

Tuesday, April 9, 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/86567121550?pwd=ao83oEAQG2CRdWOifqH9TUm2OaQB2J.1>  
MEETING ID: 865 6712 1550      PASSCODE: 279078

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](mailto: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/86567121550?pwd=ao83oEAQG2CRdWOifqH9TUm2OaQB2J.1>  
MEETING ID: 865 6712 1550      PASSCODE: 279078

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](http://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

— Swati Meshram, Planning Manager

1E. CITY MANAGER REPORT

— Aaron France, City Manager

## 2: PRESENTATIONS

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2A. PROCLAMATION RECOGNIZING APRIL 2024 AS FAIR HOUSING MONTH

— Presented to Christina Prado, Outreach Coordinator, Fair Housing Foundation

2B. PROCLAMATION RECOGNIZING APRIL 7-13, 2024, AS NATIONAL LIBRARY WEEK

— Presented to Ann Duarte, Interim Library Services Supervisor, Ruth Cho, Children's Librarian, and Brenda Gomez, Outreach Coordinator, Buena Park Library District

2C. PROCLAMATION RECOGNIZING APRIL 2024 AS DONATE LIFE MONTH

— Presented to Mona Castro, Ambassador, OneLegacy

2D. REGIONAL CENTER OF ORANGE COUNTY (RCOC) PRESENTATION

— Presented by Arturo Cazares, MPA, Director of Community Services, and Jennifer Montanez, Director of Case Management, Regional Center of Orange County

2E. PROCLAMATION RECOGNIZING APRIL 2024 AS AUTISM ACCEPTANCE MONTH

— Presented to Arturo Cazares, MPA, Director of Community Services, and Jennifer Montanez, Director of Case Management, Regional Center of Orange County

## 3: ORAL COMMUNICATIONS

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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

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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 March 26, 2024.

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

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

4C. PROCLAMATION RECOGNIZING APRIL 2024 AS FAIR HOUSING MONTH

— Recommended Action: Approve Proclamation.

4D. PROCLAMATION RECOGNIZING APRIL 7-13, 2024, AS NATIONAL LIBRARY WEEK

— Recommended Action: Approve Proclamation.

4E. PROCLAMATION RECOGNIZING APRIL 2024 AS AUTISM ACCEPTANCE MONTH

— Recommended Action: Approve Proclamation.

4F. PROCLAMATION RECOGNIZING APRIL 2024 AS DONATE LIFE MONTH

— Recommended Action: Approve Proclamation.

4G. AGREEMENT WITH THE CITY OF FULLERTON FOR THE WATER MAIN INTERCONNECT (MAGNOLIA AVENUE) PROJECT

— Recommended Action: 1) Approve a water main interconnect agreement with the City of Fullerton; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

4H. FINAL PAYMENT FOR THE DEMOLITION OF SEVERAL CITY-OWNED PROPERTIES ALONG BEACH BOULEVARD

— Recommended Action: 1) Accept project as complete and approve final payment to Tim Greenleaf Engineering, Inc. in the amount of \$113,463.73; and, 2) Authorize the Public Works Department to file a Notice of Completion.

4I. RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP TIER 1 GRANT PROGRAM, UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CATCH BASIN CPS-MOD AND ARS-CL SCREEN PROJECT

— Recommended Action: 1) Adopt a Resolution authorizing an application for funds for the Environmental Cleanup, Tier 1 Grant Program under Orange County Local Transportation Ordinance No. 3 for the Catch Basin CPS-Mod and ARS-CL Screen Project.

4J. BUENA PARK GENERAL PLAN ANNUAL REPORT TO THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)

Consideration of the 2023 General Plan Annual Report required by the State Department of Housing and Community Development.

— Recommended Action: 1) Adopt the 2023 General Plan Annual Progress Report (APR); 2) Authorize the Community and Economic Development Department to transmit the report to the State Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) as required by state law; and, 3) Authorize the Community and Economic Development Department to make any changes to the report in response to comments received from HCD or OPR.

4K. PURCHASE AND INSTALLATION OF CAMERAS, REPLACEMENT, AND UPGRADE OF THE BUENA PARK POLICE FACILITY CCTV CAMERA SYSTEM

— Recommended Action: 1) Approve a Professional Services Agreement with Specialized Installations for the purchase and installation of a new video surveillance system for the Buena Park Police Department Facility; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement and any documents necessary for the purchase of the hardware; and, 4) Dispense with formal bidding pursuant to Section 3.28.080 (H) of the Buena Park Municipal Code, based on a finding that dispensing with formal bidding for replacement and upgrades to the Buena Park Police Department's camera system is in the best interest of the City because it will allow the City to procure services and equipment that is compatible with existing infrastructure and needs.

## 5: NEW BUSINESS

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5A. RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH HARDY & HARPER, INC. FOR THE CABALLERO BOULEVARD PAVEMENT REHABILITATION PROJECT

— Recommended Action: 1) Adopt a resolution approving the plans and specifications for the Caballero Boulevard Pavement Rehabilitation Project; 2) Award a contract to Hardy & Harper, Inc. in the amount of \$659,000; 3) Authorize contingency funds in the amount of \$76,000; 4) Authorize construction engineering funds in the amount of \$65,000; 5) Authorize a purchase order for The Solis Group in the amount of \$5,380 for the Community Workforce Administration (CWA); 6) Authorize contingency funds in the amount of \$1,345 for the Community Workforce Administration (CWA); 7) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 8) Authorize the City Manager and City Clerk to execute the contract.

5B. PROFESSIONAL SERVICES AGREEMENT WITH WESTERN AUDIO VISUAL SERVICES (WAVS) FOR UPGRADES TO THE POLICE DEPARTMENT TRAINING ROOM/EMERGENCY OPERATIONS CENTER (EOC) AUDIO/VISUAL SYSTEM

— Recommended Action: 1) Approve a Professional Services Agreement with Western Audio Visual for upgrades to the audio/visual (A/V) system in the Police Department Training Room/Emergency Operations Center (EOC); 2) Authorize the City Manager and City Attorney to make any necessary non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; 4) Approve a budget amendment in the amount of \$122,093.35 from the General Fund revenues for this purpose; and, 5) Determine that dispensing with competitive bidding pursuant to Buena Park Municipal Code 3.28.080 (H) is in the best interest of the City.

## **6: PUBLIC HEARING**

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Public Hearings are held at 6:00 PM

6A. ADOPT AN ORDINANCE APPROVING TEXT AMENDMENT TO TITLE 19 ZONING OF THE BUENA PARK MUNICIPAL CODE TO CHANGE THE FENCE SETBACKS IN COMMERCIAL AND INDUSTRIAL ZONES

— Recommended Action: 1) Adopt an Ordinance approving Text Amendment No. C-24-3 and find that the proposed Zoning Code Text Amendment is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) and Section 15303(e) based on the facts and findings provided herein.

## **7: COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS**

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

## **8: RECESS**

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8A. RECESS

## **9: STUDY SESSION**

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9A. DISCUSS AND PROVIDE DIRECTION REGARDING THE SECURITY UPGRADES FOR THE WHITAKER-JAYNES ESTATE & BACON HOUSE

9B. DISCUSS AND PROVIDE DIRECTION REGARDING NORTH SERVICE PLANNING AREA (NSPA) FUNDING OPTIONS

9C. DISCUSS AND PROVIDE DIRECTION REGARDING THE CITY COUNCIL MEETING CALENDAR

## **10: CITY MANAGER REPORT**

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10A. CITY MANAGER REPORT

## **11: COMMISSION & COMMITTEE UPDATES**

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11A. COMMISSION & COMMITTEE UPDATES

## **12: ADJOURNMENT**

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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](http://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](http://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.

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

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

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

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

*Date Posted: April 4, 2024*

**APPROVAL OF MINUTES**

Meeting	Agenda Group
Tuesday, April 9, 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**

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Approve the Minutes of the Special and Regular City Council Meetings of March 26, 2024.

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**Attachments**

Minutes to be provided.pdf

MINUTES OF CITY COUNCIL MEETING  
OF THE CITY OF BUENA PARK

Special and Regular City Council Meetings of March 26, 2024.

(TO BE PROVIDED)

**RESOLUTIONS APPROVING CLAIMS AND DEMANDS**

Meeting	Agenda Group
Tuesday, April 9, 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**

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Adopt Resolutions approving the Claims and Demands.

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**Attachments**

Claims 423994-424194 reso.pdf

Claims 423994-424194 att1of2 resolist.pdf

Claims 423994-424194 att2of2 voids.pdf

Claims PR032224 reso.pdf

Claims PR032224 att1of1 resolist.pdf

RESOLUTION NO \_\_\_\_\_,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$1,615,786.63 DEMAND NOS., 423994 THROUGH 424194 CANCELLED NOS 420930, 423281, AND 423950 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.423994 through 424194 the sum of \$1,615,786.63 set forth on the 15-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. \_\_\_\_\_  
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

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City Clerk

SUNGARD PUBLIC SECTOR  
DATE: 03/28/2024  
TIME: 11:17:49

CITY OF BUENA PARK  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: transact.trans\_date between '20240314 00:00:00.000' and '20240328 00:00:00.000'  
ACCOUNTING PERIOD: 9/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	420930 V	08/30/23	10012237	DAVID SOGARD	11	REF/E23-0237/6662 NAO	0.00	-100.00
1011	423281 V	01/31/24	00005362	DAVE FLANAGAN	650303	SEC.CAMERA/JAN-MAR24	0.00	-15,000.00
1011	423950 V	03/13/24	10006419	MARTIN TOMSICK	650208	LESS LETHAL 4/1-2/24	0.00	-256.00
1011	423994	03/28/24	10003451	A T & T	650302	25082912039566 MAR24	0.00	86.02
1011	423995	03/28/24	10003451	A T & T	650302	25082759691016 MAR24	0.00	86.02
1011	423997	03/28/24	10003794	A T & T	170670	9391026051 MAR-24	0.00	806.51
1011	423997	03/28/24	10003794	A T & T	170670	9391026100 MAR-24	0.00	57.15
1011	423997	03/28/24	10003794	A T & T	170670	9391036465 MAR-24	0.00	452.22
1011	423997	03/28/24	10003794	A T & T	650302	9391026064 FEB-24	0.00	112.73
1011	423997	03/28/24	10003794	A T & T	650302	9391026059 FEB-24	0.00	140.54
1011	423997	03/28/24	10003794	A T & T	650302	9391026074 FEB-24	0.00	184.34
1011	423997	03/28/24	10003794	A T & T	650302	9391026092 FEB-24	0.00	196.27
1011	423997	03/28/24	10003794	A T & T	650302	9391050226 FEB-24	0.00	254.32
1011	423997	03/28/24	10003794	A T & T	650302	9391063673 FEB-24	0.00	1,216.40
1011	423997	03/28/24	10003794	A T & T	860810	9391026053 MAR-24	0.00	29.35
1011	423997	03/28/24	10003794	A T & T	170670	9391026107 MAR-24	0.00	29.35
1011	423997	03/28/24	10003794	A T & T	170670	9391026113 MAR-24	0.00	29.35
1011	423997	03/28/24	10003794	A T & T	126143	9391026115 MAR-24	0.00	29.35
1011	423997	03/28/24	10003794	A T & T	650302	9391026054 FEB-24	0.00	29.35
1011	423997	03/28/24	10003794	A T & T	650302	9391026066 FEB-24	0.00	29.35
1011	423997	03/28/24	10003794	A T & T	650302	9391026065 FEB-24	0.00	29.35
1011	423997	03/28/24	10003794	A T & T	650302	9391026095 FEB-24	0.00	29.35
1011	423997	03/28/24	10003794	A T & T	650302	9391026099 FEB-24	0.00	29.35
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1011	423997	03/28/24	10003794	A T & T	170670	9391026112 MAR-24	0.00	29.35
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1011	423997	03/28/24	10003794	A T & T	170670	9391050380 MAR-24	0.00	29.35
1011	423997	03/28/24	10003794	A T & T	170670	9391026052 FEB-24	0.00	29.35
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1011	423997	03/28/24	10003794	A T & T	170670	9391026055 MAR-24	0.00	29.35
1011	423997	03/28/24	10003794	A T & T	650302	9391026110 FEB-24	0.00	33.39
1011	423997	03/28/24	10003794	A T & T	650302	9391026075 FEB-24	0.00	46.43
1011	423997	03/28/24	10003794	A T & T	650302	9391026090 FEB-24	0.00	84.94
1011	423997	03/28/24	10003794	A T & T	170670	9391054290 MAR-24	0.00	58.70
1011	423997	03/28/24	10003794	A T & T	126143	9391026072 MAR-24	0.00	58.70
1011	423997	03/28/24	10003794	A T & T	126143	9391026070 MAR-24	0.00	114.30
1011	423997	03/28/24	10003794	A T & T	170670	9391026068 MAR-24	0.00	120.21
1011	423997	03/28/24	10003794	A T & T	660241	9391026088 MAR-24	0.00	447.85
1011	423997	03/28/24	10003794	A T & T	170670	9391026049 MAR-24	0.00	1,388.87
1011	423997	03/28/24	10003794	A T & T	650302	9391031460 FEB-24	0.00	116.01
1011	423997	03/28/24	10003794	A T & T	170670	9391031458 MAR-24	0.00	622.20
1011	423997	03/28/24	10003794	A T & T	170670	9391031456 MAR-23	0.00	622.20
1011	423997	03/28/24	10003794	A T & T	170670	9391050264 MAR-24	0.00	2,276.88
TOTAL CHECK							0.00	11,453.22

SUNGARD PUBLIC SECTOR  
DATE: 03/28/2024  
TIME: 11:17:49

CITY OF BUENA PARK  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
ACCTPA21

SELECTION CRITERIA: transact.trans\_date between '20240314 00:00:00.000' and '20240328 00:00:00.000'  
ACCOUNTING PERIOD: 9/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	423998	03/28/24	10004247	A T & T MOBILITY	170670	287261541007X03172024	0.00	116.22
1011	423999	03/28/24	10004247	A T & T MOBILITY	275305	828554058X03172024	0.00	129.10
1011	424000	03/28/24	10004247	A T & T MOBILITY	631140	287260985373X03172024	0.00	246.65
1011	424001	03/28/24	10004247	A T & T MOBILITY	731150	996095853X03172024	0.00	312.98
1011	424002	03/28/24	10004247	A T & T MOBILITY	275105	287306643033X03102024	0.00	40.24
1011	424003	03/28/24	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL/MAR-24	0.00	578.00
1011	424003	03/28/24	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL/FEB-24	0.00	578.00
TOTAL CHECK							0.00	1,156.00
1011	424004	03/28/24	00008225	ACTION DUCT CLEANING CO	106131	HVAC SYSTEM CLEANING A	0.00	2,750.00
1011	424005	03/28/24	00010359	ADMINSURE INC	107410	WKS COMP/APRIL-24	0.00	11,336.00
1011	424006	03/28/24	10012896	AGILE OCCUPATIONAL MEDIC	121110	HEP-B/PHYS/DEC-23	0.00	245.00
1011	424006	03/28/24	10012896	AGILE OCCUPATIONAL MEDIC	121110	HEP B/MAR-24	0.00	80.00
1011	424006	03/28/24	10012896	AGILE OCCUPATIONAL MEDIC	121110	PHYSICALS/MAR-23	0.00	165.00
TOTAL CHECK							0.00	490.00
1011	424007	03/28/24	00001993	ALIN PARTY SUPPLY INC.	275140	SPRING EGG SUPPLIES	0.00	115.91
1011	424008	03/28/24	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GRD/FEB-MAR24	0.00	10,202.29
1011	424009	03/28/24	10009734	NADER ALQAM	160110	TRAIN SUBS/FEB-24	0.00	125.00
1011	424010	03/28/24	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW COSTS/DEC-23	0.00	1,973.49
1011	424010	03/28/24	10007352	ALVAREZ-GLASMAN & COLVIN	110105	RETAINER/DEC-23	0.00	22,500.00
1011	424010	03/28/24	10007352	ALVAREZ-GLASMAN & COLVIN	110105	SPEC. LEGAL /DEC-23	0.00	759.50
TOTAL CHECK							0.00	25,232.99
1011	424011	03/28/24	00006012	AMBIUS INC	170670	PLANT SERVICE/MAR-24	0.00	326.76
1011	424012	03/28/24	00009015	TAJEN GRAPHICS, INC	190137	4X6 VINYL BANNER	0.00	84.50
1011	424013	03/28/24	10013528	ARTE HOME LLC - MICHAEL	52	DEPOSIT	0.00	800.00
1011	424013	03/28/24	10013528	ARTE HOME LLC - MICHAEL	126152	METER	0.00	-444.97
1011	424013	03/28/24	10013528	ARTE HOME LLC - MICHAEL	126152	CAPITAL	0.00	-49.28
1011	424013	03/28/24	10013528	ARTE HOME LLC - MICHAEL	126152	WATER	0.00	-47.80
TOTAL CHECK							0.00	257.95
1011	424014	03/28/24	10013356	ASSOCIATED SOILS ENGINEE	290150	WHITAKER PK/FEB-24	0.00	2,740.00
1011	424015	03/28/24	10006711	LAURIE AUBUCHON	160105	ED REIMB/FEB-24	0.00	781.12
1011	424015	03/28/24	10006711	LAURIE AUBUCHON	352567	ED REIMB/FEB-24	0.00	585.84
1011	424015	03/28/24	10006711	LAURIE AUBUCHON	452410	ED REIMB/FEB-24	0.00	195.28
TOTAL CHECK							0.00	1,562.24



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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	424016	03/28/24	00004756	B & K ELECTRIC WHOLESAL	170670	HARDWARE	0.00	15.45
1011	424016	03/28/24	00004756	B & K ELECTRIC WHOLESAL	170670	HARDWARE	0.00	289.27
TOTAL	CHECK						0.00	304.72
1011	424017	03/28/24	00006700	B L WALLACE DISTRIBUTOR	452410	SEWER REPAIR	0.00	346.52
1011	424018	03/28/24	10013530	FAMELA BALUYOT	11	REF/DEPOSIT RT#R10193	0.00	500.00
1011	424019	03/28/24	10000360	BEACH & LA MIRADA CAR WA	171710	CAR WASHES	0.00	827.75
1011	424020	03/28/24	10013308	BEHAVIOR ANALYSIS TRAINI	650208	INTV.INTERRO 4/1-5/24	0.00	575.00
1011	424021	03/28/24	10011115	BLANK ROME LLP	110105	BA HOTEL/RESORT/FEB24	0.00	1,510.00
1011	424021	03/28/24	10011115	BLANK ROME LLP	110105	BUTTERFLY PAV/FEB-24	0.00	417.25
TOTAL	CHECK						0.00	1,927.25
1011	424022	03/28/24	10008940	BOUND TREE MEDICAL LLC	650208	#2700-58001 - G5 AUTO	246.68	3,429.66
1011	424022	03/28/24	10008940	BOUND TREE MEDICAL LLC	650208	#2750-40001 - G5 AED I	270.00	3,753.90
1011	424022	03/28/24	10008940	BOUND TREE MEDICAL LLC	650208	FREIGHT	0.00	6.93
TOTAL	CHECK						516.68	7,190.49
1011	424023	03/28/24	00000423	BOYS & GIRLS CLUB OF BUE	275135	GYM USAGE-JAN-MAR-24	0.00	1,000.00
1011	424024	03/28/24	10012470	BRAND USA	995100	VISIT CA EXPEDIA COAP	0.00	30,000.00
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	275145	#054X - HANES POLO, RO	97.65	1,357.65
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	275145	#J-753 - STAFF JACKETS	279.00	3,879.00
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	352363	#CP90 - BEANIES W/LOGO	24.18	336.18
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	121135	#J753 - PORT AUTHORITY	3.10	43.10
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	121135	UP CHARGE 2XL	0.16	2.16
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	106128	#J753 - BLACK; EMBROID	12.40	172.40
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	106128	#MM7100 - MENS JACKET;	5.58	77.58
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	106128	#MM7101- WOMENS JACKET	16.74	232.74
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	106128	SHIPPING OVERNIGHT FEE	0.00	85.00
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	101101	#LK864 TRUE NAVY, EMBR	3.57	49.57
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	101101	#K864, TRUE NAVY, EMBR	1.78	24.78
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	275145	#G200 - ROYAL BLUE; TR	51.15	711.15
1011	424025	03/28/24	00000011	MANHATTAN STITCHING COMP	275145	#G200 - ROYAL BLUE; TR	17.05	237.05
TOTAL	CHECK						512.36	7,208.36
1011	424026	03/28/24	10011862	PETER JOSEPH BUCKNAM	560222	PAVE PROG/MAR-24	0.00	17,581.50
1011	424027	03/28/24	00010646	IVAN RODRIGUEZ	171710	WINDOW TINT	0.00	390.56
1011	424027	03/28/24	00010646	IVAN RODRIGUEZ	171710	WINDOW TINT	0.00	299.99
TOTAL	CHECK						0.00	690.55
1011	424028	03/28/24	00000759	BUENA PARK PLAQUE & TROP	275140	BANNER EGGS	0.00	506.43
1011	424029	03/28/24	10013037	C.S. LEGACY CONSTRUCTION	290153	SCE PHII TRAIL/JAN-24	0.00	72,217.72
1011	424029	03/28/24	10013037	C.S. LEGACY CONSTRUCTION	32	PMT#5 RET.	0.00	-3,610.89
TOTAL	CHECK						0.00	68,606.83

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	424030	03/28/24	10007791	MARIE CABALLERO	275150	SCOREKEEP 3/2-15/24	0.00	112.00
1011	424031	03/28/24	00000021	CALIF FORENSIC PHLEBOTOM	650402	FEB 24 BLOOD DRAWS	0.00	903.00
1011	424032	03/28/24	00005992	MARIO CAMACHO	160110	TRAIN SUBS/FEB-24	0.00	125.00
1011	424033	03/28/24	10011446	CAREERS IN GOVERNMENT,IN	121110	MBR RENEWAL FY 24-25	0.00	5,500.00
1011	424034	03/28/24	10011902	CASC ENGINEERING & CONSU	599798	LAND USE UPDATE/FEB24	0.00	2,165.50
1011	424034	03/28/24	10011902	CASC ENGINEERING & CONSU	731120	LAND USE UPDATE/FEB24	0.00	6,384.32
TOTAL CHECK							0.00	8,549.82
1011	424035	03/28/24	00001695	CITY OF CERRITOS	560640	VAL.VW MT/JULY-DEC-23	0.00	835.00
1011	424036	03/28/24	10004469	CERRITOS DODGE CHRYSLER	171710	SENSOR	0.00	199.16
1011	424036	03/28/24	10004469	CERRITOS DODGE CHRYSLER	171710	WATER PUMP	0.00	973.89
1011	424036	03/28/24	10004469	CERRITOS DODGE CHRYSLER	171710	SHOCKS	0.00	65.09
1011	424036	03/28/24	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	255.79
1011	424036	03/28/24	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	2,121.67
TOTAL CHECK							0.00	3,615.60
1011	424037	03/28/24	10012931	CHARTER COMMUNICATIONS	275305	213578401 MAR-24	0.00	1,099.00
1011	424038	03/28/24	10007941	CHARTER COMMUNICATIONS H	650404	8448400240089222	0.00	12.58
1011	424039	03/28/24	10007941	CHARTER COMMUNICATIONS H	650302	8448208990007561	0.00	828.36
1011	424040	03/28/24	10007941	CHARTER COMMUNICATIONS H	650302	8448400230497971	0.00	12.59
1011	424041	03/28/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400240541370	0.00	823.22
1011	424042	03/28/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400240541370	0.00	823.22
1011	424043	03/28/24	10007941	CHARTER COMMUNICATIONS H	650302	8448400240618061	0.00	1,099.00
1011	424044	03/28/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400231122990	0.00	1,646.44
1011	424045	03/28/24	10007941	CHARTER COMMUNICATIONS H	170670	8448400231122990	0.00	823.22
1011	424046	03/28/24	10007616	CINTAS CORPORATION NO. 3	160105	UNIF.RENT/JAN-24	0.00	404.68
1011	424046	03/28/24	10007616	CINTAS CORPORATION NO. 3	860810	UNIF. RENT/JAN-24	0.00	233.20
1011	424046	03/28/24	10007616	CINTAS CORPORATION NO. 3	160105	UNIF.RENT/JAN-24	0.00	410.74
1011	424046	03/28/24	10007616	CINTAS CORPORATION NO. 3	860810	UNIF. RENT/JAN-24	0.00	233.20
1011	424046	03/28/24	10007616	CINTAS CORPORATION NO. 3	160105	UNIF. RENT/JAN-24	0.00	453.83
1011	424046	03/28/24	10007616	CINTAS CORPORATION NO. 3	860810	UNIF. RENT/JAN-24	0.00	233.20
TOTAL CHECK							0.00	1,968.85
1011	424047	03/28/24	00000206	CLINICAL LAB OF SAN BERN	352363	SAMPLING FEB 24	0.00	340.00
1011	424047	03/28/24	00000206	CLINICAL LAB OF SAN BERN	352363	SAMPLING FEB 24	0.00	3,072.80
TOTAL CHECK							0.00	3,412.80
1011	424048	03/28/24	00005774	THE CODE GROUP, INC.	731150	50% TEMP INSP/FEB-24	0.00	2,470.00

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1011	424048	03/28/24	00005774	THE CODE GROUP, INC.	11	50% BLDG INSP/FEB-24	0.00	2,470.00
TOTAL	CHECK						0.00	4,940.00
1011	424049	03/28/24	10002815	SARA COPPING	106117	REIMB/MLG DEC23-MAR24	0.00	147.98
1011	424050	03/28/24	00010548	CORELOGIC INFORMATION SO	631140	REAL QUEST/FEB-24	0.00	272.90
1011	424051	03/28/24	10002389	COUNTY OF ORANGE TREASUR	650308	AFIS/MARCH-24	0.00	3,027.00
1011	424052	03/28/24	10000671	COOPERATIVE PERSONNEL SE	121110	WATER SVC TECH	0.00	990.00
1011	424052	03/28/24	10000671	COOPERATIVE PERSONNEL SE	121110	PK ENF SPEC.TECH.	0.00	1,413.50
TOTAL	CHECK						0.00	2,403.50
1011	424053	03/28/24	00006197	CSULB FOUNDATION	650208	TITLE15/COURT 4/25/24	0.00	250.00
1011	424054	03/28/24	10011360	DENNIS KARL BATCHELOR	275150	ASSIGN FEE 2/12-29/24	0.00	220.00
1011	424055	03/28/24	00003865	DAVID TAUSSIG & ASSOCIAT	11	CFD SVCS/JAN-FEB-24	0.00	425.00
1011	424056	03/28/24	10009457	DAVID VOLZ DESIGN LANDSC	290158	EHLERS & BELLIS/FINAL	0.00	1,300.00
1011	424056	03/28/24	10009457	DAVID VOLZ DESIGN LANDSC	290158	THELMA GARDEN/NOV-23	0.00	9,220.00
TOTAL	CHECK						0.00	10,520.00
1011	424057	03/28/24	10008395	DEVELOPMENT COUNSELLORS	995100	FEB-24 MO.MANAG.FEE	0.00	3,341.06
1011	424058	03/28/24	00000741	DELL MARKETING L P	126143	DELL STORAGE SC5020	0.00	5,639.83
1011	424059	03/28/24	00000492	DEPARTMENT OF JUSTICE	650302	FINGERPRINT/FEB-24	0.00	194.00
1011	424059	03/28/24	00000492	DEPARTMENT OF JUSTICE	11	FINGERPRINT/FEB-24	0.00	2,010.00
TOTAL	CHECK						0.00	2,204.00
1011	424060	03/28/24	10013538	DONNOE & ASSOCIATES, INC	121110	POLICE SERGEANT TEST	0.00	440.00
1011	424061	03/28/24	10013541	DORADO SENIOR APARTMENTS	732043	RENT/PATRICIA ESCOBAR	0.00	1,130.00
1011	424062	03/28/24	10012329	ECO-NOMICS, INC.	190137	EDIBLE FOOD/FEB-24	0.00	3,202.50
1011	424063	03/28/24	10012764	EFFICIENT X-RAY, INC	650307	HAZ WASTE SVC 2/19/24	0.00	75.00
1011	424064	03/28/24	10013428	ELECNR BELCO ELECTRIC,	590179	SIGNAL UPGRADE/FEB-24	0.00	41,773.75
1011	424064	03/28/24	10013428	ELECNR BELCO ELECTRIC,	24	PMT#2 RET.	0.00	-2,088.69
TOTAL	CHECK						0.00	39,685.06
1011	424065	03/28/24	10008311	EVERETT DOREY, LLP	107420	LUIS ELICEA	0.00	5,389.75
1011	424065	03/28/24	10008311	EVERETT DOREY, LLP	107420	DONNA MCINTIRE	0.00	3,779.50
1011	424065	03/28/24	10008311	EVERETT DOREY, LLP	107420	VERONICA JONES	0.00	2,189.00
1011	424065	03/28/24	10008311	EVERETT DOREY, LLP	107420	RODERICK LANE,JR	0.00	2,639.00
1011	424065	03/28/24	10008311	EVERETT DOREY, LLP	107420	DANIEL GUILLEN	0.00	81.75
1011	424065	03/28/24	10008311	EVERETT DOREY, LLP	107420	DENISSE CHAVEZ	0.00	913.00
1011	424065	03/28/24	10008311	EVERETT DOREY, LLP	107420	ALFONSO DAVILA	0.00	47.70
TOTAL	CHECK						0.00	15,039.70

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1011	424066	03/28/24	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	AUTO PARTS	0.00	15.86
1011	424066	03/28/24	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	AUTO PARTS	0.00	59.72
1011	424066	03/28/24	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	AUTO PARTS	0.00	191.80
1011	424066	03/28/24	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	AUTO PARTS	0.00	64.64
1011	424066	03/28/24	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	AUTO PARTS	0.00	213.15
1011	424066	03/28/24	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	AUTO PARTS	0.00	33.61
1011	424066	03/28/24	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	AUTO PARTS	0.00	70.16
1011	424066	03/28/24	00000739	ELLIOTT AUTO SUPPLY	COMP 171710	AUTO PARTS	0.00	213.15
TOTAL CHECK							0.00	862.09
1011	424067	03/28/24	10003690	FAIR HOUSING FOUNDATION	732040	REIMB/FEB-2024	0.00	1,142.32
1011	424068	03/28/24	00000320	FEDERAL EXPRESS CORPORAT	632110	TRANSP CHG/MAR-24	0.00	16.19
1011	424069	03/28/24	00000320	FEDERAL EXPRESS CORPORAT	650302	TRANSP CHG 2/27/24	0.00	27.02
1011	424070	03/28/24	10013544	FENTANYL SOLUTION.ORG	651617	EQUIP/SUPL/LIAB. INS.	0.00	11,727.25
1011	424071	03/28/24	10008558	BYRON FERGUSON	275135	YT OFFIC 3/9-22/24	0.00	1,190.00
1011	424072	03/28/24	10007059	FIVESTAR RUBBER STAMP ET	731120	BADGES	0.00	15.01
1011	424073	03/28/24	10013464	JOHNNIES PAINT AND BODY	171710	PAINT VEHICLE	0.00	5,861.32
1011	424074	03/28/24	00008011	AARON FRANCE	171710	REIMB/FUEL CM VEH	0.00	60.95
1011	424075	03/28/24	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011	424076	03/28/24	00000466	FRIENDS OF BUENA PARK YO	275220	REIMB/SCH.OF ROCK	0.00	3,384.80
1011	424077	03/28/24	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	150.85
1011	424077	03/28/24	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	290.93
1011	424077	03/28/24	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	711.15
1011	424077	03/28/24	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	296.31
1011	424077	03/28/24	00000046	FULLER ENGINEERING INC	352363	CL2 BOISSERANC	0.00	732.70
1011	424077	03/28/24	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	1,136.76
TOTAL CHECK							0.00	3,318.70
1011	424078	03/28/24	00003567	FULLER TRUCK ACCESSORIES	171710	STEPS	0.00	323.25
1011	424079	03/28/24	10007168	FUN EXPRESS, LLC	275140	#13787783 - 144 PC. MI	3.90	54.23
1011	424079	03/28/24	10007168	FUN EXPRESS, LLC	275140	#5/708 - 50 PC. MINI R	5.03	69.93
1011	424079	03/28/24	10007168	FUN EXPRESS, LLC	275140	#37/157 - 144 PC. MINI	3.03	42.16
TOTAL CHECK							11.96	166.32
1011	424080	03/28/24	10001849	SAN FERNANDO VALLEY ALAR	170670	ALARM MONITORING	0.00	147.00
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	631140	SMALL TOOLS	0.00	59.24
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	452410	PARTS CCTV	0.00	26.34
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	31.17
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	243.34
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	323.64

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1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	75.48
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	91.28
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	130.33
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	225.32
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	560220	TRAFFIC SUPPLIES	0.00	25.84
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	352363	PARTS FOR BACKFLOW	0.00	30.47
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	65.72
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	560231	SIGN SUPPLIES	0.00	111.94
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	452410	SEWER REPAIR	0.00	125.03
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	31.32
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	134.60
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	29.88
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	247.56
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	44.58
1011	424081	03/28/24	00002166	GANAHL LUMBER CORP	452410	SEWER REPAIR	0.00	17.99
TOTAL CHECK							0.00	2,071.07
1011	424082	03/28/24	10013539	JESSICA GARCIA	107420	GEN CLM#23-06 & 23-39	0.00	4,492.80
1011	424083	03/28/24	10013540	JESSICA GARCIA & DAVID G	107420	GEN CLM#23-06 & 23-39	0.00	999.00
1011	424084	03/28/24	10001832	GHD INC	11	7682 CRAIG AVE	0.00	91.26
1011	424085	03/28/24	10011830	GOLDEN STATE COMMUNICATI	650603	2 WY RADIO AIRTIME Q4	0.00	840.00
1011	424086	03/28/24	10006406	GRAFIX SYSTEMS	171710	GRAPHICS	0.00	995.65
1011	424087	03/28/24	00000055	GRAINGER INC	352363	WELL MAINT	0.00	160.17
1011	424087	03/28/24	00000055	GRAINGER INC	171710	BEARINGS	0.00	241.68
1011	424087	03/28/24	00000055	GRAINGER INC	171710	CONNECTOR	0.00	6.82
TOTAL CHECK							0.00	408.67
1011	424088	03/28/24	10013518	GREENLEAF ENGINEERING IN	12	PMT#1 RET	0.00	-2,874.65
1011	424088	03/28/24	10013518	GREENLEAF ENGINEERING IN	12	PMT#1 RET	0.00	-2,075.93
1011	424088	03/28/24	10013518	GREENLEAF ENGINEERING IN	632110	DEMO/CITY PROP/MAR24	0.00	41,518.50
1011	424088	03/28/24	10013518	GREENLEAF ENGINEERING IN	632110	DEMO/CITY PROP/MAR-24	0.00	57,493.00
TOTAL CHECK							0.00	94,060.92
1011	424089	03/28/24	10013527	VICTOR TING	106118	MARRIOTT/VIDEO	0.00	1,500.00
1011	424090	03/28/24	00005680	CINDY GRISWOLD	275405	CPR/WINTER-24	0.00	19.95
1011	424091	03/28/24	10012247	THE HILLER COMPANIES, IN	106131	FIRE SYSTEM REPAIR	0.00	2,730.96
1011	424092	03/28/24	10006460	JUDITH STEPHANIE HERZ	275210	CHORUS DIR/JAN-FEB-24	0.00	495.00
1011	424093	03/28/24	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	26.64
1011	424093	03/28/24	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	48.02
1011	424093	03/28/24	00000057	HOME DEPOT / GECF	452410	SEWER REPAIR	0.00	271.81
1011	424093	03/28/24	00000057	HOME DEPOT / GECF	452410	BOISSERANCE PARK	0.00	276.63
1011	424093	03/28/24	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	13.96
1011	424093	03/28/24	00000057	HOME DEPOT / GECF	170670	PD FRIDGE	0.00	1,549.45

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	424093	03/28/24	00000057	HOME DEPOT /	170670	PD FRIDGE	0.00	752.10
1011	424093	03/28/24	00000057	HOME DEPOT /	170670	HARDWARE	0.00	20.89
1011	424093	03/28/24	00000057	HOME DEPOT /	452410	BOISSERANC PARK	0.00	276.69
1011	424093	03/28/24	00000057	HOME DEPOT /	170670	HARDWARE	0.00	23.11
1011	424093	03/28/24	00000057	HOME DEPOT /	170670	HARDWARE	0.00	19.78
1011	424093	03/28/24	00000057	HOME DEPOT /	170670	HARDWARE	0.00	19.35
1011	424093	03/28/24	00000057	HOME DEPOT /	352363	METER SURVEY	0.00	128.03
1011	424093	03/28/24	00000057	HOME DEPOT /	352363	RESERVOIR CL2	0.00	521.38
TOTAL CHECK							0.00	3,947.84
1011	424094	03/28/24	00006447	HOME PIPE & SUPPLY CORP	170670	HARDWARE	0.00	710.06
1011	424094	03/28/24	00006447	HOME PIPE & SUPPLY CORP	170670	HARDWARE	0.00	807.78
TOTAL CHECK							0.00	1,517.84
1011	424095	03/28/24	10013531	HOI JIN HONG	275120	REF/CLASS#21394	0.00	65.00
1011	424096	03/28/24	10012921	HORNE LLP	52	REF/UNAPPLIED LIHWAP	0.00	256.03
1011	424097	03/28/24	10009091	HUE C LUU	731150	ENG SVCS/MAR-24	0.00	7,140.00
1011	424098	03/28/24	10012663	ICE MANAGEMENT, LLC	275120	ICE SKATING/WINTER-24	0.00	648.37
1011	424099	03/28/24	10013341	ISSA ELECTRIC INC	52	PMT#1 RET.	0.00	-12,091.50
1011	424099	03/28/24	10013341	ISSA ELECTRIC INC	490033	KNOTT AVE SEWER/MAR24	0.00	241,830.00
TOTAL CHECK							0.00	229,738.50
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	433.94
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	28.11
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	22.29
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	40.87
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	40.07
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	50.01
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-91.59
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-53.21
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	19.90
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	193.85
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	187.77
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	629.76
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	27.23
1011	424100	03/28/24	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	19.90
TOTAL CHECK							0.00	1,548.90
1011	424101	03/28/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	91.24
1011	424101	03/28/24	10005932	JHM SUPPLY	352363	METER SURVEY	0.00	159.34
1011	424101	03/28/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	318.47
1011	424101	03/28/24	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	76.50
TOTAL CHECK							0.00	645.55
1011	424102	03/28/24	10012741	JIG CONSULTANTS	490033	KNOTT AVE SEWER/MAR24	0.00	732.50
1011	424103	03/28/24	00004440	JMG SECURITY SYSTEMS INC	170670	ALARM MONITORING	0.00	654.30

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1011	424104	03/28/24	00000042	JOHN B EWLES INC	560210	10 WHEEL DUMP	0.00	350.00
1011	424105	03/28/24	00007096	JOHN L HUNTER & ASSOCIAT	352567	WQMP MT INSP/AUG-23	0.00	4,655.00
1011	424106	03/28/24	00000674	RICHARD D. JONES A PROF.	631140	8732 WESTERN/FEB-24	0.00	476.31
1011	424106	03/28/24	00000674	RICHARD D. JONES A PROF.	631140	6002 DARLINGTON/FEB24	0.00	72.00
1011	424106	03/28/24	00000674	RICHARD D. JONES A PROF.	631140	6972 SAN DIEGO/FEB-24	0.00	90.02
1011	424106	03/28/24	00000674	RICHARD D. JONES A PROF.	631140	6211 SAN RAFAEL/FEB24	0.00	126.00
1011	424106	03/28/24	00000674	RICHARD D. JONES A PROF.	631140	CODE ENFORCEMENT	0.00	2,142.00
1011	424106	03/28/24	00000674	RICHARD D. JONES A PROF.	650402	PD MATTERS/FEB-24	0.00	4,572.00
1011	424106	03/28/24	00000674	RICHARD D. JONES A PROF.	631140	8442 4TH ST/FEB-24	0.00	927.00
1011	424106	03/28/24	00000674	RICHARD D. JONES A PROF.	631140	6829 MT WATERMA/FEB24	0.00	1,784.31
TOTAL CHECK							0.00	10,189.64
1011	424107	03/28/24	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	202.03
1011	424107	03/28/24	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	75.37
1011	424107	03/28/24	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	101.23
1011	424107	03/28/24	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	262.82
TOTAL CHECK							0.00	641.45
1011	424108	03/28/24	10013532	DAVID KIM	11	REF/DEPOSIT#R10094	0.00	500.00
1011	424109	03/28/24	10012442	KIMLEY-HORN AND ASSOCIAT	11	CONSULTING SVC	0.00	4,914.01
1011	424110	03/28/24	10013429	KNOWLAND INC.	290150	WHITAKER PK/JAN-24	0.00	7,800.00
1011	424110	03/28/24	10013429	KNOWLAND INC.	290150	WHITAKER PK/JAN-24	0.00	6,160.00
TOTAL CHECK							0.00	13,960.00
1011	424111	03/28/24	10013454	KRAZAN & ASSOCIATES, INC	290150	WHITAKER PK/FEB-24	0.00	835.00
1011	424112	03/28/24	10007915	LANAIR GROUP, LLC	126143	FORTIGATE 600E RENEWAL	0.00	9,005.22
1011	424112	03/28/24	10007915	LANAIR GROUP, LLC	126143	FORTIGATE 100F RENEWAL	0.00	1,779.48
1011	424112	03/28/24	10007915	LANAIR GROUP, LLC	126143	FORTIANALYZER RENEWAL	0.00	858.04
1011	424112	03/28/24	10007915	LANAIR GROUP, LLC	126143	FORTIMANAGER RENEWAL	0.00	509.24
1011	424112	03/28/24	10007915	LANAIR GROUP, LLC	126143	FORTISWITCH S448 RENEW	0.00	335.76
1011	424112	03/28/24	10007915	LANAIR GROUP, LLC	126143	FORITSWITCH S244D REN	0.00	110.45
TOTAL CHECK							0.00	12,598.19
1011	424113	03/28/24	00004811	COMPULINK MANAGEMENT CEN	126143	LASERFICHE/MAR-24	0.00	17,450.96
1011	424113	03/28/24	00004811	COMPULINK MANAGEMENT CEN	126143	LASERFICHE/MAR-24	0.00	1,900.00
TOTAL CHECK							0.00	19,350.96
1011	424114	03/28/24	10006086	WILLYVALDO LOPEZ	650208	REIMB/TRG CLS PK FEE	0.00	40.00
1011	424115	03/28/24	10007925	KATHLEEN LOWETH	106117	BLOG ARTICLES/MAR24	0.00	562.50
1011	424116	03/28/24	00000077	LU'S LIGHTHOUSE INC	171710	STOCK ORDER	0.00	92.84
1011	424116	03/28/24	00000077	LU'S LIGHTHOUSE INC	171710	FUSES	0.00	166.60
1011	424116	03/28/24	00000077	LU'S LIGHTHOUSE INC	171710	ZIP TIES	0.00	30.11
TOTAL CHECK							0.00	289.55
1011	424117	03/28/24	10010678	MARLOW INNOVATIONS INC.	650605	AFR ENG APRIL-24	0.00	425.00

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1011	424118	03/28/24	10009226	MERCY HOUSE LIVING CENTE	106131	NAV.SHELT.OPER/FEB-24	0.00	245,480.06
1011	424119	03/28/24	10009226	MERCY HOUSE LIVING CENTE	732092	REIMB Q3 JAN-MAR-24	0.00	5,955.00
1011	424120	03/28/24	00000086	MICROFLEX CORP/ANSELL HE	11	MEDIUM NITILE EXAM GLO	45.73	635.73
1011	424120	03/28/24	00000086	MICROFLEX CORP/ANSELL HE	11	LARGE NITRILE EXAM GLO	45.73	635.73
1011	424120	03/28/24	00000086	MICROFLEX CORP/ANSELL HE	11	X-LARGE NITRILE EXAM G	45.73	635.73
1011	424120	03/28/24	00000086	MICROFLEX CORP/ANSELL HE	11	XX-LARGE NITRILE EXAM	45.73	635.73
TOTAL CHECK							182.92	2,542.92
1011	424121	03/28/24	10013542	MITCHELL SILBERBERG & KN	121110	4 FEDX BOXES	0.00	74.76
1011	424122	03/28/24	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/FEB-24	0.00	25,390.75
1011	424123	03/28/24	10012789	WESTERN STATES AUTO THEF	650103	AUTO THEFT/MAY-24	0.00	120.00
1011	424124	03/28/24	10009781	JESUS VILLASENOR JR.	631142	TRANSLATION SVCS	0.00	130.00
1011	424125	03/28/24	10005163	OCEAN BREEZE PACIFIC, LL	275140	BUNNY SUITS	0.00	120.54
1011	424125	03/28/24	10005163	OCEAN BREEZE PACIFIC, LL	275405	LINEN BPCC	0.00	405.98
1011	424125	03/28/24	10005163	OCEAN BREEZE PACIFIC, LL	650302	LAUNDRY SVC 2/16/24	0.00	323.44
TOTAL CHECK							0.00	849.96
1011	424126	03/28/24	10006880	OPENGOV, INC.	631140	SERVICES APR-JUNE-24	0.00	7,375.00
1011	424127	03/28/24	00000913	ORANGE COUNTY FIRE AUTHO	106131	NAV CT FALSE ALARM	0.00	100.00
1011	424128	03/28/24	00007482	ORANGE COUNTY SANITATION	352567	Q1 23-24 OCHCA FOG	0.00	366.00
1011	424129	03/28/24	00000221	ORANGE COUNTY SHERIFFS D	650208	FIELD TRG 5/6-10/24	0.00	130.00
1011	424130	03/28/24	10013038	PACKET FUSION, INC.	170670	ST100A, ST1D/MAR-24	0.00	538.75
1011	424131	03/28/24	10013534	DAVE PATEL	11	REF DEPOSIT#R9999	0.00	500.00
1011	424132	03/28/24	10013206	PAYMENTUS CORPORATION	126152	PH IVR/CC FEES/JAN-24	0.00	1,867.10
1011	424132	03/28/24	10013206	PAYMENTUS CORPORATION	126152	IVR/CC MERCHANT/FEB24	0.00	2,290.29
TOTAL CHECK							0.00	4,157.39
1011	424133	03/28/24	10013155	PVFT MOTORS, LLC	171710	2023 UTILITY AWD EXTER	0.00	56,859.15
1011	424133	03/28/24	10013155	PVFT MOTORS, LLC	171710	SALES TAX	0.00	4,605.00
TOTAL CHECK							0.00	61,464.15
1011	424134	03/28/24	10003026	PETRA GEOTECHNICAL INC.	731150	BLDG.PL.CK./FEB-24	0.00	4,702.50
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY SER	275140	EGGSTRAV/A.MAGANA	0.00	8.63
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY SER	275145	MLG/I.ONTIVEROS/FEB24	0.00	12.06
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY SER	275405	ST.PAT'S SUPL/SANCHEZ	0.00	17.54
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY SER	275140	EGGSTRAV/M.CISNEROS	0.00	20.04
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY SER	275405	ST.PAT SUPL/CONTRERAS	0.00	27.74
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY SER	275135	BSKTBAL TREAT/ALVARAD	0.00	27.96



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1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY	SER 275405	ST.PAT'S SUPL/SANCHEZ	0.00	31.89
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY	SER 275105	POSTER BRD/C.SANCHEZ	0.00	34.56
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY	SER 275145	MLG/FEB-24 ONTIVEROS	0.00	38.86
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY	SER 275145	MLG/M.THOMSEN/FEB24	0.00	39.53
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY	SER 275145	PNO/A.MAGANA/MAR-24	0.00	45.19
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY	SER 275140	EGGSTRAV/A.MAGANA	0.00	45.76
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY	SER 275140	EGGSTRAV/A.MAGANA	0.00	48.58
1011	424135	03/28/24	00005145	PETTY CASH/COMMUNITY	SER 275140	EGGSTRAV/Y.RIVERA	0.00	49.30
TOTAL	CHECK						0.00	447.64
1011	424136	03/28/24	10013533	ANGELINE PHAM	275140	REF/SHELTER#R10226	0.00	135.00
1011	424137	03/28/24	00002715	ROGER PLUMLEE	650208	SLI527/S4 2/29-3/2/24	0.00	32.60
1011	424138	03/28/24	10007492	PATRICIA SITLINGTON	121110	ANNUAL ADVERTISING	0.00	1,275.00
1011	424139	03/28/24	00004049	PSOMAS CORP.	396859	PEAK PK WELL/FEB-24	0.00	88,863.03
1011	424140	03/28/24	10008467	QUADIENT LEASING USA, IN	126150	LEASING	0.00	351.76
1011	424141	03/28/24	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	145.46
1011	424141	03/28/24	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	48.48
1011	424141	03/28/24	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	775.80
1011	424141	03/28/24	10001203	R.V. NURSERIES INC	860810	PLANTS	0.00	32.32
1011	424141	03/28/24	10001203	R.V. NURSERIES INC	860810	PLANTS	0.00	969.75
1011	424141	03/28/24	10001203	R.V. NURSERIES INC	860810	PLANTS	0.00	1,810.20
1011	424141	03/28/24	10001203	R.V. NURSERIES INC	860810	FERTILIZER	0.00	150.85
TOTAL	CHECK						0.00	3,932.86
1011	424142	03/28/24	00001348	MULTI SERVICE TECHNOLOGY	352363	F ROMERO SAFETY SHOES	0.00	250.00
1011	424143	03/28/24	10013076	RMS CONSTRUCTION	32	PMT#7 FINAL RET.	0.00	-1,054.00
1011	424143	03/28/24	10013076	RMS CONSTRUCTION	290157	PK ACCES IMPR/JAN-24	0.00	21,080.00
TOTAL	CHECK						0.00	20,026.00
1011	424144	03/28/24	10013076	RMS CONSTRUCTION	32	PK ACCESS IMP/RET.	0.00	52,024.52
1011	424145	03/28/24	10012827	RELIABLE TRANSLATIONS IN	101101	KOREAN INTERPRETER	0.00	485.50
1011	424146	03/28/24	00000113	DMJ AND ASSOCIATES, INC.	860810	DIAMOND PRO CALCINED P	104.74	1,301.74
1011	424146	03/28/24	00000113	DMJ AND ASSOCIATES, INC.	860810	#HT1 - HILLTOPPER CLAY	107.19	1,332.19
1011	424146	03/28/24	00000113	DMJ AND ASSOCIATES, INC.	860810	#MW200 MARBLE WHITE 20	32.71	406.51
1011	424146	03/28/24	00000113	DMJ AND ASSOCIATES, INC.	860810	COMPOST BELLIS	0.00	115.36
1011	424146	03/28/24	00000113	DMJ AND ASSOCIATES, INC.	860810	COMPOST BELLIS	0.00	153.82
TOTAL	CHECK						244.64	3,309.62
1011	424147	03/28/24	10013535	RF CASINO EVNTS	275315	CASINO TBL 4/17/24	0.00	337.50
1011	424148	03/28/24	10013536	BLOUSIE RODRIGUEZ	11	REF/DEPOSIT#R9827	0.00	500.00
1011	424148	03/28/24	10013536	BLOUSIE RODRIGUEZ	875805	REF/DEPOSIT#R9827	0.00	-250.00
TOTAL	CHECK						0.00	250.00

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CITY OF BUENA PARK  
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SELECTION CRITERIA: transact.trans\_date between '20240314 00:00:00.000' and '20240328 00:00:00.000'  
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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	424149	03/28/24	00000748	ROSEBURROUGH TOOL INC	560210	SOLVENT	0.00	238.69
1011	424149	03/28/24	00000748	ROSEBURROUGH TOOL INC	560210	SCRAPER	0.00	226.73
TOTAL CHECK							0.00	465.42
1011	424150	03/28/24	00000123	S & J SUPPLY CO INC	11	TUBING COPPER .3/4" X	127.65	1,774.65
1011	424151	03/28/24	10013537	JENNIFER SANCHEZ	275140	REF SHELTER/R10343	0.00	135.00
1011	424152	03/28/24	10013526	ELAINE G. SANDER	631140	REF/ADM.CIT.BP-11699	0.00	500.00
1011	424153	03/28/24	10001389	SANTA ANA COLLEGE	650208	ACADEMY	0.00	1,357.00
1011	424153	03/28/24	10001389	SANTA ANA COLLEGE	650208	ACADEMY	0.00	115.00
TOTAL CHECK							0.00	1,472.00
1011	424154	03/28/24	10009824	SCM FITNESS REPAIR INC.	170670	QT MT/MAR-24	0.00	330.00
1011	424154	03/28/24	10009824	SCM FITNESS REPAIR INC.	170670	QT.MAINT/MAR-24	0.00	330.00
TOTAL CHECK							0.00	660.00
1011	424155	03/28/24	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	194.11
1011	424155	03/28/24	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	199.73
1011	424155	03/28/24	00000462	THE SHERWIN WILLIAMS	170670	PAINT	0.00	89.30
TOTAL CHECK							0.00	483.14
1011	424156	03/28/24	10011504	SHOETERIA, INC.	560210	S. TORRES SAFETY SHOE	0.00	140.60
1011	424157	03/28/24	00009792	PRISCILLA SILVA	275120	BELLY DNC/WINTER-24	0.00	199.50
1011	424158	03/28/24	10007741	DANIEL SOLIS	650208	REIMB ED/MAR-24	0.00	2,128.00
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6973 BEACH/MAR-24	0.00	28.59
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7501 8TH/MAR-24	0.00	69.87
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6581 BEACH/MAR-24	0.00	70.14
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6680 KNOTT/MAR-24	0.00	107.43
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8970 KNOTT/MAR-24	0.00	116.15
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	7225 EL DORADO/FEB-24	0.00	5,838.28
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6955 ARAGON/FEB-24	0.00	8,297.20
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	5755 CRESCENT/FEB-24	0.00	10,272.16
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7006 ARTESIA/FEB-24	0.00	14.35
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6194 AUTO CTR/FEB-24	0.00	15.34
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	6293 AUTO CTR/FEB-24	0.00	16.39
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	6072 LINCOLN/FEB-24	0.00	17.65
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7250 HOLDER/FEB-24	0.00	29.95
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6190 AUTO CT/MAR-24	0.00	92.59
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6701 STANTON/MAR-24	0.00	15.43
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6711 BEACH/MAR-24	0.00	18.39
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 352510	7520 DALE PMP/MAR-24	0.00	16,385.62
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	6410 AUTO CTR/FEB-24	0.00	147.79
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7700 WESTERN/FEB-24	0.00	281.81
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 352510	5860 DALE PMP/FEB-24	0.00	847.36
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	7002 BEACH/MAR-24	0.00	25.44
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8681 BEACH/MAR-24	0.00	32.76
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7550 STANTON/MAR-24	0.00	39.97

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CITY OF BUENA PARK  
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SELECTION CRITERIA: transact.trans\_date between '20240314 00:00:00.000' and '20240328 00:00:00.000'  
ACCOUNTING PERIOD: 9/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 560230	7051 PAGE/MAR-24	0.00	92.11
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8081 OR'THORP/MAR-24	0.00	114.30
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6660 BEACH/MAR-24	0.00	3,070.07
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 170670	6603 BEACH/MAR-24	0.00	493.07
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8444 COMONWLTH/MAR24	0.00	33.38
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 660241	8400 LAKENOLL/MAR-24	0.00	2,532.84
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 860810	8552 BEACH/FEB-24	0.00	45.96
1011	424160	03/28/24	00000226	SOUTHERN CALIFORNIA	EDIS 660240	BEACH/ELCAPITAN/FEB24	0.00	71.37
TOTAL CHECK							0.00	49,233.76
1011	424161	03/28/24	00000336	SOUTHERN CALIFORNIA	EDIS 632110	OPER RT#10049666	0.00	236.36
1011	424162	03/28/24	00000126	SPARKLETTS WATER	170670	BOTTLED WATER	0.00	901.97
1011	424163	03/28/24	00010296	SPECIALIZED ELEVATOR SER	660241	ELEVATOR MAINT	0.00	554.82
1011	424164	03/28/24	00005362	DAVE FLANAGAN	650303	SEC.CAMERA/JAN-MAR24	0.00	15,000.00
1011	424165	03/28/24	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	5.44
1011	424165	03/28/24	00001085	STAPLES CONTRACT & COMME	631140	OFFICE SUPPLIES	0.00	5.45
1011	424165	03/28/24	00001085	STAPLES CONTRACT & COMME	731120	OFFICE SUPPLIES	0.00	213.70
1011	424165	03/28/24	00001085	STAPLES CONTRACT & COMME	171710	OFFICE SUPPLIES	0.00	12.63
1011	424165	03/28/24	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	50.46
TOTAL CHECK							0.00	287.68
1011	424166	03/28/24	10005252	STETSON ENGINEERS INC	396814	WTR MASTER PL/JAN-24	0.00	20,493.75
1011	424167	03/28/24	10009636	SIGNAL HILL AUTO ENTERPR	11	MULTIFOLD PAPER TOWEL	198.32	2,757.32
1011	424167	03/28/24	10009636	SIGNAL HILL AUTO ENTERPR	11	LINER WASTEBASKET PLAS	21.15	294.00
1011	424167	03/28/24	10009636	SIGNAL HILL AUTO ENTERPR	11	SHIPPING & HANDLING	0.00	9.95
1011	424167	03/28/24	10009636	SIGNAL HILL AUTO ENTERPR	11	LINER TRASH 30 GAL 40X	441.47	6,137.83
TOTAL CHECK							660.94	9,199.10
1011	424168	03/28/24	10013517	TESLA, INC.	171710	TESLA MODEL Y, BLACK.	0.00	55,638.33
1011	424169	03/28/24	10009023	TIRE HUB, LLC	171710	TIRES	0.00	560.11
1011	424169	03/28/24	10009023	TIRE HUB, LLC	171710	TIRES	0.00	367.23
TOTAL CHECK							0.00	927.34
1011	424170	03/28/24	10002316	TOTAL COMPENSATION SYSTE	126120	GASB 75 6/30/23 VALUA	0.00	4,230.00
1011	424171	03/28/24	10013495	TRANSTECH ENGINEERS, INC	160410	ON CALL ENG/FEB-24	0.00	11,988.00
1011	424172	03/28/24	10009554	TRUTH BE TOLD POLYGRAPH,	650105	PRE EMP POLY	0.00	250.00
1011	424173	03/28/24	10012511	TSG ENTERPRISES, INC	490010	SEWER MT/FEB-24	0.00	573.50
1011	424173	03/28/24	10012511	TSG ENTERPRISES, INC	290153	SCE PHSII TRAIL/FEB24	0.00	703.00
1011	424173	03/28/24	10012511	TSG ENTERPRISES, INC	290163	PEAK PK POOL /FEB-24	0.00	2,145.25
1011	424173	03/28/24	10012511	TSG ENTERPRISES, INC	290157	ADA IMPROVE/FEB-24	0.00	777.00
1011	424173	03/28/24	10012511	TSG ENTERPRISES, INC	490010	SEWER MT/JAN-24	0.00	703.00
1011	424173	03/28/24	10012511	TSG ENTERPRISES, INC	590004	ADM SVC/NOV-23	0.00	146.00
1011	424173	03/28/24	10012511	TSG ENTERPRISES, INC	590004	ADM SVC/NOV-23	0.00	1,112.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	424173	03/28/24	10012511	TSG ENTERPRISES, INC	290157	ADA IMPROVE/JAN-24	0.00	1,043.25
1011	424173	03/28/24	10012511	TSG ENTERPRISES, INC	590004	ADM.SVC/DEC-23	0.00	888.00
TOTAL CHECK							0.00	8,091.00
1011	424174	03/28/24	00000231	U S POSTMASTER	105105	PMT#196 POST/BP TODAY	0.00	5,168.00
1011	424175	03/28/24	00000416	UNDERGROUND SVC.ALERT/SC	352363	DIG ALERT BOARD	0.00	87.50
1011	424175	03/28/24	00000416	UNDERGROUND SVC.ALERT/SC	352363	DIG ALERT TICKETS	0.00	216.50
TOTAL CHECK							0.00	304.00
1011	424176	03/28/24	10008867	UNITED STATES POSTAL SER	121135	POSTAGE REPLENISH	0.00	10,000.00
1011	424177	03/28/24	10007217	REBECCA VALDEZ	107420	REIMB/PARMA EXPENSE	0.00	195.53
1011	424178	03/28/24	00001911	JEFF VAN SICKLE	275135	YT OFFIC 3/9-22/24	0.00	60.00
1011	424179	03/28/24	10003356	VCA ANIMAL HOSPITALS, IN	650405	EXAM/CONSULT/K9 ADAM	0.00	217.34
1011	424180	03/28/24	10009230	VERIZON BUSINESS	170670	4123237 X26 FEB-24	0.00	441.58
1011	424181	03/28/24	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	237.13
1011	424182	03/28/24	10009561	WATER SOURCE SOLUTIONS I	106131	DIAGNOS/FILTER/MAR-24	0.00	370.00
1011	424183	03/28/24	00000141	WEST COAST ARBORISTS INC	560641	TREE PRUNE/FEB-24	0.00	3,146.75
1011	424183	03/28/24	00000141	WEST COAST ARBORISTS INC	560641	TREE PRUNE/FEB-24	0.00	9,446.40
TOTAL CHECK							0.00	12,593.15
1011	424184	03/28/24	00000140	WEST COAST SAND & GRAVEL	352363	BASE	0.00	627.91
1011	424184	03/28/24	00000140	WEST COAST SAND & GRAVEL	352363	TOPSOIL	0.00	585.75
TOTAL CHECK							0.00	1,213.66
1011	424185	03/28/24	10000546	WILLDAN FINANCIAL SERVIC	396829	DEVEL.IMPACT/FEB-24	0.00	8,250.00
1011	424186	03/28/24	10004131	WM CURBSIDE, LLC	460220	HAZ WASTE JAN-24	0.00	1,028.50
1011	424187	03/28/24	10004131	WM CURBSIDE, LLC	460220	HAZ WASTE/FEB-24	0.00	570.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	275305	COPIER LEASE/MAR-24	0.00	5.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	631140	COPIER LEASE/MAR-24	0.00	53.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	731120	COPIER LEASE/MAR-24	0.00	53.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	731150	COPIER LEASE/MAR-24	0.00	53.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	998100	COPIER LEASE/MAR-24	0.00	54.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	732071	COPIER LEASE/MAR-24	0.00	56.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	997100	COPIER LEASE/MAR-24	0.00	134.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	352267	COPIER LEASE/MAR-24	0.00	136.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	115110	COPIER LEASE/MAR-24	0.00	200.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	121110	COPIER LEASE/MAR-24	0.00	210.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	275105	COPIER LEASE/MAR-24	0.00	220.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	126120	COPIER LEASE/MAR-24	0.00	240.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	160105	COPIER LEASE/MAR-24	0.00	337.00
1011	424188	03/28/24	10009222	XEROX CORPORATION	121135	COPIER LEASE/MAR-24	0.00	851.52

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CITY OF BUENA PARK  
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SELECTION CRITERIA: transact.trans\_date between '20240314 00:00:00.000' and '20240328 00:00:00.000'  
ACCOUNTING PERIOD: 9/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011	424188	03/28/24	10009222	XEROX CORPORATION	650302	COPIER LEASE/MAR-24	0.00	890.52
TOTAL CHECK							0.00	3,493.04
1011	424189	03/28/24	10009222	XEROX CORPORATION	275305	COPIER SENIOR CTR.	0.00	182.10
1011	424190	03/28/24	10009222	XEROX CORPORATION	275305	COPIES - SENIOR CTR	0.00	292.60
1011	424191	03/28/24	10013543	LAUREN YAKIWCHUK	995100	BP BLOG, SOC.MEDIA	0.00	3,623.38
1011	424192	03/28/24	10013523	DANIEL YO	650208	REIM.EXP/OFCR FUNERAL	0.00	806.22
1011	424193	03/28/24	10006857	YARDLEY ORGILL CO., INC.	352363	STOCK YARD	0.00	288.93
1011	424193	03/28/24	10006857	YARDLEY ORGILL CO., INC.	352363	FIRE DEVICE REPAIR	0.00	644.45
1011	424193	03/28/24	10006857	YARDLEY ORGILL CO., INC.	352363	STOCK YARD	0.00	720.47
1011	424193	03/28/24	10006857	YARDLEY ORGILL CO., INC.	352363	SERVICE LEAK	0.00	778.65
1011	424193	03/28/24	10006857	YARDLEY ORGILL CO., INC.	352363	CURBSTOP KEYS	0.00	114.19
TOTAL CHECK							0.00	2,546.69
1011	424194	03/28/24	10011660	YUNEX, LLC	560230	EXTRA SIG MT/JULY-23	0.00	17,137.52
1011	424194	03/28/24	10011660	YUNEX, LLC	560230	EXTRA SIG.MT/JAN-24	0.00	216.32
1011	424194	03/28/24	10011660	YUNEX, LLC	560230	ROUTINE SIG MT/JAN-24	0.00	8,139.80
1011	424194	03/28/24	10011660	YUNEX, LLC	560230	ROUTINE SIG MT/DEC-23	0.00	8,139.80
1011	424194	03/28/24	10011660	YUNEX, LLC	560230	EXTRA SIG MT/DEC-23	0.00	2,037.64
1011	424194	03/28/24	10011660	YUNEX, LLC	560230	ROUTINE SIG MT/JULY23	0.00	8,139.80
1011	424194	03/28/24	10011660	YUNEX, LLC	560230	EXTRA SIG MT/NOV-23	0.00	5,279.61
1011	424194	03/28/24	10011660	YUNEX, LLC	560230	EXTRA SIG MT/NOV-23	0.00	4,663.91
1011	424194	03/28/24	10011660	YUNEX, LLC	560230	EXTRA SIG MT/JAN-24	0.00	7,105.49
1011	424194	03/28/24	10011660	YUNEX, LLC	560230	EXTRA SIG MT/JULY-23	0.00	5,803.78
1011	424194	03/28/24	10011660	YUNEX, LLC	560230	EXTRA SIG MT/AUG-23	0.00	11,775.00
TOTAL CHECK							0.00	78,438.67
TOTAL CASH ACCOUNT							2,257.15	1,615,786.63
TOTAL FUND							2,257.15	1,615,786.63
TOTAL REPORT							2,257.15	1,615,786.63

Voided Check Numbers
423996
424159

Date Printed
3/28/2024



RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK,  
CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE  
SUM OF \$953,354.97 COVERING REGULAR PAYROLL ENDING  
MARCH 15, 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 \$953,354.97 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.

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City Clerk

SUNGARD PUBLIC SECTOR  
DATE: 03/21/2024  
TIME: 18:50:57

CITY OF BUENA PARK  
CHECK REGISTER(CONCISE)

PAGE NUMBER: 1  
PAYREP83

SELECTION CRITERIA: checkhis.pay\_run='ML2'  
ALL CHECKS

PAYRUN: ML2  
DATE: 03/22/2024

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	-----EMPLOYEE-----	ID NUMBER
372436	.00	99.54		SOTO DONACIANO, ANGEL	287
V372437	1,268.62	.00		CABRERA, AMBER	248
V372438	4,052.38	.00		COPPING, SARA	951
V372439	1,150.73	.00		DIAZ, MICHELLE	419
V372440	2,454.84	.00		DIEZ, KARINA	169
V372441	2,184.38	.00		ENGLEBRECHT, BRIDGET	261
V372442	2,558.06	.00		FEWER, JESSICA	580
V372443	6,932.19	.00		FRANCE, AARON	1650
V372444	2,701.37	.00		MEDINA, YARETZA	8
V372445	624.99	.00		MUNOZ, MICHELLE	440
V372446	667.89	.00		AHN, JOYCE	263
V372447	654.18	.00		BROWN, ARTHUR	655
V372448	727.58	.00		CASTANEDA, JOSE	277
V372449	468.53	.00		SONNE, SUSAN	5161
V372450	505.56	.00		TRAUT, CONNOR	5399
V372451	1,149.96	.00		AVITIA, LISA	114
V372452	2,681.32	.00		BADILLO, ANNA PATRICIA	168
V372453	1,628.15	.00		GUERRA, SARAH	1470
V372454	5,017.91	.00		JIMENEZ, ADRIA	2297
V372455	921.77	.00		KIRK, RALPH	384
V372456	1,833.11	.00		LOPEZ, ANGELICA	2928
V372457	2,849.70	.00		CASTRO, GWENDOLYNE	503
V372458	5,988.12	.00		FENTON, EDWARD	1564
V372459	2,024.48	.00		GONZALEZ, JACQUELINE	157
V372460	1,732.65	.00		KERN, DONNA	2574
V372461	2,327.90	.00		PREVO, DOREKA	390
V372462	3,188.65	.00		VALDEZ, REBECCA	5490
V372463	1,623.22	.00		BUENROSTRO, PATRICIA	227
V372464	3,874.11	.00		GARCIA, ADRIAN	1700
V372465	1,099.76	.00		GLAVIN, BARBARA	1768
V372466	1,876.51	.00		HERNANDEZ, GLORIA	2092
V372467	6,273.15	.00		HYUN, SUNG	2248
V372468	2,030.04	.00		KIM, MIN	2584
V372469	2,059.31	.00		LOVEJOY, REBEKAH	76
V372470	2,352.36	.00		MENDOZA, MARIA	3293
V372471	926.96	.00		OZAKI, GRACE	3881
V372472	1,892.10	.00		PAK, TIMOTHY	3955
V372473	2,618.59	.00		PEREZ, JESSICA	4111
V372474	2,423.62	.00		TOMASSETTI, JEEVANI	5623
V372475	2,050.89	.00		TRAN, KRYSTLE	242
V372476	4,066.32	.00		AVERELL, MARK	272
V372477	2,266.36	.00		COLES-GUZMAN, MARY	950
V372478	2,074.01	.00		KENNEDY, SEAN	111
V372479	1,725.80	.00		BELTRAN, CINDY	467
V372480	868.06	.00		CARDENAS, MARGARET	336
V372481	3,110.51	.00		CULL, ROBERT	1012
V372482	2,697.65	.00		LESTER, ALEXANDER	2868
V372483	1,745.26	.00		MACIAS, JUDITH	2996
V372484	2,171.15	.00		MAYORQUIN, RAYMUNDO	221
V372485	2,594.00	.00		TART, ANDRE	5235

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V372489	2,194.68	.00	CATALDO, JOHN	766
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V372491	1,947.97	.00	DAVIS-VALENTINE, SUZANNE	1085
V372492	2,232.71	.00	DE LA PAZ, TIANNA	297
V372493	978.24	.00	DINH, MICHELLE	433
V372494	5,941.04	.00	FOULKES, MATTHEW	9
V372495	3,467.73	.00	LUNA, HARALD	264
V372496	2,658.54	.00	MCALLEESE, IAN	159
V372497	4,269.06	.00	MESHAM, SWATI	3321
V372498	3,063.13	.00	NAVARRO, SANDRA	93
V372499	2,502.59	.00	SANTOS, RUTH	4640
V372500	2,458.13	.00	SCHAETZL, RANA	431
V372501	1,620.29	.00	TAE, RAY	5196
V372502	2,108.31	.00	ZAPIEN, ERNESTINE	5777
V372503	47.39	.00	CHOI, YONG	388
V372504	47.39	.00	DAVIS, MONIQUE	386
V372505	47.39	.00	DIEP, DEBORAH	1208
V372506	47.39	.00	JUDEH, MIRVAT	389
V372507	47.39	.00	PATINO ESCALONA, HECTOR	387
V372508	2,182.81	.00	ARDAIZ, LANA	190
V372509	3,152.20	.00	DHAUW, MELISSA	1170
V372510	2,782.36	.00	SUAREZ, SARABETH	5169
V372511	2,917.45	.00	YOON, JIWON	91
V372512	817.32	.00	BARR, LISA	366
V372513	2,275.15	.00	COTA, LORRAINE	954
V372514	7,658.61	.00	GEYER, BRADLEY	1692
V372515	5,245.97	.00	HONG, ALEX	2130
V372516	2,300.65	.00	MARTINEZ, JESSICA	2936
V372517	5,903.37	.00	NGUYEN, NGHIA	3755
V372518	6,555.31	.00	NUNES, FRANK	3813
V372519	2,166.29	.00	CHARNES, LANCE	783
V372520	8,045.48	.00	DIERINGER, RYAN	1145
V372521	3,379.71	.00	JIMENEZ, ROBERT	352
V372522	2,823.91	.00	KIM, HYUN	328
V372523	2,612.08	.00	LAM, DAVID	2790
V372524	680.66	.00	LOVCHIK, MICHAEL	6
V372525	3,546.10	.00	MIKIEWICZ, SIMON	3360
V372526	511.92	.00	NOVOTNY, MARY	3705
V372527	2,025.39	.00	SEMAAN, NADIA	4740
V372528	5,007.63	.00	WEAVER, CHAD	5577
V372529	2,260.51	.00	ALCALA, BRITTANY	58
V372530	2,821.12	.00	BARAJAS, MAYRA	357
V372531	657.86	.00	BARRAZA, TAYLOR	501
V372532	1,816.96	.00	BINYON, ERIC	506
V372533	3,457.90	.00	BRANDSTETTER, JAMES	629
V372534	3,508.64	.00	BUTH, CATHERINE	561
V372535	3,056.73	.00	CARPENTER, SCARLET	1663
V372536	559.90	.00	CONN, SANDRA	961
V372537	838.38	.00	DIERINGER, REGINA	1515
V372538	3,349.15	.00	ESCOBEDO, STACEY	1530
V372539	3,362.27	.00	ESQUETINI, MARIA	1536
V372540	708.61	.00	ESTRELLA, CARL JOSEPH	415
V372541	2,172.74	.00	HERNANDEZ, ISABELLA	112

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V372546	2,165.36	.00	PALMA CARDENAS, DIANA	3970
V372547	751.50	.00	PARRA, ANGEL	498
V372548	687.31	.00	RAMIREZ, ARIANNA	86
V372549	853.08	.00	RODRIGUEZ VILLA, YARELI	205
V372550	1,863.96	.00	SAUCEDA, CATHLEEN	4645
V372551	3,857.94	.00	SHERIFF, SAMANTHA	2096
V372552	657.86	.00	SILVERIO, SAMANTHA	497
V372553	3,204.33	.00	TANIGUCHI, MELISSA	5230
V372554	687.31	.00	VELLANOWETH, KRISTINE	217
V372555	2,203.48	.00	FIORE, KATE	1560
V372556	1,754.41	.00	FLOHRA, KARAN	516
V372557	2,572.98	.00	FOX, CHARITY	1641
V372558	760.20	.00	KUHN, MICHELLE	2730
V372559	285.84	.00	KUHN, TARI	2747
V372560	1,961.71	.00	LARA, KARON	103
V372561	2,250.19	.00	MEDINA, IVONNE	222
V372562	2,838.45	.00	MENDIVEL, CHRISTINA	3299
V372563	1,998.23	.00	NGO, CATHERINE	3752
V372564	2,066.48	.00	PENDLETON, SUN	4080
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V372567	5,902.72	.00	BATES, PATRICK	378
V372568	3,782.07	.00	BELTRAN, CHRISTINA	13
V372569	7,144.32	.00	BERNAL, DAVID	480
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V372571	4,552.84	.00	BOYD, ROBERT	584
V372572	3,887.92	.00	BOYER, CAMERON	585
V372573	4,597.99	.00	BOYINGTON, DEVIN	594
V372574	3,438.66	.00	BRAVO, ISABEL	420
V372575	3,679.91	.00	BURNETT, DEBORAH	110
V372576	4,338.75	.00	CAMPOS, LOLANI	728
V372577	1,840.33	.00	CARNEY, THOMAS	751
V372578	2,210.47	.00	CERDA, SERGIO	240
V372579	3,191.06	.00	CHAVEZ, ALEJANDRO	182
V372580	2,491.58	.00	CHAVEZ, ANTONY	246
V372581	3,172.05	.00	CHOI, JONATHON	827
V372582	3,831.19	.00	CHRISTIANSSEN, ANDREW	97
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V372584	4,058.69	.00	DAVIS, JONATHAN	1083
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V372591	4,177.99	.00	GARCIA, JONATHAN	514
V372592	5,259.40	.00	GONZALEZ, LUIS	164
V372593	4,439.93	.00	GONZALEZ, OSCAR	1785
V372594	5,738.30	.00	HERST, RYAN	2102
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V372601	5,527.60	.00	LOVETERE, JOSEPH	2962
V372602	3,870.69	.00	MARTINEZ, JESUS	117
V372603	3,826.95	.00	MEDRANO, JULIAN	3223
V372604	3,451.51	.00	MOELLER, SARAH	3590
V372605	4,483.81	.00	MOON, DAVID	3479
V372606	4,410.17	.00	MORQUECHO, FERNANDO	510
V372607	4,899.28	.00	MUNOZ, OSCAR	3605
V372608	4,201.71	.00	MURILLO CASTRO, JULIAN	268
V372609	3,055.59	.00	NGUYEN, ANTHONY	258
V372610	6,078.74	.00	NYHUS, CHRISTOPHER	3808
V372611	5,512.98	.00	O'DETTE, DIRK	3823
V372612	3,741.34	.00	OH, WILLIAM	326
V372613	4,321.86	.00	PADILLA, VALERIE	108
V372614	5,520.07	.00	PINO, RICHARD	4171
V372615	3,390.93	.00	PROCEL, ANDY	4243
V372616	4,608.41	.00	RAMIREZ, ANGEL	4314
V372617	3,048.25	.00	RANGEL, PRISCILLA	4337
V372618	4,391.14	.00	REYES, HUGO	98
V372619	2,827.59	.00	RODRIGUEZ, CHRISTIAN	4476
V372620	4,208.29	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V372621	3,931.85	.00	RUBALCAVA, EFRAIN	4590
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V372623	3,414.86	.00	TEWELL, MELISSA	5282
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V372627	2,844.50	.00	TURNER, JERAMIAH	291
V372628	5,726.02	.00	WILLIAMS, JUDITH	5660
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V372637	1,968.69	.00	SILVA, OSCAR	4886
V372638	2,034.89	.00	VAZQUEZ-CAMACHO, MARLENE	101
V372639	4,133.32	.00	VU, JEFFREY	5519
V372640	258.80	.00	BAIR, JOHN	284
V372641	543.49	.00	CASEY, DROUETT	771
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V372643	5,315.21	.00	BAILEY, JOHN	355
V372644	4,441.67	.00	BOUDREAU, CORY	583
V372645	2,119.32	.00	BOUDREAU, LAURA	2192
V372646	2,112.64	.00	CHAN, KARA	795
V372647	5,526.14	.00	DAVENPORT, JOSEPH	1094
V372648	4,527.20	.00	GENTNER, GEORGE	1765
V372649	3,901.55	.00	KALAGIAN, BRYANT	2436
V372650	2,265.17	.00	LOMELI, LISBETH	4516
V372651	2,872.26	.00	LOPEZ, VANESSA	2929
V372652	3,727.97	.00	LOPEZ, WILLYVALDO	2941
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V372658	4,261.05	.00	PANTOJA, DAVID	3986
V372659	8,302.89	.00	PLUMLEE, ROGER	4180
V372660	4,399.48	.00	SOLIS, DANIEL	5000
V372661	2,155.56	.00	SULLIVAN, STACEY	5160
V372662	3,099.23	.00	TREADWAY, SARA	4210
V372663	4,009.40	.00	VU, KRISTINE	63
V372664	2,790.73	.00	CAPISTRANO, FRANCES	74
V372665	1,749.35	.00	IBARRA, KRISTI	88
V372666	5,628.15	.00	MIKHAEL, MINA	3359
V372667	1,815.34	.00	ALMANZA, MINERVA	79
V372668	3,702.16	.00	ALQAM, NADER	71
V372669	3,623.55	.00	ARABOLU, DEEPTHI	178
V372670	2,496.33	.00	ESPARZA-ALMARAZ, AARON	383
V372671	2,403.01	.00	GUZMAN, HECTOR	512
V372672	2,954.60	.00	LANNAN, GREGORY	2791
V372673	2,766.84	.00	LEE, HYANG SUN	430
V372674	3,099.69	.00	MILLER, JADEN	513
V372675	2,638.31	.00	PENA, MANUEL	2933
V372676	393.38	.00	SYFRITT, MATTHEW-WAYNE	428
V372677	2,935.66	.00	TRAN, JASON	96
V372678	3,233.98	.00	WRAY, NORMAN	5725
V372679	2,141.68	.00	ZARAGOZA, EDUARDO	5788
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V372684	1,056.65	.00	ARREOLA, ERIK	223
V372685	2,107.77	.00	BACA, ANDREW	315
V372686	1,216.90	.00	BANUELOS, CHRISTOPHER	345
V372687	2,608.03	.00	BRITO, MICHAEL	642
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V372695	1,147.77	.00	ORTIZ, RAYMOND	309
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V372715	2,058.81	.00	SPEAR, ANTHONY	5011
V372716	2,582.40	.00	STEPHENSON, MARK	5122
V372717	2,315.28	.00	TAVARES, JAMEY	5231
V372718	2,914.12	.00	VENEGAS MENDEZ, JAVIER	5491
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V372720	2,302.88	.00	DAHL, TERRY	1084
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V372723	1,823.05	.00	GRIMES, DAVID	1881
V372724	1,947.36	.00	GUZMAN, KEVIN	132
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V372726	3,807.36	.00	MARTINEZ, GABRIEL	3139
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V372731	2,634.01	.00	RODRIGUEZ, EDWARD	4479
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V372733	1,741.62	.00	TORRES, SALVADOR	234
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V372737	2,816.86	.00	MACIAS, RAYMOND	2998
V372738	1,944.91	.00	MILLER-SPARKS, WILLIAM	216
V372739	2,284.13	.00	WEAR, JOHN	5606
V372740	6,168.39	.00	BOX, JAMES	576
V372741	1,888.45	.00	CHAVEZ, ARIANA	788
V372742	1,706.69	.00	CONTRERAS, SAUL	95
V372743	3,359.60	.00	KURATA, DALE	2749
V372744	2,256.27	.00	MARTINEZ, SERENA	3147
V372745	2,096.03	.00	REYNOLDS, BRANDON	4384
V372746	918.43	.00	SANCHEZ, CHRISTOPHER	236
V372747	2,315.52	.00	SANCHEZ-REYES, KEVIN	83
V372748	3,213.50	.00	SAUCEDA, MARK	4642
V372749	846.45	.00	ALVARADO, ADRIAN	89
V372750	356.68	.00	BAHENA, PEDRO	148
V372751	431.34	.00	BARENG, KATHERINE	33
V372752	485.26	.00	BELCHER-HALL, JACOB	333
V372753	704.52	.00	CARNES, ALISSA	34
V372754	132.72	.00	CARVENTE, GIANJAVIER	334
V372755	855.68	.00	CISNEROS, MICHELLE	812
V372756	120.28	.00	DURGIN, JAYLIND	186
V372757	360.84	.00	FERNANDEZ, GISSEL	330
V372758	385.72	.00	GARCIA, MICHELE	171
V372759	170.05	.00	GONZALEZ, ISAAC	294
V372760	470.27	.00	GONZALEZ, LUIS	1780
V372761	373.27	.00	GRANADOS, REGINA	145
V372762	530.88	.00	GRANDE, DANIELLE	124
V372763	1,020.95	.00	GUERRA, ATHZIRI	141
V372764	476.96	.00	GUILLEN, JAYDEN	339
V372765	841.36	.00	GUTIERREZ, MICHELLE	1925

SUNGARD PUBLIC SECTOR  
DATE: 03/21/2024  
TIME: 18:50:57

CITY OF BUENA PARK  
CHECK REGISTER(CONCISE)

PAGE NUMBER: 7  
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V372768	389.87	.00	JUBRAN, NOAH	127
V372769	240.55	.00	LEWIS, ALEC	266
V372770	743.03	.00	MAGANA, ADAM	173
V372771	792.42	.00	MEZA, ADRIAN	122
V372772	1,110.72	.00	MORENO, ANDREW	161
V372773	522.59	.00	NGHIEM, NATALIE	249
V372774	99.54	.00	NGUYEN, KEVIN	299
V372775	373.69	.00	NUNEZ, HAZEL	3806
V372776	501.85	.00	OCHOA, ALAN	192
V372777	1,089.03	.00	ONTIVEROS, IZABELLA	3864
V372778	261.29	.00	RAY, SABRINA	286
V372779	351.71	.00	RIVERA GOMEZ, YAMILEX	4432
V372780	489.40	.00	ROGERS, AKILI	37
V372781	248.85	.00	ROQUE, KATRINA	38
V372782	1,128.46	.00	RUSSELL, JEFFREY	150
V372783	236.65	.00	SALDANA, JONATHAN	4625
V372784	290.33	.00	SANCHEZ, NATHAN	504
V372785	120.28	.00	SOLTERO, JESSE	177
V372786	269.60	.00	SORIA, NOAH	5004
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V372789	858.48	.00	THOMSEN, MATTHEW	194
V372790	2,543.31	.00	VAN SICKLE, MICHELLE	2076
V372791	381.57	.00	VAZQUEZ, OSCAR	152
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V372793	311.07	.00	WONGSUPHAKPHAN, BRIANNA	337
V372794	836.33	.00	GARCIA, JUSTIN	253
V372795	667.25	.00	RODRIGUEZ, PERLA	4488
V372796	376.26	.00	SINGH, YASHPREET	48
V372797	364.98	.00	SMITH, JOHN	210
V372798	514.37	.00	ZAPATA, ALEXANDRIA	303
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V372803	652.40	.00	CARDENAS, DIEGO	275
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V372805	951.16	.00	CERVANTES, BRIANA	757
V372806	743.03	.00	CHOATE, RACHAEL	511
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V372808	757.83	.00	DELGADO, ISABEL	502
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V372810	2,008.73	.00	GILLIAM, VERONICA	218
V372811	741.25	.00	GUERRA, ROCCO	44
V372812	742.79	.00	GUZMAN, NADINE	1917
V372813	736.74	.00	HONG, YI	2189
V372814	3,063.54	.00	HURTADO, MARIA	353
V372815	1,002.37	.00	JIMENEZ, GLADIS	434
V372816	1,164.71	.00	LARIZ RUBALCAVA, CARLOS	429
V372817	1,644.53	.00	MARQUEZ PINEDO, ANALISA	3118
V372818	1,731.61	.00	MINIKEY, MOLLY	425
V372819	431.34	.00	MORISON, MATTHEW	243
V372820	2,171.02	.00	NIELSEN, ROSEMARY	3760
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SUNGARD PUBLIC SECTOR  
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TIME: 18:50:57

CITY OF BUENA PARK  
CHECK REGISTER(CONCISE)

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V372824	331.20	.00	RUIZ, ANA	4591
V372825	736.02	.00	SERRATOS, DARIAN	160
V372826	585.32	.00	SOSA, ELIANNA	341
V372827	750.72	.00	TAILOR, DIYA	175
V372828	656.58	.00	VALDEZ, NATALIA	46
V372829	408.20	.00	VEGA-MATA, PEDRO	278
V372830	681.50	.00	ZAZUETA, RYAN	267
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***FAIR HOUSING MONTH  
APRIL 2024***

- WHEREAS, one of the greatest freedoms enjoyed by Americans is the freedom to live in a home of one's choice; and,***
- WHEREAS, this promise is made to us by the Nation's Fair Housing Law which requires that all people be treated equally in connection with sale or rental of housing, regardless of race, color, national origin, sex, gender identity, disability, sexual orientation, marital status, age, familial status or religion; and,***
- WHEREAS, this year marks the 56<sup>th</sup> anniversary of the Federal Fair Housing Act, the original legislation targeting the elimination of housing discrimination in America; and,***
- WHEREAS, since the adoption of the fair housing legislation in April 1968, April has been designated as Fair Housing Month. Each year the U.S. Department of Housing and Urban Development and the Fair Housing Foundation organize events and activities during this month to focus attention on the issue of equal opportunity in housing; and,***
- WHEREAS, April is Fair Housing Month throughout the nation. We are asking each resident of the City of Buena Park to support efforts to put into practice the principles of freedom, justice, and equality upon which this great nation was founded.***

***NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby proclaim April 2024 as Fair Housing Month.***

***PASSED AND ADOPTED this 9th day of April 2024.***

***Susan Sonne  
Mayor***

***Joyce Ahn  
Vice Mayor***

***Arthur C. Brown  
Council Member***

***José Trinidad Castañeda.  
Council Member***

***Connor Traut  
Council Member***

**NATIONAL LIBRARY WEEK**  
**APRIL 7-13, 2024**

- WHEREAS,** *libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life; and,*
- WHEREAS,** *libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and,*
- WHEREAS,** *libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships; and,*
- WHEREAS,** *libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs; and,*
- WHEREAS,** *libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and,*
- WHEREAS,** *libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow*
- WHEREAS,** *libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations; and,*
- WHEREAS,** *libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all; and,*
- WHEREAS,** *libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week.*

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK** *does hereby recognize April 7-13, 2024 as National Library Week in the City of Buena Park, and during this week, we encourage all residents to visit their library to celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!*

**PASSED AND ADOPTED** *this 9<sup>th</sup> day of April 2024.*

**Susan Sonne**  
**Mayor**

**Joyce Ahn**  
**Vice Mayor**

**Arthur C. Brown**  
**Council Member**

**José Trinidad Castañeda**  
**Council Member**

**Connor Traut**  
**Council Member**

**PROCLAMATION RECOGNIZING APRIL 2024 AS AUTISM ACCEPTANCE MONTH**

Meeting	Agenda Group
Tuesday, April 9, 2024, 5:00 PM	CONSENT CALENDAR      Item: 4E
Presented By	Prepared By
Angelica Lopez, Administrative Assistant	Angelica Lopez, Administrative Assistant
Approved By	
Aaron France, City Manager	

**RECOMMENDED ACTION**

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Approve Proclamation.

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**Attachments**

Autism Acceptance Month 2024.pdf

**AUTISM ACCEPTANCE MONTH**

- WHEREAS,** *autism and other types of neurodiversity are quite common in our society, an estimated 1 in 44 children and more than 5 million adults, in the United States, are autistic; and,*
- WHEREAS,** *autism is a neurological difference that can impact a person's social skills, communication, relationships, perspective, and self-regulation; and,*
- WHEREAS,** *autistic people can have differences in communication, hearing delays, or sensitivities in physical and visual stimuli that can contribute to autistic people being misunderstood in our society; and,*
- WHEREAS,** *there are many common misconceptions on what it means to be autistic; and,*
- WHEREAS,** *functioning labels, such as high or low functioning autism, are not helpful and can cause harm, as autism is not a line of least-to-most autistic, but is a spectrum of abilities that vary for each autistic person; and,*
- WHEREAS,** *intersectional factors of sex, race, gender identity, sexual orientation, class, and other indicators of difference can contribute to barriers in discussions of autism acceptance and diagnosis; and,*
- WHEREAS,** *autistic people have identified firsthand what is important in their own therapies, including promoting positive outcomes, preventing harm to people with disabilities, protecting people's autonomy, advocating for inclusion, being sensitive to past trauma, and supporting cultural competency; and,*
- WHEREAS,** *autistic people are capable members of our society and contribute in many meaningful ways; and,*
- WHEREAS,** *many autistic people are proud to be autistic, citing common autistic features such as attention to detail, deep focus, observational skills, creativity, accepting of others' differences, a commitment to integrity and loyalty, unique thought processes that lead to novel approaches and innovations, and more; and,*
- WHEREAS,** *neurodiversity should be a valued and celebrated aspect of our community's diversity, autistic and other neurodivergent people should be accepted and included in society, and more work is needed to encourage acceptance of neurodiversity that exists in our communities; and,*
- WHEREAS,** *the City is committed to making Buena Park a safe, inclusive, and welcoming place where people of all physical, mental, and sensory abilities belong.*

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK** *does hereby declare April 2024 as Autism Acceptance Month and joins self-advocates, family members, caregivers, medical professionals, and dedicated organizations across our state in raising awareness, celebrating the numerous ways individuals with Autism Spectrum Disorder enhance the quality of our communities and enrich our world, fostering acceptance, and working together to create a more welcoming and inclusive environment for all.*

**PASSED AND ADOPTED** *this 9th day of April 2024.*

**Susan Sonne**  
**Mayor**

**Joyce Ahn**  
**Vice Mayor**

**Arthur C. Brown**  
**Council Member**

**José Trinidad Castañeda.**  
**Council Member**

**Connor Traut**  
**Council Member**

**DMV – DONATE LIFE MONTH  
APRIL 2024**

- WHEREAS,** *organ, eye, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and,*
- WHEREAS,** *more than 100,000 individuals nationwide and more than 20,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting; and,*
- WHEREAS,** *the need for donated organs is especially urgent in Hispanic, Latino, and African American communities; and,*
- WHEREAS,** *a single individual’s donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; and,*
- WHEREAS,** *donation of tissue can save and heal the lives of more than 75 others; and,*
- WHEREAS,** *organ donors saved more than 46,000 lives last year, the most ever; and,*
- WHEREAS,** *any person can register to be an organ, eye and tissue donor regardless of age or medical conditions; and,*
- WHEREAS,** *being a registered donor does not impact the quality of life-saving medical care a person receives in an emergency; and,*
- WHEREAS,** *California residents can sign up with the Donate Life California Donor Registry online at any time by visiting [www.donateLIFecalifornia.org](http://www.donateLIFecalifornia.org) or, for Spanish-speakers, [www.doneVIDAcalifornia.org](http://www.doneVIDAcalifornia.org); and,*
- WHEREAS,** *California residents can sign up to be an organ, eye and tissue donor when applying for or renewing their driver’s licenses or ID cards at the California Department of Motor Vehicles; and,*
- WHEREAS,** *California residents interested in saving a life through living kidney donation may visit [www.LivingDonationCalifornia.org](http://www.LivingDonationCalifornia.org).*

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK** *does hereby recognize the month of April 2024, as “DMV/Donate Life Month” in the City of Buena Park, and encourage our citizens to check “YES!” online, or when applying for or renewing their driver’s license or I.D. card at the DMV.*

**PASSED AND ADOPTED** *this 9<sup>th</sup> day of April 2024.*

**Susan Sonne  
Mayor**

**Joyce Ahn  
Vice Mayor**

**Arthur C. Brown  
Council Member**

**José Trinidad Castañeda  
Council Member**

**Connor Traut  
Council Member**

**AGREEMENT WITH THE CITY OF FULLERTON FOR THE WATER MAIN INTERCONNECT (MAGNOLIA AVENUE)  
PROJECT**

Meeting	Agenda Group
Tuesday, April 9, 2024, 5:00 PM	CONSENT CALENDAR Item: 4G
Presented By	Prepared By
Jason Tran, E.I.T., Assistant Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	

**RECOMMENDED ACTION**

1) Approve a water main interconnect agreement with the City of Fullerton; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

**DISCUSSION**

The recently developed tract adjacent to the intersection of Magnolia Avenue and Orangethorpe Avenue is currently fed by one water main. However, a water main interconnect with the City of Fullerton would benefit the City in terms of providing an additional water supply. This water supply would be necessary in scenarios where fire flow conditions need to be met, pressure loss can be corrected, or when a water main break occurs. The proposed water main interconnect would benefit only the City of Buena Park.

It would be the benefit of the City of Buena Park to enter into a cooperative agreement with the City of Fullerton to design, construct, and operate a water main interconnect. Buena Park will be taking the lead role in coordination, design, construction, and administration. The associated construction cost is estimated to be \$560,000, including contingency. This project requires administration of the Community Workforce Agreement (CWA), the cost of which will be determined after construction bidding is complete.

Staff recommends entering into a cooperative agreement with the City of Fullerton to move forward with the design and construction of a new water main interconnect. Construction is anticipated to begin in summer 2024.

The agreement has been reviewed by the City Attorney as well as the City of Fullerton.

**BUDGET IMPACT**

The City's estimated construction cost for this project is \$560,000, including contingency. This project is budgeted as a Capital Improvement Project and will be funded by the Water Enterprise Fund.

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**Attachments**

1. Location Map.pdf
2. Agreement.pdf



# FULLERTON WATER MAIN INTERCONNECT LOCATION MAP



11/21/2022, 10:33:47 AM

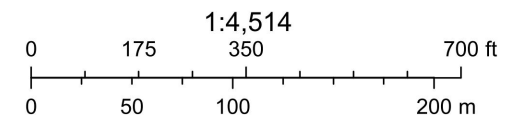
## Water Points

- BLOW OFF VALVE
- COUPLING
- GATE VALVE
- HYDRANT VALVE
- HYDRANT
- TEE
- <all other values>

## Water Lines

- LAT
- MAIN
- Parcels

WORK LIMITS



Orange County Surveyor, Orange County Assessor, Buena Park, NENA, Norm Wray, Buena Park, Applied Geodetics, Bud Larkin, Mike McGee, Norm

Web AppBuilder for ArcGIS

**WATER MAIN INTERCONNECT AGREEMENT (MAGNOLIA AVENUE)  
BETWEEN THE CITY OF BUENA PARK AND THE CITY OF FULLERTON  
BUENA PARK CAPITAL IMPROVEMENT PROJECT NO. 372**

This Water Main Interconnect Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date") by and between the City of Buena Park, a municipal corporation ("BUENA PARK") and the City of Fullerton, a municipal corporation ("FULLERTON"). BUENA PARK and FULLERTON are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

**A. RECITALS.**

**WHEREAS**, BUENA PARK and FULLERTON each own and operate a municipal water system that serve residents and businesses within their respective jurisdictional boundaries.

**WHEREAS**, Magnolia Avenue runs in a "south-north" direction and serves as a jurisdictional boundary between BUENA PARK to the "west" and FULLERTON to the "east," and Orangethorpe Avenue runs in a "east-west" direction and serves as a jurisdictional boundary between BUENA PARK to the "north" and FULLERTON to the "south." Magnolia Avenue and Orangethorpe Avenue intersect at a point one block north of the Interstate-91 Freeway (the "Site").

**WHEREAS**, BUENA PARK desires to construct a water main interconnect between its water system and FULLERTON's water system near the Site, as the interconnect is more specifically detailed in Exhibit A (the "Interconnection"), for the purpose of providing an additional source of water in the event of an extraordinary or emergency disruption of water service to customers of the BUENA PARK water system.

**WHEREAS**, FULLERTON recognizes the mutual benefits of water exchanges between jurisdictions and the Parties desire to enter into this Agreement to govern the installation, operations and maintenance activities of the Interconnection and any water utilized by BUENA PARK by virtue thereof.

**WHEREAS**, the Interconnection will avoid duplication of facilities and provide water service in a cost effective manner to the customers of BUENA PARK and, when necessary, further protect and restore service to BUENA PARK'S customers during extraordinary and emergency conditions.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

**B. AGREEMENT.**

**1. LICENSE FOR INTERCONNECTION.**

FULLERTON hereby grants a license to BUENA PARK to construct the Interconnection at the Site and thereafter own, use, and operate the Interconnection

pursuant to the terms and conditions set forth herein. Except as expressly specified FULLERTON shall not require the payment of any rents, license fees, or monetary consideration of any kind in exchange for this Agreement, 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.

## **2. TERM**

The term of this Agreement shall commence on the Effective Date and continue in full force and effect until terminated pursuant to Section 8 of this Agreement.

## **3. DESIGN AND CONSTRUCTION OF INTERCONNECTION.**

The Interconnection shall be designed and constructed in accordance with the terms and conditions in this section.

A. Lead Agency. BUENA PARK shall serve as the “lead agency” for all purposes related to the Interconnection, including but not limited to the California Environmental Quality Act (CEQA) and labor code compliance, and shall be responsible and exclusively liable for procuring, contracting, managing, and overseeing any and all planning, design, and construction work necessary to complete the Interconnection. BUENA PARK shall solicit and procure all work necessary for the Interconnection in accordance with the requirements of applicable federal and state law and the Buena Park Municipal Code, and shall oversee and manage such work until the Interconnection is accepted as complete by BUENA PARK and FULLERTON.

B. Plans and Specifications. Plans and specifications for the Interconnection are set forth in Exhibit A to this Agreement. Before awarding a contract to construct the Interconnection, BUENA PARK shall provide the final plans and specifications to FULLERTON’s Director of Public Works for approval. Once approved by Fullerton’s Director of Public Works, the Director shall issue a written notice to proceed. Upon completion of construction, As-Built plans and specifications shall replace and supersede Exhibit A to this Agreement.

C. Costs. BUENA PARK shall bear all costs and expenses associated with the design, planning, and construction of the Interconnection. FULLERTON agrees to waive fees associated with any permits needed from FULLERTON to construct the Interconnection.

D. Permits; Compliance with Applicable Laws. At all times during the term of this Agreement, BUENA PARK shall ensure its contractor: (1) has in full force and effect all licenses and permits required of it by law for performance of the Interconnection construction and; (2) complies with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers’ compensation, applicable to constructing the Interconnection.

E. Coordination and Cooperation. To the fullest extent possible FULLERTON and BUENA PARK shall cooperate in performance of this Agreement. The Parties agree to first resolve any conflicts through informal resolution by a meeting of each Party’s Director

of Public Works or his or her designee. BUENA PARK and FULLERTON shall cooperate in good faith in the processing or issuance of any permits needed to construct the Interconnection and shall coordinate in the scheduling of all activities needed to construct the Interconnection. Construction shall only occur during such dates and times as approved in advance by FULLERTON. The Parties may enter into such additional access agreements, encroachment permits, implementation agreements, or memorandums of understanding as deemed necessary to memorialize and document the Parties' respective rights and obligations during the construction of the Interconnection.

F. Prevailing Wage. In accordance with Labor Code Section 1770 *et seq.* and the Charter for the City of Buena Park, the Interconnection is 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.

G. Engineering. During construction, BUENA PARK shall furnish a resident engineer during design and construction of the Interconnection. FULLERTON may, at its expense but without obligation, furnish its own respective engineer for purposes of cooperating and consulting with BUENA PARK's engineer.

H. Construction Contract; Changes. A copy of the executed contract between BUENA PARK and contractor selected to construct the Interconnection shall be provided to FULLERTON before commencement of work. BUENA PARK may approve contract changes deemed necessary or advisable provided that any change which deviates from the plans and specifications approved by FULLERTON must first be approved in writing by FULLERTON's City Engineer.

I. Project Completion. Once construction is commenced, BUENA PARK shall use best efforts to complete the construction in a commercially reasonable time. BUENA PARK shall allow FULLERTON to inspect the Interconnection before accepting the work as complete, and within 45 days after completion and acceptance of the Interconnection by BUENA PARK, its Public Works Director/City Engineer shall notify FULLERTON, in writing, of the date of final completion of the Interconnection.

#### **4. OWNERSHIP, OPERATION AND MAINTENANCE OF INTERCONNECTION**

A. Ownership. BUENA PARK shall own the Interconnection up to the FULLERTON controlled gate valve specifically identified as Part 10 on the plans and specifications set forth in Exhibit A, and FULLERTON shall own all other structures or improvements constructed or placed under or adjacent to the Site (i.e. such as backfill and roadwork) as part of the Interconnection work. Upon termination of this Agreement, BUENA PARK shall at its cost and expense cap, abandon in place, remove, or otherwise retire the Interconnection as directed by FULLERTON. Failure to do so within 90 days of the expiration of termination of this Agreement by BUENA PARK shall be reason for FULLERTON to mobilize their own contractor to cause such work to be performed and BUENA PARK shall reimburse the reasonable documented costs of such work within 60 days.



B. Meter. BUENA PARK shall install one uni-directional meter at the Interconnection that is capable of measuring water from FULLERTON's system through the Interconnection to BUENA PARK's system. Installation and maintenance of the meter shall be performed in accordance with manufacturer recommendations and at the sole and exclusive cost of BUENA PARK. The meter shall be replaced at the frequency required by the manufacturer, or applicable industry standards at the sole and exclusive cost of BUENA PARK.

C. Interconnection Operation and Maintenance. BUENA PARK shall be fully responsible for the inspection, operation, maintenance, and all associated costs and expenses of the Interconnection, including performing both ordinary and extraordinary, foreseen and unforeseen repairs and maintenance including any SCADA (supervisory control and data acquisition) failures and associated costs incurred by FULLERTON; except to the extent the need for repairs, maintenance, or the damage caused by the intentional misconduct or gross negligence of FULLERTON. The FULLERTON gate valve shall be operated by FULLERTON staff only and FULLERTON shall be notified ahead of any maintenance activities with a minimum 24-hour notice. The Operating Representatives (defined below) shall jointly prepare, adopt and regularly update scheduled procedures for the operation and maintenance of the Interconnection. These scheduling procedures shall contain (i) contact information; and (ii) scheduling and communication protocols. FULLERTON shall bear the obligation to repair any damage caused to the Interconnection by the intentional or reckless acts of its employees, contractors, or other agents acting by or at the direction of FULLERTON. In the event of an emergency BUENA PARK shall within 24 hours of receiving notification thereof correct, repair, and make safe the Interconnection, the Site, or any portion thereof that is determined by FULLERTON, in its sole and absolute discretion, to pose an immediate threat to public health and/or safety. Failure to comply may result in FULLERTON ordering or making corrections and/or repairs and BUENA PARK shall reimburse the reasonable costs of such correction and/or repairs within 60 days.

D. Water Supply. FULLERTON will provide water delivery service to BUENA PARK through the Interconnection and BUENA PARK will pay for such water delivery service in accordance with the provisions of this Agreement.

1) Water Supply Requests. If BUENA PARK requires water on a temporary basis in order to protect or restore water service to its customers, BUENA PARK may submit to FULLERTON a written or electronic mail request ("Water Supply Request") for water setting forth: (a) the reason for the request; (b) the estimated amount of water needed; and (c) the commencement date for water deliveries and projected end date. The commencement date, which is included in the Water Supply Request, may include periods prior to FULLERTON'S approval. FULLERTON shall review the request and respond to BUENA PARK within 30 calendar days of the Water Supply Request, except in the case of Emergency Situations. FULLERTON shall supply the requested water in accordance with the Water Supply Request, with any revisions acceptable to BUENA PARK in writing, if FULLERTON determines, in their sole discretion, (i) the water is available for the requested time period; (ii) compliance with the Water Supply Request will not have an adverse economic impact; and (iii) compliance with the Water Supply Request will not result in the impairment of or jeopardize FULLERTON'S system, its customers, or its commitment to third parties.

2) Emergency Supply Request. In the event BUENA PARK requires water in order to protect or restore water service to its customers in an Emergency Situation, BUENA PARK may submit to FULLERTON by electronic mail or in mail to the email addresses or numbers in Section 12 herein a request for water (an "Emergency Supply Request") setting forth: (a) the reason for the request; (b) the estimated amount of water needed; and (c) the commencement date for water deliveries and projected end date, if known. FULLERTON shall immediately review the request and respond to BUENA PARK in a commercially reasonable time unless FULLERTON is unable to respond. FULLERTON shall supply the requested water in accordance with the Emergency Supply Request, with any revisions acceptable to BUENA PARK in writing, if FULLERTON is not prevented from doing so by the Emergency Request and determines, in their sole discretion, (i) the water is available for the requested time period; (ii) compliance with the Emergency Supply Request will not have an adverse economic impact; and (iii) compliance with the Emergency Supply Request will not result in the impairment of or jeopardize FULLERTON'S system, its customers, or its commitment to third parties. Any water deliveries which occur on account of an Emergency Supply Request shall not extend beyond 30 calendar days unless FULLERTON mutually agree in writing to extend the deliveries.

3) Use to meet Fire Flow in Buena Park Service Area. In the event BUENA PARK experiences a pressure drop in the area of its system served by the Interconnection, as determined by Cla-Val pressure control settings, the water provided through the Interconnection is necessary to balance and maintain service to meet fire demands. BUENA PARK may automatically draw water through the Interconnection without advance noticed to FULLERTON; provided that within 24 hours of such use, BUENA PARK shall provide notice of such usage by electronic mail or in mail to the email addresses or numbers in Section 12 (a "Pressure Draw Notice") setting forth: (a) the reason for the water draw; (b) the amount of water used; and (c) the commencement and end date, if known. FULLERTON shall immediately review the request and respond to BUENA PARK in a commercially reasonable time unless FULLERTON is unable to respond. FULLERTON shall supply the requested water in with any revisions acceptable to BUENA PARK in writing, if FULLERTON determines, in their sole discretion, (i) the water is available for the requested time period; (ii) satisfying the Pressure Draw Notice will not have an adverse economic impact; and (iii) satisfying with the Pressure Draw Notice will not result in the impairment of or jeopardize FULLERTON'S system, its customers, or its commitment to third parties. Any water deliveries which occur on account of a Pressure Draw Notice shall not extend beyond 30 calendar days unless FULLERTON mutually agree in writing to extend the deliveries. The Interconnection shall be designed to operate in the manner described in this subsection. The pressure control settings for opening on the Cla-Val shall be agreed upon by both Parties but shall accommodate the common pressure in the Buena Park service area, plus minimum standby pressure needed for fire safety, and a higher pressure setting for emergency water supply due to loss of primary feed to the area. Both Parties shall be physically present and document when changes to the pressure control valve settings are made. If an agreed upon setting cannot be reached, the interconnect shall be closed until one can be agreed upon. Both Parties shall act in good faith in reaching an agreeable setting.

4) Meter Reading. During all applicable months wherein FULLERTON is supplying water, BUENA PARK shall take and record readings of the meters on the

Interconnection ("Monthly Meter Reading") to determine the volume of water deliveries and report the readings to FULLERTON for review and approval by FULLERTON's Operating Representatives.

5) Water Quality. For any water deliveries covered by this Agreement, FULLERTON shall only supply potable water which meets or exceeds the water quality standards of Applicable Law.

6) Billing and Payment. At the end of each calendar month during the Term FULLERTON will review the Monthly Meter Reading. If water was transferred to BUENA PARK during this period, FULLERTON will invoice BUENA PARK for such water delivery at the then-current Metropolitan Water District rate for Full Service Treated non-interruptible water plus 10% ("Service Invoice"). The Service Invoice shall be paid by BUENA PARK within 60 calendar days receipt of the invoice, with penalties and interest due for late payments at the same rate FULLERTON charges other customers.

7) Dispute. In the event a portion of any invoice is disputed due to incorrect delivery volume, the Parties agree that the entire invoice, including the disputed amount shall be paid when due. Within 30 calendar days of the payment of the invoice, the Parties shall informally meet and confer to resolve the payment dispute prior to invoking Section 6. If the Parties resolve the payment dispute and determine that BUENA PARK was overcharged, the amount of overpayment shall be refunded within 30 calendar days of the determination with interest accrued at the rate of one percent (1%) per month, computed after 30 calendar days of determination.

E. Non-Interference. BUENA PARK understands and agrees that the Site and Interconnection are being sited under, upon, or adjacent to the public right-of-way and will utilize best efforts to minimize negative impacts on pedestrian and vehicular traffic during construction, repairs, and operations of the Interconnect and on the Site.

F. Damage to Site or Right-of-Way. BUENA PARK shall, at its sole expense, repair and repair any damage to the Site or public right-of-way arising or resulting from BUENA PARK's construction of the Interconnection or activities or operations on the Site.

## **5. AUDIT.**

Either Party may request an audit of the other Party's records related to invoices prepared pursuant to this Agreement and to designate a representative(s) to examine any cost, payment, claim or any other records or procedures related to this Agreement. Any such audit(s) would be done at reasonable times with the full cooperation of the other Party. The Party, who requests the audit, shall be solely responsible for the costs of the audit. The right to audit shall be extended to three years beyond the Term, or longer if required by law. The Parties agree to retain all necessary records/documentation for the entire length of this audit period. Any required adjustments and/or payments resulting from the audit will be made within 30 days of written notification to the responsible Party. This section shall survive the termination or expiration of this Agreement.

## **6. DISPUTE RESOLUTION.**

The Parties agree to make a diligent good-faith attempt to resolve any claim, controversy or dispute arising out of this Agreement ("Disputes"). Authorized representative shall be selected by each party to resolve Disputes. If the authorized representatives of the Parties are unable to resolve a Dispute arising within 30 calendar days after notice from one Party to the other, such Dispute will be submitted promptly to the senior executive officers of the Parties, who will meet, in person or by telephone, not later than 10 calendar days after the date such Dispute was submitted to them. In the event the Parties' officers cannot resolve the Dispute within 10 calendar days after the matter is submitted to them, the Parties shall promptly submit the Dispute to mediation. Each Party shall bear its own costs of mediation. If mediation does not result in settlement within 45 calendar days after the matter is submitted to mediation, either Party may file legal action for a court determination of the Dispute.

## **7. ADMINISTRATION.**

A. Authority. The Director of Public Works for each Party, or his/her designee, shall be the "Operating Representative" of each Party and is authorized, to, as applicable: (a) issue written notices, invoices, and other documents; (b) request, approve, reject, consent, deny, elect or otherwise make determinations when that Party is authorized to take such actions under this Agreement including requesting, issuing, approving, or denying Water Supply Requests or Emergency Supply Requests. The Operating Representative of each Party may designate any staff member or members to perform any of the foregoing, except for termination of this Agreement. The Operating Representative is not authorized to amend the terms of this Agreement or terminate this Agreement.

A. Cooperation. The Operating Representatives, or their designee(s), shall jointly and in cooperation with the other Operating Representative to: (i) establish operating procedures for the Interconnection; (ii) coordinate the inspection, operation, and maintenance of the Interconnection; and (iii) perform such other actions expressly set forth in this Agreement.

## **8. TERMINATION.**

Following completed construction of the Interconnect, BUENA PARK may terminate this Agreement with or without cause at any time upon one year's days written notice to FULLERTON, provided BUENA PARK satisfies its obligations under Section 4.A to cap, abandon in place, remove, or otherwise retire the Interconnection as directed by FULLERTON. FULLERTON may only terminate this Agreement upon a material breach by BUENA PARK and after complying with Section 6, or upon a showing of good cause that: (a) termination of this Agreement is reasonably necessary to protect the best interests of FULLERTON and; (b) relocation of the Interconnection as contemplated in Section 24 is not reasonably feasible.

## **9. SUCCESSORS AND ASSIGNS.**

This Agreement is binding on and shall inure to the benefit of the Parties and their respective heirs, successors (including, successor owners), permitted assigns and representatives.



## **10. FORCE MAJEURE**

If a Party, because of "Force Majeure," is rendered wholly or partly unable to perform its obligations when due under this Agreement, that Party (the "Claiming Party"), will be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided, the Claiming Party must, within 14 calendar days after the initial occurrence of the claimed Force Majeure, give the other Party written notice describing the particulars of the occurrence. The suspension of the Claiming Party's performance due to Force Majeure will be of no greater scope and of no longer duration than is required by the Force Majeure. When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt written notice to that effect. Either Party may terminate this Agreement on written notice, which will be effective five business days after such Notice is provided, if an event of Force Majeure extends for more than 365 calendar days. For purposes of this section "Force Majeure" means any occurrence that, in whole or in part, delays a Party's performance under this Agreement or causes a Party to be unable to perform its obligations, and is not within the control of that Party, including an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute.

## **11. INDEMNIFICATION AND INSURANCE**

A. To the fullest extent permitted by law, BUENA PARK shall defend, indemnify and hold harmless FULLERTON, its elected officials, officers, agents, employees, and designated volunteers from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by FULLERTON, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation (collectively "Claims"), 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 the action or inaction, negligence, or willful misconduct of BUENA PARK arising from its use, occupancy, operations, or activities on the Site or related to its performance of this Agreement, except to the extent such Claims arise from the sole negligence or willful misconduct of FULLERTON, its officers, employees, and agents. All obligations under this provision are to be paid by BUENA PARK as they are incurred by FULLERTON.

B. As of the Effective Date, BUENA PARK has provided evidence to FULLERTON of insurance coverage in the amounts and of types that are acceptable to FULLERTON. BUENA PARK shall maintain such insurance coverage throughout the term of this Agreement and FULLERTON shall be added as an additional insured. During the term of this Agreement BUENA PARK shall provide FULLERTON with evidence of such coverage upon request, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

C. BUENA PARK's indemnification obligations hereunder should be separate from the insurance requirements. BUENA PARK's obligation to indemnify FULLERTON

shall not in any way be reduced or limited by the limits of any policies of insurance required by this Agreement.

D. Before commencement of any work, and until the Interconnection is accepted as complete by both BUENA PARK and FULLERTON, BUENA PARK shall require all contractors performing work on the Interconnection to obtain and maintain the following insurance:

1. Commercial General Liability with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit coverage per occurrence against bodily injury, personal injury, or property damage which may occur as a result of wrongful or negligent acts by BUENA PARK, its officers, employees, agents, and independent contractors or BUENA PARK's use, occupancy and operations on the Site, such limit may be satisfied by a combination of primary and umbrella policies. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit;

2. Automobile Liability with a minimum combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. Such insurance shall include coverage for owned, hired and non-owned automobiles; and

3. Workers' Compensation as required by law.

E. All policies of insurance described in this Section 11 shall name FULLERTON as an additional insured and completed policy endorsements and certificates shall be filed with FULLERTON on or before the commencement of work on the Interconnection, which shall be subject to the approval of FULLERTON. Thereafter current endorsements shall be maintained on file with FULLERTON as follows:

1. Commercial General Liability, Business Automobile Liability Policies.

a. FULLERTON, its officers, officials, employees, and volunteers are to be covered as an additional named insured as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of contractor; premises owned, occupied or used by contractor; or automobiles owned, leased, hired, or borrowed by contractor.

b. The insurance coverage shall be primary insurance as respects the FULLERTON, its elected and appointed officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by FULLERTON, its officers, elected and appointed officials, agents, employees, or volunteers shall be excess of the policy holder's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the FULLERTON, its officers, officials, agents, employees, or volunteers.

d. The policy holder's insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation. The insurer shall agree to waive all rights of subrogation against FULLERTON, its officers, elected and appointed officials, agents, employees, and volunteers for losses arising from work performed by FULLERTON, its officers, agents, employees, and independent contractors.

3. All Coverages. Each of the insurance policies required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to FULLERTON.

4. Deductibles. Any deductible or self-insured retention must be declared to and approved by FULLERTON.

## **12. NOTICES.**

Notices permitted or required to be provided pursuant to this Agreement shall be sent to the addresses below. By notice to the other Party, either Party may change the address specified above. Service of notice or communication shall be complete, if personally served, when received at the designated address, or five calendar days after deposit of said notice or communication in the United States mail, postage prepaid, whichever occurs first.

### **BUENA PARK**

City of Buena Park  
Director of Public Works/ City Engineer  
6650 Beach Boulevard  
Buena Park, California 90621-5009  
Email: \_\_\_\_\_

### **FULLERTON**

City of Fullerton  
Public Works Director  
303 West Commonwealth Avenue  
Fullerton, California 92832  
Email: maintenance@cityoffullerton.com  
Phone: 714-738-6897

## **13. WAIVER**

A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

#### **14. INTEGRATED CONTRACT**

This Agreement and the Exhibits hereto contain the entire agreement of the Parties with respect to the matters covered hereby, and no agreement, statement or promise made by either any Party which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

#### **15. CONFLICTS OR INCONSISTENCIES**

In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits, or any other attachments attached hereto, the terms of this Agreement shall govern.

#### **16. INTERPRETATION**

Each Party acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter this Agreement. The provisions of this Agreement shall be interpreted to give effect to their fair meaning and shall be construed as prepared by both Parties.

#### **17. REPRESENTATION**

Each of the Parties expressly acknowledges and represents that it has been represented by counsel in the negotiations culminating in this Agreement, and that it has read this Agreement, reviewed the same with counsel, and fully understands the meaning and effect of each and every provision of this Agreement.

#### **18. AMENDMENTS**

This Agreement may be modified or amended only by a written document executed by all of the Parties.

#### **19. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **20. REMEDIES CUMULATIVE**

The remedies given to the Parties herein shall be cumulative and are given without impairing any other rights given the Parties by statute or law now existing or hereafter enacted and the exercise on any one remedy by any Party shall not exclude the exercise of any other remedy.

## **21. NO THIRD PARTY BENEFICIARIES**

The Parties intend that neither rights nor remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

## **22. CONTROLLING LAW AND VENUE**

The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

## **23. AUTHORITY**

Each individual executing this Agreement, on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms.

## **24. RELOCATION**

A. If FULLERTON determines it necessary to relocate the Interconnection, Fullerton will have the right, subject to the following provisions, and exercisable at any time after the first five (5) years of the Term, to relocate the Interconnection, or any part thereof, to an alternate location (the "Relocation Site"); provided, however, that: (a) all costs and expenses associated with or arising out of such relocation (including, without limitation, costs associated with any required zoning approvals and other governmental approvals, costs for tests of the Relocation Site, etc.) shall be paid by FULLERTON; (b) such relocation will be performed exclusively by BUENA PARK or its agents; (c) such relocation will not unreasonably result in any interruption of the service to BUENA PARK; and (d) such relocation will not impair, or in any manner alter, the ability of BUENA PARK to construct and operate the Interconnection on and from FULLERTON's water system. FULLERTON will exercise its relocation right by delivering written notice pursuant to the terms of this Agreement to BUENA PARK. FULLERTON and BUENA PARK hereby agree that the parties will enter into an amendment to this Agreement to memorialize the Relocation Site and that the Relocation Site shall be considered the Site for all purposes hereunder.

(a) If in BUENA PARK's reasonable judgement no suitable Relocation Site can be found, BUENA PARK shall have the right to terminate this Agreement pursuant to Section 8 of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their authorized officers.

CITY OF BUENA PARK

\_\_\_\_\_  
Aaron France, City Manager

CITY OF FULLERTON

\_\_\_\_\_  
Eric Levitt, City Manager

Exhibit "A"

*Depiction of Site and Interconnect*

REFERENCE BUENA PARK ENGINEERING PLANS FOR WATER MAIN INTERCONNECT PROJECT, MAGNOLIA AVENUE, PROJECT NO. 372, BID NO. 2024-02, DATED \_\_\_\_\_. A true and correct copy of said plans are on file in the City of Buena Park Department of Public Works located at \_\_\_\_\_.

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**FINAL PAYMENT FOR THE DEMOLITION OF SEVERAL CITY-OWNED PROPERTIES ALONG BEACH BOULEVARD**

Meeting	Agenda Group
Tuesday, April 9, 2024, 5:00 PM	CONSENT CALENDAR      Item: 4H
Presented By	Prepared By
Jason Tran, E.I.T., Assistant Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	

**RECOMMENDED ACTION**

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1) Accept project as complete and approve final payment to Tim Greenleaf Engineering, Inc. in the amount of \$113,463.73; and, 2) Authorize the Public Works Department to file a Notice of Completion.

**PREVIOUS CITY COUNCIL ACTION**

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On February 13, 2024, the City Council authorized the use of informal bidding procedures and approved a contract with Tim Greenleaf Engineering, Inc. in the amount of \$240,000 (including the contingency amount of \$27,365.70).

**DISCUSSION**

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The demolition of several City-owned properties along Beach Boulevard Project has been completed. One site, a City-owned property along Beach Boulevard, north of La Palma Avenue, was formerly comprised of the partially constructed Butterfly Palladium and former Starbucks Coffee building. Another site, a property at 7860 Western Avenue, is located off of Western Avenue, west of Beach Boulevard and included the former Hurlbut Barn. These buildings remain vacant despite the businesses closing down. In the recent past, transients have broken into the buildings, camped inside, took showers in bathrooms, and created a variety of safety issues. The problems have become recurrent and led to public nuisance issues. Last Thanksgiving, a fire broke out in the barn building and Orange County Fire Authority firefighters battled the blaze that destroyed the vacant two-story barn and burnt down one-third of the property. The property remained in a general state of disrepair until demolition. The demo project included demolishing the existing buildings, concrete masonry walls, foundations, and fire damaged structures.

The contractor has submitted a bill for work completed as of March 25, 2024. All items, quantities, and prices have been checked and found to be in accordance with the contract documents. The final contract cost for this project is \$218,447. The approved contract amount was \$240,000 (including \$27,365.70 contingency amount). The final contract cost is \$21,553 (or about 9%) below the approved contract budget. The total retention is in the amount of \$10,922.35, and will be released following the expiration of the 35-day lien period. At this time, the final payment will be issued in the amount of \$113,436.73. An analysis of expenditures is listed in Appendix "A."



## **BUDGET IMPACT**

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The final cost of the project is \$218,447. This project is funded 50% by the Economic Development Fund (Account No. 12-6240-632110) and 50% by insurance proceedings.

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## **Attachments**

Memo to Finance.pdf

Final Report

Appendix A

Final Invoice 7860 Western Ave

Final Invoice 7711-7733 Beach Blvd



*City of*  
**BUENA PARK**

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**MEMORANDUM**  
**Department of Public Works**

DATE: March 12, 2024

TO: Adrian Garcia, Fiscal Services Manager

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

SUBJECT: DEMOLITION OF SEVERAL CITY-OWNED PROPERTIES PROJECT

Amount: \$113,463.73 Account No.: 12-6240-632110

Purchase Order: 240404

Contractor: TIM GREENLEAF ENGINEERING, INC.  
16652 BURKE LANE  
HUNTINGTON BEACH, CA 92647

Payment Processed on Warrant Register: 04/25/2024

**RECOMMENDATION**

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

**CERTIFICATION**

This is to certify that the subject project has been completed satisfactorily. The contractor has submitted final bill for the completed work and is entitled to total to date payment in the amount of \$119,435.50 less 5% retained (attached). Bid items, quantities and prices have been checked through this department and are found to be accurate in accordance with the contract documents. A copy of the final report is attached for your file. A "Notice of Completion" will be filed by the Public Works upon approval of the City Council, and following the expiration of the 35-day lien period; the 5% retention will be released to the contractor. Final Payment represents 100% completion to date.

C: Gloria Hernandez, Account Clerk  
Jason Tran, Assistant Engineer

**Capital Improvement Project Final Report**

PROJECT		CONTRACTOR	
DEMOLITION OF SEVERAL CITY-OWNED PROPERTIES		TIM GREENLEAF ENGINEERING, INC.	
CONTRACT DATES		CONTRACT COSTS	
Contract Awarded:	02/13/2024	Original Project Cost:	\$212,634.30
Notice to Proceed:	03/04/2024	Contingency:	\$27,365.70
Work Completed:	03/25/2024	Total Budget:	\$240,000.00
		Contract Adjustment:	\$5,812.70
		Total Project Cost:	\$218,447.00
CONTRACTOR RATING			
The contractor completed all phases of work in an expedient and satisfactory manner.			

There are city-owned properties along Beach Boulevard, north of La Palma Avenue, that formerly comprised of the permanently closed Movieland Wax Museum and Starbucks Coffee. The property on 7860 Western Avenue is located off of Western Avenue, west of Beach Boulevard and comprises of the Hurlbut Barn. This project included demolishing the existing buildings, concrete masonry walls, foundations, and fire damaged structures.

On February 13, 2024, Council authorized the use of informal bidding procedures and approved a construction contract with Tim Greenleaf Engineering, Inc. in the amount of \$212,634.30.

Following contract execution, construction began on March 4, 2024. The contractor accomplished all work, including punch list items.

**CONTRACT CHANGE ORDER:**

1. Per an Asbestos Containing Building Materials Survey report, staff identified asbestos material located in the roof mastic of the vacant Starbucks building. Asbestos abatement work was required to proceed with demolition. The cost associated with this change order is \$2,180.00.
2. Existing fencing remained at the 7860 Western Ave property at the Barn. Staff determined it would be appropriate to remove this fencing to provide a clear view of the vacant lot. The cost associated with this change order is \$5,676.00.

**QUANTITY ADJUSTMENT:**

Quantity Increases:	Various items of work:	\$0.00
Quantity Decreases:	Various items of work:	\$2,043.30

Page: 2 of 2  
Date: April 9, 2024  
Subject: Project Final Report

### CONTRACT COSTS

The final quantities resulted in a total contract cost of \$218,447.00. This represents \$21,553.00, or about 9% below the approved contract budget of \$240,000.00 (contract amount with contingency). An analysis of project costs is included as Appendix "A".

### CONCLUSION

It is hereby recommended that the City Council accept the project as complete and turn the public facility over to City forces for maintenance and operation.

### CONCLUSION

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

Prepared by: Jason Tran, Assistant Engineer

Approved by: Mina Mikhael, Director of Public Works/City Engineer



*City of*  
**BUENA PARK**  
DEPARTMENT OF PUBLIC WORKS

**APPENDIX "A"**

**DEMOLITION OF SEVERAL CITY-OWNED PROPERTIES PROJECT**

**CONTRACT**

Original Contract Amount	\$212,634.30
Council Approved Contingency Funds	\$27,365.70
Approved Contract Amount	<b>\$240,000.00</b>

**CONTRACT ADJUSTMENTS**

**Contract Change Orders**

1. Asbestos Removal for the Starbucks Building	\$2,180.00
2. Fence Removal at the 7860 Western Ave Property	\$5,676.00

**Quantity Adjustments**

Increases	\$0.00
Decreases	-\$2,043.30
Total	<b>-\$2,043.30</b>

<b>Total Contract Adjustments</b>	<b>\$5,812.70</b>
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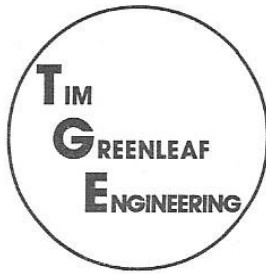
**CONTRACT EXPENDITURES**

Value of Work Done Previously	\$99,011.50
Value of Work Done This Period	\$119,435.50
Subtotal	<b>\$218,447.00</b>
Less Total Retention	\$10,922.35
Less Previous Payments	\$94,060.92
<b>Total amount Due This Payment</b>	<b>\$113,463.73</b>

**PROJECT SUMMARY**

Original Contract Amount	\$212,634.30
Total Contract adjustment	\$5,812.70
Revised Contract	<b>\$218,447.00</b>

Cost of Work Completed to Date	\$218,447.00
Amount Below the Contract Amount	<b>\$21,553.00</b>
Percentage Under the Contract Amount	<b>9%</b>



Greenleaf Engineering, Inc.  
18685 Main St., A-371  
Huntington Beach, CA 92648  
Ph. (714) 847-2700, Fax (714) 847-2733  
Contractor Lic. #789510

## INVOICE

Date	Invoice #
3/27/2024	10331
Job #	2024-023

Bill to:
City of Buena Park

Job Location:
7860 Western Ave, 7711-7733 Beach Blvd.

Description	Amount
<b><u>7860 Western - Barn</u></b>	
Demolition & Disposal, remaining	\$ 26,668.50
Demo and remove existing slab	\$ 33,904.00
(Less 5% Retention)	\$ (3,028.63)

<b>Total Due:</b>	<b>\$ 57,543.88</b>
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To(OWNER): City of Buena Park

Project: 7860 Western Ave.  
7860 Western Ave.  
Buena Park, CA 90620

Application No: 2  
Invoice No: 10331  
Period To: 3/31/2024

From: Tim Greenleaf Engineering  
18685 Main Street A-371  
Huntington Beach, CA 92648

Via(Architect):

Architect's  
Project No: 2024-023  
Invoice Date: 3/27/2024  
Contract Date:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....	\$	218,447.00
2. Net change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$	218,447.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	218,447.00
5. RETAINAGE.....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	218,447.00
(Line 4 less Line 5)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	99,011.50
(Line 6 from prior Certificate)		
8. SALES TAX.....	\$	0.00
9. CURRENT PAYMENT DUE.....	\$	119,435.50
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	0.00
(Line 3 less Line 6)		

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	<u>7860 Western Ave - Barn</u>								
1	01.01: Asbestos Abatement	14,850.00	14,850.00	0.00	0.00	14,850.00	100	0.00	0.00
2	01.02: Demolition and disposal	53,337.00	26,668.50	26,668.50	0.00	53,337.00	100	0.00	0.00
3	01.03: Demo and remove existing slab	33,904.00	0.00	33,904.00	0.00	33,904.00	100	0.00	0.00
4	01.04: .	0.00	0.00	0.00	0.00	0.00	**	0.00	0.00
		102,091.00	41,518.50	60,572.50	0.00	102,091.00	100	0.00	0.00
	<u>7711-7733 Beach Blvd</u>								
5	02.01: Area A - Demo and remove offsite existing CMU walls	74,187.00	37,093.50	37,093.50	0.00	74,187.00	100	0.00	0.00
6	02.02: Area B - Demo and remove existing building	32,187.00	16,093.50	16,093.50	0.00	32,187.00	100	0.00	0.00
7	02.03: Performance / Payment Bonds	2,126.00	2,126.00	0.00	0.00	2,126.00	100	0.00	0.00
		108,500.00	55,313.00	53,187.00	0.00	108,500.00	100	0.00	0.00
8	02.04: COR#1-Asbestos Abatement roof	2,180.00	2,180.00	0.00	0.00	2,180.00	100	0.00	0.00
9	02.05: COR#2 - Fence Removal	5,676.00	0.00	5,676.00	0.00	5,676.00	100	0.00	0.00
	Totals	218,447.00	99,011.50	119,435.50	0.00	218,447.00	100	0.00	0.00

## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

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### Identifying Information

Name of Claimant: Tim Greenleaf Engineering, Inc.

Name of Customer: City of Buena Park

Job Location: 7860 Western Ave. , 7711-7733 Beach Blvd. , Buena Park CA 90620

Owner:

Through Date: 3/31/2024

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### Conditional Waiver and Release

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

Maker of Check: City of Buena Park

Amount of Check: \$ 113,463.73

Check Payable to: Tim Greenleaf Engineering, Inc.


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### Exceptions

This document does not affect any of the following:

- (1) Retentions.
  - (2) Extras for which the claimant has not received payment.
  - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: 3/6/2024  
Amount(s) of unpaid progress payment(s): \$ 94,060.92
  - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
- 

### Signature

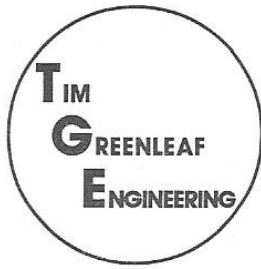
Claimant's Signature: 

Claimant's Title: President

Date of Signature: 3/27/2024

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Greenleaf Engineering, Inc.  
18685 Main St., A-371  
Huntington Beach, CA 92648  
Ph. (714) 847-2700, Fax (714) 847-2733  
Contractor Lic. #789510

## INVOICE

Date	Invoice #
3/25/2024	10331 - Beach Blvd.
Job #	2024-023

**Bill to:**

City of Buena Park

**Job Location:**

7860 Western Ave,  
7711-7733 Beach Blvd.

Description	Amount
<b><u>7711-7733 Beach Blvd.</u></b>	
7711-7733 Beach Blvd. Area A - Demo and remove offsite existing CMU walls, Remaining	\$ 37,093.50
7711-7733 Beach Blvd. Area B - Demo and remove existing building, Remaining	\$ 16,093.50
7711-7733 Beach Blvd. COR#2 - Fence Removal	\$ 5,676.00
(Less 5% Retention)	\$ (2,943.15)

<b>Total Due:</b>	<b>\$ 55,919.85</b>
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To(OWNER): City of Buena Park

Project: 7860 Western Ave.  
7860 Western Ave.  
Buena Park, CA 90620

Application No: 2  
Invoice No: 10331  
Period To: 3/31/2024

From: Tim Greenleaf Engineering  
18685 Main Street A-371  
Huntington Beach, CA 92648

Via(Architect):

Architect's  
Project No: 2024-023  
Invoice Date: 3/27/2024  
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Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....	\$ 218,447.00
2. Net change by Change Orders.....	0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$ 218,447.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 218,447.00
5. RETAINAGE.....	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$ 218,447.00
(Line 4 less Line 5)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 99,011.50
(Line 6 from prior Certificate)	
8. SALES TAX.....	\$ 0.00
9. CURRENT PAYMENT DUE.....	\$ 119,435.50
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 0.00
(Line 3 less Line 6)	

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
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7	02.03: Performance / Payment Bonds	2,126.00	2,126.00	0.00	0.00	2,126.00	100	0.00	0.00
		108,500.00	55,313.00	53,187.00	0.00	108,500.00	100	0.00	0.00
8	02.04: COR#1-Asbestos Abatement roof	2,180.00	2,180.00	0.00	0.00	2,180.00	100	0.00	0.00
9	02.05: COR#2 - Fence Removal	5,676.00	0.00	5,676.00	0.00	5,676.00	100	0.00	0.00
	Totals	218,447.00	99,011.50	119,435.50	0.00	218,447.00	100	0.00	0.00

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### Identifying Information

Name of Claimant: Tim Greenleaf Engineering, Inc.

Name of Customer: City of Buena Park

Job Location: 7860 Western Ave. , 7711-7733 Beach Blvd. , Buena Park CA 90620

Owner:

Through Date: 3/31/2024

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### Conditional Waiver and Release

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

Maker of Check: City of Buena Park

Amount of Check: \$ 113,463.73

Check Payable to: Tim Greenleaf Engineering, Inc.


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### Exceptions

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  - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: 3/6/2024  
Amount(s) of unpaid progress payment(s): \$ 94,060.92
  - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
- 

### Signature

Claimant's Signature: 

Claimant's Title: President

Date of Signature: 3/27/2024

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**RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP TIER 1 GRANT PROGRAM, UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CATCH BASIN CPS-MOD AND ARS-CL SCREEN PROJECT**

Meeting	Agenda Group
Tuesday, April 9, 2024, 5:00 PM	CONSENT CALENDAR Item: 4I
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 authorizing an application for funds for the Environmental Cleanup, Tier 1 Grant Program under Orange County Local Transportation Ordinance No. 3 for the Catch Basin CPS-Mod and ARS-CL Screen Project.

**PREVIOUS CITY COUNCIL ACTION**

The City Council has approved similar resolutions in the past for previous OCTA grant applications.

**DISCUSSION**

The City has utilized OCTA grant funding in past years to install screens on catch basins throughout the City. To date, approximately 85% of catch basins in the City have screens. This grant would fund 80% of a project to install screens on the remaining 15% of catch basins that do not have screens. The installation would bring the City closer to fulfilling its state-mandated goal of full-capture of trash and debris on its storm drain system. Moreover, utilizing OCTA grant funding for this project will provide significant savings to the City.

If awarded this grant, the City is required to match 20% of OCTA funds upfront during the construction phase.

**BUDGET IMPACT**

The City's proposed Catch Basin CPS-Mod & ARS-CL Screen Project would cost approximately \$500,000. A total of \$400,000 could be funded by the OCTA grant and \$100,000 would be funded by the City. Staff proposes to fund the City's matching contribution from the Storm Water Capital Improvements Project (Account No. 52-9806-490010). Adequate funds for ongoing maintenance requirements will be included in future budgets.

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**Attachments**

RESO OCTA Teir 1 App 2024.pdf

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP TIER 1 GRANT PROGRAM, UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CATCH BASIN CPS-MOD & ARS-CL SCREEN PROJECT

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects; and

WHEREAS, OCTA has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of Buena Park possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and

WHEREAS, by formal action the City of Buena Park authorizes the nomination of the Catch Basin CPS-Mod & ARS-CL Screen Project, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Buena Park to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Buena Park will maintain and operate the equipment acquired and installed; and

WHEREAS, the City of Buena Park will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project; and

WHEREAS, the City of Buena Park will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the City of Buena Park will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; 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 Renewed Measure M 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 will provide a minimum of 20% in matching funds for the Catch Basin CPS-Mod & ARS-CL Screen Project as required by the Orange County Comprehensive Transportation Funding Programs Guidelines.

NOW, THEREFORE, BE IT RESOLVED that The City Council of the City of Buena Park hereby authorizes the Public Works Director, as the official representative of the City of Buena Park to accept funds for the Environmental Cleanup, Tier 1 Grant Program for the Catch Basin CPS-Mod & ARS-CL Screen Project.

BE IT FURTHER RESOLVED that the City of Buena Park agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

PASSED AND ADOPTED this 9th day of April 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

I, Adria M. Jimenez, MMC, City Clerk, 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 9<sup>th</sup> day of April 2024.

**BUENA PARK GENERAL PLAN ANNUAL REPORT TO THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)**

Consideration of the 2023 General Plan Annual Report required by the State Department of Housing and Community Development.

Meeting	Agenda Group
Tuesday, April 9, 2024, 5:00 PM	CONSENT CALENDAR Item: 4J
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	

**RECOMMENDED ACTION**

1) Adopt the 2023 General Plan Annual Progress Report (APR); 2) Authorize the Community and Economic Development Department to transmit the report to the State Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) as required by state law; and, 3) Authorize the Community and Economic Development Department to make any changes to the report in response to comments received from HCD or OPR.

**PREVIOUS CITY COUNCIL ACTION**

On April 25, 2023, the City Council approved the submittal of the City's 2022 annual progress report on implementation of the General Plan.

**DISCUSSION**

California Government Code Section 65400 mandates that, each year, cities submit an annual progress report (APR) on the General Plan and progress on its implementation to the City Council, the Governor's Office of Planning and Research (OPR), and the Housing and Community Development Department (HCD). Separately, HCD requires cities to prepare annual reports regarding progress towards implementation of its Housing Element.

In addition to satisfying Government Code requirements, the purpose of the General Plan APR is to provide the City Council with an update of the City's progress in implementing its General Plan goals and policies. This annual assessment is intended to provide the City Council an opportunity to review and provide feedback on the General Plan policies or approach to implementation to ensure that the City continues to meet its stated vision.

**BUDGET IMPACT**

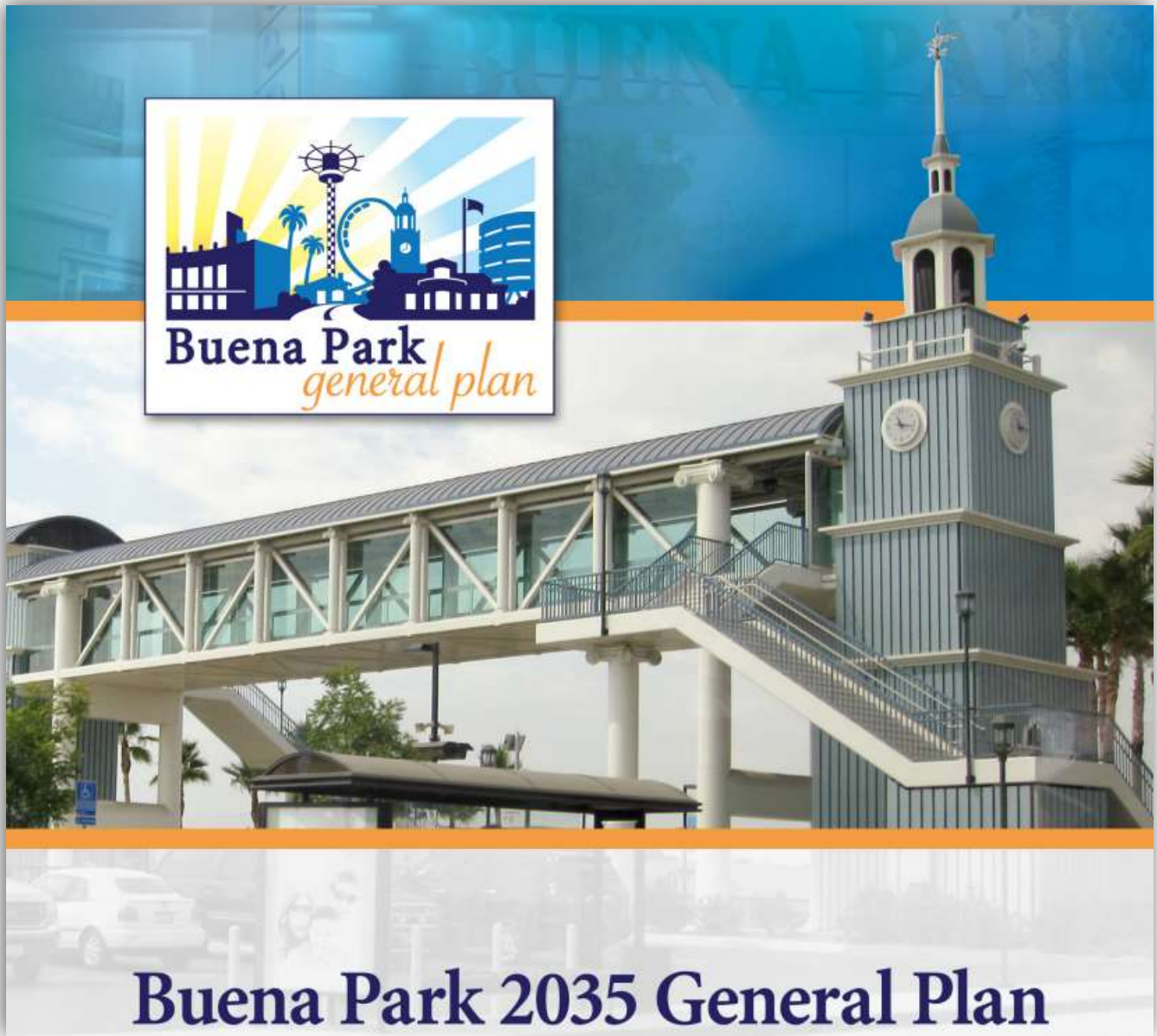


There is no budget impact as a result of this action.

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**Attachments**

Attachment 1 - Buena Park General Plan Annual Progress Report - 2024.pdf



# Buena Park 2035 General Plan

## General Plan Annual Progress Report April 9, 2024

City of Buena Park  
6650 Beach Boulevard  
Buena Park, CA 90622

Submitted by:  
Matt Foulkes  
Community and Economic Development Director

The City of Buena Park General Plan establishes the fundamental policy framework to guide decisions related to land use and development, public services and facilities, public safety, resource management, recreation, culture, and the overall health and quality of life in the community. The General Plan presents a vision for the City's future, and embodies goals, policies, and strategies to turn that vision into a reality.



The Buena Park City Council adopted a comprehensive update to the General Plan at its meeting on December 7, 2010 after an extensive community participation effort. The City Council also certified the Buena Park 2035 General Plan Environmental Impact Report [SCH No. 2009111026]. The General Plan includes seven mandatory elements (Land Use and Community Design, Mobility (Circulation), Housing, Noise, Conservation and Sustainability, Open Space and Recreation and Safety) and three optional elements (Economic Development, Community Facilities, and Environmental Justice).

Each of the elements describes its purpose, background information and context for the various topics in the element, its goals and policies, and the implementation programs needed to achieve those goals. Within the introduction section of the General Plan is the City's vision, which is:

*"Buena Park is a city with healthy neighborhoods, a thriving economy, and a strong sense of community based on local history. We are proud of our civic center, with state of the art facilities and home to Buena Park's historical treasures, such as the Whitaker-Jaynes Estate and the Stage Stop Hotel office complex. People come from miles around to visit Knott's Berry Farm and stay for the shopping, dining, and arts along Beach Boulevard and at the Buena Park Mall. Residents choose to live in Buena Park for its schools, safety, recreation, and high quality of life. Our civic and community pride are shown in our strong, safe neighborhoods, well-kept streets, inviting walkways, and attractive architecture."*

## **I. Purpose of the General Plan Annual Report**

California Government Code Section 65400 mandates that cities submit an annual progress report (APR) on the General Plan and progress on its implementation to the City Council, the Governor's Office of Planning and Research (OPR) and the Housing and Community Development Department (HCD) each year. This document fulfills that mandate, and was approved by the City Council at its meeting on April 9, 2024. Separately, HCD requires cities and counties prepare annual reports regarding progress towards implementation of the Housing Element.

The purpose of the APR is to provide the City Council with an update of the City's progress in implementing its General Plan goals and policies. This annual assessment is intended to provide the City Council an opportunity to adjust or modify its policies or approach to implementation to ensure that the City continues to meet its stated vision. To assist in the review of the General Plan Annual Progress Report, this report presents the following information:

- A summary of recently approved General Plan Amendments, either initiated by the City or non-city applicant.

- A summary of recently approved or planned amendments to the Municipal Code which further implement the vision from the General Plan.
- Proposed General Plan amendments which are planned to occur over the next year.
- A summary of General Plan implementation programs that have been completed, are in-progress, or are an on-going activity in the City.

## II. Adopted General Plan Amendments

State law allows the General Plan to be amended up to four times annually with Charter cities being exempt from this limitation. This allows the General Plan to remain a current document responsive to the community's needs. Requests for amendments may be submitted by individuals or initiated by the City. Amendments to the Buena Park General Plan for the time period of January 1, 2023 through December 31, 2023 are listed in Table 1.

Table 1 – Amendments to the General Plan in Calendar Year 2023			
Amendment Number	Action	Applicant	Description
GP-21-2	City Council approved in June 2023	Merlone-Geier	General Plan Amendment to allow density calculations within the Entertainment Mixed-Use classification to be across multiple parcels for a multi-family residential and condominium development. Text amendment to include townhomes as a building type in the Entertainment Mixed-Use General Plan designation.
GP-22-2	City Council approved in _____ 2023	C&C Development	General Plan and Zone Change, a Development Agreement and Mitigated Negative Declaration to allow construction of a three story 55-unit residential affordable apartment development and other site improvements.

The adopted General Plan Amendments were evaluated to ensure that it was in the public interest, was not detrimental to the public health, safety and welfare, and was deemed consistent with the overall vision, goals, and objectives contained in the General Plan.

## III. Other Legislative Actions (Ordinance Amendments)

In addition to the General Plan Amendment listed in Table 1, the City Council will also be considering several amendments to the Buena Park Municipal Code related to land uses in the future. Table 2 lists the applicable Ordinance Amendments and a brief description of the amendment.

Table 2 – Ordinance Amendments to the Buena Park Municipal Code			
Amendment Number	Action	Applicant	Description
Z-22-1	Approved March 12, 2024	Craig & Beach Investment, Inc.	Zone change for four properties on Craig Avenue from single-family residential to multi-family residential.
Z-22-2	Approved _____	C&C Development	Zone change for the property at 7101 Lincoln Avenue from Community Shopping Center to General Mixed-Use.

C-21-1	Approved _____	City of Buena Park	Zoning Code Amendment to modify Section 19.912.090 regarding the locations for Billboard Signs to include a city-owned property on Artesia Boulevard and Firestone Boulevard.
Z-21-1	Approved June 27, 2023	Merlone-Geier	Zone change for the property at 8150 La Palma Avenue from Regional Commercial to General Mixed-Use.
Z-22-3	Approved February 13, 2024	City of Buena Park	Zoning Code update to implement changes to the Land Use Element, create development standards for new zoning overlays, etc. to implement the Housing Element 2021-2029.

#### IV. Proposed General Plan Amendments

In the next year or two, there are several General Plan Amendments that need to be prepared for consideration by the City Council. The proposed amendment to the Public Safety Element and Land Use and Design Elements are to implement the programs established in the recently updated Housing Element. Additional General Plan amendments related to Housing Element implementation may also be required, but are not known at this time.

Table 3 – Future Amendments to the General Plan			
Amendment Number	Action	Applicant	Description
<b>GP-23-1</b>	Future Action	8030 Dale	General Plan Amendment
GP-22-1	Approved on March 12, 2024	Craig & Beach Investment, Inc.	General Plan Amendment to change the land use designation for four properties on Craig Avenue from low-density residential to high-density residential.
GP-22-2	Future Action	City of Buena Park	Amend the Public Safety Element. Senate Bill No. 379 which requires the Public Safety Element to be reviewed and revised as necessary to address climate change and resiliency strategies. As part of the recent Housing Element Update, several components within the Safety Element were identified for updating. The intention is to identify new information relating to flood, fire, and other climate hazards not available during the previous revision of the Safety Element.
GP-22-2	Approved on February 13, 2024	City of Buena Park	Updates to the Land Use Element to implement the Housing Element. The 6 <sup>th</sup> Cycle Housing Element identified a number of programs and policies which require amendments to the Land Use Element of the General plan and specified chapters of the Municipal Code (Zoning). The City recently contracted with a planning and land use consulting firm, CASC, to assist the City with analysis and recommendations for Land Use Element and Zoning Code amendments to



			implement the programs and policies approved in the Housing Element.
--	--	--	--

## V. Housing Element Progress

State law requires all cities and counties in California to include a Housing Element in its General Plan that establishes specific actions, objectives, and timelines for meeting its State mandated Regional Housing Needs Assessment (RHNA) for each income level. The RHNA is provided to jurisdictions in eight year cycles. In January 2022, the City Council approved the City's Cycle 6 Housing Element. In November, 2022 HCD provided the City with a letter confirming that the Housing Element is conditionally approved pending the completion of the rezoning efforts identified as a Program within the Housing Element. The rezoning effort was completed in January 2024 and approved by the City Council on February 13, 2024.

## VI. General Plan Implementation Programs Completed or Underway

The General Plan sets the foundation and policy framework for future growth and development. It addresses a range of issues and policies that directly affect every aspect of community life. The City implements its General Plan vision, goals, and policies through the many programs, projects, and activities referenced in the Implementation Chapter of the document. These implementation measures ensure the overall direction set forth in the General Plan is translated from general ideas into action, and the City's vision for its future are met. Since adoption in 2010, the City has made significant progress in completing its ambitious implementation agenda. Table 4 shows the status of the programs by 'completed', 'in-progress', 'on-going', 'not yet started'. The difference between 'in-progress' and 'on-going' is that projects that are 'in-progress' will be completed at some point in the future and programs that are 'on-going' are part of the daily operations of the City. Note: Not all Element Programs are listed and not all programs have comments or recent actions.

Element Program No.	Description of Implementation Measure or Implementation Program	Status	Comments or Recent Actions
ADM-1	Periodically review, revise, and update the General Plan and the Zoning Code to ensure internal consistency, consistency with federal, state, and local regulations and policies and to ensure that the documents meet the vision of the City.	On-going	The City has approved multiple Code amendments over the past few years to maintain consistency between the Zoning Code and General Plan as well as adopt new local regulations consistent with the vision of the City Council.
ADM-2	Following the adoption of the General Plan, revise the Zoning Code to reflect the vision, goals, and policies and development intensities established within the Land Use and Community Design Element and other chapters of the General Plan	On-going	The Planning Division regularly reviews the Zoning Code to update development standards and permitted uses. As part of the Housing Element implementation, the City created new Housing Incentive overlay designations with objective development standards for by-right development.
ADM-3	Prepare, adopt, and implement Specific Plans or Area Plans to implement the vision of this General Plan.	On-going	The Planning Division regularly reviews the Entertainment Corridor Specific Plan, Beach/Orangethorpe Specific Plan and Auto Center Specific Plan for updates and amendments to reflect current development trends. In 2023/2024, the City Council approved an update to the

			ECSP and ACSP including new design standards, permitted uses and added several properties to the Housing Incentive Overlay.
ADM-6	Evaluate mixed-use projects to ensure that there is an adequate and appropriate mix of uses on the site and within the area.	On-going	The City has reviewed and approved several mixed-use developments on Beach Boulevard which include residential uses on the upper floors and office/retail on the ground floor.
ADM-7	Continue processes for interdepartmental review of development proposals to ensure coordinated and comprehensive evaluation of impacts.	On-going	Interdepartmental Review (IDR) meets weekly to review projects for compliance with City standards.
ADM-10	Require private development along key street frontages that do not currently include sidewalks, to install sidewalks or walkways in front of the property when new development occurs	On-going	Appropriate conditions of approval are added to all development projects which require the installation of off-site improvements along the project frontage. The size and scope of the improvements is dependent on the nature of the project proposed.
LU-2	Develop a lot consolidation program providing regulatory incentives encouraging the consolidation of small or ill-configured parcels to maximize development opportunities.	Completed	As part of the 2013-2021 and 2021-2029 Housing Elements the City approved amendments to the General Plan and Zoning Code to allow increased density as part of a lot consolidation.
LU-3	Identify sites for and facilitate development of shared and/or joint-use parking facilities within commercial and entertainment districts to reduce prevalence of ingress/egress and to promote park-once shopping and dining.	On-going	Identified and implemented joint use parking sites for Entertainment Corridor. Continuing facilitation as required for other locations.
LU-4	Complete and implement a master plan for the Entertainment Zone. Re-evaluate the Entertainment Corridor Specific Plan as necessary to be consistent with the master plan.	In-progress	The City Council authorized staff to pursue an update to the Entertainment Corridor Specific Plan to modernize the plan, design, permitted uses and economic analysis.
LU-5	Continue targeted old motel acquisition to promote redevelopment in the Focus Areas. Evaluate and acquire motels as they become available and work with developers to redevelop the sites with appropriate uses	In-progress	Through the former Redevelopment Agency, the City acquired multiple motel properties along Beach Boulevard. Some properties have been redeveloped (Porto's Baker and Rock and Brews) and others are still in the development process (7860 Beach Boulevard and 7851 Beach Boulevard).
LU-6	Strengthen the architectural and aesthetic character of residential, commercial, and industrial development throughout the City by preparing design guidelines and/or Form-Based Codes for the Focus Areas, as well as any other areas identified by the City.	Completed	The City Council approved Objective Design and Development standards as part of the 2021-2029 Housing Element implementation for residential development.
LU-7	Develop a comprehensive gateway program, including a hierarchy of entry monuments, way-finding signage,	Completed	The City installed new entry features and signage along the Beach Boulevard Entertainment Corridor as part of the E-zone efforts.

	streetscape, and other urban design improvements throughout the City		
LU-8	Develop plans for streetscape improvements along key corridors throughout the City and within prominent corridors identified in the Focus Areas. Emphasis should be placed on improving the visual quality of the corridors as well as increasing walkability and pedestrian usage. Improvements may include landscaping, enhanced paving, unique streetscape amenities, appropriately-scaled lighting, and placement of utility connections underground	In-progress	Public Works has prepared standard plans for parkways and sidewalks within the Entertainment Corridor and continues to work to develop standard plans for other focus areas within the city. The City recently completed its Citywide Active Transportation plan in 2024 which will also provide recommendations on how to improve the walkability and pedestrian experience along key corridors in the City.
LU-9	Continue the City's Neighborhood Improvement Task Force (NITF) efforts, as well as the education of community members about property maintenance.	On-going	The NITF meets weekly to review calls for service and Code Enforcement complaint "hot spots" throughout the City. Special task-force actions include: people experiencing homelessness camp clean-up and outreach, motel / hotel inspection program and Jackson / Fillmore neighborhood outreach and enforcement efforts.
LU-10	Encourage the use of property owner and other neighborhood-based associations to reduce crime and vandalism, maintain neighborhood amenities, and promote property maintenance	On-going	Recently completed 3-year Strategic Plan addresses outreach and engagement with these stakeholders. Develop strategies to mitigate these quality of life issues in an effort to disrupt overall crime in neighborhoods
LU-11	Use housing set-aside or other appropriate funding to assist owners in the maintenance or rehabilitation of their housing when they are unable physically or financially to adequately maintain their home.	On-going	The City has utilized \$1,859,243 funds to assist homeowners with property maintenance and rehabilitation over the past three years.
LU-12	Implement a Neighborhood Pride Program by identifying target neighborhoods, developing comprehensive Neighborhood Improvement/Revitalization Plans and working with residents and property owners to implement the plans.	On-going	The City participates annually in the "Love Buena Park" event to offer area clean-ups, encourage reinvestment in property and general civic engagement.
LU-14	Implement and refine development standards and/or guidelines based on Crime Prevention through Environmental Design (CPTED) for new development and redevelopment with emphasis on site and building design to minimize vulnerability to criminal activity	On-going	The IDR process now includes review and comments from the Police Department on new development projects to incorporate CPTED principles and designs where appropriate.
LU-15	Establish a role in the development of the Regional Transportation Plan with the Southern California Association of Governments (SCAG)	Not yet started	Planning Division has plans to expand its presence on regional boards and bodies once additional staffing is brought on.
M-1	Adopt the Mobility Element, and ensure its consistency with the Orange County Master Plan of Arterial Highways (MPAH)	Completed	Mobility Element completed. The City received a grant to prepare a Citywide Active Transportation plan in 2021 which



			will also provide recommendations on how to improve the walkability and pedestrian experience along key corridors in the City.
M-4	Perform an evaluation of the circulation system every five years to determine segments and intersections that are not meeting the Level of Service standards. If necessary, develop a deficiency plan to identify mitigations to achieve Level of Service standards.	Not yet started	
M-5	Continue to work with Caltrans to synchronize and coordinate traffic signals on arterials at intersections controlled solely by Caltrans.	On-going	The Public Works Department regularly works on signal synchronization on major arterials in coordination with Caltrans.
M-7	Encourage the development of mixed-use projects as a means of reducing peak commute period traffic.	On-going	The City has adopted several mixed-use General Plan land use designations and the General Mixed-Use zone to allow for vertical and horizontal mixed use developments. The 2021-2029 Housing Element also includes mixed-use development standards.
M-8	Coordinate with transit providers to identify appropriate sites for future transit facilities.	On-going	All new development projects that are located adjacent to existing bus stops or could be a good location for a future stop are presented to OCTA for consideration as part of the design review process.
M-9	When new transportation facilities are developed, consider developing master plans for the surrounding area to promote maximizing opportunities for transit supportive and complementary land uses.	On-going	Several TOD development projects were completed around the Buena Park Metrolink station. Additional housing near transit is proposed as part of the 2012-2029 Housing Element.
M-13	Coordinate the provision of the non-motorized networks (bicycle and pedestrian) with adjacent jurisdictions to maximize connectivity.	On-going	Implementing more non-motorized networks as part of ongoing projects. Recently received a grant from SCAG for preparation of a citywide Active Transportation Program.
M-14	Coordinate with the Traffic Engineer/Public Works Department to link bikeways to create a larger connected network.	On-going	Implementing more non-motorized networks as part of ongoing projects. Recently received a grant from SCAG for preparation of a citywide Active Transportation Program.
M-15	Promote the use of bicycling and walking within the City, through the publication of comprehensive maps and resource materials, and the development and implementation of marketing programs.	On-going	The City participated in a Go-Human campaign in 2019 on Beach Boulevard and is working to complete a Citywide Active Transportation Plan.
M-16	Provide incentives to developers who incorporate bikeways into developments.	Not yet started	New development projects are reviewed for incorporation
M-17	Promote the use of Transportation Demand Management (TDM) Measures.	On-going	The zoning code contains several prescriptive and qualitative compliance options for providing TDM measures within new development including encouraging ride share, on-site locker rooms, etc.

M-18	Encourage the creation of programs such as Transportation Systems Management (TSM), public transit, carpools/ vanpools, ride-match, bicycling, and other alternatives to the energy-inefficient use of vehicles.	On-going	Implemented a Ride-Share program, installed EV charging stations to promote clean air vehicles. Continuing to manage programs and add to them as needed.
M-19	Encourage incentives for the creation and use of car or vanpools for City employees.	On-going	The City participates in a ride-share incentive program that offers incentives for City employees to carpool or take alternative transportation.
M-21	Promote opportunities to have new development, redevelopment, or expansion of existing development to pay the full cost of circulation improvements needed to serve the development (i.e., signalization, turn lanes, etc.).	On-going	The Public Works Department reviews all development projects to determine the extent of off-site improvements that will be required as a condition of approval for the project.
M-22	Periodically evaluate development impact fees to ensure that circulation infrastructure funding required of new development or redevelopment projects is adequate to improve and/or maintain Buena Park's circulation system to meet Level of Service standards.	In-Progress	The Public Works Department is currently reviewing various development impact fees for potential updates in the future. In 2022, the City Council updated the development fees for planning, building and public works to ensure that the cost for the service was paid for by the applicant on development projects.
M-23	Prioritize capital improvements, focusing on those areas of the City that operate at unacceptable Levels of Service, to enhance traffic safety, improve Levels of Service, and implement the buildout of the Orange County (MPAH).	On-going	The MPAH is regularly reviewed as part of the CIP.
M-26	Maintain the annual performance monitoring program of new development projects until all required improvements have been constructed.	On-going	The Building and Public Works Departments meet bi-weekly to review active construction projects to ensure that all onsite and off-site improvements are completed.
M-28	Participate in Inter-Jurisdictional Planning Forums.	Not yet started	
M-29	Encourage higher intensity residential and commercial development in areas of existing and future transit to include, but not be limited, to the following locations / corridors: Metrolink Station located at Dale Street and Malvern Avenue, Valley View Street, Knott Avenue, Beach Boulevard, La Palma Avenue, Orangethorpe Avenue, Commonwealth Avenue, Artesia Boulevard, and Malvern Avenue.	In-progress	The 2021-2029 Housing Element included 200+ parcels around the City where increased residential density will be permitted through an overlay zone classification. Many of the sites identified were near transit or major thoroughfares.
CF-1	Involve the Police Department in the design review of new and rehabilitated buildings to ensure basic safety measures and surveillance access are achieved.	On-going	Police Services Officer and Detective have been CPTED trained. Police Services Officer involved in permitting process.
CF-2	Conduct annual needs assessments of police facilities, equipment, and personnel to plan and ensure that future growth of the	On-going	FY 23/24 & 24/25 police facility has started the replacement of major appliances, in car cameras and other technology.

	Police Department is commensurate with future development in the City.		
CF-6	Continue programs such as the Police Explorer Program to provide the opportunity for youth to develop leadership skills, learn team-building concepts, and gain insight into law enforcement as a career.	On-going	Police Explorer program continues to thrive with active recruitment and outreach efforts to replenish explorers who age out at 21 years of age. The Explorer Program participation ranges from 6-10 participants per program cycle. The Police Department continues to value this program and is leveraging it to develop future police employees. In addition to the explorer program, several paid interns (Cadets) have promoted to police officer or other professional staff positions within police department.
CF-7	Refer land development and building permit applications to the OCFA for review, and incorporate their recommendations as conditions of approval as necessary to ensure public safety.	Completed	OCFA has been integrated into the design review process and the outset of development projects and Preliminary Review Applications to ensure early feedback from fire regarding development-related issued.
CF-10	Continue to require compliance with all provisions of the most recently adopted version of the California Fire Code (with local amendments).	On-going	The City and Orange County Fire Authority recently completed the update to the 2022 Building Code cycle.
CF-12	As determined by the City, new projects may be required to enter into a Secured Fire Protection Agreement to pay fair share increases in fire service capacity.	On-going	The Orange County Fire Authority (OCFA) reviews all new development projects to determine the impacts of the new development on the Fire Authority's ability to provide services.
CF-15	Work with the Buena Park Library District to determine the adequacy of facilities based upon changing conditions and to identify opportunities to provide for the needs of the community.	On-going	The City Manager's Office meets with the Library District to coordinate on facilities and needs. The Library recently completed an upgrade to its HVAC system in 2022.
CF-16	Update the City's Water Master Plan.	In-Progress	The Public Works Department is in the process of updating the Water Master Plan.
CF-17	Continue capital improvements indicated in the City's Water Master Plan to improve the ability of the City's water system to provide adequate fire flows and to maintain optimum operation standards.	On-going	Water Master Plan priority projects are budgeted in CIP.
CF-18	Implement a development monitoring system to evaluate the individual and cumulative impact of proposed development on the service capacity of water facilities. Use this system in the review of development projects and to require mitigation and/or necessary improvements.	In-progress	The Public Works Department is in the process of evaluating its development impact fees for updating and adjustment to ensure that new developments are paying its fair share of the upgrades required to the City's infrastructure.
CF-19	Utilize, where appropriate, public financing mechanisms, such as special assessment or community facilities districts to fund water improvement and service costs.	Not yet started	No special assessment districts have been formed, but enhanced infrastructure financing districts have been considered

			as a financing mechanism for public improvements on large-scale projects.
CF-20	Review and revise planning and building codes to provide for new technologies that will improve water service delivery and allow for the incorporation of alternative water sources.	On-going	The City recently completed the adoption of the 2022 California Building Codes which includes additional standards in the Green Building code pertaining to water service delivery and water efficient fixtures.
CF-22	Explore the feasibility of a recycled water system within the City to reduce the demand for potable water in the future by supplying water for irrigation and other non-potable water uses.	Not yet started	
CF-23	Review and update the City's Sewer Master Plan and Sewer System Management Plan, as necessary.	Completed	Sewer Master Plan completed in 2019.
CF-24	Update development fee and assessment district fee structures, as necessary, to require all new development to pay its fair share of the cost of all essential wastewater improvements.	On-going	Continuing to implement district fees on all new developments.
CF-25	Coordinate with the Orange County Sanitation District in the Fats, Oils and Grease (FOG) Program and other educational programs to eliminate the improper disposal of waste in the wastewater system.	On-going	Provide business licenses to OCSD on quarterly basis, continue to run comprehensive FOG Control Program
CF-26	Continue to implement the Landscaping Limitations in Municipal Code which requires that drought-tolerant plants be used predominantly in landscaping for all uses other than single family residential.	On-going	The City implements draught response per state and county requirements. City installs draught tolerant landscaping on City projects where feasible.
CF-27	Prepare an updated Master Plan of Drainage.	Completed	An updated to the plan is scheduled for next fiscal year.
CF-31	Consider incentives for developers to incorporate features into new development or redevelopment projects that will reduce urban run-off and improve water quality. These features could address both project specific and other local impacts.	On-going	The City's Water Quality Management Plan consultant reviews all development projects requiring a water quality plan to ensure that stormwater runoff is captured and treated on-site. The City has not yet developed any incentives for developers to provide water quality elements beyond the minimum required by state law.
CF-34	Identify and improve areas experiencing localized storm drainage problems for storm drain improvements.	On-going	The Public Works Department regularly monitors the status and capacity of its storm drainage system and completes clean-outs and upgrades as needed as part of the CIP.
CF-35	Create public education information and outreach materials regarding proper materials handling practices to assist residents and businesses in complying with surface water quality regulations and to increase awareness of potential impacts to the environment resulting from improper containment or disposal practices.	On-going	

CF-36	Develop an industrial/commercial inspection program to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program.	On-going	Program is operational and ongoing.
CF-37	Encourage new development or redevelopment projects to incorporate underground capture and storage of storm water for use in irrigation and other non-potable uses.	On-going	The City's Water Quality Management Plan consultant reviews all development projects requiring a water quality plan to ensure that stormwater runoff is captured and treated on-site. Whenever feasible, WQMP treatments are encouraged to have underground capture and treatment elements.
CF-38	Implement and update, as appropriate, the Source Reduction and Recycling Element (SRRE) for the City.	On-going	Implemented new recycling program.
CS-1	Develop a comprehensive sustainable design program that provides information, technical assistance, and/or incentives for owners/developers to utilize sustainable site development, construction, and building practices.	Not yet started	
CS-2	Continue to identify and remove regulatory or procedural barriers to implementing green building practices in the City, such as updating codes, guidelines, and zoning.	On-going	The City recently approved Ordinance 1699 to expedite permitting procedures for EV Charging stations in residential and commercial developments. The City also provides expedited permitting for solar (PV) installations on residential projects.
CS-3	Continue to identify and remove regulatory or procedural barriers to implementing green building practices in the City, such as updating codes, guidelines, and zoning.	On-going	The Planning and Building divisions regularly review the Municipal Code to identify and remove requirements that inhibit green building practices.
CS-4	Seek out educational or other training opportunities for planning and building personnel to learn new construction practices, including the use of alternative building materials.	On-going	The Building Division sends all of its inspectors, plan checkers and permit technicians to the California Building Officials training (CALBO).
CS-5	Develop and provide marketing, training, and educational information and materials to the public regarding green building activities, new construction practices, and/or alternative building materials.	Not yet started	
CS-6	Design new and major remodels to City buildings to achieve minimum requirements of recognized green building rating systems to conserve resources, including, but not limited to, energy and renewable resources.	In-progress	The City is currently working with an ESCO on an energy performance audit which will provide a roadmap for upgrades to city facilities to become more energy efficient.
CS-7	Encourage developers to include features in buildings to facilitate recycling of waste generated by building occupants and associated refuse storage areas.	On-going	The Planning Division reviews all development projects to ensure compliance with state laws regarding waste, recycling, green waste and organics as required by state law.
CS-8	Encourage City-sponsored development and redevelopment projects to reduce	On-going	



	construction and demolition waste by reusing building materials, using materials that have recycled content, or using materials that are derived from sustainable or rapidly renewable resources to the extent possible.		
CS-9	Create a guide of environmentally preferable products for business practices and uses products, as feasible, in the City's purchasing and operations.	Completed	Adopting an environmental preferable purchasing policy to current policy manual.
CS-10	Consider exploring the potential for creating and sustaining local urban agriculture, including community gardens, orchards, and farmers' markets.	On-Going	Coordinated and implemented a master plan for renovation of a 3-acre community garden project. Identified 2 new locations within the city to facilitate new community gardens. A certified farmers' market is held weekly at the Buena Park Mall.
CS-11	Through the development review process, decrease the amount of impervious surfaces in developments, especially where public places, plazas, and amenities are proposed to serve as recreation opportunities.		
CS-12	Update an inventory of historic building and resources.	Not yet started	
CS-13	Establish the Old Buena Park Historic District through an overlay designation or specific plan. The Historic District should include guidelines for preserving and enhancing both public and private property.	Not yet started	
CS-14	Establish preservation incentive programs that encourage property owners to preserve, restore, and maintain historic properties.	Not yet started	
CS-15	Review and revise zoning and land development guidelines in order to protect historic resources from incompatible development.	Not yet started	
CS-16	Develop an archival program for documents, maps, and photographs of historic resources in the City.		
CS-17	Identify and leverage strategic partnerships with local and state historic preservation groups to strengthen historic preservation efforts in the City.		
CS-18	Integrate historic preservation with economic development objectives to generate additional revenue for the City while providing the investment needed to preserve historic resources.	Not yet started	
CS-19	Develop an outreach program to communicate information on programs, services, requirements, and incentives related to the protection and preservation of historic resources.	Not yet started	

CS-20	Develop standards, guidelines, and/or criteria governing the identification, protection, restoration, maintenance, alteration, relocation, or removal of historic resources.	Not yet started	
CS-21	Create an inventory of information and resources regarding the proper rehabilitation techniques and make the information available to the public to assist owners and developers of historic buildings.	Not yet started	
CS-22	Develop sustainable development and green building guidelines for rehabilitation, retrofitting and adaptive reuse of historic resources. Identify incentives to encourage property owners to adopt these guidelines.	Not yet started	
CS-33	Implement a public outreach effort that promotes the use of native drought-tolerant vegetation and discourage the use of invasive non-native species in home landscaping.	On-going	The City adopted the County Model Water Efficient Landscape Ordinance (MWELO) to encourage the use of drought tolerant and native species to minimize water use.
CS-34	Develop and implement mapping and inventory resources to identify sensitive receptors and sources of air pollution throughout the City.	Not yet started	
CS-35	Develop a Greenhouse Gas Emissions Reduction Plan and/or Climate Action Plan to control and reduce GHG emissions.	Not yet started	
CS-36	Develop a “heat island” mitigation plan that includes guidelines for cool roofs, cool pavements, and strategically placed shade trees.	Not yet started	
CS-37	Amend the City Code to establish regulations, in addition to Title 24 requirements, that promote and require the conservation of energy and the use of renewable energy sources as follow.	Not yet started	
CS-44	Develop and implement a procedure to reduce the amount of paper used in City business practices, which can be achieved by double-siding paper, consolidating files, and circulating documents via email and posting information via the internet.	On-going	City printers are set to default print in a double-sided, black and white format to reduce paper in color ink usage. The Planning Division has converted to an all online submittal process for review of new development projects to reduce paper plans and applications.
CS-48	Adopt energy efficiency standards that integrate energy efficiency and conservation requirements, per State standards. The standards shall be incorporated into the building permit process.	Completed	
CS-49	Develop and implement building standards per Title 24 for residential and commercial buildings (new and remodeled buildings) based on appropriate criteria for the City's	Completed	The City Council adopted the 2022 California Building Codes and Green Building Codes which provide standards related to Title 24 and other green building criteria.

	specific climate zones, sustainability goals, and other appropriate criteria.		
CS-50	Update the City's zoning code to promote solar orientation of buildings.	Not yet started	
CS-51	Review and determine the feasibility of offering incentives for energy efficient building retrofits.	Not yet started	
CS-52	Review and determine appropriate incentives regarding the installation of water efficient or energy efficient fixtures.	Completed	The state and local utility providers offer several rebates and incentives for installation of water efficient and energy efficient fixtures.
CS-55	Explore collaborations with regional agencies, local governments, special districts, and other public organizations to share resources, achieve economies of scale, and develop plans and programs that are optimized on a regional scale. Evaluate and implement opportunities for supporting new programs and promoting sustainable energy practices through financing mechanisms (e.g., Community Choice Aggregation, and other local government joint ventures).	On-going	Continuing collaborations with local neighboring agencies for projects to promote and implement non-motorized networks for accessibility between cities and public transportation hubs. Continuing to implement a sustainable approach in CIP projects per industry standards and collaborations with APWA. Participate in County cost-sharing programs to environmental compliance.
OSR-1	Prepare, adopt, and implement a Parks, Recreation, and Open Space Master Plan. Once adopted, update the Parks and Recreation Master Plan on a regular basis.	Completed	Parks and Recreation Master Plan was completed in 2023.
OSR-2	Identify opportunities to acquire vacant or underutilized parcels within neighborhoods north of the Interstate 5 Freeway that are lacking open space.	On-going	Staff continues to seek potential opportunities for open space and park land within neighborhoods north of the I-5.
OSR-4	Establish/maintain joint-use agreements with schools to provide open space and recreational opportunities for residents.	On-going	Established joint use agreements with the Buena Park School District for use of the Buena Park Middle School Gymnasium, and the new Whitaker School Park. Staff continues to use school grounds for sports practices on Buena Park School District and Centralia School District locations. Established a joint use agreement with the Fullerton Joint Union High School District for use of the Performing Art Theatre and Football Stadium.
OSR-5	Consider developing an open space plan to enhance public open space in the City.	Completed	The Community Services Department completed development of a citywide Parks Master Plan which will inventory and map public parks and facilities along with recommendations on improvements to those facilities and programs.
OSR-7	Pursue available resources to fund open space acquisition including Federal, State and local funding grants or donations.	On-Going	Successfully secured a Prop 68 State Grant of 3.4 million dollars for the Whitaker School Park project.



OSR-8	Encourage public volunteer programs that contribute to the preservation and maintenance of open space areas.	On-Going	The city of Buena Park continues to promote volunteer opportunities to contribute to the preservation and maintenance of open space areas through our Citywide Teen Program "VOLT" Volunteer Opportunities & Leadership for Teens.
OSR-9	Refine and utilize park performance standards that may include a classification system, park system guidelines, and design criteria to guide development and management of parks and open space.	Completed	The Community Services Department completed development of a citywide Parks Master Plan which will inventory and map public parks and facilities along with recommendations on improvements to those facilities and programs.
OSR-10	Pursue and maintain joint-use agreements with school districts, neighboring cities, public agencies, private entities, and non-profit organizations that own and operate parks and recreational facilities in the area.	In-progress	The Community Services Department completed development of a citywide Parks Master Plan which will inventory and map public parks and facilities along with recommendations for potential joint use opportunities for school districts, neighboring cities, public agencies, private entities and non-profit organizations.
OSR-11	Develop an incentives program that encourages private development and public agencies to provide park and recreation facilities beyond the minimum requirements.	Not yet started	Private development projects are reviewed by City agencies for provisions of private and common open space but does not currently have incentives for projects proposing beyond the minimum standards.
OSR-12	Create a program to renovate all park and recreational facilities that include guidelines and best practices for maintenance and upgrading.	In-progress	The Community Services Department completed development of a citywide Parks Master Plan which will inventory and map public parks and facilities along with recommendations on improvements to those facilities and programs.
OSR-13	Update the City's recreation program with input from the community to enhance existing programs or develop new programs to serve people of all incomes, cultural backgrounds, ages and levels of physical capability; and encourage more intensive use of facilities throughout the day.	Completed	The Community Services Department completed development of a citywide Parks Master Plan which will enhance the City's recreation program with input from the community to enhance existing programs or develop new programs to serve people of all incomes, cultural backgrounds, ages and levels of physical capability; and encourage more intensive use of facilities throughout the day.
OSR-15	Continue to develop partnerships with other agencies, community-based organizations, businesses, and foundations to maintain and upgrade parks and recreation facilities in the City.	In-progress	With the completion of the Parks Master Plan the Community Services Department is now able to identify partnerships with other agencies, community-based organizations, businesses, and foundations to maintain and upgrade parks and recreation programs in the City.
SAF-1	Maintain the City's Emergency Operations Plan, which provides a comprehensive emergency management program for the City.	On-going	Emergency Services Coordinator frequently evaluates existing EOP's and recommendations are made to make sure the plan is contemporary and meets State

			and Federal guidelines. Furthermore, several EOC trainings and exercises are conducted in every fiscal year to ensure proficiency and continuity.
SAF-2	The City will periodically conduct mock disaster exercises on a department-wide and City-wide basis to familiarize those City departments participating in the City's emergency operations, with the City Emergency Operations Plan, and to prepare them to respond in an appropriate and timely manner in the event of an emergency or disaster.	On-going	FY 23/24 planning and developing a tabletop exercise with fire department, regional partners and Knott's Berry Farm for a mass casualty incident at amusement park
SAF-9	Encourage use of Low Impact Development (LID) methods that capture and treat water on-site, therefore, reducing flows to storm drain system.	On-going	The Planning Division and Public Works Department coordinate review of Water Quality Management Plans (WQMP) as part of the design review process to ensure that new and substantially altered developments have sufficient storm water containment and treatment plans consistent with County and State Laws.
SAF-11	Regularly update the City's Hazardous Waste Management Plan.	In-Progress	Coordinate and supply assistance to Public Works Department and OC Fire Authority in the implementation of the plan. Participate in training and provide logistical support in emergency situations.
SAF-13	Continue to conduct periodic inspections of all businesses using or storing hazardous materials to ensure safe practices and improve communications with business personnel.	On-going	OCFA conducts annual site inspections of businesses to ensure safe storage of any hazardous materials and ensure functioning fire safety systems.
SAF-14	Adopt targets to reduce the volume and toxicity of hazardous waste committed to land disposal.	Not yet started	
SAF-18	Develop programs that inform and educate the community about potential risks, resources, roles, and responsibilities for addressing safety.	In-progress	The City is currently updating the Safety Element of the General Plan.
N-1	Review the City's existing codes and ordinances and determine how they should be modified to comprehensively address various noise sources, land use types, and compatibility issues.	On-going	The Planning Division regularly reviews Title 19 of the Buena Park Municipal Code for opportunities to improve standards related to noise and includes noise mitigation measures in conditions of approval for development projects.
N-2	Develop noise performance standards for mixed-use development.	In-progress	The Planning Division is working with a Consultant to develop standards for mixed-use development as part of the 6 <sup>th</sup> Cycle Housing Element implementation process which will include standards for noise levels consistent with the Building Code requirements for indoor noise levels and specified outdoor noise level standards where developments are

			located near high-noise conditions such as the SR-91 and I-5 freeways.
N-10	Develop and maintain a Noise Mitigation Guide that includes information regarding City noise regulations and programs.	Not yet started	
N-11	Create and maintain an inventory of existing noise levels and noise complaints within the City. Update the inventory every two years to monitor changes in the City's noise environment and the effectiveness of noise mitigation.	Not yet started	
ED-1	Complete a market analysis every few years, to re-assess the economic stability of the City's activity centers and from which to identify opportunities for improving a regional draw.	Not yet started	
ED-2	Regularly survey existing merchants as part of a City-wide business retention program, to assess their annual sales, constraints on performance, and overall satisfaction within the City.	Not yet started	
ED-3	Create and implement a marketing /branding action plan for the Entertainment Zone, including Buena Park Mall.	On-going	The City completed efforts regarding branding and marketing of the Entertainment Corridor through the E-Zone efforts and continues to look for opportunities to update the Entertainment Corridor Specific Plan.
ED-4	Develop City-wide marketing programs that promote "shop local" incentives for residents to utilize businesses located within the City.	In-progress	The Economic Development Department partners with the SBDC on business assistance events and outreach.
ED-7	Promote establishment of high-end retail and restaurants within the City.	On-going	The Economic Development Department regularly communicates with the commercial broker community on potential sites within the City. The City regularly attends the International Conference of Shopping Centers to promote locations for new commercial development.
ED-8	Develop comprehensive strategy to market the Auto Center to new dealerships and retain existing dealerships.	In-Progress	Through the former Redevelopment Agency and the Auto Center Specific Plan, the City acquired several parcels along Auto Center Drive for development of new car dealerships including Carmax and Premier. The City is working with Caltrans to acquire a portion of former ROW to complete the site acquisition along Auto Center Drive, east of Western Avenue for development of a new car dealership.
ED-9	Develop a city wide strategy to retain industrial business and promote the City to potential industrial users.	Not yet started	
ED-10	Provide low-interest property rehabilitation loans to Buena Park businesses through	Not yet started	

	Economic Development Department programs.		
ED-11	Provide rehabilitation assistance in targeted commercial districts to enable the upgrading of commercial properties	Not yet started	
ED-12	Develop and implement programs to attract new regional office users	On-going	The Economic Development Department regularly communicates with the commercial broker community on potential sites within the City. The City regularly attends the International Conference of Shopping Centers to promote locations for new commercial development.
ED-13	Develop programs that encourage small businesses seeking expansion or new startup businesses to utilize incubator spaces within the City.	On-going	The Economic Development Division administered over \$2,046,826 in small business grant assistance during COVID and continues to support small businesses through the Small Business Digital Optimization pilot program which provides training and 'seed' money for small businesses to grow their online advertising presence.
ED-14	Develop programs that encourage home-based businesses seeking expansion or new, small size, startup businesses to utilize incubator spaces within the City.	On-going	The City allows home-based businesses and cottage industries within single-family residences subject to compliance with Zoning Code.
EJ-1	Inventory and map existing public facilities in order to determine any deficiencies in levels of service and identify particular areas where public improvements, services, and facilities are needed.	In-progress	The Community Services Department recently kick-off development of a citywide Parks Master Plan which will inventory and map public parks and facilities along with recommendations on improvements to those facilities and programs.
EJ-2	Prioritize environmental justice needs when formulating and adopting the City's budget and Capital Improvement Plan.	On-going	
EJ-4	Seek funding to develop and implement urban heat island reduction plans and projects in vulnerable neighborhoods.	On-going	The City is exploring several grant opportunities and partnerships that are focused on environmental sustainability.
EJ-5	At public meetings and outreach events provide appropriate language services, childcare, and options for live or delayed online participation.	On-going	Translation services provided in both Spanish and Korean.
EJ-8	Include the results of public outreach with decision-makers to help inform their decision making process.	On-going	Planning Commission and City Council agenda reports include information about public outreach conducted for the specific project and program.
EJ-9	Seek grant funding for plans and projects to strengthen resilience in vulnerable neighborhoods.	On-going	The City is exploring several grant opportunities and partnerships that are focused on improving civic engagement and resiliency in disadvantaged neighborhoods.
EJ-10	Collaborate with governmental and non-governmental agencies to increase social networks and website updates to distribute	On-going	The City is exploring partnerships with non-profit organizations and community groups on multiple health and

	information on climate change and other threats to vulnerable populations. Include information on actions people can take to reduce exposure and increase resiliency.		sustainability issues including expansion of the City's smoking prohibition and improving civic engagement.
EJ-11	Seek grant funding to prepare a safe routes to schools plan for the City.	In-progress	Safe Routes to School analysis is included within the Citywide Active Transportation Plan that is currently underway.

**PURCHASE AND INSTALLATION OF CAMERAS, REPLACEMENT, AND UPGRADE OF THE BUENA PARK POLICE FACILITY CCTV CAMERA SYSTEM**

Meeting	Agenda Group
Tuesday, April 9, 2024, 5:00 PM	CONSENT CALENDAR Item: 4K
Presented By	Prepared By
Bradley Geyer, Captain	Ryan Dieringer, Lieutenant
Approved By	
Aaron France, City Manager	

**RECOMMENDED ACTION**

1) Approve a Professional Services Agreement with Specialized Installations for the purchase and installation of a new video surveillance system for the Buena Park Police Department Facility; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement and any documents necessary for the purchase of the hardware; and, 4) Dispense with formal bidding pursuant to Section 3.28.080 (H) of the Buena Park Municipal Code, based on a finding that dispensing with formal bidding for replacement and upgrades to the Buena Park Police Department's camera system is in the best interest of the City because it will allow the City to procure services and equipment that is compatible with existing infrastructure and needs.

**DISCUSSION**

The current cameras, recording storage unit, and other items at the City's Police Department facility are nearing the end-of-life cycle, and need to be replaced or upgraded. The cameras and system are critical and serve as the primary storage unit for majority of the jail camera operations. The current Pelco hardware system is over 10 years old and is at the end of its life cycle. This system upgrade will ensure the Department has up-to-date technology with ongoing technical support, which is necessary in the event of unforeseen hardware or software issues.

Staff has researched the specifications for a camera system that would provide optimal coverage of the Police Department facility, shooting range, and immediate parking lots. This system will utilize state-of-the-art high-definition cameras with digital media storage, remote operation, and a direct link to the Police Department's dispatch center, watch commander, and jail staff. The system will include sufficient digital media storage and a network system enabling future add-ons and enhancements to the system.

Staff recommends hiring Specialized Installations for this project. The use of single-source procurement is the most cost-effective procurement solution in this situation based on the continuation of upgrades and compatibilities to the other camera systems used in the police station facility. The learning curve to bring on a new vendor would be cost-prohibitive and would not provide the same level of historical subject matter expertise. Therefore, staff recommends dispensing with formal bidding pursuant to Section 3.28.080 (H) of the Buena Park Municipal Code, which does not require formal bidding where the City Council determines a different procurement method would be in the best interest of the City.

This project was coordinated with the Purchasing Manager and reviewed by the City Attorney.

## **BUDGET IMPACT**

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The cost of the upgrade is \$158,864.13. This project was included in the adopted Fiscal Year 2023-2024 budget (Account No. 11-650303-7840).

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## **Attachments**

Professional Service Agreement for Station Camera Project 2024.pdf

Sales Quote for BPPD Station (3-28-2024).pdf

**CITY OF BUENA PARK  
PROFESSIONAL SERVICES AGREEMENT**

DATE: April 9, 2024

SERVICES: Upgrade and install the Police Department CCTV camera system

PROJECT: **PURCHASE AND INSTALLATION OF CAMERAS, REPLACEMENT, AND UPGRADE OF THE BUENA PARK POLICE FACILITY CCTV CAMERA SYSTEM**

**PARTIES TO THE AGREEMENT:**

“CITY”: City of Buena Park, a California Municipal Corporation

City Representative: Name: Aaron France  
Title: City Manager  
Tel.: 714-562-3551  
Email: afrance@buenapark.com

“CONSULTANT”: Specialized Installations, a Sole Proprietorship

Consultant Representative: Name: **Dave Flanagan**  
Title: **Project Manager**  
Tel.: **949-697-4467**  
Email: **daveflan@fea.net**

**SUMMARY OF TERMS:**

Start Date: April 9, 2024

End Date: August 31, 2024

Contract Value: \$ 158,864.13

Services a “Public Work”: NO ☐ YES ☒ (add “PW Exhibit”)

Community Workforce Agreement: NO ☒ YES ☐ (add “CWA Exhibit”)

Insurance Approved By Risk Management: NO ☐ YES ☐

APPROVED BY:  
(select one)

☐ Department Head  
Contract Value ≤ \$10,000

☐ City Manager  
Contract Value ≤ \$80,000

☐ City Council  
Contract Value > \$80,000  
 (“Levine Act Exhibit” Required)



**AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE  
EXECUTED ON BEHALF OF THE CITY.**

**CITY OF BUENA PARK  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("*Agreement*") is dated as of April 9, 2024, between the City of Buena Park, a California charter city ("*CITY*"), and Specialized Installations, a [Sole Proprietorship] ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "*Parties*" and individually as a "*Party*."

**1. TERM.** The term of this Agreement shall commence on April 9, 2024 and shall remain in full force and effect until [August 31, 2024] unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement ("*Term*"), and subject to the longer term of the warranties described in Exhibit A.

**2. SERVICES.** Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "*Services*"). CITY may request changes or expansion of the Services (each a "*Modification*") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

**3. SCHEDULE OF PERFORMANCE.** CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

**4. COMPENSATION.** The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of \$158,864.13 ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

**5. PAYMENT.**

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

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

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

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

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

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

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

## **8. ADMINISTRATION.**

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

by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

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

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

## **10. INDEMNIFICATION AND HOLD HARMLESS.**

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

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

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

CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

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

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

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

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

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

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

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

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

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **11.9 Other Insurance Provisions.**

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

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

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

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

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

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

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

## **12. WORK PRODUCT.**

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

### **12.2 Ownership.**

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

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

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

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

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

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



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

## **16. SUSPENSION AND TERMINATION.**

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

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

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

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

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

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

## **19. MISCELLANEOUS TERMS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF BUENA PARK**  
**a California municipal corporation**

**CONSULTANT\***  
**Specialized Installations, Sole**  
**Proprietorship**  
**Name of Business**

Signature

Signature

Name: **Aaron France**

Name: **Dave Flanagan**

Title: **City Manager**

Title: **Owner**

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

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Christopher Cardinale, City Attorney

## EXHIBIT A

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

The proposal includes furnishing and installation of Axis Communications IP-based CCTV cameras, network switches, video recording server, and cabling to complete the project as shown on the attached quote.

Warranty - Minimum one (1) year from the date of the original purchase on installation, cameras, and other equipment installed. Manufacture limited hardware warranty will in respect of the hardware be free from defects in design, workmanship, and materials under normal use for a period of five (5) years from the date of the original purchase.

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

April 2024	Furnish and/or prepare the server, network switches, client PCs, monitors, and cameras. Bench test and confirm operations, IP addressing and system documentation.
May 2024	Remove existing equipment, furnish and install camera and systems for priority coverage of Station Parking Lots.
June 2024	Continue installing other indoor Station and Range camera systems.
July 2024	Observation, adjustments and updates as needed. Should any malfunction be observed, dispatch of personnel to address will be made within one working day.
July 31, 2024	Complete Project and accept.

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

It is Specialized Installations understanding that the following scope of work will be performed at the Buena Park Police Station Facility. The system of one Axis S1264-144TB server, Axis PTZ/Quad digital IP cameras and associated equipment. Systems include recording devices and display stations at multiple locations within the Police Station. A listing of equipment is attached.

Annual maintenance, additional future systems and equipment may be added at additional costs.

Provide training up to 8 hours when requested. Eight hours of end-user training on premises, tailored specifically to the City of Buena Park upon request. Training shall be the sufficient scope and depth to ensure that all staff shall be fully capable of operating the system. All training shall be completed at the request of City Management. The Contractor shall provide a copy of all training aids to the City. Training may include video overview from Axis Communications training materials, hands on guidance and from prepared written materials.

Installation work shall be subject to the payment of prevailing wage and requirements of Exhibit B to this Agreement.

**EXHIBIT B**

**PUBLIC WORKS - CALIFORNIA LABOR CODE REQUIREMENTS**

(Labor Code §§ 1720 *et seq.*, 1813, 1860, 1861, 3700)

If the Services, in whole or in part, constitute “public works” as defined by California law, then CONSULTANT shall comply with the terms and conditions set forth in this PUBLIC WORKS EXHIBIT.

“Public works” include, but is not limited to the following: BOUNDARY SURVEY WORK, TOPOGRAPHICAL SURVEY WORK, RELOCATION WORK, CONSTRUCTION INSPECTION, TESTING AND OVERSIGHT SERVICES, SITE ASSEMBLY WORK, PRECONSTRUCTION TESTING AND INSPECTION SERVICES, INSTALLATION AND REMOVAL OF TEMPORARY FENCING AT PROJECT SITES, OR GEOTECHNICAL WORK (INCLUDING SOIL AND COMPACTION TESTING, FIELD TECHNICIAN OBSERVATION OF ALL TRENCHING AND BACKFILL OPERATIONS, AND FIELD TECHNICIAN INSTALLATION OF MONITORING DEVICES).

As to any portion of the Services that are “public works,” CONSULTANT shall comply in all respects with all applicable provisions of the California Labor Code, including the following:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and CITY and CONSULTANT agree to be bound by all the provisions thereof as though set forth fully in this Agreement.
2. CONSULTANT shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.
3. CONSULTANT agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Applicable prevailing wage determinations are also on file with CITY and are available to any interested party upon request. CONSULTANT shall, as a penalty to CITY, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by any subcontractor.

4. Pursuant to California Labor Code Section 1771.4, CONSULTANT’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post job site notices as prescribed by DIR regulations and furnish the

records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

5. CONSULTANT shall comply with the provisions of California Labor Code Section 1776 which, among other things, require CONSULTANT and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform CITY of the location of the records. CONSULTANT is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. CONSULTANT shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONSULTANT is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
7. CONSULTANT shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONSULTANT hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.



**EXHIBIT C**

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

**LEVINE ACT DISCLOSURE STATEMENT**

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than \$250 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

**LEVINE ACT DISCLOSURES:**

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

YES \_\_\_ NO \_\_\_

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

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

YES \_\_\_ NO \_\_\_

If yes, please identify the Councilmember(s):

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
NAME, TITLE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2024

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 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).

<b>PRODUCER</b> California Southwestern Insurance Agency License Number 0443354 25 Orchard, Suite 100 Lake Forest CA 92630	<b>CONTACT NAME:</b> Veronica Vazquez, CISR <b>PHONE (A/C, No, Ext):</b> (949) 472-6560 <b>FAX (A/C, No):</b> (949) 588-8348 <b>E-MAIL ADDRESS:</b> vvazquez@csla-ins.com																					
<b>INSURED</b> Dave Flanagan DBA: Specialized Installations 6789 Quail Hill Pkwy, #505 Irvine CA 92603	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B:</td><td>Ohio Security Insurance</td><td></td></tr><tr><td>INSURER C:</td><td>Markel American Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Evanston Insurance Company	35378	INSURER B:	Ohio Security Insurance		INSURER C:	Markel American Insurance Company		INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**

CERTIFICATE NUMBER: GL, AUTO &amp; EXCESS 23-24

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		3AA699141	8/10/2023	8/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BAS56673557	8/21/2023	8/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			EZX83125961	8/10/2023	8/10/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**APPROVED**

By Laurie Aubuchon at 1:29 pm, Mar 28, 2024

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

City Of Buena Park is included as additional insured where required by written contract per the attached endorsements CG 20 33 12 19 and CG 20 39 12 19 with respects to general liability only. A waiver of subrogation is in favor of the additional insured where required by written contract per the attached endorsement CG 24 53 12 19 with respects to general liability only.  
Certificate holder is included as additional insured where required by written contract per the attached endorsement AC 85 43 08 21 with respects to commercial auto only.  
\*This certificate supersedes the one issued on 03/13/2024.

**CERTIFICATE HOLDER**

MGuzman@buenapark.com

City Of Buena Park  
6650 Beach Boulevard  
Buena Park, CA 90621

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

V Vazquez, CISR/VAV

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ACORD 25 (2014/01)

INS025 (201401)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT  
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN A WRITTEN CONSTRUCTION  
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

### COVERAGE INDEX

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**SECTION II - LIABILITY COVERAGE** is amended as follows:

#### 1. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

**SECTION II - LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:
  - (1) Is a partnership or joint venture; or
  - (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
  - (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

## 2. EMPLOYEES AS INSURED

**SECTION II - LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

## 3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

**SECTION II - LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

- g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 23, this policy is excess over any other collectible insurance.

## 4. SUPPLEMENTARY PAYMENTS

**SECTION II - LIABILITY COVERAGE**, **Coverage Extensions**, **2.a. Supplementary Payments**, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations ) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## 5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

**SECTION II - LIABILITY**, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

## 6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":



- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
  - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
    - (1) \$50,000; or
    - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
    - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
  - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
  - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
  - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
  - e. This coverage extension does not apply to:
    - (1) Any "auto" that is hired, rented or borrowed with a driver; or
    - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

## 7. TOWING AND LABOR

**SECTION III - PHYSICAL DAMAGE COVERAGE**, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

## 8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

## 9. RENTAL REIMBURSEMENT

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.



- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.B**.

#### **10. EXTRA EXPENSE - BROADENED COVERAGE**

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

#### **11. PERSONAL EFFECTS COVERAGE**

**A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

**B. SECTION V - DEFINITIONS** is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

#### **12. ACCIDENTAL AIRBAG DEPLOYMENT**

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

#### **13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible**, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

#### **14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph **a.** of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
  - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
  - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
  - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

## 15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

- A. Paragraph **C. Limit Of Insurance** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
  - d. Transfer or rollover balances from previous loans or leases;
  - e. Final payment due under a "Balloon Loan";
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
  - g. Security deposits not refunded by a lessor;
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
  - i. Any amount representing taxes;
  - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

### B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

- C. **SECTION V - DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

## 16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

## 17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

#### 18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible** :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

**SECTION IV - BUSINESS AUTO CONDITIONS** is amended as follows:

#### 19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

**SECTION IV- BUSINESS AUTO CONDITIONS**, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

#### 20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

**SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) Member, if you are a limited liability company;
  - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

#### 21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

#### 22. HIRED AUTO COVERAGE TERRITORY

**SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**SECTION V - DEFINITIONS** is amended as follows:

**24. BODILY INJURY REDEFINED**

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



Minimum insurance requirements for the City of Buena Park include Worker's Compensation coverage per statutory limits. Section 3700 of the Labor Code of the State of California requires every employer to be insured for Workers Compensation or to undertake self-insurance.

You may submit a **CERTIFICATION OF EXEMPTION** for waiver of this requirement if you do not employ anyone in a manner that is subject to worker's compensation laws of the State of California. (*Exception: all contractors with a C-39 Roofing classification are not eligible for exemption from workers' compensation.*)

**CERTIFICATE OF EXEMPTION FROM WORKERS'  
COMPENSATION INSURANCE**

I hereby certify that in the performance of the work for which this AGREEMENT/CONTRACT/PERMIT is entered into, I shall not employ any person in any manner so as to become subject to the Workers Compensation Laws of the State of California.

Executed on this 13 day of MARCH, 2024

at IRVINE, California.

Signature: \_\_\_\_\_

Printed Name and Title:

DAVE FLANAGAN

Consultant/Contractor/Permitee Name:

SPECIALIZED INSTALLATIONS



BPPD Station CCTV Proposal				
Model	Part number	Quote price (USD)	Qty	Total
AXIS Q6010-E 60 Hz	01981-001	\$ 1,750.00	10	\$ 17,500.00
AXIS C1410	01916-001	\$ 325.00	2	\$ 650.00
AXIS M3085-V	02373-001	\$ 275.00	8	\$ 2,200.00
AXIS Q6075-E 60 Hz	01752-004	\$ 3,250.00	9	\$ 29,250.00
AXIS T91B57 Pole Mount 100-410 mm	01470-001	\$ 120.00	5	\$ 600.00
AXIS T91G61 Wall Mount	5506-951	\$ 215.00	5	\$ 1,075.00
AXIS Q9216-SLV Steel	01766-001	\$ 1,200.00	5	\$ 6,000.00
AXIS C1310-E	01796-001	\$ 559.99	3	\$ 1,679.97
AXIS T91D62 Telescopic Parapet Mount	5507-271	\$ 375.00	4	\$ 1,500.00
AXIS T94A01D Pendant Kit	5502-431	\$ 55.00	4	\$ 220.00
AXIS D1110 Video Decoder 4K	02282-001	\$ 625.00	2	\$ 1,250.00
AXIS S1264 Rack 64 TB	02540-001	\$ 14,000.00	1	\$ 14,000.00
AXIS D8208-R Industrial PoE++ Switch	02621-001	\$ 1,050.00	3	\$ 3,150.00
AXIS T8504-E Outdoor PoE Switch	01449-001	\$ 1,250.00	4	\$ 5,000.00
AXIS T8524 PoE+ Network Switch	01192-004	\$ 925.00	2	\$ 1,850.00
AXIS P4705-PLVE	02415-001	\$ 950.00	4	\$ 3,800.00
AXIS Q6010-E Solo Kit	02221-001	\$ 120.00	1	\$ 120.00
AXIS T91B63 Ceiling Mount	5504-641	\$ 120.00	1	\$ 120.00
Outdoor shielded cabling, connectors and misc. other supplies	-	\$ 350.00	9	\$ 3,150.00
Indoor cabling, connectors and misc other installation supplies.	-	\$ 125.00	20	\$ 2,500.00
WC Displays	-	\$ 500.00	2	\$ 1,000.00
Taxable items				\$ 96,614.97
Sales Tax	7.75%			\$ 7,487.66
<b>Materials Subtotal</b>				<b>\$ 104,102.63</b>
Installation/Configuration/Training/Support - Outdoor	-	\$ 2,000.00	10	\$ 20,000.00
Installation/Configuration/Training/Support - Server Room	-	\$ 3,500.00	1	\$ 3,500.00
Installation/Configuration/ of devices - WC Displays	-	\$ 250.00	2	\$ 500.00
Installation/Configuration/Training/Support - Indoor	-	\$ 850.00	20	\$ 17,000.00
<b>Installation Subtotal</b>				<b>\$ 41,000.00</b>
<i>Labor rates inclusive of prevailing wage rates</i>				
10% Contingency	-	\$ 13,761.50	1	\$ 13,761.50
<b>Total</b>				<b>\$ 158,864.13</b>

**City of Buena Park**  
**City Council Regular Meeting Agenda Report**

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**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH HARDY & HARPER, INC. FOR THE CABALLERO BOULEVARD PAVEMENT REHABILITATION PROJECT**

Meeting	Agenda Group
Tuesday, April 9, 2024, 5:00 PM	NEW BUSINESS Item: 5A
Presented By	Prepared By
Jason Tran, E.I.T., Assistant Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	

**RECOMMENDED ACTION**

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1) Adopt a resolution approving the plans and specifications for the Caballero Boulevard Pavement Rehabilitation Project; 2) Award a contract to Hardy & Harper, Inc. in the amount of \$659,000; 3) Authorize contingency funds in the amount of \$76,000; 4) Authorize construction engineering funds in the amount of \$65,000; 5) Authorize a purchase order for The Solis Group in the amount of \$5,380 for the Community Workforce Administration (CWA); 6) Authorize contingency funds in the amount of \$1,345 for the Community Workforce Administration (CWA); 7) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 8) Authorize the City Manager and City Clerk to execute the contract.

**DISCUSSION**

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The Caballero Boulevard Pavement Rehabilitation Project is budgeted as a Capital Improvement Project. The pavement in the project site experiences heavy truck traffic and pavement failures. This project will include a grind, overlay, and dig-outs of asphalt pavement from Valley View Street to Regio Avenue. Additional improvements will include utility lid adjustments, curb drain replacements, catch basin repairs, and new traffic signing and striping.

The project was advertised for competitive bids on February 29, 2024. Five (5) bids were received and publicly opened on March 21, 2024. Bid amounts ranged from \$659,000 to \$749,262. The lowest, responsible bid was submitted by Hardy & Harper Inc. of Lake Forest, CA in the amount of \$659,000. This contractor possesses the required license and has completed similar projects for the City of Buena Park and other cities such as Manhattan Beach, Norwalk, and Fullerton. Construction is anticipated to begin in May 2024, and be completed by July 2024. Staff recommends awarding a contract to Hardy & Harper, Inc. for this purpose.

**BUDGET IMPACT**

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Total cost for the project is in the amount of \$806,725, as shown below:

Construction Contract: \$659,000



Construction Engineering: \$65,000  
Construction Contingency: \$76,000  
Community Workforce Agreement Administration: \$5,380  
Community Workforce Agreement Contingency: \$1,345  
Total Project Cost: \$806,725

The project was budgeted for the 2023-2024 Fiscal Year as a Capital Improvement Project (CIP), and will be funded by the Measure M2 Fund (Account No. 25-9806-590186).

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## **Attachments**

Resolution

Location Map

Bid Results

Bid Summary

Contract

CWA Proposal

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING  
PLANS AND SPECIFICATIONS FOR **THE CABALLERO BOULEVARD PAVEMENT  
REHABILITATION PROJECT** IN SAID CITY.

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

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

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

**CABALLERO BOULEVARD PAVEMENT REHABILITATION PROJECT**

PASSED AND ADOPTED this 9<sup>th</sup> day of April 2024, by the following called vote:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS

ATTEST:

\_\_\_\_\_  
Mayor

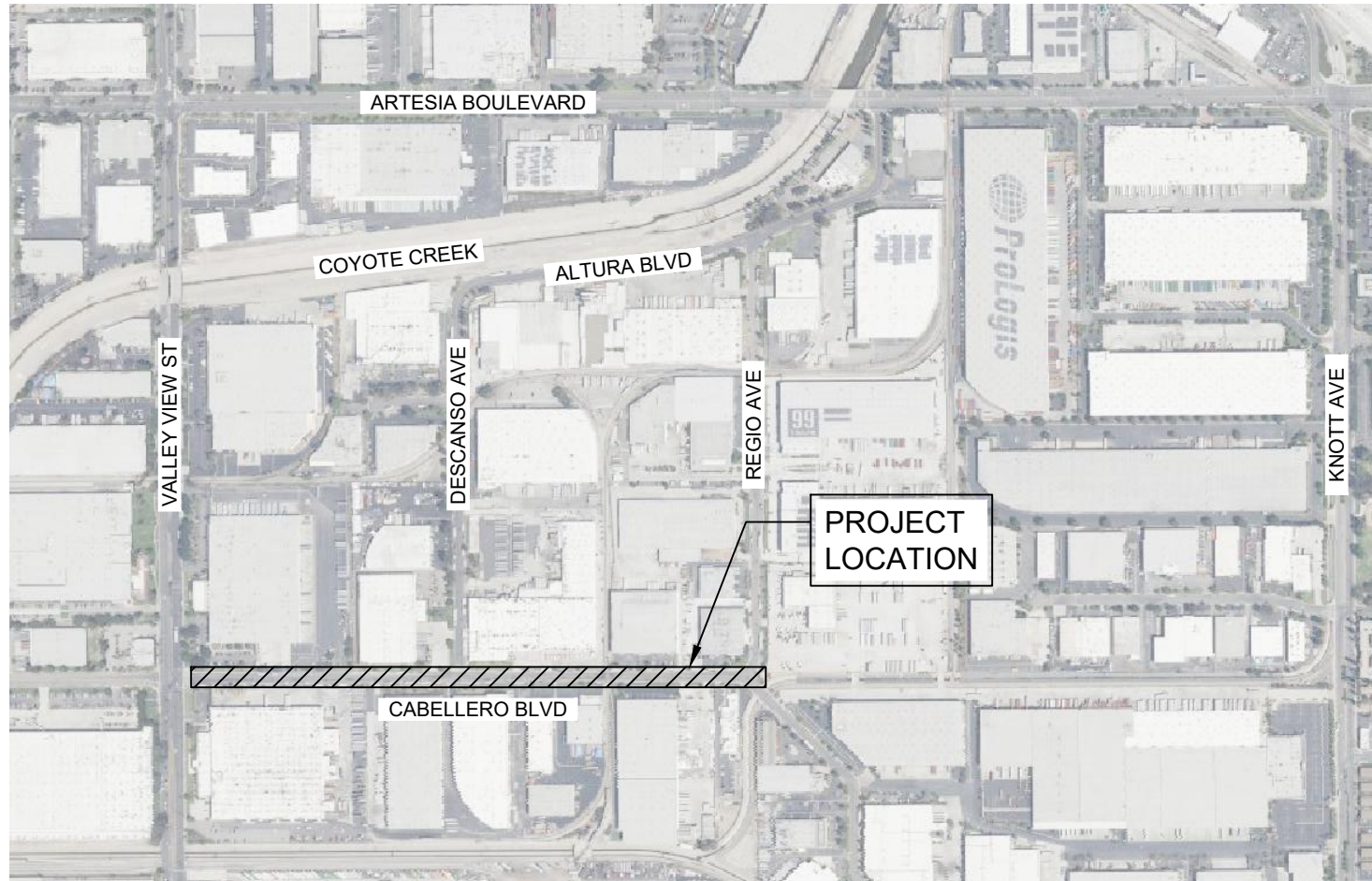
\_\_\_\_\_  
City Clerk

I, Adria M. Jimenez, MMC, City Clerk, 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 9<sup>th</sup> day of April 2024.

\_\_\_\_\_  
City Clerk

# LOCATION MAP

## CABELLERO BOULEVARD PAVEMENT REHABILITATION



NOT TO SCALE

City of Buena Park  
**BID RESULTS**  
**CABALLERO BOULEVARD PAVEMENT REHABILITATION**  
**507**  
Bid No. 2024-07  
Bid Opening. 03/21/2024- 2:30 P.M.

Company Name		Bid Amount	
1	Hardy & Harper, Inc.	\$	659,000.00
2	Onyx Paving Company, Inc.	\$	691,695.00
3	RJ Noble Company	\$	724,783.15
4	All American Asphalt	\$	742,742.00
5	Excel Paving Company	\$	749,262.00

CABALLERO BOULEVARD PAVEMENT REHABILITATION PROJECT  
Project No. 507 - Bid No. 2024-07  
Bid Summary  
Bid Opening: March 21, 2024 - 2:30 P.M.

				Hardy & Harper, Inc.		Onyx Paving Company, Inc.		All American Asphalt		Palp, Inc. DBA Excel Paving Company		RJ Noble Company		Engineer's Estimate		Average	
Item No	Approx. Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	Storm Water Pollution Prevention Plan (SWPPP/BMP)	\$5,460.00	\$5,460.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$7,492.00	\$7,492.00
2	1	LS	Traffic control including computerized message signs, construction information signs, and steel plates	\$64,262.00	\$64,262.00	\$83,500.51	\$83,500.51	\$108,680.90	\$108,680.90	\$84,000.00	\$84,000.00	\$104,000.00	\$104,000.00	\$30,000.00	\$30,000.00	\$74,088.68	\$74,088.68
3	126,000	SF	Cold Mill and Remove 2.5-inch of Existing AC Pavement	\$0.50	\$63,000.00	\$0.34	\$42,840.00	\$0.51	\$64,260.00	\$0.59	\$74,340.00	\$0.30	\$37,800.00	\$0.60	\$75,600.00	\$0.51	\$64,008.00
4	1,903	TONS	Construct 2.5-inch thick asphalt concrete surface course, type III C3 PG 70-10 (1/2" rock) with forta-fi fiber reinforcement or approved equal	\$131.00	\$249,293.00	\$133.00	\$253,099.00	\$132.00	\$251,196.00	\$132.00	\$251,196.00	\$140.00	\$266,420.00	\$130.00	\$247,390.00	\$131.60	\$250,434.80
5	24,000	SF	Digout and remove 6-inch of existing asphalt concrete pavement	\$2.90	\$69,600.00	\$2.00	\$48,000.00	\$3.15	\$75,600.00	\$2.50	\$60,000.00	\$1.80	\$43,200.00	\$10.00	\$240,000.00	\$4.11	\$98,640.00
6	870	TONS	Construct 6-inch thick asphalt concrete base course, type III B2 PG 70-10 (3/4" rock) over compacted base	\$92.00	\$80,040.00	\$129.00	\$112,230.00	\$128.00	\$111,360.00	\$146.00	\$127,020.00	\$150.00	\$130,500.00	\$150.00	\$130,500.00	\$129.00	\$112,230.00
7	100	TONS	Optional - Asphalt Concrete Leveling course type D2 Mix (Dense fine) PG 64-10	\$126.00	\$12,600.00	\$137.00	\$13,700.00	\$115.00	\$11,500.00	\$143.00	\$14,300.00	\$150.00	\$15,000.00	\$125.00	\$12,500.00	\$129.20	\$12,920.00
8	100	CY	Optional - Over Excavation (Unsuitable Area)	\$180.00	\$18,000.00	\$156.00	\$15,600.00	\$120.00	\$12,000.00	\$200.00	\$20,000.00	\$150.00	\$15,000.00	\$150.00	\$15,000.00	\$161.20	\$16,120.00
9	16	EA	Adjust Water Valve and Cover to Grade per City Std. 518	\$1,212.00	\$19,392.00	\$1,575.00	\$25,200.00	\$1,000.00	\$16,000.00	\$1,600.00	\$25,600.00	\$1,300.00	\$20,800.00	\$1,000.00	\$16,000.00	\$1,277.40	\$20,438.40
10	8	EA	Remove and Install a New Composite Frame & Cover to grade per City Standard No. 505 & Specification Section 500.	\$1,880.00	\$15,040.00	\$3,300.00	\$26,400.00	\$2,200.00	\$17,600.00	\$3,200.00	\$25,600.00	\$2,500.00	\$20,000.00	\$3,000.00	\$24,000.00	\$2,716.00	\$21,728.00
11	2	EA	Adjust Existing City Sewer Manhole Frame and Cover to grade	\$1,212.00	\$2,424.00	\$1,630.00	\$3,260.00	\$1,400.00	\$2,800.00	\$1,600.00	\$3,200.00	\$1,300.00	\$2,600.00	\$1,000.00	\$2,000.00	\$1,368.40	\$2,736.80
12	1	EA	Adjust Existing OCSD Sewer Manhole Cover to Grade per OCSD standarrds	\$1,630.00	\$1,630.00	\$2,260.00	\$2,260.00	\$1,400.00	\$1,400.00	\$2,200.00	\$2,200.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$1,898.00	\$1,898.00
13	2	EA	Reset Benchmark/Survey Monument	\$1,890.00	\$3,780.00	\$3,200.00	\$6,400.00	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00	\$3,200.00	\$6,400.00	\$2,000.00	\$4,000.00	\$2,178.00	\$4,356.00
14	1	EA	Remove existing concrete parkway drain and construct concrete curb drain per City Standard No. 214	\$13,300.00	\$13,300.00	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$11,060.00	\$11,060.00
15	1	EA	Remove and replace in kind existing curb, gutter, and metal grate of storm drain catch basin to nearest joint	\$18,300.00	\$18,300.00	\$20,000.00	\$20,000.00	\$22,000.00	\$22,000.00	\$14,000.00	\$14,000.00	\$16,000.00	\$16,000.00	\$10,000.00	\$10,000.00	\$16,860.00	\$16,860.00
16	2,010	LF	Install 6-inch yellow centerline striping per Caltrans Std Plan A20A Detail 2	\$1.80	\$3,618.00	\$1.70	\$3,417.00	\$1.80	\$3,618.00	\$2.00	\$4,020.00	\$1.95	\$3,919.50	\$2.00	\$4,020.00	\$1.86	\$3,738.60
17	545	LF	Install 6-inch yellow two direction no passing zone striping per Caltrans Std Plan A20A Detail 22	\$1.00	\$545.00	\$2.70	\$1,471.50	\$0.70	\$381.50	\$1.00	\$545.00	\$0.75	\$408.75	\$2.00	\$1,090.00	\$1.48	\$806.60

				Hardy & Harper, Inc.		Onyx Paving Company, Inc.		All American Asphalt		Palp, Inc. DBA Excel Paving Company		RJ Noble Company		Engineer's Estimate		Average	
Item No	Approx. Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
18	140	LF	Install 8-inch white lane line striping per Caltrans Std Plan A20D Detail 38	\$1.70	\$238.00	\$2.70	\$378.00	\$1.70	\$238.00	\$2.00	\$280.00	\$1.85	\$259.00	\$2.00	\$280.00	\$2.02	\$282.80
19	25	LF	Install 12-inch white stop line striping per Caltrans Std Plan A24G	\$3.00	\$75.00	\$12.85	\$321.25	\$2.75	\$68.75	\$3.00	\$75.00	\$3.00	\$75.00	\$5.00	\$125.00	\$5.32	\$133.00
20	50	LF	Install 24-inch white stop line striping per Caltrans Std Plan A24G	\$5.50	\$275.00	\$14.10	\$705.00	\$5.50	\$275.00	\$6.00	\$300.00	\$6.00	\$300.00	\$8.00	\$400.00	\$7.82	\$391.00
21	2	EA	Install white Type VII left arrow per Caltrans Std Plan A24A	\$150.00	\$300.00	\$330.00	\$660.00	\$150.00	\$300.00	\$150.00	\$300.00	\$165.00	\$330.00	\$250.00	\$500.00	\$206.00	\$412.00
22	2	EA	Install white Type VI right arrow per Caltrans Std Plan A24A	\$85.00	\$170.00	\$183.00	\$366.00	\$85.00	\$170.00	\$85.00	\$170.00	\$90.00	\$180.00	\$250.00	\$500.00	\$137.60	\$275.20
23	2	EA	Install white railroad crossing pavement symbol per Caltrans Std Plan A24B	\$470.00	\$940.00	\$860.00	\$1,720.00	\$470.00	\$940.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$250.00	\$500.00	\$510.00	\$1,020.00
24	2	EA	Install white stop pavement symbol per Caltrans Std Plan A24B	\$100.00	\$200.00	\$280.00	\$560.00	\$100.00	\$200.00	\$100.00	\$200.00	\$110.00	\$220.00	\$500.00	\$1,000.00	\$216.00	\$432.00
25	4	EA	Install Type G One-Way Clear Retroreflective Marker	\$10.00	\$40.00	\$6.00	\$24.00	\$10.00	\$40.00	\$10.00	\$40.00	\$15.00	\$60.00	\$4.00	\$16.00	\$8.00	\$32.00
26	68	EA	Install type D two-way yellow reflective marker	\$10.00	\$680.00	\$4.50	\$306.00	\$10.00	\$680.00	\$10.00	\$680.00	\$15.00	\$1,020.00	\$4.00	\$272.00	\$7.70	\$523.60
27	8	EA	Install two-way blue retroreflective marker	\$10.00	\$80.00	\$25.00	\$200.00	\$10.00	\$80.00	\$10.00	\$80.00	\$15.00	\$120.00	\$4.00	\$32.00	\$11.80	\$94.40
28	2	EA	Install Type E traffic loop detector per Caltrans Std ES-5B	\$1,275.00	\$2,550.00	\$1,340.00	\$2,680.00	\$1,275.00	\$2,550.00	\$1,300.00	\$2,600.00	\$1,400.00	\$2,800.00	\$550.00	\$1,100.00	\$1,148.00	\$2,296.00
29	1,642	LF	Sand blast and remove existing red paint from curb	\$4.00	\$6,568.00	\$2.00	\$3,284.00	\$4.00	\$6,568.00	\$5.00	\$8,210.00	\$4.40	\$7,224.80	\$5.00	\$8,210.00	\$4.00	\$6,568.00
30	1,809	LF	Paint red curb	\$2.00	\$3,618.00	\$1.56	\$2,822.04	\$2.15	\$3,889.35	\$3.00	\$5,427.00	\$2.30	\$4,160.70	\$5.00	\$9,045.00	\$2.74	\$4,960.28
31	3	EA	Install R28 (R-CA) sign and post	\$240.00	\$720.00	\$415.00	\$1,245.00	\$240.00	\$720.00	\$240.00	\$720.00	\$260.00	\$780.00	\$300.00	\$900.00	\$287.00	\$861.00
32	3	EA	Install R28 (L-CA) sign and post	\$240.00	\$720.00	\$415.00	\$1,245.00	\$240.00	\$720.00	\$240.00	\$720.00	\$260.00	\$780.00	\$300.00	\$900.00	\$287.00	\$861.00
33	2	EA	Remove and relocate existing sign and post per plans	\$180.00	\$360.00	\$455.00	\$910.00	\$180.00	\$360.00	\$180.00	\$360.00	\$200.00	\$400.00	\$200.00	\$400.00	\$239.00	\$478.00
34	393	LF	Install 6-inch white striping per MUTCD (CA) Detail 27B	\$3.00	\$1,179.00	\$2.25	\$884.25	\$2.40	\$943.20	\$3.00	\$1,179.00	\$2.60	\$1,021.80	\$2.00	\$786.00	\$2.53	\$994.29
35	3	EA	Install 8-inch white diagonal crosshatch striping per plans	\$1.00	\$3.00	\$2.15	\$6.45	\$1.10	\$3.30	\$300.00	\$900.00	\$1.20	\$3.60	\$500.00	\$1,500.00	\$160.85	\$482.55
TOTAL =				\$659,000.00		\$691,695.00		\$742,742.00		\$749,262.00		\$724,783.15		\$860,566.00		\$740,653.00	

# **CONTRACT**

## **CITY OF BUENA PARK CONTRACT FOR CABALLERO BOULEVARD PAVEMENT REHABILITATION “Project”**

**Project Number: 507  
Bid Number: 2024-07**

This CONTRACT (“Contract”) is made and entered this 9th day of April, 2024 (“Effective Date”), by and between the CITY OF BUENA PARK, a California municipal corporation (“City”) and HARDY & HARPER, INC., California Corporation (“Contractor”). Contractor’s California State Contractor’s license number is 215952. The Contractor and the City are sometimes referred to herein collectively as the “Parties” and singularly as “Party.”

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

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

- A. This Contract;
- B. The Notice Inviting Bids for the above-referenced project (“Project”), dated February 29, 2024;
- C. The Instructions to Bidders for the Project, dated February 29, 2024;
- D. Contractor’s Bid for the Project, dated March 21, 2024 (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award);
- E. The Contractor’s Bonds for the Bid and the Project;
- F. The final working drawings, plans, and specifications for the Project as approved by the City, and dated February 2024 (“Plans and Specifications”).
- G. The City of Buena Park’s Standard Specifications for Public Works Projects, Latest Edition;
- H. The City of Buena Park’s Special Provisions for Public Works Projects, Latest Edition;
- I. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
- J. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

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

3. Compensation. In consideration for Contractor's performance of the Work required to complete the Project hereunder, City shall pay Contractor a total *NOT-TO-EXCEED* amount of SIX HUNDRED FIFTY NINE THOUSAND dollars (\$659,000) in accordance with the prices as submitted in the Bid ("Compensation"). The Compensation shall be the total and complete such payable by the City for any and all costs, direct or indirect, of the Contractor for provision of the Work and completion of the Project, including but not limited to general and supplementary conditions, performance and payment bonds, Contractor fee for construction, and Contractor overhead and profit, and any other items of costs, accounting, or expense relating to or arising therefrom. Compensation shall under no circumstances be increased except via a formal change order approved by the City; and only if such overruns result of additional scope from the City, as opposed to price overruns, delays, errors, or omissions.

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

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

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

**A. Compensation Insurance.**

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

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

*"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*



## B. General Insurance Requirements

1. Types of Coverage. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:
  - a. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.
  - b. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).
  - c. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.
2. Minimum Limits of Insurance. Contractor shall maintain insurance coverage limits no less than:
  - a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specified language creating a duty to defend against any suit seeking damages.
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  - c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- C. Deductibles and Self-Insured Retentions. Any deductibles and/or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or, the Contractor shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. Other Insurance Provisions. The Contractor and City further agree as follows:
  1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.
  2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any

party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.
6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.
7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.
8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.
9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.
10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11 All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."

12. All insurance coverage shall contain a clause substantially in the following words:  
*"It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter."*
13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.
14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.
16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.
17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.
18. Contractor agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. Contractor agrees that no contract, standard form or otherwise, used by any party in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

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

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

copies.

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

7. Indemnification.

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

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

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

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

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

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

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

10. Community Workforce Agreement. The City and contractor acknowledge that the project is covered by a Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions (the "CWA"). Contractor agrees to abide by the terms and conditions of the CWA.

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

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

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

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

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

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

**CITY OF BUENA PARK**

By: \_\_\_\_\_  
City Manager

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

\_\_\_\_\_  
("CONTRACTOR")

By: \_\_\_\_\_

By: \_\_\_\_\_

Bond No. \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to \_\_\_\_\_

\_\_\_\_ (“Principal”)

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

# CABALLERO BOULEVARD PAVEMENT REHABILITATION

(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of

Dollars (\$ \_\_\_\_\_), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code

Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*



Bond No. \_\_\_\_\_

## FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

### CABALLERO BOULEVARD PAVEMENT REHABILITATION (Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), this amount being not less than 100% of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under

this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

By: \_\_\_\_\_  
Its

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**WORKER’S COMPENSATION  
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Buena Park (“City”) has required certain insurance to be provided by:

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Buena Park  
City Hall  
6650 Beach Boulevard  
Buena Park, CA 90621

The insureds under such policy or policies are:

2. Workers’ Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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By: 

---

Its Authorized Representative

## PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

are authorized to sign bills and/or receive checks.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any subsequent changes to supersede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: \_\_\_\_\_  
(name and title)

For: \_\_\_\_\_  
(Bidder)

## ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

---

*Name and address of named insured ("Named Insured"):*

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*Name and address of insurance company ("Company"):*

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*General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager  
City of Buena Park  
City Hall  
6650 Beach Boulevard  
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |  |  |
|--|--|
| <input type="checkbox"/> Contractual Liability         | <input type="checkbox"/> Explosion Hazard            |
| <input type="checkbox"/> Owners/Landlords/Tenants      | <input type="checkbox"/> Collapse Hazard             |
| <input type="checkbox"/> Manufacturers/Contractors     | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability         |
| <input type="checkbox"/> Broad Form Property Damage    | <input type="checkbox"/> Liquor Liability            |
| <input type="checkbox"/> Extended Bodily Injury        | <input type="checkbox"/> _____                       |
| <input type="checkbox"/> Broad Form Comprehensive      | <input type="checkbox"/> _____                       |
| General Liability Endorsement                          | <input type="checkbox"/> _____                       |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$\_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

I, \_\_\_\_\_ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative  
(*Original signature only; no facsimile signature  
or initialed signature accepted*)

## **ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY**

---

*Name and address of named insured ("Named Insured"):*

---

*Name and address of insurance company ("Company"):*

---

*General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager  
City of Buena Park  
City Hall  
6650 Beach Boulevard  
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |  |  |
|--|--|
| <input type="checkbox"/> Any Automobiles       | <input type="checkbox"/> Truckers Coverage         |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act         |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles     | <input type="checkbox"/> Public Livery Coverage    |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____                     |
| <input type="checkbox"/> Garage Coverage       | <input type="checkbox"/> _____                     |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$\_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

I, \_\_\_\_\_ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative  
(*Original signature only; no facsimile signature  
or initialed signature accepted*)

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_



## **ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY**

---

*Name and address of named insured ("Named Insured"):*

---

*Name and address of insurance company ("Company"):*

---

*General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Buena Park("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager  
City of Buena Park  
City Hall  
6650 Beach Boulevard  
Buena Park, CA 90621

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ Following Form  
☐ Umbrella Liability  
☐ \_\_\_\_\_

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NUMBER</u>	<u>AMOUNT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A ☐ deductible or ☐ self-insured retention (*check one*) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

14. This is an ☐ occurrence or ☐ claims made policy (*check one*).

15. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

I, \_\_\_\_\_(*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20\_\_\_\_

Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative  
(*Original signature only; no facsimile signature  
or initialed signature accepted*)



**Headquarters**  
3452 E Foothill Blvd / Suite 200  
Pasadena, CA 91107 USA

P 626 685 6989  
F 626 685 6985

thesolisgroup.com

March 28, 2024

Jason Tran, EIT, Assistant Engineer  
City of Buena Park  
Department of Public Works  
6650 Beach Boulevard  
Buena Park, CA 90621

Re: Proposal for CWA Administration Services for the  
**Cabellero Blvd Pavement Rehabilitation Project**

Dear Jason Tran:

The Solís Group (TSG) is pleased to submit this cost proposal to provide CWA administration services required for the above referenced project. The work scope for this assignment is based on our proposal dated June 3, 2022. Our cost proposal based on information provided by the City is summarized below.

Project Description	Construction Value	Duration (including closeout)	Monthly Cost	Life of Project Cost Estimate
Cabellero Blvd Pavement Rehabilitation	\$ 659,000	4	\$ 1,345	\$ 5,380
TOTAL COST				\$ 5,380

If actual construction (including punch list) and closeout extends beyond the planned duration, we will examine the need for additional budget.

We appreciate the opportunity to serve the City. If you have any questions regarding this cost proposal, please contact the undersigned. Please send Notice-to-Proceed to Sabrina Cristi, Accounting Assistant, at [scristi@thesolisgroup.com](mailto:scristi@thesolisgroup.com).

Sincerely,

Lina Gerpe  
Marketing Pursuit Lead

**PROFESSIONAL SERVICES AGREEMENT WITH WESTERN AUDIO VISUAL SERVICES (WAVS) FOR UPGRADES TO THE POLICE DEPARTMENT TRAINING ROOM/EMERGENCY OPERATIONS CENTER (EOC) AUDIO/VISUAL SYSTEM**

Meeting	Agenda Group
Tuesday, April 9, 2024, 5:00 PM	NEW BUSINESS Item: 5B
Presented By	Prepared By
Bradley Geyer, Captain	Ryan Dieringer, Lieutenant
Approved By	
Aaron France, City Manager	

**RECOMMENDED ACTION**

1) Approve a Professional Services Agreement with Western Audio Visual for upgrades to the audio/visual (A/V) system in the Police Department Training Room/Emergency Operations Center (EOC); 2) Authorize the City Manager and City Attorney to make any necessary non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; 4) Approve a budget amendment in the amount of \$122,093.35 from the General Fund revenues for this purpose; and, 5) Determine that dispensing with competitive bidding pursuant to Buena Park Municipal Code 3.28.080 (H) is in the best interest of the City.

**DISCUSSION**

When the Buena Park Police Department Building opened in December 2009, it housed a Training Room equipped with what was then a state-of-the-art A/V system. This system included three digital video projectors, five satellite video monitors, microphones, distributed speakers, and a control system based on a primordial digital tablet. It represented a considerable leap forward from the televisions, VCRs, and overhead slide projectors in the old police building's training room. The Training Room is also home to the City's EOC.

Technology has continued to evolve since the building was built and the Training Room A/V suite has barely changed. Broken equipment has been replaced by the closest comparable models or simply left in place. The result is a system that no longer supports the room's training efforts or EOC missions and is unable to make use of new technologies, such as remote training, teleconferencing, streaming video, and multi-source integration.

The proposed project will comprehensively replace nearly all outdated wiring and equipment in the Training Room. The entire A/V system will be rewired and reinstalled, greatly simplifying maintenance and troubleshooting when issues arise in the future. It will also replace the existing control system, which is difficult to use and partly crippled by the loss of some components. The upgrades will fulfill the present training and EOC needs and position the room for future uses.

The Purchasing Division released a Request for Qualifications (RFQ) for this project on January 26, 2024, and conducted a bidder's conference on January 31. While three contractors expressed interest in the project, only one—Western Audio Visual Services (WAVS)—submitted a proposal. WAVS specializes in A/V installations in training rooms and command centers and is familiar with the legacy A/V system in the Training Room, and have a long history of providing equipment in the

Training Room. In addition, they will fulfill a recurring service contract for maintenance on the equipment in the Training Room. The learning curve to bring on a new vendor (if one can be found) would be cost-prohibitive and would not provide the same level of historical subject matter expertise. Therefore, staff recommends dispensing with competitive bidding pursuant to Section 3.28.080(H) of the Buena Park Municipal Code.

The upgrade will take about three weeks to complete and is anticipated to begin on July 10, 2024.

## **BUDGET IMPACT**

---

The total cost of this project is \$122,093.35, which includes both the purchase of equipment and labor. This project was previously included in the FY 2023-2024 budget (Account 11-7840-650303).

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## **Attachments**

Professional Services Agreement with Western Audio Visual (combined).pdf

Western Audio Visual Proposal

# ATTACHMENT 1

## CITY OF BUENA PARK PROFESSIONAL SERVICES AGREEMENT

DATE: April 9, 2024

SERVICES: Upgrade and install audio/visual equipment in the Buena Park Police Department Training Room

PROJECT: Police Department Training Room A/V Upgrade

PARTIES TO THE AGREEMENT:

“CITY”: City of Buena Park, a California Municipal Corporation

City Representative: Name: Aaron France  
Title: City Manager  
Tel.: 714-562-3551  
Email: afrance@buenapark.com

“CONSULTANT”: Western Audio Visual, a California corporation

Consultant Representative: Name: Hailey Schellin  
Title: Account Executive  
Tel.: (714) 637-7557  
Email: haileys@wav1.com

### SUMMARY OF TERMS:

Start Date: April 9, 2024

End Date: August 31, 2024

Contract Value: \$122,093.35

Services a “Public Work”: NO ☐ YES ☒ (add “PW Exhibit”)

Community Workforce Agreement: NO ☒ YES ☐ (add “CWA Exhibit”)

Insurance Approved By Risk Management: NO ☐ YES ☒

APPROVED BY:  
(select one)

( ) Department Head  
Contract Value ≤ \$10,000

( ) City Manager  
Contract Value ≤ \$80,000

( ☒ ) City Council  
Contract Value > \$80,000  
 (“Levine Act Exhibit” Required)

**AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE  
EXECUTED ON BEHALF OF THE CITY.  
CITY OF BUENA PARK  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("*Agreement*") is dated as of April 9, 2024, between the City of Buena Park, a California charter city ("*CITY*"), and Western Audio Visual, a California corporation ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "Parties" and individually as a "Party."

**1. TERM.** The term of this Agreement shall commence on April 9, 2024 and shall remain in full force and effect until December 31, 2024 unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement ("*Term*").

**2. SERVICES.** Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "*Services*"). CITY may request changes or expansion of the Services (each a "*Modification*") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

**3. SCHEDULE OF PERFORMANCE.** CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("*Schedule of Performance*"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

**4. COMPENSATION.** The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of \$122,093.35 ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

**5. PAYMENT.**

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



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

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

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

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

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

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

## **8. ADMINISTRATION.**

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

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

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

**10. INDEMNIFICATION AND HOLD HARMLESS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **11.9 Other Insurance Provisions.**

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

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

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

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

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

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

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

## **12. WORK PRODUCT.**

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

### **12.2 Ownership.**

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

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

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

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

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

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

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

## **16. SUSPENSION AND TERMINATION.**

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

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

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

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

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

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



## **19. MISCELLANEOUS TERMS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF BUENA PARK**  
a California municipal corporation

**CONSULTANT\***  
**WESTERN AUDIO VISUAL**

Name of Business

Signature

Signature

Name: Aaron France

Name:

Title: City Manager

Title:

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

Signature

Name:

Title:

ATTEST:

BY: \_\_\_\_\_  
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Christopher Cardinale, City Attorney

## EXHIBIT A

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

Installation and integration of A/V equipment (as specified in the "WAVS City of Buena Park: PD Training Room/EOC Proposal" dated March 13, 2024) into the BPPD Training Room.

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

April 9-July 31: Receive all equipment.

July 31-August 31: Installation and programming of new system.

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

Total project cost estimated to be \$122,093.35, as more specifically detailed in Buena Park PD Training Room AV Proposal dated March 13, 2024.

-50% equipment cost (\$40,266.18) due upon order.

-40% Upon Substantial Completion

-10% Closeouts

Progress billing for labor (\$41,515.00). Labor portions of work subject to the California Labor Code requirements specified in Exhibit B.

**Listing of equipment – Attached Western Audio Visual Proposal**

## **EXHIBIT B**

### **PUBLIC WORKS - CALIFORNIA LABOR CODE REQUIREMENTS**

(Labor Code §§ 1720 *et seq.*, 1813, 1860, 1861, 3700)

A portion of the Services, constitute “public works” as defined by California law and as a result, CONSULTANT shall comply with the terms and conditions set forth in this PUBLIC WORKS EXHIBIT.

“Public works” include, but is not limited to the following: BOUNDARY SURVEY WORK, TOPOGRAPHICAL SURVEY WORK, RELOCATION WORK, CONSTRUCTION INSPECTION, TESTING AND OVERSIGHT SERVICES, SITE ASSEMBLY WORK, PRECONSTRUCTION TESTING AND INSPECTION SERVICES, INSTALLATION AND DEMOLITION OF FIXTURES, OR GEOTECHNICAL WORK (INCLUDING SOIL AND COMPACTION TESTING, FIELD TECHNICIAN OBSERVATION OF ALL TRENCHING AND BACKFILL OPERATIONS, AND FIELD TECHNICIAN INSTALLATION OF MONITORING DEVICES).

As to any portion of the Services that are “public works,” CONSULTANT shall comply in all respects with all applicable provisions of the California Labor Code, including the following:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and CITY and CONSULTANT agree to be bound by all the provisions thereof as though set forth fully in this Agreement.
2. CONSULTANT shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.
3. CONSULTANT agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Applicable prevailing wage determinations are also on file with CITY and are available to any interested party upon request. CONSULTANT shall, as a penalty to CITY, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by any subcontractor.

4. Pursuant to California Labor Code Section 1771.4, CONSULTANT’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

5. CONSULTANT shall comply with the provisions of California Labor Code Section 1776 which, among other things, require CONSULTANT and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform CITY of the location of the records. CONSULTANT is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. CONSULTANT shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONSULTANT is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
7. CONSULTANT shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONSULTANT hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

**EXHIBIT C**

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

**LEVINE ACT DISCLOSURE STATEMENT**

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than \$250 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

**LEVINE ACT DISCLOSURES:**

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

YES \_\_\_ NO \_\_\_

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

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

YES \_\_\_ NO \_\_\_

If yes, please identify the Councilmember(s):

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
NAME, TITLE




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2024

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).

<b>PRODUCER</b>  Javier Misiego 1661 N. Raymond Ave Suite 102  Anaheim CA 92801	<b>CONTACT NAME:</b> Melanie Duarte <b>PHONE (A/C, No. Ext):</b> 714-772-3838 <b>FAX (A/C, No):</b> 714-808-6431 <b>E-MAIL ADDRESS:</b> Melanie.a.duarte.vadk7j@statefarm.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> State Farm Mutual Automobile Insurance Company	<b>NAIC #</b> 25178
<b>INSURER B:</b> State Farm Fire and Casualty Company	25143
<b>INSURER C:</b> State Farm General Insurance Company	25151
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, AND WITHOUT LIMITATION 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.

**APPROVED**

By Eddie Fenton at 6:37 pm, Mar 28, 2024

INSR LTR	TYPE OF INSURANCE	ADD. INSUR.	WVD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	92-GY-D812-0	10/31/2023	10/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ 248,400
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	675 9458-F02-75	12/02/2023	06/02/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N/A	N/A	92-XC-0351-6	12/14/2023	12/14/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	92-MW-G685-6	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>SURETY BOND</b>			92-KN-M222-7	03/31/2024	03/31/2025	\$25,000

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

AUDIO VISUAL SYSTEMS INTEGRATION  
Business Location 1592 N Batavia St., Ste 2, Orange, CA 92867

It is agreed that is is the intention of the Company to provide 30 days written notice prior to the cancellation of the policy designated in this certificate. However, the Company assumes no liability for failure to do so.

**CERTIFICATE HOLDER****CANCELLATION**

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

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



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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

1001486 132849.13 04-22-2020



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS (Scheduled)**

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This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

### **SCHEDULE**

**Policy Number:** 92 GYD812 0

**Named Insured:**

WESTERN A/V INC

**Name And Address Of Additional Insured Person Or Organization:**

CITY OF BUENA PARK, CITY  
MANAGER, CITY HALL, ITS CITY,  
ELECTED OFFICIALS, OFFICERS,  
EMPLOYEES AND AGENTS  
6650 BEACH BLVD  
BUENA PARK CA 90621-2985

- 1. SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by:

**a. Ongoing Operations**

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for that additional insured; or

**b. Products – Completed Operations**

“Your work” performed for that additional insured and included in the “products-completed operations hazard”.

However, Paragraph 1. above is subject to the following:

- a. The insurance afforded to the additional insured only applies to the extent permitted by law;

- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

- c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:

- (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or

- (2) You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or “suit” is tendered to us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST  
OTHERS TO US**

---

This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Policy Number:** 92 GYD812 0

**Named Insured:**

WESTERN A/V INC

**Name And Address Of Person Or Organization:**

CITY OF BUENA PARK, CITY  
MANAGER, CITY HALL, ITS CITY,  
ELECTED OFFICIALS, OFFICERS,  
EMPLOYEES AND AGENTS  
6650 BEACH BLVD  
BUENA PARK CA 90621-2985

The following is added to Paragraph **10.b.** of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE**:

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

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

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS**:

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

- b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and
  - c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY**.
5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance** of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS**:
- a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.
  - b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.



State Farm Mutual Automobile Insurance Company

PO Box 2368  
Bloomington IL 61702-2368

91298-4-A MATCH 01461 MUTL VOL

DECLARATIONS PAGE

PAGE 1 OF 2

NAMED INSURED 01461 75-61F8-4 A A

WESTERN A/V INC  
1592 N BATAVIA ST STE 2  
ORANGE CA 92867-3554

POLICY NUMBER 675 9458-F02-75X  
POLICY PERIOD FEB 23 2024 to JUN 02 2024  
12:01 A.M. Standard Time

STATE FARM PAYMENT PLAN NUMBER  
1031434923

AGENT

JAVIER MISEGO  
227 20TH ST STE 103  
NEWPORT BEACH CA 92663-4343

PHONE: (714)772-3838

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.  
IF AN AMOUNT IS DUE, THEN A SEPARATE STATEMENT IS ENCLOSED.

YOUR CAR

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS
2020	FORD	RANGER	PICKUP	1FTER4EH1LLA27230	000HCX10

SYMBOLS	COVERAGE & LIMITS	PREMIUMS
A	Liability Coverage Body Injury Limits Each Person, Each Accident \$1,000,000 \$1,000,000 Property Damage Limit Each Accident \$1,000,000	\$295.87
D	Comprehensive Coverage - \$2,000 Deductible	\$21.08
G	Collision Coverage - \$2,000 Deductible	\$135.08
H	Emergency Road Service Coverage	\$2.05
R1	Car Rental and Travel Expenses Coverage Limit - Car Rental Expense Each Day, Each Loss \$25 \$600	\$9.89
U	Uninsured Motor Vehicle Coverage Body Injury Limits Each Person, Each Accident \$30,000 \$60,000	\$29.19
U1	Uninsured Motor Vehicle Property Damage Coverage	\$6.15
Total premium for FEB 23 2024 to JUN 02 2024.		\$499.31 This is not a bill.

IMPORTANT MESSAGES

IMPORTANT NOTICE

For your protection California law requires the following to appear with this policy. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Replaced policy number 6759458-75W.

Your total renewal premium for DEC 02 2023 to JUN 02 2024 is \$907.82.

Location used to determine rate charged-6353 CORTE DEL ABETO STE 106, CARLSBAD CA 92011-1437.

CONTINUED

See Reverse Side

07095/07988

95-3866 CA 2 05-2002 (n=025) SKON (n=025)

This policy is issued by State Farm Mutual Automobile Insurance Company.

### MUTUAL CONDITIONS

1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
2. **No Contingent Liability.** This policy is non-assessable.
3. **Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

  
Secretary

  
President

### IMPORTANT NOTICE:

California law requires us to provide you with information for filing complaints with the State Insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to:

State Farm® Executive Customer Service  
PO Box 2320  
Bloomington IL 61702  
Phone # 1-800-STATEFARM (1-800-782-8332)

Department of Insurance complaints should be filed only after you and State Farm or your agent or other company representative have failed to reach a satisfactory agreement on a problem.

California Department of Insurance  
Consumer Services Division  
300 South Spring Street  
Los Angeles, CA 90013  
Phone # 1-800-927-HELP (4357) or visit [www.insurance.ca.gov/01-consumers](http://www.insurance.ca.gov/01-consumers)

### NOTICE

We are required to furnish you with the following information:

1. An automobile liability insurance company may cancel a policy before the end of the current policy period for reasons described in the provision titled **Cancellation** which is located in the **General Terms** section of your policy (refer to the Contents in the beginning of your policy for the page number).
2. An automobile liability insurance company may increase the premium or refuse to renew the policy for any of the following reasons:
  - a. Accident involvement by an insured, and whether an insured is at fault in the accident.
  - b. A change in, or an addition of, an insured vehicle.
  - c. A change in, or addition of, an insured under the policy.
  - d. A change in the location of garaging of an insured vehicle.
  - e. A change in the use of the insured vehicle.
  - f. Convictions for violating any provision of the Vehicle Code or the Penal Code relating to the operation of a motor vehicle.
  - g. The payment made by an insurer due to a claim filed by an insured or a third party.

An automobile liability insurance company may increase the premium or refuse to renew the policy for reasons that are not listed above but which are lawful and not unfairly discriminatory.



## DECLARATIONS PAGE

PAGE 2 OF 2

01461

75-61F8-4 A A

NAMED INSURED 00:46: 0058

WESTERN A/V INC  
1592 N BATAVIA ST STE 2  
ORANGE CA 92867-3554

POLICY NUMBER 675 9458-F02-75X

POLICY PERIOD FEB 23 2024 to JUN 02 2024  
12:01 A.M. Standard TimeSTATE FARM PAYMENT PLAN NUMBER  
1031434923

## EXCEPTIONS, POLICY BOOKLET &amp; ENDORSEMENTS (See policy booklet &amp; individual endorsements for coverage details.)

YOUR POLICY CONSISTS OF THIS DECLARATIONS PAGE, THE POLICY BOOKLET - FORM 9805B, AND ANY ENDORSEMENTS THAT APPLY, INCLUDING THOSE ISSUED TO YOU WITH ANY SUBSEQUENT RENEWAL NOTICE.

CREDITOR- CITY OF COLTON, 650 N LA CADENA DR, COLTON CA 92324-2853.

01 6028BU ADDITIONAL INSURED-WARLAND INVESTMENTS COMPANY 6141 KATELLA LLC, 11155 KNOTT AVE STE J, CYPRESS CA 90630-5141.

02 6028BU ADDITIONAL INSURED-CITY OF RANCHO MIRAGE, 69825 HIGHWAY 111, RANCHO MIRAGE CA 92270-2836.

03 6028BU ADDITIONAL INSURED-SUN COUNTRY BUILDERS INC., OWNERS, ARCHITECT, LENDERS, 3156 LIONSHEAD AVE, CARLSBAD CA 92010-4703.

04 6028BU ADDITIONAL INSURED=MISSION HERITAGE, L.P., 1230 COLUMBIA ST, SAN DIEGO CA 92101-8571.

05 6028BU ADDITIONAL INSURED-SP ONE MADISON MARQUETTE REAL ESTATE SERVICES INC, 3 PARK PLZ STE 450, IRVINE CA 92614-2572.

06 6028BU ADDITIONAL INSURED-CITY OF FONTANA ISAOA, 8437 SIERRA AVE, FONTANA CA 92335-3892.

07 6028BU ADDITIONAL INSURED-DE 10990 WILSHIRE LLC ONE WESTWOOD DOUGLAS EMMETT INC, 10990 WILSHIRE BLVD, LOS ANGELES CA 90024-3913.

08 6028BU ADDITIONAL INSURED-CITY OF BREA ATTN: CLIFF FLAUGHER, 1 CIVIC CENTER CIR FL 3, BREA CA 92821-5758.

09 6028BU ADDITIONAL INSURED=COMMUNITY FOUNDATION PLAZA LLC SL LEONARD & ASSOC INC AND HOLWICK CONSTRUCTORS INC, 714 W TEMPLE ST, LOS ANGELES CA 90012.

10 6028BU ADDITIONAL INSURED-CITY OF BISHOP, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS, 377 W LINE ST, BISHOP CA 93514-3412.

11 6028BU ADDITIONAL INSURED-ESPLANADE BUILDERS INC, 24430 HAWTHORNE BLVD STE 100, TORRANCE CA 90505-6557.

12 6028BU ADDITIONAL INSURED-COACHELLA VALLEY WATER DISTRICT, PO BOX 1058, COACHELLA CA 92236-1058.

13 6028BU ADDITIONAL INSURED=VICTOR VALLEY TRANSIT, 17150 SMOKE TREE ST, HESPERIA CA 92345-3299.

14 6028BU ADDITIONAL INSURED=JUNIOR ACHIEVEMENT OF SOUTHERNCALIFORNIA INC, 6250 FOREST LAWN DR, LOS ANGELES CA 90068-1016.

15 6028BU ADDITIONAL INSURED-CITY OF ONTARIO, 303 E B ST, ONTARIO CA 91764-4196.

16 6028BU ADDITIONAL INSURED=HOWARD BUILDING CORPORATION, 707 WILSHIRE BLVD STE 3750, LOS ANGELES CA 90017-3535.

17 6028BU ADDITIONAL INSURED=CSHV WILSHIRE LANDMARK LLC, AVISON YOUNG SOUTHERN CA LTD 11755 WILSHIRE BLVD, LOS ANGELES CA 90025-1506.

18 6028BU ADDITIONAL INSURED-CITY OF CHINO, 13220 CENTRAL AVE, CHINO CA 91710-4127.

19 6028BU ADDITIONAL INSURED-CITY OF CHINO HILLS, 14000 CITY CENTER DR, CHINO HILLS CA 91709-5442.

20 6028BU ADDITIONAL INSURED-CITY OF SOLANA BEACH INSURANCE COMPLIANCE, PO BOX 100085, DULUTH GA 30096-9302.

21 6028BU ADDITIONAL INSURED-CITY OF SAN BUENAVENTURA ISAOA, PO BOX 99, VENTURA CA 93002-0099.

22 6028BU ADDITIONAL INSURED=RENAULT AND MORAN CONSTRUCTION LLC, C/O MYCOI 1075 BROAD RIPPLE AVE PMB 313, INDIANAPOLIS IN 46220-2034.

23 6028BU ADDITIONAL INSURED=RENAULT AND MORAN CONST LLC, C/O MYCOI 1075 BROAD RIPPLE AVE PMB 313, INDIANAPOLIS IN 46220-2034.

24 6028BU ADDITIONAL INSURED-CITY OF MISSION VIEJO, 200 CIVIC CTR, MISSION VIEJO CA 92691-5519.

25 6028BU ADDITIONAL INSURED=RBA BUILDERS INC, 16400 HARBOR BLVD STE A, FOUNTAIN VLY CA 92708.

6030GF BUSINESS NAMED INSURED.

6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING.

6129J AMENDATORY ENDORSEMENT.

6023DM DRIVER EXCLUSION=KEVIN MATUTE.

6196AA WAIVER OF SUBROGATION UNDER THE LIABILITY COVERAGE FOR CITY OF GOLETA, RBA BLDRS INC ISAOA; SP 1 MADISON MARQUETTE R E SERVS INC; COMMUNITY FDTN PLAZA LLC; SL LEONARD & ASSOC INC; HOLWICK CONSTRUCTORS INC; CITY OF BISHOP ISAOA; ESPLANADE BLDRS INC; COACHELLA VALL WATER DIST.

Agent: JAVIER MISEGO

Telephone: (714)772-3838

Prepared MAR 06 2024 61F8-B8A

07096/07988

95-3866 CA-2 05-2002 (n:0025):

:35X0

:n:0025.d

(n:0025):

This policy is issued by State Farm Mutual Automobile Insurance Company.

### MUTUAL CONDITIONS

1. **Membership.** While this policy is in force, the first insured shown on the Declarations Page is entitled to vote at all meetings of members and to receive dividends the Board of Directors in its discretion may declare in accordance with reasonable classifications and groupings of policyholders established by such Board.
2. **No Contingent Liability.** This policy is non-assessable.
3. **Annual Meeting.** The annual meeting of the members of the company shall be held at its home office at Bloomington, Illinois, on the second Monday of June at the hour of 10:00 A.M., unless the Board of Directors shall elect to change the time and place of such meeting, in which case, but not otherwise, due notice shall be mailed each member at the address disclosed in this policy at least 10 days prior thereto.

In Witness Whereof, the State Farm Mutual Automobile Insurance Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

  
Secretary

  
President

### IMPORTANT NOTICE:

California law requires us to provide you with information for filing complaints with the State Insurance Department regarding the coverage and service provided under this policy.

Your agent's name and contact information are provided on the front of this document. Another option is to reach out by mail or phone directly to:

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Bloomington IL 61702  
Phone # 1-800-STATEFARM (1-800-782-8332)

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California Department of Insurance  
Consumer Services Division  
300 South Spring Street  
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Phone # 1-800-927-HELP (4357) or visit [www.insurance.ca.gov/01-consumers](http://www.insurance.ca.gov/01-consumers)

### NOTICE

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2. An automobile liability insurance company may increase the premium or refuse to renew the policy for any of the following reasons:
  - a. Accident involvement by an insured, and whether an insured is at fault in the accident.
  - b. A change in, or an addition of, an insured vehicle.
  - c. A change in, or addition of, an insured under the policy.
  - d. A change in the location of garaging of an insured vehicle.
  - e. A change in the use of the insured vehicle.
  - f. Convictions for violating any provision of the Vehicle Code or the Penal Code relating to the operation of a motor vehicle.
  - g. The payment made by an insurer due to a claim filed by an insured or a third party.

An automobile liability insurance company may increase the premium or refuse to renew the policy for reasons that are not listed above but which are lawful and not unfairly discriminatory.

6030GF BUSINESS NAMED INSURED

This endorsement is a part of the policy. Because of the type of named insured shown on the Declarations Page of this policy and the changes made below, all references to *resident relatives* and *non-owned cars* in the policy are deleted. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. DEFINITIONS

*You* or *Your* is changed to read:

*You* or *Your* means the named insured or named insureds shown on the Declarations Page.

2. LIABILITY COVERAGE

a. Additional Definition

*Insured* is changed to read:

*Insured* means:

1. *you* for:
  - a. the ownership, maintenance, or use of;

(1) *your car*;

(2) a *newly acquired car*;  
or

(3) a *trailer*; and

- b. the maintenance or use of a *temporary substitute car*;

2. any *person* for his or her use of:

- a. *your car*;
- b. a *newly acquired car*;
- c. a *temporary substitute car*;  
or

- d. a *trailer* while attached to a *car* described in a., b., or c. above.

Such vehicle must be used with *your* permission, express or implied, and within the scope of that permission; and

3. any other *person* or organization vicariously liable for the use of a vehicle by an *insured* as defined in 1. or 2. above, but only for such vicarious liability. This provision applies only if the vehicle is:

- a. neither *owned by*, nor hired by, that other *person* or organization; and
- b. neither available for, nor being used for, carrying *persons* for a charge.

*Insured* does not include the United States of America or any of its agencies.

b. Exclusions

(1) Exclusion 5. is changed to read:

FOR *BODILY INJURY* TO THAT *INSURED'S* FELLOW EMPLOYEE WHILE THE FELLOW EMPLOYEE IS IN THE COURSE AND SCOPE OF HIS OR HER EMPLOYMENT;

(2) Exclusion 7. is changed to read:

WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT *INSURED'S* EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A *CAR BUSINESS*. This exclusion does not apply to:

- a. *you*; or

- b. any of *your* agents, employees, or business partners

while maintaining or using *your car*, a *newly acquired car*, a *temporary substitute car*, or a *trailer owned by you*;

(3) The following exclusion is added:

THERE IS NO COVERAGE FOR AN *INSURED* FOR DAMAGES RESULTING FROM:

1. THE HANDLING OF PROPERTY BEFORE IT IS MOVED FROM THE PLACE WHERE IT IS ACCEPTED BY THE *INSURED* FOR MOVEMENT INTO OR ONTO A VEHICLE FOR WHICH THE *INSURED* IS PROVIDED LIABILITY COVERAGE BY THIS POLICY;
2. THE HANDLING OF PROPERTY AFTER IT IS MOVED FROM THE VEHICLE DESCRIBED IN 1. ABOVE TO THE PLACE WHERE IT IS FINALLY DELIVERED BY THE *INSURED*; OR
3. THE MOVEMENT OF PROPERTY BY MEANS OF A MECHANICAL DEVICE, OTHER THAN A HAND TRUCK, THAT IS NOT ATTACHED TO THE VEHICLE DESCRIBED IN 1. ABOVE.

3. MEDICAL PAYMENTS COVERAGE

a. Additional Definitions

*Insured* is changed to read:

*Insured* means any *person* while occupying:

1. *your car*;
2. a *newly acquired car*;
3. a *temporary substitute car*; or
4. a *trailer* while attached to a *car* described in 1., 2., or 3. above.

Such vehicle must be used within the scope of *your* consent.

b. Exclusions

(1) Exclusion 1. is deleted.

(2) Exclusion 4. is changed to read:

THERE IS NO COVERAGE FOR AN *INSURED* WHO IS *OCCUPYING* A VEHICLE WHILE IT IS:

- a. MADE AVAILABLE; OR
- b. BEING USED TO CARRY *PERSONS* FOR A CHARGE;

(3) Exclusion 5. is changed to read:

WHILE MAINTAINING OR USING A VEHICLE IN CONNECTION WITH THAT *INSURED'S* EMPLOYMENT IN OR ENGAGEMENT OF ANY KIND IN A *CAR BUSINESS*. This exclusion does not apply to any of *your*:

- a. agents;
- b. employees; or
- c. business partners while maintaining or using *your car*, a *newly acquired car*, a





*temporary substitute car*, or a *trailer owned by you*;

(4) Exclusions 7. and 9. are deleted.

4. **UNINSURED MOTOR VEHICLE COVERAGE**

a. **Additional Definitions**

*Insured* is changed to read:

*Insured* means:

1. any *person* while *occupying*:

- a. *your car*;
- b. a *newly acquired car*; or
- c. a *temporary substitute car*.

Such vehicle must be used within the scope of *your* consent. Such *person occupying* a public or livery conveyance is not an *insured*; and

2. *you* or any *person* entitled to recover compensatory damages as a result of *bodily injury* to an *insured* defined in item 1. above.

b. **Exclusions**

Exclusion 2. is deleted.

5. **PHYSICAL DAMAGE COVERAGES**

**Additional Definitions**

a. *Covered Vehicle* is changed to read:

*Covered Vehicle* means:

- 1. *your car*;
- 2. a *newly acquired car*;
- 3. a *temporary substitute car*; and
- 4. a camper that is designed to be mounted on a pickup truck and is shown on the Declarations Page;

including its parts and its equipment that are common to the use of the vehicle as a vehicle. However, parts and equipment of campers must be securely fixed as a permanent part of the camper.

b. *Insured* is changed to read:

*Insured* means *you*.

6126MD EXCESS COVERAGE FOR PERSONAL VEHICLE SHARING

This endorsement is a part of the policy. Except for the changes this endorsement makes, all other provisions of the policy remain the same and apply to this endorsement.

1. **LIABILITY COVERAGE**

a. **Exclusions**

Exclusion 15. is replaced by the following:

THERE IS NO COVERAGE FOR AN *INSURED* FOR THE OWNERSHIP, MAINTENANCE, OR USE OF *YOUR CAR* OR A *NEWLY ACQUIRED CAR* WHILE USED IN *PERSONAL VEHICLE SHARING*. This exclusion does not apply to *you* and *resident relatives* when, and only if, the full amount of all available limits of all other liability bonds, policies, and self-insurance plans that apply have been used up by payment of judgments or settlements, or have been offered in writing.

b. **If Other Liability Coverage Applies**

The first paragraph of item 2. is changed to read:

The Liability Coverage provided by this policy applies as primary coverage for the ownership, maintenance, or use of *your car* or a *trailer* attached to it, except while *your car* or a *trailer* attached to it is used in *personal vehicle sharing*. The Liability Coverage provided by this policy applies as excess coverage for the ownership, maintenance, or use of *your car* or a *trailer* attached to it while *your car* or a *trailer* attached to it is used in *personal vehicle sharing*.

2. **MEDICAL PAYMENTS COVERAGE**

a. **Exclusions**

(1) Exclusion 3. is replaced by the following:

THERE IS NO COVERAGE FOR AN *INSURED* WHO IS *OCCUPYING* A VEHICLE WHILE IT IS RENTED OR LEASED TO OTHERS BY AN *INSURED*. This exclusion does not apply to *you* and *resident relatives* while *occupying your car* or a *newly acquired car* while used in *personal vehicle sharing* when, and only if, the full amount of all available limits of all other sources of medical payments coverage or similar vehicle insurance that apply have been paid.

(2) Exclusion 15. is replaced by the following:

THERE IS NO COVERAGE FOR AN *INSURED* WHO IS *OCCUPYING YOUR CAR* OR A *NEWLY ACQUIRED CAR* WHILE USED IN *PERSONAL VEHICLE SHARING*. This exclusion does not apply to *you* and *resident relatives* when, and only if, the full amount of all available limits of all other sources of medical payments coverage or similar vehicle insurance that apply have been paid.

b. **If Other Medical Payments Coverage or Similar Vehicle Insurance Applies**  
The first paragraph of item 3. is changed to read:

The Medical Payments Coverage provided by this policy applies as primary coverage for an *insured* who sustains *bodily injury* while *occupying your car* or a *trailer attached to it*, except while *your car* or a *trailer attached to it* is used in *personal vehicle sharing*. The Medical Payments Coverage provided by this policy applies as excess coverage for *you* and *resident relatives* who sustain *bodily injury* while *occupying your car* or a *trailer attached to it* while *your car* or a *trailer attached to it* is used in *personal vehicle sharing*.

3. **UNINSURED MOTOR VEHICLE COVERAGE**

a. **Exclusions**

Exclusion 6. is replaced by the following:  
THERE IS NO COVERAGE FOR AN *INSURED* WHO IS *OCCUPYING YOUR CAR* OR A *NEWLY ACQUIRED CAR WHILE USED IN PERSONAL VEHICLE SHARING*. This exclusion does not apply to *you* and *resident relatives* when, and only if, the full amount of all available limits of all other sources of uninsured motor vehicle coverage that apply have been paid.

b. **If Other Uninsured Motor Vehicle Coverage Applies**

The first paragraph of item 2. is changed to read:

The Uninsured Motor Vehicle Coverage provided by this policy applies as primary coverage for an *insured* who sustains *bodily injury* while *occupying your car*, except while *your car* is used in *personal vehicle sharing*. The Uninsured Motor Vehicle Coverage provided by this policy applies as excess coverage for *you* and *resident relatives* who sustain *bodily injury* while *occupying your car* while *your car* is used in *personal vehicle sharing*.

4. **PHYSICAL DAMAGE COVERAGES**

a. **Exclusions**

(1) Exclusion 2. is replaced by the following:

THERE IS NO COVERAGE FOR ANY *COVERED VEHICLE* WHILE IT IS RENTED OR LEASED TO OTHERS BY AN *INSURED*. This exclusion does not apply to *your car* or a *newly acquired car* while used in *personal vehicle sharing* when, and only if, the full amount of all available limits of all other sources of physical damage coverage or similar coverage that apply have been paid.

(2) Exclusion 20. is replaced by the following:

THERE IS NO COVERAGE FOR *YOUR CAR* OR A *NEWLY ACQUIRED CAR WHILE USED IN PERSONAL VEHICLE SHARING*. This exclusion does not apply when, and only if, the full amount of all available limits of all other sources of physical damage

coverage or similar coverage that apply have been paid.

b. **If Other Physical Damage Coverage or Similar Coverage Applies**

The first paragraph of item 3. is changed to read:

The physical damage coverages provided by this policy apply as

primary coverage for a *loss* to *your car*, except while *your car* is used in *personal vehicle sharing*. The physical damage coverages provided by this policy apply as excess coverage for a *loss* to *your car* while it is used in *personal vehicle sharing*.

---

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**Person or OrganizationJob Description

CITY OF BUENA PARK  
CITY MANAGER  
CITY HALL  
IT'S CITY ELECTED OFFICIALS,  
OFFICERS, EMPLOYEES & AGENTS  
6650 BEACH BLVD  
BUENA PARK CA 90621-2905

CONTRACT \$200 & CODE 8742

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

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

Endorsement Effective 01/01/24  
Insured WESTERN A/V

Policy No. 92-MW-G685-6      Endorsement No.  
Insurance Company State Farm Fire and Casualty Company

Countersigned By \_\_\_\_\_

**IT'S  
TIME TO  
CAPTIVATE.**



## City of Buena Park

Request for Qualifications for  
Emergency Operations Center (EOC) Audio-Visual  
Equipment Upgrade

RFQ No. PD 24-01

Attn: Mark Averell, CPPO

Purchasing Manager

6650 Beach Blvd, Buena Park, CA 90621

**DUE: February 14, 2024 by 11:00am**



February 13th, 2024

Mark Averell  
City of Buena Park  
6650 Beach Blvd  
Buena Park, CA 90621  
[maverell@buenapark.com](mailto:maverell@buenapark.com)

**Re: Request for Qualifications for Emergency Operations Center (EOC) Audio-Visual Equipment Upgrade (RFQ No. PD 24-01**

Dear Mark,

Thank you for the opportunity to submit our Proposal for the above referenced project based on the specification sent to all bidders. Our proposal is valid 120 days (or longer if contract negotiations are in progress) from the date of submittal.

Western A/V & Security (WAVS), an S-Corp, specializes in the design, sale, installation, and maintenance of multimedia display systems. WAVS and its' Team have been providing turnkey audiovisual system solutions to the corporate, industrial, government and educational marketplace for 30+ years. WAVS is authorized to provide and install all components specified in this Proposal. Please see the attached document titled, "Relevant Project Experience - Recent Government & Municipality Projects" as proof that WAVS has proven and qualified experience in this niche client base.

The attached document titled, "Relevant Project Experience - Recent Government & Municipality Projects" can also serve as a document to showcase Representative projects that have been completed within the past 5 years, as requested in this RFQ. WAVS also provided a document with 5 project references of similar scope and size.

WAVS understands that the City may request a negotiating process with this proposal.

**Statement of Compliance**

The Price includes all Engineering, Project Management, Installation, Programming, Equipment, Training, as well as the inclusion of all applicable Taxes, Prevailing Wages, and Freight Charges for the following specified systems:

- 1) **Emergency Operations Center (EOC) Audio-Visual Equipment Upgrade (RFQ No. PD 24-01)**

**Base Bid Price (\$129,323.38)**

Western A/V & Security's Price to furnish and install the specified sections above is **One Hundred and Twenty-Nine Thousand, Three Hundred Twenty-Three Dollars, and Thirty-Eight Cents (\$129,323.38)**, including all Electronic Waste Tax, Prevailing Wages, and Freight charges as detailed in the attached Pricing Summary. Note, Sales Tax is also included in the above price. **LWC Note 3/20/2024: Revised pricing reflected on pages 20-22**

**Warranty and Preventative Maintenance**

The AV Systems are warranted against all defects of materials and workmanship, as a system, as well as individual components, for period of **1 Year** after date of acceptance, or first used (whichever comes first). If individual manufacturers, warranty their equipment for a longer period, the manufacturer's warranty will apply.

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**Orange – Los Angeles County**  
1592 North Batavia Street, Suite 2  
Orange, CA 92867  
Phone#: (714) 637-7272  
Fax#: (714) 637-7330

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**San Diego County**  
445 Marine View Drive, Suite 300  
Del Mar, CA 92014  
Phone#: (760) 438-1200  
Fax#: (760) 438-0066

---

**Arizona**  
4636 E. Elwood, Suite 12  
Phoenix, AZ 85040  
Phone#: (602) 675-5575  
Support#: (602) 767-6747



February 13th, 2024

Western A/V & Security has also included the cost of four (4) additional and optional years of our Service/Preventative Maintenance Contract:

1<sup>st</sup> Year= \$3,899.50 (50% Off) (INCLUDED IN BASE BID)

2<sup>nd</sup> Year= \$7,799.00

3<sup>rd</sup> Year= \$7,799.00

4<sup>th</sup> Year= \$7,799.00

5<sup>th</sup> Year= \$7,799.00

**RFP Addendum:**

Western A/V & Security agrees to, and has acknowledged the receipt of all documents, Q&A, and addenda including:

Addendum #1 received on 1/31/2024 HS (initials)

Addendum #2, Q&A received on 2/7/2024 HS (initials)

Addendum #3, Bid Due Time Correction received on 2/12/2024 HS (initials)

**Contract Terms and Insurance Requirements:**

Western A/V & Security agrees to and has acknowledged all insurance requirements stated in the RFQ. In addition, Western A/V & Security agrees to and has acknowledged all terms and conditions as shown in the City's Standard Agreement for Consultant Services within the RFQ.

**Page Limit Requirement:**

Per the RFQ, Western A/V & Security has complied with the page limit requirement since all charts, schedules, required forms (Exhibit A), and Notary forms do not count towards the page limit requirement.

Thank you for your time and consideration and please feel free to call me if you have any questions or need further information at (714) 637-7272.

Sincerely,

**Designated Contact: Hailey Schellin** (Account Executive)

Cell: 949-584-7028

[haileys@wav1.com](mailto:haileys@wav1.com)

WAVS C-7 License: 871609

I, Hailey Schellin, am the Account Executive authorized to negotiate and bind Western A/V & Security contractually.

Orange – Los Angeles County

1592 North Batavia Street, Suite 2

Orange, CA 92867

Phone#: (714) 637-7272

Fax#: (714) 637-7330

San Diego County

445 Marine View Drive, Suite 300

Del Mar, CA 92014

Phone#: (760) 438-1200

Fax#: (760) 438-0066

Arizona

4636 E. Elwood, Suite 12

Phoenix, AZ 85040

Phone#: (602) 675-5575

Support#: (602) 767-6747

[www.wav1.com](http://www.wav1.com)



## Company Data and Qualifications

### Legal Name and Address(es):

**Legal Name:** Western A/V

**DBA:** Western Audio Visual & Security

1592 N. Batavia St, Suite 2

Orange, CA, 92867

Approximately 10,000 square feet

(Where this project will be managed)

445 Marine View Drive, Suite 300

Del Mar, CA, 92014

### Annual Revenue:

\$12-15 Million annually. Western A/V & Security (WAVS) caters to Corporate America, Government, and Higher Education.

### Number of years Proposer has been in business providing similar systems and support as specified in the RFP:

Since May of 2005. 18 years.

### Dealer Status:

Western A/V & Security is currently in good standing with all the major manufacturers listed within our design for this RFP. Not only does WAVS serve as a dealer to the major manufacturers listed in our design, but WAVS also serves as an authorized service facility for the major manufacturers listed in our design.

### History of Firm, Firms' credentials, and Firm Size:

Western A/V & Security has 50 employees.

WAVS has provided two documents that go into more detail about the history of our firm. One is titled "Statement of Qualifications" and another is titled "Project Team -Key Personnel". Both documents go into much further detail about our experience, the certifications our staff uphold, and the types of clients we work with on a daily basis.

### Ownership Structure:

Catherine Schellin - President

Jay Schellin - CFO

Steve Hollingsworth - Secretary

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#### Orange – Los Angeles County

1592 North Batavia Street, Suite 2

Orange, CA 92867

Phone#: (714) 637-7272

Fax#: (714) 637-7330

#### San Diego County

445 Marine View Drive, Suite 300

Del Mar, CA 92014

Phone#: (760) 438-1200

Fax#: (760) 438-0066

#### Arizona

4636 E. Elwood, Suite 12

Phoenix, AZ 85040

Phone#: (602) 675-5575

Support#: (602) 767-6747

**Firm's vision and Mission Statement:**

The WAVS team broke off from a billion-dollar company in 2004. This led us to the vision of being the best in the business, rather than the biggest. Our team witnessed firsthand how those two qualities do not go together.

"Quality means doing it right when no one is looking" – Henry Ford

**A description of the Organizations employees' longevity & client base:**

**Longevity:** Our team has been working together for 30+ years. The team at Western A/V & Security considers each other family. If you have the pleasure of working with WAVS on this upgrade, you will see these 'family-like' friendships.

**Client Base:** WAVS takes pride in their wide array of clients. WAVS caters to corporate clients, including Fortune 500 companies, as well as government clients. Within the past 10 years, WAVS has truly focused on government clients. The reason being, we understand the complexity and niche requests that each government agency has. There are no two government projects of ours that are exactly alike. The references section of this proposal can attest to our experience of working with government agencies.

**Client Proximity:**

As stated above, Western A/V & Security does not aspire to be a national or international company. Our company believes that a major aspect of the Audio Visual industry pertains to customer service. As shown above, Western A/V & Security has an office in Orange County and San Diego County. We focus on Southern California clients knowing that our Service Department can cater to any service-related item, or an emergency situation with ease. Please refer to the document titled "Recent Government & Municipality Projects" to attest for our familiarity in the Southern California region.

WAVS has traveled nation-wide and will do so only on rare occasion. WAVS is willing to travel for those clients that understand the value of our work. Those clients include National Universities, and Corporate Clients that wish to have all their facilities designed similarly. In turn, these Universities and Corporate Clients can save time knowing that all their facilities have been designed and installed by the same A/V Integrator.

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### Project Understanding:

Western Audio/Visual & Security has become well known within the Civic and Government Markets. As mentioned in the cover letter, our Team has over 30 years of experience with similar types of equipment and integrated systems that are listed within the RFP for Emergency Operations Center (EOC) Audio-Visual Equipment Upgrade. Due to our extensive experience, we have a proven track record in providing quality and efficient system designs, installations, and repair services for our audio-visual and security systems.

The best proof of our understanding of the work to be performed is that we are the team that Consultants and Suppliers, come to for help with a wide variety projects. Our Lead Engineer, Erik Wilson, has worked on more Government projects than any other Engineer in the Southern California area. Many vendors can succeed with a simple conference room project, but not many can succeed in the world of EOC's. Emergency Operation Center projects can truly speak to our qualified and abundance of experience.

We are the team that City's come to when the low bidder did not work out. We currently have two City contracts where we are cleaning up the mistakes of an inexperienced vendor. **Our biggest compliment came from a very large Consulting Firm that asked Crestron for their 5 biggest City Project References, and all 5 Projects were WAVS Projects.**

The key to a successful installation for this type of project is prior experience and good preparation before coming on-site. Since we are typically doing large installations ranging between \$1 Million and \$3 Million in revenue, we understand more than others that attention to all the small details is critical. Our team has been doing City and County projects for over 30 years.

It is evident that our company's resume and reputation can attest as to why we are the most qualified & competitive vendor for this RFP.

Please see the attached document titled, "Relevant Project Experience - Recent Government & Municipality Projects" which can attest to our experience in working with Government agencies like The City of Buena Park.

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# OUR COMPANY PROFILE

LET US BE YOUR  
GAME CHANGER



Years in the Industry  
**34**



Top Ranked Service  
**#1**



Million \$+ Projects  
**25+**

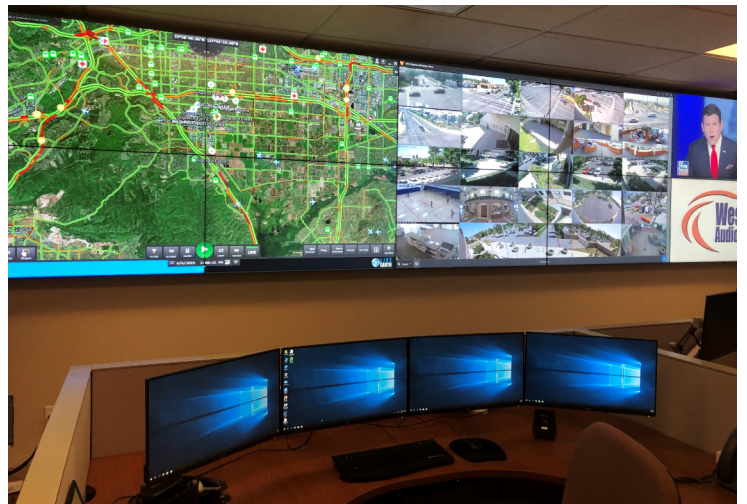


Certifications  
**100+**


Western Audio Visual & Security is a design-build audio visual and security firm specializing in the design, engineering, installation, and service of corporate, civic and education audio visual and security systems. While we are primarily a Southern California based company, our coverage extends north to the central California region and east to Nevada and Arizona.


Our team is made up of highly recognized industry veterans with over 30 years of experience integrating solutions within executive boardrooms, conference rooms, auditoriums, training rooms, video conferencing suites, command/control centers and corporate headquarters throughout Southern California and beyond.


Starting with AV budgeting exercises and following through to post installation support, the Western Audio Visual & Security team is well equipped to take any project from it's design stage to final installation.




## ORANGE/LA COUNTY


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Orange, CA, 92867


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 (714) 637-7330


## SAN DIEGO COUNTY


 12707 High Bluff Dr., Suite 200,  
San Diego, CA, 92130

 (760) 438-1200

 (760) 438-0066

## ARIZONA

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Phoenix, AZ, 85040

 (602) 675-5575

 [WWW.WAV1.COM](http://WWW.WAV1.COM)

# AUDIO VISUAL SERVICES

Western Audio Visual & Security is a full service systems integration company providing the design, engineering, installation and service of sophisticated audio visual and security systems.

Providing turnkey AV and security solutions for:

- ★ **BOARDROOMS AND CONFERENCE ROOMS**
- ★ **TRAINING ROOMS AND CLASSROOMS**
- ★ **COMMAND AND CONTROL CENTERS**
- ★ **AUDITORIUMS AND LECTURE HALLS**
- ★ **VIDEO CONFERENCING SUITES**
- ★ **COUNCIL CHAMBERS**
- ★ **DIGITAL SIGNAGE**
- ★ **Huddle Spaces**
- ★ **BROADCAST SOLUTIONS**

## AV INSTALLATION & TRAINING

Our staff of highly trained technicians ensures our clients receive the utmost quality & professionalism during the installation phase. With a focus on constantly improving, Western AV & Security technicians hold certifications with all major manufacturers. Leveraging years of experience with an unmatched attention to detail, our staff of dedicated technicians are well equipped to perform at a high level. Upon completion of each installation, a certified Western AV & Security trainer will host end user training sessions. These training sessions give clients the ability to use the AV systems in a comfortable, stress free environment. Once complete, our clients will have all the tools necessary to present, collaborate, and communicate using the most up to date audiovisual technology.



## DESIGN : BUDGETING : NEEDS ANALYSIS

The first step in any new project is identifying the functionality required while creating a realistic AV budget to work from. Western AV & Security's team of design specialists works with each client to define the needs of individual users and ultimately, configure what technology is needed to create collaborative, easy-to-use, future proof meeting spaces.

## PROJECT MANAGEMENT

Western AV & Security understands that up front planning and coordination throughout a project will ensure its ultimate success. A PMP certified project manager will be assigned to every new project. Our project managers oversee all aspects of the installation from communicating infrastructure with various trades (architects, general contractors, etc.) to scheduling the installation team and ensuring all systems are installed on time and within budget.



# SERVICE & CUSTOMER SUPPORT

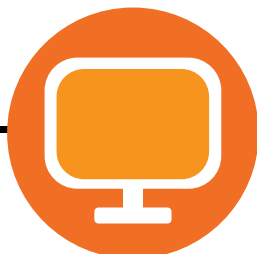
Western AV & Security understands the importance of limiting downtime related to any installation and our team of service professionals are available 24/7 to support our clients when the need arises. In addition to technical support, parts replacement and equipment repair, Western AV & Security's service team offers a variety of customized Preventative Maintenance Plans to safeguard your investment.



## CUSTOMER SUPPORT SERVICE HIGHLIGHTS:



Direct phone numbers with all phones forwarded to individual cell phones for a better access to Western personnel.



Complete Training Sessions tailored to specific end-users requirements.



Organized and complete system documentation with every system.



24-Hour Technical Support with all Maintenance and Service Plans



Standard and Customized Maintenance and Warranty Service Programs



Service Focused

Reliable Solutions

Top Technology

## SOLUTIONS

- Intrusion Protection
- Video Surveillance
- Access Control
- Monitoring Solutions
- Alarm Verification
- Integration



Western AV & Security designs, installs, services and monitors seamlessly integrated electronic physical security solutions for a wide range of clients in southern California. Physical security equipment must provide the highest level of protection without fail for your assets. Western AV & Security partners with only the best equipment and software manufacturers to ensure what you want secured stays secure. Serving clients of all sizes, Western AV & Security will design a solution to meet both your current needs as well as provide the flexibility to support your future growth. Most importantly, Western AV & Security provides a wide array of professional services to ensure your investment is protected and continues to operate as originally designed.





# PROJECT TEAM: KEY PERSONNEL

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## HAILEY SCHELLIN, Account Manager

Hailey has worked in the audiovisual industry for 10 years as an Account Executive for Western Audio Visual & Security. While at Western, she has become the expert in government contracts and has contracted with over 120 municipalities. Hailey stands out in the industry because of the relationships she garners with her clients and how she oversees the client is receiving exactly what they want from start to finish of each project. Hailey specializes in Council Chambers, Boardrooms, Traffic Management Centers and Emergency Operations Centers. Some of Hailey's key accounts include: City of Anaheim, City of Ventura, Coachella Valley Water District, City of Buena Park and Orange Police Department. Hailey graduated from the University of Arizona with a Bachelor's degree in Communications and a minor in Business.

## ERIK WILSON, Design Engineer, CTS-D, DMC-E, DMC-D, BE2, Biamp Tesira

Erik has over 30 years of experience in the audiovisual industry and is considered by many in the AV industry as one of the top engineers in the country. Erik started his career in the audiovisual industry with Ampro in Florida before moving to California and working with J.O.S. Projection Systems. He has also traveled all over the world for British Petroleum designing and fine-tuning Control Room Displays utilizing edge blending. He has performed many different jobs in the audiovisual world including, Final Setup Technician for CRT projectors, Service Technician, Project Manager, System Designer, System Sales, Engineer and is now currently a Design Engineer at Western Audio Visual & Security. He has an AA degree in Electronics and many certifications including those from Biamp, Crestron, Christie, AMX, Panasonic and more. Erik also holds a CTS-D certification from AVIXA and DMC-E from Crestron Electronics. He has designed many high-profile projects including: Eastern Municipal Water District, City of Glendora, City of Anaheim, Fandango, City of Temecula, Viasat, Intuit, Too Faced, Children's Hospital of Orange County, City of San Marcos and City of Brea. He specializes in projects ranging from \$750,000 to \$2,000,000+.

## JAY P. SCHELLIN, Sales Engineer, DMC-D-4K, CTI-CTF, CTI-P30I, CTI-FUSION-P, CCI-CCT

Jay has over 10 years in the audiovisual industry. Jay started his career in the AV industry as an installer, working his way up to become a field engineer and programmer. Jay has an AA degree in biological and physical sciences and mathematics and has experience programming for Crestron, AMX, Biamp, Q-SYS, Shure and more. Jay approaches every project with an upbeat attitude and has experience working on projects ranging from corporate, to military to city council chambers. While working at Western Audio Visual & Security, several customers have reached out to Jay's managers to compliment Jay's responsive and professional nature. Jay was also responsible for upgrading the NATO Response capabilities of Northrop Grumman, the Emergency Operation Center for the City of Orange Police Department, John Wayne Airport, and the City of Murrieta. Jay has also worked heavily on council chamber programming and commissioning including 35+ city and county chambers some of which are: County of San Bernardino, City of Ventura, City of Chula Vista, City of Temecula, City of Orange and more.

## SHELBY TOAL, Senior Project Manager, PMP, DMC-D

Shelby has over 25 years of experience in the audiovisual industry. He started his career at MCSi and has worked for a couple other large integration companies before arriving at Western Audio Visual & Security in 2010. He is Western's Senior Project Manager designated as the training coordinator for all new hires. Before joining the audiovisual industry, Shelby was a Sergeant in the Marine Corps for six years. His experience covers a full range of projects starting with simple systems and then, in the past 10 years, spent fully on large-scale projects. Some of these projects include: Herbalife - LA Live (\$1.5 million), Taco Bell (\$1 million), UCLA Medical Center, USC Medical Center, Mayo Hospital, City of Hope, UC Irvine, Claremont McKenna College and Intuit.

## KEVIN MAHKORN, Service Manager, DMC-D

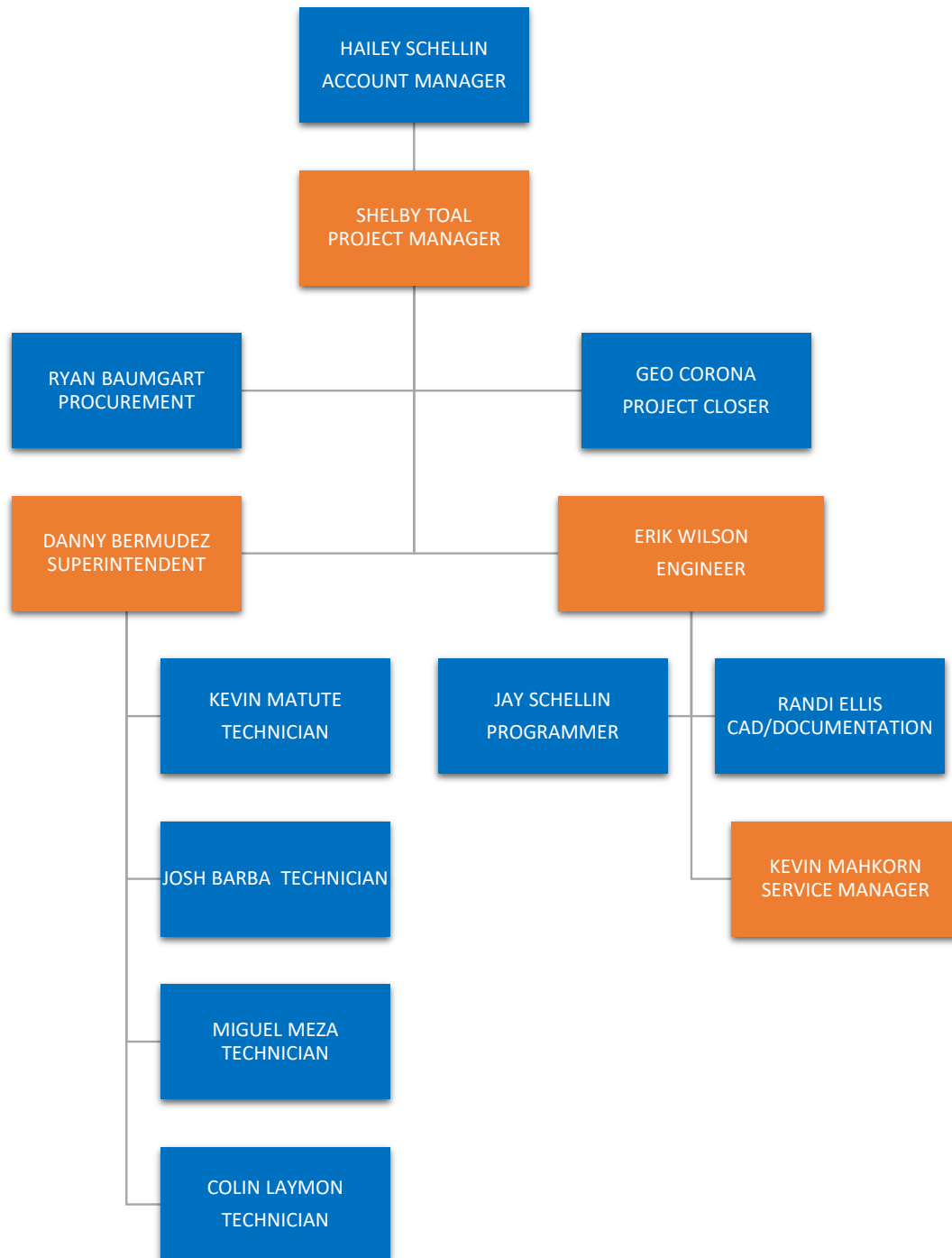
Kevin has over 17 years of experience in the audiovisual industry. Kevin started in the industry in 2007 working as a Project Coordinator. He worked directly with the project management and engineering teams on all new and existing projects. His attention to detail, knowledge of installation requirements in the field and coordination with end users made Kevin an integral part of the technical services department. In 2009, Kevin was promoted to Service Manager where he was tasked with building and maintaining a fully functioning service department - something he has done nothing but excel and exceed expectations with. Kevin has received great praise from clients and colleges due to his constant and outstanding customer service and support. He has a loyal following of customers and is recognized by many of our industry suppliers as the top in his field. Suppliers continue to steer their service business Kevin's way since it has had such a positive effect on their business. Kevin has worked on many high-profile projects such as: Taco Bell corporate headquarters, Herbalife LA Live, Metlife, WATG, Intuit, Children's Hospital Los Angeles, Citrus College, Cerritos College and Bank of America.



# City of Buena Park

## Proposed Project Team

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## Relevant Project Experience - Recent Government & Municipality Projects

### City Projects:

1. City of Aliso Viejo\* (\$119k)
2. City of Anaheim\* (\$939k)
3. City of Azusa (\$106k)
4. City of Banning\* (\$334k)
5. City of Barstow\* (\$213k)
6. City of Beaumont\* (\$10k)
7. City of Big Bear Lake\* (\$175k)
8. City of Brea (\$643k)
9. City of Bishop\* (\$97k)
10. City of Buena Park\* (\$640k)
11. City of Carlsbad (\$616k)
12. City of Cerritos\* (\$501k)
13. City of Chino\* (\$739k)
14. City of Chino Hills\* (\$225k)
15. City of Chula Vista\* (\$558k)
16. City of Colton\* (\$200k)
17. City of Corona\* (\$1.5M)
18. City of Coronado (\$31k)
19. City of Costa Mesa\* (\$331k)
20. City of Covina\* (\$166k)
21. City of Cypress\* (\$290k)
22. City of Del Mar\* (\$105k)
23. City of Diamond Bar (\$67k)
24. City of Downey\* (\$137k)
25. City of Duarte\* (3k)
26. City of Eastvale (\$4k)
27. City of El Monte (\$31k)
28. City of El Segundo (\$34k)
29. City of Encinitas\* (\$477k)
30. City of Fontana\* (\$97k)
31. City of Fullerton (\$217k)
32. City of Gardena\* (\$96k)
33. City of Glendora\* (\$438k)
34. City of Goleta\* (\$214k)
35. City of Hawaiian Gardens\* (\$200k)
36. City of Hemet (\$6k)
37. City of Hesperia\* (\$609k)
38. City of Hermosa Beach (\$190k)
39. City of Hidden Hills (\$8k)
40. City of Huntington Park\* (\$7k)
41. City of Imperial Beach\* (\$270k)
42. City of Irvine\* (\$152k)
43. City of Irwindale\* (\$150k)
44. City of La Habra\* (\$303k)
45. City of La Mesa\* (224k)
46. City of La Palma\* (\$29k)
47. City of La Puente (\$34k)
48. City of Laguna Beach\* (\$170k)
49. City of Loma Linda\* (\$268k)
50. City of Lomita\* (\$10k)
51. City of Manhattan Beach\* (\$393k)
52. City of Malibu (\$80k)
53. City of Mission Viejo\* (\$747k)
54. City of Moreno Valley (\$11k)
55. City of Murrieta (\$818k)
56. City of National City\* (\$98k)
57. City of Ojai\* (\$25k)
58. City of Ontario (\$329k)
59. City of Orange (\$540k)
60. City of Oxnard\* (\$147k)
61. City of Perris\* (\$145k)
62. City of Placentia (\$59k)
63. City of Pomona\* (\$194k)
64. City of Port Hueneme\* (\$220k)
65. City of Rancho Mirage\* (\$238k)
66. City of Rancho Palos Verdes\* (\$100k)
67. City of Redlands (\$33k)
68. City of Redondo Beach (\$38k)
69. City of Riverside\* (\$225k)
70. City of Rolling Hills Estates\* (\$156k)
71. City of San Clemente\* (\$28k)
72. City of San Dimas\* (\$207k)
73. City of San Fernando\* (\$25k)
74. City of San Juan Capistrano\* (\$136k)
75. City of San Marcos\* (\$399k)
76. City of San Marino (\$2k)
77. City of Santa Clarita\* (\$67k)
78. City of Santa Ana (\$542k)
79. City of Santa Barbara (\$779k)
80. City of Santa Fe Springs\* (\$130k)
81. City of Santee\* (\$575k)

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- 82. City of Signal Hill (\$6k)
- 83. **City of Simi Valley\*** (\$272k)
- 84. **City of Solana Beach\*** (\$109k)
- 85. City of Temecula\* (\$1.5M)
- 86. **City of Tustin\*** (\$607k)
- 87. **City of Upland\*** (\$115k)
- 88. **City of Ventura\*** (\$305k)
- 89. City of Victorville \* (\$1.6M)
- 90. City of Villa Park\* (\$82k)
- 91. **City of Vista** (\$89k)

- 92. City of Walnut \* (\$223k)
- 93. City of West Covina (\$54k)
- 94. **City of West Hollywood** (\$991k)
- 95. **City of Westminster** (\$135k)
- 96. **City of Whittier\*** (\$367k)
- 97. City of Yorba Linda\* (\$208k)

#### **County & District Projects:**

- 1. **Anthem Community Council, AZ\*** (\$163k)
- 2. **Civil Rights Institute\*** (\$436k)
- 3. Columbia Space Center\* (\$200k)
- 4. **Coachella Valley Water District\*** (\$762k)
- 5. **County of Inyo\*** (\$110k)
- 6. County of Los Angeles (\$300k)
- 7. County of Orange\* (\$227k)
- 8. County of Riverside\* (\$245k)
- 9. **County of San Bernardino\*** (\$1.3M)
- 10. County of San Diego\* (\$250k)
- 11. **Eastern Municipal Water District\*** (\$344k)
- 12. **El Toro Water District\*** (\$92k)
- 13. **First 5 - San Bernardino\*** (\$97k)
- 14. **Desert Water Agency\*** (\$165K)
- 15. **Inland Empire Utilities Agency\*** (\$570k)
- 16. **Irvine Ranch Water District\*** (\$300k)
- 17. Jurupa Community Services District\* (\$8k)
- 18. **Las Virgenes Water District\*** (\$187k)
- 19. **Long Beach Water** (\$12k)
- 20. **Los Angeles County Bar Assoc.** (\$345k)
- 21. **Los Angeles Fire Police Pension** (\$200k)
- 22. Omnitrans\* (\$73k)
- 23. **Orange County Fire Authority\*** (\$559k)
- 24. Orange County Sanitation District\* (\$148k)
- 25. **Otay Water District** (\$153k)
- 26. **Port of Los Angeles\*** (250k)
- 27. **Rancho California Water District\*** (\$27k)
- 28. Reg. County OCC Center \* (\$120k)
- 29. **SBCERA\*** (\$110k)

- 30. **San Bernardino Valley Municipal Water District\*** (\$206k)
- 31. **SDCERS\*** (\$250k)
- 32. **San Diego District Attorney\*** (\$244k)
- 33. **San Diego Medical Examiner\*** (\$375k)
- 34. **Santa Margarita Water District\*** (\$50k)
- 35. **South Orange Community College District\*** (\$153k)
- 36. The Toll Roads\* (\$25k)
- 37. Three Valley's Municipal Water District\* (64k)
- 38. **TRIUNFO Water & Sanitation District\*** (\$196k)
- 39. Vallecitos Water District (\$93k)
- 40. **Victor Valley Transit Authority\*** (\$41k)
- 41. Vistra Moss Landing (\$21k)
- 42. **Yorba Linda Water District\*** (\$153k)

**Blue indicates projects in progress**

**Red indicates maintenance contracts**

**\* indicates design/build**

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Support#: (602) 767-6747



## Representative Project References...

1. City of Corona Emergency Operations Center
  - a. Lee Shin, Emergency Services Manager
  - b. Client Contact Info: 916-582-8201, [Lee.Shin@coronaca.gov](mailto:Lee.Shin@coronaca.gov)
  - c. Cost of Project: \$546,632.07
  - d. Completion Date: February 2024 (+ ongoing Service Contract)
  - e. WAVS was contracted to upgrade the AV system in the EOC located at Corona Fire.
2. City of Ontario Police Department
  - a. Client Name: Matthew Guilbaud, IT Technician
  - b. Client Contact Info: 909-395-2748, [mguilbaud@ontarioca.gov](mailto:mguilbaud@ontarioca.gov)
  - c. Contract Amount: \$225,000+
  - d. Completion Date: February 2024 (+ ongoing Service Contract)
  - e. WAVS was contracted to upgrade the AV systems in the Dispatch Center, Watch Commanders Office, the Briefing Room, and the Gym.
3. City of Costa Mesa TMC & City of Westminster TMC
  - a. Client Name: Kenny Chao, Principal at AET & Associates (WAVS was a subcontractor)
  - b. Client Contact Info: 714-982-0398, [kchao@aetandassociates.com](mailto:kchao@aetandassociates.com)
  - c. Cost of Projects: City of Costa Mesa TMC (\$120,067), City of Westminster TMC (\$65,172)
  - d. Completion Dates: Costa Mesa TMC (January 2024), Westminster TMC (February 2019)
  - e. WAVS was contracted to upgrade the AV systems within both Traffic Management Centers.
4. City of Chino Police Department: Real Time Crime Center
  - a. Client Name: Dean Carbone, Facilities Coordinator
  - b. Client Contact Info: 909-334-3075, [dcarbhone@chinopd.org](mailto:dcarbhone@chinopd.org)
  - c. Cost of Project: \$209,000+
  - d. Completion Date: February 2021 (+ ongoing Service Contract)
  - e. WAVS was contracted to upgrade the AV system in the Real Time Crime Center in Chino PD.
5. City of Orange Police Department
  - a. Client Name: Fernando Maldonado, Sergeant
  - b. Client Contact Info: 714-744-7524, [fmaldonado@orangepd.org](mailto:fmaldonado@orangepd.org)
  - c. Cost of Project: \$139,000
  - d. Completion Date: February 2021
  - e. WAVS was contracted to upgrade the AV system in the Briefing Room/EOC at Orange PD.

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## Proposed Approach

Our approach starts with hiring the most qualified people. Your [Project Manager](#), Shelby Toal, is one of only two in Southern California that has the prestigious PMP Certification. He is also a 20-year veteran of the Audio Visual Industry. Our [Lead Design Engineer](#), Erik Wilson, has the most proven experience with Emergency Operations Centers and Council Chamber projects. Western A/V & Security (WAVS) has become very familiar and understands that each Municipality project has unique needs. Erik has become recognized as the “go to” Engineer for Consultants and Suppliers in the niche world of Municipality projects. His vast knowledge of the Signal Distribution Systems and Display Systems are what set his skills apart.

In the design/build approach, our Sales Team (Rep. & Engineer) will sit down with the client to develop the clients’ wants and needs for each space. Once this is complete, our team develops a bill of materials and scope of work for each space. This is reviewed with the client to ensure that it meets all the requirements for the project. This applies to your project as well.

We start off all projects with a Kick-off meeting to ensure that all parties have reviewed the scope of work together. The better the [Scope of Work](#), the better the project is executed. At this meeting we will provide the client with one point of contact at our company. Once a fully executed copy of a contract or a PO is delivered to WAVS, Shelby Toal will be the main point of contact for The City of Buena Park. We like to provide our client with one point of contact to ensure that communication will flow at a swift pace.

Our team follows the steps in our System Milestone Schedule to ensure nothing is forgotten or left behind. Depending on the project needs, our Project Manager will be on-site to provide daily or weekly updates on the project.

Once we have completed the implementation and testing, there is another critical piece which is the training. Over the years we have found out that the best [Training](#) comes from the Engineer who worked with the client to design the system and implement the system. It eliminates all the questions of “Why” since both parties were part of the design, changes, deletions, adds, etc.

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Orange – Los Angeles County  
1592 North Batavia Street, Suite 2  
Orange, CA 92867  
Phone#: (714) 637-7272  
Fax#: (714) 637-7330

San Diego County  
445 Marine View Drive, Suite 300  
Del Mar, CA 92014  
Phone#: (760) 438-1200  
Fax#: (760) 438-0066

Arizona  
4636 E. Elwood, Suite 12  
Phoenix, AZ 85040  
Phone#: (602) 675-5575  
Support#: (602) 767-6747



## Personnel Staffing Plan

When it comes to Municipality projects, our Project Manager (PMP), Shelby Toal, will put his best men forward on the job. Due to our experience and extensive resume in Municipality projects, WAVS understands the urgency and niche quality to these systems. Our Engineers & technicians truly enjoy working on Municipality projects, since we have become the experts in these systems.

If there is a change in management on the project, WAVS would contact The City of Buena Park directly to let them know. We differ from other companies in the fact that we have two Project Managers that are aware of all ongoing projects.

## Project Controls

Our 30 years of experience working with Cities, Counties, and Municipalities has given our company a competitive edge in this niche market. Our company has found that one major key in controlling our project costs for these projects starts with a **well-defined scope of work**. We then have our Project Manager review that well-defined scope of work with the client in the kick-off meeting.

Our team utilizes real-time information on our server. So, if any changes are made on our Bill of Materials, Schedule, Drawings, Programming, Engineering, etc, everyone can see the exact changes in real time. **The Project Management Software** also alerts the team of these changes once they have occurred.

Our warehouse manager also updates the system with equipment and shipping updates, so our field supervisors have **real-time status** on every item in the system.

Our field team utilizes **TAG Software**, which helps provide daily tracking of progress on all areas of the project including off-site & on-site installation, drawings, and engineering. We can show you this software in an interview.

In regards to accurate and timely invoices, our Project Managers review and approve of all Billings before they are sent out, Tuesdays or Fridays.

All of our real-time information systems can be demonstrated or discussed in more thorough detail during an interview.

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## In-Shop Assembly and Fabrication

Once a technician is hired at WAVS, the first thing they learn about is the importance of our in-shop assembly process. In fact, WAVS has a room dedicated to in-shop assembly. In this room, our technicians will build and wire racks prior to coming on-site. In addition, they can load and test code before bringing the racks and equipment on-site. This process is crucial and ensures that the on-site installation will go much smoother. Our technicians have a list of tests to perform before they can bring a rack to the jobsite. The Lead Technician will verify that his team has performed all of those tests required.

Our Project Managers hold monthly and private meetings with each one of our technicians. In these meetings, they can be randomly tested on WAVS in-shop assembly process. At that time, they will also inform the Project Managers of any specific areas where they hope to improve. These private monthly meetings give our Project Managers insight into each Technician's individual strengths. Based on those individual strengths, he will put them in specific courses to receive accreditations & certifications in that specific field of knowledge.

## Testing & Acceptance

Aside from all the good preparation needed on the front-end, one of the most critical elements will be testing.

Our technicians utilize a quality control checklist, to ensure that all new items of the system are working properly. The Lead Technician will always verify that his team has completed each item on their checklist.

In addition, our Project Manager will perform multiple quality audits throughout the installation of this project.

Upon final project walk through, the PM (Project Manager) or PE (Project Engineer) will provide final sign off on the quality control checklist.

Once the installation and testing phases are complete, training will be scheduled.

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# AUDIO VISUAL SYSTEM: MILESTONE SCHEDULE

**Client:** City of Buena Park

**Prepared by:** Hailey Schellin

**Date:** 2/12/2024

MILESTONE		DATE
1.	Project Awarded – Notice to Proceed	3/6/24
2.	Project Team Kick Off Meeting	3/13/24
3.	Engineering Team Meeting On-Site	3/13/24
4.	Audio Visual Drawings	4/10/24
5.	AV Equipment – Long Lead Procurement	3/20/24
6.	Touch Panel Build / Prep	3/27/24
7.	AV Equipment Procurement	4/3/24
8.	AV Cabling	5/29/24
9.	Install Displays	5/31/24
10.	On-Site Rack Fabrication	6/4/24
11.	Install AV Devices	6/5/24
12.	AV Terminations & Wiring Devices	6/7/24
13.	WAVS Equipment Set-Up & Updates	6/11/24
14.	On-Site Control Programming	6/12/24
15.	WAVS Testing & Troubleshooting	6/14/24
16.	Project Substantial Completion	6/19/24
17.	Training	6/19/24
18.	Audio Visual Closeouts & Documentation Delivery	7/3/24
19.	Project 100% Complete	7/3/24

**PLEASE NOTE:**

1.	With the consent of Western AVS & City of Buena Park, this schedule can be adjusted.
2.	This schedule is based on Western AVS' current workload. Western AVS cannot guarantee these dates until a contract or PO has been issued.
3.	This schedule is based on typical equipment lead time orders. This schedule does NOT indicate any backordered equipment items. If there are equipment items that are backordered, this schedule will need to be revised.
4.	This schedule does NOT include any work done by subcontractors or the Facilities Department. This schedule will need to be revised based on the subcontractors lead times on equipment and install schedule.



City of Buena Park: PD  
Training Room/EOC

Representative Hailey Schellin  
Mobile 949.584.7028  
Office 714.637.7557  
Email HaileyS@wav1.com  
Revision 3/13/2024

Training Room  
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Display System						
1	Samsung	IAC 130 2K	ALL IN ONE IAC 130 2K 1.5 MM 1000 NIT / 500 NIT 6000 1	\$	34,100.00	\$ 34,100.00
4	Samsung	QH65B	65IN COMMERCIAL TV UHD DISPLAY 700 NIT	\$	1,506.00	\$ 6,024.00
4	Chief	MSM1U	Medium Fusion® Micro-Adjustable Fixed Wall Mount	\$	146.00	\$ 584.00

*Existing Whiteboards to be removed by the City of Buena Park, and all patch/paint after whiteboard removal will be done by the City of Buena Park*

*New Whiteboards to be provided and installed by the City of Buena Park*

*All C-10 Electrical Requirements will be performed and installed by the City of Buena Park's Facilities Team/ City of Buena Park's On-Staff Electrician*

Signal Distribution and Switching System						
1	Visionary Solutions	E-WP-H-WHITE	A/V Encoder (Wall Plate), 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE; Upgradeable to AES67/Dante, HDMI Only (Laptop Connection)	\$	1,146.00	\$ 1,146.00
6	Visionary Solutions	E4100	A/V Encoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; POE (2 Cableboxes, 4 Wireless Connections)	\$	700.00	\$ 4,200.00
5	Visionary Solutions	D4100	A/V Decoder, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, with built-in video wall functionality; Expansion Ethernet Port; POE+; Single Port AES67/Dante	\$	700.00	\$ 3,500.00
1	Visionary Solutions	MV4	(4 side displays, 1 dedicated audio decoder) A/V Multiviewer, 4K UHD over IP cinema quality ultra-low latency visually lossless switch matrix routable, 4 Decoders in, 1 Encoder and 1 HDMI out, High Performance Scaling and Windowing Engine.	\$	4,107.00	\$ 4,107.00

**SOURCES**

Wall Mounted Video Conference Laptop Connection (2) Cable TV Tuners (Owner Furnished)						
4	Crestron	AM-3000-WF	(4) AirMedia® Receiver 3000 with Wi Fi® Network Connectivity	\$	688.00	\$ 2,752.00
4	Crestron	PW-2412WU	Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal	\$	49.00	\$ 196.00

**Audio System**

1	Shure, Listen, Crown		Existing Ceiling Speakers / Existing Wireless Microphones / Existing ALS / Existing Amplifier System			
1	Biamp	TesiraFORTE AVB CI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, and AEC technology (all 12 inputs)	\$	2,819.00	\$ 2,819.00
1	Biamp	TCM-X White	Low profile Beamtracking ceiling microphone,	\$	1,513.00	\$ 1,513.00
1	Biamp	Parlé TCM-XEX White	Low profile expansion Beamtracking ceiling microphone	\$	964.00	\$ 964.00

**Web Conferencing System**

2	Logitech	960-001226	RALLY CAMERA VC ONLY BOARDROOM INVCIN CAMERA SOLUTION	\$	1,531.00	\$ 3,062.00
2	Valens	EVX6-USB-KT-POE	Logitech Extender Kit Made by Valen USB and Power Extender	\$	462.00	\$ 924.00

**Control System**

1	Crestron	RMC4	4-Series™ Control System	\$	688.00	\$ 688.00
1	Crestron	TSW-770-B-S	7 in. Wall Mount Touch Screen, Black Smooth	\$	1,424.00	\$ 1,424.00

**Miscellaneous Components**

1	Middle Atlantic		Existing Equipment Rack			Existing
1	Netgear	GSM4248P-100NAS	Netgear M4250-40G8F-PoE+ AV Line Managed Switch - 40 Ports - Manageable - 3 Layer Supported - Modular - 8 SFP Slots - 59.50 W Power Consumption - 480 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U High - Rack-mountable, Table Top - Lifetime Limited Warranty	\$	2,131.00	\$ 2,131.00

Training Room Equipment Sub-Total: \$ 70,134.00

**Miscellaneous Materials**

Cable & Connectors	\$ 1,478.00
Installation Hardware & Accessories	\$ 739.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	\$ 370.00
Miscellaneous Materials Sub-Total	\$ 2,587.00

**Integration Labor**

Engineering & Drafting	\$ 4,343.00
Control Programming	\$ 6,858.00
Project Management	\$ 2,915.00
Staging & Assembly	\$ 858.00
Installation & Testing	\$ 20,643.00
Closing, & Commissioning	\$ 4,858.00
Travel	-
Sub-Contract	-
G & A	\$ 1,040.00
Integration Labor Sub-Total	\$ 41,515.00



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Training Room/EOC

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Revision 3/13/2024

Training Room  
Typical of 1 - Proposal Includes 1

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
Extended Warranty & Maintenance Agreement					Years	Price
				Extended Service Plan	0	\$ -
					Service Sub-Total	\$ -
Training Room Totals						
				Total Equipment	\$	72,721.00
				Total Labor	\$	41,515.00
				Equipment and Labor Subtotal	\$	114,236.00
				Total Shipping	\$	2,019.00
				Additional Shipping for Overnight or Large Items	\$	-
				Subtotal	\$	116,255.00
				Sales Tax	7.75%	\$ 5,792.35
				Electronic Waste Fee 4" - 14" (\$4.00)	QTY: 1	\$ 4.00
				Electronic Waste Fee 15" - 34" (\$5.00)	QTY: 0	\$ -
				Electronic Waste Fee 35" and Greater (\$6.00)	QTY: 7	\$ 42.00
				Electronic Waste Fee Total	\$	46.00
				Total Service Agreement	\$	-
				Bond (if required)	\$	-
						\$ 122,093.35





Client City of Buena Park: PD  
Project Name Training Room/EOC

Representative Hailey Schellin  
Mobile 949.584.7028  
Office 714.637.7557  
Email [HaileyS@wav1.com](mailto:HaileyS@wav1.com)  
Date 3/13/2024

**Project Contact**

Contact Simon Mikiewicz  
Address 6640 Beach Blvd,  
City, State, Zip Buena Park, CA 90622  
Phone (714) 562-3931  
Mobile  
Email [smikiewicz@bppd.com](mailto:smikiewicz@bppd.com)

**Audio Visual Investment Summary**

Room	Room Qty	Equipment	Shipping	Sales Tax	eWaste	Labor	Maintenance (90 Days)	Bond	Cost Per Room	TOTAL
Training Room	1	\$ 72,721.00	\$ 2,019.00	\$ 5,792.35	\$ 46.00	\$ 41,515.00	\$ -	\$ -	\$ 122,093.35	\$ 122,093.35
Base Project Total										\$ 122,093.35

**EXTENDED WARRANTY & MAINTENANCE RENEWAL SCHEDULE**

STANDARD RENEWAL RATE \$7,799.00

	Year 1	Year 2	Year 3	Year 4	Year 5
Rate	\$3,899.50	\$7,799.00	\$7,799.00	\$7,799.00	\$7,799.00
Discount	50%	0%	0%	0%	0%

**PROJECT TOTAL: \$122,093.35**

**NOTES:**

This proposal includes the use of prevailing wage rates.

**Billing Terms:**

**100% Equipment Upon Order, Progress Billing for Labor**

Client Authorized Signature

Printed Name & Title

Date

This quote is valid for 30 days. The sales tax is subject to change—in the event of an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

**Billing Inquiries:**

Western Audio Visual | 1592 North Batavia Street, Suite 2, Orange, CA 92867 | P 714 637 7272

EXHIBIT A

**AFFIDAVIT OF NON-COLLUSION and NON-DISCRIMINATION**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other Proposer designed to limit fair or open competition;
3. That the contents of the Request for Qualifications and Experience response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the responses;
4. The Respondent agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Respondent shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, national origin, sex, or ancestry.
5. In the event of the Respondent's non-compliance with this non-discrimination clause, the Proposer may be canceled or terminated. The Respondent may be declared ineligible for further contracts with the City of Buena Park until satisfactory proof of intent to comply shall be made by the Respondent.
6. The Respondent agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by its requirements.

Authorized Signature: Hailey Schellin

Printed Name/Title: Hailey Schellin, Account Executive

Company Name: \_\_\_\_\_ Legal Name: Western A/V

Doing Business As: Western A/V & Security

Subscribed and sworn to me this 13<sup>th</sup> day of February, 2024

Notary Public: Rachel Schellin, Notary Public



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On February 13, 2024 before me, Rachel Schellin, Notary Public  
(insert name and title of the officer)

personally appeared Hailey Schellin  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rachel Schellin (Seal)



**ADOPT AN ORDINANCE APPROVING TEXT AMENDMENT TO TITLE 19 ZONING OF THE BUENA PARK MUNICIPAL CODE TO CHANGE THE FENCE SETBACKS IN COMMERCIAL AND INDUSTRIAL ZONES**

Meeting	Agenda Group
Tuesday, April 9, 2024, 5:00 PM	PUBLIC HEARING Item: 6A
Presented By	Prepared By
Swati Meshram, Planning Manager	Swati Meshram, Planning Manager
Approved By	
Aaron France, City Manager	

**RECOMMENDED ACTION**

1) Adopt an Ordinance approving Text Amendment No. C-24-3 and find that the proposed Zoning Code Text Amendment is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) and Section 15303(e) based on the facts and findings provided herein.

**DISCUSSION**

Recently, staff has received multiple inquiries from property owners and businesses proposing to install a six (6) foot high fence within the parking setback area to better secure parking areas overnight or during other periods of inactivity. However, the existing setback requirements only allow a 2-foot-high solid fence or 3.5-feet high for a non-view-obscuring fence within the required parking setback. Fences higher than that along a street are permitted at the building setback line. This results in loss of existing parking spaces, if a new fence was to be proposed.

To retain parking, allow for a security fence along a street-facing property line, and continue to maintain a visually appealing character of the properties, staff is proposing a Zoning Code Text Amendment to allow non-view obscuring decorative fences as high as six feet to be located at the parking setback distance for street abutting front, side, and rear yards in commercial and industrial zones. If requested by an applicant, this modified code language will allow for decorative and non-view obscuring fences to be installed behind the required landscape berm within all street-facing setback areas of commercial and industrial zones. The proposed amendment does not change other requirements about fence locations, including vision clearance areas, landscaped buffers along streets, driveway length, driveway curvatures, internal circulation patterns, and parking spaces required. The proposed amendment will also not affect the existing allowance of fences as tall as 15-feet to be located at the building setback distance.

The review process to approve a 6-foot-high non-view-obscuring fence will require zoning compliance review by the Planning Division and may require a building permit from the Building Division depending on the factors specific to each site.

**ENVIRONMENTAL REVIEW**

The Zoning Text Amendment is exempt from CEQA pursuant to CEQA Guidelines Section 15061 (b)(3), which provides that a project is exempt as CEQA only applies to projects which have the potential for causing a significant effect on the environment and does not apply where it can be seen with certainty that there is no possibility of a significant effect. The proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303(e). Section 15303 (New Construction or Conversion of Small Structures) specifically lists the construction of appurtenant accessory structures and fences as examples of activity that expressly falls within this exemption. The proposed amendment regulates the development standards for fence heights within commercial and industrial zones, which are, by definition, structures that are accessory to a primary structure on the lot and which are limited in size.

## **PUBLIC HEARING NOTICE**

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Notice of the public hearing was published in the *Buena Park Independent* on March 29, 2024; and posted at City Hall, the Buena Park Library, and Ehlers Event Center on March 28, 2024. As of the date of printing this report, the City has not received any inquiries or letters regarding the proposed action.

## **BUDGET IMPACT**

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There is no budget impact associated with this item.

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## **Attachments**

City Council Ordinance C-24-3.pdf

Planning Commission Resolution C-24-3.pdf

ORDINANCE NO. \_\_\_\_\_  
TEXT AMENDMENT NO. C-24-3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
BUENA PARK, CALIFORNIA, AMENDING SECTION 19.528.020  
(FENCE HEIGHTS) OF TITLE 19 (ZONING) OF THE BUENA  
PARK MUNICIPAL CODE IN COMMERCIAL AND INDUSTRIAL  
ZONES CITY WIDE

A. RECITALS.

(i) The City of Buena Park ("City") is a California charter city with plenary authority over all "municipal affairs" and the broad "police powers" vested by California's Constitution, pursuant to which it may make and enforce laws necessary to protect and preserve the health, safety, and welfare of residents' subject only to enactments by the California Legislature on matters of "statewide concern."

(ii) Consistent with such authority, the City enacted the Buena Park Municipal Code (BPMC) and Buena Park Zoning Code (Title 19 of the BPMC, hereinafter "BPMC") to, among other things, regulate the location and nature of land uses in the City.

(iii) On March 13, 2024, the Planning Commission of the City of Buena Park, held a duly noticed public hearing to consider a recommendation to the City Council to approve Zoning Text Amendment No. C-24-3 and recommended that the City Council approve the Text Amendment by a 4 - 1 vote.

(iv) On April 9, 2024, the City Council conducted a duly noticed public hearing to consider Zoning Text Amendment No. C-24-3.

(v) This Ordinance is a text change to the BPMC and has been processed and considered in accordance with the provisions of Section 19.124.010 (Text Change) of the Buena Park Municipal Code, as well as applicable provisions of California law, and all other legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES ORDAIN AS FOLLOWS:

**SECTION 1.** The facts set forth in the Recitals, Part A, of this Ordinance are true and correct, and incorporated into this Ordinance as substantive findings.

**SECTION 2.** Section 19.528.020 of the Buena Park Municipal Code, entitled "Fence Height," is hereby amended to read as follows (new text reflected in underline and deleted text in ~~strikethrough~~):

**19.528.020 Fence Height.**

**A.** A maximum 2-foot high solid fence may be permitted anywhere on a lot.

**B.** ~~A maximum 3.5-foot high not view-obscuring fence, such as wrought iron, may be permitted anywhere on a lot as follows:-~~

1. A maximum of a 3.5-foot high fence may be permitted anywhere on a lot.

2. A maximum of a 6-foot high decorative fence may be permitted along any street frontage at a distance equal to or greater than the required parking setback for the zone (See subsection (b) of Section 19.520.020.B.1.). This provision shall not supersede the requirements of Section 19.536 of this Division.

**SECTION 3.** The proposed zone text amendments are exempt from CEQA pursuant to CEQA Guidelines Section 15061 (b)(3), which provides that a project is exempt as CEQA only applies to projects which have the potential for causing a significant effect on the environment and does not apply where it can be seen with certainty that there is no possibility of a significant effect. In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines Section 15303(e). Section 15303 specifically lists the construction of appurtenant accessory structures and fences as examples of activity that expressly falls within this exemption. The proposed zoning text amendment regulates the development standards for fence heights within commercial and industrial zones, which are, by definition, structures that are accessory to a primary structure on the lot and which are limited in size.

**SECTION 4.** The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

**SECTION 5.** This Ordinance shall take effect 30 calendar days after the final passage by the City Council.

**SECTION 6.** The City Clerk shall certify to the passage of the Ordinance and shall cause the same to be posted in the manner required by law.

ORDINANCE NO. \_\_\_\_\_

Page 3

PASSED AND ADOPTED this 10th day of April 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the \_\_\_\_ day of \_\_\_\_\_ 2024.



RESOLUTION NO. 6330  
TEXT AMENDMENT NO. C-24-3

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONING TEXT AMENDMENT NO. C-24-3 AMENDING SECTION 19.528.020 (FENCE HEIGHT) OF TITLE 19 (ZONING) OF THE BUENA PARK MUNICIPAL CODE IN SPECIFIED COMMERCIAL, AND INDUSTRIAL ZONES CITYWIDE

A. Recitals.

(i) The City of Buena Park ("City") is a California charter city with plenary authority over all "municipal affairs" and the broad "police powers" vested by California's Constitution, pursuant to which it may make and enforce laws necessary to protect and preserve the health, safety, and welfare of residents' subject only to enactments by the California Legislature on matters of "statewide concern."

(ii) Consistent with such authority, the City enacted the Buena Park Municipal Code (BPMC) and Buena Park Zoning Code (Title 19 of the BPMC, hereinafter "BPZC") to, among other things, regulate the location and nature of land uses in the City.

(iii) On February 28, 2024, the Planning Commission of the City of Buena Park, continued the hearing of the said public hearing to a date certain of March 13, 2024 to allow more time for preparation of the text amendment.

(iv) On March 13, 2024, the Planning Commission of the City of Buena Park, held a duly noticed public hearing to consider a recommendation to the City Council to approve Zoning Text Amendment No. C-24-3. Said public hearing was concluded prior to the adoption of this Resolution.

B. Resolution.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BUENA PARK does hereby finds, determines, and resolves as follows:

1. The Planning Commission hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff reports, verbal testimony, draft resolution, and draft Ordinance, the Planning Commission hereby specifically finds as follows:

- a. **Finding:** Explanation of the relationship to the General Plan and any applicable Specific Plans. (See California Government Code Section 65855).

**Fact:** The proposed text amendment conforms to the City of Buena Park General Plan and furthers the intent of Land Use & Community Design Element, specifically relating to Goal LU-25, Policy 25.1 which incorporates public safety considerations into community design. Quality fencing often contributes to secured and safe properties.

- b. **Finding:** Consideration of the effect of the proposal on the housing needs of the region balanced against the public service needs of City residents and the fiscal and environmental resources available. (See California Government Code Section 65863.6).

**Fact:** The proposed text amendment is limited to the development standards for fences in commercial and industrial zones, which have no negative impact on housing needs.

3. The Planning Commission hereby recommends that the City Council of the City of Buena Park find and determine that the proposed Zoning Text Amendment in this Resolution is exempt from CEQA pursuant to CEQA Guidelines Section 15061 (b)(3), which provides that a project is exempt as CEQA only applies to projects which have the potential for causing a significant effect on the environment and does not apply where it can be seen with certainty that there is no possibility of a significant effect. In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines Section 15303(e). Section 15303 specifically lists the construction of appurtenant accessory structures and fences as examples of activity that expressly falls within this exemption. The proposed zoning text amendment regulates the development standards for fence heights within commercial and industrial zones, which are, by definition, structures that are accessory to a primary structure on the lot and which are limited in size.

4. The Planning Commission hereby recommends that the City Council of the City of Buena Park adopt the attached draft Ordinance approving Zoning Text Amendment No. C-24-3.

5. The Secretary of this Commission shall:

- a. Certify to the adoption of this Resolution.
- b. Transmit a copy of this Resolution to the City Council of the City of Buena Park together with the record prepared with respect to these proceedings including the attached ordinance approving proposed Zoning Text Amendment No. C-24-3. This Resolution shall go into effect immediately upon its adoption.

PASSED AND ADOPTED this 13<sup>th</sup> day of March 2024 by the following called vote:

AYES: 4 COMMISSIONERS: Diep, Davis, Choi, and Judeh

NOES: 1 COMMISSIONER: Patiño

ABSENT: 0 COMMISSIONER:

ABSTAINED: 0 COMMISSIONER:

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Mirvette Judeh  
Chair

ATTESTED:

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Swati Meshram, PhD, AICP, LEED AP  
Planning Manager

**DISCUSS AND PROVIDE DIRECTION REGARDING THE SECURITY UPGRADES FOR THE WHITAKER-JAYNES ESTATE & BACON HOUSE**

Meeting	Agenda Group
Tuesday, April 9, 2024, 5:00 PM	STUDY SESSION Item: 9A
Presented By	Prepared By
Deepthi Arabolu, PE, TE, Assistant City Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	

**DISCUSSION**

On February 27, 2024, Council Member Brown requested discussion regarding security in and around the City's historical homes. In the recent past, there have been some serious security incidents at the premises, including graffiti on the exterior of the building, damage to the water fountain, unauthorized access to the service hatch located beneath the Bacon House that lead to a fire, damage to the air conditioning unit, attempted glass breakage on both east and west sides of the building, and instances of transients sleeping in the garden area of the building, intermittently. Since January 2023, there have been a total of 13 instances that involved the Police Department, including increased patrol checks and calls involving unhoused individuals. One such incident involved medical aid where the City's Homeless Outreach Team was involved. Additionally, there were three calls for service regarding suspicious activity, two of which involved burglaries.

In response to the security concerns, staff conducted a thorough field investigation to identify the building's vulnerabilities and taken action against the threat of unauthorized users. One primary concern identified by the staff is the lack of complete enclosure of the property. Staff, in collaboration with the Police Department, recommends the following physical changes (shown in Exhibit A) to the property that may help enhance and heighten security. These recommendations were presented to the City Council at the study session on January 2023. During that meeting, staff received direction to install exterior lighting in the rear parking lot of the building, which has since been completed.

**FENCE:**

Replace portions of the existing rotted fence and missing portions of the fence along the perimeter of the buildings (Whitaker-Jaynes Estate and Bacon House) with a new six-foot-high wrought iron tubular fence. This also includes additions of fencing along perimeters that do not currently have fencing.

**GATES:**

Install four new six-foot-high double swing gates (one on each side of the property).  
Install one six-foot-high single swing gate on the south side of the property.

**SECURITY CAMERAS, STROBE LIGHTS AND SIRENS :**

Install CCTV cameras in conjunction with sirens and strobes around the building. This system will help to detect and notify Police Department of potential criminal activity after hours. Due to the property's varied angles and crevices, it will be necessary to install multiple cameras and strobes/sirens to ensure comprehensive coverage of the premises. For optimal protection, the estimated number of security cameras and strobes/sirens recommended by staff would be five (5) cameras and three (3) strobes/sirens.

#### ALARM SYSTEM:

Install a new alarm system to include fire and burglary monitoring.

The Security Upgrades for the Whitaker-Jaynes Estate & Bacon House Project are not included in the annual budget. Immediate implementation of any of the improvements outlined would require a budget allocation for design and implementation. The estimated costs associated with the upgrades are shown below:

Fence	\$85,000
Gates	\$30,000
CCTV	\$30,000
Alarm	\$10,000

ESTIMATED TOTAL COST \$155,000

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#### **Attachments**

BPPD Whitaker Jayne Security South Structure Proposal.pdf

BPPD Whitaker Jayne Security South Map.pdf

Modified Exhibit.pdf



# Buena Park Whitaker Jayne Security South Structure

Specialized Installations  
Dave Flanagan  
+19496974467

Prepared for  
Captain Nghia Nguyen  
Operations Division  
  
Buena Park Police Department  
6640 Beach Blvd.  
Buena Park, CA 90621  
714-562-3917

System of outdoor IR Cameras, Speakers and Strobe Siren to alert after hours by motion or scheduled, remote connection to existing BPPD server and monitored at WC or Dispatch.

## Products

	Part number	Quote price	Quantity	Total
Cameras				
AXIS P3267-LVE Mic	02732-001	950.00	2	1,900.00
AXIS P4705-PLVE	02415-001	950.00	3	2,850.00
Audio/visual alerters				
AXIS D4100-E Network Strobe Siren	01942-001	425.00	3	1,275.00
Software				
AXIS Camera Station 5 Core Device License - eLicense	0879-010	85.00	8	680.00
Recording				
AXIS T8516 PoE+ Network Switch	5801-694	750.00	1	750.00
CAT5e, control and power cabling, conduit, connectors and misc other installation supplies.		250.00	8	2,000.00
Siklu Wireless Network Radios		4,500.00	1	4,500.00
Miscellaneous				
10% Contingency		2,050.00	1	2,050.00
Estimated 7.75% Sales Tax		1,100.00	1	1,100.00
Accessories				
AXIS Surveillance Card 64 GB	5801-951	15.00	5	75.00

	Part number	Quote price	Quantity	Total
Products total amount (USD)				17,180.00

Services

	Part number	Quote price	Quantity	Total
Installation service				
Installation - Point to Point Radio system between buildings		3,500.00	1	3,500.00
Installation/Configuration/ of devices - Outdoor Cameras/Speaker		850.00	8	6,800.00
Installation/Configuration/Training/Support - Server Room		2,500.00	1	2,500.00
Services total amount (USD)				12,800.00

Recordings to be on Station or Parks server.

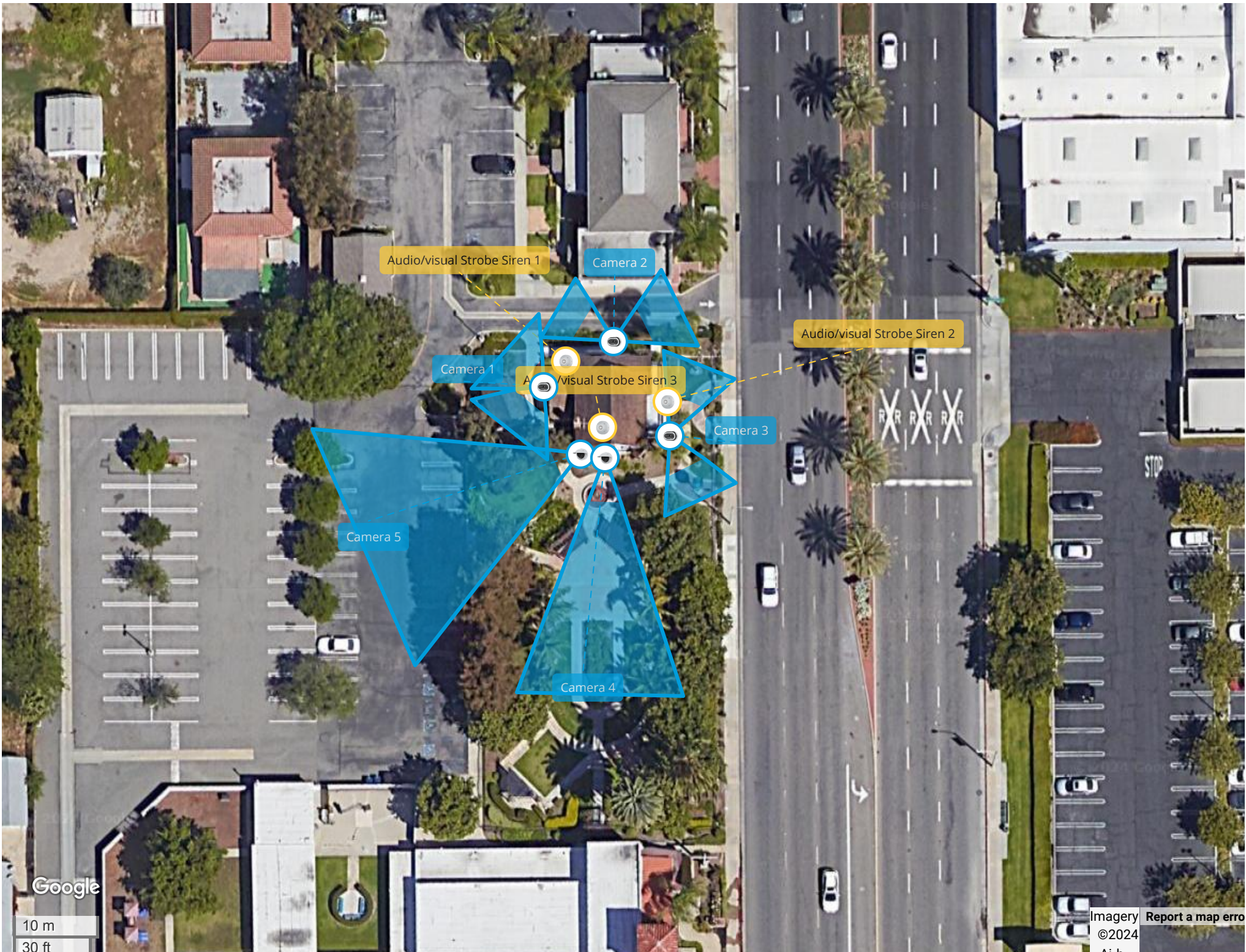
Labor rates inclusive of prevailing wage rates

Products and services total cost:      \$29,980.00

Sales quote valid until 6/30/2024

Prices shown in USD and excluding taxes





Audio/visual Strobe Siren 1

Camera 2

Audio/visual Strobe Siren 2

Camera 1

Audio/visual Strobe Siren 3

Camera 3

Camera 5

Camera 4

Google

10 m

30 ft





# WHITAKER JAYNE ESTATE AND BACON HOUSE SECURITY UPGRADES

DEPARTMENT OF PUBLIC WORKS, CITY OF BUENA PARK

MODIFIED BY: DA

DATE: 04/09/2024





**DISCUSS AND PROVIDE DIRECTION REGARDING NORTH SERVICE PLANNING AREA (NSPA) FUNDING OPTIONS**

Meeting	Agenda Group
Tuesday, April 9, 2024, 5:00 PM	STUDY SESSION Item: 9B
Presented By	Prepared By
Aaron France, City Manager	Aaron France, City Manager
Approved By	
Aaron France, City Manager	

**DISCUSSION**

On February 13, 2024, Vice Mayor Ahn requested a discussion regarding funding options for the North Service Planning Area (NSPA). The County of Orange has been divided into three Service Planning Areas, or SPAs - north, central, and south. The Orange County Health Care Agency officially split the County into these SPAs to group cities into geographic regions for homeless services. The North SPA includes the following cities: Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Orange, Placentia, Stanton, Villa Park, and Yorba Linda.

In 2020, the NSPA opened two navigation centers for the unhoused - Placentia and Buena Park. The NSPA agreement was approved and signed by all the cities (except Anaheim as they operate their own shelters separate from the NSPA), details the legal arrangement between the cities, and binds the group to operate the navigation centers, collectively. Placentia currently hosts 100 beds and Buena Park hosts 149 beds at their respective facilities. The original NSPA agreement also included a funding formula for the two navigation centers. The formula was based on a variety of factors and each city in the NSPA is allocated a cost annually to fund maintenance and operations of the two navigation centers.

Buena Park funds its portion of the maintenance and operation of the navigation centers from Permanent Local Housing Allocation (PLHA)/Senate Bill 2 (SB 2) funding. PLHA/SB 2 funding is derived from real estate transactions with city allocations varying from year to year. These allocations vary each year because they are dependent on the volume of annual real estate transactions and associated fee that funds PLHA/SB 2. Eligible uses of PLHA/SB 2 funding are the predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies. Essentially, PLHA/SB 2 funding was created to assist cities with affordable housing development; however, use of the funding for navigation centers is a completely acceptable use. Below is a breakdown of total PLHA/SB 2 funding the City is anticipated to receive for the following fiscal years:

FY 19-20 (Year 1): \$369,242\*

FY 20-21 (Year 2): \$573,917

FY 21-22 (Year 3): \$631,578

FY 22-23 (Year 4): \$316,548

\*City has received funding.

Due to the funding formula within the NSPA agreement, Buena Park will not utilize all its PLHA/SB 2 annual allocation for maintenance and operations of the two shelters. In fact, only a percentage of the annual allocation will be committed to

NSPA operations, with the remaining portion uncommitted. Below is a breakdown of Buena Park's portion of maintenance and operational costs for the two shelters:

FY 19-20 (Year 1): \$369,242 (100% of Year 1 allocation)

FY 20-21 (Year 2): \$286,961 (50% of Year 2 allocation)

FY 21-22 (Year 3): \$307,395 (49% of Year 3 allocation)

FY 22-23 (Year 4): \$228,907 (72% of Year 4 allocation)

Thus far, Buena Park has only received PLHA/SB 2 funding for Year 1. However, now that the City has an officially certified Housing Element for the current cycle, staff expects funding for Year 2 and Year 3 to be released by the Department of Housing and Community Development (HCD) at any time. Staff has not yet engaged the Council in a comprehensive discussion about uncommitted PLHA/SB 2 funding, partly due to the fact that the City is still awaiting disbursement from HCD of funding for Year 2 and Year 3. Staff anticipates a balance of approximately \$700,000 in uncommitted PLHA/SB 2 funding once we receive monies from Year 2, Year 3, and Year 4. Unfortunately, HCD has not been very expedient in releasing these funds once a city's Housing Element is deemed certified.

Should the Council wish to review these numbers and further discuss which fund maintenance and operational costs are being paid, staff will be ready to offer potential options for consideration.



**DISCUSS AND PROVIDE DIRECTION REGARDING THE CITY COUNCIL MEETING CALENDAR**

Meeting	Agenda Group
Tuesday, April 9, 2024, 5:00 PM	STUDY SESSION Item: 9C
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**

The City Council holds two meetings per month on the second and fourth Tuesday. In April, the City Council is scheduled to hold a meeting on April 23rd. Staff has been advised that Council Member Castaneda will not be attending the meeting as he will be out of state attending a training. In addition, Council Member Traut is awaiting the birth of his baby and depending on the circumstances may also not attend the meeting. There are scheduled presentations and a mandatory public hearing notice has been published and scheduled for the April 23rd meeting. Staff would like to confirm there will be a City Council quorum of at least 3 Council Members at this meeting.

Last year, the City Council designated the second meeting in August as a Legislative Recess. Staff was grateful for the legislative recess which allowed staff the time to focus on projects. One example of this is the City Clerk's Office used this time to implement the City's new agenda management system and provide staff training. In addition, staff was able to hold an all Commissioner/Committee Member onboarding and training. Staff is requesting direction from the City Council on whether the City Council would like to take another Legislative Recess in August.