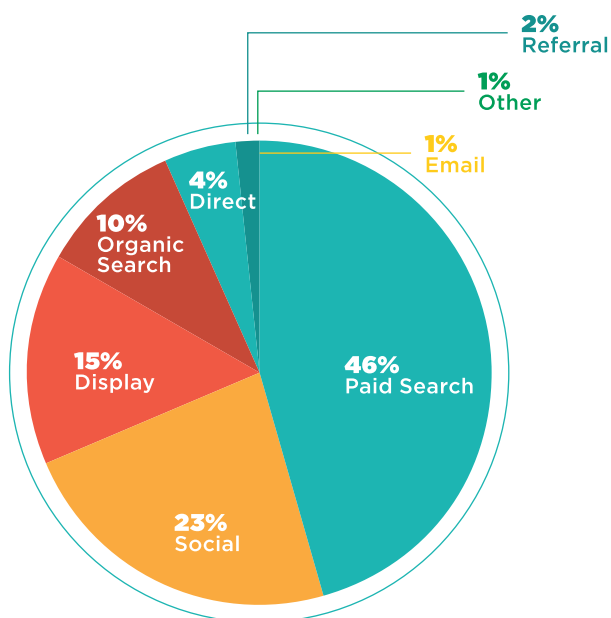


ONLINE VISITOR TRAFFIC AND STATISTICS

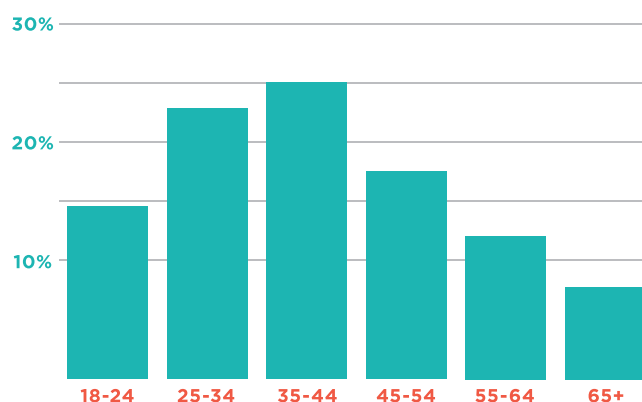
1.99 MILLION PAGE VIEWS (UP 85%)



TOP MARKETING CHANNELS

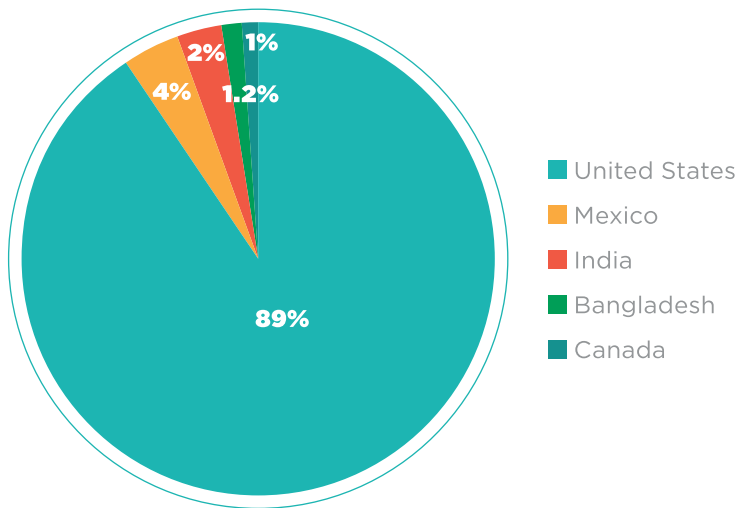


AGE GROUPS



ONLINE VISITOR TRAFFIC AND STATISTICS

INTERNATIONAL MARKETS



TOP TRAFFIC TO LANDING PAGES

1. HOTEL PAGE
2. TRAVEL GUIDE REQUEST
3. DEALS
4. KNOTT'S BERRY FARM BUSINESS LISTING
5. HALLOWEEN
6. CHRISTMAS CHEER BLOG
7. THINGS TO DO IN BUENA PARK
8. WINTER GIVEAWAY
9. KNOTT'S TICKET PORTAL
10. MILITARY YEAR-ROUND



TOP CITIES

1. LOS ANGELES
2. SAN JOSE
3. PHOENIX
4. LAS VEGAS
5. SAN FRANCISCO
6. NEW YORK
7. SAN DIEGO
8. SACRAMENTO
9. CHICAGO
10. TIJUANA

TOP 5 U.S. STATES

1. CALIFORNIA: 36%
(L.A., San Jose, San Francisco)
2. ARIZONA: 7%
(Phoenix, Tempe, Tucson)
3. TEXAS: 6%
(Dallas, Houston, Austin)
4. WASHINGTON: 5%
(Seattle, Tacoma, Bellingham)
5. NEVADA: 4%
(Las Vegas, Sparks, Reno)

LEISURE TRAVELER TOP DOMESTIC FEEDER MARKETS

■ PRIMARY

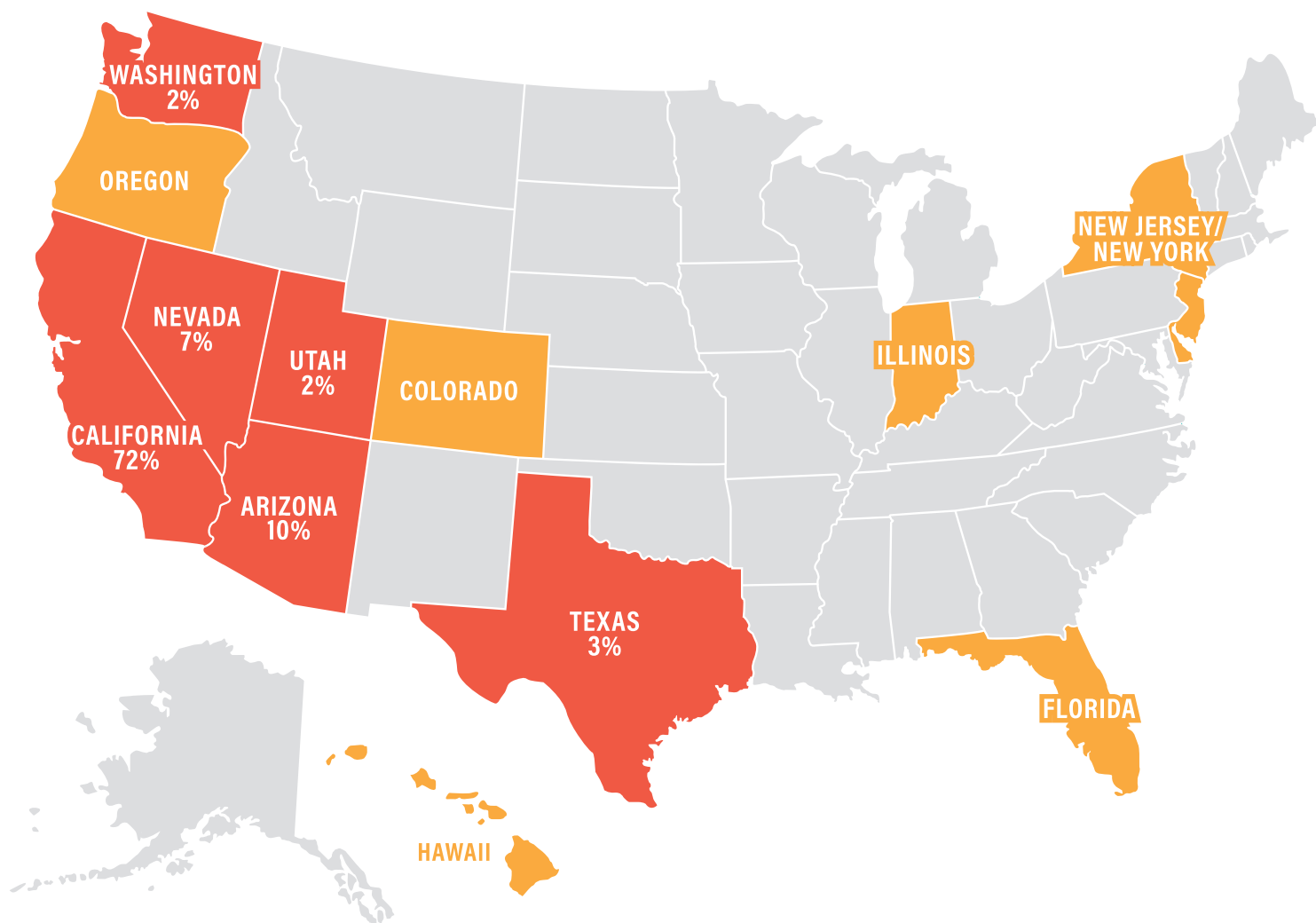
■ GROWTH OPPORTUNITIES

CALIFORNIA TRAFFIC BREAKDOWN

Northern California: **21%**

Central California: **9%**

Southern California: **70%**



PUBLIC RELATIONS PITCHING TIMELINE AND MEDIA EVENTS

	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022
PRESS RELEASES			Meet Romuald Guiot: Porto's New Pastry Chef	The Halloween Capital of SoCAL	Military Exclusive Deals	Knott's Merry Farm: Know Before You Go
				The Future is Bright for Buena Park		"Stocking" Up on Christmas Cheer
				Insider's Guide to Knott's		
				Mind's Behind Scary Farm		
	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022
MEDIA EVENTS				Getaway Today x Knott's Berry Farm Luncheon Networked with 48 influencers	TBEX North America	
				Visit California San Francisco Media Reception Networked with over 80 media		

PUBLIC RELATIONS PITCHING TIMELINE AND MEDIA EVENTS

PRESS RELEASES	December 2023	January 2023	February 2023	March 2022	April 2022	May 2022
	MICHELIN Guide Bib Gourmand	2023 Calendar of Events	Knott's Boysenberry Festival Guide	MICHELIN-Recognized Restaurants in the OC	Year-Round Military Deals	Insider Guide to Knott's Summer Nights
	Enter to Win a SoCAL Getaway	What to Know for the Knott's PEANUTS Celebration				
	Where to Ring in 2023					
MEDIA EVENTS	December 2023	January 2023	February 2023	March 2022	April 2022	May 2022
		International Media Marketplace 24 media appointments			LA Visit California Media Reception Networked with 20+ media	NATJA Conference 16 journalist appointments
						U.S. Travel Association's IPW 20 media appointments and networking

BLOG AND CONTENT CREATION

TOTAL BLOG TRAFFIC: 170,000+ PAGE VIEWS

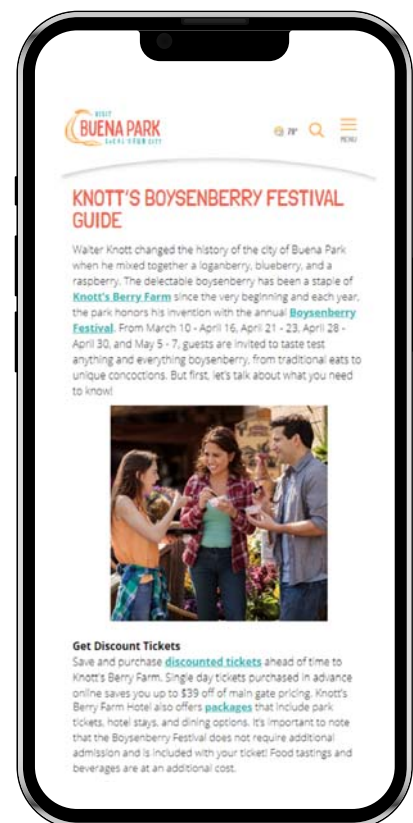
67 BLOGS WERE WRITTEN UNDER THESE CATEGORIES:

- Trip Planning - 22 blogs
- Dining - 27 blogs
- Seasonal Events - 18 blogs

7 BLOG POSTS MADE THE
TOP 25 MOST VISITED WEB PAGES

TOP 10 BLOG POSTS ON VISITBUENAPARK.COM

1. Knott's Boysenberry Festival Guide
2. "Stocking" Up on Christmas Cheer in Buena Park
3. Frugal Family-Friendly Memorial Weekend
4. SoCal's Fun City Honors Military with Exclusive Deals
5. Get the VIP Treatment in Buena Park
6. 10 Best Things to Do in Southern California
7. Top 15 Items You Must Try at Porto's Bakery & Café
8. Top Things to Do Near Anaheim
9. Family-Friendly Attractions in Buena Park
10. Things to Do in Buena Park: The Ultimate Guide



HOSTED JOURNALISTS, BLOGGERS, YOUTUBERS AND INFLUENCERS



AD VALUE EQUIVALENCY:
\$2.9 MILLION

OVERVIEW

MEDIA HOSTED: 20

THEME BREAKDOWN

- 8 - Family Travel
- 8 - Foodie Focus
- 2 - Theme Park Enthusiasts
- 1 - Girls Trip
- 1 - Adventure Travel

PERPETUITY RIGHTS

- 8 Long-Form Videos
- 32 Short-Form Videos
- 148 Photos

PUBLISHED CONTENT

- 12 Blogs/Articles
- 5 Static Instagram Posts
- 32 Instagram Reels
- 13 Facebook Videos
- 5 Static Facebook Posts
- 2 Pinterest Posts
- 8 YouTube Videos

NOTABLE PRESS COVERAGE

The Travel: **2.2M UMV**

Fodor's Travel: **3M UMV**

Paste Magazine: **5.7M UMV**

The Points Guy: **13.4M UMV**

Visit California: **703.4K UMV**

NOTABLE HOSTED MEDIA

Trips with Tykes: **121.9K UMV**

Y Travel: **186.7K UMV**

Globetrotting Ginger: **171K followers**

Jane Ko: **187K followers**

First Date Guide: **149K followers**

Paul's Food Haul: **351K followers**

NOTABLE VIDEO CAMPAIGNS

Alex Khachigian: **126,000** campaign video views

Tim Tracker: **265,118** campaign video views

Hungry with Annie: **421,300** campaign video views

Hungry Hugh: **1,114,000** campaign video views

Hungry OC: **2,275,000** campaign video views



MEDIA PLANNER: LEISURE AUDIENCE

EVENTS/HOLIDAYS	PROMOTIONS	AD PLACEMENTS
-----------------	------------	---------------

July	August	September	October	November	December
July 4th	Labor Day	Labor Day	Knott's Scary Farm	Veteran's Day	
Summer Season	Summer Season	Vampirates	Vampirates	Merry Farm	Merry Farm
Soak City	Soak City	Soak City	Silverado Festival	Christmas	Christmas

July	August	September	October	November	December
Military	Military	Military	Military	Military	Military
					Giveaway

July	August	September	October	November	December
Google Ads	Google Ads	Google Ads	Google Ads	Google Ads	Google Ads
Social Media Ads	Social Media Ads	Social Media Ads	Social Media Ads	Social Media Ads	Social Media Ads
Tripadvisor Ads	Tripadvisor Ads	Tripadvisor Ads	Tripadvisor Ads	Tripadvisor Ads	Tripadvisor Ads
Travelzoo PPC	Travelzoo PPC	Travelzoo PPC	Travelzoo PPC	Travelzoo PPC	Travelzoo PPC
Expedia BP Only	Expedia BP Only	Expedia BP Only	Expedia BP Only	Expedia BP Only	Expedia BP Only
Q3 Expedia OC COOP	Q3 Expedia OC COOP	Q3 Expedia OC COOP	Q4 Expedia OC COOP	Q4 Expedia OC COOP	Q4 Expedia OC COOP
Visit Anaheim Guide Ad	Visit Anaheim Guide Ad	Visit Anaheim Guide Ad	Visit Anaheim Guide Ad	Visit Anaheim Guide Ad	Visit Anaheim Guide Ad
Visit California Guide Ad	Visit California Guide Ad	Visit California Guide Ad	Visit California Guide Ad	Visit California Guide Ad	Visit California Guide Ad
Brandzooka TV Streaming	Brandzooka TV Streaming	Brandzooka TV Streaming	Brandzooka TV Streaming	Brandzooka TV Streaming	Brandzooka TV Streaming
		Fall AAA Texas, Arizona & Washington Print Ad		Winter AAA Western Journey Print Ad	

MEDIA PLANNER: LEISURE AUDIENCE

EVENTS/HOLIDAYS	PROMOTIONS	AD PLACEMENTS
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January	February	March	April	May	June
PEANUTS Celebration	Valentine's Weekend	Boysenberry Festival	Boysenberry Festival	Soak City	Soak City
Valentine's Weekend			Memorial Weekend	Memorial Weekend	Summer Season

January	February	March	April	May	June
Military	Military	Military	Military	Military	Military
Giveaway	Spring Break	Spring Break			

January	February	March	April	May	June
Google Ads	Google Ads	Google Ads	Google Ads	Google Ads	Google Ads
Social Media Ads	Social Media Ads	Social Media Ads	Social Media Ads	Social Media Ads	Social Media Ads
Tripadvisor Ads	Tripadvisor Ads	Tripadvisor Ads	Tripadvisor Ads	Tripadvisor Ads	Tripadvisor Ads
Travelzoo PPC	Travelzoo PPC & Featured Story	Travelzoo PPC	Travelzoo PPC	Travelzoo PPC	Travelzoo PPC
Expedia BP Only	Expedia BP Only	Expedia BP Only	Expedia BP Only	Expedia BP Only	Expedia BP Only
Q1 Expedia OC COOP	Q1 Expedia OC COOP	Q1 Expedia OC COOP	Q2 Expedia OC COOP	Q2 Expedia OC COOP	Q2 Expedia OC COOP
Visit Anaheim Guide Ad	Visit Anaheim Guide Ad	Visit Anaheim Guide Ad	Visit Anaheim Guide Ad	Visit Anaheim Guide Ad	Visit Anaheim Guide Ad
Visit California Guide Ad	Visit CA Guide Ad & Email Blast	Visit California Guide Ad	Visit California Guide Ad	Visit California Guide Ad	Visit California Guide Ad
Brandzooka TV Streaming	Brandzooka TV Streaming	Brandzooka TV Streaming	Hulu TV Commercial Ads	Hulu TV Commercial Ads	Hulu TV Commercial Ads
AAA NorthEast Digital		Spring AAA Explorer Texas Print AD	Holidays with Kids Print Ad	Military Guide Ads & Miramar Air Show Program	

DIGITAL MARKETING REPORT

GOOGLE ADS

ADS DROVE 44% OF TOTAL SITE TRAFFIC
AND 78% OF ALL HOTEL LINK CLICKS

Ad Spend = **\$420K**

CONVERSIONS

Clicks to Hotel Page = **Up 26% YoY**

Travel Guide Requests = **Up 217%**

PPC

Clicks = **Up 106% YoY**

CTR = **13.48% Up 16% YoY**

DISPLAY

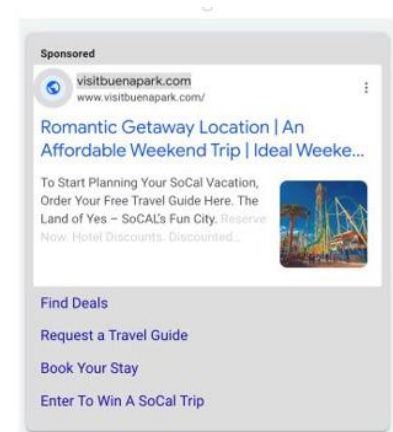
Clicks = **Up 383%**

CTR = **.80% Up 10%**

NEW - PERFORMANCE MAX

Clicks = **457,745**

CTR = **1.68%**



PROGRAMS

OVER 30,000
ROOM NIGHTS BOOKED

**\$4.2 MILLION IN
GROSS HOTEL REVENUE**

IMPRESSIONS = **OVER 6.7M**

SPEND = **\$250K**

EXPEDIA RESULTS

BUENA PARK HOTEL ADS

Over 11,000 room nights booked

\$1.6 Million in gross
hotel revenue

ORANGE COUNTY COOPERATIVE CAMPAIGNS

Over 19,286 room nights booked

\$2.65 Million in gross
hotel revenue

TRIPADVISOR DISPLAY ADS

Impressions = **1.5M**

Clicks = **Over 7K**

Click-Thru-Rate = **.46%**

Spend= **\$35K**



DIGITAL MARKETING REPORT

TRAVELZOO® RESULTS

FEATURED STORY

Impressions = **8.1M**

Views = **25,540**

Cost-Per-Click = **\$1.96**

Spend **\$50K**

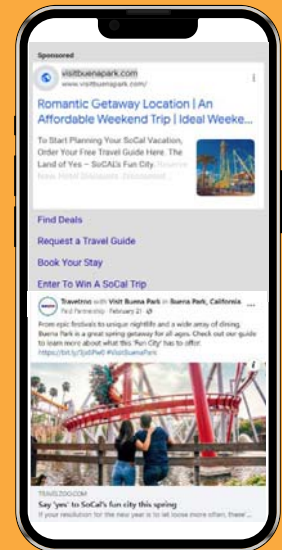
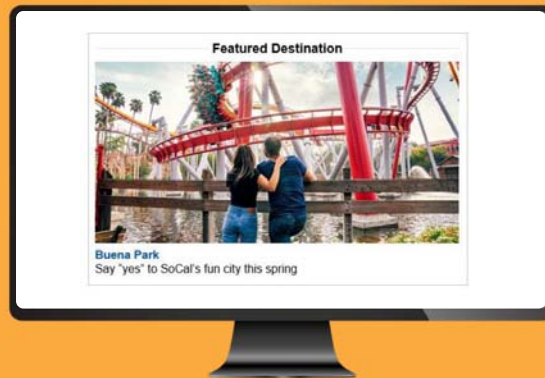
PAY-PER-CLICK

Impressions = **18M**

Cost-Per-Click = **\$1**

Clicks = **24K**

Click Thru Rate = **.14%**



BRAND USA DIGITAL CO-OP

Buena Park + OC Cooperative campaign with Santa Ana and Anaheim. Campaign included: Interactive Travel Guide, Social Media Carousel Ad Units, Display Ads, and Expedia Landing Page

Total Spend = **\$35K Buena Park portion**

CANADA RESULTS

Run Dates:
March 27 - July 2, 2023

Impressions = **5M**

Pageviews = **57,349**

Clicks = **7,952**

Bookings = **\$25K**

MEXICO RESULTS

Run Dates:
February 20 - May 20, 2023

Impressions = **9.5M**

Pageviews = **24,585**

Clicks = **29,191**

Bookings = **\$215K**



VISIT CALIFORNIA DEDICATED EMAIL

Subscribers = **215K**

Open rate = **53%**

Pay-Per-Click = **\$3.80**

Spend = **\$8,500**

AAA NORTHEAST EMAIL BLAST

Sent= **1.9M Subscribers**

Open Rate = **67%**

Spend = **\$10K**

VISIT BUENA PARK NEWSLETTER ROUND-UP

41,209 Subscribers - **68% YoY**

5 Newsletters sent out:
Fall, Winter, New Year, Spring & Summer

28% Open rate

MARKETING PROMOTIONS AND CAMPAIGNS

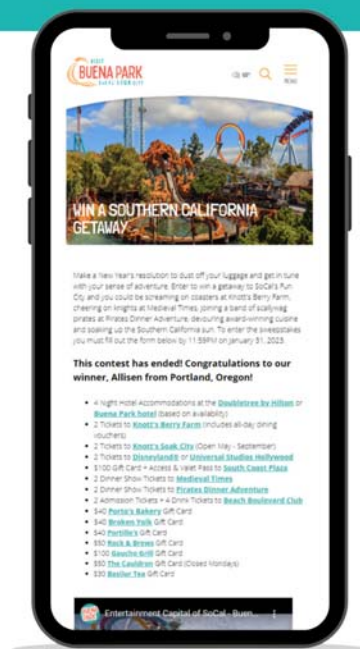
WINTER GIVEAWAY CAMPAIGN

Run Dates: December 2022 & January 2023

Plan: Increase awareness and overnights stays as well as push giving the gift of travel during the holidays during a low season.

Campaign included: Landing Page, VBP Newsletter, Visit CA & AAA newsletter, Press Release, Blog Article, Display Ads, Social Media Ads, Home Page Pop-Up and Tripadvisor Social Media Posts

Results: 32K entries, Over 31K Travel Guide Requests, 61K Hotel Page Visits and 45K giveaway page visits



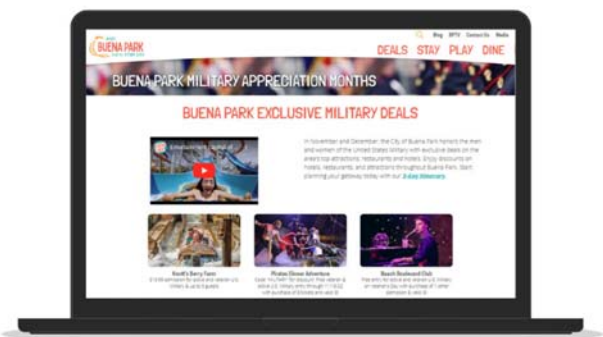
MILITARY APPRECIATION MONTHS

Run Dates: October & November 2022

Plan: Piggyback and monetize off of Knott's Berry Farm's Military Tribute Days by creating a landing page highlighting dining, attractions and hotel Military deals throughout the city.

Campaign included: Landing Page with Deals, VBP Newsletter to Consumer, Press Release, Blog, Pay-Per-Click Ads, Display Ads, Social Media Ads and Hosted Media

Results: 10K+ page views to Military Page



HALLOWEEN SEASONAL PROMOTION

Run Dates: September & October 2022

Campaign included: Landing Page, VBP Newsletter, Travelzoo Email Blast, Press Release, Blogs, Billboard Signs, PPC Ads, Display Ads, Social Media Ads, YouTube Ads, TV Ads, Homepage Pop-Up, and Hosted Media

Results: #5 Most Visited Page



SOCIAL MEDIA RESULTS

Platforms @VisitBuenaPark



facebook + Instagram = ∞ Meta

OVERVIEW

Posts = **159**

Overall Spend = **\$164K**

Impressions = **39.4 Million**

Link Clicks = **480K**

Cost-Per-Click = **\$.98**

Click-Thru Rate = **1.59%**

ThruPlays = **Over 1.4 Million**

Cost Per ThruPlay = **\$.13**

Top Producing Ads or Boosts

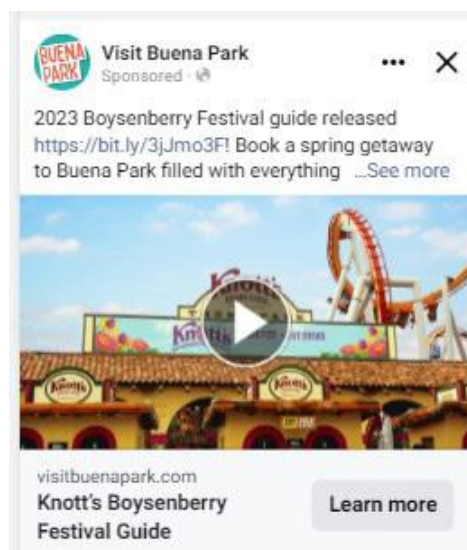
California Tourism Month
198K ThruPlays

Michelin Bib Gourmand
72K ThruPlays

Land of Yes TV Commercial
30K Clicks

Spanish Destination Video
55K Clicks

Boysenberry Festival Guide
Over 122K ThruPlays



SOCIAL MEDIA RESULTS

Platforms @VisitBuenaPark



YouTube

YouTube Video Stats:

Impressions = **3.4M Impressions**

Views = **862,407 Views**

Hours watched = **7,170**

Clicks = **61,098**

Top Performing Videos

Land of Yes

Knott's Berry Farm Business Listing Video

Porto's Bakery Business Listing Video



Pinterest

Pinterest Stats:

Earned = **225,510 Impressions**

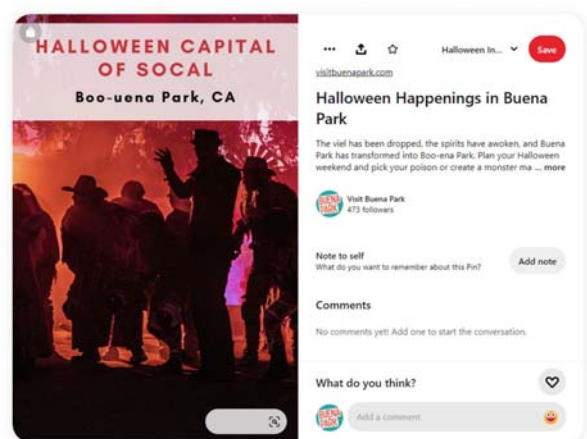
8280 Engagement

Top 3 Posts

Orange County Restaurants

Buena Park, CA

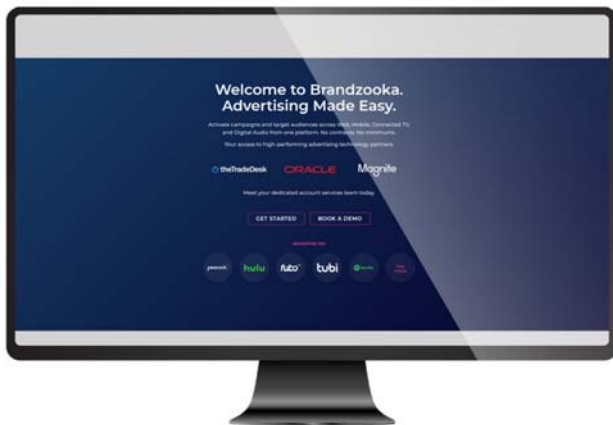
Halloween Happenings



CONNECTED TELEVISION (CTV) AND OVER-THE-TOP (OTT) ADVERTISING

CTV is a device that connects to—or is embedded in—a television to support video content streaming. Different types of CTVs include Xbox, Amazon Fire TV, Apple TV, and more. OTT is the delivery of TV/video content directly from the internet. The video is delivered in a streaming or video-on-demand format which include Netflix, Hulu, and Amazon Prime.

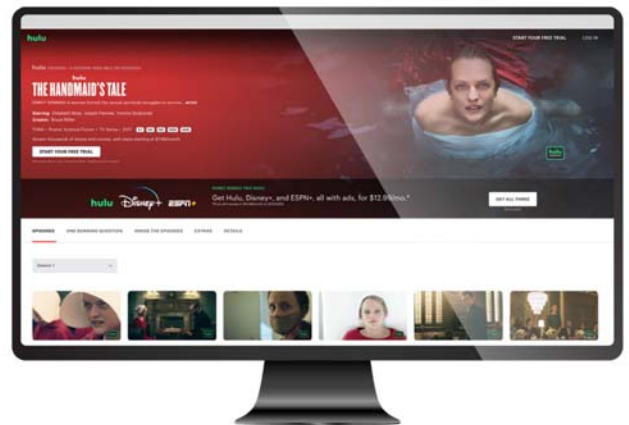
Visit Buena Park staff implemented self-service commercial ads through Hulu ads manager and the Brandzooka platform. The campaigns started with defining target audiences and conversion goals then were beta tested for performance and finally optimized to deliver ads that generate the best results to each target demographic. August 2023, tracking pixels were added to all.



BRANDZOOKA AD RESULTS:

The platform provides direct access to the best digital properties across Web, Mobile, and CTV with relationships across 200+ Digital Publishers and Data Providers. No minimum spend or management fee.

- **July 2022 - March 2023 run dates**
- **\$54K Ad Spend**
- **Over 2.35 Million Impressions**
- **Over 2.2 Million Completed Video Views**
- **Over 2,700 Click-Thrus**



HULU AD RESULTS:

Over 115 million ad-supported viewers, Hulu reaches nearly 50% of connected TV households in the US. The platform is intuitive and simple to use with no management fees.

- **February - June 2023 run dates**
- **\$67K Ad Spend**
- **Over 2.1 Million Impressions**
- **Over 1.1 Million Completed Video Views**

TRADITIONAL PRINT ADS

AAA PUBLICATIONS

AAA Explorer Texas

- Fall 2022 & Spring 2023 Issue
- Full Page
- 500,000 Circulation

AAA Via Arizona

- Fall 2022 Issue
- Full Page
- 1 Million circulation

AAA Western Journey

- Fall & Winter 2022 Issue
- Full Page
- 730,000 Circulation

SOCAL LIFE MAGAZINE

2022 Summer Issue

- Front cover + 6-page article
- 22 Million Print + Online Readers

ANNUAL TRAVEL GUIDES

2023 Visit Anaheim Travel Guide Ad

- Annual Guide Mailed & Downloaded
- Full Page
- 175,000+ Circulation

2023 Visit California Travel Guide Ad

- Annual Guide Mailed & Downloaded
- Full Page
- 250,000+ Circulation

INTERNATIONAL PUBLICATIONS

Holidays with Kids Magazine

- #1 Australian Family Travel Magazine
- 2022 Summer Edition (December – March)
- 1 Full Page Ad + 1 Full Page Editorial
- 1.1 Million Reach/Circulation



MILITARY PUBLICATIONS

Military Guide -

Armed Forces Day (May 15)

- 2-Page Spread Advertorial Style
- 75,000 Circulation

Military Guide - Operation

Appreciation Camp Pendleton

- 2-Page Spread Advertorial Style
- 40,000 Circulation

Miramar Airshow Program

- Show date: September 22-24, 2022
- 2-Page Spread Advertorial Style
- 800,000 Circulation



MARKETING & SALES COLLATERAL

BUENA PARK TRAVEL GUIDE

Mailed = **37,427**

Hotel Distribution = **25K**

Downloaded = **Over 12K**

Top Region Requests:

1. California
2. Arizona
3. Florida
4. Texas
5. New York

MARKETING MATERIAL

- Sales Kit
- Media Kit
- Map
- Hotel Sheet



MARKETING & SALES COLLATERAL

NEW INTERNATIONAL MATERIAL

Mexico Market

- Spanish Media Kit
- Spanish Sales Kit
- 3-minute Spanish Training Video
- Spanish Microsite

South Korea Market

- Korean Media Kit
- Korean Sales Kit
- 3-minute Korean Training Video
- Korean Microsite



HOTEL POSTCARD PROGRAM

The pre-paid postcards are distributed to all 16 hotels. A postcard is given to each guest as they check-in to send to a loved one that resides within the United States.



TRAVEL TRADE & CONFERENCES

STUDENT YOUTH TRAVEL ASSOCIATION CONFERENCE



August 2022 • Washington DC
Hosted 80+ tour operators

GO WEST SUMMIT



February 2023 • Anchorage, Alaska
24 tour operator appointments

IPW



May 2023 • San Antonio
48 travel trade appointments + networking

visit California PARTNERSHIP

Club CA Korea Mission

June 2023 • 73 travel trade partners

VCA Canada Sales Mission

April 2023 • Networked with 20+
trade professionals

Visit California Mexico Sales Mission

January 2023 • 26 tour operator appointments



BRAND ARCHITECTURE

SoCal's Fun City of Buena Park, California has an upbeat brand that encompasses the positive feelings associated with a Southern California vacation. Visit Buena Park's brand identity works in tandem with Knott's to showcase the high energy found across the destination's attractions.



NEW LOGO



WEBSITE SKIN



NEW BUSINESS CARD



NEWSLETTER SKIN



VISIT BUENA PARK SOUVENIRS & GIVEAWAYS



TRADESHOW ATTIRE

FINANCIAL REPORT

The cost of providing improvements and activities for FY 23/24 is consistent with the Management District Plan. The total budget has increased due to normal fluctuations in hotel occupancy and room rates. The anticipated collections for FY 23/24 is \$1,250,000 and \$596,824 in carryover from the previous years, for a total budget of \$1.84M. The categorical breakdown is below. All budget category allocations are within the authorized fifteen percent (15%) adjustment of the total budget from the prior year. The City fee shown in the table below is calculated only on collections and does not include the carryover amount.

FY 23/24 PROJECTIONS

CATEGORY	FY 23/24 BUDGETED	22/23 CARRYOVER	FY 23/24 EXPENSE
Sales & Marketing	\$1,127,500	\$596,824	\$1,724,324
Administration and Operations	\$60,000	\$0	\$60,000
Contingency / Reserve	\$50,000	\$0	\$50,000
City Fee	\$12,500	\$0	\$12,500
Totals	\$1,250,000	\$596,824	\$1,846,824

FY 22/23 ACTUALS

The projected FY 22/23 collections were \$1,000,000. Estimated actual collections were more than anticipated, totaling \$1,215,040 with \$992,026 in carryover from the previous FY, for a total FY 22/23 budget of \$2,207,066. Budgeted and actual expenses are shown below.

CATEGORY	FY 22/23 BUDGETED	FY 22/23 ACTUAL	FY 22/23 CARRYOVER
Hotel Collections	\$1,000,000	\$1,215,040	\$215,040
Sales & Marketing	\$1,892,026	\$1,563,937	\$328,089
Administration and Operations	\$50,000	\$35,561	\$14,439
Contingency / Reserve	\$40,000	\$0	\$40,000
City Fee	\$10,000	\$10,744	\$-744
Totals	\$1,992,026	\$1,610,242	\$596,824

FINANCIAL REPORT

ASSESSMENT

There is no change in the method and basis of levying the assessment. The annual assessment rate is two percent (2%) of gross short-term room rental revenue. Based on the lack of benefit received, assessments will not be collected on revenue resulting from: stays of more than thirty (30) consecutive days; stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty; and stays that any nonprofit organization which, as the result of a disaster, provides at its own expense hotel or motel shelter to any victim of a disaster.

The term “gross room rental revenue” as used herein means: the total consideration charged, whether or not received, for the occupancy of a space in a lodging business valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits, property and services of any kind or nature, without any deduction therefrom whatsoever. Gross room rental revenue shall not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. The assessment shall be disclosed as the “BPTMD Assessment.” The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for any purposes, including calculation of transient occupancy taxes.

TOURISM MARKETING DISTRICT AUDIT

Pursuant to the annual audit provision in the BPTMD Management District Plan, the Association hired Van Lant & Fankhanel, LLP, an independent external audit firm, to perform an audit every year. Van Lant reported that the financial statements of the BPTMD presented fairly and in accordance with accepted accounting principles.



REORGANIZATION PLAN FOR THE POLICE DEPARTMENT'S COMMUNICATIONS UNIT AND APPROVE BUDGET ALLOCATIONS TO ADD ONE ADDITIONAL POLICE LEAD DISPATCHER POSITION

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	NEW BUSINESS Item: 5A
Presented By	Prepared By
Rebecca Valdez, Human Resources Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

1) Approve reclassifying one Police Dispatcher position to Police Lead Dispatcher position in the 9-1-1 Police Communications Unit of the Police Department; and 2) Appropriate funds in the amount of \$9,000 for the remainder of the fiscal year from the undesignated general fund reserve to allocate funding for the reclassified Police Lead Dispatcher position.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The Communications Unit is the hub of the Buena Park Police Department. From the centralized Communications Center, all calls for service are received, evaluated, and prioritized by highly trained Police Dispatchers. The Human Resources Department recently completed a review of staff's succession plan, department goals, and priorities. As a result, staff requests City Council approval to reclassify one Police Dispatcher and upgrade the position to a Police Lead Dispatcher position to ensure that its organizational structure provides for the delivery of exceptional services to the community.

The Human Resources Department recommends the Police Department staffing proposal listed below.

POLICE COMMUNICATIONS UNIT – CURRENT STAFFING

- Police Dispatcher Supervisor (1)
- Police Lead Dispatcher (1)
- Police Dispatcher (9)

Total Current Positions – 11

POLICE COMMUNICATIONS UNIT – PROPOSED STAFFING

- Police Dispatcher Supervisor (1)
- Police Lead Dispatcher (2)
- Police Dispatcher (8)

Total Current Positions – 11

The Police Lead Dispatcher leads, coordinates, and participates in police safety dispatching functions; monitors, evaluates, and responds to radio transmissions from City police officers and other law enforcement agencies and information requests from the public and dispatches appropriate units; trains, evaluates, and orients dispatching staff as to appropriate practices and procedures.

Having two lead dispatchers will improve the operation by:

- Seven (7) day a week supervisory coverage on both day and night shifts
- Expanded quality control and assurance on our call-taking and dispatch services
- Expanded collateral assignment coverage, i.e. District Attorney discovery requests, work scheduling, and Policy/Dispatch Manual Updates
- Development of future supervisory staff & leadership (Succession Planning)

BUDGET IMPACT

This Police Department Reorganization plan will cost approximately \$158,000 annually in salary and benefits as illustrated below. However, staff recommends reclassifying one Police Dispatcher to fund most of this request. Staff recommends a budget amendment in the amount of \$9,000 for the remainder of this fiscal year (50% of the \$18,000 annual cost differences) from the undesignated General Fund reserve for this purpose.

Police Lead Dispatcher: (\$158,000)

Police Dispatcher: \$140,000

Total Annual Amount Needed to Reclassify Police Dispatcher to Police Lead Dispatcher: (\$18,000)

DISCUSS AND PROVIDE DIRECTION REGARDING A CALIFORNIA VOLUNTEERS GRANT APPLICATION WITH CONSERVATION CORP

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	STUDY SESSION Item: 9A
Presented By	Prepared By
Eddie Fenton, Assistant City Manager	Aaron France, City Manager
Approved By	
Aaron France, City Manager	

DISCUSSION

Recently, Mayor Sonne was approached by the Orange County Conservation Corps CEO, Katharyn Muniz, about a joint application with the City for the California Volunteers' Youth Service Corp grant. Given the timeline to submit the grant, staff is bringing this item forward for City Council discussion and direction. Applications for the California Volunteers' Youth Service Corp grant are due on February 2, 2024. The Youth Service Corp grant is the Governor's initiative administered by California Volunteers in partnership with cities across California. The purpose of this initiative is to increase youth employment, develop youth interest in and gain experience towards a career, and to strengthen municipal capacity to address key areas of climate change, food insecurity, education, and public service. Previously, a similar grant was only available to the 13 largest cities in California. However, approximately \$13.6M is being made available to all other counties and cities in an effort to expand the impact. Applications may be submitted for awards up to \$2M per jurisdiction, and may be spent upon contract execution in Spring 2024 through December 2025.

The program will bring together young people across the state to help address urgent challenges in their communities, while simultaneously helping them learn key skills, serve their community, earn an income to help create career pathways, all of which leads to reduced homelessness and crime. If awarded, the City will partner with Orange County Conservation Corps (OCCC) to recruit, train, and place high-need young people (ages 18-30) in positions within a new or existing workforce development program. After the City selects and creates these positions, OCCC would recruit, place, and manage participants as corps members. OCCC would be a sub-grantee with the capacity to manage these programs and young employees. All positions must be 50-100% full-time equivalents. OCCC is recommending an application that includes a request of \$750,000 to \$1M in grant funds.

Previously, OCCC partnered with the cities of Anaheim and Santa Ana to offer similar programs. Staff feels this may be an opportunity to supplement our current workforce by offering opportunities through OCCC's workforce via the Youth Service Corp grant. Specifically, tough to fill part-time positions in the Public Works Department were discussed with OCCC. However, opportunities may be available in several departments. Priority should be given to youth who:

- Have not participated in an AmeriCorp program
- May have difficulty finding employment
- Are low-income
- Are unemployed and/or out of school
- Are or were justice-involved
- Are in or transitioning from foster care

- Are engaged with the mental health or substance abuse system
- Are unhoused/housing insecure/at risk of becoming unhoused
- Are experiencing or have experienced food insecurity

OCCC has a grant writer on staff that would assist with submission of the application. The City has been approached due to the requirement that the application be submitted by a county or city organization. Should the Council approve the submittal, staff will work with OCCC on finalizing the application.

DISCUSS AND PROVIDE DIRECTION REGARDING JOINT USE AGREEMENTS (JUA) WITH THE LOCAL SCHOOL DISTRICTS AND THANKSGIVING CHURCH USE OF THE COMMUNITY GYMNASIUM

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	STUDY SESSION Item: 9B
Presented By	Prepared By
Dale Kurata, Community Services Supervisor	Jim Box, Director of Community Services
Approved By	
Aaron France, City Manager	

DISCUSSION

This is a combined item brought forward by Vice Mayor Ahn and Council Member Castañeda for discussion as it pertains to school district facility usages.

Council Member Castañeda requested a discussion that pertains to City rental fees from Fullerton Joint Union High School District (FJUHS) and for the City to explore Joint Use Agreement (JUA) opportunities with Centralia School District (CSD).

Vice Mayor Ahn requested a discussion that pertains to Thanksgiving Church use of the Community Gymnasium. Additionally, this item includes exploration of a JUA between the City and Thanksgiving Church.

Currently, the City has the following policies and agreements in place related to local school districts:

- City Council Policy Statement No. 26 - Use of Facilities (Att.1)
 - Use of the Buena Park Community Center, Ehlers Event Center, and Police Department Community Room is free of charge to City-sponsored programs and governmental agencies that represent or serve Buena Park residents including school districts.
- Master Facilities Use Agreement with FJUHS (Att. 2)
 - Allows for City's usage of the theater two times per year; and the track once per year.
 - Allows for FJUHS's usage of city facilities.
 - Facility fees are waived, however, either side may assess staff fees.
- JUA with Buena Park School District (BSPD) for operation of the Community Gymnasium on the campus of Buena Park Middle School (BPMS). (Att. 3)
 - The school district has access to the gymnasium before 5:00 pm on school days. The City has access to all other programming hours, including weekends and when school is not in session.
- JUA with BPSD for operation of the future Whitaker School Park (Att. 4)
 - The school has access to the park during school hours. The City has access during non-school hours, including weekends and when school is not in session.
- Agreement for Services with the Savanna School District for the WINGS Afterschool Program (Att. 5)
 - The City offers recreation programming from 2:30-4:30 pm at Holder Elementary during the WINGS Afterschool Program.

Council Member Castañeda requested discussion on fees associated with the City's rental of facilities utilized at Buena Park High School (BPHS) and on exploring JUA options with CSD.

The City has a Master Facilities Use Agreement with FJUHS.

- Allows for City's usage of the theatre two times per year; and the track one time per year.
- Allows for FJUHS's usage of city facilities.
- Facility fees are waived, however, either side may assess staff fees.

Below were fees (staff overtime for custodial, sound engineer) from FY 22-23 for City programs held at BPHS. Invoices for these events are attached for City Council's reference. (Att. 6, 7, 8)

Program	Facility	Date(s)	# Days	Fees
City Track Meet	BPHS Stadium	4/21/23	1 day	\$1,181.02
Youth Theatre	BPHS Theatre	6/3/23 - 6/25/23	13 days	\$5,500.99
Youth Theatre	BPHS Theatre	11/5/22 - 11/27/22	11 days	\$5,315.76
Total				\$11,997.77

The City does not currently have a JUA with CSD. The City does have JUA's with BPSD (for BPMS and the future Whitaker School Park) and an Agreement of Services with Savanna SD for the WINGS afterschool program.

Staff is seeking Council's direction on whether to renegotiate rental rates with FJUHS, and/or explore JUA arrangements with CSD.

On January 11, 2024, staff met with Vice Mayor Ahn and Pastor Mike Kim of Thanksgiving Church to discuss future use of the Community Gymnasium.

Thanksgiving Church is located in Buena Park, near the corner of Knott and Orangethorpe, and adjacent to BPMS. The church is a community partner that has become a resource for the City, BPSD, and the Buena Park community. The church also has outreach programs for the locally unhoused. Over the years, Thanksgiving Church has stated to have hosted over 75 BPSD events including graduations and performances. Additionally, the church allows BPMS student drop off and pickup in their parking lots on school days. BPMS also allows church parking on campus grounds on Sundays.

Historically, from 2009-2018, Thanksgiving Church rented the Community Gymnasium every Sunday from 10:30 a.m. to 1:30 p.m. The church paid the non-profit rate of \$32/hour plus the staff fee of \$20/hour. This equated to \$156 for each Sunday's three-hour rental. Thanksgiving Church discontinued their rental due to costs.

Thanksgiving Church is again requesting to rent the Community Gymnasium for youth ministry sports activities based on availability following church services on Sundays. However, the current fee schedule is cost prohibitive to the church. Thanksgiving Church is requesting a fee reduction for use of the Community Gymnasium on Sundays, or reciprocal JUA arrangement with the City.

Currently, there are other faith-based organizations renting the Community Gymnasium paying the non-profit rate.

Should the Council wish to consider options to decrease the rental rate of the Community Gymnasium for Thanksgiving Church, options include:

- Changing Thanksgiving Church's City Fee Schedule status from non-profit to City-assisted for gymnasium rentals
Gymnasium Fee Schedule (Att. 9)
 - a. City Assisted - \$21 per hour
 - b. Non-profit - \$32 per hour
 - c. Private - \$42 per hour
 - d. Commercial - \$79 per hour
 - e. Staff Fee - \$20 per hour (variable based on size, all rentals are charged at least one staff)
- Waiving Community Gymnasium fees to Thanksgiving Church.

The City Council could also entertain a JUA arrangement between the City and Thanksgiving Church. Potentially, there could be benefit for both sides to utilize each other's facilities.

Staff is seeking Council's direction on reclassifying the rate with Thanksgiving Church, and/or exploring reciprocal JUA options with the church.

Attachments

Policy No. 26 Use of City Facilities.pdf

Master Facility Use Agreement - FJUHSd.pdf

JUA - BPSD Gymnasium.pdf

JUA - Whitaker School Park.pdf

Agreement - Savanna SD Wings Program.pdf

FJUHSd - invoice BPYT Fall Production.pdf

FJUHSd - invoice BPYT Spring Production.pdf

FJUHSd - invoice Track & Field Meet.pdf

City Fee Schedule - gymnasium rentals.pdf



CITY COUNCIL POLICY STATEMENT

RESPONSIBLE DEPARTMENT: CITY COUNCIL

CONTACT PERSON: CITY CLERK

SUBJECT: USE OF CITY FACILITIES

It is the policy of the City Council that the use of meeting rooms at City Hall shall be made available free of charge and limited to city or city-sponsored programs and governmental agencies including school districts.

Use of the Police Department's Community Room shall be available free of charge and limited to city or city-sponsored programs, governmental agencies that represent or serve Buena Park residents including school districts, and non-profit organizations whose majority of membership consists of Buena Park residents. Use by groups other than city or city-sponsored programs shall be limited to once a month, and the hours of use shall be limited to the hours of operation of the Police Department's front counter. Police Department activities shall take priority over other requests for use, and the Police Chief has authority to determine availability of the room for community use.

Use of the Community Center at 6688 Beach Boulevard and all facilities at the Ehler's Community Center shall be available free of charge to city-sponsored programs and governmental agencies that represent or serve Buena Park residents including school districts. Such free use shall be granted on an as available basis, with priority being given to revenue-generating rentals.

Legacy Hall at the Ehlers Community Center shall be available to non-profit organizations providing education services to primarily Buena Park youth, from 2 p.m. to 4 p.m. on Saturdays, provided that the City is reimbursed \$20.00 per hour for staff time. Such use shall be granted on an as available basis, with priority given to City-sponsored events and service maintenance. All other groups or individuals, including non-profit organizations not described above, must pay the required rental fees and may only have access to facilities available for public use. "No-fee" rentals are not permitted due to the cost of staffing, the potential to hinder revenue-generating rentals, and the need to maintain fairness to all community groups.



OFFICE OF THE CITY CLERK

November 21, 2018

Yvette Christianson
Fullerton Joint Union High School District
1051 W. Bastanchury Road
Fullerton, CA 92833

Dear Ms. Christianson:

At its meeting of October 23, 2018, the City Council of the City of Buena Park approved a Master Facility Use Agreement with Fullerton Joint Union High School District.

Enclosed are two (2) original agreements executed by the City of Buena Park. Upon execution of the agreements, please forward one (1) fully executed agreement to the City of Buena Park, City Clerk's Office, 6650 Beach Blvd., Buena Park, CA 90622.

Sincerely,


Adria M. Jimenez, MMC
City Clerk

Enclosure

cc: Jessica Fewer, Management Analyst

RECEIVED

DEC 04 2018

MASTER FACILITIES USE AGREEMENT
BY AND BETWEEN FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
AND THE CITY OF BUENA PARK

CITY CLERK'S OFFICE

THIS MASTER FACILITIES USE AGREEMENT ("Agreement") is dated November 5, 2018, ("**Effective Date**"), by and between the Fullerton Joint Union High School District, a public school district duly organized and existing under the laws of the state of California ("**District**"), and the City of Buena Park, a charter city and municipal corporation duly organized and existing under the constitution and laws of the state of California ("**City**"). District and City may at times be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, California Education Code § 10900, *et seq.*, authorizes both City and District to organize, promote, and conduct programs for community recreation purposes, and to cooperate in providing community recreation programs and facilities that will contribute to general recreational and educational objectives for children and adults of the State; and

WHEREAS, under Education Code § 10905, two (2) or more "public authorities," including the City and District, may cooperate with each other to carry out the purposes set forth in Education Code § 10900, and to that end may enter into agreements with each other and may do any and all things necessary and convenient to aid and cooperate in carrying out said purposes; and

WHEREAS, the District and City are authorized to operate and maintain recreation facilities, including play fields, parks, performing arts centers, hardscapes and other improvements, and, by virtue of that authority, do operate and maintain such recreation facilities; and

WHEREAS, District owns and operates multiple schools and school sites, as further described herein and in the attached Exhibits ("**District Site(s)**"), and such District Sites include recreational play fields, hardscapes and facilities as further described herein and in the attached Exhibits ("**District Premises**"); and

WHEREAS, City owns and operates multiple recreational facilities and active use areas, as further described herein and in the attached Exhibits ("**City Site(s)**"), and such City Sites include recreational play fields, hardscapes and facilities, as further described herein and in attached Exhibits ("**City Premises**"); and

WHEREAS, the District, pursuant to Education Code § 10910, is authorized to "grant the use of any building, grounds, or equipment of the district to any other public authority..., whenever the use of the buildings, grounds, or equipment for community recreational purposes will not interfere with use of the buildings, grounds, and equipment for any other purpose of the public school system[;]" and

WHEREAS, the District has determined, by approving this Agreement, that allowing use of the District Premises by City will not interfere with use of the District Premises for any other purpose of the District; and

WHEREAS, the City, pursuant to its constitutional public powers and its plenary authority over all "municipal affairs," may allow the use of City-owned facilities for purposes consistent with the general health, safety, and welfare of the community; and

WHEREAS, the City has determined, by approving this Agreement, that allowing use of the City Premises by District will not interfere with use of the City Premises for any other purpose of the City; and

WHEREAS, the Parties desire to enter into an agreement, pursuant to which the City will be granted authority to utilize the District Premises, and the District will be granted authority to utilize the City Premises, each without the payment of facility usage or rental fees to the other Party, for the purposes and on the terms mutually agreeable to the Parties; and

WHEREAS, the Parties agree that entering into this Agreement will benefit the community, by providing facilities that promote and preserve their health and general welfare, and will cultivate the development of good citizenship, by providing adequate programs of community recreation.

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

AGREEMENT

1. **AGREEMENT TO COOPERATE.** In furtherance of the purposes of this Agreement, the Parties hereby agree to cooperate in good faith in coordinating the programs and activities conducted on or in the District Premises and the City Premises, respectively. At any time during the term of this Agreement, the Parties shall have the right to add or exclude any property or facility from the scope of this Agreement, provided that any such modification occurring after the Effective Date hereof shall be in writing and require approval of the other Party, in the Party's exercise of reasonable discretion. As used in this Agreement, the term "Owner" shall mean the Party to this Agreement that owns a particular property and/or facility covered by this Agreement, and "User" shall mean the other Party using the Owner's property and/or facility under the terms of this Agreement.
2. **SITE-SPECIFIC EXHIBITS.** In addition to the terms and conditions set forth herein, the Parties shall work cooperatively and in good faith to develop any site-specific Exhibits or documents necessary to, among other things: identify those areas of any District Site or District Premises, or of any City Site or City Premises, that are included or excluded from the scope of this Agreement; terms of use; maintenance and repair obligations; payment provisions; schedule restrictions; and other access, use, or operating terms and conditions applicable to the User of any specific District Premises or City Premises (the "Conditions"). Any such additional "Site-Specific Exhibits" shall, by referencing this Agreement, be deemed to have been made a part hereof. In the event of any conflict between any term of this Agreement and any term contained in any Site-Specific Exhibit, the terms and conditions of this Master Facilities Use Agreement shall be controlling between the Parties. Should the Parties be unable to reach an agreement on any Site-Specific Conditions, the reasonable Conditions desired by the Owner shall govern and control.
 - 2.1. **DESCRIPTION OF DISTRICT PREMISES.** For the purposes of this Agreement, the "District Premises" shall mean and include the recreational facilities, equipment, landscaping, and other recreational buildings, including public restrooms, together with and a reasonable right of ingress and egress, that are specifically described in the Exhibits attached hereto, and what are commonly known as the theater and track facility, and which are located at the District Site known as Buena Park High School, 8833 Academy Dr., Buena Park, CA 90621 (**Exhibit A1**). The City shall be authorized to use the theater facility twice (2x) per calendar year, and the track facility once (1x) per calendar year.
3. **DESCRIPTION OF CITY PREMISES.** For the purposes of this Agreement, the City Premises shall mean the recreational facilities, equipment, landscaping, and other recreational buildings, including public restrooms, that are specifically described in the Exhibits attached hereto, and that are located at the following City Sites:

- 3.1. Carl Brenner Park, located at 7373 San Rafael Dr., Buena Park, CA (**Exhibit B1.1.a**)
 - 3.2. George Bellis Park, located at 7171 8th St., Buena Park, CA (**Exhibit B1.1.b**)
 - 3.3. Images Park, located at Pacific St. and Stratford Court, Buena Park, CA (**Exhibit B1.1.c**)
 - 3.4. Smith Murphy Park, located at 5290 Cameron Dr., Buena Park, CA (**Exhibit B1.1.d**)
 - 3.5. William Peak Park, located at 7225 El Dorado Drive, Buena Park, CA (**Exhibit B1.1.e**)
 - 3.6. Henry Boisseranc Park, located at 7520 Dale St., Buena Park, CA (**Exhibit B1.1.f**)
 - 3.7. John Beat Park, located at 6600 Mt. Shasta Circle, Buena Park, CA (**Exhibit B1.1.g**)
 - 3.8. Larwin Park, located at 6150 Ball Road, Buena Park, CA (**Exhibit B1.1.h**)
 - 3.9. San Antonio Park, located at 8810 San Francisco Drive, Buena Park, CA (**Exhibit B1.1.i**)
 - 3.10. San Marino Park, located at 6200 San Rolando Circle, Buena Park, CA (**Exhibit B1.1.j**)
 - 3.11. Lindbergh Mini Park, located at 4th and Stanton Avenue, Buena Park, CA (**Exhibit B1.1.k**)
 - 3.12. Buena Park Community Center, located at 6688 Beach Blvd., Buena Park, CA (**Exhibit B1.1.l**)
 - 3.13. Ehlers Event Center, located at 8150 Knott Ave., Buena Park, CA (**Exhibit B1.1.m**)
 - 3.14. PoliceDepartment, located at 6640 Beach Blvd., Buena Park, CA (**Exhibit B1.1.n**)
4. **TITLE TO SITES AND PREMISES.** During the Term of this Agreement, each Party shall hold fee title to their Sites, including their Premises, and nothing in this Agreement shall change, in any way, the Parties' ownership interest in their Sites and Premises. Nothing herein shall be construed as creating a lease or easement of any other interest except a permissive, revocable, and limited license to access and use the covered Sites and Premises for the specific purposes of this Agreement.
5. **TERM.** The "Term" of this Agreement shall be for ten (10) years from the Effective Date, unless sooner terminated as provided herein. The Term may only be extended by a separate writing executed by both Parties.
6. **PAYMENT FOR USE OF PREMISES.** There shall be no fees, payment, or compensation due the Owner for the User's use of the Premises in compliance with the terms and conditions of this Agreement, or the terms and conditions set forth in any Site-Specific Conditions.
7. **PREMISES PARKING.**
- 7.1. Beyond the Premises, as further described in the Exhibits attached hereto, each Party shall have non-exclusive use of the parking lots located on the Sites where the Premises are located (collectively "**Premises Parking Lots**"). Each Party shall abide by other Party's policies concerning the use of the Premises Parking Lots, which policies will be provided to each Party at or before the Effective Date. A Party's use of the Premises Parking Lots shall be on a first come, first serve basis. Each Party shall coordinate with the other Party's administration for ongoing direction related to this Section and shall instruct its visitors, invitees and guests to park only at the Premises Parking Lots designated by the administration and in the Site-Specific Exhibits attached hereto.
 - 7.2. Neither Party shall abandon any inoperative vehicles or equipment on any portion of the Sites. Neither Party shall be liable to the other Party's visitors, invitees and guests for any damage to or destruction or loss of any personal property located or stored in any of the Owner's Premises Parking Lots or Sites. Each Party accepts the other's Premises Parking Lots in "as is" condition and acknowledge that the Parties have not made and do not make any warranties whatsoever with respect to availability of parking.

8. USE OF PREMISES.

8.1. District's Use of the District Premises. The District's use of the District Premises for any purpose shall take precedence and priority over the City's use or any other person or entity's use of the District Premises. For purposes of this Section, "District's use" includes the following use(s) of District Premises, without limitation:

8.1.1. Use during any time when the District Site is in school session, including Summer School;

8.1.2. Use during any time that has been scheduled in advance by the District Site principal or other school officers for classes, activities, exercises, or functions; and

8.1.3. Use during any time when District has permitted another person or entity to use the District Premises for specific event(s) or activity(ies).

8.2. City's Use of the City Premises. The City's use of the City Premises for any purpose shall take precedence and priority over the District's or any other person or entity's use of the City Premises. For purposes of this Section, City's use includes the following use(s) of the City Premises, without limitation:

8.2.1. Use during any time that has been scheduled in advance by City administration for City-related activities, exercises, or functions; and

8.2.2. Use during any time when City has permitted another person or entity to use the City Premises for specific event(s) or activity(ies).

8.3. City's Use of the District Premises.

8.3.1. City may use the District Premises in accordance with the Premises Use Schedule (or "calendar") pursuant to Section 8.5, when its use does not conflict with the District's use. City's right of use shall be non-exclusive. City shall be responsible for maintaining and overseeing its and all other applicants' use, excluding District's use, of the District Premises pursuant to the terms and conditions set forth herein. District reserves the right, in its sole discretion, to reasonably preclude or prohibit the use of the District Premises by any person or entity consistent with the District's Rules and Regulations (as defined below) and as a consequence of abuse or misuse of the District Premises, or otherwise when due to a force majeure event.

8.3.2. Civic Center/Community Recreation Act. All scheduling, use, fee/admission fee collection, and other activities conducted by the City on the District Premises shall be compliant with the most recent Fee Schedule adopted and approved by the City Council for the City of Buena Park.

8.4. District's Use of City Premises.

8.4.1. District may use the City Premises in accordance with the Premises Use Schedule (or "calendar") pursuant to Section 8.5, when its use does not conflict with the City's use. District's right of use shall be non-exclusive. District shall be responsible for maintaining and overseeing its and all other applicants' use, excluding City's use, of the City Premises pursuant to the terms and conditions set forth herein. City reserves the right, in its sole discretion, to reasonable

preclude or prohibit the use of the City Premises by any person or entity consistent with the City's Rules and Regulations (as defined below) and as a consequence of abuse or misuse of the City Premises, or otherwise when due to a force majeure event.

- 8.4.2. **Use and Fee Schedules.** All scheduling, use, fee/admission fee collection, and other activities conducted by the District on the City Premises shall be compliant with the Civic Center Act (Education Code § 38130, et seq.), and Community Recreation Act (Education Code §10900, et seq.) as applicable.

8.5. Schedule of Use.

- 8.5.1. The Parties shall manage and coordinate a schedule for all uses of the Premises for four (4) month time frames during each calendar year during the Term ("**Premises Use Schedule(s)**"). Each Party shall submit for and obtain the other Party's approval of the Premises Use Schedule. Each Party shall provide the other Party these Premises Use Schedules for each Site, as indicated below:

Dates Covered in Premises Use Schedule	Date for Approval
Schedule for May 1 – August 31	April 1 of each year
Schedule for September 1 – December 31	August 1 of each year
Schedule for January 1 – April 30	December 1 of each year

- 8.5.2. Except in the event of a force majeure event or an emergency, the Parties shall utilize their best efforts to provide at least ten (10) business days' prior notice of a cancellation of a Party's scheduled use. The cancelling Party shall make good faith and reasonable efforts to provide alternative, available recreational space for the other Party's originally scheduled use, which the other Party shall not unreasonably refuse.
- 8.5.3. Notwithstanding the foregoing, if a Party requires use of a Premise at times other than those set forth in a Premises Use Schedule, it shall provide a written request to the other Party at least seventy-two (72) hours in advance or as soon as possible. The other Party may approve or deny that request at its sole discretion.
- 8.5.4. **Emergencies.** It is understood and agreed by both Parties that notwithstanding the scheduling provisions above, there may from time to time be unanticipated maintenance emergencies, e.g., water main break, roof leak, etc., which are unavoidable and which will interrupt otherwise approved facility use. Notification of all unanticipated maintenance emergencies shall be made known to either Party as soon as possible, in order to expedite scheduling the use of alternative facilities.

8.6. District's Rules and Regulations.

- 8.6.1. City's use of the District Premises shall be pursuant to the District's then existing Policies and Regulations for use of the District Premises ("**District Use Rules**"), as may be amended from time to time. City shall use reasonable efforts to exclude persons and entities as to whom the City is aware have violated the District Use Rules from using the District Premises. The District's current District Use Rules can be found here: <https://www.fjuhsd.org/Page/1919>.

District shall provide City with not less than thirty (30) days' prior, written notice of any change in District Rules that could reasonably affect City's use of District Premises.

- 8.6.2. The Parties agree that the District does not permit the possession, use, sale or consumption of tobacco products, or of any controlled substance on District property, including the District Premises, nor at any other facility of the District, provided that a controlled substance may be used pursuant to a valid prescription.

8.7. City's Rules and Regulations.

- 8.7.1. District's use of the City Premises shall be pursuant to the City's then existing Policies and Regulations for use of the City Premises ("**City Use Rules**"), as may be amended from time to time. District shall use reasonable efforts to exclude persons and entities as to whom the District is aware have violated the City Use Rules from using the City Premises. The City's current City Use Rules can be found here: <http://qcode.us/codes/buenapark/> (Municipal Code Chapter 12.04 – Parks and Public Buildings); <http://www.buenapark.com/city-departments/community-services/parks-pools/pools;> and <http://www.buenapark.com/home/showdocument?id=10329>. City shall provide District with not less than thirty (30) days' prior, written notice of any change in City Rules that could reasonably affect District's use of City Premises.
- 8.7.2. The Parties agree that the City does not permit the possession, use, sale or consumption of tobacco products, or of any controlled substance on City property, including the City Premises, nor at any other facility of the City, provided that a controlled substance may be used pursuant to a valid prescription.

8.8. Personnel and Equipment.

- 8.8.1. At their sole cost and expense, each Party shall provide: (i) such employees, volunteers, or others as are necessary to ensure the safety of all participants, spectators, and others present in connection with such Party's use; and (ii) all personal property (e.g., equipment, materials, supplies, and/or other items) as necessary to permit the use to occur and as necessary to ensure the safety of all participants, spectators, and others present in connection with such Party's use.
 - 8.8.2. The Parties specifically agree that personnel hired by a Party shall be employees or independent contractors of that Party and shall not be construed as employees or independent contractors of the other Party for any purpose whatsoever. If a Party wishes to use the other Party's employees or independent contractors in the conduct of programs (i.e., lifeguards, gym attendants, sport camp instructors, contract instructors, audio-visual crew, technical staff, etc.), the use of such employees shall be subject to a separate written agreement to be negotiated by that Party on terms to be agreed upon.
- 8.9. **Supervision.** Each User shall train and provide an adequate number of competent personnel to supervise all activities on the Owner's Premises. The User shall utilize its best efforts to enforce all of the Owner's rules, regulations and policies while supervising activities or programs on the Owner's Premises.

- 8.10. **Costs.** Each User shall pay the all direct cost of the Owner incurred in connection with the User's use, including but not limited to custodial and security costs, but excluding such recurring charges such as utilities and regular maintenance. Moreover, pursuant to this Agreement and as set forth in more detail in the Exhibits, the Parties shall have reciprocal use of each other's Premises.
9. **CONDITION OF PREMISES.** The Premises are offered for use to the Parties on an "AS IS" basis.
- 9.1. The Parties shall not be required to make or construct any alterations including structural changes, additions, or improvements to their Premises. By a Party's entry and use of the Premises pursuant to this Agreement, the Party accepts the Premises in "AS IS" condition.
- 9.2. The Parties acknowledge that neither Party's agents have made any representation or warranty as to the suitability of the Premises for the other Party's uses as described herein. Any agreements, warranties, or representations not expressly contained in this Agreement shall in no way bind the Parties, and the Parties expressly waive all claims for damages based on any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.
10. **MAINTENANCE AND REPAIRS.**
- 10.1. The Parties will maintain their Premises in a good condition consistent with the condition of the Premises existing at the time of delivery.
- 10.1.1. The Parties shall provide routine maintenance and repair of their Premises, at their sole cost and expense, using the same standards that the Party applies to comparable areas it owns or controls, including, without limitation, mowing athletic fields and parks.
- 10.1.2. Maintenance and/or repair work includes work necessary to prevent or arrest any degradation in the condition of improvements located on Premises, or necessary to otherwise maintain or restore the condition of such improvements. Maintenance and/or repair work may include, but is not limited to: (i) trimming of vegetation, (ii) replanting or replacement of turf, shrubs, trees, et cetera; (iii) replacement and adjustment of irrigation system components; (iv) repaving, resurfacing or slurry-coating of asphalt/blacktop play areas; (v) repaving, resurfacing or slurry-coating of, and re-striping of, parking areas; (vi) repair or replacement of fencing; and (vii) repair or replacement of play-structures, equipment and other improvements located on Premises, or components thereof. The Parties, to the extent permitted by law and applicable contractual arrangements, may perform its maintenance and/or repair obligations using either its own personal or contracted forces under the direct control of the Party.
- 10.1.3. Neither Party makes any representations or warranties as to the condition of the structure of any buildings existing on an Owner's Premises as of the Effective Date. The Parties agree that if the structural elements of any building become damaged to a lesser condition than currently exists, and if such structural damage is due to no fault or negligence of the User, then each Owner will repair the damage in such a manner as to bring it back to a condition which is similar to the condition which exists at the Effective Date; however, each Party may elect to terminate this Agreement or any portion hereof to exclude any damaged Premises.

- 10.1.4. As used in this Agreement, the term "structural elements of the building" are defined as and shall be limited to the foundation, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof excluding skylights. Plumbing, electrical and heating systems shall be considered "structural elements of the building" excluding, however, those repairs and maintenance items which can be completed without wall or floor removal.
- 10.1.5. The Parties shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this Agreement. Each User shall bear the responsibility to complete a visual inspection of any Premises immediately before use for any defects, damage, or hazards to person or property, and upon observing any of the foregoing, taking reasonable action to remediate or avoid such risk or hazard. The Parties hereby expressly waive the provisions of section 1932 of the Civil Code of California.
- 10.1.6. The cost of re-keying, if necessary, shall be the responsibility of the Party holding fee title to the Site.
- 10.2. **Damages.** Each User shall be responsible for damage occurring during its use of the Premises to the extent provided in Section 19, Mutual Indemnification.
11. **NO ALTERATIONS OR IMPROVEMENTS.** The User shall not construct or cause to be constructed any alterations or improvements on the Premises of the Owner, without that Owner's prior, written consent.
12. **FINGERPRINTING AND CRIMINAL BACKGROUND VERIFICATION.** The Parties shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. Upon request by a Party, the other Party shall provide written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements to Party. The Parties' obligations to provide documentation verifying compliance with this section shall survive termination of this Agreement.
13. **SAFETY OF PROPERTY.** The Premises may be monitored by a safety system or protocol implemented, maintained and operated by the Parties ("**Safety Measures**"). However, the Parties specifically acknowledge, understand, and agree that the Parties are neither responsible for nor have the obligation to supply, provide, establish, maintain, or operate Safety Measures for the Premises. The Parties further expressly acknowledge and agree that the Parties shall not be liable for and are hereby released from any and all responsibility for any damage, loss, or injury to the other Party or its personal property resulting or arising out of any criminal activity (including, but not limited to, any damage, loss, or injury resulting from intrusions, petty theft, vandalism, or other similar criminal acts) that may occur on or near the Premises, regardless of whether a Party was able to, actually did, or failed to provide notice to the other Party of a safety incident or situation occurring on the Premises which led to the damage, loss, or injury caused by any criminal act. Except as otherwise provided herein, the Parties make no warranties or representations as to the safety or security of the Premises, or Safety Measures. Unless expressly agreed to by the Parties, the Parties shall be responsible, at their sole cost, for supplying, providing, establishing, maintaining, and operating their own safety measures, protocols, personnel, or systems to encourage and ensure the security of each Party, its agents, officers, employees, licensees and invitees, and the Premises ("**Party's Safety Measures**"); provided, however, that Party must obtain prior written approval from the other Party prior to employing the Party's Safety Measures that are inconsistent with the Owner's Safety Measures.

14. **ACCIDENT/INCIDENT REPORTING.** Each Party shall submit written accident/incident reports to the other Party as soon as practicable but not more than twenty-four (24) hours after the occurrence of or a Party's receipt of information or notice regarding any accident or incident that occurs on the Premises including related claims, arrest or criminal charges associated with that Party's use of the Premises or Party's staff working on the Premises. Submission of written accident/incident reports shall be made pursuant to the section entitled "Notices." Accident/injury reports shall also be verbally reported to the Party's "Maintenance Office" during normal business hours and to the Buena Park Police Department if a criminal act is involved, during non-business hours.
15. **INSPECTION OF PREMISES.** The Parties agree to provide each other with keys for the Premises as may be needed. The Parties and/or its agents may enter their Premises at any reasonable time for the purpose of inspecting the Premises and/or exhibiting the Premises to prospective lessees, occupants, purchasers or mortgagees.
16. **TERMINATION.** Termination of this Agreement may be for convenience or cause as specified below.
- 16.1. **Termination for Convenience.** Either Party may terminate this Agreement in whole, or as to any Site or Premises, for any or no reason, by written notification sixty (60) days prior to the effective date of the termination.
- 16.2. **Termination for Cause.** Either Party may terminate this Agreement immediately for cause. Cause shall include, without limitation:
- 16.2.1. Material violation of this Agreement by City or District; or
- 16.2.2. Any act by a Party exposing the other Party to liability to others for personal injury or property damage; or
- 16.2.3. Either Party is adjudged a bankrupt, makes a general assignment for the benefit of creditors or a receiver is appointed on account of a Party's insolvency.
- 16.3. The foregoing provisions and provisions of this Agreement are in addition to and not a limitation of any other rights or remedies available to District and/or City.
- 16.4. Upon termination of this Agreement, each Party shall be responsible to restore the other Party's Premises to its condition as it existed prior to the commencement of this Agreement with no damage thereto, reasonable wear and tear excepted, or as otherwise documented by the User upon commencement of use.
17. **REMEDIES FOR BREACH.** Except for termination for cause pursuant to Section 17.2, in the event either Party is in default of this Agreement, the non-defaulting Party may allow up to thirty (30) days for the defaulting Party to "cure" the default, following service of a notice of default and a demand to cure. In the event that the defaulting Party fails to cure its default within such period of time, and subject to any conditions or obligations made applicable by the prior or continuing expenditure of grant funds in relation to any City Premises or District Premises, the non-defaulting Party shall have the right to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. Any termination under this Section or Section 17 shall not release a Party from the

payment of any sum or payment for use of the Premises then due to a Party or from any claim for damages previously accrued or then accruing against a Party. Any dispute as to the existence of a material breach, the acceptability of a cure for each alleged breach, or the appropriate remedy for each and every material breach of this Agreement shall be resolved by mediation and/or arbitration by a mediator/arbitrator agreeable to both Parties. Arbitration of disputes as to material breach of this Agreement shall be final and binding as the exclusive remedy for enforcement of the rights and responsibilities of all Parties.

18. **INDEMNIFICATION.** To the fullest extent permitted by California law, each Party shall defend, indemnify, and hold harmless the other Party and its board members, representatives, officers, officials, consultants, employees, trustees, volunteers, agents, and invitees from and against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or expense, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless, or negligent conduct resulting from the use, conduct, or any activities of a Party related to this Agreement. However, neither Party shall be indemnified herein for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

19. **INSURANCE.**

- 19.1. Insurance is to be obtained from insurer(s) with a current A.M. Best Insurance rating of no less than A- minus: VII and subject to each Parties approval. Each Party shall furnish the other with the original certificates and amendatory endorsements effecting coverage required.
- 19.2. Each Party acknowledges that the insurance to be maintained by the Parties on the Sites will not insure any of Party's property or improvements made by Party.
- 19.3. Each Party, at each Party's expense, shall obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance, an excess liability/umbrella policy and a comprehensive auto liability policy insuring the other Party and the other Party's Indemnitees as additional insureds against claims and liabilities arising out of the operation, condition, use, modification, maintenance, or occupancy of the Sites and all areas appurtenant thereto, including parking areas. Each Party's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned.
- 19.4. Each Party's commercial general liability insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than Two Million dollars (\$2,000,000) for bodily injury or death and property damage as a result of any one occurrence and a Five Million Dollar (\$5,000,000) general aggregate policy limit. In addition, each Party shall obtain an excess liability/umbrella coverage policy in the aggregate amount of Five Million Dollars (\$5,000,000). Each Party's commercial auto liability policy shall be in an amount of not less than Five Million Dollars (\$5,000,000) combined single limit.
- 19.5. The insurance carrier, deductibles and/or self-insured retentions shall be approved by each Party. Within five (5) days of the Effective Date, each Party shall deliver to the other Party a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:
- 19.5.1. Not be canceled or altered without thirty (30) days' prior written notice to the other Party;

19.5.2. State the coverage is primary and any coverage by other Party is in excess thereto;

19.5.3. Contain a cross liability endorsement; and,

19.5.4. Include an endorsement naming the other Party and the other Party's Indemnitees as additional insureds.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, each Party shall deliver to other Party a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

19.6. During the Term, each Party shall comply with all provisions of law applicable to the Party with respect to obtaining and maintaining workers' compensation insurance.

19.7. Each Party waives the right of subrogation as to all required Insurance.

19.8. Either or both Parties may satisfy the requirements of this Section 20 through a program of self-insurance acceptable to the other.

20. **SIGNS.** The Parties may, at a Party's sole cost, have the right and entitlement to place a sign on the Premises to advertise the Party's uses, provided the Party obtains the prior written approval and consent of the Owner as to all aspects of any sign, including the location, size, verbiage and appearance of each sign. Any signs shall be at the sign owner's sole cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of a Party's signs, the Parties agree to cooperate with each other in obtaining any governmental permits which may be necessary. Throughout the Term of this Agreement, the Party placing the sign shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Agreement, or such other time provided as a condition of the Owner's consent, the Party that installed the signs shall remove any signs which it has placed on the Premises and shall repair any damage caused by the installation or removal of its signs.

21. **SURRENDER OF AGREEMENT NOT MERGER.** The voluntary or other surrender of this Agreement by a Party, or a mutual cancellation thereof, shall not work a merger and shall, at the option of the other Party, terminate all or any existing rights of third parties acting through such Party and this Agreement to use the Premises.

22. **NOTICE.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered by overnight delivery service, addressed as follows:

If to City:

City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621
Attn: City Manager

If to District:

Fullerton Joint Union High School District
1051 W. Bastanchury Road,
Fullerton, CA 92833
Attn: Chief Business Officer

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

23. **SUBCONTRACTING AND ASSIGNMENT.** The Parties shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Agreement or use of all or part of the Premises. Any purported transfer shall be void and shall, at the other Party's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section. Neither Party shall subcontract any required performance without the prior, written consent of the other Party.
24. **ENTIRE AGREEMENT OF PARTIES.** This Agreement sets forth the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
25. **CALIFORNIA LAW.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the Superior Court, Orange County, California.
26. **COMPLIANCE WITH ALL LAWS.** The Parties at their own expense comply with all applicable federal, state and local laws, regulations, and ordinances. Each Party shall also comply with any and all laws, statutes and regulations pertaining to air and water quality, hazardous materials, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations) and the other Party's Use Policies, rules and regulations relating to same ("Environmental Laws").
- 26.1. The judgment of a court of competent jurisdiction, or a Party's admission in an action or a proceeding against a Party, whether the other Party is a party to it or not, that Party has violated any law or regulation or ordinance in their use of the Premises shall be considered conclusive evidence of that fact as between the Parties. If a Party fails to comply with any law, regulation or ordinance, the other Party may terminate for default.
- 26.2. The Parties shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by a Party or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of field equipment fuel, standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). The Parties shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "**Hazardous Materials**" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 et seq., (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term "**Hazardous Materials Law**" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water

Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

- 26.3. The Parties will promptly notify each other in writing if a Party has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws. The Parties shall promptly provide copies to each other of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. The Parties shall promptly supply each other with copies of all notices, reports, correspondence, and submissions made by a Party to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. The Parties shall promptly notify each other of any liens threatened or attached against the Premises pursuant to any Environmental Laws.
- 26.4. Each Party and the Party's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by that Party, may (but without the obligation or duty to do so), at any time and from time to time, on not less than ten (10) business days' notice to the other Party (except in the event of an emergency, in which case, no notice will be required), inspect its Premises to determine whether a Party is complying with the Party's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as the Parties may agree.
- 26.5. Each Party shall indemnify, defend (by counsel reasonably approved in writing by the other Party), protect, release, save and hold harmless the other Party from and against any and all Claims arising from any breach by any Party of its covenants under this Section.
27. **ATTORNEYS' FEES.** If either Party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.
28. **WAIVER.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
30. **COUNTERPARTS.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

31. **CAPTIONS.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.
32. **SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect under the applicable law, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.
33. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each Exhibit attached hereto are incorporated herein by reference.
34. **MODIFICATION.** This Agreement, or any Exhibit attached hereto, may be amended in writing signed by both City and District. City's Council and District's School Board must approve this Agreement and Exhibits and any changes or modifications thereto.
35. **NONDISCRIMINATION.** Neither Party shall discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, disability, or any other basis prohibited by law in the operation of any of their programs or employment practices. The Parties affirm they are equal opportunity employers and shall comply with all applicable federal, state and local laws and regulations.
36. **AUTHORITY.** The person(s) executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.
37. **FORCE MAJEURE.** In addition to specific provisions of this Agreement, performance by a Party shall not be deemed to be in default, and all performance or other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party, such as but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; limitation of supplies; epidemics; quarantine restrictions; freight embargoes; lack of transportation; litigation; unusually severe weather; acts or omissions of another party; or any other causes beyond the control of or without the fault of the Party claiming an extension of time to perform. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and City as of the Effective Date.

The "District"

Fullerton Joint Union High School District,
a political subdivision of the State of California

By: _____
Dr. Scott Scambray
Superintendent

The "City"

City of Buena Park,
a Charter City and municipal corporation

By: _____
Jim Vanderpool
City Manager

By: _____

Attest: _____
By: _____
Adria M. Jimenez, MMC
City Clerk



Exhibit A1
Description of District Site/Premises

- 1. Buena Park High School, located at 8833 Academy Dr., Buena Park, CA 90621**
 - a. The Buena Park High School Premises subject to this Agreement include the following:
 - i. The theater (two (2) times per year); and
 - ii. The track (one (1) time per year)
 - b. A map depicting these Buena Park High School Premises is included below.



Buena Park High School Premise

Exhibit B1
Description of City Site/Premises

1. The recreational facilities, equipment, landscaping, and other recreational buildings, including public restrooms, all as further described in the Exhibits attached hereto and that are located at the following City Sites:

- a. Carl Brenner Park, located at 7373 San Rafael Dr., Buena Park, CA

- i. A map depicting these Carl Brenner Park Premises is included below.

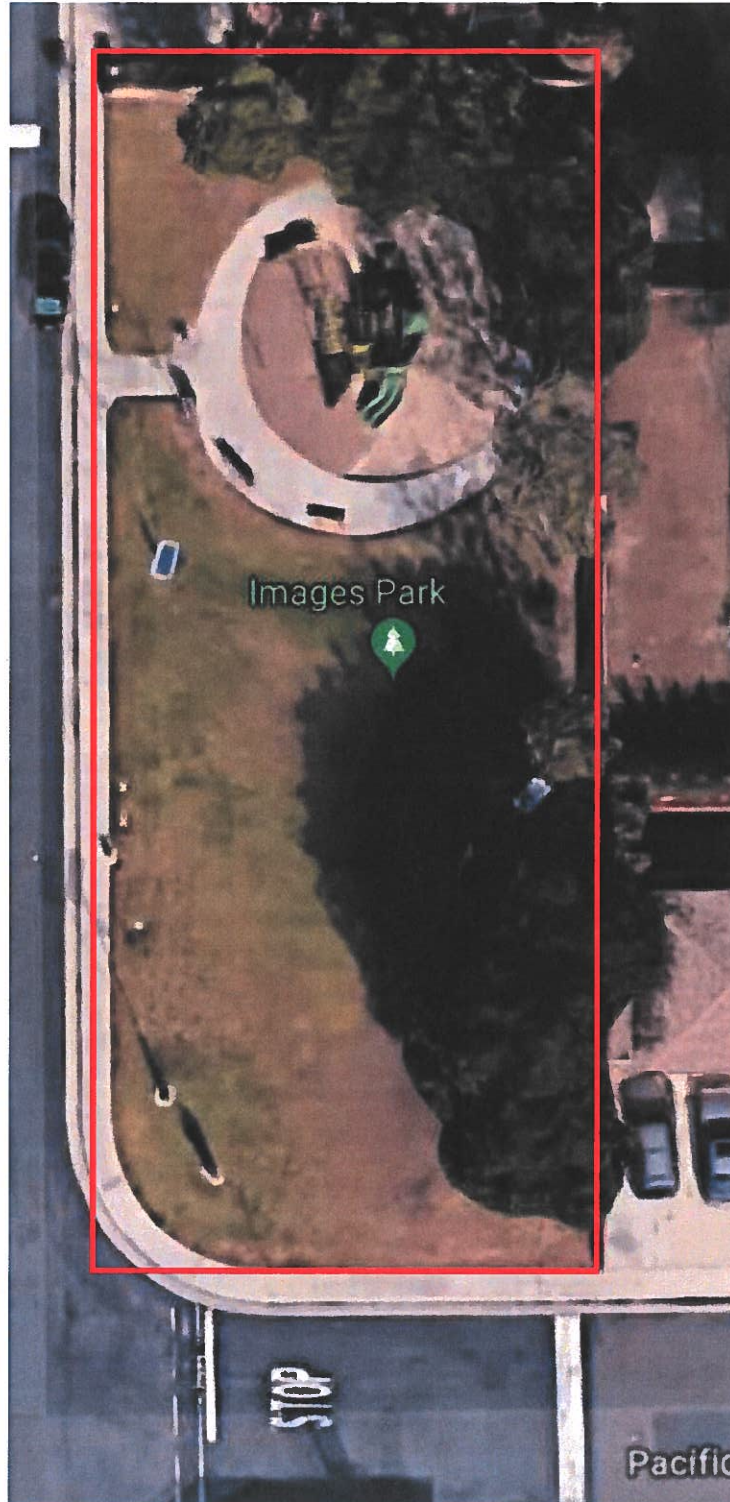


- b. George Bellis Park, located at 7171 8th St., Buena Park, CA

- i. A map depicting these George Bellis Park Premises is included below.



- c. **Images Park, located at Pacific St. and Stratford Court, Buena Park, CA**
i. A map depicting these Images Park Premises is included below.



- d. **Smith Murphy Park, located at 5290 Cameron Dr., Buena Park, CA**
i. A map depicting these Smith Murphy Park Premises is included below.



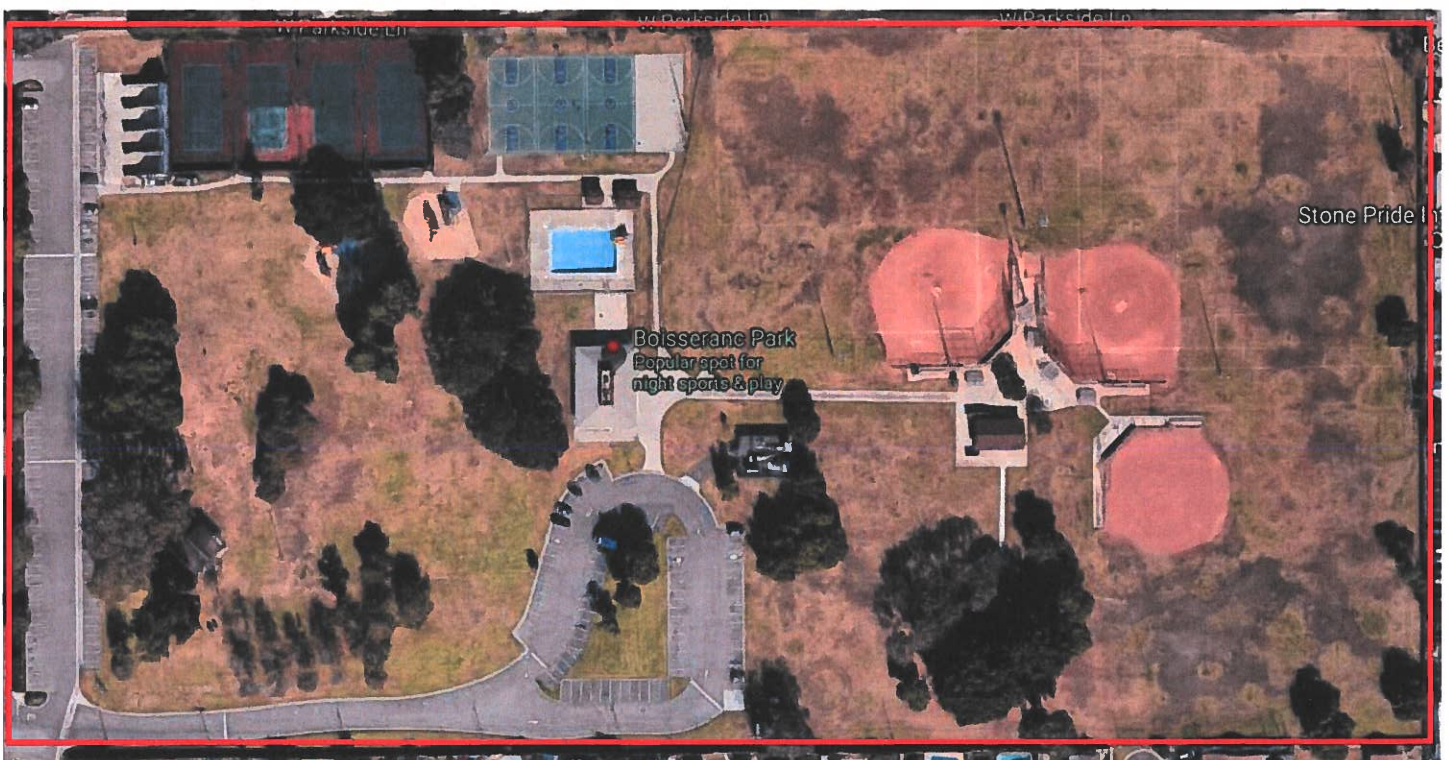
e. William Peak Park, located at 7225 El Dorado Drive, Buena Park, CA

i. A map depicting these William Peak Park Premises is included below.



f. Henry Boisseranc Park, located at 7520 Dale St., Buena Park, CA

i. A map depicting these Henry Boisseranc Park Premises is included below.



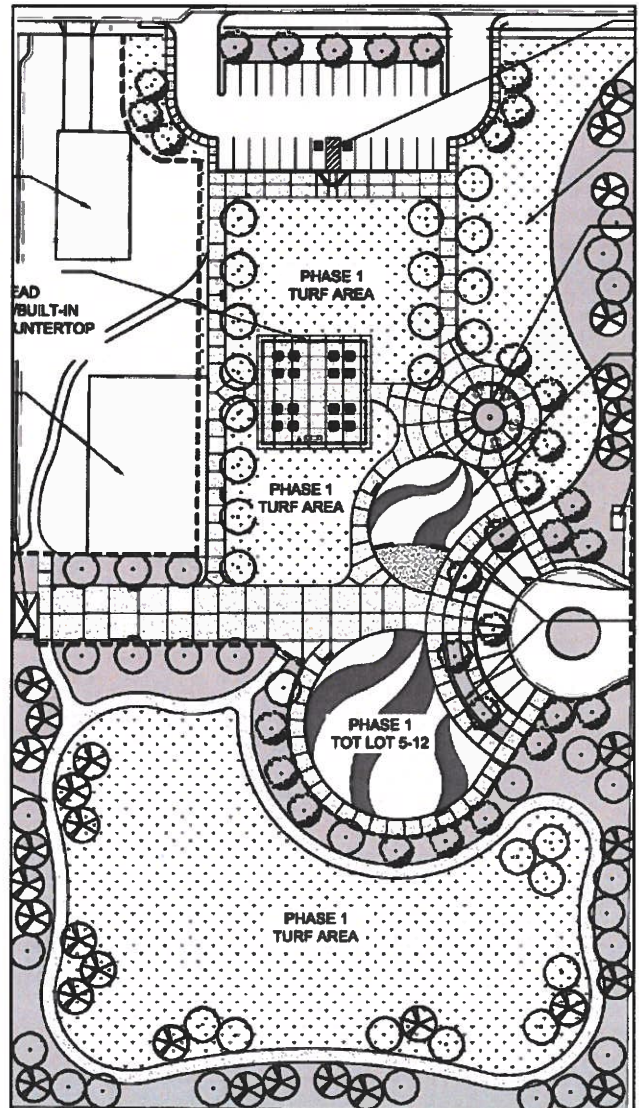
g. John Beat Park, located at 6600 Mt. Shasta Circle, Buena Park, CA

i. A map depicting these John Beat Park Premises is included below.



h. Larwin Park, located at 6150 Ball Road, Buena Park, CA

i. A map depicting these Larwin Park Premises is included below. Note: This park was renovated with a new layout in July 2018. The aerial does not include an updated layout. Site plan included for reference.



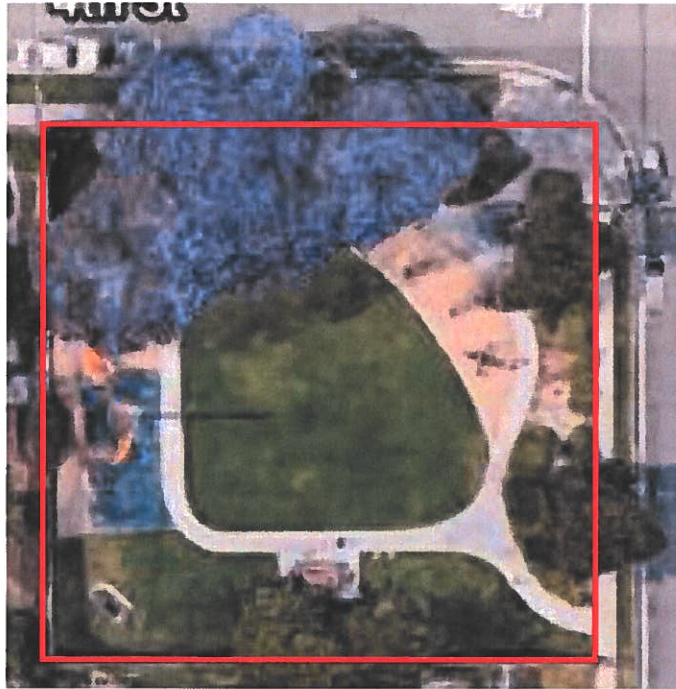
- i. **San Antonio Park, located at 8810 San Francisco Drive, Buena Park, CA**
 - i. A map depicting these San Antonio Park Premises is included below.



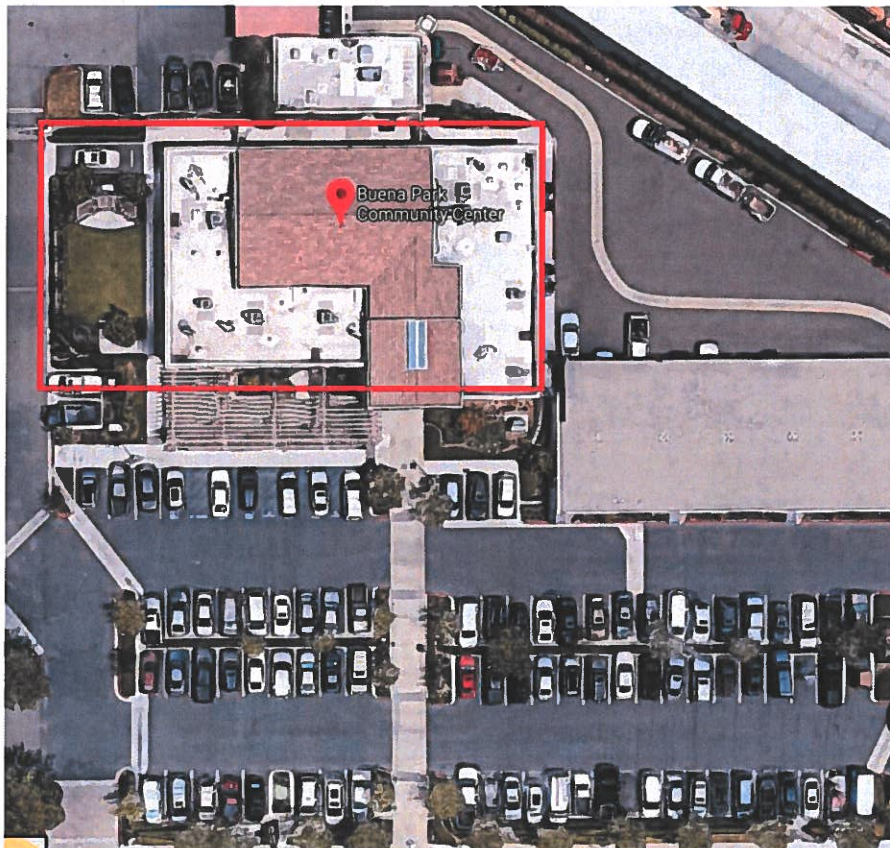
- j. **San Marino Park, located at 6200 San Rolando Circle, Buena Park, CA**
 - i. A map depicting these San Marino Park Premises is included below.



- k. **Lindbergh Mini Park, located at 4th and Stanton Avenue, Buena Park, CA**
 i. A map depicting these Lindbergh Mini Park Premises is included below.



- l. **Buena Park Community Center, located at 6688 Beach Blvd., Buena Park, CA**
 i. A map depicting these Buena Park Community Center Premises is included below.



A beautifully constructed 27,000 sq. ft. multipurpose facility offering affordable spaces for your next special event or corporate gathering.

BALLROOM/MULTI-PURPOSE (Capacity 160)

This elegant room can be divided into three smaller rooms but can host up to 160 guests at it's fullest capacity. This space is equipped with a large catering kitchen.



A spacious setting that holds up to 160 guests and features 2,700 sq. ft. of open space, a catering kitchen and outdoor garden area.

MAYOR'S GARDEN (Capacity 60 dining, 110 assembly)

This beautiful outdoor setting has a wooden gazebo and gorgeous water feature ideal for intimate wedding ceremonies and outdoor gatherings.



Featuring a lush, open seating space with a fountain and gazebo. This can be rented for weddings and outdoor gatherings, in conjunction with, or separate from the ballroom.

MAIN ACTIVITY ROOM (Capacity 55)

A space perfect for birthday parties, wedding and baby showers.

ACTIVITY ROOMS (Capacity 30)

Four smaller activity rooms are available to rent for meetings and smaller gatherings.

m. Ehlers Event Center, located at 8150 Knott Ave., Buena Park, CA

i. A map depicting these Ehlers Event Center Premises is included below.



The Plaza at Ehlers Event Center
(maximum capacity 299)

HERITAGE HALL
(Capacity 275)



A beautiful and spacious room recently built! An unbelievable platform area for entertainment with a large catering kitchen for food service.

LIBERTY HALL (Capacity 200)

Has a beautiful stage and a full kitchen. This is a popular location for weddings, family events and showers.

VETERANS HALL (Capacity 100)

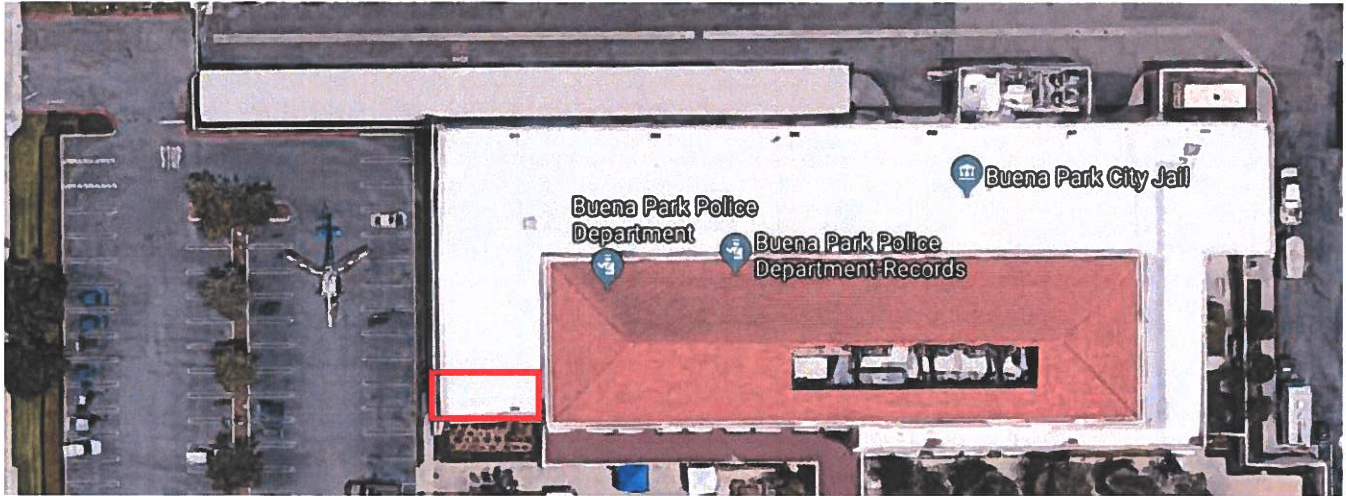
Located in the front of the Community Recreation Center, this is a quaint area for intimate family gatherings with a stage and easy access.

CONFERENCE ROOM (Capacity 32)

A intimate meeting area set up the way you like it for birthday parties or meetings.



- n. Police Department Community Room, located at 6640 Beach Blvd., Buena Park, CA
i. A map depicting these Police Department Premises is included below.



EVIDENCE OF COVERAGE

DATE (MM/DD/YYYY)
11/15/2018

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

MEMORANDUM NUMBER: 54

JOINT POWERS AUTHORITY (JPA)
Alliance of Schools for Cooperative Insurance Programs
16550 Bloomfield Avenue
Cerritos, CA 90703

www.ASCIP.org

CONTACT NAME: Mr. Fritz J. Heirich, Chief Executive Officer
PHONE: (562) 404-8029

JPA MEMBER

Fullerton Joint Union High School District
1051 W. Bastanchury Road
Fullerton CA 92833-2247

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP 12:01a.m.	LIMIT OF LIABILITY / COVERAGE	
GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Errors & Omission <input checked="" type="checkbox"/> Employment Practices	✓	MOC #54	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT PER OCCURRENCE	\$ \$5,000,000
					AGGREGATE	\$ N/A
						\$
						\$
						\$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> AUTOMOTIVE PHYSICAL DAMAGE <input checked="" type="checkbox"/> COMPREHENSIVE / COLLISION <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> Owned Auto <input checked="" type="checkbox"/> Hired Auto		MOC #54	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT PER OCCURRENCE	\$ \$5,000,000
					ACTUAL CASH VALUE	\$
						\$
						\$
						\$
PROPERTY <input type="checkbox"/> BUILDING / CONTENTS <input type="checkbox"/> FIRE, THEFT, RENTAL INTERRUPTION <input type="checkbox"/>					REPLACEMENT COST SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
						\$
						\$
						\$
						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> WC STATUTORY LIMITS	N/A				EACH ACCIDENT	\$
					PER EMPLOYEE	\$
					POLICY LIMIT	\$
OTHER <input type="checkbox"/> EMPLOYEE DISHONESTY (CRIME) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					SUBJECT TO POLICY LIMITS, TERMS, AND CONDITIONS	
						\$
						\$
						\$
						\$

ADDITIONAL REMARKS:

As respects to use of City facilities 11/9/18 - 7/1/19

CERTIFICATE HOLDER

City of Buena Park
Attn: City Manager
6650 Beach Blvd.
Buena Park CA 90621

CANCELLATION

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.



AUTHORIZED REPRESENTATIVE: Fritz J. Heirich

Additional Covered Party Endorsement

District: Fullerton Joint Union High School District

Endorsement No.

45401508

Additional Covered Party:

Description of Operations, Vehicle, or Property:

City of Buena Park

its elected officials, officers, employees, agents,
volunteers and contractors

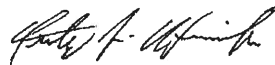
As respects to use of City facilities 11/9/18 - 7/1/19

Coverage Period:

Effective: 7/1/2018

Expires 12:01 a.m.: 7/1/2019

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is \$5,000,000 per occurrence for liability. Such insurance as afforded by this policy shall be primary, and any insurance carried by the Additional Covered Party named above shall be in excess and non-contributory.



Authorized Representative:

Date Issued: 11/15/2018

ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/97



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2018

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 California Insurance Pool Authority(CIPA) 366 San Miguel Drive, Suite 312 Newport Beach, CA 92660	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No.):
INSURED California Insurance Pool Authority(CIPA) And Member Agency of: City of Buena Park 6650 Beach Blvd Buena Park, CA 90621	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: California Insurance Pool Authority	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 1		

COVERAGES**CERTIFICATE NUMBER:** 727941**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	General and Automobile Liability Including Public Officials Errors and Omissions			CIPA-017	7/1/2018	7/1/2019	Per Occ \$10,000,000 Member SIR \$500,000 CIPA \$9,500,000

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

Certificate Holder is included as an additional insured but only with respect to liability arising out of operations as described by or on behalf of the named insured as respects to agreement between the City of Buena Park and the Fullerton Joint Union High School District for the shared use of public facilities. Subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Buena Park \$500,000

727941

Fullerton Joint Union High School District
1051 West Bastanchury Road
Fullerton, CA 92833

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

California Insurance Pool Authority

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NAMED INSURED: CALIFORNIA INSURANCE POOL AUTHORITY (CIPA)

POLICY NUMBER: CIPA-017

COVERAGE TERM: JULY 1, 2018 – JULY 1, 2019

WHO IS A PARTICIPANT (ADDITIONAL INSURED)

Each of the following is a Participant:

The Named Participant identified in the declaration. The Authority itself may also be a Named Participant entitled to coverage under this contract.

j. Any person(s) or organization(s), when **the Named Participant** is required in a written contract to provide coverage, but only for **Bodily Injury** or **Property Damage** liability which:

(1) Is covered by this contract; and

(2) Is caused, in whole or in part by:

(a) The normal course of the **Named Participant's** operations; or

(b) Ownership, maintenance or use of that part of the premises or land rented to or leased to and occupied by, the **Named Participant**; or

(c) Work performed for that person or organization by the **Named Participant**; or

(d) The maintenance, operation or use by the **Named Participant** of any equipment or **Auto** leased to **Named Participant** by such person(s) or organization(s).

The limits of coverage afforded to such person(s) or organization(s) shall be:

(e) The minimum limits of coverage which **Named Participant** agreed to provide, or

(f) The **Limit of Liability** under this contract, whichever is less.

Coverage provided under this paragraph j shall be primary and noncontributory over any applicable insurance, when such coverage is required by written contract or agreement.

The Authority shall provide a notice of cancellation and/or a waiver of subrogation when such provisions are required by written contract or agreement.

Coverage provided under this paragraph j expires: (a) when the written contract or agreement ceases; or (b) when the **Named Participant** ceases to be a tenant in the premises, or the operations of work or use cease, whichever is earlier.

COUNCIL ACTION: <u>Approved</u>		
RESO: _____	ORD: _____	FILE: <u>C2000 70</u>

COPY
ORIGINAL IN FILE No. 09

AGENDA REPORT TO CITY COUNCIL

Meeting Date: April 25, 2006

To: The Mayor and City Council

Title: Gymnasium Facility Joint Use Agreement with Buena Park School District

RECOMMENDED ACTION:

1. Authorize a Joint Use Agreement with Buena Park School District for a Gymnasium Facility.
2. Authorize the City Manager and City Clerk to execute the agreement.

DISCUSSION:

The City of Buena Park has been approached by the Buena Park School District (District) to partner on the construction and future operation of a gymnasium facility on the Buena Park Junior High campus located at 6851 Orangethorpe Avenue. The District is seeking the City's involvement in applying for a grant that would partially fund the construction of a gymnasium facility through the State Allocation Board Education Code Section 17077.40 et seq.

A key requirement of the grant application is to establish a Joint Use Agreement (JUA) between the two parties. This JUA needs to be submitted as part of the grant package and the Office of Public School Construction has set a deadline of May 31, 2006. Apportionment will be announced at a July 26, 2006 State Allocation Board meeting.

The proposed project has a cost estimate of \$6 million. The City and the District will both contribute a maximum of \$1.5 million each and the grant request will amount to \$3 million. Grant guidelines stipulate that the District and City must agree to fund 25% of the total cost, respectively, thus meeting the 50% local share requirement. The scope of the project includes a full sized gymnasium, a meeting room, restrooms, storage space, office space and a locker room (for school use only).

The JUA includes details regarding: shared costs in construction, capital outlay and operation; operating hours, scheduling procedures and maintenance responsibilities; term of the agreement; and indemnification and insurance provisions.

BUDGET IMPACT:

This project is eligible for Park in Lieu funds (#32-1011), the \$1.5 million contribution is within the available undesignated balance.

Prepared by:

Steve Hunt

Steve Hunt, Director of Recreation, Parks and Community Services

Approved:

Greg Beaubien
Greg Beaubien, City Manager

Page 2

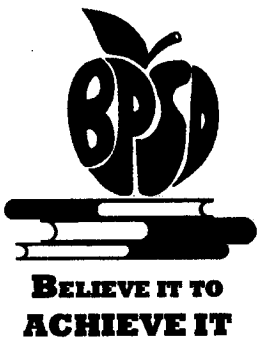
AGENDA REPORT TO CITY COUNCIL

Meeting Date:

Subject:

Attachments:

1. School District Letter, dated February 24, 2006
2. Proposed Joint Use Agreement (Draft - Final to be sent under separate cover)



BUENA PARK SCHOOL DISTRICT

6885 Orangethorpe Avenue, Buena Park, California 90620-1398
(714) 522-8412

FAX (714) 994-1506

Administration:
Mr. Lew Becker, Superintendent
Mr. Greg Magnuson, Deputy Superintendent
Mrs. Bonnie Bell, Assistant Superintendent, Educational Services

Governing Board:
Elizabeth Swift, President
Mary Fuhrman, Clerk/President Pro Tem
L. Carole Jensen, Member
Barbara Michel, Member
Samuel Van Hamblen, Member

September 19, 2006

Steve Hunt
City of Buena Park
Parks & Recreation Department
8150 Knott Avenue
Buena Park, CA 90627

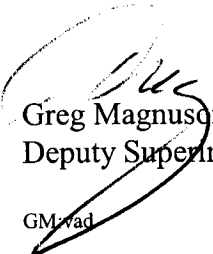
RECEIVED
SEP 25 2006
CITY CLERK

Dear Steve:

Enclosed please find a copy of the signed, original Joint-Use Agreement for Construction and Use of School Facilities between the City of Buena Park and Buena Park School District. The original signed agreement is on file in the Administrative Services Department at the District.

If you need further information, please contact me at (714) 736-4262.

Sincerely,


Greg Magnuson
Deputy Superintendent

GM:vad



CITY OF BUENA PARK

Office of the City Clerk
Shalice Reynoso

April 28, 2006

Buena Park School District
6885 Orangethorpe Ave.
Buena Park, CA 90620

ATTENTION: Lew Becker, Superintendent

Dear Mr. Becker:

At its meeting of April 25, 2006, the City Council of the City of Buena Park approved the Joint-Use Agreement for Construction and Use of School Facilities between the Buena Park School District and the City of Buena Park.

Enclosed is one copy of the agreement, which has been signed by the City of Buena Park. Also enclosed is a letter of certification of self-insurance for the City. Your attention is called to the insurance requirements on pages 8 – 9. Please provide us with a letter or certificate of insurance showing evidence of the required coverage, along with a copy of the fully executed agreement when it is available. Thank you.

Sincerely,

Teresa Jackson, CMC
Deputy City Clerk

Enclosure

c: Steve Hunt, Director of Recreation,
Parks and Community Services



CITY OF BUENA PARK

Human Resources / Risk Management

April 28, 2006

Buena Park School District
Attention: Lew Becker, Superintendent
6885 Orangethorpe Avenue
Buena Park, CA 90620

SUBJECT: CERTIFICATION OF SELF- INSURANCE

Dear Mr. Becker:

Please be advised that the City of Buena Park is a permissibly self-insured entity for liability exposures and workers' compensation. In addition, the City carries excess insurance coverage under the following excess insurance policies: Excess Liability is provided through Insurance Company of the State of Pennsylvania, and Excess Workers' Compensation is provided through Employer's Reinsurance Corporation.

Should you have any questions, please feel free to call me at (714) 562-3513.

Sincerely,

CITY OF BUENA PARK



Jim Vanderpool
Administrative Services Manager

6650 Beach Boulevard, P.O. Box 5009, Buena Park, California, 90622-5009

**JOINT-USE AGREEMENT
FOR CONSTRUCTION AND USE OF SCHOOL FACILITIES**

THIS JOINT-USE AGREEMENT FOR CONSTRUCTION AND USE OF SCHOOL FACILITIES ("Agreement") is entered into this 25th day of April, 2006, by and between the BUENA PARK SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District"), and the CITY OF BUENA PARK, a California municipal corporation ("City") (collectively, District and City shall be referred to herein as the "Parties" and individually as a "Party").

RECITALS

A. WHEREAS, District and City have determined that a demonstrated need exists for both community and school purposes to construct a new facility that shall include a gymnasium, restroom, adjacent parking lot and related facilities (collectively, "the Facility"); and

B. WHEREAS, the Parties have agreed to apply for a Joint Use Grant (the "Grant") as codified in the Joint-Use Project Grant Determination (Education Code, Title 2, Division 2, Chapter 3, Article 12, Sections 1859.120 - 1859.130) for a Type II Joint Use Project ("Project") to construct the Facility. The preliminary plans for the Project are described in Exhibit "A" attached hereto; and

C. WHEREAS, California Education Code Section 17077.40 et seq. ("Joint-Use Facilities") requires that grants to fund joint-use projects to construct a gymnasium on kindergarten to grade 12 school sites demonstrate the following:

1. The school district has entered into a Joint-Use Agreement with a government agency, public community college, public college or public university, or a nonprofit organization approved by the board.
2. The Joint-Use Agreement specifies the method of sharing capital and operating costs, specifies relative responsibilities for the operation and staffing of the facility, and specifies the manner in which the safety of the pupils will be ensured.
3. The joint-use partner has agreed to provide matching funds for no less than twenty five percent (25%) of the eligible costs under this article. The remaining local contribution will come from any other District source that would not otherwise be available to the State Allocation Board (SAB.)
4. The school district demonstrates that the facility will be used to the maximum extent possible for both school and community purposes, or both school and higher education purposes, as applicable.
5. The project application qualifies for funding under paragraph (1) or (2) of subdivision (b) of Section 17077.40 and the school district has received all approvals necessary for apportionment under this chapter.

6. The project qualifies for funding under paragraph (3) of subdivision (b) of Section 17077.40 and the school district has completed preliminary plans for the project and has received State Department of Education approval of the plans; and

D. WHEREAS, District and City have agreed to act jointly to develop a plan to construct and share usage of the Facility; and

E. WHEREAS, District is the owner in fee of that certain real property described in Exhibit "B" attached hereto located at 6931 Orangethorpe Avenue, Buena Park, California 90620 ("the Site"); and

F. WHEREAS, District has agreed to contribute use of the Site for the benefit of the Project and matching funds of twenty-five percent (25%) of the eligible costs of the Project; and

G. WHEREAS, City has agreed to be the joint-use partner and contribute matching funds of twenty-five percent (25%), up to a maximum amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00), of the eligible costs of the Project in accordance with Education Code Section 17077.42(c); and

H. WHEREAS, it is the desire of District and City, upon the express terms and conditions set forth in this Agreement, to utilize the Facility for the mutual benefit and use of each party, pursuant to the terms set forth herein; and

I. WHEREAS, District and City acknowledge that this Agreement is being entered into by each Party, as a courtesy between public agencies and for the mutual benefit of each, to allow District and City to construct and operate a gymnasium on the Site; and

J. WHEREAS, District and City acknowledge that this Agreement is being entered into to assist each other's common goals of meeting the community need for a gymnasium; and

K. WHEREAS, District and City agree that the Facility will be used to the maximum extent possible for both school and community purposes; and

L. WHEREAS, it is in the interest of the Parties and the community to have the Facility envisioned by this Agreement designed, constructed, maintained, and funded pursuant to the terms set forth herein; and

M. WHEREAS, the Parties acknowledge and agree that this Agreement shall be contingent upon and effective only if the Grant is approved to construct the Project; and

N. WHEREAS, the Parties desire to define the method of sharing capital and operating costs, the relative responsibilities for the operation and staffing of the Facility, and the manner in which safety will be ensured with respect to the Project pursuant to the terms set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the foregoing recitals the Parties hereto agree as follows:

1.0 METHOD OF SHARING CAPITAL AND OPERATING COSTS.

The Parties will share capital and operating costs as follows:

1.1 Capital Costs. City will contribute matching funds constituting twenty-five percent (25%), up to a maximum amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00), of the eligible costs for construction of the Project. District will contribute matching funds constituting twenty-five percent (25%) of the eligible costs for construction of the Project, and use of the Site, for the purposes of the Project.

1.2 Operating Costs.

1.2.1 Maintenance. Cleaning, repair, maintenance and all other custodial services for the Facility, its restrooms and parking lot shall be provided as follows.

(A) District. District shall maintain the Facility, or cause it to be maintained, in good and safe condition, and shall provide preventative and/or regularly scheduled maintenance. District shall provide custodial support during all hours of operation. District shall maintain accounts and records of the expense of custodial services, maintenance and repairs pertaining to the Facility, which accounts and records shall be made available for inspection upon request of the City.

District shall semiannually submit to City, beginning the first day of January of the calendar year next succeeding the date of completion of the Facility, an invoice for direct custodial expenses incurred by the City and for a pro rata share of expenses for preventative and/or regularly scheduled maintenance performed on the Facility during the preceding six (6) months, which invoice shall itemize, by each expense category, City's share of the total cost of custodial services and maintenance of the Facility. City shall promptly pay to the District its share of such costs within thirty (30) days of receipt of such invoice. For purposes of allocating costs pursuant to this Agreement, the term "pro rata share", as it pertains to the City, shall mean the percentage of hours that the Facility is authorized for use by the City within the preceding six (6) months, provided that 100% shall represent the total number of hours the Facility is authorized for use by the District and the City within the preceding six (6) months.

(B) City. City agrees to remove any debris generated by its activities and shall leave the Facility in a comparable state as existed prior to the conduct of its activities. City shall reimburse District for the cost of repairing damage that may occur to the Facility during periods of use by City, save and except where such damage may be attributed to ordinary or reasonable use of the premises.

(C) The Parties shall monitor the condition of the Facility and shall notify the other when a use or group has caused damage to the Facility. The Parties shall take prompt action to correct the situation by providing on-site supervision. All costs for repair of vandalism damage shall be billed to the Party having use of the Facility when the damage occurred. If the time of occurrence of the damage cannot be reasonably ascertained, or if the

damage occurred while neither party was using the Facility, then the cost of repairing such damage shall be paid for by both parties on a pro rata basis. In the event that any claim is successfully asserted against either the District or the City based upon the maintenance of the Facility, the damage awarded shall be borne by the District and City on a pro rata basis. In the event District contracts for all or a portion of the maintenance of the Facility, District shall cause additional insured endorsements regarding insurance as specified in this Agreement, to be included in each such contract.

1.2.2 Utilities. District and City shall share responsibility for the payment of all utilities associated with the Facility. Each Party shall pay for the cost of utilities on a pro rata basis. The City's pro rata share shall be billed to the City, beginning the first day of January of the calendar year next succeeding the date of completion of the Facility, for utility costs incurred during the preceding six (6) months, which invoice shall itemize, by each expense category, City's share of the total costs of utilities for the Facility. City shall promptly pay to the District its share of such utilities within thirty (30) days of receipt of such invoice.

In the event that a separate meter is installed on the Site to measure only the City's water or electric usage, then City shall pay such utility bills directly to the service provider.

2.0 PROJECT DESCRIPTION. The following is a description of the project:

The facility will be constructed in accordance with the preliminary plans (Exhibit "a") on the site and used for the needs of both the community and the schools. As provided herein, the city will have use of the gymnasium, restrooms and adjoining parking lots, to conduct recreational programs for the general public.

3.0 CONSTRUCTION OF FACILITIES. District agrees to design and construct the Facility in accordance with the Preliminary Plans, and in compliance with all statutes, laws and regulations. A copy of the Project's estimated construction costs is set forth in Exhibit "C" hereto. All construction services are to be performed by a properly licensed architect, engineer, contractor, or inspector (including construction management services which shall be provided by a licensed contractor, architect or engineer), and shall comply with all public works requirements, including those contained in the Public Contract Code and Labor Code, including, but not limited to, bidding, bonding and the payment of prevailing wages. All contractors and subcontractors, and their employees and agents who enter onto the Site for any reason or at any time subscribed herein, shall submit or have submitted their fingerprints, or otherwise comply with Education Code Section 45125.2.

Representatives of the City will be consulted during the design and construction phases in regards to Facility features that will affect recreation operations and programs. The District shall construct the Facility in all respects as set forth in the Preliminary Plans, except as otherwise agreed upon in writing. District shall not be required to seek such agreement from the City with respect to infrastructure and/or other matters of construction that do not affect overall functionality of the Facility.

4.0 OPERATION, STAFFING, AND SAFETY OF FACILITY. The following describes the parties' relative responsibilities for the operation, staffing and safety of the facility:

4.1 Types of Uses. No person or organization shall be permitted to use the Facility where such use is inconsistent with provisions of the Education Code or any other laws and ordinances of the State of California or inconsistent with the respective education programs and activities of City and District. Any and all use of the Facility is subject to supervision pursuant to Section 4.5 herein. Each Party agrees to utilize the Facility in conformance with Federal and State law as well as respective City and District administrative regulations and/or board policies. Disputes under this section shall be resolved pursuant to Sections 15.2 and 15.3 of this Agreement.

4.2 Scheduling. Representatives for the District and the City shall meet twice per school year, or more often as needed, to establish schedules for use of the Facility ("Scheduling Meetings"). The first meeting shall occur no later than August 1st. The second meeting shall occur no later than April 1st. District and City shall establish written schedules, setting forth times and uses for the year. In the event either party is prevented from using the Facility due to fire, earthquake, flood, acts of God, or other cause beyond the reasonable control of that Party, the Parties shall meet and confer in good faith to revise the current use schedule, or establish a new use schedule, whichever is deemed by the Parties, acting in good faith, to be most equitable under all of the circumstances.

4.2.1 School Days. On School Days, District shall have the right to exclusive use of the Facility, from 7:00 a.m. until 5:00 p.m. City shall have the right to exclusive use of the Facility after 5:00 p.m. on School Days, unless a prescheduled District athletic event is in progress, and at all times on Saturdays, Sundays, and holidays, and at all other times when school is not in session. District shall notify City at the Scheduling Meetings of any District athletic events that are anticipated to extend past 5:00 p.m. so that such athletic events may be included in the schedule that is agreed upon at the Scheduling Meetings. "School Day" refers to Monday through Friday, while school is in session, excluding holidays. Both parties will meet and confer in good faith as to potential conflicts in use that may arise, including alternate scheduling that encroaches on the other party's exclusive use times.

4.2.2 Non-School Days. Except as otherwise agreed upon, during District Summer Session (i.e., during weeks when summer school is in session), District shall have the right to exclusive use of the Facility during the hours of 7:00 a.m. to noon, Monday through Friday. However, City shall have the right to exclusive use of the Facility at all times when school is not in session.

4.3 Access to Facility. Locks, Keys and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at the Facility will be coordinated in such a manner as to allow dual access while maintaining the safety and property security. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the Facility. The District Representative shall provide the City Representative with five copies of each key necessary to access the Facility during times authorized for use by the City.

4.3.2 Parking. The City and any organization or persons permitted by the City or the District to use the Facility shall be entitled to use the parking areas on the

property during times authorized for City's use of the Facility in order to minimize off-site parking intrusion to surrounding properties. The cost of custodial services, maintenance and utilities for the parking lot shall be apportioned as set forth in Section 1.2 above.

4.4 Program Costs.

4.4.1 General Costs. Except as otherwise provided, each Party covenants and agrees to bear all costs that it incurs with respect to the operation of any recreation program or other authorized activity, including the cost of service of its employees and incidental costs in connection therewith.

4.4.2 Reservation of Fee Assessment Rights. The Parties acknowledge that the District and the City may charge reasonable fees for the use of the Facility during their allotted schedules, as permitted under the laws of California, for any legal purpose, including the offset of costs associated with establishing, coordinating, and conducting recreation programs.

4.5 Supervision and Safety. Each Party shall be responsible for supervising its respective activities, including, but not limited to providing qualified personnel necessary to provide adequate supervision and ensure that the activities occur in a safe and secure manner. Each Party shall require all third persons or entities, which such Party has authorized to use the Facility, to provide qualified personnel necessary to provide adequate supervision and ensure that the activities occur in a safe and secure manner. The City and the District shall comply with all statutes, laws and regulations pertaining to personnel fingerprinting.

5.0 PROJECT FUNDING. Project funding shall be based upon approval of the joint use project grant and city's matching funds for twenty-five percent (25%) of the eligible costs, not exceeding One Million Five Hundred Thousand Dollars (\$1,500,000.00), under education code article 10.6 "joint-use facilities." City's share shall be contributed prior to the notice of completion for the project. District shall contribute the use of the site and matching funds for twenty-five percent (25%) of the eligible costs under education code article 10.6 "joint-use facilities."

A copy of the Joint-Use Grant application for the Project is set forth in Exhibit "D" hereto.

6.0 OWNERSHIP OF THE SITE, FACILITY, FURNISHINGS, AND EQUIPMENT. The underlying fee title to the land, building and improvements shall be owned by District. Personal property, trade fixtures, furnishings or equipment provided or paid for by city or district shall remain the property of city or district, respectively.

7.0 TERM OF THE AGREEMENT. This Agreement shall commence upon execution by the Parties, and remain in effect until that date which is thirty (30) years from the date of completion of the Project. This Agreement shall be renewable for terms of up to ten (10) years per term. The City may terminate this Agreement without cause and with no further obligation, upon sixty (60) days written notice to the District, at any time after that date which is one (1) year after the completion of the Project. ^{in such} Under no circumstances ~~shall~~ the District be obligated to return any Project costs contributed by the City. ^{shall not}

7.1 Sale of Property. If, at any time during the initial thirty (30) year term hereof, the District determines that due to District's financial constraints it must sell the property

upon which the Facility is located, and as a result of that determination the Facility will no longer be available for City's use in accordance with the terms of this Agreement, then the District shall provide written notice of such determination to the City. District acknowledges and agrees that the City should be compensated for the resulting loss of use of the Facility that will occur. Accordingly, within thirty (30) days of such notification, or such other agreed-upon period, District and City shall meet and confer in good faith to determine equitable compensation for the City's loss. If the District and City have not entered into a written agreement effecting compensation to the City within ninety (90) days of the date of District's notice, or such other period as agreed upon in writing, then the City shall be entitled to receive a minimum payment equal to the number of years of the initial thirty (30) year term remaining (computed to the nearest quarter), multiplied by \$50,000.00, without interest. Such payment shall not otherwise affect the rights that either Party may have pursuant to this Agreement. Notwithstanding the foregoing, should any term or condition of the Grant conflict with any sentence or provision of this paragraph, then such term or condition of the Grant shall govern.

8.0 INDEMNIFICATION.

8.1 Indemnification. To the fullest extent permitted by law, District shall defend, indemnify and hold harmless City, its officers, officials, employees, and agents, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, construction liens of any kind, including stop notices, losses, damages, expenses or costs of any kind, whether actual, alleged, or threatened, reasonable 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, and to the extent incurred in relation to, as a consequence of, arising out of or in any way attributable, actually, allegedly or impliedly, to District's acts or omissions in the performance of this Agreement. All obligations under this provision are to be paid by District as they are incurred by City. This indemnity shall survive termination and/or expiration of this Agreement.

To the fullest extent permitted by law, City shall defend, indemnify and hold harmless District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, damages, expenses or costs of any kind, whether actual, alleged, or threatened, reasonable attorneys fees incurred by District, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, and to the extent incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, to City's acts or omissions in the performance of this Agreement. All obligations under this provision are to be paid by City as they are incurred by District. This indemnity shall survive termination and/or expiration of this Agreement.

8.2 Third Party Use. Each Party agrees to require all third party organizations which each Party authorizes to use the Facility or enter the Site to execute a document containing an indemnification stating the following:

[Name of Organization] agrees to hold harmless, defend, and indemnify the City of Buena Park, the Buena Park School District, and each of City's and District's officials, Board members, agents, officers, employees and representatives with respect to any and all liabilities, actions, claims, judgments, or demands for injury, death, loss or damages, regardless of fault or cause, to the extent arising

out of or connected with the use of or access to the Facility, including any parking area utilized in connection with such use, by [name of organization] or any of its agents, officers, employees, representatives, contractors or invitees.

8.3 Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, each of the Parties, as between themselves, and pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, assumes the full liability imposed upon it and/or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission by any of them occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees, that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

9.0 INSURANCE.

9.1 General Insurance Requirements. Without limiting the indemnification provision and during the term of this Agreement, the Parties shall provide and maintain, and shall require their subcontractors to maintain, the insurance programs set forth in this Section 9.0. Each Party's insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the other Parties, and shall be provided and maintained at the Party's own expense.

9.1.1 Evidence of Insurance. Each Party shall provide a letter or certificate of insurance, or self-insurance, satisfactory to the other Parties prior to commencing services under this Agreement. Such evidence shall identify this Agreement and the required coverages, and provide that the other Parties receive written notice by mail at least thirty (30) days in advance of cancellation for all required coverages.

9.2 Insurer Financial Ratings and Self-Insurance. If commercial insurance is used, it shall be provided by an insurance company with an A.M. Best rating of not less than A:VII, or as otherwise agreed to by the Parties. In lieu of commercial insurance, each Party shall retain the right to self-insure for all or any portion of its insurance obligations herein.

9.2.1 Notification of Incidents, Claims or Suits. The Parties agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against any of the Parties, and, of any actual third party claim or lawsuit arising from or related to services under this Agreement.

9.3 Insurance Coverage Requirements. Except as otherwise provided herein, each Party shall maintain the following programs of insurance coverage:

9.3.1 Commercial General Liability insurance with limits of not less than the following, and naming the other Party and its officials, officers, employees and agents as additional insureds:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

9.3.2 District shall maintain in full force during the term of the Agreement a policy or policies of fire insurance, covering the Project.

9.3.3 Automobile Liability insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

9.3.4 Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the State of California, and for which each of the Parties' contractor and/or subcontractors shall be responsible. This insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

10.0 NON-DISCRIMINATION. The Parties agree that in providing the services, the hiring of staff, and the selection and use of volunteers, all persons will be treated equally and without regard to or because of race, color, religion, ancestry, national origin, sex, age, sexual orientation, marital status or disability, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

11.0 REVIEW AND MODIFICATION PROCESS. The terms and conditions of this agreement shall be reviewed jointly by the parties annually during the term to determine that the services of the facility continue to meet the needs of the public and students. Each party shall designate a representative as the contact liaison in connection with any and all issues pertaining to this agreement. City or district shall each designate in writing to the other party the identity of each liaison within ten (10) business days of the execution hereof. The terms and conditions of the agreement may be revised or amended in writing as may be necessary from time to time and as mutually agreed by the parties provided that any such amendment is consistent with the original intent of the agreement and the requirements of the grant.

12.0 EFFECTIVENESS OF AGREEMENT. The Parties agree that this Agreement shall be operative only if the application for the Grant funding is approved and received.

13.0 NOTICES.

13.1 Mailed Notice. Any notice required or desired to be served by any Party shall be personally delivered or delivered by United States Mail, postage-prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices delivered by mail shall be effective at 5:00 p.m. on the second business day following mailing. Notices personally delivered or delivered by document delivery service shall be effective upon receipt. Notices shall be delivered to the Parties at the following addresses:

To City:

City Hall
6650 Beach Blvd., P.O. Box 5009
Buena Park, CA 90622
Attn: Shalice Reynoso, City Clerk
Telephone: (714) 562-3750
Facsimile: (714) 562-3506

To District: Buena Park School District
6885 Orangethorpe Ave.
Buena Park, CA 90620
Attn: Greg Magnuson, Asst. Superintendent
Telephone: (714) 736- 4262
Facsimile: (714) 994-1506

With a copy to: Atkinson, Andelson, Loya, Ruud and Romo
17871 Park Plaza Drive, Suite 200
Cerritos, CA 90703
Attn: Lindsay A. Thorson, Esq.
Telephone: (562) 653-3200
Facsimile: (562) 653-3333

13.2 Emergency Contact Numbers. The Parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated. Such lists will also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

14.0 PARTY EMPLOYEES.

14.1 City Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for City shall be deemed City employees and no City employees shall be considered as an employee of District, nor shall such City employees have any District pension, civil service, or other status while an employee of City.

14.2 District Employees. For purposes of this Agreement, all persons employed in the performance of services and functions for District shall be deemed District employees and no District employee shall be considered as an employee of City, nor shall such District employees have any City pension, civil services, or other status while an employee of District.

15.0 MISCELLANEOUS.

15.1 Attorneys' Fees. In the event of a dispute under this Agreement, each Party shall bear its own attorneys' fees and costs.

15.2 Mediation. In the event any dispute arising under the terms of this Joint-Use Agreement, the Parties shall meet and confer with the objective of resolving such disputes within seventy two (72) hours of the request of either Party. If, within seven (7) calendar days, or such longer period as may be agreed upon by the Parties, the dispute cannot be resolved by the Representatives to the Parties' mutual satisfaction, the Parties shall mutually select a mediator, who is a respected professional with expertise in the area of the dispute, to facilitate the resolution of the dispute. If the parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the then current commercial Mediation Rules of the American Arbitration Association. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty five (45) days of the initial request for mediation.

15.3 Arbitration of Disputes. In the event that the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, Section 1280, et seq., or its successor statute. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each Party shall select an arbitrator and those two arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure Section 1283.05. The arbitrator, or three arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

15.4 Assignment. No Party shall assign this Agreement or any right or privilege any Party might have under this Agreement without the prior mutual written consent of all Parties hereto, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to all Parties to carry out and observe each applicable Party's agreements hereunder.

15.5 Binding on Heirs. This Agreement shall be binding upon the Parties hereto and their respective heirs, representatives, transferees, successors, and assigns.

15.6 Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

15.7 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then, upon agreement of the Parties, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

15.8 Entire Agreement, Waivers and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. No promise, agreement, or representation, whether implied or express, written or verbal, that is not set forth herein, shall be binding or of any force or effect. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by all of the Parties hereto.

15.9 Exhibits. All exhibits and attachments to which reference is made herein, are deemed incorporated in this Agreement, whether or not actually attached.

15.10 Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

15.11 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) each such Party is duly organized and existing, (ii) each is duly authorized

to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

15.12 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

15.13 Effect of Recitals. The Recitals set forth at the beginning of this Agreement are deemed true and correct, are hereby incorporated by reference and made a part of this Agreement, and the Parties acknowledge and agree that they are each bound by the same.

15.14 Conflicts of Interest. Each Party hereby warrants that none of its employees, officials, or officers have or shall obtain any financial interest, direct or indirect, in the Agreement, or any other interest that would conflict in any manner with the performance of the services contemplated by this Agreement. Each Party agrees that none of its employees, officials, or officers shall engage in any conduct in connection with this Agreement that would constitute a conflict of interest under any local, state or federal statute.

15.15 Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party or Parties.

15.16 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

15.17 Cooperation. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.

15.18 Ambiguities Not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

15.19 Nonliability of Officials. No officer, member, employee, agent, or representative of either of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

15.20 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Buena Park School District and the City of Buena Park have entered into this Agreement as of the Effective Date.

BUENA PARK SCHOOL DISTRICT,
a California public school district

By: 

Its: DEPUTY SUPERINTENDENT

CITY OF BUENA PARK,
a California municipal corporation

By: 

Greg Beaudin

Its: CITY MANAGER

APPROVED AS TO FORM:

By: 

Lindsay A. Thorson, Esq.

Atkinson, Andelson, Loya, Ruud & Romo

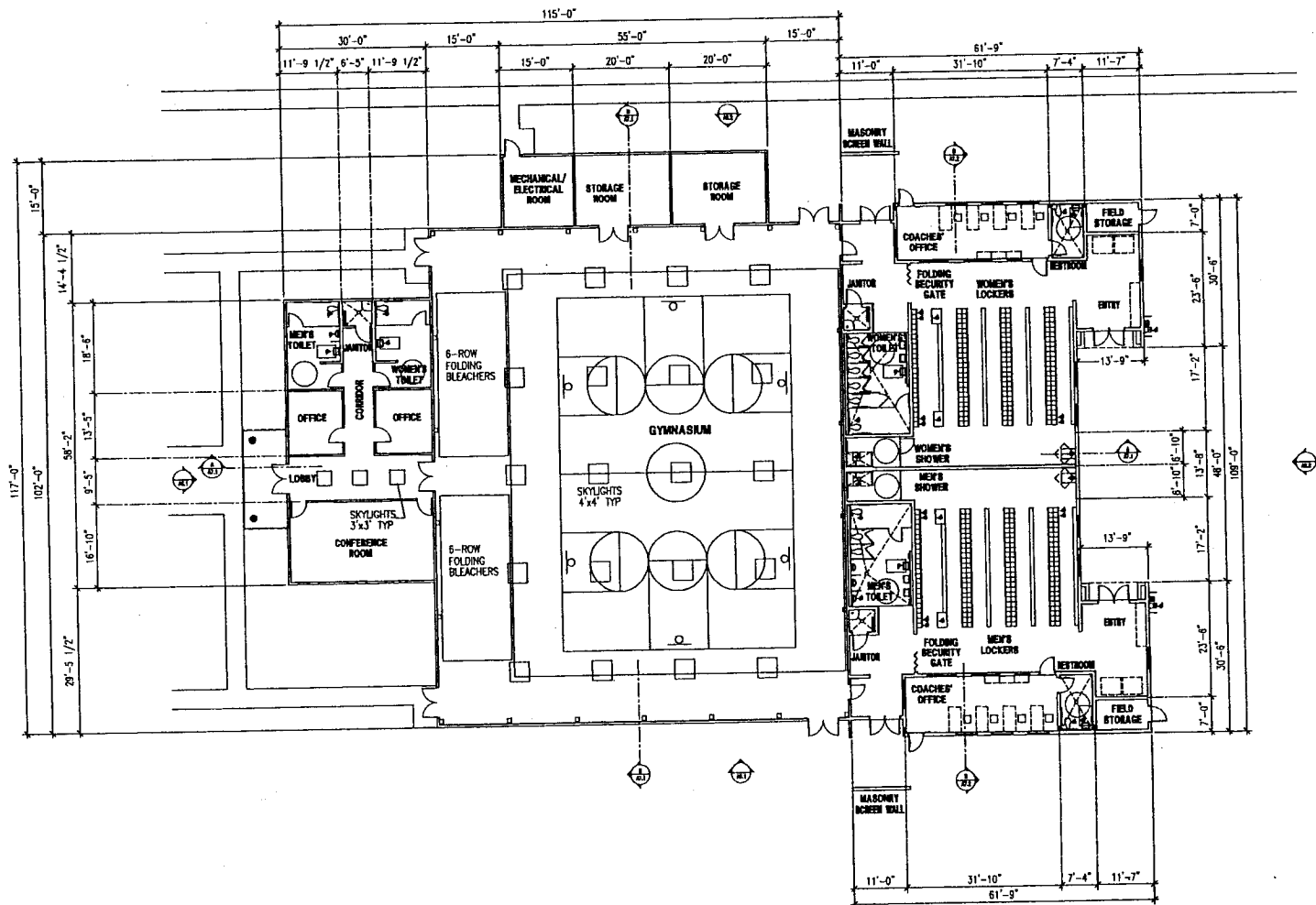
APPROVED AS TO FORM:

BY: 

Steven L. Dorsey
City Attorney

EXHIBIT "A"

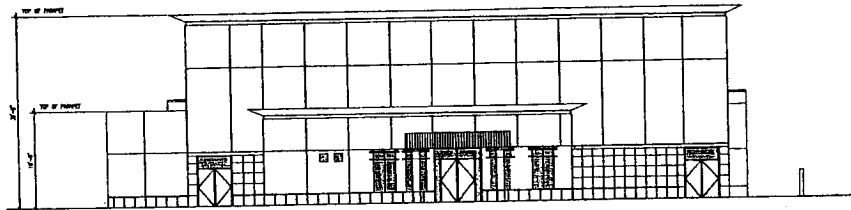
PRELIMINARY PLANS



GYMNASIUM AND LOCKER BUILDING FLOOR PLANS
SCALE: 1/8" = 1'-0"

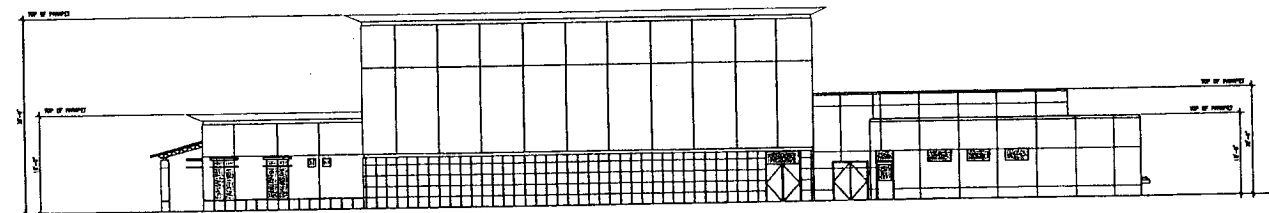
<p>BUENA PARK JUNIOR HIGH SCHOOL GYMNASIUM/LOCKER BUILDING</p>	
<p>FLOOR PLAN</p>	
<p>3</p>	<p>A3.1_F</p>

DATE: 08-20-08
DRAWN: [Name]
CHECKED: [Name]
APPROVED: [Name]



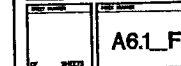
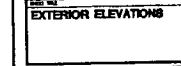
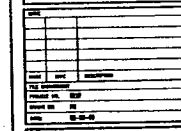
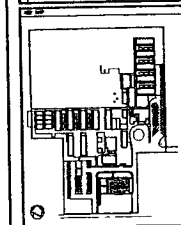
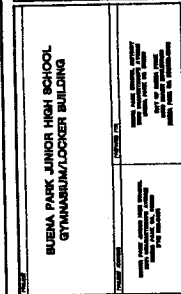
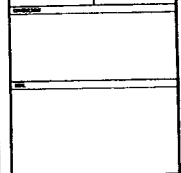
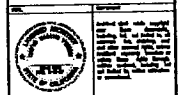
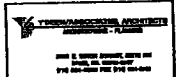
WEST ELEVATION

SCALE: 1/8" = 1'-0"



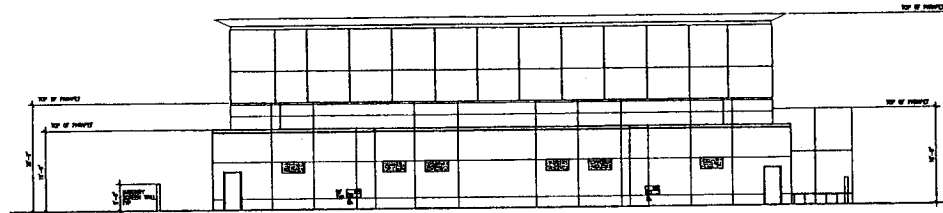
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



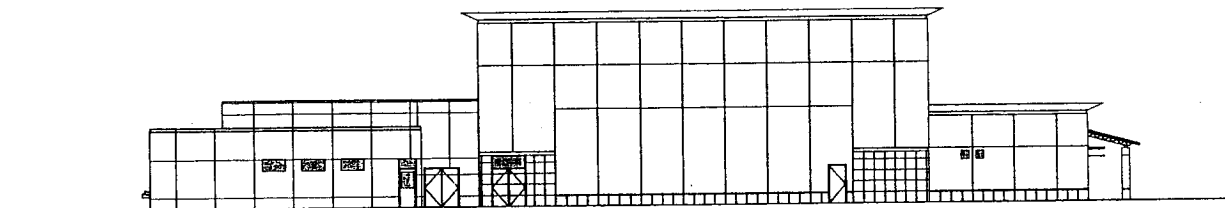
A6.1_F

DATE: 06-04-04
DRAWN BY: JEH
CHECKED BY: JEH
APPROVED BY: JEH



EAST ELEVATION

SCALE 1/8" = 1'-0"



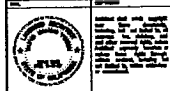
NORTH ELEVATION

SCALE 1/8" = 1'-0"



SEE DETAILING
ON A1

VERDE ARCHITECTURE
ARCHITECTS
1000 VERDE DRIVE, SUITE 100
BUENA PARK, CA 92621
TEL: 714/861-1111
FAX: 714/861-1112
WWW.VERDEARCHITECTS.COM

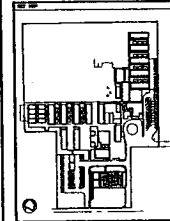


PROJECT INFORMATION

PROJECT NAME	BUENA PARK JUNIOR HIGH SCHOOL GYMNASIUM/LOCKER BUILDING
OWNER	BUENA PARK UNIFIED SCHOOL DISTRICT
ARCHITECT	VERDE ARCHITECTURE
DATE	08-08-04

BUENA PARK JUNIOR HIGH SCHOOL GYMNASIUM/LOCKER BUILDING

EXTERIOR ELEVATIONS



EXTERIOR ELEVATIONS

DATE	08-08-04
BY	VERDE
CHECKED BY	VERDE
DATE	08-08-04

PROJECT NUMBER

PROJECT NAME

PROJECT LOCATION

A62_F

PLAT DATE 08-08-04
SCHEMATIC DESIGN

[illegible]

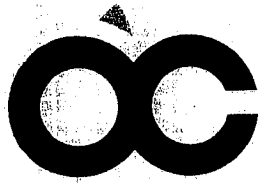
EXHIBIT "B"

DESCRIPTION OF SITE LOCATION

Buena Park Junior High School is located at 6931 Orangethorpe Avenue, Buena Park California. The school occupies 22.5 acres and is accessible to vehicle traffic from Orangethorpe Avenue and Knott Avenue. The property includes 22 permanent buildings that house administration, a multi-purpose cafeteria, student library and classrooms, including computer labs, physical education facilities and workshops. The campus also includes eight relocatable classrooms, an athletic field and track facility. Vehicle parking areas are available on-site on the east and south side of the campus.

EXHIBIT "C"

ESTIMATED CONSTRUCTION COSTS



O'Connor
Construction
Management, Inc.

Buena Park Junior High School Gymnasium/Locker Building

Y'Deen/Associates, Architects

Schematic Cost Estimate

8 March 2006

Job Number: 06055

INTRODUCTORY NOTES

This estimate is based on the following information received 6 March 2006 and verbal direction from the client:

1. Floor plan A3.1_F
2. Exterior elevations A6.1_F and A6.2_F
3. Building sections A7.1_F

The following items are excluded from this estimate:

- A. Professional fees.
 - B. Building permits and fees.
 - C. Inspections and tests.
 - D. Furniture, except as noted in the estimate.
 - E. Escalation beyond midpoint of construction.
 - F. Construction change order contingency.
 - G. Items referenced as NOT INCLUDED or NIC in estimate.
- This estimate is based on a detailed measurement of quantities to the extent that is was possible to do so from conceptual architectural plans plus notes from structural and geotechnical. O'Connor has made allowances for items that were not clearly defined in the drawings. The client should verify these allowances.
 - This estimate is based on a minimum of four competitive bids and a stable bidding market.
 - O'Connor recommends that this estimate should be updated if more definitive information becomes available, or if there is any change in scope.
 - We strongly advise the client to review this estimate in detail. If any interpretations in this estimate appear to be contrary to those intended by the design documents, they should be addressed immediately.

BUENA PARK JUNIOR HIGH SCHOOL GYM / LOCKER BUILDING
BUENA PARK, CALIFORNIA
SCHEMATIC COST ESTIMATE

OCMI JOB #: 06055
DATE: 8 MARCH 2006

GENERAL SUMMARY

ELEMENT	TOTAL COST	\$/SF AREA
1. FOUNDATIONS	\$86,400	\$5.08
2. SUBSTRUCTURE	\$85,000	\$5.00
3. SUPERSTRUCTURE	\$505,800	\$29.75
4. EXTERIOR CLOSURE	\$435,450	\$25.61
5. ROOFING	\$76,500	\$4.50
6. INTERIOR CONSTRUCTION	\$836,493	\$49.21
7. CONVEYING		
8. MECHANICAL	\$490,050	\$28.83
9. ELECTRICAL	\$316,030	\$18.59
10. GENERAL CONDITIONS & PROFIT		
11. EQUIPMENT		
12. SITEWORK	\$308,900	\$18.17
NET DIRECT BUILDING COST	<u>\$3,140,623</u>	<u>\$184.74</u>
GENERAL CONDITIONS, OH&P,	22.0% \$690,937	\$40.64
SUBTOTAL	<u>\$3,831,560</u>	<u>\$225.39</u>
DESIGN CONTINGENCY,	15.0% \$574,734	\$33.81
SUBTOTAL	<u>\$4,406,294</u>	<u>\$259.19</u>
ESCALATION TO MIDPOINT OF CONSTRUCTION, 03/07,	5.0% <u>\$220,315</u>	<u>\$12.96</u>

TOTAL BUILDING COST	\$4,626,609
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GROSS FLOOR AREA: 17,000 SF

COST PER SQUARE FOOT: \$272.15

BUENA PARK JUNIOR HIGH SCHOOL GYM / LOCKER BUILDING
BUENA PARK, CALIFORNIA
SCHEMATIC COST ESTIMATE

OCMI JOB #: 06055
DATE: 8 MARCH 2006

DETAIL SUMMARY

ELEMENT	AMOUNT	TOTAL COST	RATE/FLOOR	\$/SF AREA
1. FOUNDATIONS		\$86,400		\$5.08
011 Standard Foundations	86,400		\$5.08	
012 Special Foundations				
2. SUBSTRUCTURE		\$85,000		\$5.00
021 Slab On Grade	85,000		\$5.00	
022 Basement Excavation				
023 Basement Walls				
3. SUPERSTRUCTURE		\$505,800		\$29.75
031 Floor Construction				
032 Roof Construction	505,800		\$29.75	
033 Stair Construction				
4. EXTERIOR CLOSURE		\$435,450		\$25.61
041 Exterior Walls	396,600		\$23.33	
042 Exterior Doors/Windows	38,850		\$2.29	
5. ROOFING		\$76,500		\$4.50
050 Roofing	76,500		\$4.50	
6. INTERIOR CONSTRUCTION		\$836,493		\$49.21
061 Partitions	243,000		\$14.29	
062 Interior Finishes	320,673		\$18.86	
063 Specialties	239,320		\$14.08	
064 Interior Doors/Windows	33,500		\$1.97	
7. CONVEYING				
070 Elevators				
8. MECHANICAL		\$490,050		\$28.83
081 Plumbing	140,700		\$8.28	
082 H.V.A.C.	298,350		\$17.55	
083 Fire Protection	51,000		\$3.00	
084 Special Mechanical				
9. ELECTRICAL		\$316,030		\$18.59
091 Standard Electrical	316,030		\$18.59	
092 Special Electrical				
10. GENERAL CONDITIONS & PROFIT				
General Conditions & Profit				(INCLUDED AT GENERAL SUMMARY PAGE)
11. EQUIPMENT				
111 Fixed/Movable Equipment				
112 Furnishings				
113 Special Construction				
12. SITEWORK		\$308,900		\$18.17
121 Site Preparation	52,900		\$3.11	
122 Site Improvements	133,250		\$7.84	
123 Site Utilities	97,750		\$5.75	
124 Off-Site Work	25,000		\$1.47	

NET DIRECT BUILDING COST

\$3,140,623

BUENA PARK JUNIOR HIGH SCHOOL GYM / LOCKER BUILDING
BUENA PARK, CALIFORNIA
SCHEMATIC COST ESTIMATE

OCMI JOB #: 06055
DATE: 8 MARCH 2006

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
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ELEMENT - FOUNDATIONS

011 STANDARD FOUNDATIONS

Perimeter foundations	660	LF	80.00	\$52,800
Grade beams	220	LF	80.00	\$17,600
Pad footings	22	EA	700.00	\$15,400
Canopy pad footings	2	EA	300.00	\$600

TOTAL - 011 STANDARD FOUNDATIONS **\$86,400**

ELEMENT - SUBSTRUCTURE

021 SLAB ON GRADE

Concrete, reinforcing, vapor barrier	17,000	SF	5.00	\$85,000
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TOTAL - 021 SLAB ON GRADE **\$85,000**

ELEMENT - SUPERSTRUCTURE

032 ROOF CONSTRUCTION

Vertical and horizontal steel construction at gym, 20#/SF	173,400	LB	2.00	\$346,800
Roof structure	17,000	SF	8.00	\$136,000
Canopy columns	2	EA	500.00	\$1,000
Canopy structure	180	SF	25.00	\$4,500
Skylights				
3 x 3	3	EA	500.00	\$1,500
4 x 4	20	EA	800.00	\$16,000

TOTAL - 032 ROOF CONSTRUCTION **\$505,800**

ELEMENT - EXTERIOR CLOSURE

041 EXTERIOR WALLS

Framing, insulation, plaster	19,000	SF	18.00	\$342,000
Enhanced exterior finish	2,000	SF	15.00	\$30,000
Canopy column covers	2	EA	1,500.00	\$3,000
Parapet architectural feature	500	LF	40.00	\$20,000
Plaster soffits	160	SF	10.00	\$1,600

TOTAL - EXTERIOR WALLS **\$396,600**

ELEMENT - EXTERIOR CLOSURE

042 EXTERIOR DOORS/WINDOWS

Doors, frames, hardware, installation				
Double doors	9	PR	1,800.00	\$16,200
Single doors	5	EA	1,200.00	\$6,000

BUENA PARK JUNIOR HIGH SCHOOL GYM / LOCKER BUILDING
BUENA PARK, CALIFORNIA
SCHEMATIC COST ESTIMATE

OCSI JOB #: 06055
DATE: 8 MARCH 2006

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
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Windows	370	SF	45.00	\$16,650
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TOTAL - 042 EXTERIOR DOORS/WINDOWS **\$38,850**

ELEMENT - ROOFING

050 ROOFING

Roofing, insulation, sheet metal	17,000	SF	4.50	\$76,500
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TOTAL - 050 ROOFING **\$76,500**

ELEMENT - INTERIOR CONSTRUCTION

061 PARTITIONS

Framing and insulation to roof structure	14,600	SF	6.00	\$87,600
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GWB interior partitions	14,600	SF	1.50	\$21,900
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GWB interior of exterior walls	19,000	SF	1.50	\$28,500
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GWB and framing to enclose gym structural steel	15,000	SF	7.00	\$105,000
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TOTAL - 061 PARTITIONS **\$243,000**

ELEMENT - INTERIOR CONSTRUCTION

062 INTERIOR FINISHES

Ceilings

Gym ceiling treatment, ALLOWANCE	8,670	SF	5.00	\$43,350
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GWB, painted	6,400	SF	8.00	\$51,200
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Acoustical drop ceiling	1,100	SF	2.50	\$2,750
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Exposed, no finish	830	SF	NO COST	
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Floors

Gym floor	8,670	SF	15.00	\$130,050
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Ceramic tile	1,500	SF	12.00	\$18,000
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Carpet / VCT	6,000	SF	3.00	\$18,000
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Sealed concrete	830	SF	0.75	\$623
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Walls

Ceramic tile	1,800	SF	12.00	\$21,600
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Paint	46,800	SF	0.75	\$35,100
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TOTAL - 062 INTERIOR FINISHES **\$320,673**

ELEMENT - INTERIOR CONSTRUCTION

063 SPECIALTIES

Toilet partitions

Handicap	4	EA	1,500.00	\$6,000
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Regular	7	EA	1,200.00	\$8,400
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Urinal screens	3	EA	300.00	\$900
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Toilet accessories

Handicap bar sets	8	EA	250.00	\$2,000
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Toilet paper / seat cover dispensers	13	EA	200.00	\$2,600
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BUENA PARK JUNIOR HIGH SCHOOL GYM / LOCKER BUILDING
BUENA PARK, CALIFORNIA
SCHEMATIC COST ESTIMATE

OCMI JOB #: 06055
DATE: 8 MARCH 2006

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Mirrors	10	EA	150.00	\$1,500
Soap dispensers	10	EA	75.00	\$750
Paper towel dispenser / disposal	6	EA	200.00	\$1,200
Sanitary napkin dispensers / disposal	3	EA	400.00	\$1,200
Shower bench	2	EA	350.00	\$700
Shower partition	2	EA	800.00	\$1,600
Locker rooms				
Lockers	336	EA	300.00	\$100,800
Bench	144	LF	100.00	\$14,400
Mirrors, ALLOWANCE	200	SF	15.00	\$3,000
Janitor room shelving	3	EA	200.00	\$600
Gymnasium				
Basketball backboards, ceiling mounted, folding	6	EA	7,500.00	\$45,000
Scoreboard, ALLOWANCE	1	LS	10,000.00	\$10,000
Floor striping and inserts	8,670	SF	1.00	\$8,670
Folding bleachers	2	SET	15,000.00	\$30,000
TOTAL - 063 SPECIALTIES				\$239,320

ELEMENT - INTERIOR CONSTRUCTION

064 INTERIOR DOORS/WINDOWS

Doors, frames, hardware, installation				
Double doors	1	PR	1,500.00	\$1,500
Single doors	15	EA	1,000.00	\$15,000
Folding security doors	2	SET	2,500.00	\$5,000
Windows	300	SF	40.00	\$12,000
TOTAL - 064 INTERIOR DOORS/WINDOWS				\$33,500

ELEMENT - MECHANICAL

081 PLUMBING

Building rough-in, condensate, roof drainage	17,000	SF	5.00	\$85,000
Fixtures				
Toilets	13	EA	2,000.00	\$26,000
Urinals	4	EA	1,500.00	\$6,000
Showers	2	EA	1,200.00	\$2,400
Lavatories	10	EA	1,200.00	\$12,000
Janitor sinks	3	EA	1,500.00	\$4,500
Floor drains	6	EA	800.00	\$4,800
TOTAL 081 PLUMBING				\$140,700

ELEMENT - MECHANICAL

082 H.V.A.C.

Gym area	8,670	SF	20.00	\$173,400
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BUENA PARK JUNIOR HIGH SCHOOL GYM / LOCKER BUILDING
BUENA PARK, CALIFORNIA
SCHEMATIC COST ESTIMATE

OCMI JOB #: 06055
DATE: 8 MARCH 2006

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
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Remainder of building	8,330	SF	15.00	\$124,950
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TOTAL - 082 H.V.A.C. **\$298,350**

ELEMENT - MECHANICAL

083 FIRE PROTECTION

Fire sprinklers	17,000	SF	3.00	\$51,000
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TOTAL - 083 FIRE PROTECTION **\$51,000**

ELEMENT - ELECTRICAL

091 STANDARD ELECTRICAL

Lighting and power	17,000	SF	10.00	\$170,000
Communications and security	17,000	SF	4.00	\$68,000

Sound systems, gymnasium	8,670	SF	4.00	\$34,680
Specialty lighting premium gymnasium	8,670	SF	5.00	\$43,350

TOTAL - 091 STANDARD ELECTRICAL **\$316,030**

ELEMENT - SITEWORK

121 SITE PREPARATION

Demolition of existing improvements, NIC	42,500	SF	0.08	\$3,400
Clear and grub	3,200	CY	10.00	\$32,000
Remove and recompact 5' under building area	900	CY	10.00	\$9,000
Remove and recompact 3' under paved areas	42,500	SF	0.20	\$8,500

TOTAL - 121 SITE PREPARATION **\$52,900**

ELEMENT - SITEWORK

122 SITE IMPROVEMENTS

Perimeter curb / curb and gutter	850	LF	15.00	\$12,750
Asphalt paving, parking areas	3,000	SF	2.50	\$7,500
Concrete paving, walks and entry areas	4,500	SF	5.00	\$22,500
Landscaping and irrigation	18,000	SF	4.00	\$72,000

Masonry screen walls, foundations	24	LF	250.00	\$6,000
Perimeter chain link fencing	400	LF	25.00	\$10,000
Striping and signage	1	LS	2,500.00	\$2,500

TOTAL - 122 SITE IMPROVEMENTS **\$133,250**

ELEMENT - SITEWORK

123 SITE UTILITIES

Fire service				
Connect to existing systems	1	LS	1,500.00	\$1,500
Detector check assembly	1	LS	12,000.00	\$12,000
Underground piping to building, ALLOWANCE	100	LF	45.00	\$4,500

BUENA PARK JUNIOR HIGH SCHOOL GYM / LOCKER BUILDING
BUENA PARK, CALIFORNIA
SCHEMATIC COST ESTIMATE

OCMI JOB #: 06055
DATE: 8 MARCH 2006

DESCRIPTION	QUANTITY	UNIT	UNIT RATE	ESTIMATED COST
Water service				
Connect to existing systems	1	LS	500.00	\$500
Underground piping to building, ALLOWANCE	100	LF	20.00	\$2,000
Sanitary sewer				
Connect to existing systems	1	LS	1,500.00	\$1,500
Underground piping to building, ALLOWANCE	100	LF	35.00	\$3,500
Storm drainage, ALLOWANCE	42,500	SF	0.50	\$21,250
Electrical and communications services	17,000	SF	3.00	\$51,000
Gas service, by utility company				
TOTAL - 123 SITE UTILITIES				\$97,750
ELEMENT - SITEWORK				
124 OFF-SITE WORK				
Off site utility connection, ALLOWANCE	1	LS	25,000.00	\$25,000
TOTAL - 124 OFF-SITE WORK				\$25,000

BUENA PARK SCHOOL DISTRICT
CITY OF BUENA PARK
BUENA PARK JUNIOR HIGH SCHOOL - GYMNASIUM/LOCKER BUILDING
OPINION OF PROBABLE COST - SCHEMATIC DESIGN PHASE

ID	Item	Estimated Cost	
01.00	Building Construction:		
01.01	Site demolition	\$ 70,000	
01.02	Building construction, site development	\$ 4,626,609	
01.03	Construction bonds	\$ 95,532	
01.04	Subtotal	\$ 4,792,141	
01.05	Construction Contingency	\$ 239,607	
01.06	Total Building Construction	\$ 5,031,748	\$ 5,031,748
02.00	Furniture and Equipment:		
02.01	Furniture and Equipment	\$ 15,000	
02.02	Subtotal	\$ 15,000	
02.03	Contingency	\$ 1,500	
02.04	Total Furniture and Equipment	\$ 16,500	\$ 16,500
03.00	Reports:		
03.01	Geotechnical Engineering Report	\$ 6,000	
03.02	California Environmental Quality Report	\$ 15,000	
03.03	Phase One Environmental Assessment	\$ 10,000	
03.04	Property Title Report	\$ 3,000	
03.05	Subtotal	\$ 34,000	
03.06	Contingency	\$ 3,400	
03.07	Total Reports	\$ 37,400	\$ 37,400
04.00	Surveys:		
04.01	Topographic Survey	\$ 5,000	
04.02	Subtotal	\$ 5,000	
04.03	Contingency	\$ 500	
04.04	Total Surveys	\$ 5,500	\$ 5,500
05.00	Plans:		
05.01	Architectural-engineering plans	\$ 362,950	
05.02	Constructability Review	\$ 10,000	
05.03	Subtotal	\$ 372,950	
05.04	Contingency	\$ 18,648	
05.05	Total Plans	\$ 391,598	\$ 391,598
06.00	Agency Approvals:		
06.01	Division of the State Architect	\$ 29,962	
06.02	California Department of Education	\$ 35,222	
06.03	Department of Toxic Substances Control	\$ 2,500	
06.04	Subtotal	\$ 67,684	
06.05	Contingency	\$ 6,768	
06.06	Total Agency Approvals	\$ 74,452	\$ 74,452

BUENA PARK SCHOOL DISTRICT
CITY OF BUENA PARK
BUENA PARK JUNIOR HIGH SCHOOL - GYMNASIUM/LOCKER BUILDING
OPINION OF PROBABLE COST - SCHEMATIC DESIGN PHASE

ID	Item	Estimated Cost	
07.00	Construction Testing and Inspection:		
07.01	Geotechnical field inspection	\$ 10,000	
07.02	Construction material testing	\$ 4,000	
07.03	Construction Inspection	\$ 120,000	
07.04	Subtotal	\$ 134,000	
07.05	Contingency	\$ 13,400	
07.06	Total Construction Testing and Inspection	\$ 147,400	\$ 147,400
08.00	Construction Management:		
08.01	Construction Management	\$ 125,000	
08.02	Subtotal	\$ 125,000	
08.03	Contingency	\$ 12,500	
08.04	Total Construction Management	\$ 137,500	\$ 137,500
	Total		\$ 5,842,098

EXHIBIT "D"

JOINT-USE GRANT APPLICATION

APPLICATION FOR JOINT-USE FUNDING**SCHOOL FACILITY PROGRAM**

SAB 50-07 (REV 01/05)

The school district named below applies to the State Allocation Board via the Office of Public School Construction for a Joint-Use Project Grant(s) under the provisions of Chapter 12.5, Part 10, Division 1, Article 10.6, commencing with Section 17077.40, et seq., of the Education Code and the Regulations thereto.

SCHOOL DISTRICT BUENA PARK SCHOOL DISTRICT	APPLICATION NUMBER 1
SCHOOL NAME BUENA PARK JUNIOR HIGH SCHOOL	PROJECT TRACKING NUMBER 66456-26
COUNTY ORANGE	

1. Type of Application—Check Only One

- ☐ Type I Joint-Use Project
☐ Type II Joint-Use Project—reconfigure existing school buildings
☒ Type II Joint-Use Project—construct new school buildings

2. Pupils Served—Check Only One

- ☐ Elementary School
☒ Middle School
☐ High School

3. Qualifying SFP Project Application Number

Application Number: # N/A
 Project Tracking Number: # N/A

4. Joint-Use Facility Square Footage

Non-Toilet Facilities (sq. ft.): _____
 Toilet Facilities (sq. ft.): _____
 Total Joint-Use Facilities (sq. ft.): 17,000

5. Eligible Square Footage16,000**6. Type I Joint-Use Project Extra Cost**Fifty percent of Construction Cost: \$ -0-**7. Site Development Cost**

Fifty percent of Service Site: \$ 291,120
 Fifty percent of Utilities: \$ -0-

8. Project Assistance

- ☒ Type II Joint-Use Project only—not part of a qualifying SFP Modernization project

9. Excessive Cost Hardship

- a. ☐ Geographic Percent Factor: _____ %
 b. ☒ Small Size Project (Pupils): _____
 c. ☐ Urban
 • Existing Acres (Useable): _____
 • Proposed Acres (Useable): _____
 • CDE Master Plan: _____

10. District Project Priority

Priority order of this joint-use project application in relation to other joint-use project applications submitted by the district at the same time. # 1

11. Project Progress Dates

- a. Construction Contract signed on: N/A
 b. Notice to Proceed issued on: N/A

12. Labor Compliance Program

Will you be required to initiate and enforce a Labor Compliance Program pursuant to Labor Code Section 1771.7 for this project? ☒ Yes ☐ No

13. Matching Share

- a. Joint-use partner(s) contribution: 50 %
 b. District contribution: 50 %

**APPLICATION FOR JOINT-USE FUNDING
SCHOOL FACILITY PROGRAM**

SAB 50-07 (REV 01/05)

14. CERTIFICATION

I certify, as the District Representative, that the information reported on this form is true and correct and that I am the authorized representative of the district as authorized by the Governing Board of the District; and,

- A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1, Article 10.6, commencing with Section 17077.40, et. seq., of the Education Code was adopted by the School District's Governing Board on May 8, 2006; and,
- The district has established a "Restricted Maintenance Account" for exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented under the provisions of Education Code Sections 17070.75 and 17070.77 (Refer to Sections 1859.100 through 1859.102); and,
- The district will comply with all laws pertaining to the construction of its school building; and,
- All contracts entered into for the service of any architect structural engineer or other design professional for any work under the project have been obtained pursuant to a competitive process that is consistent with the requirements of Chapter 10 (commencing with Section 4525) of Division 5, of Title 1, of the Government Code; and,
- If the request is for a Type I or II Joint-Use Project, which is part of a qualifying SFP project, the district has received approval of the plans from the CDE and approval of the P&S from the DSA; and,
- If this request is for a Type II Joint-Use Project, and is not part of a qualifying SFP Modernization project, the district has completed the preliminary plans for the project and has received preliminary approval of the plans from the CDE; and,
- The district has or will comply with the Public Contract Code regarding all laws governing the use of force account labor; and,
- This district has or will comply with Education Code Section 17076.11 regarding at least a 3 percent expenditure goal for disabled veteran business enterprises; and,
- The joint-use partners' financial contribution for the project required pursuant to Section 1859.127 has either been received and expended by the district, deposited in the County School Facility Fund or will be received and expended by the district prior to the notice of completion for the project; and,
- The district understands that the lack of substantial progress toward increasing the pupil capacity of its facilities within 18 months of receipt of any funding shall be cause for the rescission of the unexpended funds (refer to Section 1859.105); and,
- If the request is for a Type I or II Joint-Use Project, which is part of a qualifying SFP Modernization project, the district understands that funds not released within 18 months of apportionment shall be rescinded and the application shall be denied (refer to Section 1859.90); and,
- If the request is for a Type II Joint-Use Project, and is not part of a qualifying SFP Modernization project, the district understands that funds not released within 18 months from the date the DSA approved P&S are submitted to the OPSC, the apportionment shall be rescinded and the application shall be denied (refer to Section 1859.90); and,
- The statements set forth in this application and supporting documents are true and correct to the best of my knowledge and belief; and,
- This form is an exact duplicate (verbatim) of the form provided by the OPSC. In the event a conflict should exist, the language in the OPSC form will prevail; and,
- The district understands that some or all of the State funding for the project must be returned to the State as a result of an audit pursuant to Sections 1859.105 and 1859.106; and,
- The district has complied with the provisions of Section 1859.76 and that the portion of the project funded by the State does not contain work specifically prohibited in that Section; and,
- If the joint-use project grant will be used for the construction of school facilities on leased land, the district has entered into a lease agreement for the leased property that meets the requirements of Section 1859.22; and,
- The district has complied with the applicable Joint-Use Program Eligibility Criteria outlined in Sections 1859.122, 1859.122.1 and 1859.122.2 as appropriate; and,
- The district has or will initiate and enforce a Labor Compliance Program that has been approved by the Department of Industrial Relations, pursuant to Labor Code Section 1771.7, if the project is funded from Proposition 47 and the Notice to Proceed for the construction phase of the project is issued on or after April 1, 2003; and,
- If the joint-use project will serve more than one school site, the CDE has determined the highest grade level that will be served by the joint-use project; and,
- The district has or will initiate and enforce a Labor Compliance Program that has been approved by the Department of Industrial Relations, pursuant to Labor Code Section 1771.7, if the project is funded from Propositions 47 or 55 and the Notice to Proceed for the construction phase of the project is issued on or after April 1, 2003; and,
- Beginning with the 2005/2006 fiscal year, the district has complied with Education Code Section 17070.75(e) by establishing a facilities inspection system to ensure that each of its schools is maintained in good repair.

SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

5/9/06

**LICENSE AGREEMENT BETWEEN
THE BUENA PARK SCHOOL DISTRICT
AND THE CITY OF BUENA PARK PROVIDING
FOR THE JOINT USE OF REAL PROPERTY
FOR PARK AND RECREATION PURPOSES
(JAMES A. WHITAKER ELEMENTARY SCHOOL PARK)**

THIS LICENSE AGREEMENT is made and entered into this 25 day of January, 2022 (“Effective Date”), by and between the Buena Park School District (hereinafter “District”), a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and the City of Buena Park (hereinafter “City”), a California charter city (individually a “Party” and collectively “the Parties”).

RECITALS

WHEREAS, California Education Code section 10900 *et seq.* (“Community Recreation Programs Law”) authorizes public authorities to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults, and further empowers public authorities to cooperate with each other to attain such objectives;

WHEREAS, the Community Recreation Programs Law defines “recreation” to include “any activity, voluntarily engaged in, which contributes to the “...mental, or moral development of the individual or group participating therein, and includes any activity in the fields of... art, handicrafts ... nature contacting, aquatic sports, and athletics...;”

WHEREAS, District and City are authorized under California law to operate and maintain recreation centers, as defined in Education Code section 10901(f), for community recreation (“Recreation Centers”);

WHEREAS, District and City desire to enter into an agreement pursuant to the aforesaid provisions of the Education Code of the State of California, providing for the joint use of Recreation Centers which are located within the boundaries of both Parties;

WHEREAS, District owns property located at 8401 Montana Street, Buena Park, CA 90620, known as the District’s “James A. Whitaker Elementary School Site” (“School Property”), which consists of approximately 3.3 acres of land used for school playground and park purposes (“Park Property”);

WHEREAS, the City and District desire to enter into an Agreement for the joint use of the Park Property, and specifically for the City’s construction and installation of certain improvements for recreational purposes thereon, with the cost thereof to be paid for by the City with the proceeds of a grant awarded under the Statewide Park Development and Community Revitalization Program (“Grant Program”), and the Parties’ subsequent joint use of the Property and improvements in furtherance of their mutual public purposes.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Description of Property. A description and map depicting the Park Property and the School Property as set forth in this Agreement are attached hereto as Exhibit "A".

Section 2. License and Use. District grants a license to City to construct and install the "Park Improvements" described in Exhibit "B" hereto on the Park Property, and thereafter to operate and use the Park Property for public park and playground purposes pursuant to the terms and conditions set forth herein. Nothing in this Agreement shall grant City a license to use or access any other portion of the School Property.

(a) No Fee. District shall not require the payment of any rents, license fees, or monetary consideration of any kind in exchange for the license, with the Parties recognizing and agreeing that the mutual promises and obligations of this Agreement, together with the public purposes furthered hereby, serve as good, valuable, and adequate consideration.

(b) District Use. The District shall have exclusive use (public use prohibited) of the Park Property and all Park Improvements for general playground and educational purposes at all times when school at the Whitaker School Site is in session, and for any activity sponsored by the School District even if school is not in session, as further defined in subsection (d) below ("District Use"). The District Use shall exclude the "City Facilities" defined in Section 5(b) below.

(c) City Use. City shall have the right to use and operate the Park Property, and all Park Improvements thereon, as a public park at all the times not in District Use or not scheduled for District Use, except for during "Closure Hours" (as defined in subsection (e)(3) below) when any and all public use shall be prohibited by both Parties ("City Use"). As used herein, the term "public park" shall mean a park available to the public for recreational and leisure activities, subject to the limitations of the Buena Park Municipal Code.

(d) Scheduling. The Parties agree that the Park Property shall be designated for the exclusive District Use during school hours, defined as 7:30 a.m. to 3:00 p.m. Monday through Friday, excluding District holidays, and excluding times when school is not in session such as summer, spring, and winter breaks ("School Hours"). Upon each and every six (6)-month anniversary of the Effective Date of this Agreement, District and City shall meet to discuss the dates of District sponsored activities to be held outside of School Hours over the ensuing six (6) month period, and the District shall be entitled to reserve up to six (6) calendar days outside of School Hours for purposes of conducting District-related activities during any six (6) month period. At all times during District Use, the District shall take and be responsible all actions necessary to ensure public access to the Park Property is prohibited.

(e) Responsibilities During Periods of Use / Non-Use.

(1) District. District shall be solely responsible for preventing and ending any "Improper Activities" (as defined in subsection (2) below) on the Park Property occurring during times of District Use in accordance with District Policies and Procedures.

(2) City. City shall be solely responsible for taking all action reasonably necessary to ensure that use of the Park Property is limited to permissible public recreational and leisure activities during times of City Use. During such times City shall be responsible and take reasonable action to prevent illegal, improper, or otherwise dangerous activities from occurring on the Park Property, including, but not limited to: consumption of intoxicating liquors or other controlled substances, drug use, smoking, gambling, quarreling, fighting, use of profane language, loitering, squatting, indecent exposure, prostitution, fornication, gang activity, graffiti, criminal conduct, or any other activities that is illegal or otherwise generally prohibited by the Buena Park Municipal Code in a public park ("Improper Activity(ies)").

(3) Closure Hours. City and District shall be jointly responsible for preventing and ending any and all public use or access to the Park Property during the hours of 10:00 p.m. to 5:00 a.m. ("Closure Hours"). If any Improper Activity occurs on the Park Property during Closure Hours, upon receipt of notice the City shall, as soon as practicable, take steps reasonably necessary to terminate the Improper Activity and remove the effects thereof, including but not limited to removing any material resulting from the Improper Activity. The District, at its sole discretion and emergency circumstances or after reasonable advanced notice to City, may take any action reasonably necessary to address the Improper Activity, in which case the City shall be responsible for reasonable costs actually incurred by the District to remedy the Improper Activity. Repeated failure by City to prevent and otherwise eliminate recurrence of Improper Activities on the Park Property, upon reasonable notice from the District, may result in District terminating this Agreement as provided by Section 7, below.

(4) Emergency Services. Nothing in this subsection shall alter or modify any obligations either Party may have to provide or coordinate the provision of emergency services upon the Park Property in accordance with the Party's respective obligations at law or pursuant to local rule or policy.

Section 3. Term. Unless earlier terminated in accordance with Section 7 below, the term of this Agreement shall be thirty (30) years from the Park Opening Date ("Term"), with the City having the option to renew the term of the Agreement for not more than an additional twenty (20) years; provided that the term of the Agreement may be further extended upon the mutual written agreement of the Parties. . The "Park Opening Date" shall be the date upon which the City accepts the Park Improvements as complete, which date shall be documented in a subsequent writing of the Parties and, and at the City's discretion, a memorandum thereof may be recorded on the Park Property in a form substantially similar to that set forth in Exhibit "C" ("Memorandum").

Section 4. Construction of Park Improvements.

(a) Lead Agency. The City shall serve as the "lead agency" for the Park Improvements for all purposes, including but not limited to CEQA, and shall be responsible and exclusively liable for procuring, contracting for, managing, and overseeing any and all planning, design, and construction work necessary to complete the Park Improvements. The City shall solicit and procure all work necessary for the Park Improvements in accordance with the requirements of the Buena Park Municipal Code, as applicable, and shall oversee and manage such work until the Park

Improvements are accepted as complete by the City and District. The City shall bear all costs and expenses associated with the design, planning, and construction of the Park Improvements, which will be paid for by the City with proceeds of the grant awarded under the Grant Program.

(b) Coordination. The City and District shall cooperate in good faith with regard to the coordination and scheduling of construction activities for the Park Improvements; which shall occur during such times as approved in advanced by the District. The Parties may enter into such additional access agreements, implementation agreements, or memorandums of understanding as deemed necessary to memorialize and document the Parties' respective rights and obligations during the construction of the Park Improvements.

(c) Prevailing Wage. In accordance with Labor Code Section 1770 *et seq.*, and the Charter for the City of Buena Park, the Park Improvements are as a "public work" to which the requirements of prevailing wage apply. Pursuant to the provisions of Section 1773.2 of the Labor Code, the selected contractor and its subcontractors, if any, shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations regarding the prevailing rate of per diem wages.

Section 5. Ongoing Obligations and Conditions to Use.

(a) Maintenance Responsibilities of the Parties.

(1) General Condition. The Parties agree that the Park Property will be kept in good repair and in a manner suitable for its intended use. City shall keep and maintain the Park Property and the Park Improvements in a clean, safe and first-class condition in accordance with the standards of maintenance for other public parks and playgrounds owned by the District and the City. As part of its obligation to prevent Improper Activities as set forth above, City shall make reasonable efforts to ensure the Park Property remains free and clear of graffiti, drug paraphernalia, or any illicit material or conduct, and to remove such material upon notice thereof. Repeated failure by City to prevent and otherwise expeditiously address Improper Activities or the effects thereof may result in District terminating this Agreement under Section 7 below.

(2) City Maintenance Obligations. Without limiting the generality of the foregoing, the obligation of City to repair, maintain, and keep in good condition shall include: repair and maintenance of all Park Improvements at the Park Property; performing exterior and interior painting of the same when necessary; performing both ordinary and extraordinary, foreseen and unforeseen repairs and maintenance; keeping the parcel, including all landscaping thereon, in good, safe and orderly condition, free of weeds, rubbish, debris and unlawful obstructions, properly lighted; and repair, restoration and maintenance of same, all at the City's sole cost and expense (except as specified below with respect to "Landscaping Costs").

i) Limitation. The City's obligations under this subsection shall be subject to reasonable wear and tear sustained by the Park Improvements; provided, however, that the effects of continued reasonable wear and tear shall not impair the City's obligation to keep the Park Property in a safe condition given its intended purpose.

ii) Sharing of Maintenance Costs. The Parties shall share on a "prorated basis" the reasonable ongoing expenses incurred by the City for necessary preventative and/or regularly scheduled landscape maintenance of the Park Property ("Landscaping Costs"), with the District's share of such Landscaping Costs estimated not to exceed the sum of EIGHT THOUSAND ONE HUNDRED DOLLARS (\$8,100.00) per fiscal year without advance notice to the District. Semiannually on or about January 1 and July 1 of each Fiscal Year, City shall submit to District an invoice for the District's share of Landscaping Costs incurred for the Park Property during the preceding six (6) months, which invoice shall itemize, by each expense category, the District's share of the total costs for said period. District may object to the City's claimed Landscaping Costs within twenty (20) days' of receiving the City's invoice, and absent such an objection shall promptly pay to the City its share of such costs within thirty (30) days of receipt of such invoice. The District's share of Landscaping Costs shall be calculated based on the percentage of hours the Park Property is dedicated to District Use when compared with the hours dedicated to City Use, with 100% representing the total number of hours in the applicable six (6) month period during which the Park Property was subject to District or City Use, and Closure Hours excluded. The Parties shall work together cooperatively and in good faith to resolve disputes relating to Landscaping Costs.

(3) District Obligations. Notwithstanding the above, District shall bear the obligation to repair any damage caused to the Park Property or Park Improvement by the intentional or reckless acts of its students, employees, guests, or invitees, during the scheduled or actual District Use of the Park Property.

(4) Cost Recovery for Failure to Maintain. In the event that either Party fails to keep the Park Property in good repair and in a manner suitable for its intended use, as respectively required, the other Party may, at its discretion and after reasonable advance notice, undertake any such required maintenance of the Park Property and Park Improvements, and Party charged with the responsibility for such repairs and maintenance under this Section shall reimburse the other Party for the actual costs of such work within thirty (30) days of invoice.

(b) Public Restroom and City Facilities. The Park Improvements include a structure to provide access to public restrooms, facilities, or storage of City property during times City Use ("City Facilities"), as depicted in Exhibit "A". The City, its employees, its agents, officers, employees, guests or invitees shall have the exclusive right to access and use the City Facilities, and City shall have sole responsibility for the maintenance, repair, and general upkeep of the City Facilities during the Term. The City Facilities shall not be utilized or accessed by the District and are excluded from the District Use.

(c) Clean-up Responsibilities. During their respective times of use of the Park Property as set forth in this Agreement, the District and the City shall be respectively responsible for cleanup of the Park Property. The District and the City shall each require users of the Park Property to provide adequate supervision and ensure that the Park Property will be cleaned up after such usage. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash and similar related activities. In the event that either Party fails to clean up and maintain the Park Property following its use or scheduled use, the other Party may, at its sole discretion, undertake any clean up or maintenance of the Park Property and shall be entitled to reimbursement from the responsible Party for the actual costs of such clean up or maintenance within thirty (30)

days of invoice. Additionally, under no circumstances during the term of this Agreement shall either Party use or cause to be used in the Park Property any hazardous or toxic substances or materials, and under no circumstance during the term of this Agreement shall either Party store or dispose of any such substances or materials in the Park Property.

(d) Security / Monitoring Services. City shall provide standard police patrols to the immediate vicinity of the Park Property during the times of City Use or scheduled City Use, for purposes of deterring and addressing any Improper Activities on the Park Property. City shall provide the District with contact information for police dispatch for purposes of responding to requests from the District to address threatened or existing Improper Activity on the Park Property. District shall provide at its sole cost police, security, and/or other supervision it deems appropriate, to monitor the Park Property in order to prevent, eliminate and address any Improper Activities that may occur, or threaten to occur on the Park Property during actual and scheduled periods of District Use.

(e) Non-Interference with District Activities. This Agreement shall not grant City the right to interfere with any activities of District.

(f) Conduct of City, Employees and Invitees. City shall insure that all employees, invitees, and all others in attendance adhere to proper standards of public conduct while the Park Property is in City Use. Additionally, each Party agrees to utilize the Park Property in conformance with Federal and State law as well as District and City administrative regulations, ordinances, and policies.

(g) Utilities. District shall pay for all utilities associated with the Park Property.

(h) Improvements. Upon the Effective Date of this Agreement, the Parties shall schedule an inspection of the Park Property during which the Parties will review the current condition of the Park Property and identify any and all changes to the Park Property to be made in connection with the Park Improvements. The City shall not make any change, alteration, or improvement to the Park Property without prior written consent from the District, which shall not be unreasonably withheld. Unless the District requires their removal, all alterations, improvements or additions which are made at the Park Property by City, including any existing Improvements, Park Improvements, and new or additional improvements subsequently approved by the District, shall become the property of the District and remain upon, and be surrendered with, the Park Property at the expiration of the Term.

(i) Program Costs and Equipment. The Parties agree that each Party shall provide all materials and equipment to be used in their respective activities during the time of each Party's respective use of the Park Property.

(j) Program Supervision. The Parties agree that each Party will provide all necessary supervision and security at their respective activities. Such supervision shall include all actions and staff necessary to ensure no Improper Activity occurs on the Park Property and all actions necessary to prevent, immediately stop, and to otherwise remove any evidence of Improper Activities should they occur on the Park Property.

(k) Insurance.

(1) City Insurance Requirements.

i) Public Liability and Property Damage. City agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with City's use of the Park Property under this Agreement. Such insurance shall be in amounts not less than \$2,500,000 per occurrence; \$5,000,000 for general aggregate and \$2,500,000 for property damage.

ii) Automobile Liability. City also agrees to maintain in full force and effect with regard to any City owned vehicles which City brings onto the Park Property a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

iii) Workers' Compensation. City shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

iv) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both Parties hereto before cancellation or change in coverage, scope or amount of any policy. District, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

v) Insurance Endorsements. Concurrent with the execution of the Agreement and prior to any use by City of the Park Property, City will provide District with an endorsement(s) verifying such insurance and the terms described herein.

vi) Right to Self Insure. In lieu of commercial insurance, City shall retain the right to self-insure all or any portion of its insurance obligations herein.

(2) District Insurance Requirements.

i) Public Liability and Property Damage. District agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with District's use of the Park Property under this Agreement. Such insurance shall be in amounts not less than \$2,500,000 per occurrence; \$5,000,000 for general aggregate and \$2,500,000 for property damage.

ii) Automobile Liability. District also agrees to maintain in full force and effect with regard to any District owned vehicles which District brings onto the Park Property a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

iii) Workers' Compensation. District shall also maintain, in full force and effect throughout the term of this Agreement, Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence.

iv) Notice; Additional Named Insureds. All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both Parties hereto before cancellation or change in coverage, scope or amount of any policy. City, its directors, officers, agents, employees and consultants, shall be designated as additional named insureds.

v) Insurance Endorsements. Concurrent with the execution of the Agreement and prior to any use by District of the Park Property, District will provide City with an endorsement(s) verifying such insurance and the terms described herein.

vi) Right to Self Insure. In lieu of commercial insurance, District shall retain the right to self-insure all or any portion of its insurance obligations herein.

(i) Indemnification. Each Party shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts of the indemnifying Party, its agents, officers, employees, guests or invitees, or resulting from the other Party's activities at the Park Property during its scheduled and actual use of the Park Property, or in connection with the planning, designing, and construction of the Park Improvements. Each party shall indemnify and defend the other, its respective directors, officers, agents, employees, and invitees against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with the indemnifying Party's activities at the Park Property, whether or not there is concurrent negligence on the part of indemnified Party, its agents, employees or officers, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole negligence or willful misconduct of indemnified Party. In connection therewith:

(1) Actions Filed. Each Party shall defend any action or actions filed against the other in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(2) Judgments Rendered. Each Party shall promptly pay any judgment rendered against it or the indemnified Party covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Park Property referred to herein and agrees to save and hold the other Party harmless therefrom.

(3) Costs and Expenses; Attorneys' Fees. In the event District is made a party to any action or proceeding filed or prosecuted against City for such damages or other claims

arising out of the use of and operations at the facilities referred to herein, City agrees to pay District any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees. In the event City is made a party to any action or proceeding filed or prosecuted against District for such damages or other claims arising out of the use of and operations at the facilities referred to herein, District agrees to pay City any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

Section 6. Compliance with Law and Grant Program Requirements. The Parties shall comply with all laws, ordinances, rules, and regulations applicable to the Park Property, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the Park Property. The Parties shall further comply with all terms, conditions, and requirements of the Grant Program.

Section 7. Termination. If either Party fails to perform any material term, covenant or condition of this Agreement, or otherwise materially breaches this Agreement ("Good Cause"), and such failure or breach continues for more than thirty (30) days after written notice is received by the defaulting Party (or if the breach or default is of such character as to reasonably require more than thirty (30) days to cure, and the defaulting Party fails, within thirty (30) days after it receives written notice of such breach or default from the non-defaulting Party, to commence the cure of such default or thereafter fails to pursue with reasonable diligence the curing of such default to completion), then the non-defaulting Party may, at its option and without any further demand or notice terminate this Agreement. This Agreement and the Parties rights and obligations hereunder may only be terminated or revoked for Good Cause.

Section 8. Legal Interpretation of Instrument. The Parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the Park Property. This Agreement is not intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California.

Section 9. Notices. Any notice, request, information or other document to be given hereunder to any of the Parties by any other Parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to CITY:

CITY OF BUENA PARK
Attention: City Manager
6650 Beach Blvd.
Buena Park, CA 90622

If to DISTRICT:

BUENA PARK SCHOOL DISTRICT
Attention: Superintendent
6885 Orangethrope Avenue
Buena Park, CA 90620

Any Party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other Parties in the manner provided for giving notice. The Parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated.

Section 10. Official Representatives. The official representative for District shall be its Superintendent or its designee. The official representative for City shall be the City Manager, or its designee.

Section 11. Employees/Independent Contractors. For purposes of this Agreement, all persons employed by City in the performance of services and functions with respect to this Agreement shall be deemed employees of City and no City employee shall be considered as an employee of the District under the jurisdiction of District, nor shall such City employees have any District pension, civil service, or other status while an employee of the City.

City shall have no authority to contract on behalf of District. It is expressly understood and agreed by both Parties hereto that City, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

Section 12. Attorneys' Fees; Litigation. In the event any action or suit is brought by a Party against another Party by reason of the breach of any of the covenants or agreements set forth in this Agreement or any other dispute between the Parties concerning this Agreement, each Party shall be responsible for its own attorney's fees and costs.

Section 13. Assignment/Subletting. City shall not assign or sublicense this Agreement or any right or privilege City might have under this Agreement without the prior written consent of District, which consent maybe withheld and/or conditioned at the sole discretion of the District. Such conditions, if any, will include, but are not limited to: assignee/sublicensee must agree in a written notice to District to carry out and observe each of City's agreements hereunder and District must have 24-hour contact information for any assignee/sublicensee.

Section 14. Signs. City shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the Park Property without District's prior written consent, in District's sole discretion. Signage placed by members of the public shall be governed by applicable provisions of the Buena Park Municipal Code.

Section 15. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Section 16. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 17. Entire Agreement, Waivers and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by City and District.

Section 17. Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. In accordance with California Education Code section 17604, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

Section 18. Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

Section 19. Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and City and District acknowledge and agree that they are each bound by the same.

Section 20. Exhibits. Each of the Exhibits referenced in and attached to this Agreement are incorporated and made a part hereof.

Section 21. Conflicts of Interest. No director, officer, official, representative, agent or employee of either Party shall have any financial interest, direct or indirect, in this Agreement.

Section 22. Nondiscrimination. There shall be no discrimination by City or District against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

Section 23. Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party.

Section 24. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then

upon application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

Section 25. Cooperation. District and City acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set out in this Agreement. Both District and City hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this Agreement and attached Exhibit hereto.

Section 26. Ambiguities Not to be Construed Against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the Party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

Section 27. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between District and City. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

Section 28. Days/Holidays. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

Section 29. Nonliability of Officials. No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

Section 30. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first above written.

DATED: 2/24/2022

BUENA PARK SCHOOL DISTRICT

DocuSigned by:
By: Sandra L Poteet
D9AF54190A1F48F
Sandra Poteet
Chief Financial Officer

DATED: 2/24/2022

CITY OF BUENA PARK

DocuSigned by:
By: Aaron France
A60CA453C3B349B
Aaron France
City Manager

EXHIBIT "A"

**LEGAL DESCRIPTION AND MAP OF WHITAKER PARK PROPERTY,
ALSO DEPICTING WHITAKER SCHOOL PARK PROPERTY**

[TO BE ADDED]

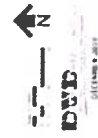
EXHIBIT "B"

"PARK IMPROVEMENTS" TO WHITAKER SCHOOL PARK PROPERTY

As described in the City's application for funds under the Grant Program, the Park Improvements shall be consistent with the Site Plan set forth in Exhibit B-1, and consistent of (among other things) the following:

- A ¼ mile hardscape oval walking trail with an adjacent decomposed granite walking trail to run along the perimeter of the park. The trail will include painted lane markings and trailside bench seating.
- Two (2) age appropriate playgrounds with shared rubber play surfaces, one focusing on children ages 6-12 and the second will focus on all ages.
- Exercise fitness equipment offering 9-10 fitness stations will be placed on decomposed granite surfacing and located in a central area adjacent to the walking trail.
- A multi-use sport court will include basketball, pickleball, and fraction ball.
- A "ninja warrior" styled obstacle course on rubber surfacing to provide an intense physical fitness opportunity.
- Open space for small-sided soccer.
- Picnic areas with shade structures.
- A boulder rock climbing area
- Drinking fountains with bottle filters
- Outdoor gathering
- Bike racks
- Security lighting attached to select poles along the exterior perimeter of the park, and security lighting along the walkways within the park
- Paint tiles decorated by children will be incorporated as a public art piece
- Wood mulch under trees to maintain clear site visibility between school and park grounds.
- Landscaping will exclude the use of invasive plants and feature drought tolerant or climate appropriate non-invasive native turf, trees, shrubs, plants, and ground cover.

DALE STREET



PRELIMINARY PARK DESIGN
WHITAKER PARK
CITY OF BUENA PARK

16

MEMORANDUM OF LICENSE AGREEMENT [FORM]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Buena Park
6650 Beach Blvd,
Buena Park, CA 90622

RECORDING FEE EXEMPT PURSUANT TO GOVERNMENT
CODE SECTION 27383

THIS SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF LICENSE AGREEMENT

THIS MEMORANDUM OF LICENSE AGREEMENT ("Memorandum") is made as of this 25 day of January 2022 (the "Effective Date"), by and between the Buena Park School District (hereinafter "District"), a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and the City of Buena Park (hereinafter "City"), a California charter city (individually a "Party" and collectively "the Parties").

1. **PURPOSE OF THIS MEMORANDUM.** This Memorandum is entered into by the Parties hereto for the purpose of providing record notice of that certain License Agreement dated January __, 2022 ("License"), and in no way modifies the provisions of the License, and rather all terms and conditions set forth in the License are expressly incorporated by this reference. An official and full copy of the License may be obtained from office of the Buena Park City Clerk located at 6650 Beach Blvd, Buena Park, CA 90622.

2. **PREMISES.** Pursuant to the terms and conditions of the License, District grants a license to City to construct and install certain "Park Improvements" as described in the License on the "Park Property described in Exhibit "A" hereto, and following construction of the Park Improvements, to operate and use the Park Property and Park Improvements for public park and playground purposes pursuant to the terms and conditions set forth in the License.

3. **TERM OF LEASE.** Subject to terms and conditions contained in the License, the term of the Lease is thirty (30) years, with City having the option to extend the term of the License for not more than twenty (20) additional years on the same terms and conditions as set forth in the License.

4. **EXECUTION.** This Memorandum may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on the following page]

IN WITNESS WHEREOF, the District and City have caused this Memorandum to be executed as of the date first written above.

"District":

BUENA PARK SCHOOL DISTRICT

Name: Sandra Poteet
Title: Chief Financial Officer

ATTEST:

By: _____

"City":

CITY OF BUENA PARK

Name: Aaron France
Title: City Manager

ATTEST:

By: _____

[Principal signatures to be notarized]

**AGREEMENT FOR SERVICES BETWEEN
THE SAVANNA SCHOOL DISTRICT AND THE CITY OF BUENA PARK**

This Agreement ("Agreement") is made and entered into on or about July 25, 2023, by and between Savanna School District ("District") and the City of Buena Park (the "City"). This Agreement is based upon the following factual recitals:

RECITALS

- A. WHEREAS, the District operates an Expanded Learning Opportunity Program ("ELOP") and has requested that the City contract with the District to assign City employees to provide services to the District's ELOP, as further described in Exhibit "A" hereto (the "Program");
- B. WHEREAS, the City, by and through employees of its Community Services Department ("City Employees"), possesses the experience and skill to provide the services as requested by District for operation of the Program; and
- C. WHEREAS, by way of this agreement the City and District (individually at times a "Party" and jointly the "Parties" desire to set forth the terms, conditions and covenants by which the City will assign City Employees to the District in connection with the Program.

NOW THEREFORE, IN CONSIDERATION of the foregoing Recitals, and mutual understandings contained in this Agreement and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and District (jointly the "Parties") agree as follows:

AGREEMENT

1. Background Check and Fingerprinting. In accordance with California Education Code section 45125.1, City Employees assigned to the Program will not be placed at the District with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is completed by the City and received by the District. The City must certify to the District in writing that its employees assigned to the Program have not been convicted of a serious or violent felony, as those terms are defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively.
2. Scope of Work. City Employees shall perform the following services to the District:
 - City Employees shall act as instructors and supervisors during scheduled times of the Program.
 - The City shall provide at least one (1) Senior Community Service Leader and up to five (5) Community Service Leader I's, as necessary to maintain a 20:1 leader to child ratio to assist with operating the Program from 2:30-4:30 p.m. each day on school days and on certain non-school days, as mutually agreed upon by the Parties.
 - The Program shall consist of recreational programming, including instruction and supervision of athletic activities, games, crafts, and musical activities conducted indoors and outdoors.
 - With District's prior consent, City may invite additional agencies such as America on Track, OCHCA, etc. to assist with programming. All persons providing services through such agencies shall comply with the fingerprinting requirements of Section 1 of this Agreement prior to providing services to students.

- The Program will occur at Holder Elementary School for students enrolled at the school, and shall take place from August 7, 2023 to June 30, 2024. The Parties shall make best efforts to develop and implement a curriculum in which services for the Program are provided in six (6) to eight (8) week sessions. Contents of the programming and the length of any and all sessions shall ultimately be determined by City at its discretion.
3. Term. The term of the Agreement shall be from August 1, 2023 to June 30, 2024, unless further extended in writing by the Parties or earlier terminated in accordance with Section 6 of this Agreement.
 4. Payment. The District will reimburse City for all costs associated with the services provided by the City Employees assigned to the Program. City shall invoice District and detail services provided by each City Employee on a monthly basis and payment of each approved invoice shall be made by District within thirty (30) calendar days.
 5. Expenses. District agrees to reimburse the City for reasonable and necessary expenses for equipment and supplies purchased, if any, associated with completing the Scope of Work. To qualify for reimbursement, expenses shall be approved by the District in advance, and not unreasonably withheld by District.
 6. Termination of the Agreement. Either Party shall have the right to terminate the Agreement without cause upon providing sixty (60) days written notice to the other Party.

In the event of any material default under this Agreement, which default remains uncured for a period of sixty (60) days after receipt of written notice of such default, this Agreement may be immediately terminated by the non-defaulting party.

7. Upon request of the District, should a City Employee assigned to the program fail to meet District standards, the City shall replace the assigned City Employee.
8. Independent Contractor. The Agreement is by and between two independent entities and is not intended to, or shall not be construed to, create the relationship of servant, employee, partnership, joint venture, or association. City Employees are not to be considered employees or agents of the District for any purpose, including Workers' Compensation or any other employee benefit programs.
9. Notices; Service. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

To District:
Dr. Sue Johnson, Superintendent
Savanna School District
1330 S Knott Ave
Anaheim, CA 92804

To City:
Jim Box, Director of Community Services
City of Buena Park
6688 Beach Blvd.
Buena Park, CA. 90621

Notices may be personally served, served by regular mail postage prepaid and deposited in the U.S. Mail, by registered mail, by facsimile with proof of transmittal, or by overnight mail with proof of delivery.

10. Insurance. Each party, at their own expense, shall carry the following insurance coverage in connection with and during the term of this Agreement and will furnish copies of insurance certificates upon request:
 - Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate, including an additional insured endorsement naming the other party as an additional insured.
 - Workers' Compensation Insurance as required by law. The City shall provide Workers' Compensation coverage for its participating employees.
 - Business Auto Liability Insurance in the amount of \$1,000,000.
11. Indemnification and Hold Harmless. The City shall defend, indemnify and hold harmless the District, its officers, employees, agents, insurers, and students from and against any and all loss, claim, suit, attorney fees and damages or expense of any sort arising directly or indirectly from any acts or omissions of the City in performance of this Agreement, including, but not limited to, any claims for personal or bodily injury, property damage, wrongful death or economic loss of any sort, regardless of whether any negligence or other fault on the part of District contributed to such claim, injury or damage, unless the negligence or fault of District was the sole cause of such claim, injury or damage.

The District shall defend, indemnify and hold harmless the City, its officers, employees, agents, insurers, and volunteers from and against any and all loss, claim, suit, attorney fees and damages or expense of any sort arising directly or indirectly from any acts or omissions of the District in performance of this Agreement, including, but not limited to, any claims for personal or bodily injury, property damage, wrongful death or economic loss of any sort, regardless of whether any negligence or other fault on the part of the City contributed to such claim, injury or damage, unless the negligence or fault of the City was the sole cause of such claim, injury or damage.
12. Nondiscrimination. The Parties shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.
13. Confidentiality. In the course of performing services under this Agreement, the Parties recognize that each party's employees may come in contact with or become familiar with information which the other party, its employees and affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the party's personnel and/or students. The Parties agree to maintain confidentiality of all such information received in the course of performing services pursuant to this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. Records. It is understood and agreed that all records of each party shall remain the property of the respective party.
15. School District Policies and Procedures. The District shall ensure that each City employee is aware of and understands all applicable District policies and procedures. City shall require each City employee to conform to all such District policies, procedures, regulations, standards for

health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of District and the City.

16. Alternative Dispute Resolution. In the event of any dispute arising out of the Agreement, the Parties agree to an alternative dispute resolution (ADR) process. If the Parties are unable to resolve their dispute, they agree to binding arbitration pursuant to the rules of the American Arbitration Association (AAA), or other arbitration service as the Parties may agree. Any arbitration shall take place at the arbitration facilities nearest to the District.
17. Modification. The Agreement may only be modified in writing executed by both Parties.
18. Governing Law. The Agreement shall be governed by the laws of the State of California, with venue in Orange County.
19. Assignment. This Agreement may not be assigned without the written consent of the other Party.
20. Complete Agreement. This Agreement is the entire agreement between the Parties and supersedes any and all prior understandings whether orally or in writing.
21. Execution in Counterpart. The Agreement may be signed on separate signature pages (in counterparts). Copies of signatures shall have the same force and effect as original signatures for all purposes.
22. Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
23. Binding Effect. This Agreement is binding upon the successors and assigns of the Parties.

IN WITNESS WHEREOF, the Parties hereto duly execute this Agreement on the date first set forth above.

SAVANNA SCHOOL DISTRICT

THE CITY OF BUENA PARK

By: _____
Dr. Sue Johnson
Superintendent

By: _____
Aaron France
City Manager

Dated: _____

Dated: _____

ATTEST:
(SEAL)

APPROVED AS TO FORM:

Adria M. Jimenez, MMC
City Clerk

Christopher G. Cardinale
City Attorney

Dated: _____

Dated: _____

EXHIBIT A

The City of Buena Park has partnered with the Savanna School District in their new afterschool program called WINGS an acronym for Wonder, Inspire, Nurture, Grow, Succeed. The WINGS program is designed to inspire passion and creativity in Science, Technology, Engineering, and Math (STEM), Visual and Performing Arts (VAPA), and a wide variety of sports.

This program as part of their Expanded Learning Opportunity Program (ELOP) that provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade.

“Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

The WINGS program helps create an equitable, safe learning environment that provides a safe space after school for the students in our community. The goal of the Savanna School District is that students’ learning will be enhanced with added support after school and their lives will be enriched as they are offered experiences that were previously out of reach.

The program occurs at Holder Elementary School for students enrolled at the school from August 7, 2023 to June 30, 2024 from the end of school each day until 6:00 p.m. The City of Buena Park Community Services Department will provide recreation programs from 2:30-4:30 p.m. each day on school days and additional time for full-day programs planned during non-school days.

Savanna School District is the lead agency in the program on site. The City is a part of the overall program and will provide a varied recreation program comprised of sports, games, crafts, and music conducted both indoors and outdoors. Program staffing includes one (1) Senior Community Services Leader and five (5) Community Service Leader I’s on a 20:1 leader to child ratio.

Additionally, the City may bring in partner agencies such as America on Track, Orange County Health Care Agency, etc. to complement programming.

INVOICE

 **facilitron S&R**

Invoice #: NYH8M6JZJZ8G-2
 Issued on: 11/14/2022 11:13 am

PO Box 1935
 Los Gatos, CA 95031-1935
 Federal Tax ID: 47-1316876

Bill To:

City of Buena Park
 Mark Saucedo

Buena Park, CA 90605

Amount Due - For Events Through 11/27/2022**\$5,315.76****Pay Now**

Upon Receipt

Please review and submit payment by the due date. Further delay could result in your reservation being canceled

BPYT Fall Show

Order Number: NYH8M6JZJZ8G

Fullerton Joint Union High School District
 Buena Park High School

Item Description	Event Date	# of Uses	Total
Daily Totals	11/05/2022 - 11/27/2022	11	\$4,968.00
Service Fee	11/05/2022		\$347.76
		Subtotal	\$5,315.76
		Prior Payments	-\$0.00
		REMAINING DUE FOR EVENTS THROUGH 11/27/2022	\$5,315.76

How To Pay**Pay Online**

For more details and to make a payment by Credit Card, Paypal or eCheck visit:
<https://www.facilitron.com/dashboard/reservation/NYH8M6JZJZ8G>

**Pay By Mail**

When mailing a check, please include Order Number.
 Checks should be made payable to Facilitron.
 Mail your check to Facilitron Inc., PO BOX 1935 Los Gatos, CA 95031-1935

**Questions**

Visit us at <https://www.facilitron.com>, email us at support@facilitron.com or call us at 1-800-272-2962

INVOICE - 2 NYH8M6JZJZ8G

3 Days: 11/05/2022, 11/19/2022, 11/26/2022

Facility Name	Description	Amount
	Custodial Staff, Restroom Use	\$621.00
PAC - Theater	Facility charge	\$0.00
Daily Total		\$621.00

4 Days: 11/14/2022, 11/15/2022, 11/16/2022, 11/20/2022

Facility Name	Description	Amount
	Custodial Staff, Restroom Use	\$310.50
PAC - Theater	Facility charge	\$0.00
Daily Total		\$310.50

2 Days: 11/17/2022, 11/18/2022

Facility Name	Description	Amount
	Custodial Staff, Restroom Use	\$372.60
PAC - Theater	Facility charge	\$0.00
Daily Total		\$372.60

2 Days: 11/06/2022, 11/27/2022

Facility Name	Description	Amount
	Custodial Staff, Restroom Use	\$558.90
PAC - Theater	Facility charge	\$0.00
Daily Total		\$558.90

FACILITY USE PERMIT

Jan 11, 2024

Permit Number:

NYH8M6JZJZ8G

Approved By:

Kerry Woods

Approved Date:

08/25/2022



By using this permit you agree to the terms and conditions of Buena Park High School | Fullerton Joint Union High School District (view at: <https://www.facilitron.com/terms/bphs90621>) and Facilitron, Inc. (view at: <https://www.facilitron.com/terms>).

THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

Permit Holder:	City of Buena Park
Contact Name:	Mark Saucedo
Contact Email:	msauceda@buenapark.com
Contact Phone:	714-562-3867
Event Name:	BPYT Fall Show
Maximum Daily Attendance:	150 (Max Capacity: 255)
Location: View Map	Buena Park High School 8833 Academy Dr Buena Park CA 90621
Activity:	Performance

Reservation Detail

Saturday 11/05/2022**Services/Equipment:**

Custodial Staff Hrs: 10; Qty: 1

Restroom Use Hrs: 10; Qty: 1

10:00AM - 8:00PM PAC - Theater Capacity: 255 (Theater)

Sunday 11/06/2022**Services/Equipment:**

Custodial Staff Hrs: 9; Qty: 1

Restroom Use Hrs: 9; Qty: 1

1:00PM - 10:00PM PAC - Theater Capacity: 255 (Theater)

Monday 11/14/2022**Services/Equipment:**

Custodial Staff Hrs: 5; Qty: 1

Restroom Use Hrs: 5; Qty: 1

5:00PM - 10:00PM PAC - Theater Capacity: 255 (Theater)

Tuesday 11/15/2022**Services/Equipment:**

Custodial Staff Hrs: 5; Qty: 1

Restroom Use Hrs: 5; Qty: 1

5:00PM - 10:00PM PAC - Theater Capacity: 255 (Theater)

Wednesday 11/16/2022**Services/Equipment:**

Custodial Staff Hrs: 5; Qty: 1

Restroom Use Hrs: 5; Qty: 1

5:00PM - 10:00PM PAC - Theater Capacity: 255 (Theater)

Thursday 11/17/2022**Services/Equipment:**

Custodial Staff Hrs: 6; Qty: 1

Restroom Use Hrs: 6; Qty: 1

4:00PM - 10:00PM PAC - Theater Capacity: 255 (Theater)

Friday 11/18/2022**Services/Equipment:**

Custodial Staff Hrs: 6; Qty: 1

Reservation Detail

Friday 11/18/2022

Services/Equipment:

Restroom Use Hrs: 6; Qty: 1

4:00PM - 10:00PM PAC - Theater Capacity: 255 (Theater)

Saturday 11/19/2022

Services/Equipment:

Custodial Staff Hrs: 10; Qty: 1

Restroom Use Hrs: 10; Qty: 1

12:00PM - 10:00PM PAC - Theater Capacity: 255 (Theater)

12:00PM - 6:00PM Cafeteria (General)

Sunday 11/20/2022

Services/Equipment:

Custodial Staff Hrs: 5; Qty: 1

Restroom Use Hrs: 5; Qty: 1

1:00PM - 6:00PM PAC - Theater Capacity: 255 (Theater)

Saturday 11/26/2022

Services/Equipment:

Custodial Staff Hrs: 10; Qty: 1

Restroom Use Hrs: 10; Qty: 1

12:00PM - 10:00PM PAC - Theater Capacity: 255 (Theater)

12:00PM - 6:00PM Cafeteria (General)

Sunday 11/27/2022

Services/Equipment:

Custodial Staff Hrs: 9; Qty: 1

Restroom Use Hrs: 9; Qty: 1

1:00PM - 10:00PM PAC - Theater Capacity: 255 (Theater)



Facilitron, Inc.
PO Box 1935
Los Gatos, CA 95031-1935
Federal Tax ID: 47-1316876

Invoice

		Min. Due	Total Due
DSRSTDCH9ESC Spring Show 06/03/23 - 06/25/23 Approved	Fullerton Joint Union High School District Buena Park High School	\$5,500.99	\$5,500.99
Sub Total:			\$5,500.99
This Payment:			\$5,500.99

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FACILITY USE PERMIT

Jun 01, 2023

Permit Number:
DSRSTDCH9ESC

Approved By:
Kerry Woods

Approved Date:
03/06/2023



By using this permit you agree to the terms and conditions of Buena Park High School | Fullerton Joint Union High School District (view at <https://www.facilitron.com/terms/bphs90621>) and Facilitron, Inc. (view at: <https://www.facilitron.com/terms>).

THIS PERMIT AUTHORIZES USE OF FACILITIES AS FOLLOWS

Permit Holder:	City of Buena Park
Contact Name:	Mark Saucedo
Contact Email:	msauceda@buenapark.com
Contact Phone:	714-562-3867
Event Name:	Spring Show
Maximum Daily Attendance:	120 (Max Capacity: 215)
Location: View Map	Buena Park High School 8833 Academy Dr Buena Park CA 90621
Activity:	Performance

You can always log into your Facilitron account and access your Dashboard to view details of this booking, request changes, make payments and respond to any messages.

www.facilitron.com | 800-272-2962

PERMIT #DSRSTDCH9ESC

Saturday 06/03/2023

Services:

Equipment:

Custodial Staff Hrs: 8; Qty: 1

HVAC Hrs: 8; Qty: 1

10:00AM - 6:00PM PAC - Theater |

Capacity: 215

(Theater)

Saturday 06/10/2023

Services:

Equipment:

Custodial Staff Hrs: 6; Qty: 1

HVAC Hrs: 6; Qty: 1

Restroom Use Hrs: 6; Qty: 1

10:00AM - 4:00PM PAC - Theater |

Capacity: 215

(Theater)

Sunday 06/11/2023

Services:

Equipment:

Custodial Staff Hrs: 8; Qty: 1

HVAC Hrs: 8; Qty: 1

Restroom Use Hrs: 8; Qty: 1

1:00PM - 9:00PM PAC - Theater |

Capacity: 215

(Theater)

Monday 06/12/2023

Services:

Equipment:

Custodial Staff Hrs: 4.5; Qty: 1

HVAC Hrs: 4.5; Qty: 1

Restroom Use Hrs: 4.5; Qty: 1

5:00PM - 10:00PM PAC - Theater |

Capacity: 215

(Theater)

Tuesday 06/13/2023

Services:

Equipment:

Custodial Staff Hrs: 4.5; Qty: 1

HVAC Hrs: 4.5; Qty: 1

Restroom Use Hrs: 4.5; Qty: 1

You can always log into your Facilitron account and access your Dashboard to view details of this booking, request changes, make payments and respond to any messages.

www.facilitron.com | 800-272-2982

PERMIT #DSRSTDCH9ESC

5:00PM - 10:00PM PAC - Theater |
Capacity: 215
(Theater)

Wednesday 06/14/2023

Services:

Equipment:

Custodial Staff Hrs: 4.5; Qty: 1

HVAC Hrs: 4.5; Qty: 1

Restroom Use Hrs: 4.5; Qty: 1

5:00PM - 10:00PM PAC - Theater |
Capacity: 215
(Theater)

Thursday 06/15/2023

Services:

Equipment:

Custodial Staff Hrs: 4.5; Qty: 1

HVAC Hrs: 4.5; Qty: 1

Restroom Use Hrs: 4.5; Qty: 1

5:00PM - 10:00PM PAC - Theater |
Capacity: 215
(Theater)

Friday 06/16/2023

Services:

Equipment:

Custodial Staff Hrs: 4.5; Qty: 1

HVAC Hrs: 4.5; Qty: 1

Restroom Use Hrs: 4.5; Qty: 1

5:00PM - 10:00PM PAC - Theater |
Capacity: 215
(Theater)

Saturday 06/17/2023

Services:

Equipment:

Custodial Staff Hrs: 9.5; Qty: 1

HVAC Hrs: 9.5; Qty: 1

Restroom Use Hrs: 9.5; Qty: 1

12:30PM - 10:00PM PAC - Theater |
Capacity: 215
(Theater)

12:30PM - 10:00PM Cafeteria
(General)

You can always log into your Facitron account and access your Dashboard to view details of this booking, request changes, make payments and respond to any messages.

PERMIT #DSRSTDCH9ESC

Sunday 06/18/2023

Services:

Equipment:

Custodial Staff Hrs: 4.5; Qty: 1

HVAC Hrs: 4.5; Qty: 1

Restroom Use Hrs: 4.5; Qty: 1

1:00PM - 5:30PM PAC - Theater |
Capacity: 215
(Theater)

Friday 06/23/2023

Services:

Equipment:

Custodial Staff Hrs: 4.5; Qty: 1

HVAC Hrs: 4.5; Qty: 1

Restroom Use Hrs: 4.5; Qty: 1

5:00PM - 10:00PM PAC - Theater |
Capacity: 215
(Theater)

Saturday 06/24/2023

Services:

Equipment:

Custodial Staff Hrs: 9.5; Qty: 1

HVAC Hrs: 9.5; Qty: 1

Restroom Use Hrs: 5; Qty: 1

12:30PM - 10:00PM PAC - Theater |
Capacity: 215
(Theater)

12:30PM - 10:00PM Cafeteria
(General)

Sunday 06/25/2023

Services:

Equipment:

Custodial Staff Hrs: 6; Qty: 1

HVAC Hrs: 6; Qty: 1

Restroom Use Hrs: 6; Qty: 1

1:00PM - 7:00PM PAC - Theater |
Capacity: 215
(Theater)

You can always log into your Facilitron account and access your Dashboard to view details of this booking, request changes, make payments and respond to any messages.

www.facilitron.com | 800-272-2882

INVOICE



Invoice #: DCKCDBGXUSHA-1
 Issued on: 01/13/2023 11:11 am

PO Box 1935
 Los Gatos, CA 95031-1935
 Federal Tax ID: 47-1316876

Bill To:

City of Buena Park
 Michelle Van Sickle
 6688 Beach Blvd
 Buena Park, CA 90621

Amount Due - For Events Through 04/21/2023**\$1,181.02****Pay Now**

Upon Receipt

Please review and submit payment by the due date. Further delay could result in your reservation being canceled

All City/Schools Track and Field MeetOrder Number: [DCKCDBGXUSHA](#)

Fullerton Joint Union High School District
 Buena Park High School

Item Description	Event Date	# of Uses	Total
Daily Totals	04/21/2023	1	\$1,103.76
Service Fee	04/21/2023		\$77.26
Subtotal			\$1,181.02
Prior Payments			-\$0.00
REMAINING DUE FOR EVENTS THROUGH 04/21/2023			\$1,181.02

How To Pay**Pay Online**

For more details and to make a payment by Credit Card, Paypal or eCheck visit:
<https://www.facilitron.com/dashboard/reservation/DCKCDBGXUSHA>

**Pay By Mail**

When mailing a check, please include Order Number.
 Checks should be made payable to Facilitron.
 Mail your check to Facilitron Inc., PO BOX 1935 Los Gatos, CA 95031-1935

**Questions**

Visit us at <https://www.facilitron.com>, email us at support@facilitron.com or call us at 1-800-272-2962

INVOICE - 1 DCKCDBGXUSHA

04/21/2023

Facility Name	Description	Amount
	Custodial Staff, Restroom Use, Sound Engineer, Field Lights	\$1,103.76
Field - Football Stadium	Facility charge	\$0.00
Daily Total		\$1,103.76

CITY OF BUENA PARK FEE SCHEDULE

DEPARTMENT COMMUNITY SERVICES

Description	Fee	Notes
c. Sports Camps		
1) 1-week camp, five days per week	\$74	Per Session (5 classes x 4 hrs ea)
2) 1-week camp, five days per week	\$37	Per Session (5 classes x 2 hrs ea)
d. Adult Basketball - 5 on 5		
1) 10-week season	\$370	Per team + \$30 officials fee paid at game
2) 5-week season	\$185	Per team + \$30 officials fee paid at game
e. Adult Basketball - 3 on 3		
1) 8-week season	\$210	Per team (no officials)
2) 4-week season	\$105	Per team (no officials)
f. Adult Volleyball		
1) 10-week season	\$315	Per team + \$15 officials fee paid at game
2) 5-week season	\$160	Per team + \$15 officials fee paid at game
g. Rentals		
1) Full court		
(a) City-Assisted	\$21	Per hour
(b) Non-Profit	\$32	Per hour
(c) Private	\$42	Per hour
(d) Commercial	\$79	Per hour
(e) Staff Fee	\$20	Per hour
2) Half court		
(a) City-Assisted	\$11	Per Hour
(b) Non-Profit	\$21	Per Hour
(c) Private	\$27	Per Hour
(d) Commercial	\$42	Per Hour
(e) Staff Fee	\$20	Per Hour

DISCUSS AND PROVIDE DIRECTION ON THE EXPANSION OF THE STREET LIGHT BANNER PROGRAM FOR COLLEGE-BOUND HIGH SCHOOL GRADUATES TO INCLUDE ANAHEIM UNION HIGH SCHOOL DISTRICT

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	STUDY SESSION Item: 9C
Presented By	Prepared By
Mark Saucedo, Community Services Supervisor	Jim Box, Director of Community Services
Approved By	
Aaron France, City Manager	

DISCUSSION

At the City Council meeting of September 26, 2023, Council Members Traut and Brown calendared the expansion of the high school street light banner program to consider including the Anaheim Union High School District (AUHSD). The proposed expansion will be an addition to the current partnership between the City and Buena Park High School (BPHS).

The current program was initiated in 2017 and annually posts banners to honor the top 25 graduates of BPHS on street light poles in various locations on Orangethorpe Avenue, Academy Drive, and Beach Boulevard. These banners feature the name and photograph of the high school graduate along with the college/university they will attend in the fall. The program is designed to encourage secondary education and showcase student achievement in the community. The total cost of the existing program is approximately \$4,200 annually, which is shared by the City and BPHS (\$2,100 each).

At the request of Council Members Brown and Traut, staff has been exploring the expansion of the high school light pole banner program. This expansion would continue the tradition of partnering with BPHS and include students from AUHSD. The proposed expansion would include 25 graduates from AUHSD who reside in the City of Buena Park and attend one of the following high schools: Cypress, John F. Kennedy, Oxford Academy, Savanna, and Western. The top 5 Buena Park residents who graduate from each of the high schools listed above would be featured on a banner placed on street light poles in the vicinity of the corresponding school but within Buena Park City limits. AUHSD has indicated that they are interested in this program along with sharing the cost.

Currently, the 25 banners are installed by the Public Works Department each spring prior to graduation. An additional 25 banners would require the Streets Division to spend a significant part of their week each spring on banner installation, in addition to removal later in late summer. The banners have traditionally been presented to the students, or their parents, as a keepsake during the Buena Park Goes to College event in October. Prior to presenting the banners to the students or their families, the banners are removed, cleaned, and stored. An additional 25 banners would again require more time and effort from the Streets Division to install, remove, and clean the banners similarly to how the program is administered today.

The expansion of the high school street light banner program to include students from BPHS and AUHSD would bring the total number of graduate banners to 50 banners. Staff is seeking City Council direction to expand the program to include AUHSD. The program is currently funded by the State of the City (11-2298) and Buena Park Goes to College (11-2294) accounts. An additional budget allocation of \$8,000 (50% paid by AUHSD) will be requested for the initial expansion of this program which will include banners and hardware. Costs in subsequent years for the entire program will be approximately

\$8,400, with 50% being paid by the districts. The City will request matching funds from partnering educational institutions and will seek donations for the additional funds needed.

DISCUSS AND PROVIDE DIRECTION REGARDING PARTICIPATION IN THE ORANGE COUNTY RECYCLING MARKET DEVELOPMENT ZONE (RMDZ) PROGRAM

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	STUDY SESSION Item: 9D
Presented By	Prepared By
Matt Foulkes, Director of Community and Economic Development	Matt Foulkes, Director of Community and Economic Development
Approved By	
Aaron France, City Manager	

DISCUSSION

At the City Council meeting of September 12, 2023, Council Member Castañeda requested an item to discuss and provide direction regarding the City's participation in the Orange County Recycling Market Development Zone (OC-RMDZ). The RMDZ program, offered through CalRecycle, combines recycling with economic development to offer specialized resources and incentives to new and existing businesses within an RMDZ to reduce the amount of waste diverted to landfills. Businesses located within a RMDZ can take advantage of low-interest loans, technical assistance, and free product marketing to businesses that use materials from the waste stream to manufacture their products and are located in an RMDZ. The City of Fullerton, along with the cities of Orange, Garden Grove, Huntington Beach, Stanton, Lake Forest, Santa Ana, and the County of Orange, have joined together to create the Orange County RMDZ. Collectively, these cities and the unincorporated areas of Orange County comprise of 112.67 square miles with a population of 1,007,538. The City of Fullerton serves as the Zone Administrator. Statewide, RMDZ zones cover roughly 88,000 square miles of California from the Oregon border to San Diego. Recycling employs over 85,000 Californians, generates almost \$4 billion in taxable income, \$5 billion in taxable sales, and more than \$10 billion in new products and services. The use of recycled materials reduces operating costs by replacing higher cost 'first-use' materials with recycled or scrap material for various production processes. As waste disposal costs continue to rise, the City's participation in the OC-RMDZ could make Buena Park a more desirable place to locate or expand their industrial business.

The City's participation in the OC-RMDZ would provide Buena Park businesses with the following assistance and economic incentives:

- Low Interest Loans and Financing - A CalRecycle RMDZ loan can finance up to 75% of a project, up to \$2 million per loan. Loan terms are up to 15 years and the low-interest rates are from fixed-rate State funds.
- Permit Assistance - State and local public agencies can guide businesses through both the local and State permitting and regulatory processes.
- Location Assistance - Businesses seeking to locate or expand in this region can be directed to industrially zoned property and other sites throughout the zone. Cities within the OC-RMDZ can create free business site selection tools to help businesses find the optimal business locations.
- Feedstock Sourcing/Marketing Assistance - Businesses in need of raw materials feedstock or seeking an outlet for their residual materials are provided with sourcing or marketing assistance. The OC-RMDZ also promotes and offers the services of the Commodity Marketplace. The Marketplace allows businesses within the zone the ability to connect with others who may want to trade or sell their commodities.
- Other Benefits - Businesses within a RMDZ are given access to Business Plan assistance, industry cluster networks, business incubation hubs, financing assistance, and promotional outlets. The cities of Fullerton and Huntington Beach

also offer Sustainable Business Certification Programs that provides technical support and match utility incentives.

In addition to the above incentives, participating RMDZ cities can also offer the following assistance for its businesses utilizing recycled materials in its production processes:

- Relaxed/reduced building codes and zoning requirements;
- Streamlined permit review processes;
- Reduced building/zoning fees

It is important to note that RMDZ incentives provided through CalRecycle are only available to businesses within one of the RMDZ zones throughout the state.

The process to expand the OC-RMDZ to include Buena Park is governed by the Public Resources Code (Section 17914). To join the OC-RMDZ, City staff will need to work with the Zone Administrator (City of Fullerton) to provide a number of documents including a statement of justification for the expansion, marketing plans, summary of financial incentives, General Plan/Zoning maps, and CEQA compliance. A resolution from the City Council formally requesting to expand the OC-RMDZ will also be required as part of the zone expansion request process.

DISCUSS AND PROVIDE DIRECTION ON A CITY COUNCIL MEMBER APPOINTMENT AS THE REPRESENTATIVE ON THE BRIDGES AT KRAEMER PLACE COMMUNITY ADVISORY BOARD (consider COMMUNITY ADVISORY BOARD)

Meeting	Agenda Group
Tuesday, January 23, 2024, 5:00 PM	STUDY SESSION Item: 9E
Presented By	Prepared By
Adria Jimenez, MMC, Director of Government and Community Relations/City Clerk	Adria Jimenez, City Clerk
Approved By	
Aaron France, City Manager	

DISCUSSION

Since 2018, the City has been a member of the Bridges at Kraemer Place Community Advisory Board (Board). The purpose of the Board is to act in an advisory capacity to the emergency shelter operations of Bridges at Kraemer Place located in Anaheim. The Board reviews the operations at the facility and provides a report to the OC Board of Supervisors biannually, amongst other functions.

In 2018, the City was advised that the Mayors of each North County Service Planning Area (NSPA) City was the automatic advisory board member. This information was reconfirmed in 2020 with the County, and Buena Park has been automatically assigning this board seat to the Mayor. Recently, the City Clerk was contacted by OC staff advising that the By-laws (Att. 1) require an appointment of a City Council Member to the Board by City Council minute action or resolution.

The first meeting is Wednesday, January 24 at 9:00 a.m., at Villa Park City Hall - Council Chambers. The Board meeting calendar is attached for City Council's information. (Att. 2)

Staff is requesting the City Council select one Council Member to serve as the City's representative on the Board.

Attachments

Resolution No. 18-011 (Bylaws).pdf

BCAB Calendar 2024.pdf

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

February 6, 2018

WHEREAS, the November 15, 2015 Management, Operations and Public Safety Plan was created as a best practice model for operation of a Year Round Emergency Shelter Program and Multi-Service Center; and,

WHEREAS, the concept of a Community Advisory Board is outlined in the Management, Operations and Public Safety Plan to promote open communication between community stakeholders concerning the operation of the shelter programs and multi-service centers; and,


WHEREAS, the Bridges at Kraemer Place Community Advisory Board is to be specifically established, and operated by the OPERATOR of the shelter under the Board approved Shelter Operator Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT THIS BOARD DOES HEREBY:

1. Approve creation of the Bridges at Kraemer Place Community Advisory Board effective February 6, 2018.
2. Adopt the Bridges at Kraemer Place Community Advisory Board Bylaws attached to this resolution effective upon the establishment and formation of the Community Advisory Board.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on February 06, 2018, to wit:

AYES:	Supervisors:	TODD SPITZER, MICHELLE STEEL, SHAWN NELSON LISA A. BARTLETT, ANDREW DO
NOES:	Supervisor(s):	
EXCUSED:	Supervisor(s):	
ABSTAINED:	Supervisor(s):	




CHAIRMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors

IN WITNESS WHEREOF, I have hereto set my hand and seal.





ROBIN STIELER
Clerk of the Board
County of Orange, State of California

Resolution No: 18-011
Agenda Date: 02/06/2018
Item No: 15



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors, Orange County, State of California

Robin Stieler, Clerk of the Board of Supervisors

By _____
Deputy

Bridges at Kraemer Place Community Advisory Board Bylaws

ARTICLE I: NAME, PURPOSE AND FUNCTIONS

- A. The name of this organization shall be the Bridges at Kraemer Place Community Advisory Board, hereinafter referred to as "CAB." It is established pursuant to Resolution # 18-011 approved by the Board of Supervisors.
- B. The purpose of the CAB is to:
 - 1. Act as an advisory body to the shelter operator, having no independent authority to act on matters such as legislation or lobbying.
 - 2. Provide review of the operations of the Year Round Emergency Shelter Bridges at Kraemer Place as provided for in the Board of Supervisors approved Scope of Services in the Shelter Operator Agreement, but having no authority to make contractual or financial decisions concerning the operation of the Year Round Emergency Shelter at Kraemer Place.
- C. The functions of the CAB are as follows:
 - 1. Provide review of the operations of the Bridges at Kraemer Place Year Round Emergency Shelter Program and Multi-Service Center and provide report to the Orange County Board of Supervisors biannually.
 - 2. Enhance community relations
 - 3. Receive and address information of any strengths and concerns from the neighborhood, local businesses, city and county entities, service provider partners and shelter clients about the operation of Bridges at Kraemer Place Year Round Emergency Shelter Program and Multi-Service Center, and communicate that information to the County
- D. In the performance of its responsibilities, the CAB shall not engage nor employ any discriminatory practices in the provision of services or benefits, assignment of accommodations, treatment, employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable County, State or Federal laws, regulations or ordinances.

ARTICLE II: APPOINTMENT AND MEMBERSHIP

- A. Membership of the CAB is to be composed of nineteen (19) voting seats.
- B. The membership of the Community Advisory Board shall be comprised of the following categories of community stakeholders:

Community Advisory Board

- One (1) representative appointed by the Orange County Board of Supervisors
- Thirteen (13) representatives appointed by the local City Councils of the North County Service Planning Area (SPA). Appointments shall represent each of the currently existing cities in the SPA
- One (1) representative appointed by the local Chief of Police
- One (1) representative appointed by the local Neighborhood Association
- One (1) representative appointed from the local business association or Chamber of Commerce
- One (1) representative appointed by the local school district
- One (1) representative appointed by the Commission to End Homelessness

ARTICLE III: TERMS OF MEMBERSHIP

The categories listed above are intended to run with the Advisory Board so long as it is operational. The representatives serve at the will of the entity that appoints them until or unless they are replaced by the appointing entity.

ARTICLE IV: STAFFING SUPPORT

Staff support from Orange County Clerk of the Board shall be provided to support the CAB in conjunction with assigned shelter operator staff and will be responsible to facilitate Brown Act requirements.

ARTICLE V: OFFICERS

CAB officers shall consist of:

1. Chairperson

- (a) The Chairperson shall be the appointed by the members of the CAB. The duties of the Chairperson shall be to preside at meetings, decide points of order, announce all business, entertain motions, put motions to vote and announce vote results.
- (b) The Chairperson may call special meetings of the CAB.
- (c) The Chairperson or his or her designee may represent the CAB at public functions

2. Vice-Chairperson

- (a) The Vice-Chairperson shall perform the duties of the Chairperson in his or her absence.
- (b) If the Chair becomes vacant, the Vice-Chairperson shall succeed to the Chair until the CAB members have appointed its replacement for the Chair.

Community Advisory Board

ARTICLE VI: REMOVAL OF MEMBERS AND MEETING ATTENDANCE

1. Removal for Cause - Cause shall be defined as the member is unable effectively to represent the categorical seat to which he/she is appointed due to change of employment or status or, other reasons that substantially alters the member's qualifications which were present and considered in making the initial appointment or interfere with the individual's ability to properly function as a member of the CAB.
2. Removal for Absenteeism - Members may be removed from membership of the CAB if the member is absent from more than three (3) consecutive regular CAB meetings.
3. Removal of a member for cause or absenteeism shall require a majority vote of the CAB, a quorum being present.
 - (a) Upon removal, the shelter operator or designated staff will notify OC Community Resources within 30 days. The appointing organization will then appoint a new representative.
4. Resignation of CAB members shall be effected by a written letter of resignation submitted to the shelter operator.

ARTICLE VII: AD HOC COMMITTEES

Ad Hoc Committees may be established in coordination with OC Community Resources to support the goals of the CAB.

ARTICLE VIII: MEETINGS AND ACTIONS

The CAB shall meet no less than bi-annually (two times per year). The initial meeting shall take place once the bylaws have been approved by the BOS. As a matter of public business during the first meeting, the CAB shall set its meeting schedule. All meeting agendas shall be posted and distributed no less than 72 hours prior to the meeting.

- A. The CAB shall, at its first meeting of each year, adopt a schedule of regular meetings and transmit that schedule in writing to members, the County, and the public at large.
- B. All CAB meetings shall be open, public and noticed in conformance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq., as amended and held at a location within Orange County, California that satisfies the access requirements of the Americans with Disabilities Act.
- C. Special meetings of the CAB may be called either by the shelter operator, the County or at the request of a majority of CAB members.
 1. Notice of special meetings shall be delivered to members personally, by mail or electronically, and must be received no later than twenty-four hours in advance of the meeting.
 2. Said notice must state the business to be considered and whether alternative technological means may be used such as telephone or video conferencing, as

Community Advisory Board

technological resource availability permits and as permissible by the Ralph M. Brown Act.

D. Quorum and voting requirements for meetings are as follows:

1. Quorum: A quorum shall consist of the majority of the currently appointed/seated members of the CAB.
2. Conflict of Interest – Members of the CAB shall abstain from voting on any issue in which they may be personally interested to avoid a conflict of interest in accordance with County, State and Federal laws, regulations and ordinances and shall refrain from engaging in any behavior that conflicts with the best interest of County.
 - (a) Members of the CAB shall not vote nor attempt to influence any other CAB member on a matter under consideration by the CAB as follows:
 - (1) Regarding the provision of services by such member (or by an entity that such member represents); or
 - (2) By providing direct financial benefit to such member or the immediate family of such member; or
 - (3) Engaging in any other activity determined by County, State or Federal law, regulations and ordinances to constitute a conflict of interest.
 - (b) If a question arises as to whether a conflict exists that may prevent a member from voting, the operator or designee may consult with designated County Staff to assist them in making that determination.
 - (c) Neither CAB nor any of its members shall promote, directly or indirectly, any political party, political candidate or political activity using the name, emblem or any other identifier of CAB or County.
 - (d) No assets or assistance provided by County to the CAB shall be used for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

ARTICLE V: AUTHORITY

- A. Authority of the CAB is enacted by the County of Orange Board of Supervisors through the Shelter Operator and Agreement and authorizing Resolution # 18-011

ARTICLE VI: ADOPTION AND AMENDMENT OF BYLAWS

- A. Adoption – Affirmative vote of at least fifty percent + 1 of active members, a quorum being present, shall be required to propose changes to these Bylaws.
- B. Amendments
1. Any member of the CAB may propose amendments to these Bylaws.

Community Advisory Board

2. Proposed amendments shall be submitted in writing and made available to each member of the CAB no less than five (5) days prior to consideration before a vote can be taken.

B. Bylaws and any amendments to the Bylaws must be approved by the Board of Supervisors.

ARTICLE XII: ESTABLISHMENT AND ADOPTION OF OPERATING PROCEDURES

The CAB will establish and adopt operating procedures pertaining to the routine business of the Commission (i.e. meeting dates, order of business, etc.)

ARTICLE XIII: SEVERABILITY

Should any part, term, portion or provision of these Bylaws be determined to be in conflict with any law, regulation or ordinance or otherwise unenforceable or ineffectual, the remaining parts, terms, portions or provisions shall be deemed severable and their validity shall not be affected thereby provided such remaining portions or provisions can be construed in substance to constitute the provisions that the members intended to enact in the first instance.

BRIDGES AT KRAEMER PLACE COMMUNITY ADVISORY BOARD

2024

Meetings begin at 9:00 A.M.



Regular Meeting



County Holiday

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
Su	Mo	Tu	We	Th	Fr	Sa
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
Su	Mo	Tu	We	Th	Fr	Sa
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28	29	30				

May						
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26	27	28	29	30	31	

June						
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30						

July						
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28	29	30	31			

August						
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25	26	27	28	29	30	31

September						
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29	30					

October						
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27	28	29	30	31		

November						
Su	Mo	Tu	We	Th	Fr	Sa
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24	25	26	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
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29	30	31				